



# Dakota County

## Board of Commissioners

### Agenda

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Tuesday, June 9, 2026

9:00 AM

Conference Room 3A, Administration  
Center, Hastings

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View Live Broadcast

<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us)

Commissioners may participate in the meeting by interactive technology.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Audience**

Anyone wishing to address the County Board on an item not on the agenda, or an item on the consent agenda may notify the Clerk to the Board and instructions will be given to participate during the meeting. Comments can be sent to [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us)  
Verbal Comments are limited to five minutes.

4. **Agenda**

- 4.1 Approval of Agenda (Additions/Corrections/Deletions)

5. **Public Hearing**

- 5.1 *Environmental Resources* - Public Hearing To Receive Comments On And Adoption Of Revised Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems

### CONSENT AGENDA

6. **County Administration - Approval of Minutes**

- 6.1 Approval of Minutes of Meeting Held on May 19, 2026

7. **Central Operations**

- 7.1 *Office of Performance and Analysis (OPA)* - Approval To Continue Participation In State Standard Measures Program

- 7.2 *Information Technology* - Authorization To Execute Contract Renewal With Granicus, Inc., For Broadcasting Subscriptions Services

**8. Community Services**

- 8.1 *Public Health* - Authorization To Execute Joint Powers Agreement Amendment With City Of West St. Paul To Support Eligible Opioid Settlement Activities
- 8.2 *Employment and Economic Assistance* - Authorization To Execute Fiscal Agent Agreement For Workforce Development Board, Workforce Innovations And Opportunity Act Regional Plan And Budget
- 8.3 *Community Corrections* - Authorization To Execute Contract Amendment For Community Coach Services And Habilitation, Empowerment, And Accountability Therapy For Youth Facilitation
- 8.4 *Community Corrections* - Authorization To Execute A Joint Powers Agreement With City Of Eagan For Sentence To Service Program
- 8.5 *Community Corrections* - Authorization To Accept Allocations From State Of Minnesota's First Judicial District, Dakota County District Court, And Execute Cooperative Agreements For Drug Treatment Court Programs

**9. Physical Development**

- 9.1 *Physical Development Administration* - Authorization To Accept Donation Of Regional Greenway Trail Easement From City Of West St. Paul
- 9.2 *Parks* - Authorization To Execute Contract With Quinn Evans Architects, Inc. For Spring Lake Park Reserve Cultural Landscape Management Plan
- 9.3 *Parks* - Authorization To Accept Environment And Natural Resources Trust Fund Grant And Execute Grant Agreement For Lebanon Hills Regional Park Natural Resources Restoration And Sustainable Trails Improvements Project
- 9.4 *Parks* - Authorization To Award Bid And Execute Contract With Peterson Companies, Inc. To Provide General Contractor Services For Mississippi River Access At Bud's Landing Project In Spring Lake Park Reserve
- 9.5 *Parks* - Authorization To Execute Joint Powers Agreement With City Of Farmington For North Creek Greenway: Jim Bell Park And Preserve Segment
- 9.6 *Parks* - Authorization To Execute Contract With Minnesota Native Landscapes, Inc. For Natural Resource Restoration In Harmon Park Reserve And Salem Hills Park

- 9.7** *Transportation* - Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 47 Reconstruction In Hampton, Hampton Township, And Castle Rock Township, County Project 47-047
- 9.8** *Transportation* - Authorization To Execute Easement Agreement With Enterprise Terminals & Storage, LLC And Encroachment Agreement With Enterprise Products Operating, LLC For County Project 32-65 And Amend 2026 Transportation Capital Improvement Program Budget For Right Of Way
- 9.9** *Transportation* - Authorization To Execute Second Contract Amendment With SRF Consulting Group, Inc., For Additional Contract Costs For Trail Construction On Butler Avenue In West St. Paul, County Project 04-17
- 9.10** *Transportation* - Authorization To Amend 2026 Transportation Capital Improvement Program Budget For Kenwood Trail Mill And Overlay And Execute Joint Powers Agreement With City Of Lakeville, County Project 50-047
- 9.11** *Transportation* - Authorization To Execute Metropolitan Council Active Transportation Grant Agreement And Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 42 (Egan Drive) Trail Gap Project In Burnsville, County Project 42-167
- 9.12** *Transportation* - Amendment Of Resolution No. 26-179 For Approval Of Acquisition And Authorization To Initiate Quick-Take Condemnation For Delaware Avenue And Butler Avenue Improvements In Cities Of West St. Paul And Mendota Heights, County Projects 63-33 And 4-18
- 10. Public Services and Revenue**
- 10.1** *Public Services and Revenue Administration* - Approval Of 2026 Intoxicating Liquor License Application From Merry Marry Inc.

**REGULAR AGENDA**

**11. Interagency Reports/Commissioner Updates**

Association of Minnesota Counties (AMC)  
Metropolitan Emergency Services Board  
Minnesota Inter-County Association (MICA)  
Metropolitan Mosquito Control District Commission  
National Association of Counties (NACo)  
Transportation Advisory Board (TAB)  
Vermillion River Watershed Joint Powers Board  
Workforce Development Board  
Others

**12. County Manager's Report**

**13. Information**

**13.1 Information**

See Attachment for future Board meetings and other activities.

**14. Adjournment**

**14.1 Adjournment**

**For more information, call 651-438-4417**

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Public Comment can be sent to [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us)**



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5738

**Agenda #:** 4.1

**Meeting Date:** 6/9/2026

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Approval of Agenda (Additions/Corrections/Deletions)



# Board of Commissioners

## Request for Board Action

Item Number: DC-5307

Agenda #: 5.1

Meeting Date: 6/9/2026

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Regular Action

### TITLE

**Public Hearing To Receive Comments On And Adoption Of Revised Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems**

### PURPOSE/ACTION REQUESTED

Conduct public hearing to receive comments on and the adoption of the proposed revision of Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems.

### SUMMARY

Dakota County Ordinance 113 regulates the construction and maintenance of septic systems for the protection of public health and water quality. The ordinance was most recently updated by Resolution No. 18-046 (January 23, 2018). The proposed amendments include several clarifications and updates to align ordinance language with Minnesota regulations. The proposed updates also shift the variance approval process from the County Board to the County's Zoning Board of Adjustment to improve efficiency for homeowners, contractors, and staff, and to align the process with the existing variance procedures under Dakota County Ordinance 50, Shoreland and Floodplain Management.

### RECOMMENDATION

Staff recommends approval of the proposed amendments to Dakota County Ordinance No. 113.

### EXPLANATION OF FISCAL/FTE IMPACTS

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

### RESOLUTION

WHEREAS, Dakota County has enacted Dakota County Ordinance No. 113, Subsurface Sewage Treatment System (County SSTS Ordinance 113), which meets and, in some cases, exceeds the minimum state standards for SSTS required in Minn. Stat. § Chapter 115 and Minn. Rules Chapters 7080-7083; and

WHEREAS, County SSTS Ordinance 113, as amended in 1996, 1998, 2009, 2016, and 2018 was developed with significant input from advisory committee members composed of representatives from the County, cities, townships, realtors' association, septic contractors, and private citizens; and it establishes uniform and consistent standards, guidelines, and regulations for the compliance and enforcement of proper siting, design, construction, installation, operation, maintenance, repair, inspection, and permanent abandonment of septic systems in Dakota County; and

WHEREAS, Dakota County staff recommends amendments to this ordinance that will provide additional protection to groundwater and the health and safety of residents and to ensure best practices toward long-term maintenance of these septic systems; and

WHEREAS, Dakota County staff recommends authorizing the Zoning Board of Adjustment to review variances to County SSTS Ordinance 113; and

WHEREAS, a public hearing to consider the proposed amended Ordinance 113 was held during the June 9, 2026, Dakota County Board of Commissioner's meeting; and

WHEREAS, amendments to County ordinances must be approved by the Dakota County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the amendment to Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems, as presented on June 9, 2026; and

BE IT FURTHER RESOLVED, That Environmental Resources staff shall publish, distribute, and file the amended ordinance pursuant to Minn. Stat. § 375.51.

#### **PREVIOUS BOARD ACTION**

18-046; 1/23/18

#### **ATTACHMENTS**

Attachment: Ordinance Amendments

Attachment: Presentation Slides

#### **BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

#### **CONTACT**

Department Head: Nikki Stewart

Author: Benjamin Hoyt

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**SUBSURFACE SEWAGE TREATMENT SYSTEMS**

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DRAFT

**DAKOTA COUNTY**  
**ORDINANCE NO. 113**

**SUBSURFACE SEWAGE TREATMENT SYSTEMS**

**SECTION 1.00 PURPOSE, INTENT, AND AUTHORITY**

**1.01 PURPOSE.**

The purpose of this ordinance is to establish minimum requirements for regulation of SSTS for the treatment and dispersal of sewage within the applicable jurisdiction of the county to protect public health and safety, groundwater quality, and to prevent or eliminate the development of public nuisances. It is intended to serve the best interest of the county's citizens by protecting its health, safety, general welfare and natural resources.

**1.02 INTENT.**

A. The protection of lakes, rivers and streams, wetlands, and groundwater in the county essential to the promotion of public health, safety, welfare, socioeconomic growth and development of the county in perpetuity.

B. The regulation of proper SSTS construction, reconstruction, repair and maintenance to prevent the entry and migration of contaminants, thereby protecting the degradation of surface water and groundwater quality.

C. The establishment of minimum standards for SSTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.

D. The appropriate utilization of privy vaults and other non-water carried sewage collection and storage facilities.

E. The provision of technical assistance and education, plan review, inspections, SSTS surveys and complaint investigations to prevent and control water-borne diseases, lake degradation, groundwater related hazards, and public nuisance conditions.

**1.03 AUTHORITY.**

This ordinance is adopted pursuant to Minn. Stats. [Cehs. 115, 145A, 375](#), [Minn. Stats. §§ 394.26 - 394.27](#) or successor statutes, and Minn. R. [Cehs. 7080~~1~~, 7081, and 7082](#), or successor rules.

**SECTION 2.00 DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings ascribed to them in this section. Unless specifically defined herein, terms used in this ordinance shall have the same definition as provided in Minn. Stats. § 115.55 and Minn. R. [Cehs. 7080, 7081, 7082, and 7083](#) and if not defined there, shall have common usage meaning. For

purposes of this ordinance, the words "must" and "shall" are mandatory and not permissive unless a different definition appears in this ordinance.

**2.01 "AS BUILTS"** means "record drawings" as defined below.

**2.02 "BUSINESS DAYS"** means weekdays Monday through Friday, except (a) state or federal holidays and (b) holidays established by the County Board.

**2.032 "CLASS V INJECTION WELL"** means a shallow well used to place a variety of fluids directly below the land surface, which includes a domestic SSTS serving more than 20 people. The United States Environmental Protection Agency and delegated state groundwater programs permit these wells to inject wastes below the ground surface provided they meet certain requirements and do not endanger underground sources of drinking water. Class V motor vehicle waste disposal wells and large capacity cesspools are specifically prohibited (-See 40 CFR Parts 144 and 146).

**2.043 "CLUSTER SYSTEM"** means a wastewater collection and treatment system under some form of common ownership that collects wastewater from two or more dwellings or buildings and conveys it to a treatment and dispersal system located on an acceptable site near the dwellings or buildings.

**2.054 "COUNTY"** means Dakota County, Minnesota, which also acts as the Dakota County Board of Health pursuant to Minn. Stats. Ceh. 145A.

**2.065 "COUNTY BOARD"** means the Dakota County Board of Commissioners.

**2.076 "DEPARTMENT"** means the Environmental Resources Department (or its successor) of the Dakota County Physical Development Division, its staff and designated agents.

**2.087 "DESIGN FLOW"** means the daily volume of wastewater for which an onsite/cluster system is designed to treat and discharge.

**2.098 "FAILURE TO PROTECT GROUNDWATER"** means a SSTS that does not protect groundwater such as a seepage pit, cesspool, drywell, leaching pit, or other pit; a SSTS with less than the required vertical separation distance described in Minn. R. 7080.1500, subps. 4(D) and 4(E); and a system not abandoned in accordance with Minn. R. 7080.2500. The determination of the threat to groundwater for other conditions must be made by a qualified employee or a licensed inspection business.

**2.1009 "IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY"** means a SSTS with a discharge of sewage or sewage effluent to the ground surface, drainage systems, ditches, or storm water drains or directly to surface water; SSTS that cause a reoccurring sewage backup into a dwelling or other establishment; SSTS with electrical hazards; sewage tanks with unsecured, damaged, or weak maintenance access covers; or any other situation with the potential to immediately and adversely affect or threaten public health or safety. The determination of protectiveness for other conditions must be made by a qualified employee inspector or a licensed inspection business.

**2.110 "ISTS"** means an individual sewage treatment system as defined in Minn. R. 7080.1100, subp. 41.

**2.124 "MALFUNCTION"** means the partial or complete loss of function of a SSTS component, which requires a corrective action to restore its intended function.

**2.132 "MANAGEMENT PLAN"** means a plan that describes necessary and recommended routine operational and maintenance requirements, periodic examination, adjustment, and testing, and the frequency of each to ensure system performance meets the treatment expectations, including a planned course of action to prevent an illegal discharge.

**2.11-14 "MINOR REPAIR"** means the repair or replacement of an existing damaged or faulty component/part of an SSTS that will return the SSTS to its operable condition. The repair shall not alter the original area, dimensions, design, specifications or concepts of the SSTS.

**2.12-15 "MPCA"** means the Minnesota Pollution Control Agency.

**2.13-16 "MSTS"** means a mid-sized subsurface sewage treatment system as defined in Minn. R. 7081.0020, subp. 4.

**2.14-17 "MUNICIPALITY"** means any incorporated city or township within the boundaries of Dakota County, Minnesota.

**2.18 "NOTICE OF NONCOMPLIANCE"** means a written document issued by the department notifying a system owner that the owner's onsite/cluster treatment system has been observed to be noncompliant with the requirements of this ordinance.

**2.15-19 "PERSON"** means any human being, any municipality or other governmental or political subdivision, or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity.

**2.20 "QUALIFIED EMPLOYEE"** means an employee of the state or a local unit of government, who performs site evaluations or designs, installs, maintains, pumps, or inspects SSTS as part of the individual's employment duties and is registered on the SSTS professional register verifying specialty area endorsements applicable to the work being conducted.

**2.16-21 "RECORD DRAWINGS"** means a set of drawings which reasonably document the final in-place location, size, and type of all SSTS components including the results of any materials testing performed and a description of conditions during construction of the system. Record drawings were previously known as "as built."

**2.22 "SEWAGE"** means waste from toilets, bathing, laundry, or culinary activities or operations or floor drains associated with these sources, including household cleaners and other constituents in amounts normally used for domestic purposes.

**2.17-23 "SSTS"** means a subsurface sewage treatment system as defined in Minn. R. 7080.1100, subp. 82.

**2.18-24 "SHORELAND/FLOODPLAIN AREA"** means those areas covered by Dakota County Ordinance 50, Shoreland and Floodplain Management.

**2.19-25 "STATE"** means the State of Minnesota.

**2.20-26 "TREATMENT LEVEL"** means treatment system performance levels as defined in Minn. R. 7083.4030, Table III for testing of proprietary treatment products.

**2.21-27 "TYPE I SYSTEM"** means an SSTS designed according to Minn. R. 7080.2200 through Minn. R. 7080.2240, as may be amended.

**2.22-28 "TYPE II SYSTEM"** means an SSTS designed according to Minn. R. parts 7080.2250 to 7080.2290, as may be amended.

**2.23-29 "TYPE III SYSTEM"** means an SSTS designed according to Minn. R. 7080.2300, as may be amended.

**2.24-30 "TYPE IV SYSTEM"** means an SSTS designed according to Minn. R. 7080.2350, as may be amended.

**2.25-31 "TYPE V SYSTEM"** means an SSTS an ISTS designed according to Minn. R. 7080.2400, as may be amended.

**2.26-32 "QUALIFYING PROPERTY OWNER"** means a property owner who meets the requirements to enroll in the voluntary Tax Assessment Program to replace or repair failing septic systems.

**2.33 "ZONING BOARD OF ADJUSTMENT" and "ZBA"** mean the [Zoning Board of Adjustment \(ZBA\) created by the County Board under County Ordinance 50 pursuant to Minn. Stats. § 394.27.](#)

## **SECTION 3.00**

### **3.01 SCOPE.**

#### **GENERAL PROVISIONS**

This ordinance regulates the siting, design, installation, alterations, operation, maintenance, monitoring, and management of all SSTS within the county's applicable jurisdiction including but not limited to individual SSTS and cluster or community SSTS, privy vaults, and other non-water carried SSTS. All sewage generated in unsewered areas of the county shall be treated and dispersed by an approved SSTS that is sited, designed, installed, operated, and maintained in accordance with the provisions of this ordinance or by a system that has been permitted by the MPCA. [Minn. R. 7082.0100, Subp. 3(Q)]

### **3.02 JURISDICTION.**

This ordinance applies to all land area within the county, except within municipalities that administer a SSTS program by ordinance within their jurisdiction that are at least as strict as this ordinance. [Minn. R. 7082.0040, Subp. 2, Minn. R. 7082.0040, Subp. ~~31(A)~~]

## **SECTION 4.00 ADMINISTRATION**

### **4.01 COUNTY.**

The department shall administer the SSTS program and all provisions of this ordinance. At appropriate times, the county shall review, revise, and update this ordinance as necessary. The county shall employ or retain under contract qualified and appropriately licensed professionals to

administer and operate the SSTS program. [Minn. R. 7082.0040, Subp. 4(A)1] The Zoning Board of Adjustment, as presently established in Dakota County Ordinance No. 50 shall have the power to (1) order the issuance or denial of variances for the provisions of this ordinance; and (2) to hear and decide appeals arising from denials of construction permits and operating permits pursuant to sections 7.02 or 7.04 and permit suspensions and revocations pursuant to sections 12.01, 12.02 or 12.04.

#### **4.02 STATE OF MINNESOTA.**

When a single SSTS or group of SSTS under single ownership within one-half mile of each other have a design flow greater than 10,000 gallons per day, the owner or owners shall make application for and obtain a state disposal system permit from the MPCA in accordance with Minn. R. Cch. 7001. If the measured daily flows for a consecutive seven-day period exceed 10,000 gallons per day, a state disposal system permit is required. [Minn. R. 7081.0040, Subp. 1(B)]

A state disposal system permit is also required for any SSTS or group of SSTS that the commissioner determines has the potential or an increased potential to cause adverse public health or environmental impacts if not regulated under a state permit. Conditions for these permits include systems in environmentally sensitive areas, unsubstantiated or unexpected flow volumes, and systems requiring exceptional operation, monitoring, and management. [Minn. R. 7081.0040, Subp. 1 (C)]

#### **4.03 CITIES AND TOWNSHIPS.**

Any municipality within the county that regulates SSTS must comply with the standards and requirements of this ordinance. The standards and ordinance of the jurisdiction may be administratively and technically more restrictive than this ordinance. In the event a municipality decides to repeal its SSTS ordinance, it must provide written notice to the county of its intent to do so at least six months prior to taking any formal action to repeal its SSTS ordinance.

### **SECTION 5.00 GENERAL REQUIREMENTS**

#### **5.01 RETROACTIVITY.**

- A. ALL SSTS. Except as provided in section 5.01 (B), all provisions of this ordinance shall apply to any SSTS regardless of the date it was originally permitted.
- B. EXISTING PERMITS. Unexpired permits, which were issued prior to the effective date of this ordinance, shall remain valid under the terms and conditions of the original permit until the original expiration date or until a change in system ownership.
- C. SSTS ON LOTS CREATED AFTER JANUARY 23, 1996. All lots created after January 23, 1996, must have a minimum of two soil treatment and dispersal areas that can support systems as described in Minn. R. parts 7080.2200 through 7080.2230 or site conditions described in Minn. R. 7081.0270, Ssubps. 3 through 7. [Minn. R. 7082.0100, Supbp. 3(F)]

#### **5.02 UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT.**

- A. FAILURE TO PROTECT GROUNDWATER. An SSTS that is determined not be protective of groundwater in accordance with Minn. R. 7080.1500, Ssubp. 4(B) shall be upgraded, repaired,

replaced or abandoned by the owner in accordance with the provisions of this ordinance within 10 months of receipt of notice of noncompliance from the department. [Minn. R. 7082.0100, Subp. 1(A)]

B. IMMEDIATE THREAT TO PUBLIC HEALTH OR SAFETY. An SSTS that is determined to be an imminent threat to public health or safety shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this ordinance within 30 days of receipt of notice of noncompliance from the department. [Minn. R. 7082.0100, Subp. 1 (B)]

C. ABANDONMENT. Any SSTS, or any component thereof, which is no longer intended to be used, must be abandoned in accordance with section 8.00 of this ordinance and Minn. R. 7080.2500. [Minn. R. 7082.0100, Subp. 3(B)]

### **5.03 SSTS IN FLOODPLAINS.**

SSTS shall not be located in a floodway and wherever possible, location within any part of a floodplain should be avoided. If no option exists to locate a SSTS outside of a floodplain, location within the flood fringe is allowed if the requirements of Minn. R. 7080.2270 and all relevant local requirements are met. [Minn. R. 7082.0100, Subp. 3(I)]

### **5.04 CLASS V INJECTION WELLS.**

All owners of new or replacement SSTS that are considered to be Class V injection wells as defined in the Code of Federal Regulations, title 40, part 144, are required to submit SSTS inventory information to the United States Environmental Protection Agency and the MPCA. Owners are also required to identify all Class V injection wells in property transfer disclosures. [Minn. R. 7082.0100, Subp. 3(M)]

### **5.05 SSTS LICENSE REQUIRED.** [Minn. R. 7082.0100, Subp. 3(A)]

All design, installation, alteration, repair, maintenance, operation, pumping, and inspection activities for SSTS located in the county must be completed by a business licensed by the state under Minn. R. **Cch.** 7083, an appropriately certified qualified employee, or a person exempted under Minn. R. 7083.0700, **Ssubps.** 1(A), (C), (D), (F), (G), (H) and (I). Individuals exempt from a state SSTS license under Minn. R. 7083.0700, **Ssubps.** 1(A), (C), (D), (F), (G), (H) and (I) must follow all applicable local, state, and federal requirements. Property owners that employ a business to perform this work must hire a business that is licensed in accordance with Minn. R. **Cch.** 7083.

No person shall engage in site evaluation, inspection, design, installation, construction, alteration, extension, repair, maintenance, or pumping of SSTS without an appropriate and valid license issued by the MPCA in accordance with Minn. R. **Cch.** 7083, except as exempted in Minn. R. 7083.0700, **Ssubps.** 1(A), (C), (D), (F), (G), (H) and (I).

### **5.06 PROHIBITIONS.**

A. OCCUPANCY OR USE OF BUILDING WITHOUT A COMPLIANT SSTS. It is unlawful for any person to maintain, occupy, or use any building intended for habitation to dispose of wastewater in a manner that does not comply with the provisions of this ordinance.

B. SEWAGE DISCHARGE TO GROUND SURFACE OR SURFACE WATER. It is unlawful for any person to construct, maintain, or use any wastewater treatment system regulated under this ordinance that results in raw or partially treated wastewater seeping to the ground surface or flowing into any surface water. Any surface discharging system must be permitted by the MPCA under the National Pollutant Discharge Elimination System program. [Minn. R. 7082.0100, Subp. 3(H)]

C. SEWAGE DISCHARGE TO A WELL OR BORING. It is unlawful for any person to discharge raw or treated wastewater into any well or boring as described in Minn. R. 4725.2050, or any other excavation in the ground that is not in compliance with this ordinance.

D. DISCHARGE OF HAZARDOUS OR DELETERIOUS MATERIALS. It is unlawful for any person to discharge into any treatment system regulated under this ordinance any hazardous or deleterious material that adversely affects the treatment or dispersal performance of the system or groundwater quality.

#### **5.07 REQUIRED SUBMISSION OF MAINTENANCE REPORTS.**

Licensed maintenance businesses must abide by the requirements described in Minn. R. 7083.0770, ~~S~~subp. 2. All written reports required by Minn. R. 7083.0770, ~~S~~subp. 2 must be provided to the homeowner and the department within 30 days after any maintenance work is performed.

### **SECTION 6.00 SSTS STANDARDS**

#### **6.01 STANDARDS ADOPTED BY REFERENCE.** [Minn. R. 7082.0100, Subp. 3(C)]

Minn. Stats. § 115.55 and Minn. R. ~~C~~chs. 7080 and 7081 and all other referenced laws and rules, as may be amended, are adopted by reference and made a part of this ordinance.

#### **6.02 AMENDMENTS TO THE ADOPTED STANDARDS.**

~~A. DETERMINATION OF HYDRAULIC LOADING RATE AND SSTS SIZING. Table IX from Minn. R. 7080.2150, subp. 3(E) entitled *Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions* and Table IXa from Minn. R. ch. 7080.2150, subp. 3(E) entitled *Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Percolation Tests* and herein adopted by reference shall both be used to size SSTS infiltration areas using the larger sizing factor of the two for SSTS design.~~

A DETERMINATION OF HYDRAULIC LOADING RATE AND SSTS SIZING. Table IX from Minnesota Rules, Ch. 7080.2150, Subp. 3(E) entitled "Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions" and herein adopted by reference shall be used to determine the hydraulic loading rate and infiltration area for all SSTS permitted under this ordinance.

B. HOLDING TANKS. Holding tanks may be used for the following applications only after it can be shown conclusively by the property owner that a SSTS ~~permitted under this ordinance~~with a soil dispersal system cannot be feasibly installed:

1. As a replacement for an existing failing SSTS;
2. For an SSTS that poses an imminent threat to public health or safety; or
3. For use with buildings with limited water use.

Upon the department's determination that the property owner has established that a SSTS with a soil dispersal system cannot be feasibly installed for one of the three applications listed above, under the following conditions:

- 1) The holding tank shall be installed in accordance with Minn. R. 7080.2290.
- 2) An operating permit is maintained under section 7.04

C. MINIMUM SEPTIC TANK CAPACITIES AND DEPTHS: All new and replacement septic tanks shall be sized to meet the standards listed in Minn. R. ~~rules part~~ 7080.1930 Subp. 2 to provide for a garbage disposal.

D. SEPTIC AND PUMP TANK BURY DEPTH. All new septic and pumping tanks shall be installed no more than a four (4) foot depth from final grade to the top of the tank as outlined in Minn. R. ~~rules part~~ 7080.2000. A waiver of this requirement may be obtained ~~from the department~~~~from the Inspector~~ ~~for existing septic systems for replacement tanks~~ if the tanks are certified /documented by the manufacturer for the installation depth of the ~~replacement~~ tank.

DE. MINIMUM PUMP TANK CAPACITIES. All new and replacement pump tanks shall have a capacity of not less than 1,000 gallons.

E. COARSE SOIL SEPTIC DESIGN CLARIFICATION. ~~The addition of washed mound sand to a sand or coarse sand profile toward required vertical separation for a septic design classifies that system as a Standard Type I system, identical to a Standard Type I mound system classification.~~

F. PROTECT CLEAN-OUT ENDS OF PRESSURE DISTRIBUTION PIPES. Clean-out ends of pressure distribution pipes shall be below grade and enclosed in a protective box to allow access for maintenance. ~~Placement of clean-out pipes must be measured from multiple benchmarks and detailed on the As-Built Record drawing.~~

### **6.03 COMPLIANCE CRITERIA FOR EXISTING SSTS.**

A. SSTS built before April 1, 1996, outside of areas designated as shoreland areas, wellhead protection areas, or SSTS providing sewage treatment for food, beverage, or lodging establishments must have at least two feet of vertical separation between the bottom of the dispersal system and seasonal saturation or bedrock. The vertical separation measurement shall be made outside the area of system influence in an area of similar soil. (Minn. R. 7082.0100, Subp. 1 (~~C~~)).

B. SSTS built after March 31, 1996, or SSTS located in a shoreland area, wellhead protection area, or serving a food, beverage, or lodging establishment as defined under Minn. R. 7080.1100, ~~S~~subp. 84 must have a three-foot vertical separation between the bottom soil infiltrative surface and the periodically saturated soil and/or bedrock. Unless otherwise determined by the department, existing systems that have no more than a 15 percent reduction to the minimum required 36 inch separation distance are considered compliant. (i.e., a separation distance no less than 30.6

inches). This reduction is to account for settling of sand or soil, normal variation of separation distance measurements and interpretation of limiting layer characteristics. The vertical separation measurement shall be made outside the area of system influence in an area of similar soil.

~~C. SEPTIC TANK PUMPING REQUIRED FOR SEPTIC SYSTEM COMPLIANCE INSPECTIONS: Compliance Inspections shall include the pumping of septic tanks to confirm septic tank watertightness. A Water-Tight Tank Certification less than three (3) years old, signed by a Licensed Maintainer, may be used to satisfy this requirement.~~

#### **6.04 HIGHEST STANDARDS PREVAIL.**

Where the conditions imposed by a provision of this ordinance are either more restrictive or less restrictive than comparable conditions imposed by a provision of this ordinance or any other applicable law, ordinance, rule, or regulation, the provision that establishes the higher standard for the promotion and protection of the public health, safety, and general welfare shall prevail.

### **SECTION 7 .00 SSTS PERMITTING [Minn. R. 7082.0100, Subp. 3(E)]**

#### **7.01 PERMITS REQUIRED.**

A. PERMIT REQUIRED. It is unlawful for any person to construct, install, modify, or replace a SSTS in the county without the appropriate permit from the department. [Minn. R. 7082.0100, Subp. 3(0)]

B. PERMITTING NOT EXCLUSIVE. The obtaining of a permit shall not be deemed to exclude the necessity of obtaining other appropriate permits or approvals. Compliance with the provisions of this ordinance shall not relieve any person of the need to comply with any and all other applicable rules, regulations, and laws.

#### **7 .02 CONSTRUCTION PERMIT.**

A. ACTIVITIES REQUIRING A CONSTRUCTION PERMIT. A construction permit is required for installation of a new SSTS, for replacement of an existing SSTS, or for any repair or replacement of components that will alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. [Minn. R. 7082.0100, Subp. 3(0)]

B. ACTIVITIES NOT REQUIRING A CONSTRUCTION PERMIT. A construction permit is not required for minor repairs or replacements of system components that do not alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. [Minn. R. 7082.0100, Subp. 3(0)]

C. APPLICATION FOR PERMIT. Permit applications shall be submitted to the department on forms provided by the department. Applicants shall provide all information as required for the administration of this ordinance.

D. CONTENTS OF PERMIT APPLICATION. The permit application shall include the following:

1. The names, addresses, and telephone numbers of the applicant and permittee;
2. The property identification number and address or other description of the real property on which the system will be located;

3. A site evaluation report as described in Minn. R. 7080.1730;
4. A design report as described in Minn. R. 7080.2430;
5. The infield verification as described in Minn. R. 7082.0500, **Subp. 3(A)**;
6. A management plan as described in Minn. R. 7082.0600 and section 7.03 of this ordinance; and
7. Copies of any required municipal, county, state, or federal permits or approvals.

E. APPLICATION FEE. The application fee shall accompany the permit application.

F. APPLICATION REVIEW. The department shall review a permit application and supporting documents to determine whether the application is complete. Upon satisfaction that the proposed work will conform to the provisions of this ordinance, the department shall issue a written permit authorizing construction of the SSTS as designed. If the applicant changes the proposed work to be conducted under an approved permit application, the applicant must file an amended application with the department detailing the changed conditions prior to initiating or continuing construction, modification, or operation. The department shall review the amended application and either approve or deny the application.

G. APPROVAL OF PERMIT REQUIRED. The department must review and approve the permit application and management plan before issuing a permit. Construction must not be initiated until the department grants a construction permit.

H. PERMIT EXPIRATION. The construction permit is valid for a period of no more than one year from its date of issue, unless it is extended in accordance with this section or construction has been completed satisfactorily, whichever is shorter. Satisfactory completion of construction shall be determined by receipt of final record drawings and a signed certification that the construction or installation of the system was completed in substantial conformance to the approved design documents by a qualified employee of the department or a licensed inspection business, which is authorized by the department and independent of the owner and the SSTS installer.

I. EXTENSIONS AND RENEWALS. The department may grant an extension of the construction permit if the construction has commenced prior to the original expiration date of the permit. The permit may be extended for a period of no more than six months.

J. PERMIT NOT TRANSFERABLE. A construction permit shall not be transferable to a new owner. The new owner must apply for a new construction permit in accordance with this section.

K. POSTING. The construction permit shall be posted on the property in such a location and manner so that the permit is visible and available for inspection until construction is completed and certified.

L. CONFLICT OF INTEREST.

1. A licensed inspection business that inspects an existing SSTS is allowed to subsequently design and install a new SSTS for that property provided the inspection business is also licensed to design and install.

2. A licensed inspection business working on behalf of the department must not design or install systems that the business will be responsible for permitting or inspecting as part of its contract with the county. [Minn. R. 7082.0700, Subp. 2(CB)]

M. DENIAL AND RIGHT TO APPEAL. If the department denies a permit to an applicant, the applicant shall be notified of such denial in writing. The department shall serve the denial by personal service or by certified mail to the address designated in the permit application. Service by certified mail shall be deemed to be complete upon mailing. The applicant may appeal the permit denial by filing a request for a hearing. The hearing request shall be in writing stating the grounds for the appeal and served on the ~~county board~~Zoning Board of Adjustment by personal service or certified mail with a copy to the department within 10 ~~county working calendar~~ days of the service of the permit denial, exclusive of the day of service. The burden of providing clear, accurate and adequate information pertaining to the request for appeal is on the applicant. Following timely service of a request for a hearing, the ~~county board~~Zoning Board of Adjustment shall set a time and place for the hearing pursuant to section 13.00.

**7.03 MANAGEMENT PLAN.** [Minn. R. 7082.0100, Subp. 3(J)]

A. PURPOSE. The purpose of management plans is to describe how a particular SSTS is intended to be operated and maintained to sustain the performance required. The plan is to be provided by the certified designer to the system owner when the treatment system is commissioned.

B. SSTS REQUIRING MANAGEMENT PLANS.

Management plans are required for all new or replacement SSTS. The management plan shall be submitted to the department with the construction permit application for review and approval. The department shall be notified of any system modifications made during construction and the management plan revised and resubmitted at the time of final construction certification.

C. REQUIRED CONTENTS. Management plans shall include:

1. Operating requirements describing tasks that the owner can perform and tasks that a licensed service provider or maintainer must perform;
2. Monitoring requirements;
3. Maintenance requirements including maintenance procedures and a schedule for routine maintenance;
4. Statement that the owner is required to notify the department when the management plan requirements are not being met;
5. Disclosure of the location and condition of the additional soil treatment and dispersal area on the owner's property or a property serving the owner's residence; and
6. Other requirements as determined by the department.

**7.04 OPERATING PERMIT.** [Minn. R. 7082.0100, Subp. 3(K)]

A. PERMIT REQUIRED. An operating permit is required for all treatment systems installed under Minn. R. 7080.2290 (holding tanks), Minn. R. 7080.2350 (Type IV System), Minn. R. 7080.2400 (Type

V System) and Minn. R. ~~C~~ch. 7081 (MSTS). Sewage shall not be discharged to a treatment system requiring an operating permit until the department certifies that the treatment system was installed in substantial conformance with the approved plans, receives the final records drawings of the treatment system, and a valid operating permit is issued to the owner.

B. APPLICATION FOR PERMIT. Permit applications shall be submitted to the department on forms provided by the department. Applicants shall provide all information as required for the administration of this ordinance.

C. CONTENTS OF PERMIT APPLICATION. The permit application shall include the following:

1. The names, addresses, and telephone numbers of the applicant and permittee;
2. The construction permit reference number and date of issue;
3. The final record drawings of the treatment system; and
4. Owners of holding tanks must submit a copy of a valid executed monitoring and disposal contract with a licensed maintenance business.

D. APPLICATION FEE. The application fee shall accompany the permit application.

E. MONITORING AND DISPOSAL CONTRACT. Owners of holding tanks shall provide to the department a copy of a valid monitoring and disposal contract executed between the owner and a licensed maintenance business that guarantees the removal of the holding tank contents in a timely manner that prevents an illegal discharge in accordance with Minn. R. 7082.~~011100~~, Ssubp. 3(G). The owner must hold a valid contract with a licensed maintenance business at all times until such time the holding tank is abandoned or the property sold. This contract requirement is waived if the owner is a farmer who is exempt from licensing under Minn. Stats. §115.56, subd. ~~23~~(b)(3).

F. APPLICATION REVIEW. The department shall review the application, the record drawings, operation and maintenance manual, management plan, maintenance and servicing contract, and any other pertinent documents as appropriate for accuracy and completeness. If any deficiencies are identified, the operating permit shall be denied until the deficiencies are corrected to the satisfaction of the department. If the submitted application and documents fulfill the requirements, the department shall issue an operating permit within 10 working days of receipt of the permit application.

G. PERMIT TERMS AND CONDITIONS. The operating permit shall include the following:

1. System performance requirements;
2. System operating requirements;
3. Monitoring locations, procedures and recording requirements;
4. Maintenance requirements and schedules;
5. Compliance limits and boundaries;
6. Reporting requirements;

7. Department notification requirements for noncompliant conditions;
8. Valid contract between the owner and a licensed maintenance business;
9. Disclosure, location, and condition of acceptable soil treatment and dispersal system site; and
10. Descriptions of acceptable and prohibited discharges. [Minn. R. 7082.0600, Subp. 2(B)]

#### H. PERMIT EXPIRATION AND RENEWAL.

1. Operating permits shall be valid for a specific term stated on the permit as determined by the department.
2. An operating permit must be renewed prior to its expiration. If not renewed, the department may require the system to be removed from service or operated as a holding tank until which time the permit is renewed. If not renewed within 60 calendar days of the expiration date, the department may require that the system be abandoned.
3. The department shall notify the holder of an operating permit of the permit renewal requirement at least 90 calendar days prior to expiration of the permit. The owner must apply for renewal at least 30 calendar days before the permit expiration date.
4. Application for permit renewal shall be made on a form provided by the department including:
  - a. The names, addresses, and telephone numbers of the applicant and permittee;
  - b. Reference number of previous operating permit;
  - c. Any outstanding compliance monitoring reports as required by the operating permit;
  - d. Certified treatment system inspection signed and/or sealed by a certified designer, maintenance contractor, or operator at the discretion of the department;
  - e. Any revisions made to the operation and maintenance manual; and
  - f. Any applicable fees.

I. PERMIT NOT TRANSFERABLE. The operating permit may not be transferred. A new owner shall apply for an operating permit in accordance with section 7.04 of this ordinance. The department shall not terminate the current permit until 60 calendar days after the date of sale unless an imminent threat to public health and safety exists. To consider the new owner's application, the department may require a performance inspection of the treatment system certified by a licensed inspector or qualified employee.

#### J. COMPLIANCE MONITORING.

1. Performance monitoring of a SSTS shall be performed by a licensed inspection business or licensed service provider hired by the holder of the operating permit in accordance with the monitoring frequency and parameters stipulated in the permit.
2. A monitoring report shall be prepared and certified by the licensed inspection business or licensed service provider. The report shall be submitted to the department on or before the

compliance reporting date stipulated in the operating permit. The report shall contain a description of the maintenance and servicing activities performed since the last compliance monitoring report as described below:

- a. Owner name and address;
- b. Operating permit number;
- c. Average daily flow since last compliance monitoring report;
- d. Description of type of maintenance and date performed;
- e. Description of sample taken (if required), analytical laboratory used, and results of analyses;
- f. Problems noted with the system and actions proposed or taken to correct them; and
- g. Name, signature, license and license number of the licensed professional who performed the work.

K. DENIAL AND RIGHT TO APPEAL. If the department denies a permit to an applicant or denies a renewal, the applicant shall be notified of such denial in writing. The department shall serve the denial by personal service or by certified mail to the address designated in the permit or permit renewal application. Service by certified mail shall be deemed to be completed upon mailing. The applicant may appeal the permit/renewal denial by filing a request for a hearing. The hearing request shall be in writing stating the grounds for the appeal and served on the Zoning Board of Adjustment by personal service or certified mail with a copy to the department within 10 calendar days of the service of the permit denial, exclusive of the day of service. The burden of providing clear, accurate and adequate information pertaining to the request for appeal is on the applicant. Following timely service of a request for a hearing, Zoning Board of Adjustment shall set a time and place for the hearing pursuant to section 13.00.

#### **7.05 DUTY TO COMPLY WITH PERMIT CONDITIONS.**

The permittee shall comply with all conditions stated in any permit issued by the department under this ordinance. Failure of the permittee to do so is a violation of this ordinance and is subject to the penalties provided herein.

#### **7.06 SYSTEMS NOT OPERATED UNDER MANAGEMENT PLAN.**

Owners of SSTS that are not operated under a management plan or operating permit must inspect treatment tanks and remove solids if needed every three years. Solids must be removed when their accumulation meets the limit described in Minn. R. 7080.2450. [Minn. R. 7082.0100, Subp. 3(L)]

### **SECTION 8.00 ABANDONMENT CERTIFICATION [Minn. R. 7082.0100, Subp. 3(B)]**

#### **8.01 PURPOSE.**

The purpose of the system abandonment certification is to ensure that a treatment system no longer in service is abandoned following decommissioning and in a manner that protects public health, safety, and water quality. It also terminates all permits associated with the system.

### **8.02 ABANDONMENT REQUIREMENTS.**

A. Whenever the use of a SSTS or any system component is discontinued as the result of a system repair, modification, replacement or decommissioning following connection to a municipal or private sanitary sewer, or condemnation or demolition of a building served by the system, further use of the system or any system component for any purpose is prohibited.

B. Abandonment shall be completed in accordance with Minn. R. 7080.2500.

C. An abandonment certificate shall be submitted to the department. The report shall include:

1. Owner's name and contact information;
2. Property address;
3. System construction permit and operating permit;
4. The reason(s) for abandonment; and
5. A brief description of the abandonment methods used, description of the system components removed or abandoned in place, **and** disposition of any materials or residuals.

## **SECTION 9.00 COMPLIANCE MANAGEMENT**

### **9.01 PUBLIC EDUCATION OUTREACH.**

Programs shall be provided by the department and/or others to increase public awareness and knowledge of SSTS. Programs may include distribution of educational materials through various forms of media and SSTS workshops focusing on SSTS planning, construction, operation, maintenance, and management.

### **9.02 COMPLIANCE INSPECTION PROGRAM. [Minn. R. 7082.0700]**

A. DEPARTMENT RESPONSIBILITY. It is the responsibility of the department, or its agent, to perform various SSTS compliance inspections periodically to assure that the requirements of this ordinance are met.

1. SSTS compliance inspections must be performed:
  - a. To ensure compliance with applicable requirements;
  - b. For all new SSTS construction or replacement; and
  - c. For an evaluation, investigation, inspection, recommendation, or other process used to prepare a disclosure statement if conducted by a party who is not the SSTS owner. Such an inspection constitutes a compliance inspection and shall be conducted in accordance with Minn. R. 7082.0700 using the SSTS inspection report forms provided by the MPCA.

2. All compliance inspections must be performed and signed by licensed inspection businesses or qualified employees certified as inspectors.
3. The department shall be given access to enter a property at any reasonable time to inspect and/or monitor the SSTS system. As used in this paragraph, "property" does not include a residence or private building.
4. No person shall hinder or otherwise interfere with the department's employees or agents in the performance of their duties and responsibilities pursuant to this ordinance. Refusal to allow reasonable access to the property by the department or its agent shall be deemed a violation of this ordinance.

#### B. NEW CONSTRUCTION OR REPLACEMENT.

1. Compliance inspections must be performed on new or replacement SSTS to determine compliance with Minn. R. Cchs. 7080 or 7081. SSTS found not to be in compliance with Minn. R. 7080.1500, Ssubp. 4(A) or Minn. R. 7081.0080, Ssubp. 3 must be repaired or replaced within 10 months or as directed under Minn. Stats. Cch. 145A. SSTS that are determined to have operation or monitoring deficiencies must immediately be maintained, monitored or otherwise managed according to the operating permit. SSTS found to be noncompliant with other applicable requirements must be repaired or replaced according to the department's requirements.
2. It is the responsibility of the SSTS owner or the owner's agent to notify the department at least one working day prior to any permitted work on the SSTS.
3. A certificate of compliance for new SSTS construction or replacement shall be issued by the department if the department has reasonable assurance that the system was built in accordance with the applicable requirements as specified in the construction permit.
4. The certificate of compliance must include a certified statement by the certified inspector or qualified employee who conducted the inspection that the SSTS is or is not in compliance with the ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a notice of noncompliance must be issued to the owner that includes a statement specifying those ordinance provisions with which the SSTS does not comply.
5. The certificate of compliance or notice of noncompliance must be submitted to the department no later than 15 calendar days after the date the inspection was performed. The department shall deliver the certificate of compliance or notice of noncompliance to the owner or the owner's agent within 15 calendar days of receipt from the certified inspector. No SSTS shall be placed into operation until a valid certificate of compliance has been issued.
6. Certificates of compliance for new construction or replacement shall remain valid for five years from the date of issue unless the department finds evidence of an imminent threat to public health or safety requiring removal and abatement under Minn. Stats. §145A.04, subd. 8.

#### C. EXISTING SYSTEMS.

1. Compliance inspections shall be required when any of the following conditions occur.
  - a. When a construction permit is required to repair, modify, or upgrade an existing system;

- b. Anytime there is an expansion of use of the building being served by an existing SSTS which may impact the performance of the system;
- c. Anytime there is a change in the use of the property being served by an existing SSTS which may impact the performance of the system;
- d. When an operating permit is to be renewed;
- e. Prior to the sale or transfer of real property served by an existing SSTS if required by section 9.02(D)(1)(a) below;
- f. During systematic shoreland or area-wide SSTS surveys by the department; and
- g. At any time as required by this ordinance or the department deems appropriate such as upon receipt of a complaint or other notice of system malfunction.

2. Compliance inspections of existing SSTS shall be reported on the inspection report forms provided by the MPCA. An inspection for existing SSTS must verify the conditions in subitems (a) to (c).

a. Sewage tanks must be assessed for leakage below the operating depth. A leakage report must be completed that includes the method(s) used to make the assessment. The assessment must be made by either a licensed SSTS business (except a design business) or a qualified employee with an SSTS certification (except as a designer). A passing report is valid for three years unless the certified individual has reason to believe that a new inspection is to be conducted and the tank is found not to be watertight.

b. The vertical separation distance from the bottom of the soil treatment and dispersal system and the periodically saturated soil or bedrock. This verification must be achieved by either conducting soil borings or by prior verifications by two independent parties. The soil borings used for system design or previous inspections qualifies as a verification. A vertical separation distance report must be completed that includes the method(s) used to make the assessment and includes any previous soil borings. The assessment must be made by either a licensed inspection business or a qualified employee of the department. If the verification separation report consists of verifications by two independent parties, a subsequent verification is not required unless the inspector has reason to believe a noncompliant condition exists.

If a documented discrepancy arises on the depth of the periodically saturated soil between licensed businesses for SSTS design or compliance purposes, all disputing parties must follow the dispute resolution procedure described in Minn. R. 7082.0700, ~~S~~subp. 5. [Minn. R. 7082.0100, Subp. 3(N)]

c. Sewage backup, surface seeping or surface discharge from the system must be determined. A hydraulic function report must be completed that includes the method(s) used to make the assessment. The assessment must be made by either a licensed inspection business or a qualified employee with an inspector certification. A passing report is valid until a new inspection is requested or if the hydraulic performance is believed to have changed. [\[Minn. R. 7082.0700, Subp. 4, B\(4\)\]](#)

3. A certificate of compliance shall be based on the results of the verifications in section 9.02(C)(2). The certificate of compliance must include a certified statement by a qualified employee or a licensed inspection business, authorized by the department, whether the SSTS is in compliance with the ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a notice of noncompliance must include a statement specifying those ordinance provisions with which the SSTS does not comply. A construction permit application must be submitted to the department if the required corrective action is not a minor repair.

4. The certificate of compliance or notice of noncompliance must be submitted to the department no later than 15 calendar days after the date the inspection was performed. The department shall deliver the certificate of compliance or notice of noncompliance to the owner or the owner's agent within 15 calendar days of receipt from the licensed inspection business.

5. Certificates of compliance for existing SSTS shall remain valid for three years from the date of issue unless the department finds evidence of an imminent threat to public safety requiring removal and abatement under Minn. Stats. § 145A.04, subd. 8.

6. The department may waive a compliance inspection required by section 9.02(C)(1) if:

a. The owner of the real property served by an existing SSTS acknowledges in writing to the department that the existing SSTS is failing and shall be upgraded, repaired, replaced or abandoned in accordance with this ordinance within 10 months; or

b. The owner of the real property served by an existing SSTS acknowledges in writing to the department that the existing SSTS is an imminent threat to public health or safety and shall be upgraded, repaired, replaced or abandoned in accordance with this ordinance within 30 days.

#### D. PROPERTY TRANSFER/SALE REQUIREMENTS.

1. No owner or other person acting with legal authority on behalf of an owner of real property served by an existing SSTS shall sell or transfer to another party said real property unless the following requirements are met:

a. A compliance inspection has been performed and a certificate of compliance has been issued for the SSTS within three years if the SSTS is older than five years or within five years if the SSTS is less than five years old prior to the intended date of sale or transfer of the real property, unless evidence is found identifying an imminent threat to public health and safety. If this requirement cannot be met, a compliance inspection must be conducted in accordance with section 9.02(C) above.

b. The compliance inspection must have been performed by a qualified employee of the department or a licensed inspection business following the procedures described in section 9.02(C) above.

c. The seller/transferor of the real property must provide the disclosure required by Minn.Stats. § 115.55, subd. 6.

d. If the seller/transferor fails to provide a certificate of compliance, the seller/transferor shall provide the buyer/transferee sufficient security in the form of an escrow agreement to assure the

installation of a complying SSTS. The security shall be placed in an escrow with a licensed real estate closer, licensed attorney, or federal or state chartered financial institution. The amount escrowed shall be equal to 110% of the written contract price for the installation of a complying SSTS provided by a licensed and verified installer. After a complying SSTS has been installed and a certificate of compliance issued, the seller/transferor or the buyer/transferee shall provide the escrow agent a copy of the certificate of compliance.

2. The compliance portion of the certificate of compliance need not be completed if the sale or transfer involves the following circumstances:

a. The affected real property is without buildings or contains no dwellings or other buildings with plumbing fixtures.

b. The transfer is a tax forfeiture.

c. The sale or transfer completes a contract for deed or purchase agreement entered into prior to the effective date of this ordinance. This subsection applies only to the original vendor and vendee on such contract.

3. All real property sales or transfers subject to this ordinance occurring during the period between November 15th and April 15th when SSTS compliance cannot be determined due to frozen soil conditions shall require a winter agreement, which includes an application for an SSTS permit and an agreement to complete a compliance inspection by the following June 1st by a licensed inspection business. If upon inspection the SSTS is found to be in compliance, the permit fee will be refunded. If upon inspection the system is found to be noncompliant, an escrow agreement must be established in accordance with section 9.02(D)(1)(d) above and the system upgraded.

4. The responsibility for filing the completed compliance portion of the certificate of compliance under section 9.02(D)(1) above or for upgrading a system found to be noncompliant shall be determined by the seller/transferor and the buyer/transferee. The seller/transferor and the buyer/transferee shall provide the department with a signed statement indicating responsibility for completing the compliance portion of the certificate of compliance and for upgrading a system found to be noncompliant.

5. The issuance of permits, certificates of compliance or notices of noncompliance as requested or issued shall not be construed to represent a guarantee or warranty of the system's operation or effectiveness. Such certificates signify that the system in questions is or has been designed and installed in compliance or noncompliance of this ordinance.

E. CONFLICT OF INTEREST. A licensed inspection business that inspects an existing SSTS is allowed to subsequently design and install a new SSTS for that property provided the inspection business is also licensed to design and install. A licensed inspection business working on behalf of a municipality must not design or install a system or system site. A person working for or on behalf of a municipality shall not use the person's position to solicit for private business gain. [Minn. R. 7082.0700, Subp. 2(B-D~~8~~)]

## **SECTION 10.00 VARIANCES**

**10.01 VARIANCES ALLOWED.** [Minn. R. 7082.0100, Subp. 3(D)]

With the exception of section 10.02 below, in any case where it appears by the reason of exceptional circumstances the strict enforcement of any provision of the standards would cause unnecessary hardship or that strict conformity with the standards would be unreasonable, impractical or not feasible under the circumstances in order to promote the effective and reasonable application and enforcement of the provisions of this ordinance, the **county board Zoning Board of Adjustment** may permit a variance upon such conditions as it may prescribe consistent with the general purposes of this ordinance and the intent of this and all other applicable state and local regulations.

A variance shall expire and be considered null and void one (1) year after the Zoning Board of Adjustment's final decision to grant the variance if no SSTS construction has begun. One administrative extension of up to one (1) year may be granted by the Zoning Board of Adjustment upon written request by the property owner, provided there is reasonable cause for the request and further provide that the written request is made no less than 30 calendar days prior to the expiration of the variance.

#### **10.02 PROHIBITED VARIANCES.**

The **county board Zoning Board of Adjustment** may not grant variances from the following standards:

- A. Minn. R. 7080.2150, **S**subp. 2. **A-D.**
- B. Minn. R. 7081.0080, **S**subps. 2 to 5, however, variances may be granted to Minn. R. 7081.0080, **S**subp. 4(D)(1) for the replacement of MSTs serving existing dwellings or other establishments.
- C. Flow determinations under Minn. R. 7081.0110 if the deviation reduces the average daily flow from more than 10,000 gallons to 10,000 gallons per day or less.

#### **10.03 PROCEDURE FOR REQUESTING VARIANCE.**

A. APPLICATION FOR VARIANCE. A variance application shall be submitted by the property owner to the department on forms provided by the department. Applicants shall provide all information as required for the administration of this ordinance.

B. CONTENTS OF VARIANCE APPLICATION. The variance application shall include development plans and specifications and such other information as may be required by other sections of this ordinance or by the department. The application shall also include:

1. The legal description of the real property on which the system will be located;
2. The names, addresses and telephone numbers of the owners of the property or any person having a legal interest therein;
3. A site plan showing all pertinent dimensions, buildings, structures and significant natural features having an influence on the variance;
4. Copies of any required municipal, county, state, or federal permits or approvals;
5. A statement identifying the specific provision(s) in the ordinance from which the variance is requested;

6. The reasons why compliance with the provision(s) is difficult or inappropriate;
7. The alternative measures that will be taken to ensure a comparable degree of compliance with the intention of the applicable provision( s );
8. The length of time for which the variance is requested;
9. Cost considerations; and
10. Other relevant information requested by the department as necessary to properly evaluate the variance request.

C. APPLICATION FEE. The application fee shall accompany the initial application for a variance request.

D. SITE INVESTIGATION. Upon receipt of the variance application, the department shall decide if a site investigation conducted by the department is necessary. After the necessary information has been gathered, the department shall make a written recommendation to approve or deny the variance to the ~~county board~~ Zoning Board of Adjustment.

E. NOTIFICATION. ~~Notice of the time, place, and purpose of the public hearing (Notice of Hearing) shall be given by publication in a newspaper of general circulation in the town, municipality, or other area concerned and in the official newspaper of the county, at least ten days before the hearing. The Notice of Hearing~~ Written notice of the variance application shall be sent to property owners of record within 500 feet of the affected property, the town board of the township wherein the variance is proposed, and/or the governing body of any city of which the incorporated limits lie within two miles of the proposed variance. ~~The written notice~~ Notice of Hearing shall be given not less than 14 calendar days prior to the date of the meeting at which the variance application will be considered by the ~~county board~~ Zoning Board of Adjustment.

In instances where the affected property is located within the shoreland overly district, a copy of the Notice of Hearing shall also be sent by mail to the Minnesota Department of Natural Resources (DNR) sufficiently in advance so that the DNR receives at least 10 days' notice of the hearing.

The failure of any person to receive such notification shall not invalidate the proceedings.

F. ~~EVALUATION CRITERIA FOR VARIANCE. FACTORS REQUIRED FOR APPROVAL. The variance may be granted provided that:~~ A variance may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the official controls set forth in this ordinance. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control set forth in this ordinance; the plight of the property owner is due to circumstances unique to the property not created by the property owner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

~~1. The conditions causing the demonstrated hardship~~ Practical difficulty are unique to the property and were not caused by the action of the applicant;

The following additional criteria must be satisfied for any variance from this ordinance:

~~2-1.~~ The granting of the variance will not be contrary to the public interest or damaging to the rights of other person or to property values in the vicinity;

~~3-2.~~ The property owner would have no reasonable use of the land without the variance;

~~4-3.~~ The granting of the variance would not allow a prohibited use; and

~~5-4.~~ The granting of the variance would be in accordance with Minn. R. ~~C~~chs. 7080, 7081, and 7082.

G. CONDITIONS. The ~~county board~~ Zoning Board of Adjustment may impose conditions in granting the variance to ensure compliance and to protect the public health, safety, or welfare. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. Each violation of any condition set forth in the variance shall be a separate violation of this ordinance subject to enforcement and shall be sufficient grounds for terminating the variance.

H. DENIAL OF VARIANCE. No application for a variance which has been denied wholly or in part shall be resubmitted for a period of six months from the date of said denial, except on the grounds of relevant new evidence or proof of a significant change of conditions.

I. APPEAL. Any person aggrieved by the decision of the ~~county board~~ Zoning Board of Adjustment may appeal the decision to Dakota County District Court.~~to any court with appropriate jurisdiction.~~

J. NOTICE TO THE DEPARTMENT OF NATURAL RESOURCES. In instances where the affected property is located within the shoreland overly district, a final decision granting a variance shall be sent to the DNR within 10 days of the final action.

K. RECORDING. A certified copy of any order issued by Zoning Board of Adjustment granting a variance shall be recorded by the department with the county recorder or registrar of titles. The order shall include the legal description of the property involved.

## **SECTION 11.00 ORDINANCE VIOLATIONS**

For violations of this ordinance, the county may take the following actions: issuance of a warning notice; issuance of a notice of violation, issuance of a citation or complaint; issuance of a cease and desist order; abatement; suspension, summary suspension or revocation of a permit issued under this ordinance; execution of a stipulation agreement; and/or commencement of other civil proceedings.

### **11.01 WARNING NOTICE.**

The department may issue a warning notice to any person alleged to have committed a violation of this ordinance. A warning notice shall serve to place the person on notice that compliance with specified ordinance requirements must occur to avoid additional enforcement actions. Service of the warning notice shall be made by first class mail or by personal service. The warning notice shall contain:

A. A list of violations, including the ordinance section(s), rule(s), or statute(s) violated, the factual basis for the violations and the date( s) of the violations.

B. The specific actions required to be taken by the person to correct the violations and the timeframes within which the corrections are required to be made.

C. A general description of the additional administrative and judicial enforcement actions that could be pursued by the department if the alleged violations are not satisfactorily corrected.

#### **11.02 NOTICE OF VIOLATION (NOV).**

The department may issue a notice of violation (NOV) to any person alleged to have committed a violation of this ordinance. A NOV shall serve to place the person on notice that compliance with specified ordinance requirements must occur to avoid additional enforcement actions. Service of the NOV shall be made by certified mail or by personal service. The notice of violation shall contain:

A. Findings of fact with corresponding conclusions of law, which describe the alleged violations and the corresponding ordinance section(s), statute(s), and/or rule(s) which are allegedly violated.

B. Orders for corrective actions, which describe specifically how each alleged violation must be corrected and the timeframes within which the corrections are required to be made.

C. Notice of further action, which describes in general terms, the additional administrative and judicial enforcement actions that could be pursued by the department if the alleged violations are not satisfactorily corrected.

#### **11.03 CITATIONS.**

Any person who fails to comply with the provisions of this ordinance is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. An authorized representative of the department shall have the power to issue citations for violations of this ordinance, but shall not be permitted to physically arrest or take into custody any violator.

A. Issuance of the Citation. Citations shall be issued to the person alleged to have committed the violation (alleged violator) either by personal service or by certified mail. In the case of a public, private, or municipal corporation, the citation shall be issued to any officer or agent with express or implied authorization to accept such issuance.

B. Notice of Citation. Citations shall be made out in quadruplicate (4). One copy shall be issued to the alleged violator; one copy shall be filed with the department; one copy shall be filed with the Dakota County Attorney's Office; and one copy shall be filed with the Dakota County District Court, First Judicial District.

C. Form of Citation. Citations shall be on such form(s) as approved by the department and shall contain at least the following:

1. The name and address of the alleged violator and when known, the owner or person in charge of the premises at which the violation occurred;

2. The date, time (if known) and place of violation;
3. A short description of the violation followed by reference to the section of this ordinance violated;
4. The name of the person issuing the citation;
5. The date, time, and place at which the alleged violator shall appear in court and notice that if such person does not appear a warrant may be issued for such person's arrest; and
6. Such other information as the court may specify.

D. Court Appearance. The alleged violator shall appear at the place and on the date and time specified in the citation and either:

1. Plead guilty to the citation and meet the requirements of the sentence imposed by the court; or
2. Plead not guilty to the citation and schedule a court date for further hearing or trial.

E. Failure to Appear on the Citation. If the alleged violator does not appear at the place and on the date and time specified on the citation, the court may issue a warrant for the person's arrest.

F. Complaint. A complaint may be issued in lieu of a citation as determined by the Dakota County Attorney's Office.

G. Aiding and Abetting. As set forth in Minn. Stats. § 609.05, a person is criminally liable for a crime committed by another if the person intentionally aids, advises, hires, counsels, or conspires with or otherwise procures the other to commit the crime. A person liable for such crime is also liable for any other crime committed in pursuance of the intended crime if reasonably foreseeable by the person as a probable consequence of committing or attempting to commit the crime intended. A person who intentionally aids, advises, hires, counsels, or conspires with or otherwise procures another to commit a crime and thereafter abandons that purpose and makes a reasonable effort to prevent the commission of the crime prior to its commission is not liable if the crime is thereafter committed.

A person liable under this section may be charged with and convicted of the crime although the person who directly committed the crime has not been convicted, or has been convicted of some other degree of the crime or of some other crime based on the same act, or if the person is a juvenile who has not been found delinquent for the act. For purposes of this section, a crime also includes an act committed by a juvenile that would be a crime if committed by an adult.

#### **11.04 ABATEMENT.**

If a SSTS constitutes a public health nuisance [defined by Minn. Stats. Ch. 145A](#), the department may enter the property and abate the nuisance and recover the costs of the same from the property owner through the following procedures:

A. ABATEMENT NOTICE. The department shall serve an abatement notice on the property owner or occupant.

1. Contents of Abatement Notice. An abatement notice shall include the following:

- a. Notice that there is a SSTS located on the property and that it constitutes a public health nuisance.
- b. Notice that the property owner must abate the public health nuisance within a specified time period not to exceed 10 calendar days in order to avoid any liability for the costs of inspection and abatement that the county may incur.
- c. Notice that if the property owner fails to abate the public health nuisance within the specified timeframe, the department or its agent intends to enter the property and commence abatement of the public health nuisance and assess the costs of inspection and abatement against the real property on which the nuisance is located.

2. Service. The abatement notice must be served on a property owner by certified mail or personal service. Service by certified mail shall be deemed complete upon mailing. If the property owner is unknown or absent and has no known representative upon whom notice can be served, the department shall post a written or printed notice on the property stating that, unless the public health nuisance is abated within a period not longer than 10 days, the department will have the nuisance abated at the expense of the owner.

B. ABATEMENT BY THE COUNTY. In the event a property owner does not abate the public health nuisance, the department may expend funds necessary to abate the nuisance in accordance with the Dakota County Bid Grant and Contracting Policy.

#### C. ASSESSMENT OF ABATEMENT COSTS.

1. The costs of an enforcement action under this section may be assessed and charged against the real property on which the public health nuisance was located.
2. The department shall keep a record of the enforcement and abatement costs and report all work done for which assessments are to be made, stating and certifying the description of the real property, lots or parcels involved and the amount assessable to each to the county auditor.
3. The county auditor shall extend the cost so assessed and charged on the tax roll of the county against the real property on which the enforcement action was taken.

#### **11.05 CEASE AND DESIST ORDERS.**

Cease and desist orders may be issued when the department has probable cause that an activity regulated by this or any other county ordinance is being or has been conducted without a permit or in violation of a permit. When work has been stopped by a cease and desist order, it shall not be resumed until the reason for the work stoppage has been completely satisfied, any administrative fees paid, and the cease and desist order lifted.

#### **11.06 STIPULATION AGREEMENT.**

The department and a person alleged to have violated provisions of this ordinance may voluntarily enter into a stipulation agreement whereby the parties to the agreement: identify conditions on the property that require corrective action; agree on the corrective actions that must be performed by

the person; and agree on the timeframes in which the corrective actions must be completed. If the person fails to fulfill the requirements of the agreement, the county may seek compliance with the terms of the agreement through a court of competent jurisdiction or pursue other enforcement action allowed by this ordinance.

#### **11.07 SUSPENSION AND REVOCATION OF PERMIT.**

The department may suspend or revoke a permit for violations of this ordinance in accordance with section 12.00 below. The department may issue a summary suspension of a permit for violations of this ordinance in accordance with section 12.02 below.

#### **11.08 COMMENCEMENT OF CIVIL COURT ACTION.**

In the event of a violation or threat of violation of this ordinance, the county board may institute appropriate civil actions or proceedings in any court of competent jurisdiction requesting injunctive relief to prevent, restrain, correct or abate such violations or threatened violations. The county may recover all costs, including reasonable attorney's fees, incurred for enforcement of this ordinance.

### **SECTION 12.00 PERMIT SUSPENSION AND REVOCATION**

#### **12.01 SUSPENSION.**

A. Any permit required under this ordinance may be suspended by the department for violation of any provision of this ordinance. Upon written notice to the permittee, said permit may be suspended by the department for a period not longer than 60 days or until the violation is corrected, whichever is shorter.

B. Such suspension shall not occur earlier than 10 ~~business county working~~ days after written notice of suspension has been served on the permittee, or if a hearing is requested, until written notice of the ~~Zoning Board of Adjustment county board~~ action has been served on the permittee. Notice to the permittee shall be made by personal service or by certified mail to the address designated in the permit application. Service by certified mail shall be deemed complete upon mailing. Such written notice of suspension shall contain the effective date of the suspension, the nature of the violation(s) constituting the basis for the suspension, the facts which support the conclusion that the violation(s) occurred, and a statement that if the permittee desires to appeal, the permittee must file a written request for an appeal hearing with the ~~Zoning Board of Adjustment county board~~ within 10 ~~business county working~~ days of the service of the suspension notice, exclusive of the day of service. The appeal hearing request shall be in writing stating the grounds for appeal and served on the ~~Zoning Board of Adjustment county board~~ by personal service or certified mail with a copy to the department within 10 ~~business county working~~ days of service of the suspension notice, exclusive of the day of service. Following timely service of a request for hearing, the ~~Zoning Board of Adjustment county board~~ shall set a time and place for the hearing pursuant to section 13.00.

C. If said suspension is upheld and the permittee has not demonstrated within the 60 day time period that the provisions of the ordinance have been complied with, the department may serve notice of continued suspension for up to an additional 60 days or initiate revocation procedures.

#### **12.02 SUMMARY SUSPENSION.**

A. If the department finds that an imminent threat to the environment or to public health, safety or welfare requires emergency action and incorporates a finding to that effect in its order, summary suspension of a permit may be ordered by the department upon notification to the Dakota County Attorney's Office. Written notice of such summary suspension shall be made by personal service or by certified mail on the permittee at the address designated in the permit application. Service by certified mail shall be deemed complete upon mailing. Alternatively, the department may post copies of the notice of summary suspension of the permit on the property for which the permit was issued. Said posting shall constitute the notice required under this section.

B. The written notice shall state the effective date of the summary suspension, the nature of the violation(s) requiring emergency action, the facts which support the conclusion that the violation(s) occurred and a statement that if the permittee desires to appeal, the permittee must file a request for an appeal hearing with the county board within 10 ~~county working business~~ days of service or posting of the suspension notice, exclusion of the day of service. The appeal hearing request shall be in writing stating the grounds for appeal and served on the county board by personal service or by certified mail with a copy to the department within 10 ~~county working business~~ days of service or posting of the suspension notice, exclusive of the day of service. Following timely service of a request for a hearing, the county board shall set a time and place for the hearing pursuant to section 13.00.

C. The summary suspension shall not be stayed pending an appeal to the county board or an informal review by the department head, but shall be subject to dismissal upon a favorable re-inspection by the department or favorable appeal to the county board.

### **12.03 SUSPENSION RE-INSPECTIONS.**

Upon written notification from the permittee that all violations for which a suspension or summary suspension was invoked have been corrected, the department shall re-inspect the system, device, site or activity within a reasonable length of time, but in no case more than three ~~county working business~~ days after receipt of the notice from the permittee. If the department finds upon re-inspection that the violations constituting the grounds for the suspension have been corrected or removed, the department shall immediately dismiss the suspension by written notice to the permittee, served personally or by certified mail on the permittee at the address designated in the permit application, with a copy to the Dakota County Attorney's Office.

### **12.04 REVOCATION.**

A. Any permit granted pursuant to this ordinance may be revoked by the department for violation of any provision of this ordinance.

B. Revocation shall not occur earlier than 10 ~~business county working~~ days from the time that written notice of revocation from the department is served on the permittee, or if a hearing is requested, until written notice of the ~~Zoning Board of Adjustment county board's~~ action has been served on the permittee. The notice of revocation to the permittee shall be made by personal service or by certified mail to the address designated in the permit application. Service by certified mail shall be deemed complete upon mailing. Such written notice of revocation shall contain the effective date of the revocation, the nature of the violation(s) constituting the basis for the

revocation, the facts which support the conclusion that the violation(s) occurred and a statement that if the permittee desires to appeal, the permittee must file a request for an appeal hearing with the ~~Zoning Board of Adjustment county board~~ within 10 ~~business county working~~ days of service of the revocation notice, exclusive of the day of service. The appeal hearing request shall be in writing stating the grounds for appeal and served on the ~~Zoning Board of Adjustment county board~~ by personal service or by certified mail with a copy to the department within 10 ~~business county working~~ days of service of the revocation notice, exclusive of the day of service. Following timely service of a request for a hearing, the ~~Zoning Board of Adjustment county board~~ shall set a time and a place for the hearing to be held pursuant to section 13.00.

## SECTION 13.00 HEARINGS

~~Hearings requested under this ordinance by an applicant or permittee (hereinafter collectively referred to as "appellant") aggrieved by a denial of construction permit or operating permit pursuant to sections 7.02 or 7.04 or a permit suspension or revocation pursuant to sections 12.01, 12.02 or 12.04 shall be held before the Zoning Board of Adjustment and shall be open to the public. Hearings requested under this ordinance shall be held before the county board, or a hearing examiner as provided below, and shall be open to the public.~~

A. TIMEFRAME FOR HEARING. Unless an extension of time is requested by the appellant in writing directed to the chair of the ~~county board~~~~Zoning Board of Adjustment~~ and is granted, the hearing will be held no later than 45 calendar days after the date of service of request for a hearing, exclusive of the date of such service. In any event, such hearing shall be held no later than 90 calendar days after the date of service of request for a hearing, exclusive of the date of such service.

B. NOTICE OF HEARING. The ~~county board~~~~Zoning Board of Adjustment~~ shall mail notice of the hearing to the appellant, with a copy to the department and the Dakota County Attorney's Office, at least 15 ~~business county working~~ days prior to the hearing.

Such notice shall include:

1. A statement of time, place, and nature of the hearing.
2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
3. A reference to the particular section of the ordinance and rules involved.

~~C. HEARING EXAMINER. The county board may by resolution appoint an individual, to be known as the hearing examiner, to conduct the hearing and to make findings of fact, conclusions and recommendations to the county board. The hearing examiner shall submit the findings of fact, conclusions and recommendations to the county board in a written report and the county board may adopt, modify or reject the report.~~

~~CD.~~ CONDUCT OF THE HEARING. The appellant and the department may be represented by counsel. The department, the appellant, and additional parties, as determined by the ~~county board~~~~Zoning Board of Adjustment~~ or hearing examiner, in that order, shall present evidence. All testimony shall be sworn under oath. All parties shall have full opportunity to respond to and

present evidence, cross-examine witnesses, and present argument. The county board Zoning Board of Adjustment or hearing examiner may also examine witnesses.

**DE. BURDEN OF PROOF.** The department shall have the burden of proof of proving its position by a preponderance of the evidence, unless a different burden is provided by substantive law, and all findings of fact, conclusions, and decisions by the county board Zoning Board of Adjustment shall be based on evidence presented and matters officially noticed.

**EF. ADMISSION OF EVIDENCE.** All evidence that possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to rely in the conduct of their serious affairs. Evidence that is incompetent, irrelevant, immaterial or unduly repetitious may be excluded. The hearing shall be confined to matters raised in the department's written notice of suspension, summary suspension, revocation, or denial of a permit, or in the written request for a hearing.

**EG. PRE-HEARING CONFERENCE.** At the written request of any party, or upon motion of the county board Zoning Board of Adjustment or hearing examiner, a pre-hearing conference shall be held. The pre-hearing conference shall be conducted by the hearing examiner, if the county board Zoning Board of Adjustment has chosen to use one, or by a designated representative of the county board Zoning Board of Adjustment. The pre-hearing conference shall be held no later than five business county working days before the hearing. The purpose of the pre-hearing conference is to:

1. Clarify the issues to be determined at the hearing.
2. Provide an opportunity for discovery of all relevant documentary, photographic or other demonstrative evidence in the possession of each party. The hearing examiner or county board Zoning Board of Adjustment's representative may require each party to supply a reasonable number of copies of relevant evidence capable of reproduction.
3. Provide an opportunity for discovery of the full name and address of all witnesses who will be called at the hearing and a brief description of the facts and opinions to which each is expected to testify. If the names and addresses are not known, the party shall describe them thoroughly by job duties and involvement with the facts at issue.
4. If a pre-hearing conference is held, evidence not divulged as provided above shall be excluded at the hearing unless the party advancing the evidence took all reasonable steps to divulge it to the adverse party prior to the hearing and:
  - a. The evidence was not known to the party at the time of the pre-hearing conference; or
  - b. The evidence is in rebuttal to matters raised for the first time at or subsequent to the pre-hearing conference.

**GH. FAILURE TO APPEAR.** If the appellant fails to appear at the hearing, appellant shall forfeit any right to a hearing before the county board Zoning Board of Adjustment or hearing examiner. Appellant's failure to appear shall also be deemed as a waiver of appellant's right to appeal the department's decision and the department's decision shall stand.

H. DECISION. The Zoning Board of Adjustment may reverse, affirm in whole or part, or may modify the order, requirements, decisions or determinations of the department and to direct the department to issue the permit. In addition, the Zoning Board of Adjustment may impose conditions, including time limits, to protect the public health, safety and welfare of the public. The reasons for the Zoning Board of Adjustment's decision shall be stated in writing.

I. APPEAL ~~OF COUNTY BOARD DECISION~~. Any appellant aggrieved by the decision of the ~~county board~~ Zoning Board of Adjustment may appeal that decision to ~~any court with appropriate jurisdiction~~ Dakota County District Court.

## **SECTION 14.00 RECORD KEEPING AND ANNUAL REPORT**

### **14.01 RECORD KEEPING.**

The department shall maintain a current record of all permitted systems. The record shall contain all permit applications, issued permits, fees assessed, variance requests, certificates of compliance, notices of noncompliance, enforcement proceedings, site evaluation reports, design reports, record drawings, management plans, maintenance reports, an annual list of all sewage tanks installed in the department's jurisdiction sorted by licensed installation businesses, and other records relevant to each system. [Minn. R. 7082.0300, Subp. 4}]

### **14.02 ANNUAL REPORT.**

The department shall provide an annual report of SSTS permitting activities to the MPCA in accordance with the requirements set forth in Minn. R. 7082.0040, ~~S~~subp. 5, as may be amended. [Minn. R. 7082.0040, Subp. 5}]

## **SECTION 15.00 TAX ASSESSMENT PROGRAM**

### **15.01 GENERAL PROVISIONS.**

A. Authority. Pursuant to Minn. ~~esota Statutes, Section~~ 115.57, the Dakota County Board of Commissioners hereby establishes a voluntary tax assessment program to assist qualifying property owners to replace or repair failing SSTS in Dakota County. The program may only be used for the site evaluation, design, installation, repair and replacement of existing failing SSTS on privately owned property, pursuant to the authority granted under Minn. Stat. ~~Chapter Ch.~~ 115 and Minn. ~~R. Ch. esota Rules~~ 7080 that pertain to sewage treatment as defined under this ordinance. The program may not be used for construction of a new SSTS on property that did not previously have a SSTS.

B. Application. Application shall be made to the Department on forms provided by the Department. Department staff shall determine if an applicant is a qualifying property owner by verifying that the applicant is the property owner of record, the property is homesteaded, and the taxes are current. Whoever knowingly makes, or causes to be made, a material misstatement, misrepresentation, or omission during the application process with the intention that it be relied upon by the Department in determining eligibility for the program is guilty of a misdemeanor.

C. Terms. Dakota County may lend funds to a qualifying property owner to correct a failing SSTS, as shall be recommended by the Department, at an interest rate and terms to be established by resolution of the Dakota County Board of Commissioners. All sums loaned under the program, and accrued interest thereon, shall be a lien against the real property upon which the improvement was made, and shall be assessed against the property. The property owner has the right to prepay the assessment at any time during the assessment period. There shall be no penalty for prepayment.

D. Notification. Upon approval by the Department, the applicant will be notified in writing that their application has been approved. Work to replace or repair the failing SSTS may not proceed until the application has been approved and all required permits obtained. All construction must conform to the standards and requirements in Minn. R. ~~Chs.utes~~ 7080-7083 and Section 5.05 of this ~~o~~Ordinance. If an application is not approved, the applicant will be notified in writing as to the reasons the application was denied.

E. Fund Disbursement. Upon completion of the repair or replacement of the SSTS, the contractor shall submit an invoice, final inspection report or certificate of compliance, and an as-built record to the Department. After review by the Department, payment shall be made to the contractor for the approved amount of the program loan.

#### **SECTION 16.00 SEVERABILITY**

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

#### **SECTION 17.00 REMEDIES CUMULATIVE**

No remedy set forth in this ordinance is intended to be exclusive but each such remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay in the exercise of any remedy for violation of this ordinance shall later impair or waive any such right or power of the county.

#### **SECTION 18.00 EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the Board of County Commissioners of Dakota County this 4th day of June 1985.

Amended by the Board of County Commissioners of Dakota County this 23rd day of July 1996.

Amended by the Board of County Commissioners of Dakota County this 19th day of May 1998.

Amended by the Board of County Commissioners of Dakota County this 15th day of December 2009.

Amended by the Board of County Commissioners of Dakota County this 5th day of April 2016.

Amended by the Board of County Commissioners of Dakota County this 23rd day of January 2018.

Amended by the Board of County Commissioners of Dakota County this \_\_\_\_ day of \_\_\_\_\_ 2026.

ATTEST:

COUNTY OF DAKOTA, STATE OF MINNESOTA

DRAFT



**Public Hearing To Receive Comments On And Adoption Of  
Revised Dakota County Ordinance No. 113,  
Subsurface Sewage Treatment Systems**

Benjamin Hoyt – Environmental Specialist  
Environmental Resources Department  
Physical Development Division

- Ordinance updates
- Variance approval process
- Review and Public Notice

- Primarily housekeeping
  - Update rules references to align with state
  - Add clarifications
  - Add definitions
  - Remove redundant language

- Shift variance approval process from County Board to Zoning Board of Adjustment
  - Improve speed and efficiency for homeowners, contractors, and staff
  - Further aligns Ordinance 113 to other Dakota County ordinances

- Proposed amendments were reviewed and supported by:
  - Minnesota Pollution Control Agency septic program staff
  - Neighboring county septic program staff
  - Septic contractors
- Public hearing notice posted in the Hastings Journal each week May 14 thru June 4, 2026
- No public comments received

- Adopt amendments to Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems, as presented on June 9, 2026

# Questions?



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5739

**Agenda #:** 6.1

**Meeting Date:** 6/9/2026

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Approval of Minutes of Meeting Held on May 19, 2026



# Dakota County

## Board of Commissioners

### Minutes

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Tuesday, May 19, 2026

9:00 AM

Boardroom, Administration Center,  
Hastings, MN

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#### 1. Call to Order and Roll Call

**Present:** Commissioner Mike Slavik  
Commissioner Joe Atkins  
Commissioner Laurie Halverson  
Commissioner William Droste  
Commissioner Liz Workman  
Commissioner Mary Liz Holberg  
Commissioner Mary Hamann-Roland

Also in attendance were Heidi Welsch, County Manager; Kathryn M. Keena, County Attorney; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

#### 2. Pledge of Allegiance

The meeting was called to order at 9:00 a.m. by Chair Halverson who welcomed everyone and opened the meeting with the Pledge of Allegiance.

#### 3. Audience

Chair Halverson noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us  
No comments were received for this agenda.

#### 4. Agenda

**4.1** Resolution No: 26-209  
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: Joe Atkins

Ayes: 7

#### CONSENT AGENDA

On a motion by Commissioner Workman, seconded by Commissioner Atkins, the Consent agenda was approved as follows:

#### 5. County Administration - Approval of Minutes

- 5.1** Resolution No: 26-210  
Approval of Minutes of Meeting Held on May 5, 2026

Motion: Liz Workman

Second: Joe Atkins

Ayes: 7

**6. Items Recommended by Board Committee\***

- 6.1** Resolution No: 26-211  
Approval Of Revised Policy 2751 Procurement, Contract And Grant

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, the Finance Department periodically reviews and recommends revisions to policies and procedures to maintain and enhance the effective and responsive provision of Finance functions in the County; and

WHEREAS, staff determined that Policy 2740 Procurement and Policy 2751 Solicitation, Grant and Contract may be consolidated into one policy for simplification and cohesiveness; and

WHEREAS, proposed revisions to the new Policy 2751 Procurement, Contract and Grant also include:

- Federal Uniform Grant Guidance (UGG) language updates to be consistent with current federally funded contract purchasing and acquisition thresholds.
- Raising the Professional Services contract threshold requiring County Board approval from \$100,000 to \$175,000, to be consistent with Uniform Municipal Contracting Law.
- Increasing the maximum amendment amount for construction contracts approved in the CIP Budget from \$250,000 to \$425,000 for administrative efficiencies.

; and

WHEREAS, the County Senior Leadership Team supports the recommended changes.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the revised Policy 2751 Procurement, Contract and Grant; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby retires County Policy 2740.

Ayes: 7

- 6.2** Resolution No: 26-212  
Update On Mental Health Promotion And Proclamation Of May As Mental Health Month

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, May is National Mental Health Month; and

WHEREAS, according to the National Alliance on Mental Illness and the Center for Disease Control:

- One in five United States (U.S.) adults experience mental illness
- One in twenty U.S. adults experience serious mental illness
- 50 percent of all lifetime mental illness begins by age 14, and 75 percent by age 24
- In 2025, 1 in 5 employees in the U.S. reported experiencing burnout, with mental health problems being one of the key contributors
- 1 in 5 children aged 3-17 in the U.S. have a mental health condition, with ADHD, anxiety, and depression being the most common diagnoses

; and

WHEREAS, mental health is an important determinant of overall health and well-being for individuals; and

WHEREAS, the COVID-19 pandemic, along with compounding community trauma, continues to have a significant impact on adult and child mental health, particularly for people with pre-existing mental illness and Substance Use Disorder (SUD), and for communities of color; and

WHEREAS, many residents are struggling with the long-term impacts of illness, loss of loved ones, social isolation, job loss, changes in routines, racism or other forms of discrimination, and community trauma, resulting in many who are experiencing unprecedented levels of fear, anxiety, and stress; and

WHEREAS, Dakota County has maintained a focus on connecting people to community mental health and SUD services, promoting mental health messaging and initiatives, addressing service needs and gaps through community partnerships, training, and engaging the perspective and voice of people with lived experience; and

WHEREAS, this includes providing community members with practical tools they can use to improve their mental health and increase resiliency; and

WHEREAS, prevention is an effective strategy to reduce the impact of mental health conditions and, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, Dakota County has a network of mental health services and initiatives that provide mental health support and promote mental health awareness and education; and

WHEREAS, Dakota County staff, in partnership with other organizations, are committed to building public awareness and addressing stigma as important steps in supporting people to access treatment and support; and

WHEREAS, promoting mental health and awareness of resources and support is especially important given the impacts of the pandemic and community trauma on mental health and well-being; and

WHEREAS, staff recommends that the Dakota County Board of Commissioners proclaim May as Mental Health Month in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 2026 as Mental Health Month in Dakota County and supports efforts to promote mental health awareness, training, education, and access to information, services, and supports to serve the mental health needs of the citizens of Dakota County.

Ayes: 7

## 7. Central Operations

### 7.1 Resolution No: 26-213

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With City Of Apple Valley

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, the City of Apple Valley desires the use of two strands of fiber from Redwood Park at 311 150th Street West, Apple Valley, to Apple Valley City Hall at 7100 174th Street West, Apple Valley; and

WHEREAS, the City of Apple Valley desires the use of two strands of fiber from Kelley Park at 6855 Fortino Street, Apple Valley to Apple Valley City Hall at 7100 174th Street West, Apple Valley; and

WHEREAS, Dakota County agrees to grant to the City of Apple Valley the right to use four fibers within certain fiber optic cable segments; and

WHEREAS, City of Apple Valley agrees to pay Dakota County \$1,740 annually for the use of the four strands fiber; and

WHEREAS, the initial term of this agreement is ten years, with two separate five-year renewals; and

WHEREAS, a Fiber Optic Indefeasible Right To Use Agreement with City of Apple Valley is required for use of County fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an

Indefeasible Right to Use Agreement with the City of Apple Valley, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**7.2** Resolution No: 26-214

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With Rosemount-Apple Valley-Eagan Independent School District 196

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, Rosemount-Apple Valley-Eagan Independent School District 196 desires the use of one fiber from Dakota County to provide the school district fiber connecting Western Service Center at 14955 Galaxie Avenue, Apple Valley to the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount; and

WHEREAS, Rosemount-Apple Valley-Eagan Independent School District 196 desires to lease the use of six fibers from Dakota County to connect the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount to 132nd Street NW and Robert Trail, Rosemount; and

WHEREAS, Dakota County agrees to grant to Rosemount-Apple Valley-Eagan Independent School District 196 the right to use seven fibers within certain fiber optic cable segments; and

WHEREAS, Rosemount-Apple Valley-Eagan Independent School District 196 agrees to pay Dakota County \$9,290 annually for the use of the fiber; and

WHEREAS, the initial term of this agreement is ten years, with two separate five-year renewals; and

WHEREAS, a Fiber Optic Indefeasible Right To Use Agreement with Rosemount-Apple Valley-Eagan Independent School District 196 is required for use of County fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an Indefeasible Right to Use Agreement with Rosemount-Apple Valley-Eagan Independent School District 196, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**7.3** Report On Invoices Paid In April 2026

Information only; no action requested.

**8. County Board/County Administration**

- 8.1** Resolution No: 26-215  
Summary Of Conclusions Of Closed Executive Session To Hold Performance Review Of County Manager

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, the Open Meeting Law, Minn. Stat. § 13D.05, permits a public body to close a meeting to evaluate the performance of an individual subject to its authority; and

WHEREAS, the statute requires that the public body summarize its conclusions regarding the evaluation during a subsequent open meeting; and

WHEREAS, on May 5, 2026, the Dakota County Board of Commissioners held a closed executive session to hold a discussion of the mid-year performance of the County Manager; and

WHEREAS, the mid-year review of the County Manager did not result in a rating and was conducted for performance feedback purposes only.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Commissioners hereby reports that the review consisted of a discussion of the County Manager's accomplishments and observations over the past six months, along with challenges and opportunities she and the Board foresee for the performance of County Manager for the remainder of the year, and did not result in any conclusions regarding the County Manager's performance.

Ayes: 7

**9. Community Services**

- 9.1** Resolution No: 26-216  
Proclamation Of Emergency Medical Services Week In Dakota County May 17-23, 2026

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, by Resolution No. 03-218 (April 22, 2003), the Board established the Emergency Medical Services (EMS) Advisory Council's membership, structure, and advisory role to the Dakota County Public Health Director; and

WHEREAS, the mission of the Dakota County EMS Advisory Council is to assure prompt, quality and coordinated EMS to the citizens of Dakota County by providing high-quality care through training, community awareness, system improvement, and assuring best practices; and

WHEREAS, EMS Council members include representatives from hospitals, ambulance providers, police, fire, medical directors, County emergency response staff, Dakota 911, and others, including Allina, Health East, Burnsville,

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Hastings, North Air Care, South Metro Fire, Cannon Falls and Northfield EMS ambulance providers; and

WHEREAS, the EMS Advisory Council works collaboratively with the Public Health Department to enhance EMS services to Dakota County residents; and

WHEREAS, on May 14, 2026, the Dakota County EMS awards were presented.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 17-23, 2026, as Emergency Medical Services Week in Dakota County by recognizing the value of emergency medical service providers in Dakota County.

Ayes: 7

## 10. Physical Development

### 10.1 Resolution No: 26-217

Approval Of Dakota County Fiscal Year 2026 One-Year Action Plan For Community Development Block Grant, HOME Investment Partnerships, And Emergency Solutions Grant Programs

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, Dakota County is an Entitlement County for funds through the Community Development Block Grant (CDBG) Program and Emergency Solutions Grant (ESG) Program and a Participating Jurisdiction for the HOME Investment Partnerships (HOME) Program; and

WHEREAS, Dakota County's Participating Jurisdiction status under the HOME Program pertains to a multi-jurisdiction consortium created in 1992 that includes Anoka, Washington, and suburban Ramsey Counties and the City of Woodbury (HOME Consortium); and

WHEREAS, Dakota County is designated as the Lead Agency for the HOME Consortium, responsible for certain administrative and reporting functions of the HOME Program; and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the CDBG, HOME, and ESG programs on behalf of Dakota County, thereby requiring agreements between the U.S. Department of Housing and Urban Development (HUD) and Dakota County for the CDBG, HOME, and ESG funds and between Dakota County and the Dakota County CDA for CDBG, HOME, and ESG program administration; and

WHEREAS, HUD requires the development and submission of the Fiscal Year (FY) 2026 One-Year Action Plan that proposes the allocation of the annual CDBG, HOME, and ESG funds to local governments and housing providers in the County; and

WHEREAS, CDA staff has worked with participating communities and agencies to identify CDBG, HOME, and ESG activities for FY 2026; and

WHEREAS, the proposed activities for HUD funds meet the housing and community development priorities identified in the Dakota County 2025-2029 Five-Year Consolidated Plan; and

WHEREAS, the Dakota County FY 2026 CDBG allocation is \$2,015,752 with \$350,000 of anticipated program income, the Dakota County FY 2026 HOME allocation is \$918,712.28, including program income (Consortium total of \$3,070,410.20), and the Dakota County FY 2026 ESG allocation is \$166,414; and

WHEREAS, CDA staff recommends allocating FY 2026 CDBG funds to 23 eligible activities for cities and townships, two Countywide activities, and one grant administration activity as follows: affordable housing rehab (64%), public services (12%), public facilities (4%), neighborhood revitalization (2%), down payment assistance (3%), planning (2%), and grant administration (13%); and

WHEREAS, CDA staff recommends allocating FY 2026 HOME funds to four eligible activities as follows: affordable rental housing (36%), affordable homeowner housing (36%), CHDO activities (13%), and grant administration (15%); and

WHEREAS, CDA staff recommends allocating FY 2026 ESG funds to five eligible activities as follows: emergency shelter operations (60%), rapid re-housing activities (28%), homelessness prevention activities (1.5%), the Homeless Management Information System (3%), and grant administration (7.5%); and

WHEREAS, HUD requires that a public notice be published, and a public hearing be held to receive comments and inform the public on the Dakota County 2026 One-Year Action Plan; and

WHEREAS, public notice of a minimum 30-day public comment period was published in the *Dakota Tribune* on March 13, 2026, and a public hearing notice was published in the *Dakota County Tribune* on March 27, 2026, and in the *Star Tribune* on April 2, 2026, and on the websites of participating cities, the Dakota County CDA website at [www.dakotacda.org](http://www.dakotacda.org), and the Dakota County website at [www.co.dakota.mn.us](http://www.co.dakota.mn.us); and

WHEREAS, the Dakota County Board of Commissioners conducted a public hearing on April 21, 2026, to receive comments on the Dakota County Fiscal Year 2026 One-Year Action Plan, and no comments were received at the hearing, nor were comments submitted to the CDA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners approves the Dakota County Fiscal Year 2026 One-Year Action

Plan for submission to the Department of Housing and Urban Development, and hereby approves the 2026 Residential Anti-Displacement and Relocation Assistance Plan, the 2026 Written Standards for the Emergency Solutions Grant program, and the 2026 Citizen Participation Plan; and

BE IT FURTHER RESOLVED, That the County Board Chair is hereby authorized to sign the application to the Department of Housing and Urban Development for Fiscal Year 2026 Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs and the Local Government and Specific Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Certifications; and

BE IT FURTHER RESOLVED, That the County Board Chair is hereby authorized to execute Fiscal Year 2026 Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant agreements with the Department of Housing and Urban Development for the acceptance of Community Development Block Grant funds totaling \$2,015,752, HOME Investment Partnership funds totaling \$2,258,228.07 for the Consortium with \$918,712.28 distributed to Dakota County including program income, and Emergency Solutions Grant funds totaling \$166,414; and a subrecipient agreement with the Dakota County Community Development Agency for the administration of the Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Community Development Agency Director of Community and Economic Development is hereby designated as the certifying officer for environmental reviews for the Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grant, and Capital Fund Programs.

Ayes: 7

**10.2** Resolution No: 26-218

Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, the Dakota County Community Development Agency (CDA) administers the entitlement funds of the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program for Dakota County, and a special allocation of HOME American Rescue Plan Act funds; and

WHEREAS, funds expended from previously approved projects for Fiscal Years 2021-2025 of the CDBG, HOME, and ESG programs and special allocations must be ratified by the Dakota County Board of Commissioners; and

WHEREAS, the CDBG entitlement expenses from January 1, 2026-March 31,

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2026, totaled \$255,704.81; and

WHEREAS, the HOME entitlement and special allocation expenses from January 1, 2026-March 31, 2026, totaled \$217,722.76; and

WHEREAS, the ESG entitlement allocation expenses from January 1, 2026-March 31, 2026, totaled \$38,409.55; and

WHEREAS, the CDA has paid the requests for payment associated with the CDBG, HOME, and ESG programs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the requisitions to the U.S. Department of Housing and Urban Development for \$511,837.12 for January 1, 2026-March 31, 2026, as presented.

Ayes: 7

**10.3** Resolution No: 26-219

Authorization To Execute Joint Powers Agreement With Dakota County Soil And Water Conservation District For Lawns Reimagined Compost Grant Program

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting party; and

WHEREAS, Dakota County and the Dakota County Soil and Water Conservation District (SWCD) are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. § 115A.551); and

WHEREAS, by Resolution No. 25-456 (September 23, 2025), the County Board adopted the 2024- 2044 Dakota County Solid Waste Management Plan (Solid Waste Management Plan), which includes tactics to increase the use of compost; and

WHEREAS, use of compost supports organics markets and has environmental benefits; and

WHEREAS, the County has a food scraps drop-off program and other organics diversion programs to encourage residents, businesses, schools and other government organizations to compost organic materials that can be used for many different applications, including as a seedbed for fine fescue seeds; and

WHEREAS, Dakota County receives Select Committee on Recycling and the Environment (SCORE) funds from the State of Minnesota to implement landfill abatement programs and is required to expend at least 50 percent of SCORE

funds that exceed the State's fiscal year 2014 funding allocation on organics programming (Minn. Stat. § 115A.557); and

WHEREAS, dedicated organics programming SCORE funds can be used to cover the acquisition and delivery of compost to residents; and

WHEREAS, the Dakota County SWCD established the Lawns Reimagined Program (Program), which provides education and support to Dakota County residents to convert their lawns to longer-rooted, drought tolerant fine fescue lawns with lower nutrient requirements; and

WHEREAS, the Environmental Resources Department and the SWCD have expressed mutual interest in executing a joint powers agreement to cooperate and coordinate activities related to the delivery of compost to Program participants who elect to receive compost along with SWCD's on-site review and follow-up visits as part of the Program; and

WHEREAS, the County's obligation for the purchase and delivery of compost for eligible Program participants shall not exceed \$5,000 per calendar year.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development to execute a joint powers agreement with the Dakota County Soil and Water Conservation District for the Lawns Reimagined Program through December 31, 2028, in an amount not to exceed \$15,000 for the total joint powers agreement, subject to approval by County Attorney's Office as to form.

Ayes: 7

**10.4** Resolution No: 26-220

Authorization To Execute Second Contract Amendment With KLJ Engineering, LLC, For Two Roundabouts On County State Aid Highway 86 (280th Street W), County Projects 86-43 And 86-44

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, Dakota County is proceeding with County Project (CP) 86-43 and CP 86-44 to reconstruct intersections on County State Aid Highway 86 at Trunk Highway (TH) 3 and TH 56 into rural single-lane roundabouts; and

WHEREAS, the original contract with KLJ Engineering, LLC was authorized for \$541,313.30 (DCA21201), and the first amendment added \$232,221 for a total of \$773,534.30 (DCA21201.1); and

WHEREAS, the second amendment for additional out-of-scope work is required to complete the design, including design revisions and agency coordination, and assistance with construction administration for environmental monitoring and soil sampling within the areas of known contamination at a cost of \$158,843.40 which will bring the total contract value to \$932,376.70; and

WHEREAS, the second amendment amount will be equally split between the two projects as below:

County Project 86-043: \$79,421.20

County Project 86-044: \$79,421.20

; and

WHEREAS, sufficient funds exist in the 2026 Transportation Capital Improvement Program Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Department Director, or their designee, to execute a second amendment to the contract with KLJ Engineering, LLC, increasing the contract amount by \$158,842.40 resulting in a new contract total not to exceed \$932,376.70, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**10.5** Resolution No: 26-221

Authorization To Execute Contract With Stonebrooke Engineering, Inc., For Americans With Disabilities Act-Compliant Pedestrian Ramp Design Services For Countywide 2027 Preservation Of Paved Highway Surfaces Projects

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the 2027 Preservation of Paved Highway Surfaces Projects; and

WHEREAS, due to staff capacity, a consultant is needed to complete the Americans with Disabilities Act-compliant pedestrian ramp design tasks within the project schedule; and

WHEREAS, County staff sent a request for proposals to four qualified professional consultants for the necessary pedestrian ramp design scope; and

WHEREAS, three proposals were received and evaluated by County staff; and

WHEREAS, the proposal from Stonebrooke Engineering, Inc. was determined to best meet the proposal scoring criteria as shown in the request for proposals; and

WHEREAS, the adopted 2026 Transportation Capital Improvement Program Budget includes \$1,300,000 for Preservation of Pedestrian and Bicycle Facilities; and

WHEREAS, staff recommends entering into a consultant contract with Stonebrooke Engineering, Inc. for a total contract amount of \$169,090.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of

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Commissioners hereby authorizes the Transportation Department Director, or designee, to execute a contract with Stonebrooke Engineering, Inc. to perform Americans with Disabilities Act-compliant pedestrian ramp design services for 2027 Preservation of Paved Highway Surfaces in an amount not to exceed \$169,090, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**10.6** Resolution No: 26-222

Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization, For Ravenna Trail Sontag Ravine Repairs Project, Ravenna Township

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, to promote a safe and efficient transportation system, Dakota County, in cooperation with the Vermillion River Watershed Joint Powers Organization (VRWJPO), completed erosion stabilization on the Sontag Ravine, County Project 54-010; and

WHEREAS, the Sontag Ravine is located on County State Aid Highway (CSAH) 54 (Ravenna Trail), a half mile north of CSAH 68 (200th Street); and

WHEREAS, construction of the stabilization project was completed in the spring of 2024; and

WHEREAS, during the summer of 2025, high-intensity rainfall and elevated stream flows undermined the rock structures, displaced the riprap, and scoured the channel bed; and

WHEREAS, rainfall events caused damage to the previously constructed stabilization which necessitated repairs; and

WHEREAS, the VRWJPO staff prepared design drawings and specifications to repair the Ravenna Trail Sontag Ravine; and

WHEREAS, a joint powers agreement (JPA) was drafted to allow the definition of the responsibilities of the County and the VRWJPO; and

WHEREAS, staff recommends authorizing the execution of the JPA with VRWJPO for the Ravenna Trail Sontag Ravine Repairs Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Transportation Director to execute a joint powers agreement with the Vermillion River Watershed Joint Powers Organization for the Ravenna Trail Sontag Ravine Repairs Project, subject to approval by the Dakota County Attorney's Office as to form.

Ayes: 7

**10.7** Resolution No: 26-223

Authorization To Execute State Aid Federal Aid Agency Agreement With Minnesota Department Of Transportation To Administer Federal Funding For Engineering Design For Reconstruction Of County State Aid Highway 50 And Interstate 35 Interchange In City Of Lakeville, County Project 50-33

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, Dakota County seeks to provide a safe and efficient transportation system consistent with the adopted Capital Improvement Program; and

WHEREAS, Dakota County is advancing County Project (CP) 50-33 to address safety, and mobility needs on County State Aid Highway (CSAH) 50/CSAH 5 and Interstate 35 (I-35) at the major interchange in the city of Lakeville; and

WHEREAS, CP 50-33 includes replacement of County and City roadway infrastructure and bridges within the interchange area and requires coordinated work affecting I-35; and

WHEREAS, construction of CP 50-33 is planned to commence in 2029 and to meet the project schedule, and associated federal funding deadlines, professional services for final engineering design and right of way activities are anticipated to begin this fall; and

WHEREAS, the Federal Fiscal Year 2023 Appropriations Act designated \$5,040,000 in Federal Highway Administration funding as Congressionally Directed Spending to support engineering design of the I-35 and County Road 50 Interchange Reconstruction project; and

WHEREAS, the Minnesota Department of Transportation (MnDOT), acting as the pass-through agency for these federal funds, requires Dakota County to execute a State Aid Federal Aid Agency Agreement to ensure compliance with federal requirements and to establish the process for receiving and administering the federal funding; and

WHEREAS, the agreement must be executed to authorize the federal funding, which must be obligated by September 1, 2026, with a maximum federal share of 80 percent and a 20 percent non-federal match of \$1,080,000; and

WHEREAS, execution of the agreement will enable Dakota County to advertise a qualifications-based request for proposals for final engineering design and preliminary right of way activities, and subsequently submit invoices for reimbursement of eligible costs; and

WHEREAS, the County Engineer recommends executing a State Aid Federal Aid Agency agreement with MnDOT to administer federal funding for design and engineering for the reconstruction of CSAH 50 and I-35 interchange, CP 50-33 in Lakeville.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County to execute a State Aid Federal Aid Agency Agreement with the Minnesota Department of Transportation to administer federal funding for engineering design related to County Project 50-33, the reconstruction of the County State Aid Highway 50 and Interstate 35 interchange in Lakeville; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Director or their designee to execute said agreement, and any amendments thereto, along with any associated documents consistent with this action.

Ayes: 7

- 10.8** Resolution No: 26-224  
Authorization To Amend 2026 Adopted Budget And Authorization To Execute Second Contract Amendment With SRF Consulting Group, Inc., For 117th Street (New County Road 32) In Inver Grove Heights, County Project 32-65

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, to provide a safe and efficient transportation system, Dakota County is reconstructing 117th Street in Inver Grove Heights; and

WHEREAS, the design of the project was done by SRF Consulting Group, Inc.; and

WHEREAS, a contract was executed with SRF Consulting Group, Inc., to provide construction management for the project; and

WHEREAS, design support during the construction phase includes reviewing of contractor submittals, shop drawings, and Requests for Information (RFIs), reissuing plan sheets as necessary, and performing additional services to support requests made by Dakota County, the City of Inver Grove Heights, Union Pacific Railroad, or other key stakeholders; and

WHEREAS, revisions to the plans are required due to the addition of driveway at Pine Bend Sanitation; and

WHEREAS, Union Pacific Railroad is requiring an additional geotechnical report for pipeline jacking crossing under their tracks; and

WHEREAS, SRF Consulting Group Inc., proposed a contract increase of \$120,330 to allow for these added tasks; and

WHEREAS, the Transportation Capital Improvement Program Budget requires an amendment for CP 32-65 to continue with the construction contract; and

WHEREAS, the Transportation Sales & Use Tax contains sufficient funds to account for the budget amendment of CP 32-65 in the amount of \$120,330,

bring the total project budget to \$23,158,592; and

WHEREAS, staff recommends authorizing the execution of an amendment to the contract with SRF Consulting Group, Inc., in the amount of \$120,330 funded by the current budget.

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development to execute a second amendment to the contract with SRF Consulting Group, Inc., in the amount of \$120,330 for design support and an additional geotechnical report for the Union Pacific Railroad for County Project 32-65, subject to approval by the County Attorney’s Office as to form, and

BE IT FURTHER RESOLVED, That the 2026 Transportation Capital Improvement Program Budget is hereby amended to include funds for County Project 32-65 as follows:

<b>Expense</b>	
County Project 32-65	<u>\$120,330</u>
<b>Total Expense</b>	<b>\$120,330</b>
<b>Revenue</b>	
Transportation Sales & Use Tax	<u>\$120,330</u>
<b>Total Revenue</b>	<b>\$120,330</b>

Ayes: 7

**10.9** Resolution No: 26-225  
Approval Of Final Plats Recommended By Plat Commission

Motion: Liz Workman Second: Joe Atkins

WHEREAS, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108; and

WHEREAS, the Plat Commission examines plats prior to County Board approval; and

WHEREAS, the Plat Commission has reviewed and recommends approval of the final plats by the County Board; and

WHEREAS, the final plat approval by the County Board is subject to the conditions established by the Plat Commission review; and

WHEREAS, the following plats below require approval by their respective City Council prior to the recording of the plats.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following final plat:

## RICH VALLEY SECOND ADDITION

Rosemount

Ayes: 7

**10.10** Resolution No: 26-226

Authorization To Acquire And Restore Conservation Easements And Acquire Donated Land On John B. Dudley Revocable Trust Property

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, the John B. Dudley Revocable Trust (Dudley Family) owns 341.65 acres of rural property (Property) in Waterford Township; and

WHEREAS, the Property is located within the Cannon River Conservation Focus Area and a portion straddles the Cannon River adjacent to the historic Waterford Bridge; and

WHEREAS, the Property includes three acquisitions: 1) a 16.96-acre permanent natural area conservation easement straddling the Cannon River (West Easement); 2) a 17.97-acre wooded permanent natural area conservation easement (East Easement); and 3) a 3.12-acre land donation also straddling the Cannon River; and

WHEREAS, an independent appraisal was completed, reviewed, and approved by County staff; and

WHEREAS, the Dudley Family agreed to sell the West Easement and East Easement (29.93 acres total) to the County for the appraised value of \$416,400, and donate 3.12 acres of land valued at \$31,500; and

WHEREAS, the estimated closing costs to acquire the Easements and land are \$5,500; and

WHEREAS, initial natural resource restoration within the West Easement is included in an Environment and Natural Resources Trust Fund grant, and initial natural resource restoration for the East Easement is estimated to cost \$198,300 over five years, with the Dudley Family donating land in lieu of contributing to restoration costs; and

WHEREAS, acquisition of the West Easement and acquisition and restoration of the East Easement are eligible for state Outdoor Heritage (OH) funding appropriated to the County by the Minnesota Legislature in Minnesota Law 2022 (ML22); and

WHEREAS, the 2026 Parks and Greenways Capital Improvement Program budget includes adequate ML22 OH funds for the Easements and East Easement restoration projects; and

WHEREAS, the final acquisition costs will be determined after the settlement statement is finalized and all associated acquisition expenses have been

invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$611,200, including \$416,400 for acquisitions, \$5,500 in estimated closing costs, and \$189,300 for estimated East Easement restoration costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Department Director to execute the purchase agreements with the John B. Dudley Revocable Trust to acquire two natural area conservation easements and accept donation of land, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute the natural area conservation easements and a Notice of Funding Restrictions for each easement as required for use of state Minnesota Law 2022 Outdoor Heritage funds appropriated to the County by the 2022 Minnesota Legislature for acquiring the natural area conservation easements on the John B. Dudley Revocable Trust property, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That following the acquisition of the natural area conservation easements on the John B. Dudley Revocable Trust property, staff will submit the necessary forms and documentation to the State of Minnesota to receive approximately \$609,700 in reimbursement funds over five years; and

BE IT FURTHER RESOLVED, That such reimbursement from the State of Minnesota will be returned to the 2026 Parks and Greenways Capital Improvement Program budget.

Ayes: 7

**10.11** Resolution No: 26-227

Authorization To Execute Contract With Edge Ecosystems LLC For Natural Resource Restoration In Seidl's Lake Park

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, by Resolution No. 20-568 (November 11, 2020), the County Board of Commissioners adopted a Land Conservation Plan for Dakota County, which included as a goal the establishment of a City - County Conservation Collaborative for natural resources planning, protection, and management; and

WHEREAS, the City of Inver Grove Heights submitted proposals to the City-County Conservation Collaborative for restoration projects in both Seidl's Lake Park and Harmon Park Preserve / Salem Hills Park; and

WHEREAS, by Resolution No. 25-610 (December 16, 2025), the City of Inver Grove Heights and Dakota County executed a joint powers agreement to utilize

state grant funds and City matching funds to enact natural resource restoration projects in the proposed parks; and

WHEREAS, on April 10, 2026, the County issued a request for proposals for the Seidl's Lake Park Restoration project; and

WHEREAS, best-value contracting was used to evaluate and award this RFP; and

WHEREAS, the proposal evaluation team scored each proposal and selected Edge Ecosystems LLC; and

WHEREAS, the selected proposal has been approved by the City of Inver Grove Heights as a condition of the joint powers agreement; and

WHEREAS, adequate funds for the contract are available within the 2026 Adopted Parks Budget; and

WHEREAS, staff recommends executing the contract with Edge Ecosystems LLC.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with Edge Ecosystems LLC for the Seidl's Lake Park Restoration project to conduct natural resource restoration in a total amount not to exceed \$56,903, subject to approval by the County Attorney's Office as to form.

Ayes: 7

## **11. Public Services and Revenue**

### **11.1 Resolution No: 26-228**

Approval Of Application For Assemblage Of Large Numbers Of People License Submitted By Midwest Mopars, Inc.

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, an application has been submitted by Midwest Mopars, Inc. to hold the Midwest Mopars in the Park car show and swap meet from May 29-31, 2026, at the Dakota County Fairgrounds, 4008 220th Street West, Farmington, in Castle Rock Township; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed license, and the application has been reviewed for compliance with the County Ordinance No. 112 and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department and Sheriff's Office; and

WHEREAS, Castle Rock Township approved the application on April 28, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application for Assemblage of Large Numbers of People License received by Midwest Mopars, Inc. to hold the Midwest Mopars in the Park car show and swap meet from May 29-31, 2026, from 9:00 a.m. until 5:00 p.m. each day at the Dakota County Fairgrounds, 4008 220th Street West, Farmington, in Castle Rock Township, and authorizes the Public Services and Revenue division to issue the license.

Ayes: 7

**11.2** Resolution No: 26-229

Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Midwest Mopars In The Park From Dakota County Agricultural Society, Inc.

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, an application was received from Dakota County Agricultural Society, Inc. for a temporary on-sale intoxicating liquor license during the Midwest Mopars in the Park car show held May 28-31, 2026, at the Dakota County Fairgrounds in Castle Rock Township; and

WHEREAS, Castle Rock Township approved the application on April 28, 2026; and

WHEREAS, the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division will not issue a temporary on-sale intoxicating liquor license without prior approval by the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Dakota County Agricultural Society, Inc. for a temporary on-sale intoxicating liquor license during the Midwest Mopars in the Park car show held May 28-31, 2026, at the Dakota County Fairgrounds in Castle Rock Township; and

BE IT FURTHER RESOLVED, That the Public Services and Revenue Division is authorized to approve the application and upon payment of the proper fees, submit it to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division to issue the license.

Ayes: 7

**11.3** Resolution No: 26-230

Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Dakota County Fair Submitted By Dakota County Agricultural Society

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, an application was received from the Dakota County Agricultural Society, Inc. for a 7-day temporary on-sale intoxicating liquor license for the Dakota County Fair held August 10-16, 2026 at the Dakota County Fairgrounds

in Castle Rock Township; and

WHEREAS, Castle Rock Township approved the application on April 28, 2026; and

WHEREAS, the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division will not issue a 7-day temporary on-sale intoxicating liquor license for the agricultural society for sales during the county fair without prior approval by the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from the Dakota County Agricultural Society, Inc. for a 7-day temporary on-sale intoxicating liquor license from August 10-16, 2026 during the Dakota County Fair held at the Dakota County Fairgrounds in Castle Rock Township; and

BE IT FURTHER RESOLVED, That the Public Services and Revenue Division is authorized to approve the application and upon payment of the proper fees, submit it to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division to issue the license.

Ayes: 7

**11.4** Resolution No: 26-231  
Approval Of Application For Exempt Permit To Hold Raffle For Folds Of Honor Minnesota Foundation LLC

Motion: Liz Workman Second: Joe Atkins

WHEREAS, gambling licenses are issued by the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township; and

WHEREAS, as application for an Exempt Permit to hold a raffle on August 16, 2026, in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township has been submitted by Folds of Honor Minnesota Foundation LLC; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed gambling activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Folds of Honor Minnesota Foundation LLC for an Exempt Permit to hold a raffle in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township on August 16, 2026.

Ayes: 7

**11.5** Resolution No: 26-232

Approval Of Application For Assemblage Of Large Numbers Of People License For Little Log House Properties

Motion: Liz Workman

Second: Joe Atkins

WHEREAS, an application has been submitted by Little Log House Properties to hold their annual antique power show at the Little Log House in Marshan Township; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed license, and the application has been reviewed for compliance with the County Ordinance No. 112 and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department and Sheriff's Office; and

WHEREAS, Marshan Township approved the application on May 19, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application for Assemblage of Large Numbers of People License received by Little Log House Properties to hold their annual antique power show on July 24-26, 2026, from 8:00 a.m. to 5:00 p.m. each day and authorizes the Public Services and Revenue division to issue the license.

Ayes: 7

## REGULAR AGENDA

**12. Closed Executive Session****12.1** Resolution No: 26-233

Closed Executive Session: Discuss Labor Negotiations Strategy

Motion: Joe Atkins

Second: William Droste

On a motion by Commissioner Atkins, seconded by Commissioner Droste, the Closed Executive Session was approved. Prior to recessing the County Board meeting at 9:18 a.m. the County Board completed the rest of the agenda and then went into recess. Pursuant to public notice, the Board convened at 9:27 in Conference Room 3A, Administration Center, to discuss labor negotiations strategy.

The following were present:

Commissioner Mike Slavik, District 1

Commissioner Joe Atkins, District 2

Commissioner Laurie Halverson, District 3

Commissioner William (Bill) Droste, District 4

Commissioner Liz Workman, District 5

Commissioner Mary Liz Holberg, District 6

Commissioner Mary Hamann-Roland, District 7

Heidi Welsch, County Manager  
David McKnight, Deputy County Manager  
Andy Benish, Human Resources Director  
Tom Donely, First Assistant County Attorney  
Kathy Keena, County Attorney  
Will Wallo, Finance Director  
Jeni Reynolds, Sr. Administrative Coordinator to the Board

The Closed Executive Session continued until 10:24 a.m., at which time the Board reconvened the County Board meeting with all members present.

WHEREAS, upon adoption of a resolution by majority vote, the Dakota County Board is authorized, pursuant to Minn. Stat. § 13D.03, to hold a closed executive session to discuss labor negotiations strategy; and

WHEREAS, the Dakota County Board of Commissioners desires to meet to discuss labor negotiations strategy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board meeting on May 19, 2026, and recesses to Conference Room 3A, Administration Center, Hastings in order to discuss labor negotiations strategy.

Ayes: 7

### **13. Interagency Reports/Commissioner Updates**

Interagency reports and Commissioner updates were presented.

### **14. County Manager's Report**

County Manager Heidi Welsch gave the following update:

- the Boardroom will be closed for the month of June due to the Boardroom technology remodel. The County Board meetings will be held in Conference Room 3A during the month of June.
- thank you to Communications and Public Affairs Director Mary Beth Schubert for her great work during the legislative session.
- Accounting/Payroll Manager Brian Christensen was recognized and congratulated on his retirement. Brian has worked for Dakota County for almost 51 years.

### **15. Information**

#### **15.1 Information**

See Attachment for future Board meetings and other activities.

### **16. Adjournment**

#### **16.1 Resolution No: 26-234 Adjournment**

Motion: Mike Slavik

Second: Mary Hamann-Roland

On a motion by Commissioner Slavik, seconded by Commissioner Hamann-Roland, the meeting was unanimously adjourned at 10:25 a.m.

Ayes: 7

Laurie Halverson  
Chair

ATTEST

Heidi Welsch  
County Manager



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5716

Agenda #: 7.1

Meeting Date: 6/9/2026

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**DEPARTMENT:** Office of Performance and Analysis (OPA)

**FILE TYPE:** Consent Action

### TITLE

**Approval To Continue Participation In State Standard Measures Program**

### PURPOSE/ACTION REQUESTED

Approve Dakota County's continued participation in the State of Minnesota's voluntary State Standard Measures Program and report results of ten specific performance measures to the State Auditor by July 1, 2026, and on the County's public website.

### SUMMARY

By Resolution No. 11-318 (June 21, 2011), Dakota County opted to participate in the State's voluntary measurement program, established in Minn. Stat. § 6.91, by adopting ten performance measures. From 2012 to 2025 performance on the ten measures was reported to the State Auditor and to the public via the County website.

As a result of this participation and reporting, Dakota County has received \$25,000 each year from 2012 to 2025. A county or city that elects to participate in the standard measures program for 2026 is eligible for a reimbursement payable in 2027 of \$0.14 per capita in State aid, not to exceed \$25,000. Revenue received will be budgeted under the Office of Performance and Analysis to support ongoing Countywide capacity building and training related to measurement and process improvement.

In order to continue to receive the per capita reimbursement, the County must file a report with the Office of the State Auditor by July 1, 2026, to include a resolution declaring that:

- The County has adopted and implemented the minimum ten performance measures developed by the Council on Local Results and Innovation.
- The County has implemented or is in the process of implementing a local performance measurement system as developed by the Council on Local Results and Innovation.
- The County has or will report the results of the ten adopted measures to its residents through publication, direct mailing, posting on the entity's website, or through a public hearing at which the budget and levy will be discussed and public input allowed. Dakota County each year posts the information on the website.

Many of the ten State program measures (Attachments) are already being tracked or reported on by Dakota County departments or divisions, and so there is minimal additional burden to meet the reporting requirements.

In addition to the continued fiscal benefit included in the legislation, participating in this State program is beneficial because it will allow some comparison to other counties across the State on these measures and because publication of program and service outcomes reinforces the strong system of performance measurement already in effect in Dakota County.

### RECOMMENDATION

Staff recommends adoption of the attached State Standard Measures.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 OPA budget includes \$25,000 for both revenues and expenses related to the program.

- None       Current budget       Other  
 Amendment Requested       New FTE(s) requested

### RESOLUTION

WHEREAS, the Minnesota Legislature created the Council on Local Results and Innovation in 2010, and the Council released a standard set of performance measures for cities and counties in 2011; and

WHEREAS, the Dakota County Board of Commissioners adopted Resolution No. 11-318 (June 21, 2011), to participate in the voluntary performance measurement program, established by Minn. Stat. § 6.91, and began assembling the necessary data; and

WHEREAS, Dakota County values the use of performance measurement to continually improve program and services for the residents of Dakota County; and

WHEREAS, participation in the standard measures program by a city or county is voluntary, but those who choose to participate in the program must officially adopt the corresponding performance measures developed by the Council, and file a report with the Office of the State Auditor by July 1, 2026, as part of annual reporting requirements; and

WHEREAS, cities and counties who participate in the program must implement a local performance measurement system as defined by the Council on Local Results and Innovation, to include: outcome goals; outcome and output performance measures; and reporting on results of the performance measures to their residents.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following standard performance measures developed by the Council on Local Results and Innovation and authorized by the Minnesota Legislature:

- Part I and II Crime
- Average County Pavement Condition Rating
- Workforce Participation Rate Among Minnesota Family Investment Program and Diversionary Work Program Participants
- Percentage of Children Where There Is a Recurrence of Maltreatment Within 12 Months Following an Intervention
- Level of Assessment Ratio

- Accuracy of Post-Election Audit
- Dollars Brought into the County for Veterans' Benefits
- Bond Rating
- Citizens' Rating of the Quality of County Park, Recreational Programs, and/or Facilities
- Amount of Hazardous Household Waste and Electronics Collected

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs the County Manager to cause the collection, maintenance, and publication of the set of performance measures, as defined by the Council on Local Results and Innovation.

### **PREVIOUS BOARD ACTION**

25-269; 6/3/25

### **ATTACHMENTS**

Attachment: State Standard Measures 2026 Report

### **BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources  
 A Successful Place for Business and Jobs       Excellence in Public Service

### **CONTACT**

Department Head: Dave Paulsen

Author: Penny Anderson



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## Performance Measure Results

State Standard Measures 2026

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## **BACKGROUND**

In 2010, the State Legislature created the Council on Local Results and Innovation to develop standard performance measures for Minnesota cities and counties. In February 2011, the Council released a standard set of performance measures to help residents, taxpayers, and elected officials determine whether counties provide services efficiently and effectively, and to measure residents' opinions of those services. In 2011, Dakota County voluntarily agreed to participate in the program. To meet 2026 program requirements, the following results are reported for the 10 adopted measures using the most recent data available.

## **PUBLIC SAFETY**

### **Group A and B Crime Rate**

There are two categories of crime reported within the National Incident-Based Reporting System (NIBRS): Group A and Group B.

Group A crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, arson, human trafficking, counterfeiting/forgery, embezzlement, sex offenses, stolen property, prostitution, gambling, vandalism, weapons, and narcotics.

Group B crimes include all crimes that are not Group A offenses. Examples of Group B crimes include bad checks, curfew/loitering/vagrancy violations, disorderly conduct, driving under the influence, drunkenness, nonviolent family offenses, liquor law violations, peeping tom, trespass of real property, and all other offenses.

**Group A: 25.77**

**Group B: 6.56**

## **Public Works**

### **Average County Pavement Condition Rating**

The Minnesota Department of Transportation rates Dakota County roads every two years on a scale from 0 (poor) to 100 (excellent) based on the types of pavement distresses and the smoothness of the surface.

**Pavement Rating (2024): 72**

## **Public Health Social Services**

### **Workforce Participation Rate Among MFIP and DWP recipients**

This measure shows the percent of Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) adults working 30 hours or more per week or who have left cash assistance three years after the baseline.

**Workforce Participation Rate: 60.5%**

### **Percentage of children where there is a recurrence of maltreatment within 12 months following an intervention**

This measure looks at all maltreatment (abuse or neglect) reports in the prior year and counts the percent of cases that had a subsequent maltreatment report within 12 months.

**Maltreatment Percentage: 12.2%**

## **PROPERTY RECORDS, VALUATION, ASSESSMENT**

### **Level of Assessment Ratio (Median Between 90% and 105% Is Acceptable)**

The level of assessment ratio measures the accuracy of County assessments by comparing the actual market value of homes (determined by sales/purchase price) with the assessed value assigned by the County (as of 2024).

**Assessment Ratio: 95%**

## **ELECTIONS**

### **Accuracy of Post-Election Audit**

The percentage of ballots counted correctly in the last election (2025).

**Post Election Accuracy: 100%**

## VETERANS SERVICES

### Dollars Brought into County for Veterans' Benefits

The Minnesota Department of Veteran Affairs tracks and publishes yearly program and service expenditures for veterans. The dollars spent on veterans includes health care; insurance and indemnity; educational benefits; and compensation and pension.

**Veterans Benefit Dollars (fiscal year 2024): \$143,434,232**

## BUDGET, FINANCIAL

### Bond Rating

Moody's and S&P Investor Services annually assess the quality of the County's financial management, current financial condition, and financial outlook (Moody's 2025; S&P 2025).

**Moody's: Aaa**

**S&P: AAA**

## PARKS

### Citizen's Rating of the Quality of County Parks, Recreational Programs, and/or Facilities

Every three years, via a statistically valid mailed survey, residents rate the quality of County parks and recreation from excellent to poor. Sample size (N)=704 (2025).

Parks and Recreation Rating	Percent of Respondents
Excellent	61%
Good	36%
Fair	3%
Poor	0%

## **ENVIRONMENT**

### **Amount of Hazardous Household Waste and Electronics Collected**

Ensuring the appropriate disposal of residual chemicals, household products, and electronic devices is crucial for safeguarding both the environment and public health. Dakota County actively promotes responsible waste management by providing accessible avenues for the collection and disposal of electronic devices and household hazardous waste. The Recycling Zone, in conjunction with a one-day collection event, serves as dedicated drop-off points for a wide range of items, including paints, pesticides, acids/bases, solvents, batteries, fluorescent bulbs, and other miscellaneous chemicals. By participating in these disposal initiatives, individuals contribute to the preservation of the environment and the well-being of both present and future generations.

**Hazardous Waste (2025): 1,710,216 lbs**

**Electronics (2025): 1,034,400 lbs**

## **PROJECT CONTACT**

**Penny Anderson**

Dakota County

Office of Performance and Analysis

(651) 438-4423

Penny.Anderson@co.dakota.mn.us



# Board of Commissioners

## Request for Board Action

Item Number: DC-5616

Agenda #: 7.2

Meeting Date: 6/9/2026

**DEPARTMENT:** Information Technology

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract Renewal With Granicus, Inc., For Broadcasting Subscriptions Services**

### PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract renewal with Granicus, Inc., for broadcasting services supporting public meetings.

### SUMMARY

Dakota County's current subscriptions for broadcasting services which includes recurring captioning services, GovMeeting live cast, and an upgrade from 720p to 1080p streaming, expires on June 30, 2026. This solution enables Dakota County to live broadcast meetings to the public.

1080p or Full HD (high-definition) video or display resolution will provide a sharp, crisp, and clear image quality. It is suitable for video streaming and is widely supported across various devices including smartphones, monitors, and large screen TVs.

Dakota County utilizes a high-definition encoder and closed captioning in the boardroom for broadcasting meetings to the public. Granicus, Inc. provides online support for this high-definition encoder and closed captioning services for each County Board meeting.

Dakota County requested and received a nine-month proposal to renew the streaming services from Granicus. The nine-month proposal is from July 1, 2026, to March 27, 2027, for an amount of \$32,278.

### RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute a contract renewal with Granicus, Inc. for streaming services in an amount of \$32,278. This amount is for a nine-month contract from July 1, 2026, to March 27, 2027.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 amount for this contract is \$32,278. The contract is funded by levy and is included in the 2026 County Administration budget in the General Fund.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, it is in the interest of the citizens of Dakota County that the Board of Commissioners participate in state legislative and administrative rule-making processes to ensure that County interests are properly considered in the adoption of legislation and rules; and

WHEREAS, Dakota County currently has a contract with Granicus, Inc. for broadcasting services; and

WHEREAS, the current contract with Granicus, Inc. for broadcasting services ends on June 30, 2026; and

WHEREAS, the County requires a contact renewal from Granicus, Inc. for broadcasting services; and

WHEREAS, the County received a nine-month renewal quote from Granicus starting on July 01, 2026, and ending on March 27, 2027, for \$32,278; and

WHEREAS, sufficient funding is available in the 2026 budget; and

WHEREAS, staff recommend renewal of the contract with Granicus, Inc., for broadcasting services for a nine-month contract.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Commissioners hereby authorizes the Deputy County Manager to execute a nine-month contract renewal from July 1, 2026, to March 27, 2027, with Granicus, Inc., for broadcasting services in an amount not to exceed \$32,278, subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

25-244; 05/20/25

24-432; 08/27/24

23-351; 08/01/23

**ATTACHMENTS**

Attachment: Granicus Quote.

**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Tony Gomes

Author: Hamza Akram

## Granicus Budgetary Proposal for Dakota County MN

### ORDER DETAILS

**Prepared By:** Dilana Vargas  
**Phone:**  
**Email:** dilana.vargas@granicus.com  
**Order #:** Q-542413  
**Prepared On:** 12 May 2026  
**Expires On:** 06 Jul 2026

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription**  
**End Date:** 30 Jun 2026  
**Period of Performance:** 01 Jul 2026 - 27 Mar 2027

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Recurring Captioning Services	01 Jul 2026 - 27 Mar 2027	Annual	72 Hours	\$16,347.39	\$12,107.52
Open Platform Suite	01 Jul 2026 - 27 Mar 2027	Annual	1 Each	\$0.00	\$0.00
GovMeetings Live Cast	01 Jul 2026 - 27 Mar 2027	Annual	1 Each	\$20,832.77	\$15,429.57
Upgrade to 1080p Streaming	01 Jul 2026 - 27 Mar 2027	Annual	1 Each	\$5,771.69	\$4,274.74
Open Platform Suite	01 Jul 2026 - 27 Mar 2027	Annual	1 Each	\$0.00	\$0.00
Granicus Live Cast Encoding Software	01 Jul 2026 - 27 Mar 2027	Annual	1 Each	\$628.57	\$465.54
<b>SUBTOTAL:</b>				<b>\$43,580.42</b>	<b>\$32,277.37</b>

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-542413 dated 12 May 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Dakota County MN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
  
- The terms and conditions set forth in the agreement effective 01 Jul 2025 (the "Agreement") are incorporated herein by reference.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.



# Board of Commissioners

## Request for Board Action

Item Number: DC-5554

Agenda #: 8.1

Meeting Date: 6/9/2026

**DEPARTMENT:** Public Health

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Joint Powers Agreement Amendment With City Of West St. Paul To Support Eligible Opioid Settlement Activities**

### PURPOSE/ACTION REQUESTED

Authorize execution of an amendment to the joint powers agreement (JPA) with City of West St. Paul to support eligible opioid settlement activities.

### SUMMARY

In accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), Dakota County may grant Opioid Settlement Funds to another entity for that entity to fund one or more strategies stated in the MOA.

By Resolution, 24-162 (March 26, 2024), the Dakota County Board of Commissioners authorized the Community Services Director to execute a joint powers agreement with the City of West St. Paul to support eligible activities in accordance with the MOA funded through the National Opioid Settlement Funds for a total amount of \$35,926, for the term effective upon execution through July 1, 2026, subject to approval by the County Attorney's Office as to form.

The City of West St. Paul requested additional time to spend the funds. Staff requests authorization to execute an amendment (Attachment: Joint Powers Agreement Amendment) to the original JPA (Attachment: Joint Powers Agreement) with the city of West St. Paul to extend the term of the agreement through July 1, 2027. This amendment allows more time for the City of West St. Paul to utilize the city's distribution of opioid funds.

### OUTCOMES

#### How Much?

\$195,000 to six cities, totaling more than 70,000 residents.

#### How Well?

Reporting requirements of the funds will be in accordance with the MOA Reporting and Compliance Addendum and reported to the Minnesota Department of Human Services.

#### Is Anyone Better Off?

This funding will support six cities to increase support to their response to the opioid crisis. More than 70,000 residents will receive the opportunity to benefit from these interventions.

**RECOMMENDATION**

Staff requests authorization to execute a JPA amendment with the City of West St. Paul, for the term effective upon execution of JPA through July 1, 2027.

**EXPLANATION OF FISCAL/FTE IMPACTS**

There is no additional cost associated with this action.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), Dakota County may grant Opioid Settlement Funds to another entity for that entity to fund one or more strategies stated in the MOA; and

WHEREAS, by Resolution, 24-162 (March 26, 2024), the Dakota County Board of Commissioners authorized the Community Services Director to execute a joint powers agreement (JPA) with the City of West St. Paul to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds for a total amount of \$35,926, for the term effective upon execution through July 1, 2026, subject to approval by the County Attorney’s Office as to form; and

WHEREAS, the City of West St. Paul requested additional time to spend the funds; and

WHEREAS, staff requests authorization to execute an amendment to the original JPA with the City of West St. Paul to extend the term of the agreement through July 1, 2027; and

WHEREAS, this amendment allows more time for the City of West St. Paul to utilize the city’s distribution of opioid funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute an amendment to the joint powers agreement with the City of West St. Paul to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds to extend the term through July 1, 2027, subject to approval by the County Attorney’s Office as to form.

**PREVIOUS BOARD ACTION**

24-162; 03/26/24

**ATTACHMENTS**

- Attachment: Joint Powers Agreement Amendment
- Attachment: Joint Powers Agreement

**BOARD GOALS**

- Thriving People
- A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs
- Excellence in Public Service

**CONTACTS**

Department Head: Gina Pistulka

Author: Jess Luce

**FIRST AMENDMENT  
TO THE CONTRACT BETWEEN  
THE COUNTY OF DAKOTA AND  
AND WEST ST. PAUL  
FOR OPIOID SETTLEMENT FUNDS**

**WHEREAS**, effective April 29, 2024, the County of Dakota, by and through its Public Health Department, (“County”), and City of West St. Paul, 1616 Humboldt Ave., West St Paul, MN 55118, (“Contractor”), entered into a Contract for the provision of services related to Opioid Settlement Funds (“the Contract”); and

**WHEREAS**, the parties desire to amend the Contract; and

**WHEREAS**, the Contract provides that any amendments shall be valid only when in writing and signed by Authorized Representatives of the parties.

**ACCORDINGLY**, the parties agree to amend the Contract as follows:

1. Section 1, Effective Date, shall be amended to extend the term of this Contract to and including July 1, 2027.
2. Section 4, County Obligations, shall be amended to read as follows:  
The County agrees to reimburse the Contractor in an amount not to exceed \$ 35,926.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through July 1, 2027.
3. All other terms of the Contract between County and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.
4. If any provision of this Amendment conflicts with the any provision of the Contract, or an earlier Amendment, the conflicting provision of this Amendment prevails.

**ELECTRONIC SIGNATURES**

**EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS CONTRACT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Contract on the dates indicated below.

Approved by Dakota County Board  
Resolution No. \_\_\_\_\_

**COUNTY OF DAKOTA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**CONTRACTOR**

**(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor).**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA AND  
CITY OF WEST ST. PAUL MINNESOTA**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and the City of West St. Paul, 1616 Humboldt Ave., West St Paul, MN 55118 ( “Contractor”), by and through their respective governing bodies.

**RECITALS**

**WHEREAS**, the County and the Contractor are governmental units as that term is defined in Minn. Stat. §471.59;

**WHEREAS**, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based on the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the dates of signature by the parties through July 1, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Dakota County Contract #CLA20438

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including to other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 35,926.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through July 1, 2026.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), which states the following in part:
  1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications only to the extent authorized by a specific resolution of the party's governing board. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:  
 Marti Fischbach, Community Services Director  
 Telephone: 651-554-5742  
 Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

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Liz Oberding, has the responsibility to monitor the Contractor's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Nate Burkett, City Manager

Phone: 651-552-4101

Email: [nburkett@wspmn.gov](mailto:nburkett@wspmn.gov)

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible. Nothing herein shall be construed as a waiver by Contractor of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

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13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
  - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
  - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
  - (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
    - (1) The County may refrain from disbursing the settlement monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
    - (2) The County may enforce any additional remedies it may have in law or equity.
    - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination

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shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, Federal or other sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Ownership of Materials and Intellectual Property Rights.
  - (a) Except as otherwise required by Minnesota or Federal Law, the County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the Contractor, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").
  - (b) The Contractor represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.
19. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement.
  - Exhibit 1: Standard Assurances;
  - Exhibit 2: Service Grid;
  - Exhibit 3: Invoice Form.
21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

**COUNTY OF DAKOTA**

/s/ Suzanne W. Schrader 4/25/24  
Assistant County Attorney/Date

Dakota Contract KS-24-134-3  
Dakota County BR 24-162

DocuSigned by:  
*Marti Fiselbach*  
96039F9D032D437...

By: \_\_\_\_\_

Title: Community Services Director

Date: 04/29/2024 | 12:59 PM CDT

**CITY OF WEST ST. PAUL, MINNESOTA  
CONTRACTOR**

DocuSigned by:  
*William B...*  
A2BC49B4278C403...

By: \_\_\_\_\_

Title: City Manager

Date: 04/29/2024 | 9:08 AM CDT

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

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2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

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party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

**EXHIBIT 2 – Service Grid**

**Purpose**

On October 3, 2023, County held a board workshop to discuss next steps related to the opioid response. As a part of that meeting, Public Health requested the provision of Opioid Settlement funding to cities in Dakota County with populations between 10,000 and 30,000, which includes Contractor, to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to opioid settlement funds

**Service Expectations**

- Contractor may only use these funds in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum Of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Process Measures**

In accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the process for drawing from special revenue funds is as follows.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the County or Contractor intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

In accordance with Part III., Section D of the MOA, grant making is considered allowable such that participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Furthermore, under the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum under Part I. Section F. “any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity’s reporting obligations.” All grantees will further be “subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.”

Given these allowances, Contractor will be required to adhere to the process for drawing from special revenue funds, as outlined in the Part III, Section C of the MOA, which states City Council resolution is required for authorization of expenditures of Opioid Settlement funds.

### Outcome Measures

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.aq.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.aq.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

### Reporting

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.aq.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.aq.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is based on expenditures made during the calendar year (January-December) and should be due from cities no later than Feb. 15 of the following year.
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.aq.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.aq.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)

### County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds
- Process invoices for the reimbursement of the use of funds

### Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds
- Invoice provided as Exhibit 3, shall be submitted to [PHInvoices@co.dakota.mn.us](mailto:PHInvoices@co.dakota.mn.us) via email.

Include the specific city council resolution approving the expenditure for opioid settlement funds to this invoice

The resolution must:

- (i) indicate that it is an authorization for expenditures of opioid settlement funds;
  - (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and
  - (iii) state the amount dedicated to each strategy for a stated period of time
- The County shall make payment to Contractor within forty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
  - If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (35) days.
  - Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed

### Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice.

Dakota County Contract # CLA20438

[For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.





# Board of Commissioners

## Request for Board Action

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Item Number: DC-5656

Agenda #: 8.2

Meeting Date: 6/9/2026

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**DEPARTMENT:** Employment and Economic Assistance

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Fiscal Agent Agreement For Workforce Development Board, Workforce Innovations And Opportunity Act Regional Plan And Budget**

### PURPOSE/ACTION REQUESTED

Authorize the execution of the Anoka County Fiscal Agent Agreement for the Workforce Development Board, which includes the Workforce Innovations and Opportunity Act (WIOA) Regional Plan and Budget.

### SUMMARY

The metropolitan area of Minnesota's Workforce Development Boards is designated as Metro Region 4, consisting of Anoka County, Dakota-Scott, Hennepin-Carver, Ramsey, Washington and the City of Minneapolis. Metro Region 4 submitted and obtained WIOA Regional Planning Funds from the Minnesota Department of Employment and Economic Development (DEED) (Attachment: 2026 Grant Agreement). The Minnesota Association of Workforce Boards (MAWB) is the oversight and administrator of the funds from DEED (Attachment: 2026 MAWB Regional Planning Budget).

By Resolution No. 25-371 (August 12, 2025), the Dakota County Board of Commissioners authorized the execution of the Workforce Innovations and Opportunity Act (WIOA) Regional Plan And Budget Fiscal Agent Agreement for Anoka County to serve as the fiscal agent for the WIOA Metro Region 4 members through March 31, 2026.

Anoka County has been designated as the fiscal agent by Metro Region 4. The Anoka County Workforce Development Board through the Anoka County Job Training Center will act as the Fiscal Agent for the Metro Region 4 allocation. This agreement will terminate on June 30, 2027.

The Anoka County Job Training Center will receive and process all invoices and be the point of contact for invoicing. To support these administrative duties, MAWB will reimburse Anoka County Job Training Center 7.5 percent of the Region 4 allocation of \$132,075. This fee equals and shall not exceed \$9,906 (Attachment: Fiscal Agent Agreement Draft).

### OUTCOMES

Metro Region 4 will spend down the regional funds allocation in a timely manner. Having Anoka County as the fiscal agent will provide consistency and structure.

### RECOMMENDATION

Staff recommends authorization to execute the Fiscal Agent Agreement for the Workforce

Development Board.

**EXPLANATION OF FISCAL/FTE IMPACTS**

There is no fiscal impact to Dakota County as a result of this action.

- None       Current budget       Other  
 Amendment Requested       New FTE(s) requested

**RESOLUTION**

WHEREAS, the metropolitan area of Minnesota’s Workforce Development Boards is designated as Metro Region 4, consisting of Anoka County, Dakota-Scott, Hennepin-Carver, Ramsey, Washington and the City of Minneapolis; and

WHEREAS, Metro Region 4 submitted and obtained Workforce Innovation and Opportunities Act (WIOA) Regional Planning Funds from the Minnesota Department of Employment and Economic Development (DEED); and

WHEREAS, the Minnesota Association of Workforce Boards (MAWB) is the oversight and administrator of the funds from DEED; and

WHEREAS, by Resolution No. 25-371 (August 12, 2025), the Dakota County Board of Commissioners authorized the execution of the Workforce Innovations and Opportunity Act (WIOA) Regional Plan And Budget Fiscal Agent Agreement for Anoka County to serve as the fiscal agent for the WIOA Metro Region 4 members through March 31, 2026; and

WHEREAS, Anoka County has been designated as the fiscal agent by Metro Region 4; and

WHEREAS, the Anoka County Workforce Development Board through the Anoka County Job Training Center will act as the Fiscal Agent for the Metro Region 4 allocation; and

WHEREAS, this agreement will terminate on June 30, 2027; and

WHEREAS, the Anoka County Job Training Center will receive and process all invoices and be the point of contact for invoicing; and

WHEREAS, to support these administrative duties, MAWB will reimburse Anoka County Job Training Center 7.5 percent of the Region 4 allocation of \$132,075, which is a fee that equals and shall not exceed \$9,906.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, on behalf of the Dakota-Scott Workforce Development Board, to execute the Workforce Innovations And Opportunity Act (WIOA) Regional Plan And Budget Fiscal Agent Agreement for Anoka County to serve as the fiscal agent for the WIOA Metro Region 4 members through June 30, 2027, subject to approval by the County Attorney’s Office as to form.

**PREVIOUS BOARD ACTION**

25-371; 08/12/25

## ATTACHMENTS

Attachment: 2026 Grant Agreement

Attachment: 2026 MAWB Regional Planning Budget Plan Region 4

Attachment: Fiscal Agent Agreement Draft

## BOARD GOALS

- Thriving People
- A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs
- Excellence in Public Service

## CONTACTS

Department Head: Dana DeMaster

Author: Jill Pittelkow



## Grant Agreement – Regional Planning 2026-2027

This agreement is made and entered into by and between the Minnesota Association of Workforce Boards (MAWB) and Region 4 (Hennepin-Carver Workforce Development Board, Minneapolis Employment & Training, Anoka County Job Training Center, Dakota-Scott Workforce Services, Ramsey County Workforce Solutions, Washington County Workforce & Veterans Services) to utilize funding available for implementation of the WIOA Regional Plan and relevant activities. Funding for this project has been made available through the Department of Employment and Economic Development (DEED).

### Scope of Work and Timeline

Scope of work: MAWB acknowledges the receipt of project plan and budget submitted by this region.

Timeline: This agreement will be in force from April 10, 2026 – June 30, 2027.

### Budget and Reimbursement

Funding available: MAWB will reimburse Region 4 (Hennepin-Carver Workforce Development Board, Minneapolis Employment & Training, Anoka County Job Training Center, Dakota-Scott Workforce Services, Ramsey County Workforce Solutions, Washington County Workforce & Veterans Services) up to \$132,075.00 for services provided through June 30, 2027. Per the Anoka County Fiscal Agreement, Anoka County Job Training Center will serve as the fiscal agent for fiscal and administrative responsibilities for the Region 4 allocation.

A Request for Reimbursement (RPR) form must be submitted to MAWB by the 18th of each month, even if no reimbursement is being requested. The form should be accompanied by a written description and/or receipts that explain the expenditures.

Invoices will be processed monthly for services provided in the grant timeframe. A final invoice for services must be submitted to the MAWB by July 16, 2027.

### Additional Terms

1. This agreement may be terminated for any reason, at any time by either party by giving 30 days advance written notice to the other party.
2. This agreement may be materially amended or extended if allowed by the funding sources.
3. The laws of the State of Minnesota shall govern this agreement.

Signatures:

*Cate Duin*

Cate Duin (May 12, 2026 10:50:07 CDT)

Cate Duin  
Director, MAWB

*Kate Heffernan*

Kate Heffernan (May 12, 2026 12:02:41 CDT)

Kate Heffernan, Chief Officer, Human Services  
Anoka County









# Region 4\_2026 Agreement

Final Audit Report

2026-05-12

Created:	2026-05-12
By:	Marnie Sciamanda (msciamanda@mncounties.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe9XLosPM2qPb829h7ObJeh2hY4m7HJ7w

## "Region 4\_2026 Agreement" History

-  Document created by Marnie Sciamanda (msciamanda@mncounties.org)  
2026-05-12 - 2:15:18 PM GMT
-  Document emailed to Cate Duin (cduin@mncounties.org) for signature  
2026-05-12 - 2:15:39 PM GMT
-  Email viewed by Cate Duin (cduin@mncounties.org)  
2026-05-12 - 3:49:08 PM GMT
-  Document e-signed by Cate Duin (cduin@mncounties.org)  
Signature Date: 2026-05-12 - 3:50:07 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to Kate Heffernan (kate.heffernan@anokacountymn.gov) for signature  
2026-05-12 - 3:50:15 PM GMT
-  Email viewed by Kate Heffernan (kate.heffernan@anokacountymn.gov)  
2026-05-12 - 3:50:32 PM GMT
-  Document e-signed by Kate Heffernan (kate.heffernan@anokacountymn.gov)  
Signature Date: 2026-05-12 - 5:02:41 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.  
2026-05-12 - 5:02:41 PM GMT

## 2026 WIOA Funds for Regional Plan Implementation Budget Plan

**Thank you for your efforts in implementing the MAWB Regional Planning Grant!** This grant, funded by WIOA set-aside funds from DEED, is dedicated to supporting the implementation of regional plans across Minnesota. Based on insights from MAWB’s most recent monitoring of this grant, we have updated the budget plan form to better align with the activities outlined in the grant contract. Specifically, we’ve added a description column to capture detailed information about each activity. In this column, please describe the activity & its goals, how it is responsive to your region, and any other specific details about the program. There is also a column to indicate the expected measurable outcomes of each of the activities.

\*We understand that no region will implement every activity listed in the form, so any activities that are not applicable to you can simply be left blank. If your region is undertaking activities not covered by the listed categories, please include them in the “Other” rows at the bottom of the form. \* Finally, remember to total each column at the bottom of the form and each row at the far right. Thank you again for your partnership and dedication to this important work.

Local Area(s): Anoka, Hennepin-Carver, Dakota-Scott, Ramsey, Washington and City of Minneapolis	Contact Name(s): Erik Aamoth (Hennepin-Carver), Debra Bahr-Helgen (Minneapolis), Mark Jacobs (Dakota-Scott), Catrice O’Neal (Ramsey), Lisa Guetzkow (Anoka), Ryan Selock (Washington)
Region: Region 4	Email: <a href="mailto:Ryan.Selock@washingtoncountymn.gov">Ryan.Selock@washingtoncountymn.gov</a>
Allocation: \$132,075	Submission Date: March 9 <sup>th</sup> , 2026

Category	Description of Activity What is the activity? What are the goals? Why is it responsive to your particular region?	Expected Measurable Outcomes	[A] Quarters 1&2: 4/1/2026 - 9/31/2026	[B] Quarters 3&4: 10/1/2026 - 3/31/2027	[C] Quarter 5: 4/1/2027 - 6/30/2027	Total [A+B+C]
Regional Workforce Alliance quarterly meetings						
Regional Plan Implementation	Metro Directors continue to meet weekly to discuss local and regional plans and implementation. These meetings are integral	<ul style="list-style-type: none"> <li>Number of meetings held by metro</li> </ul>	\$2,500	\$2,500	\$2,500	\$7,500

	<p>to successful implementation of both regional and local plans; these meetings inspire regional collaboration, connections with entities that span the entire Twin Cities metro area</p> <p>Part-time consultant will be brought on board to assure that the regional plan is implemented effectively and efficiently.</p>	<p>directors (40 meetings)</p> <ul style="list-style-type: none"> <li>• Average attendance at metro director meetings (4 directors)</li> <li>• Number of activities completed on consultant contract (6 completed consultant activities)</li> </ul>				
Leadership Development – Training, professional development, and technical assistance						
Regional marketing efforts and outcomes	<p>This will be used for marketing employer outreach events and other regional efforts across the Twin Cities metro area</p>	<ul style="list-style-type: none"> <li>• Number of marketing efforts (5)</li> <li>• Reach of content (2,500)</li> <li>• Number of engagement(s) across platforms (5,000+)</li> </ul>	\$5,000	\$5,000	\$5,000	\$15,000
Promote Good Jobs Principles	<p>Events will support industries in demand including connections to Drive for Five and Good Jobs criteria. Working with partners such as Real Time Talent, the region 4 will continue to make investments in this work connecting with local boards as well as state partners such as the Governor’s Workforce Development Board.</p> <p>Several local areas have directors and/or staff</p>					

	involved in the DOL Good Jobs Principles Campaign. Local and regional initiatives incorporate the eight Good Jobs Now principles. See across a number of other events					
Events and Employer outreach	Regional Partnership with Goodwill Easter Seals (GWES), Urban League Twin Cities, Minneapolis Regional Chamber, Saint Paul Area Chamber to implement metro wide strategy for the Minnesota Skills Based Accelerator efforts. The supports employers to pivot to a skills first model for hiring and retention, etc. Leverages funded efforts from metro regional Drive for Five grant as well. Includes continued efforts supporting training for metro employment practitioners working with job seekers and includes year-round and metro wide training sessions for workforce board members and businesses of all areas.  Includes supporting website evolvement and employer outreach on local and regional events supporting these efforts. This work will also include on inclusivity through identifying opportunities to leverage skills-based hiring practices.	<ul style="list-style-type: none"> <li>• Number of events held across the region (9)</li> <li>• Number of attendees at each event (~10)</li> <li>• Number of attendees service total (~90+)</li> <li>• Participation survey feedback (~80% satisfaction rate)</li> </ul>	\$29,056	\$29,056	\$29,057	\$87,169
Sector strategies in partnerships with the Governors Workforce Development Board	Support connections with employers and other stakeholder for sector strategies in partnership with the Governor's Workforce Development Board initiatives.  Work closely with the GWDB and the Minnesota Association of Workforce Boards					

	on expanding existing local and regional sector work.					
Regional Inclusivity Efforts	<p>The Annual Workforce Development Practitioner Workshop will include inclusivity and equity components.</p> <p>The Skills-Based Hiring Workshop hosted by Good Will Easter Seals will also serve as an inclusivity effort. This hiring best practice focuses on identifying the core competencies and skills for candidates instead of simply credentials or qualifications. These trainings and the possible implementation at participating organizations can increase inclusivity and equity through hiring candidates with the skills and abilities to successfully complete the work with or without certain credentials or educational backgrounds.</p>					
Improve access to Occupations in Demand						
Industries in Demand events and/or connections to Drive for Five	<p>Local areas/region host hiring events and industry specific events supporting this activity.</p> <p>Metro area communication specialists meet with CareerForce Comms to coordinate and support ongoing marketing and public outreach.</p>					

Training development for CareerForce staff	<p>Host <b>annual workforce development practitioner workshop</b>/conference focused on regional plan initiatives focused on improved employment and retention opportunities for Minnesotans.</p> <p>Event will be customized to the issues facing the region, such as concentration on Drive for Five Industries and Gateway Occupations, Recruitment/Retention efforts and workplace cultures. May also incorporate a lunch and learn model on topics of interest.</p>	<ul style="list-style-type: none"> <li>• Number of attendees (~125 participants)</li> <li>• Overall participant satisfaction (~75%)</li> <li>• Number of county/city partners represented (8 or more)</li> </ul>	\$4,167	\$4,167	\$4,166	\$12,500
Website capacity developments to combine RMCEP, NWPIC and DEED						
Other: Administrative Cost Support	Reimbursement for general administration of regional plan funding to Anoka County (7.5% of total allocation)	<ul style="list-style-type: none"> <li>• Contract will be fully executed</li> <li>• Total Dollars Expended</li> </ul>	\$3,302	\$3,302	\$3,302	\$9,906
Other:						
Other:						
<b>Total</b>			<b>\$44,025</b>	<b>\$44,025</b>	<b>\$44,025</b>	<b>\$132,075</b>



**Fiscal Agent Agreement – Workforce Development  
Workforce Innovations and Opportunity Act (WIOA) Regional Plan and Budget  
April 10, 2026 – June 30, 2027**

This Agreement is between Anoka County Workforce Development Board, County of Dakota, by and through the Dakota-Scott Workforce Development Board, Hennepin-Carver Counties Workforce Development Board, Workforce Innovation Board of Ramsey County, Washington County Workforce Development Board and the City of Minneapolis Workforce Development Board and the Minnesota Association of Workforce Boards (MAWB).

**I. Purpose**

- a. The metropolitan area of Minnesota’s Workforce Development Boards are designated as Metro Region 4. Metro Region 4 consists of Anoka County, Dakota-Scott, Hennepin-Carver, Ramsey, Washington and City of Minneapolis.
- b. Metro Region 4 received Workforce Innovation and Opportunity Act (WIOA) Regional Planning funds from DEED. MAWB is the oversight and administrator of the funds from DEED.
- c. Metro Region 4 has submitted a WIOA Funds for Regional Plan Implementation Budget Plan and Addendum which is Attachment A.
- d. Metro Region 4 in the past has experienced difficulties in varying levels of procurement for each of our respective systems, leading to challenges in regular spend down of the regional funds allocation due, in large part, to the administration of the funds.
- e. Metro Region 4 desires to designate a fiscal agent to ease these challenges.
- f. Anoka County Workforce Development Board through the Anoka County Job Training Center staff is qualified and willing to act as the Fiscal Agent for fiscal and administrative responsibilities for Region 4 allocation.

**II. Term**

This Agreement begins April 10, 2026 or the date of the last required signature and shall terminate on June 30, 2027.

**III. Duties**

- a. The Anoka County Job Training Center will receive and process all invoices on behalf of Region 4 (stated above) and send the Reimbursement Forms to MAWB.

- b. The Anoka County Job Training Center staff will be the point of contact for the organizations invoicing for outcomes related to the Region 4 Work Plan, Attachment A and approved by MAWB and the Department of Employment and Economic Development (DEED). Final invoices for services must be submitted to Anoka County Job Training Center by June 30<sup>th</sup>, 2027.
- c. MAWB will reimburse Anoka County Job Training Center for Region 4 activities (includes the local portions for the Metro Region 4 counties listed above) for services provided during the term of the Fiscal Agent Agreement.
- d. Invoices and reporting requirements will be processed monthly for services provided in the grant timeframe and outlined in the Region 4 Regional Work Plan, Attachment A. A final invoice for services must be submitted by Anoka County Job Training Center to the MAWB by July 16, 2027.

**IV. Budget and Reimbursement**

- a. To support the increased administrative duties, Anoka County shall be reimbursed 7.5% of the Region 4 allocation of \$132,075.00. This fee equals and shall not exceed \$9,906.00 (nine thousand nine hundred and six dollars and zero cents).

**V. Additional Terms**

- a. This agreement may be terminated for any reason, at any time by any party by giving 30 days' advance written notice to the signatories below for each party. Termination by one party constitutes termination of the entire agreement. Upon early termination, Anoka County shall be entitled to compensation for work completed up to the date of termination.
- b. This agreement may be materially amended or extended upon a written agreement signed by all parties.
- c. The laws of the State of Minnesota shall govern this agreement.
- d. Anoka County will hold harmless, indemnify, and defend the Parties, their commissioners, officers, agents, and employees against any and all claims, expenses, losses, damages or lawsuits for damages arising from or related to providing or failing to provide Fiscal Agent Services, including but not limited to, the negligence of Anoka County, its agents, employees, or subcontractors in performing Fiscal Agent Services or failing to fully perform, in any aspect, all obligations under this Agreement

Each party, by signing below, agrees to be bound by its provisions and the activities, services and budget outlined in the Region 4 WIOA Regional Work Plan and Budget to the extent agreed to and submitted to DEED and MAWB by each party below.

**Anoka County**

**City of Minneapolis**

\_\_\_\_\_  
Kate Heffernan, Chief Human Services Officer

\_\_\_\_\_  
Deb Bahr-Helgen, Director

**County of Dakota, by and through the  
Dakota-Scott Workforce Development Board**

**Hennepin-Carver Counties**

\_\_\_\_\_  
Marti Fischbach, Community Services Director

\_\_\_\_\_  
May Xiong, Chief Workforce  
Development Officer

\_\_\_\_\_  
Justin Hagel, County Attorney

**Washington County**

**Ramsey County**

\_\_\_\_\_  
Stan Karwoski, Commissioner

\_\_\_\_\_  
Catrice O’Neal, Director

\_\_\_\_\_  
Patrick Collins, County Attorney

**Minnesota Association of Workforce Boards**

\_\_\_\_\_  
Cate Duin, Director



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5709

Agenda #: 8.3

Meeting Date: 6/9/2026

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**DEPARTMENT:** Community Corrections

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract Amendment For Community Coach Services And Habilitation, Empowerment, And Accountability Therapy For Youth Facilitation**

### PURPOSE/ACTION REQUESTED

Authorize execution of contract amendment for community coach services and Habilitation, Empowerment, and Accountability Therapy (H.E.A.T.) for Youth facilitation with Lucienne Olson doing business as (DBA) Revival Training, Inc.

### SUMMARY

Community coach services and H.E.A.T. for Youth facilitation provide youth with structured, community-based support intended to promote positive behavior change and reduce deeper system involvement. Community coaches work individually with youth to build trusting relationships, connect them to pro-social activities, support healthy decision-making, and strengthen positive ties to family, school, and community.

H.E.A.T., or Habilitation, Empowerment, and Accountability Therapy, for Youth is a culturally responsive, strength-based group intervention designed for adolescent males involved in the juvenile justice system that focuses on identity, emotional regulation, accountability, relationships, decision-making, and future planning. Together, these services offer both individualized mentoring and structured group support to help youth develop skills, confidence, and positive community connections.

Dakota County Community Corrections entered into a contract with Lucienne Olson DBA Revival Training, Inc. on June 6, 2023, for community coach services in the amount not to exceed \$20,000. On November 1, 2024, the contract was amended to increase the not to exceed contract amount by \$60,000, extend the term through December 31, 2026, and add H.E.A.T. for Youth cognitive behavioral group facilitation services for the amended amount not to exceed \$80,000. Revival Training, Inc. has expanded its business, recruited additional community coaches, and referrals for services have increased significantly through the contract term. Total expenditures under this contract are \$259,371, exceeding the current contract authority. Of that amount, \$74,805 was paid using state and federal grant funds. Approval is requested to increase the contract not to exceed amount to align with actual expenditures and anticipated service needs.

Staff recommends Board authorization to execute a contract amendment with Lucienne Olson DBA Revival Training, Inc. for community coach services and H.E.A.T. for Youth facilitation. The

amendment would ratify \$179,371 in expenditures already paid in excess of the current \$80,000 contract authority and authorize an additional \$70,629 for anticipated service needs during the existing contract term. This would increase the total contract not to exceed amount to \$330,000 for the existing three-and-a-half-year period of June 6, 2023, through December 31, 2026. The additional funding requested for anticipated service needs will come from levy funds, with an estimated \$38,000 anticipated from the state and federal drug court grant. The amount paid from the state and federal drug court grant will depend on the number of youth participating in Drug Court who would benefit from the service. (Attachments: Contract and First Amendment.)

**OUTCOMES**

**How Much:** Youth served increased from 12 in 2023 to 19 in 2024, 26 in 2025, with 22 youth already served year to date in 2026.

**How Many:** Youth were introduced to 43 new pro-social activities in 2023, 67 in 2024, and 53 in 2025.

**Who is better off:** Research supports mentoring and pro-social engagement as protective factors for youth. Youth are better off when they are connected to caring adults, structured activities, positive peer relationships, and community-based opportunities that support engagement, healthy development, and reduced risk behavior.

**RECOMMENDATION**

Staff recommends authorization to execute a contract amendment with Lucienne Olson DBA Revival Training, Inc. for community coach services and H.E.A.T. for Youth facilitation in the amended not to exceed amount of \$330,000 for the period of June 6, 2023, through December 31, 2026.

**EXPLANATION OF FISCAL/FTE IMPACTS**

This contract is funded by levy, state, and federal grant dollars and is included in the 2026 Community Corrections Budget. The state grant has paid \$56,739, the federal grant has paid \$18,066 and the levy has paid \$184,566. The additional funding requested for anticipated service needs will primarily come from levy funds. All contracts shall contain a provision that allows the County to terminate the contracts immediately in the event sufficient funds from county, state, or federal sources are no longer available at a level sufficient to continue services.

**Program 21300233 Juvenile Counseling/Therapy**

Fund	Department	Funding Source	2026 Amended Budget	2026 Available Budget
General Fund	Community Corrections	Recoveries	\$10,000	\$0
General Fund	Community Corrections	Property Tax Levy	\$243,216	\$207,593
<b>Total</b>			<b>\$291,216</b>	<b>\$207,593</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, coach services and Habilitation, Empowerment, and Accountability Therapy (H.E.A.T.) for Youth facilitation provide youth with structured, community-based support intended to promote positive behavior change and reduce deeper system involvement; and

WHEREAS, community coaches work individually with youth to build trusting relationships, connect them to pro-social activities, support healthy decision-making, and strengthen positive ties to family, school, and community; and

WHEREAS, H.E.A.T. for Youth is a culturally responsive, strength-based group intervention designed for adolescent males involved in the juvenile justice system that focuses on identity, emotional regulation, accountability, relationships, decision-making, and future planning; and

WHEREAS, together, these services offer both individualized mentoring and structured group support to help youth develop skills, confidence, and positive community connections; and

WHEREAS, Dakota County Community Corrections entered into a contract with Lucienne Olson DBA Revival Training, Inc. on June 6, 2023, for community coach services in the amount not to exceed \$20,000; and

WHEREAS, on November 1, 2024, the contract was amended to increase the not to exceed contract amount by \$60,000, extend the term through December 31, 2026, and add H.E.A.T. for Youth cognitive behavioral group facilitation services for the amended amount not to exceed \$80,000; and

WHEREAS, Revival Training, Inc. has expanded its business, recruited additional community coaches, and referrals for services have increased significantly through the contract term; and

WHEREAS, total expenditures under this contract are \$259,371, exceeding the current contract authority; and

WHEREAS, of that amount, \$74,805 was paid using state and federal grant funds; and

WHEREAS, approval is requested to increase the contract not to exceed amount to align with actual expenditures and anticipated service needs; and

WHEREAS, staff recommends Board authorization to execute a contract amendment with Lucienne Olson DBA Revival Training, Inc. for community coach services and H.E.A.T. for Youth facilitation; and

WHEREAS, the amendment would ratify \$179,371 in expenditures already paid in excess of the current \$80,000 contract authority and authorize an additional \$70,629 for anticipated service needs during the existing contract term; and

WHEREAS, this would increase the total contract not to exceed amount to \$330,000 for the existing three-and-a-half-year period of June 6, 2023 through December 31, 2026; and

WHEREAS, the additional funding requested for anticipated service needs will come from levy funds, with an estimated \$38,000 anticipated from the state and federal drug court grant; and

WHEREAS, the amount paid from the state and federal drug court grant will depend on the number of youth participating in Drug Court who would benefit from the service.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services to execute a contract amendment with Lucienne Olson DBA Revival Training, Inc. for community coach services and H.E.A.T. for Youth facilitation to ratify \$179,371 in expenditures in excess of the contract amount \$80,000 and authorize an additional \$70,629 in expenses for anticipated service needs for a new not to exceed amount of \$330,000 for the period June 6, 2023 through December 31, 2026, subject to approval by the County Attorney's Office as to form.

### **PREVIOUS BOARD ACTION**

None.

### **ATTACHMENTS**

Attachment: Contract

Attachment: First Amendment

### **BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources  
 A Successful Place for Business and Jobs       Excellence in Public Service

### **CONTACTS**

Department Head: Suwana Kirkland

Author: Danielle McNamara

**CONTRACT BETWEEN THE COUNTY OF DAKOTA  
AND REVIVAL TRAINING LLC  
FOR COMMUNITY COACH SERVICES**

This Contract is between the County of Dakota, by and through the Community Corrections Department, ("County") and Revival Training LLC, 1687 Iowa Ave E, St. Paul, MN 55106 ("Contractor"). This Contract uses the word "parties" for both County and Contractor.

**WHEREAS**, the County requires Community Coach Services; and

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the Services according to the terms herein; and

**WHEREAS**, the County Board by Resolution #18-485, authorized the County to enter into a Contract with Contractor to provide the Services.

**ACCORDINGLY**, the parties agree:

**1. GENERAL PROVISIONS.**

- 1.1. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 1.2. Diversity and Inclusion: Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with Section 15, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

**2. TERM.**

This Contract is effective on the date that last party executes this Contract ("Effective Date") and expires on 12/31/2024, or when all Services have been satisfactorily performed, whichever occurs first.

**3. CONTRACTOR'S OBLIGATIONS.**

- 3.1. General Description. Contractor shall provide the services generally described as Community Coach Services (collectively, "Services"). Services shall be provided in accordance with the criteria set out in Exhibit 3, "Service Grid," which specifically describes the Services to be provided.
- 3.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 3.3. Eligible Clients. Services shall be provided to clients who are designated or referred by the County and determined eligible as set out in Exhibit 3, "Service Grid."

### 3.4. Reports/Evaluations.

- A. The County's procedures for monitoring and evaluating the Contractor's performance under the terms of this Contract may include, but are not limited to, on-site visits to the Contractor's premises or job site; review of Contractor's financial, statistical and program records; and review of reports and data supplied by the Contractor at the County's request. In order to assist the County in its obligation to evaluate and monitor Contractor's performance Contractor shall allow County staff access to Contractor's premises or the job site and records, shall maintain a bookkeeping system which reflects all revenue received from the County and all costs incurred in the performance of this Contract, and shall, upon reasonable notice, meet with County staff to assist the County in the evaluation of the Services.
- B. Contractor shall furnish the County with information regarding any revenue received for program costs. In the event Contractor hereafter receives revenue other than from this Contract, and such revenue is used to provide any or all of the Services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the Services, then that revenue shall be deducted from the amount to which Contractor would otherwise be entitled under this Contract. Contractor further agrees to return any or all such excess payment to the County within 60 calendar days of a request.
- C. Contractor shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular Nos., A-110, A-102, or A-133, as applicable.
- D. As requested by the County, Contractor shall cooperate with the County's efforts related to the development of outcomes measures and indicators.
- E. Contractor shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- A written program and statistical report in a form approved or provided by the County within 30 calendar days of: the end of each quarter as outlined with County staff.
  - Revenue and Expense Statement and Balance Sheet within 120 calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.
  - Annual certified audit and the auditor's management letter within 120 calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.

### 3.5. Information about Personnel.

- A. Qualifications. Contractor shall provide the County with such information regarding the qualifications of its personnel to verify that present and subsequent Services are being rendered by competent, trained, and properly licensed or certified individuals.
- B. Background Investigation. If County staff determine that Contractor or any of Contractor's personnel will interact with County clients in performing the Services, Contractor shall comply with the following, and failure to do so may result in termination of the Contract:

Contractor shall undergo a criminal background check that is conducted by a third party selected by the County, and Contractor agrees to fully cooperate with such third party and be responsible for the costs of such criminal background study. Contractor shall sign any and all releases necessary for the third party to send the results of the criminal background check directly to the County. The County has the sole authority to determine whether the results of said background check are satisfactory. Contractor must promptly notify the County in the event that Contractor receives a criminal conviction during the term of the Contract.

- 3.6. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this Section.
- 3.7. Changes in Policies or Personnel. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing. Contractor shall notify the County within 5 calendar days of any change in ownership, board of directors, or executive director. The County may terminate this Contract by providing 10 calendar days' Notice if it decides, in its sole discretion, that the change of ownership, board of directors, or executive director, makes the continuation of this Contract not in the County's best interests.
- 3.8. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.
- 3.9. Transportation Equipment. The Contractor:
- shall transport clients under the terms of this Contract. Contractor shall provide all vehicles necessary for transportation services herein. In addition, the Contractor warrants and represents that all vehicles used to provide transportation services are properly equipped with safety equipment and devices, including properly installed seatbelts where required, and are maintained at all times in a safe operating condition and are insured consistent with the insurance terms in Exhibit 2.
- 3.10. Location. Contractor shall provide Services at the following location(s): N/A. A written amendment to this Contract must be executed by the parties prior to any change in location, except in cases of emergency.
- 3.11. Individual Treatment Plan. If applicable to the service provided herein, the amount, frequency, and duration of Services will be provided in accordance with each client's individual treatment plan ("ITP").

#### 4. PAYMENT.

- 4.1. Total Cost. County will pay Contractor a total amount not to exceed ("Contract Maximum"):
- \$20,000.00 ("Contract Maximum").

The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

- 4.2. Payment Rates. The payment rates below include all Services and administrative costs, and are subject to change as they are amended from time-to-time by the Minnesota State Legislature. The County shall pay for Services:
- as set out in the schedule attached as Exhibit 3, "Service Grid."
- 4.3. Reasonableness of Rates.
- A. Contractor certifies that payment for Services will be in accordance with payment rates that do not exceed amounts reasonable and necessary to assure quality of service, and, if the Services are being purchased from another public agency, the cost reasonably assignable to such Services.

B. Contractor certifies that the Services to be provided under this Contract are not otherwise available without cost to eligible clients. Contractor shall not charge a program service fee to clients except in accordance with Section 4.4 below and this Section.

4.4. Collection of Fees. Contractor agrees to cooperate fully with the County in the collection of fees from recipients who are legally required to pay for Services furnished pursuant to the terms of this Contract, including but not limited to providing accurate record keeping and being available to appear as a witness where required in any action for collection.

Fees shall be charged and collected for eligible clients in accordance with Minn. Stat. § 256B.14 (Relative's Responsibility) or the fee policy and schedules adopted by the County and approved by the Minnesota Commissioner of Human Services when such approval is required.

4.5. Billing of Third Parties.

- Contractor is not required to bill third parties or clients for Services provided under the terms of this Contract.

4.6. Invoices.

A. If the Contractor provides home and community based services in the Minnesota Medical Assistance Program, the Contractor shall abide by the payment procedures and regulations promulgated by the State of Minnesota's Department of Human Services.

B. In all cases where Dakota County is not the county of financial responsibility, a separate invoice must be prepared. In such cases, Contractor shall forward the invoice to the county of financial responsibility for payment. The county of financial responsibility shall make payment directly to the Contractor. Dakota County assumes no financial responsibility to Contractor for Services provided for or on behalf of any entity other than Dakota County.

C. For all other Services provided under the terms of this Contract, the Contractor shall, within 15 business days following the last day of each calendar month in which Services were provided, submit an invoice and request for payment:

- on an invoice form acceptable to the County.

4.7. Time of Payment. If the County is responsible for payment, The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received, unless a different payment procedure is contained in Exhibit 3, "Service Grid." If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received

4.8. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.

4.9. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.

4.10. Payment for Unauthorized Claims.

A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.

- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

**5. COMPLIANCE WITH LAWS/STANDARDS.**

This Section applies to facilities, programs, and personnel for which Contractor is responsible.

- 5.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 1. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 5.2. Revision of Laws. In the event that there is a revision of law, standards, or orders which makes performance of the Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items, if possible, that are necessary to bring the Contract into compliance with the law. Refusal to renegotiate within 7 calendar days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- 5.3. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 5.4. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 5.5. Prison Rape Elimination Act of 2003 ("PREA"). To the extent that the requirements of PREA are applicable to this Contract, the County has a zero-tolerance standard against sexual misconduct in its secured facilities. Contractor is responsible for compliance with all requirements of PREA and implementing regulations. Contractor shall follow all County policies concerning the same and shall provide County, upon request, with all documentation evidencing compliance. Failure to comply with this provision may result in immediate termination of the Contract for cause.
- 5.6. Federal Financial Participation. In the event that there is a revision to Federal regulations which might make Services provided under the terms of this Contract ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate within 7 calendar days of a request to bring the Contract into compliance is cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation.
- 5.7. Medical Assistance Home and Community Based Services. Contractors providing Medical Assistance Home and Community Based Services shall comply with the terms and conditions of the Minnesota Department of Human Services Provider Agreement.

**6. INDEPENDENT CONTRACTOR STATUS.**

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

**7. NOTICES.**

7.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:

- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
- B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

7.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

**8. INDEMNIFICATION.**

8.1. General. All claims that arise or may arise against Contractor, its officers, employees, or agents as a consequence of any act or omission on the part of Contractor, its officers, employees, or agents while engaged in the performance of this Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees that the County, its officers, employees, or agents may sustain, incur or be required to pay, arising out of:

- A. Any act or omission of Contractor, its officers, employees, or agents in the execution, performance, or failure to adequately perform Contractor's duties pursuant to this Contract, which causes bodily injury, death, personal injury, property loss, or damage to another; or
- B. Bodily or personal injury, death, or property loss or damage to any applicant or client either while participating in or receiving the care and Services under this Contract, regardless of where the Services are provided, or while being transported in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor, its officers, employees, or agents for the purpose of providing to or obtaining Services for an applicant or client; or

- C. Any applicant or client causing injury to, or damage to, the property of another person during any time when Contractor, its officers, employees, or agents has undertaken or is furnishing the care and Services called for under this Contract; or
- D. Any claim or cause of action in equity or for damages arising out of employment by Contractor or discrimination in Contractor's employment practices.

The Contractor agrees to defend, indemnify, and hold harmless the County, the Referring Agency, if different, and the Minnesota Department of Human Services, their agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act ("MGDPA") or Health Insurance Portability and Accountability Act ("HIPAA"), including any legal fees or disbursements paid or incurred to enforce the provision of this Section of the Contract. This Section survives termination or expiration of the Contract.

- 8.2. Limitations. The indemnification obligations of this Section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 8.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
  - A. Any demand, action, suit, or proceeding against the party providing Notice; or
  - B. Any event or fact that may give rise to indemnification under Section 8.1 by Contractor.
- 8.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this Section precludes Contractor from allowing County to undertake control of the defense.

## 9. **INSURANCE.**

Contractor shall maintain policies of insurance as set forth in Exhibit 2, and pay all retentions and deductibles under such policies of insurance. Any violation of this Section is a material breach of this Contract. This Section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this Section.

## 10. **SUBCONTRACTING.**

- 10.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this Section.
- 10.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors only as permitted by the County in writing, subject to the following:
  - A. Contractor shall be responsible for the performance of its Subcontractors.
  - B. All Subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 10.3. Payment of Subcontractors. The following is required by Minn. Stat. § 471.425. Contractor shall pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the

County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

- 10.4 Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 10.5 A violation of any part of this Section is a material breach of contract.

**11. HOST COUNTY CONTRACT.**

This Contract may be accessed as a Host County Contract under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase Services from Contractor shall abide by the terms of this Contract. Such local agencies shall be financially responsible under the terms of this Contract for those clients they refer to Contractor for Services. The County shall monitor the terms of this Contract and shall make available, upon request of other local agencies, copies of this Contract.

**12. FORCE MAJEURE.**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

**13. CONFIDENTIALITY AND SECURITY.**

- 13.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 13.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 13.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 13.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.
- 13.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third

party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.

13.6. Identification Badges. If County staff determine that Contractor or Contractor's personnel may have access to secured areas, Contractor or Contractor's personnel must possess on their persons valid County-issued identification badges in order to have access to any secure County location, in compliance with County Policy 4022 "Identification Credentialing for Facility Access." Contractor shall immediately notify the County Liaison when it has knowledge of any felony conviction of personnel who possess County-issued identification badges, and then must immediately return such identification badges to the County and deny the affected personnel any further access pending further instruction from the County. Contractor shall promptly notify the County Liaison when an identification badge is lost or when there is a change in any work status or access requirements (for example, job termination or reassignment).

13.7. Intentionally Omitted.

13.8. This Section survives expiration or termination of this Contract.

#### **14. DEFAULT.**

14.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

14.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.

#### **15. TERMINATION.**

15.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.

15.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

15.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has

sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this Section.

- 15.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 15.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
  - B. Complete performance of any work that is not discontinued by the Notice of Termination.
  - C. Cooperate with County with any transition of Services.
  - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
  - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
  - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
  - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.
- 15.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with Section 4.7 of this Contract for Services satisfactorily performed.
- 15.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 1 (Standard Assurances) and the indemnity provisions of Section 8.
  - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

**16. CONTRACT RIGHTS AND REMEDIES.**

- 16.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 16.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

**17. AUTHORIZED REPRESENTATIVES.**

17.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

**TO COUNTY:**

Name: Marti Fischbach  
Title: Community Services Director

Address:  
Dakota County Community Services  
1 Mendota Rd W, Ste 500  
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742  
Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

**TO CONTRACTOR:**

Name: Lucienne Olson  
Title: Owner

Address:  
Revival Training LLC

1687 Iowa Ave. E  
St. Paul, MN 55106  
Phone Number: 651-343-7440  
Email: [Lucienne.olson9@gmail.com](mailto:Lucienne.olson9@gmail.com)

17.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

17.3. In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office  
Civil Division  
1560 Highway 55  
Hastings, Minnesota 55033.

**18. LIAISONS.**

18.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

**COUNTY:**

Liaison: Melissa Thoms  
Phone number: 651-554-5807  
Email: [melissa.thoms@co.dakota.mn.us](mailto:melissa.thoms@co.dakota.mn.us)

**CONTRACTOR:**

Liaison: Lucienne Olson  
Phone number: 651-343-7440  
Email: [Lucienne.olson9@gmail.com](mailto:Lucienne.olson9@gmail.com)

18.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

**19. AMENDMENTS.**

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representatives.

**20. SEVERABILITY.**

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

**21. MERGER.**

- 21.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 21.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

- Exhibit 1 – Standard Assurances
- Exhibit 2 – Insurance Terms
- Exhibit 3 – Service Grid

By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any part of any Exhibit and the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, this Contract, unless such construing or construction results in ambiguity.

**22. CONTRACT INTERPRETATION AND CONSTRUCTION.**

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

**23. ELECTRONIC SIGNATURES.**

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

By signing this Contract, the Contractor certifies that none of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Approved by Dakota County Board  
Resolution No. 18-485

**COUNTY OF DAKOTA**

By  \_\_\_\_\_  
DocuSigned by:  
98030F9D032D437...

Title Community Services Director

Date of Signature 06/06/2023 | 12:46 PM CDT

**CONTRACTOR**

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor).

By  \_\_\_\_\_  
DocuSigned by:  
35B05E7CA41C437...

Lucienne Olson

(Please print name.)

Title Owner

Date of Signature 06/06/2023 | 10:17 AM PDT

## STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5 [and the U.S. Department of Health and Human Services]. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to

contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the

Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

14. Intentionally Omitted.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

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**INSURANCE TERMS**

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

**APPLICABLE SECTIONS ARE CHECKED**

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

If Commercial General Liability insurance can only be provided on a claims-made basis, the Contractor agrees to maintain such insurance for at least one (1) year from Contract termination. The retroactive date for the claims made policy must be prior to the start of the contract term.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

Such policy(ies) shall name the Minnesota Department of Human Services, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,000,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$100,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Self-Insurance. Dakota County recognizes that the contractor is self-insured for general liability, professional liability or automobile liability and maintains excess coverage in order to meet the requirements set for the in this section of the contract. The contractor agrees to provide Dakota County with financial information to assist the County in determining the ability of the contractor to cover self insured losses.

6. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

7. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least ten (10) days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence

that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least thirty (30)-day's notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

8. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A-VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have fifteen (15) business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such fifteen (15) day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

9. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

10. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

11. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Insure CS (Rev. 9/4/07)

## Service: Community Coach Services

**Estimated Annual # of Referrals:** 10 youth

**Payment Source:**

1. County Funding.

### Goal/Purpose

To increase public safety by connecting youth to pro-social activities and peers, developing their skills to maintain pro-social relationships, and structuring their free time.

### Target Group

- Youth on high risk probation who are living in their communities and/or transitioning back into their communities from out of home placements.
- Youth who have unstructured time after school, during evenings and on weekends contributing to risks for violations of probation and/or new offenses; and who have little participation in pro-social activities (ex: teams, clubs, volunteer work) or established relationships with pro-social individuals (ex: coaches, teachers, employers, pro-social peers).

### Referral Process

- For each youth referred, Community Corrections will email to the Contractor the following:
  - o Intake referral sheet.
  - o Signed, current release of information.
  - o Relevant referral information based on the individual offender.
- Brianna Hill, Community Corrections Supervisor, will coordinate the referrals.
- The Contractor will acknowledge and accept or decline the referral within two business days of receipt.
  - o Acknowledgment will be sent to:  
Brianna Hill, Supervisor  
Dakota County Community Corrections  
1600 Highway 55  
Hastings, MN 55033  
[Brianna.Hill@co.dakota.mn.us](mailto:Brianna.Hill@co.dakota.mn.us)
- Contractor will initiate contact with the youth and parent/guardian within three business days of the referral.
- Contractor will conduct an in-person meeting with the youth and parent/guardian within five business days of contact with youth offender.

## Service Expectations

- Develop relationships with youth serving programs, teams, faith communities, employers, and agencies in the County to allow for expeditious connections with each youth offender.
- Provide services in home and community settings.
- Conduct an interest inventory for each youth to determine possible community-based resources matches.
- Co-develop an action plan/case plan (working with youth and the parent/guardian) for connecting the youth with pro-social activities in the community. The action plan/case plan must include a schedule of community activities. The action plan/case must be provided to the youth offender, his/her family, and his/her probation officer within one week of completion.
- Support and coach the youth in implementing the action plan/case plan. This includes helping the youth maintain engagement with pro-social activities and peers and transitioning into independent participation. This may include transporting youth to activities.
- Written communication regarding the youth progress to his/her probation officer at least twice monthly.
- Written closing summary for each youth as the service ends.
- Submit bills for services and program reports in a timely fashion.
- County holds the Contractor responsible to ensure the Contractor's direct care staff meets the requirements of an employee background check that minimally includes the Bureau of Criminal Apprehension (BCA) criminal study and a Minnesota Social Services record check for vulnerable adult or child maltreatment findings. These checks must occur within one year of the contract start date, and every two years thereafter. Dakota County expects that no employee will have a record such that they would be disqualified from contact with persons served by programs licensed by the Minnesota Department of Human Services (see MN Statute 245C.15). Contractor will arrange to have the background check results submitted to the Dakota County Contract Manager upon request.
- County holds the Contractor responsible to ensure that the Contractor's direct care staff is trained in Mandated Reporting of suspected child or vulnerable adult abuse prior to service provision. Mandated Reporting includes reporting of any incidents of domestic violence suspected or observed in the home or community settings.

## Service Duration/Intensity

- Phase I: Engagement: within 30 days of referral, unless otherwise noted
  - Complete interest inventory.
  - Complete action/case plan.
- Phase II: Connecting: within 30-45 days
  - Implement action/case plan.
  - Connect youth to one or more pro-social activities.
  - Support youth in overcoming barriers to participation in pro-social activity.
- Phase III: Transition: (suggested length: 15-30 days)
  - Transition youth to independent participation in pro-social activity.

## Process Measures

- Process measures will be gathered using the Contractor's and Community Corrections' documentation of contracts, as well as surveys of Corrections staff, youth, and parents/guardians.
  - Timely and consistent phone and/or face-to-face contact with youth.
  - Timely and consistent phone and written communication with probation officers.
  - Timeliness in completion of initial meetings.
  - Timeliness in completion of interest inventories.
  - Timeliness in completion of action/case plans.
  - Adherence to BCA background check requirements.
  - Timeliness of closing reports.

## Outcome Measures

- Outcome measures will be gathered using surveys of Corrections staff, youth, and parents/guardians:
  - Connection to community based pro-social activity.
    - % of referred youth who report involvement with at least one pro-social activity while in the Community Coaches program.
    - % of referred youth who report involvement with at least one pro-social activity three months after completing the Community Coaches program.
  - Probation violations.
    - % of referred youth who have probation violations while in the Coaches Program.
    - % of youth who report satisfaction with Community Coaches Program.
    - % of parents who report satisfaction with Community Coaches Program.
    - % of probation officers who report timely and consistent communication from Coaches.

## Reporting

- The Contractor will:
  - Submit twice per month progress reports on goals of the youth, the number of contacts, summary of pro-social activities initiated, concerns and any modification to the plan determined to be needed.
  - Immediately report to the youth's probation officer when:
    - Face-to-face contact or an action/case plan will not be completed in the required amount of time.
    - Upon a "no-show" or cancellation with less than 24 hours of notice.
    - Youth is no longer actively involved in the services.
  - Submit a closing report within 30 days of terminating service. The reports must include for each youth:
    - Service discharge status.
    - Summary of pro-social activities initiated.

## Payment Limitations

The County will pay for services as follows:

- County shall pay the Contractor for Community Coach services at a rate of \$75.00 per hour for up to 45 hours per referral through all three phases as previously described with an option for additional hours approved by supervisor.
- Billable hours include:
  - Face-to-face meetings with youth.
  - Telephone and other contacts with youth and collaterals.
- No Shows/Cancellations: County will pay for one no-show or cancellation per youth occurring with less than a 24-hour notice. The Contractor will “no show” by using a modifier of “no show-NS” in billing Community Corrections when identifying a no-show cancellation. The Contractor will also immediately notify the probation officer of the no-show cancellation. Each no-show/cancellation is included as part of the maximum number of hours approved for the youth on the referral form. If there is a second no show/cancellation occurrence, services will be paid but additional services for the youth will be suspended. Verbal authorization must be received from the designated Dakota County Corrections contract supervisor to resume services.
- Performance Bonuses: The Contractor will receive bonuses based on achievement of the following outcomes as approved by the program supervisor and probation officer:
  - Phase II Performance Bonus: \$200 per youth: with the criteria that the youth is successfully enrolled, or engaged in, a new pro-social activity.
  - Phase III Performance Bonus: \$200 per youth: with the criteria that the youth completes all three phases of the Community Coaches Program with no new crime (misdemeanor or higher), and no probation violations filed.
- Other Billable Services: County will reimburse the Contractor up to \$200 per youth for pre-approved expenditures directly related to enrollment or participation in pro-social activities. The Contractor must contact the Community Corrections contract supervisor to secure approval for these expenditures.
- County will reimburse the Contractor up to \$50 per month per youth served that month for expenses coaches incur working with youth for incentives or rewards. Examples of covered expenses are refreshments, event tickets, and journals. Only expenses incurred on behalf of the youth will be eligible for reimbursement. County is not responsible for expenses coaches incur for themselves.

## Billing Procedures

- Request for Payment: Contractor shall, within 30 days of the end of each month, submit an invoice and request for payment for the previous month on an invoice form acceptable to the County.
- The invoices shall certify expenditures and itemize (as applicable):
  - The date such services were provided.
  - A general description of the services provided.
  - The dates of the performance period covered by the invoice. As applicable, receipts are required for reimbursement of pre-approved expenditures associated with pro-social activities for youths (not to exceed \$200 per youth), and itemized receipts as it relates to section 1e.

- Submit invoices to:
  - [ccinvoices@co.dakota.mn.us](mailto:ccinvoices@co.dakota.mn.us) or mail to:  
Dakota County Community Corrections  
ATTN: CCInvoices  
14955 Galaxie Avenue  
Apple Valley, MN 55124

## Cost of Living Adjustment

- The service rates subject to a Cost-Of-Living Adjustment (COLA) by Dakota County will be adjusted based on the COLA approved by the Dakota County Board of Commissioners. The COLA typically takes effect on January 1 of each calendar year, and does not apply to state set rates, MA rates, CTSS rates, etc.

## Interpreters

- Dakota County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

## Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for

families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.

**FIRST AMENDMENT  
TO THE COMMUNITY COACH SERVICES CONTRACT  
BETWEEN THE COUNTY OF DAKOTA  
AND REVIVAL TRAINING, LLC**

**WHEREAS**, effective 6/6/2023, the County of Dakota, by and through its Community Corrections Department, ("County"), and Revival Training LLC, 1687 Iowa Ave E, St. Paul, MN 55106 ("Contractor"), entered into a Contract for the provision of services related to Community Coach Services ("the Contract"); and

**WHEREAS**, the parties desire to amend the Contract; and

**WHEREAS**, the Contract provides that any amendments shall be valid only when in writing and signed by Authorized Representatives of the parties.

**ACCORDINGLY**, the parties agree to amend the Contract to extend Term, increase Total Cost, and add an additional Service as follows:

1. Section 2, Term of the Contract is hereby amended to read as follows:

This Contract is effective on 01/01/2023 ("Effective Date") and expires on 12/31/2026, or when all Services have been satisfactorily performed, whichever occurs first.

2. Section 4.1, Total Cost, of the Contract is hereby amended to read as follows:

Total Cost. County will pay Contractor a total amount not to exceed ("Contract Maximum"):

- \$80,000.

The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

3. Exhibit 2, Insurance Terms, shall be amended to include revised Insurance Terms effective the date that last party executes this Amendment, which are attached and incorporated herein.
4. Exhibit 3, Service Grid, of the Contract is hereby amended to include an additional Service for Families First, which is attached and incorporated herein.
5. All other terms of the Contract between the County and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.
6. If any provision of this Amendment conflicts with the any provision of the Contract, or an earlier Amendment, the conflicting provision of this Amendment prevails.

**ELECTRONIC SIGNATURES**

**EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS CONTRACT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Contract on the dates indicated below.

Approved by Dakota County Board  
Resolution No. 18-485

**COUNTY OF DAKOTA**

By: DocuSigned by:  
Marti Fischbach  
95038F9D332D437...

Title: Community Services Director

Date of Signature: 11/03/2024 | 10:04 AM CST

**CONTRACTOR**

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor).

By: DocuSigned by:  
Lucienne Olson  
35808E7CA1CA37...

Title: Owner

Date of Signature: 11/01/2024 | 6:23 PM PDT

**EXHIBIT 2 – INSURANCE TERMS**

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

**APPLICABLE SECTIONS ARE CHECKED**

**1. Workers Compensation.**

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000.

If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees:

- (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance;
- (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and
- (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract.

Note: If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

**2. General Liability.**

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident.

Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Network Security and Privacy Liability

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

6. Evidence of Insurance

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

7. Insurer: Policies

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. Release and Waiver

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

## Service: H.E.A.T for Youth (H4Y) Groups

### Payment Source:

1. County.

### Purpose

Contractor will provide facilitation of H.E.A.T for Youth (H4Y) Curriculum cognitive behavioral program services to individuals referred through the Dakota County Treatment Court. H4Y is a therapy program designed for Black males aged 13 to 17 who are involved in the Juvenile justice system. H.E.A.T. applies a holistic, culturally relevant, responsive, strength-based model that emphasizes a positive and engaging approach to treatment.

### Target Group

- Juvenile Clients assessed as high risk referred by Dakota County Community Corrections.

### Referral Process

- Dakota County Community Corrections will refer individuals to groups by contacting Contractor by email.
- Once the schedule is set facilitators may not adjust the date/time of group. If coverage is needed and the agency is unable to provide it, notification should be made two weeks prior to the group.

### Service Expectations

- Contractor will provide H4Y facilitation to individuals referred through the Dakota County Treatment Court and other high-risk youth as needed.
- Sessions will be open and provided weekly with a maximum of 10 participants.
- Contractor will provide a minimum of one facilitator weekly.
- Facilitators are responsible for facilitation and supervision of youth during group and on break.
- Facilitators will be observed and provided feedback twice annually by Dakota County staff
  - Location will be the Dakota County Northern Service Center
  - Virtual groups to be approved by Community Corrections.

## Reporting

- Contractor will submit the following reports to Shannon Olean, [Shannon.olean@co.dakota.mn.us](mailto:Shannon.olean@co.dakota.mn.us)
  - Attendance report – submit after each session.
- Discharge report – certificate will be sent upon completion of program.
- Evaluations - Contractor will conduct pre- and post-tests with each client. Contractor will send a summary report, , including evaluations, rosters and quarterly reports to Shannon Olean and Melissa Thoms, [melissa.thoms@co.dakota.mn.us](mailto:melissa.thoms@co.dakota.mn.us).

## Payment Limitations

The County will pay for services as follows:

- Group with two facilitators: \$408.00 for each group session with two facilitators.
- Group with one facilitator: \$278.00 for each group session provided with one facilitator.
- County will pay for tuition, travel, lodging, and a stipend of \$1200 per participant trained at the H4Y training in Louisville, Kentucky, for the dates of August 28-30<sup>th</sup>, 2024.

## Billing Procedures

Contractor will submit monthly invoices to: [ccinvoices@co.dakota.mn.us](mailto:ccinvoices@co.dakota.mn.us) or mail to: Dakota County Community Corrections, ATTN: Accounts Payable, 14955 Galaxie Avenue, Apple Valley, MN 55124. The invoice will include the date, location, and number of facilitators for each group provided.

## Interpreters

Dakota County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

## Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's

perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5718

Agenda #: 8.4

Meeting Date: 6/9/2026

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**DEPARTMENT:** Community Corrections

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute A Joint Powers Agreement With City Of Eagan For Sentence To Service Program**

### PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreements (JPA) with the City of Eagan for Sentence to Service (STS) program.

### SUMMARY

The Sentence to Service (STS) program is for lower-risk adults receiving probation services as an alternative to being ordered to jail. The STS program is used as a way for clients to pay back the community for the crimes they have committed, and it is also used as a response to their non-compliance to court-ordered conditions.

Joint powers agreements (JPA)s with several public entities are required for the purchase of work crew services through the STS program.

Staff recommends authorization to execute a JPA with the City of Eagan for the purchase of STS work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, in an amount not to exceed \$1,443 for the period of the agreement effective date through December 31, 2026. (Attachment: Joint Powers Agreement).

### OUTCOMES

**How much:** The Dakota County STS program had 422 clients referred in 2025 and 163 clients served in 2026 year to date.

**How Many:** In 2025, 92% of clients successfully completed STS term. In 2026, year to date, 91% of Community Corrections' clients have successfully completed their STS term.

**Is Anyone Better Off:** The STS program provides probationers an opportunity to give back to the community. The community benefits from the work performed in our parks, cities, roadways, and various community-based non-profit organizations. STS is performed in lieu of incarceration; this saves on the cost of housing probationers in jail while they are given the benefit of remaining in the community.

### RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of Eagan for STS program for the

period of the agreement effective date through December 31, 2026.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The total revenue the County will receive from this JPA is \$1,443 for STS program, which is included in the 2026 Community Corrections Budget.

**Program 21300239 Adult Work Crew**

Fund	Department	Funding Source	2026 Amended Budget	2026 Available Budget
General Fund	Community Corrections	From Dakota County Highway	4,810	4,810
General Fund	Community Corrections	From Dakota County Parks	14,430	14,430
General Fund	Community Corrections	From Cities	37,037	27,898
<b>Total</b>	<b>None</b>	<b>None</b>	<b>56,277</b>	<b>47,138</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, the Sentence to Service (STS) program is for lower-risk adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, the STS program is used as a way for clients to pay back the community for the crimes they have committed, and it is also used as a response to their non-compliance to court-ordered conditions; and

WHEREAS, joint powers agreements (JPA)s with several public entities are required for the purchase of work crew services through the STS program; and

WHEREAS, staff recommends authorization to execute a JPA with the City of Eagan for the purchase of STS work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, in an amount not to exceed \$1,443 for the period of the agreement effective date through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute a joint powers agreement with the City of Eagan for Sentence to Service (STS) program, in the amount of \$1,443 for the period of the agreement effective date through December 31, 2026, subject to approval by the County Attorney’s Office as to form.

**PREVIOUS BOARD ACTION**

None.

## ATTACHMENTS

Attachment: Joint Powers Agreement.

## BOARD GOALS

- Thriving People
- A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs
- Excellence in Public Service

## CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA  
AND THE CITY OF EAGAN  
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

**AGREEMENT PERIOD: Effective Date – December 31, 2026**

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the City of Eagan, 3830 Pilot Knob Road, Eagan, MN 55122 hereinafter “City.” This Agreement uses the word “parties” for both County and City.

**WHEREAS**, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

**WHEREAS**, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

**WHEREAS**, the City desires the services of the Sentence to Service program work crews; and

**WHEREAS**, the County operates a Sentence to Service program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

**WHEREAS**, the City will pay the County a total amount not to exceed \$1,443.00 for three (3) work crew days pursuant to the terms of this Agreement; and

**WHEREAS**, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

**1. GENERAL PROVISIONS.**

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on the date the last party executes this Agreement (“Effective Date”) and expires on December 31, 2026, or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

- a) Work Crew. A work crew shall consist of a crew leader and a crew of five (5) to ten (10) workers, who are community members, screened by Community Corrections. The crew leader shall oversee and be in charge of the work crew.
- b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the City supervisor.

**2. CITY’S RIGHTS AND OBLIGATIONS.**

2.1 General Description. City will purchase three (3) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$1,443.00. The County will invoice the City for actual crew days worked three (3) at the following rates:

- For five (5) or more workers per crew, the daily rate is \$481.00; and
- For work crews with less than five (5) workers, the daily rate is \$240.50.

2.3 Intentionally Omitted.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the crew leader before work commences. A work project will be concluded when a City representative and the crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members are not employees of the City or County.

### 3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description. The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than three (3) crew days per year without additional cost to the City if additional days are available.

### 4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

### 5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

### 6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing thirty (30) days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing seven (7) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

A. Making material misrepresentations either in the attached exhibits or in any other material provision or

condition relied upon in the making of this Agreement.

- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non- County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within seven (7) calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

## 7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

## 8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement:

**City Liaison:**  
 Mark Vaughan  
 Superintendent-Facilities  
 3870 Pilot Knob Road  
 Eagan, MN 55122  
 Phone Number: 651-675-5592  
 Email: [mark.vaughan@eaganmn.gov](mailto:mark.vaughan@eaganmn.gov)

**County Liaison:**  
 Leanne Walter  
 Community Corrections Supervisor  
 1560 Highway 55  
 Hastings MN 55033  
 Phone Number: 651-438-8336  
 Email: [leanne.walter@co.dakota.mn.us](mailto:leanne.walter@co.dakota.mn.us)

**9. AMENDMENTS.**

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

**10. COMPLIANCE WITH LAWS/STANDARDS.**

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

**11. SEVERABILITY.**

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

**12. MERGER.**

This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board  
Resolution No. 00-000

**COUNTY OF DAKOTA**

By: \_\_\_\_\_

Title: Assistant County Manager—Community Services

Date of Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**CITY OF EAGAN**

**(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).**

By: \_\_\_\_\_

Mike Maguire

Title: Mayor

Date of Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Elizabeth VanHoose

Title: City Clerk

Date of Signature: \_\_\_\_\_

Signature: \_\_\_\_\_





# Board of Commissioners

## Request for Board Action

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Item Number: DC-5644

Agenda #: 8.5

Meeting Date: 6/9/2026

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**DEPARTMENT:** Community Corrections

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Accept Allocations From State Of Minnesota's First Judicial District, Dakota County District Court, And Execute Cooperative Agreements For Drug Treatment Court Programs**

### PURPOSE/ACTION REQUESTED

Authorize acceptance of the state Fiscal Year (FY) 2027 allocations from the State of Minnesota's First Judicial District, Dakota County District Court, and execution of cooperative agreements between State of Minnesota's First Judicial District, Dakota County District Court, for Adult, Juvenile, and Family Dependency Drug Treatment Court Programs.

### SUMMARY

The Juvenile Drug Treatment Court is a collaborative, multidisciplinary initiative designed to improve outcomes for justice-involved youth experiencing substance use disorders (SUD).

The primary Drug Court Team includes the client's defense attorney, the County Attorney, the presiding Judge, the assigned Probation Officer, a Probation Supervisor, and the Wraparound Program Services Coordinator. This team meets regularly to monitor substance use progress, review treatment engagement, address barriers to sobriety, and ensure consistent and informed decision-making throughout each participant's involvement in the program.

The Juvenile Drug Treatment Court integrates a comprehensive array of programming designed to address substance use and support lasting recovery. Services include chemical dependency treatment and aftercare, Habilitation Empowerment Accountability Therapy (H.E.A.T.) 4 Youth (a culturally specific cognitive-based therapy program), Wraparound services, Family Peer Support groups, Community Coaches, and other culturally grounded supports. Together, these interventions help youth reduce or eliminate illegal drug use, build prosocial skills, strengthen family engagement, and establish long-term stability.

The Adult Drug Treatment Court Program is a collaborative, multidisciplinary initiative designed to improve outcomes for justice-involved adults experiencing substance use disorders and reduce felony-level recidivism through treatment, accountability, and intensive supervision.

The primary Adult Drug Court Team includes the County Attorney, Public Defender, presiding Judge, Treatment Court Coordinator, and assigned Probation Officer. Individuals charged with felony-level drug offenses are referred by the County Attorney's Office to the Adult Drug Court Team for consideration and determination of eligibility. Participants appropriate for Adult Drug Treatment Court

are evaluated as high risk for recidivism and chemically dependent.

The Adult Drug Court Team meets regularly to review participant progress, treatment engagement, compliance with program expectations, and any violations or barriers to success. The team utilizes a combination of incentives, accountability measures, and judicial oversight to support participant progress and recovery. Participants advance through program phases based on established criteria and approval of the Drug Court Team.

The Adult Drug Treatment Court Program incorporates intensive supervision, treatment participation, and frequent drug testing requirements to support long-term recovery and reduce future criminal behavior. Funding supports drug testing costs, transportation, training, contracted services, and offsets approximately \$50,000 in salary costs associated with operating the program.

The average length of participation in Adult Drug Treatment Court is approximately 24 months. Since the program began in 2007, 154 participants have successfully graduated from Adult Drug Treatment Court and 69 participants were terminated from the program prior to meeting graduation requirements. During State Fiscal Year 2025, 38 participants participated in Adult Drug Treatment Court, including eight successful graduates in 2025.

The Family Dependency Treatment Court (FDTC) is a voluntary problem-solving alternative court process for families involved in child protection court due to substance abuse by a parent. All parents enrolled in FDTC have an addiction involving stimulants (methamphetamine/cocaine), opiates (heroin/fentanyl), or chronic and severe alcohol use.

The current FDTC team includes the Judge, Assistant Dakota County Attorney, two Parent Attorney's, two Guardian ad Litema, a Coordinator, three treatment court Social Workers, and a Recovery Specialist. In addition, the team consults with a contracted chemical dependency treatment provider and two certified peer recovery specialists from the community.

The FDTC team closely monitors selected parents' progress toward sobriety and recovery through ongoing treatment, frequent drug testing, regular mandatory check-in court appearances, and the use of a range of immediate sanctions and incentives to foster behavior change. The goals of the FDTC program are to protect the safety of children and support their well-being while giving parents the tools they need to obtain long-term sobriety in order to provide a safe and stable home for their children, thereby meeting the overarching goal of public safety. By diverting selected cases away from the traditional child protection court processes and into the Family Dependency Treatment Alternative Court Process, parents are more likely to achieve long-term sobriety and stability resulting successful reunification with their children.

Community Corrections has been allocated \$165,250 for the Juvenile Drug Treatment Court Program in FY2027, which is a \$0 (0%) increase from the FY2026 allocation. Of that amount, \$14,000 is paid directly by the State to a public defender for client legal representation, leaving \$151,250 budgeted by Dakota County and eligible for reimbursement.

Community Corrections will receive \$110,000 for Adult Drug Treatment Court Programs in FY2027, a \$0 (0%) increase from the FY2026 allocation.

Social Services-Children and Family Services will receive \$121,000 for Family Dependency Drug

Treatment Court Programs in FY2027, a \$0 (0%) increase from the FY2026 allocation.

To review the agreements, see Attachment: Treatment Court FY2027 Agreements.

## OUTCOMES

### Juvenile and Adult Drug Treatment Court Programs

**How much?** Dakota County receives \$165,250 in juvenile drug court funding. Of that amount, \$14,000 is paid directly by the State to a public defender for client legal representation, leaving \$151,250 budgeted by Dakota County and eligible for reimbursement. This investment allows the program to expand culturally responsive, evidence-based services and strengthen coordination between treatment, supervision, and family supports. The funding supports adequate staffing, WRAP around services, community coach services, training, and other costs such as UA testing, GPS, and transportation for youth to treatment, court, and community programming. Dakota County receives \$110,000 in state funding to support the Adult Drug Treatment Court Program. This funding supports drug testing costs, transportation, training, contracted services, and offsets approximately \$50,000 in salary costs associated with operating the program.

**How well?** Since 2005, the juvenile drug treatment court has served 204 youth. During State Fiscal Year 2025, 38 participants participated in Adult Drug Treatment Court. Since the program began in 2007, 154 participants have successfully graduated from the program.

**Is anyone better off?** Youth are better off through increased access to culturally responsive treatment, skill-building interventions, and consistent mentoring supports that address the root causes of substance use and related behaviors. Families are better off through peer support and increased engagement in their child's recovery and accountability process. The community and justice system are better off through improved public safety, more effective use of resources, and reduced reliance on deeper system involvement for youth who can be safely and effectively served in the community. Participants in Adult Drug Treatment Court are better off through increased access to substance use treatment, structured accountability, intensive supervision, and coordinated support services that address the underlying causes contributing to criminal behavior and chemical dependency. Participants who successfully complete the program demonstrate increased stability, reduced substance use, and improved community functioning. The community is better off through reduced recidivism, improved public safety, and more effective use of justice system resources by supporting long-term recovery and accountability.

### Family Dependency Drug Treatment Court Program

**How much?** Dakota County receives \$121,000 in State funding to support the Family Dependency Treatment Court Program. This funding supports a portion of our Recovery Specialist position, contracts with a community chemical dependency provider, training, drug testing, and transportation for participants to child visitation, court, treatment, drug testing, and sober supports. This funding also allows participants to receive the support needed to help them with ongoing sobriety, mental health, stable housing, reliable transportation, employment, and long-term sober supports.

**How well?** Since July 2006, 238 participants started FDTC and, of those cases, 228 are closed and 10 remain active: 6 participants are in FDTC, and the remaining 4 participants returned to Child in Need of Protection or Services (CHIPS). Results of the FDTC Program since its inception:

- 112 participants graduated, reunified with children - 49%

- 100 participants returned to CHIPS - 43%
  - Termination of parental rights: 60 participants - 60%
  - Transfer of custody: 27 participants - 27%
  - Reunified with children: 9 participants - 9%
  - Active returned to CHIPS: 4 participants - 4% (pending permanency petitions)
- 20 participants agreed upon dismissal - 8%
  - Reunified with children: 16 participants - 80%
  - Transfer of custody: 4 participants - 20%

*In summary, of the 228 cases closed, 137 of the participants or 60% were reunified with their children.*

**Is anyone better off?** By successfully reunifying parents with their children, there are significant cost savings to the county and state by preventing the need for long-term payments to caretakers. More importantly, there are significant, unquantifiable benefits and cost savings to society. Children belong with their families. Children who remain in foster care and are not able to be successfully reunified with their parents have long-term consequences of increased homelessness, mental health instability, criminal activity, and substance use addiction.

**RECOMMENDATION**

Staff recommends authorization to accept the allocation funds and execute cooperative agreements with the State of Minnesota’s First Judicial District, Dakota County District Court, for the period of July 1, 2026, through June 30, 2027, in the combined, total amount of \$396,250.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The grant revenues and associated expenditures are included in the 2026 Community Corrections and 2026 Social Services budgets.

**Program 21300153 Adult Drug Court**

Fund	Department	Funding Source	2026 Amended Budget	2026 Available Budget
General Fund	Community Corrections	State Grant	\$110,000	\$103,380
<b>Total</b>			<b>\$110,000</b>	<b>\$103,380</b>

**Program 21300329 Juvenile Drug Court**

Fund	Department	Funding Source	2026 Amended Budget	2026 Available Budget
General Fund	Community Corrections	State Grant	\$151,250	\$110,003
<b>Total</b>			<b>\$151,250</b>	<b>\$110,003</b>

**Program 20900140 Family Dependency Treatment Court**

Fund	Department	Funding Source	2026 Amended Budget	2026 Available Budget
General Fund	Social Services	State Grant	\$121,000	\$47,940
<b>Total</b>			\$121,000	\$47,940

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, the Juvenile Drug Treatment Court is a collaborative, multidisciplinary initiative designed to improve outcomes for justice-involved youth experiencing substance use disorders (SUD); and

WHEREAS, the Juvenile Drug Treatment Court integrates a comprehensive array of programming designed to address substance use and support lasting recovery; and

WHEREAS, services include chemical dependency treatment and aftercare, Habilitation Empowerment Accountability Therapy (H.E.A.T.) 4 Youth (a culturally specific cognitive-based therapy program), Wraparound services, Family Peer Support groups, Community Coaches, and other culturally grounded supports; and

WHEREAS, together, these interventions help youth reduce or eliminate illegal drug use, build prosocial skills, strengthen family engagement, and establish long-term stability; and

WHEREAS, the Adult Drug Treatment Court Program is a collaborative, multidisciplinary initiative designed to improve outcomes for justice-involved adults experiencing substance use disorders and reduce felony-level recidivism through treatment, accountability, and intensive supervision; and

WHEREAS, the Adult Drug Treatment Court Program incorporates intensive supervision, treatment participation, and frequent drug testing requirements to support long-term recovery and reduce future criminal behavior; and

WHEREAS, funding supports drug testing costs, transportation, training, contracted services, and offsets approximately \$50,000 in salary costs associated with operating the program; and

WHEREAS, the Family Dependency Treatment Court (FDTC) is a voluntary problem-solving alternative court process for families involved in child protection court due to substance abuse by a parent; and

WHEREAS, all parents enrolled in FDTC have an addiction involving stimulants (methamphetamine/cocaine), opiates (heroin/fentanyl), or chronic and severe alcohol use; and

WHEREAS, the goals of the FDTC program are to protect the safety of children and support their well-being while giving parents the tools they need to obtain long-term sobriety in order to provide a safe and stable home for their children, thereby meeting the overarching goal of public safety; and

WHEREAS, diverting selected cases away from the traditional child protection court processes and into the Family Dependency Treatment Alternative Court Process, parents are more likely to achieve long-term sobriety and stability resulting in successful reunification with their children; and

WHEREAS, the FY2027 allocation for the Juvenile Drug Treatment Court Program is \$165,250, which reflects a \$0 (0%) increase from the FY2026 allocation; and

WHEREAS, \$14,000 of the FY2027 allocation is paid directly by the State to a public defender for client legal representation, leaving \$151,250 budgeted by Dakota County and eligible for reimbursement to Dakota County; and

WHEREAS, Community Corrections will receive \$110,000 for Adult Drug Treatment Court Programs in FY2027, a \$0 (0%) increase from the FY2026 allocation; and

WHEREAS, Social Services-Children and Family Services will receive \$121,000 for Family Dependency Drug Treatment Court Programs in FY2027, a \$0 (0%) increase from the FY2026 allocation; and

WHEREAS, staff is requesting cooperative agreements be executed for the period of July 1, 2026 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to accept the allocated funds from the State of Minnesota's First Judicial District, Dakota County District Court for the Juvenile Drug Treatment Court Program and execute a cooperative agreement in the amount of \$165,250 for the period of July 1, 2026, through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Board acknowledges that \$14,000 of the total allocation is paid directly by the State to a public defender for client legal representation, and therefore the amount budgeted by Dakota County and eligible for reimbursement to Dakota County under the agreement is \$151,250.

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to accept the allocated funds from the State of Minnesota's First Judicial District, Dakota County District Court for the Adult Drug Treatment Court Program and execute a cooperative agreement in the amount of \$110,000 for the period of July 1, 2026, through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to accept the allocated funds from the State of Minnesota's First Judicial District, Dakota County District Court for the Family Dependency Drug Treatment Court Program and execute a cooperative agreement in the amount of \$121,000 for the period of July 1, 2026, through June 30, 2027, subject to approval by the County Attorney's Office as to form.

#### **PREVIOUS BOARD ACTION**

None.

## ATTACHMENTS

Attachment: Treatment Court FY27 Agreements

## BOARD GOALS

- Thriving People       A Healthy Environment with Quality Natural Resources  
 A Successful Place for Business and Jobs       Excellence in Public Service

## CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

DAKOTA COUNTY ADULT DRUG TREATMENT COURT  
First Judicial District, Dakota County District Court and Dakota County Community Services  
COOPERATIVE AGREEMENT

This Agreement is entered into by and between the County of Dakota through its Community Services Department (herein “DCCS”) and the State of Minnesota acting through its agent First Judicial District, Dakota County District Court (herein “Court”.) DCCS and Court shall sometimes individually be referred to as “party” and collectively as “parties” in this agreement.

WHEREAS, the Court has established a Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the Court wishes to enter such an Agreement with DCCS to purchases services and supplies as more fully described below from DCCS coextensive with the availability of County, State and Federal Funds for such purchase,

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. “Agreement” means this Cooperative Agreement.
- B. “Treatment Court” means Dakota County Adult Drug Treatment Court.
- C. “Services and Supplies” means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy Number 511.2(a).

These services and supplies are defined as follows:

- 1. Service: DCCS vendor contractors qualified to provide services to Treatment Court participants. Contracted services will not include services for treatment.
- 2. Salary: Salary and benefits for staff provided by DCCS to support the Treatment Court provided there is prior approval from the Judicial District Administrator.
- 3. DCCS Employee Expenses: Expenses such as phone reimbursement, supplies, mileage, meals, etc., provided expenses are paid in accordance with MJB travel and expense policies and that there is prior approval from the Judicial District Administrator.
- 4. Travel and Training Expense: Travel and training for Treatment Court team members, both in state and out of state, provided that the team member is listed on the Treatment Court roster, receives prior approval from the Judicial District Administrator, and expenses are paid in accordance with MJB travel and special expense policies.
- 5. Administrative Costs: Treatment Court costs to include office supplies and office equipment. Supplies for Treatment Court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
- 6. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the Treatment Court. Expenses must be paid directly to DCCS vendors and not to Treatment Court participants.
- 7. Bus and Taxi Fare: Bus and Taxi Fare to attend Treatment Court related activities. DCCS vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of DCCS. Expenses must be paid directly to DCCS vendors and not to the Treatment Court participants.

II. TERMS OF THE AGREEMENT

- A. Agreement Period. Notwithstanding the date of signature by the parties, the Agreement period is from July 1, 2026 through June 30, 2027, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be July 1, 2026.

- B. Payment. The Court shall compensate DCCS for costs it incurs or incurred for Services and Supplies identified in I.C. above related to the Treatment Court program and in accordance with the budget cost breakdown submitted to First District Finance.
- C. Payment Rate. The Court shall compensate DCCS for costs it incurs or incurred for Services and Supplies on behalf of Treatment Court participants subject to the following limitation. The cost of the Services and Supplies provided to Treatment Court participants shall not exceed One Hundred Ten Thousand Dollars (\$110,000.00.)
- D. Billing Procedure. DCCS shall submit the Treatment Court Financial Status Report (FSR,) which will act as an invoice, to the Court on a quarterly basis for Services and Supplies rendered pursuant to this Agreement. DCCS may submit the FSR electronically to [1stDistrict.Finance@courts.state.mn.us](mailto:1stDistrict.Finance@courts.state.mn.us) or DCCS may submit as follows:  
First Judicial District Administration  
Attn: District Finance  
1620 S Frontage Rd, Ste 200  
Hastings, MN 55033
- E. Responsibilities.
1. DCCS and Treatment Court Responsibilities:
    - a. Provide qualified staff or contractors including a Mental Health Consultant and Facilitators for educational groups to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants. Services will not include services for treatment.
    - b. Authorize and approve DCCS employee expenses in accordance with MJB travel and expense policies and procedures.
    - c. Establish training requirements and approve or provide appropriate training for Treatment Court team members, both in state and out of state, to meet the required training needs in accordance with MJB travel and special expense policies.
    - d. Provide office supplies, office equipment, drug testing kits and services, and bus and taxi fare for Treatment Court participants as needed in accordance with this Agreement.
    - e. Treatment Courts receiving MJB funding in fiscal year 2026 must comply with the following conditions:
      - i. Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable.)
      - ii. Report Treatment Court data upon implementation of the Tyler Supervision Module.
      - iii. Provide documentation of 30% local match (cash or in-kind) as requested.
      - iv. Provide annual caseload information as requested.
      - v. Redistribute no more than 30% of the total district allocation across treatment courts.
      - vi. Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information about the Peer Review Program is forthcoming.)
      - vii. Engage State and Local partners in discussions about developing a sustainable Treatment Court including the exploration of Federal, State, and Local funding streams to support ongoing Treatment Court operations.
      - viii. Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.
  2. DCCS and Court Responsibilities:
    - a. Fully comply with all MJB policies and procedures as they relate to the terms of this Agreement.
    - b. Arrive at financial agreements that allow the Court and DCCS to operate within fiscally sound principles that meet the payment and receipt procedures.

- c. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.

F. TERMINATION.

1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party's Authorized Representative. In addition, notification to the DCCS regarding breach or termination must be provided in writing to the office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later. Notice is effective if delivered personally or sent by U.S. certified mail, delivery receipt requested.
2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from County, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court or DCCS.

G. AUTHORIZED REPRESENTATIVES.

The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

DCCS:	The Court:
Gilbert Acevedo	Brian Jones
Assistant County Manager	First Judicial District Administrator
1 Mendota Rd W, Ste 500	1620 S Frontage Rd, Ste 200
West St Paul, MN 55118	Hastings, MN 55033

The Authorized Representative, or his or her successor, has authority to bind the party s/he represents. DCCS' Authorized Representative shall have only the authority granted by the Dakota County Board of Commissioners. The parties shall promptly provide written notice to each other when an Authorized Representative's successor is appointed, which does not require an amendment to the Agreement. The Authorized Representative's successor shall therefore be the Authorized Representative for purposed of this Agreement.

H. ADMINISTRATION.

1. Administration of the Agreement will be monitored for DCCS by Melissa Beissel, Contract Specialist, 1 Mendota Rd W, Ste 510, West St Paul, MN 55118 and all inquiries shall be directed to her attention.
2. Administration of the Agreement will be monitored for the Court by Meghan Knapp, First District Accounting Manager, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033 and all inquiries shall be directed to her attention.

I. LIABLE FOR OWN ACTS.

DCCS and the Court agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Court's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws govern liability arising from the acts or omissions of DCCS or its employees. DCCS shall require that contractors selected by it shall be insured in amount consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of malpractice or injury to the Treatment Court participants served by the contractor. Each party warrants that it has an insurance

or self-insurance program that has minimum coverage consistent with the liability limits required of it.

J. COMPLIANCE WITH LAWS/STANDARDS.

Each party to this Agreement shall abide by all Federal, State, or Local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Cooperative Agreement or to the facilities, programs and staff for which the party is responsible.

K. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of DCCS and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the Court, including the State Legislative Auditor and State Auditor, for a minimum of six years from the end of this Agreement.

L. DATA PRIVACY.

It is expressly agreed that DCCS and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all implementing rules (“MGDPA.”) The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the MGDPA or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. DCCS shall require that its contractors comply with the requirements of the MGDPA and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

M. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other party.

N. MODIFICATIONS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identifies as an amendment, and signed by both parties’ Authorized Representatives.

O. SEVERABILITY.

The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value<sup>4</sup> of the entire Agreement with respect to either party.

P. MERGER.

This Agreement is the final expression of the agreement of the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

(The rest of this page intentionally left blank)

COUNTY OF DAKOTA

STATE OF MINNESOTA

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Dakota County Community Services  
Assistant County Manager/Date

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Brian Jones, First Judicial District  
Administrator

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State Court Administration

Approved as to form:

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State Court Administration, Legal  
Counsel

Encumbered by:

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First Judicial District Finance

DAKOTA COUNTY JUVENILE DRUG TREATMENT COURT  
First Judicial District, Dakota County District Court and Dakota County Community Services  
COOPERATIVE AGREEMENT

This Agreement is entered into by and between the County of Dakota through its Community Services Department (herein “DCCS”) and the State of Minnesota acting through its agent First Judicial District, Dakota County District Court (herein “Court”.) DCCS and Court shall sometimes individually be referred to as “party” and collectively as “parties” in this agreement.

WHEREAS, the Court has established a Juvenile Drug Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the Court wishes to enter such an Agreement with DCCS to purchases services and supplies as more fully described below from DCCS coextensive with the availability of County, State and Federal Funds for such purchase,

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. “Agreement” means this Cooperative Agreement.
- B. “Treatment Court” means Dakota County Juvenile Drug Treatment Court.
- C. “Services and Supplies” means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy Number 511.2(a).

These services and supplies are defined as follows:

- 1. Service: DCCS vendor contractors qualified to provide services to Treatment Court participants. Contracted services will not include services for treatment.
- 2. Salary: Salary and benefits for staff provided by DCCS to support the Treatment Court provided there is prior approval from the Judicial District Administrator.
- 3. DCCS Employee Expenses: Expenses such as phone reimbursement, supplies, mileage, meals, etc., provided expenses are paid in accordance with MJB travel and expense policies and that there is prior approval from the Judicial District Administrator.
- 4. Travel and Training Expense: Travel and training for Treatment Court team members, both in state and out of state, provided that the team member is listed on the Treatment Court roster, receives prior approval from the Judicial District Administrator, and expenses are paid in accordance with MJB travel and special expense policies.
- 5. Administrative Costs: Treatment Court costs to include office supplies and office equipment. Supplies for Treatment Court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
- 6. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the Treatment Court. Expenses must be paid directly to DCCS vendors and not to Treatment Court participants.
- 7. Bus and Taxi Fare: Bus and Taxi Fare to attend Treatment Court related activities. DCCS vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of DCCS. Expenses must be paid directly to DCCS vendors and not to the Treatment Court participants.

II. TERMS OF THE AGREEMENT

- A. Agreement Period. Notwithstanding the date of signature by the parties, the Agreement period is from July 1, 2026 through June 30, 2027, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be July 1, 2026.

- B. Payment. The Court shall compensate DCCS for costs it incurs or incurred for Services and Supplies identified in I.C. above related to the Treatment Court program and in accordance with the budget cost breakdown submitted to First District Finance.
- C. Payment Rate. The Court shall compensate DCCS for costs it incurs or incurred for Services and Supplies on behalf of Treatment Court participants subject to the following limitation. The cost of the Services and Supplies provided to Treatment Court participants shall not exceed One Hundred Sixty-Five Thousand Two Hundred Fifty Dollars and 00/100 cents (\$165,250.00.)
- D. Billing Procedure. DCCS shall submit the Treatment Court Financial Status Report (FSR,) which will act as an invoice, to the Court on a quarterly basis for Services and Supplies rendered pursuant to this Agreement. DCCS may submit the FSR electronically to [1stDistrict.Finance@courts.state.mn.us](mailto:1stDistrict.Finance@courts.state.mn.us) or DCCS may submit as follows:  
 First Judicial District Administration  
 Attn: District Finance  
 1620 S Frontage Rd, Ste 200  
 Hastings, MN 55033
- E. Responsibilities.
  - 1. DCCS and Treatment Court Responsibilities:
    - a. Provide qualified DCCS Probation Staff or qualified contractor to provide services to the Treatment Court by providing specialized case management supervision services for participants in the Treatment Court. This may include portions of salary and benefit costs of DCCS Probation Officer who handles all the Treatment Court cases as well as DCCS Probation Supervisors for services provided to the Treatment Court. Services will not include services for treatment.
    - b. Provide qualified contractor to provide wraparound services ordered to enhance the rehabilitation of Treatment Court participants. The wraparound services include a wraparound Facilitator who works with each family to develop support systems and create individualized sobriety and crisis plans based on family/offender strengths and needs. Services will not include services for treatment.
    - c. Authorize and approve DCCS employee expenses in accordance with MJB travel and expense policies and procedures.
    - d. Establish training requirements and approve or provide appropriate training for Treatment Court team members, both in state and out of state, to meet the required training needs in accordance with MJB travel and special expense policies.
    - e. Provide office supplies, office equipment, drug testing kits and services, and bus and taxi fare for Treatment Court participants as needed in accordance with this Agreement.
    - f. Treatment Courts receiving MJB funding in fiscal year 2026 must comply with the following conditions:
      - i. Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable.)
      - ii. Report Treatment Court data upon implementation of the Tyler Supervision Module.
      - iii. Provide documentation of 30% local match (cash or in-kind) as requested.
      - iv. Provide annual caseload information as requested.
      - v. Redistribute no more than 30% of the total district allocation across treatment courts.
      - vi. Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information about the Peer Review Program is forthcoming.)

- vii. Engage State and Local partners in discussions about developing a sustainable Treatment Court including the exploration of Federal, State, and Local funding streams to support ongoing Treatment Court operations.
  - viii. Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.
2. DCCS and Court Responsibilities:
- a. Fully comply with all MJB policies and procedures as they relate to the terms of this Agreement.
  - b. Arrive at financial agreements that allow the Court and DCCS to operate within fiscally sound principles that meet the payment and receipt procedures.
  - c. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.

F. TERMINATION.

- 1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party's Authorized Representative. In addition, notification to the DCCS regarding breach or termination must be provided in writing to the office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later. Notice is effective if delivered personally or sent by U.S. certified mail, delivery receipt requested.
- 2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from County, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court or DCCS.

G. AUTHORIZED REPRESENTATIVES.

The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

<p>DCCS:          Gilbert Acevedo          Assistant County Manager          1 Mendota Rd W, Ste 500          West St Paul, MN 55118</p>	<p>The Court:          Brian Jones          First Judicial District Administrator          1620 S Frontage Rd, Ste 200          Hastings, MN 55033</p>
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The Authorized Representative, or his or her successor, has authority to bind the party s/he represents. DCCS' Authorized Representative shall have only the authority granted by the Dakota County Board of Commissioners. The parties shall promptly provide written notice to each other when an Authorized Representative's successor is appointed, which does not require an amendment to the Agreement. The Authorized Representative's successor shall therefore be the Authorized Representative for purposed of this Agreement.

H. ADMINISTRATION.

- 1. Administration of the Agreement will be monitored for DCCS by Melissa Beissel, 1 Mendota Rd W, West St Paul, 55118 and all inquiries shall be directed to her attention.
- 2. Administration of the Agreement will be monitored for the Court by Meghan Knapp, First District Accounting Manager, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033 and all inquiries shall be directed to her attention.

I. LIABLE FOR OWN ACTS.

DCCS and the Court agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Court's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws govern liability arising from the acts or omissions of DCCS or its employees. DCCS shall require that contractors selected by it shall be insured in amount consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of malpractice or injury to the Treatment Court participants served by the contractor. Each party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits required of it.

J. COMPLIANCE WITH LAWS/STANDARDS.

Each party to this Agreement shall abide by all Federal, State, or Local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Cooperative Agreement or to the facilities, programs and staff for which the party is responsible.

K. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of DCCS and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the Court, including the State Legislative Auditor and State Auditor, for a minimum of six years from the end of this Agreement.

L. DATA PRIVACY.

It is expressly agreed that DCCS and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all implementing rules ("MGDPA.") The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the MGDPA or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. DCCS shall require that its contractors comply with the requirements of the MGDPA and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

M. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other party.

N. MODIFICATIONS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identifies as an amendment, and signed by both parties' Authorized Representatives.

O. SEVERABILITY.

The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value<sup>4</sup> of the entire Agreement with respect to either party.

P. MERGER.

This Agreement is the final expression of the agreement of the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

COUNTY OF DAKOTA

STATE OF MINNESOTA

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Dakota County Community Services  
Assistant County Manager/Date

---

Brian Jones, First Judicial District  
Administrator

---

State Court Administration

Approved as to form:

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State Court Administration, Legal  
Counsel

Encumbered by:

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First Judicial District Finance

DAKOTA COUNTY FAMILY DEPENDENCY TREATMENT COURT  
First Judicial District, Dakota County District Court and Dakota County Community Services  
COOPERATIVE AGREEMENT

This Agreement is entered into by and between the County of Dakota through its Community Services Department (herein “DCCS”) and the State of Minnesota acting through its agent First Judicial District, Dakota County District Court (herein “Court”.) DCCS and Court shall sometimes individually be referred to as “party” and collectively as “parties” in this agreement.

WHEREAS, the Court has established a Family Dependency Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the Court wishes to enter such an Agreement with DCCS to purchases services and supplies as more fully described below from DCCS coextensive with the availability of County, State and Federal Funds for such purchase,

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. “Agreement” means this Cooperative Agreement.
- B. “Treatment Court” means Dakota County Family Dependency Treatment Court.
- C. “Services and Supplies” means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy Number 511.2(a).

These services and supplies are defined as follows:

- 1. Service: DCCS vendor contractors qualified to provide services to Treatment Court participants. Contracted services will not include services for treatment.
- 2. Salary: Salary and benefits for staff provided by DCCS to support the Treatment Court provided there is prior approval from the Judicial District Administrator.
- 3. DCCS Employee Expenses: Expenses such as phone reimbursement, supplies, mileage, meals, etc., provided expenses are paid in accordance with MJB travel and expense policies and that there is prior approval from the Judicial District Administrator.
- 4. Travel and Training Expense: Travel and training for Treatment Court team members, both in state and out of state, provided that the team member is listed on the Treatment Court roster, receives prior approval from the Judicial District Administrator, and expenses are paid in accordance with MJB travel and special expense policies.
- 5. Administrative Costs: Treatment Court costs to include office supplies and office equipment. Supplies for Treatment Court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
- 6. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the Treatment Court. Expenses must be paid directly to DCCS vendors and not to Treatment Court participants.
- 7. Bus and Taxi Fare: Bus and Taxi Fare to attend Treatment Court related activities. DCCS vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of DCCS. Expenses must be paid directly to DCCS vendors and not to the Treatment Court participants.

II. TERMS OF THE AGREEMENT

- A. Agreement Period. Notwithstanding the date of signature by the parties, the Agreement period is from July 1, 2026 through June 30, 2027, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be July 1, 2026.

- B. Payment. The Court shall compensate DCCS for costs it incurs or incurred for Services and Supplies identified in I.C. above related to the Treatment Court program and in accordance with the budget cost breakdown submitted to First District Finance
- C. Payment Rate. The Court shall compensate DCCS for costs it incurs or incurred for Services and Supplies on behalf of Treatment Court participants subject to the following limitation. The cost of the Services and Supplies provided to Treatment Court participants shall not exceed One Hundred Twenty-One Thousand Dollars (\$121,000.00.)
- D. Billing Procedure. DCCS shall submit the Treatment Court Financial Status Report (FSR,) which will act as an invoice, to the Court on a quarterly basis for Services and Supplies rendered pursuant to this Agreement. DCCS may submit the FSR electronically to [1stDistrict.Finance@courts.state.mn.us](mailto:1stDistrict.Finance@courts.state.mn.us) or DCCS may submit as follows:  
First Judicial District Administration  
Attn: District Finance  
1620 S Frontage Rd, Ste 200  
Hastings, MN 55033
- E. Responsibilities.
1. DCCS and Treatment Court Responsibilities:
    - a. Provide qualified staff or contractors including a Chemical Health Consultant, a Mental Health Consultant, and an Evaluator to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants. Services will not include services for treatment.
    - b. Authorize and approve DCCS employee expenses in accordance with MJB travel and expense policies and procedures.
    - c. Establish training requirements and approve or provide appropriate training for Treatment Court team members, both in state and out of state, to meet the required training needs in accordance with MJB travel and special expense policies.
    - d. Provide office supplies, office equipment, drug testing kits and services, and bus and taxi fare for Treatment Court participants as needed in accordance with this Agreement.
    - e. Treatment Courts receiving MJB funding in fiscal year 2027 must comply with the following conditions:
      - i. Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable.)
      - ii. Report Treatment Court data upon implementation of the Tyler Supervision Module.
      - iii. Provide documentation of 30% local match (cash or in-kind) as requested.
      - iv. Provide annual caseload information as requested.
      - v. Redistribute no more than 30% of the total district allocation across treatment courts.
      - vi. Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information about the Peer Review Program is forthcoming.)
      - vii. Engage State and Local partners in discussions about developing a sustainable Treatment Court including the exploration of Federal, State, and Local funding streams to support ongoing Treatment Court operations.
      - viii. Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.
  2. DCCS and Court Responsibilities:
    - a. Fully comply with all MJB policies and procedures as they relate to the terms of this Agreement.
    - b. Arrive at financial agreements that allow the Court and DCCS to operate within fiscally sound principles that meet the payment and receipt procedures.

- c. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.

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G. AUTHORIZED REPRESENTATIVES.

The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

DCCS:	The Court:
Marti Fischbach	Brian Jones
Assistant County Manager	First Judicial District Administrator
1 Mendota Rd W, Ste 500	1620 S Frontage Rd, Ste 200
West St Paul, MN 55118	Hastings, MN 55033

The Authorized Representative, or his or her successor, has authority to bind the party s/he represents. DCCS' Authorized Representative shall have only the authority granted by the Dakota County Board of Commissioners. The parties shall promptly provide written notice to each other when an Authorized Representative's successor is appointed, which does not require an amendment to the Agreement. The Authorized Representative's successor shall therefore be the Authorized Representative for purposed of this Agreement.

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or self-insurance program that has minimum coverage consistent with the liability limits required of it.

J. COMPLIANCE WITH LAWS/STANDARDS.

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K. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of DCCS and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the Court, including the State Legislative Auditor and State Auditor, for a minimum of six years from the end of this Agreement.

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It is expressly agreed that DCCS and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all implementing rules (“MGDPA.”) The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the MGDPA or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. DCCS shall require that its contractors comply with the requirements of the MGDPA and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

M. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other party.

N. MODIFICATIONS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identifies as an amendment, and signed by both parties’ Authorized Representatives.

O. SEVERABILITY.

The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value<sup>4</sup> of the entire Agreement with respect to either party.

P. MERGER.

This Agreement is the final expression of the agreement of the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

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COUNTY OF DAKOTA

STATE OF MINNESOTA

---

Dakota County Community Services  
Assistant County Manager/Date

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Brian Jones, First Judicial District  
Administrator

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State Court Administration

Approved as to form:

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State Court Administration, Legal  
Counsel

Encumbered by:

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First Judicial District Finance



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5141

Agenda #: 9.1

Meeting Date: 6/9/2026

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**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Accept Donation Of Regional Greenway Trail Easement From City Of West St. Paul**

### PURPOSE/ACTION REQUESTED

Authorize the acceptance of the donation of necessary permanent easements for County Project (CP) 98-13 from the City of West St. Paul for the River to River Greenway.

### SUMMARY

To promote a safe and efficient transportation system throughout Dakota County (County) and the region, the County and City are partnering on CP 98-13. The project included preliminary and final engineering designs, surveying, and related services for the required improvements to build a pedestrian underpass and trail connections underneath Robert Street between County State Aid Highway (CSAH) 6 (Thompson Avenue) and CSAH 8 (Wentworth Avenue) in the City of West St. Paul.

Throughout the project, the property to the north of the trail had been undergoing various development planning with Hy-Vee and other potential businesses. The joint powers agreement (JPA) between the City and the County called for an outlot to be purchased by the County for \$230,000 from the City. After construction was completed, the appraisal of the outlot was updated and showed that since the Hy-Vee development never came to be, the value of the outlot went down to \$100,000. Since the acquisition funds were being provided by the Met Council, the County could not get approval for any price beyond the appraised amount of \$100,000.

After discussing with City staff, the City would prefer to maintain fee ownership of the outlot and provide a Greenway Trail Easement to the County at no cost. The City plans to create a new park with improvements in the area and maintain ownership of the outlot, which will allow for an easier design for park improvements. County staff has conferred and agree that the City park improvements will enhance the Greenway user experience and that an easement will accommodate the necessary rights to maintain the trail in this location.

Historically, the County and its city partners have provided one another with necessary easements at no cost when the project served a public purpose. This continued cooperation helps achieve projects in a timely and cost-effective manner for the residents of the County.

### RECOMMENDATION

Staff recommends acceptance of the right of way necessary from the City of West St. Paul for the

River to River Greenway associated with CP 98-13.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None, this donation will avoid the need to purchase the outlot from the City for \$100,000.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, Dakota County (County) and the City of West St. Paul (City) are partnering on County Project (CP) 98-13; and

WHEREAS, the outlot, originally described in the joint powers agreement, is no longer needed for the Hy-Vee development that did not proceed; and

WHEREAS, the City wishes to maintain fee title to the outlot for planned park improvements and grant a Greenway Trail Easement to the County at no cost; and

WHEREAS, by Resolution No. 19-823 (November 12, 2019), the Dakota County Board of Commissioners authorized the acquisition of necessary right of way needed for CP 98-13; and

WHEREAS, the City of West St. Paul wishes to convey to the County a permanent Greenway Trail Easement legally described as:

A permanent easement for greenway purposes over, under, and across the south 30.00 feet of Outlot B, Andler and Olsons 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said easement contains approximately 12,959 Square Feet.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves acceptance of the donation of the easements associated with the River to River Greenway from the City of West St. Paul.

**PREVIOUS BOARD ACTION**

19-823; 11/12/19

**ATTACHMENTS**

- Attachment: Greenway Trail Easement
- Attachment: Easement Location
- Attachment: Amended JPA - WSP

**BOARD GOALS**

- Thriving People
- A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs
- Excellence in Public Service

**CONTACT**

Department Head: Erin Stwora  
Author: Eddie Buell

## Regional Greenway Trail Easement

This non-exclusive, permanent Regional Greenway Trail Easement (hereinafter referred to as the "Trail Easement") is made as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between City of West St. Paul, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and County of Dakota, a political subdivision of the State of Minnesota, its successors and assigns, (hereinafter referred to as the "Grantee") and is based on the following recitals:

- A. Grantor warrants that it has good legal title to certain real property located in the County of Dakota, State of Minnesota, with Property Identification Number 42-11561-00-020 (hereinafter referred to as the "Property").
- B. Grantor desires to grant, declare and establish a Trail Easement binding Grantor and each future owner of legal and/or equitable title to the Property or any part thereof, for the benefit of the Grantee over a portion of the Property described below, to enable the Grantee to construct, operate, maintain, repair, and/or replace a bituminous trail with a minimum of two-foot wide zones on either side of the trail, (hereinafter collectively referred to as the "Trail") as mutually agreed upon between the Grantor and the Grantee and the other associated improvements such as signage, retaining walls, fences, benches, kiosks and other supporting structures (hereinafter referred to as the "Other Improvements"), subject to the conditions and restrictions set forth herein.

### I. Grant of Trail Easement.

- A. By this instrument, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a Trail Easement over, under, and across that part of the Property legally described in the attached **Exhibit A** (hereinafter referred to as the "Easement Area") and generally depicted within the Property in the attached **Exhibit B**. Grantor conveys to Grantee, the exclusive right to construct, operate, and maintain the Trail and Other Improvements within the Easement Area, including, without limitation, the right to occupy and move equipment over the Easement Area for the purpose of constructing, operating, and maintaining the Trail. Grantor also conveys to Grantee, all structures, vegetation, aggregate or other materials now existing on or under the Easement Area or that may be hereafter be planted, grown or deposited thereon.
- B. Grantor warrants that it will do nothing to undermine the Trail, or the Other Improvements constructed, operated and maintained thereon by Grantee.

## II. Trail Construction, Operation, and Maintenance.

- A. Grantee, its agents or contractors, shall construct the Trail and Other Improvements, as generally depicted on the attached **Exhibit B**, using appropriate construction standards along and within the Easement Area. The Trail and Other Improvements shall be constructed/installed by the Grantee at its own expense or with funds obtained by the Grantee. Grantee has no obligation to construct the Trail or Other Improvements if the funds required for the Trail and Other Improvements are not available, appropriated or received by Grantee.
- B. The Trail will be used for recreation and non-vehicular transportation purposes such as, but not limited to walking, biking, roller blading, and cross-country skiing, subject to accommodation requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101) and related laws. Grantee or local law enforcement agencies may operate motorized vehicles on the Trail for the purposes of security, emergency services, and maintenance, repair and replacement of the Trail and other Improvements within the Easement Area. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the Grantee.
- C. Grantor shall not be responsible for maintenance, repair and replacement of the Trail and Other Improvements within the Easement Area or any costs associated with the use of the Trail or Other Improvements by the Grantee or general public.
- D. Grantee, by its own forces or through contractual agreement, shall provide routine repair maintenance, repair or replacement of the Trail and Other Improvements at its own cost.

## III. Miscellaneous

- A. Grantee shall hold harmless Grantor, their employees, agents, and assigns from any and all damages, claims, or causes of action asserted by or on behalf of any person or governmental authority to which Grantor may be subject relating to Grantee's construction, use, and continuing maintenance of the Trail and Other Improvements within the Easement Area.
- B. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.
- C. This Trail Easement may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this Trail Easement. Any such amendment must be mutually agreed upon by the Grantee and the Grantor signed and duly recorded by the parties and comply with all applicable laws and regulations.
- D. This Trail Easement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]



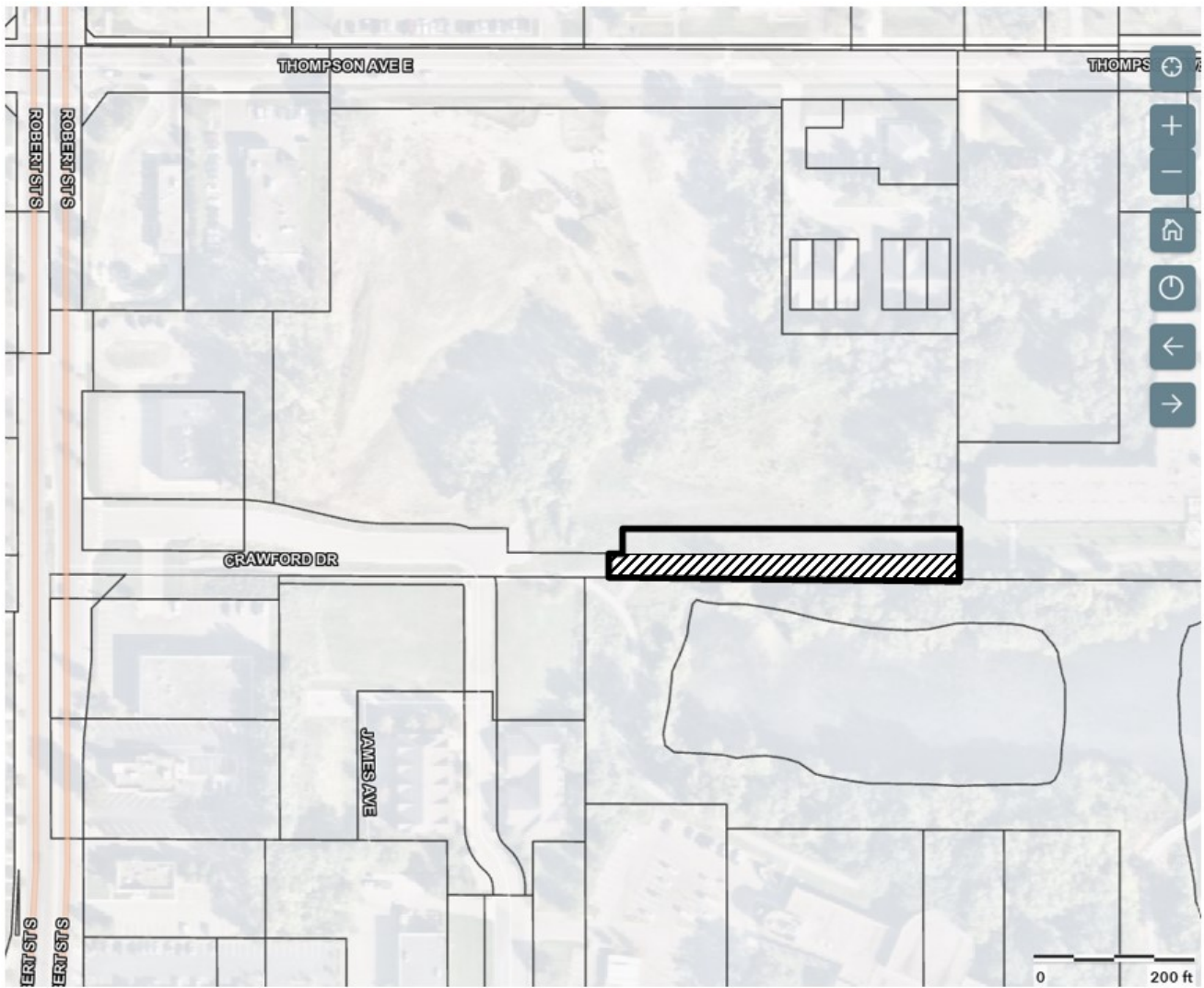
## **Exhibit A**

Owner: City of West St. Paul  
PID: 42-11561-00-020

A permanent easement for greenway purposes over, under, and across the south 30.00 feet of Outlot B, Andler and Olsons 2<sup>nd</sup> Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said easement contains approximately 12,959 Square Feet.

# Exhibit B



= City Outlot

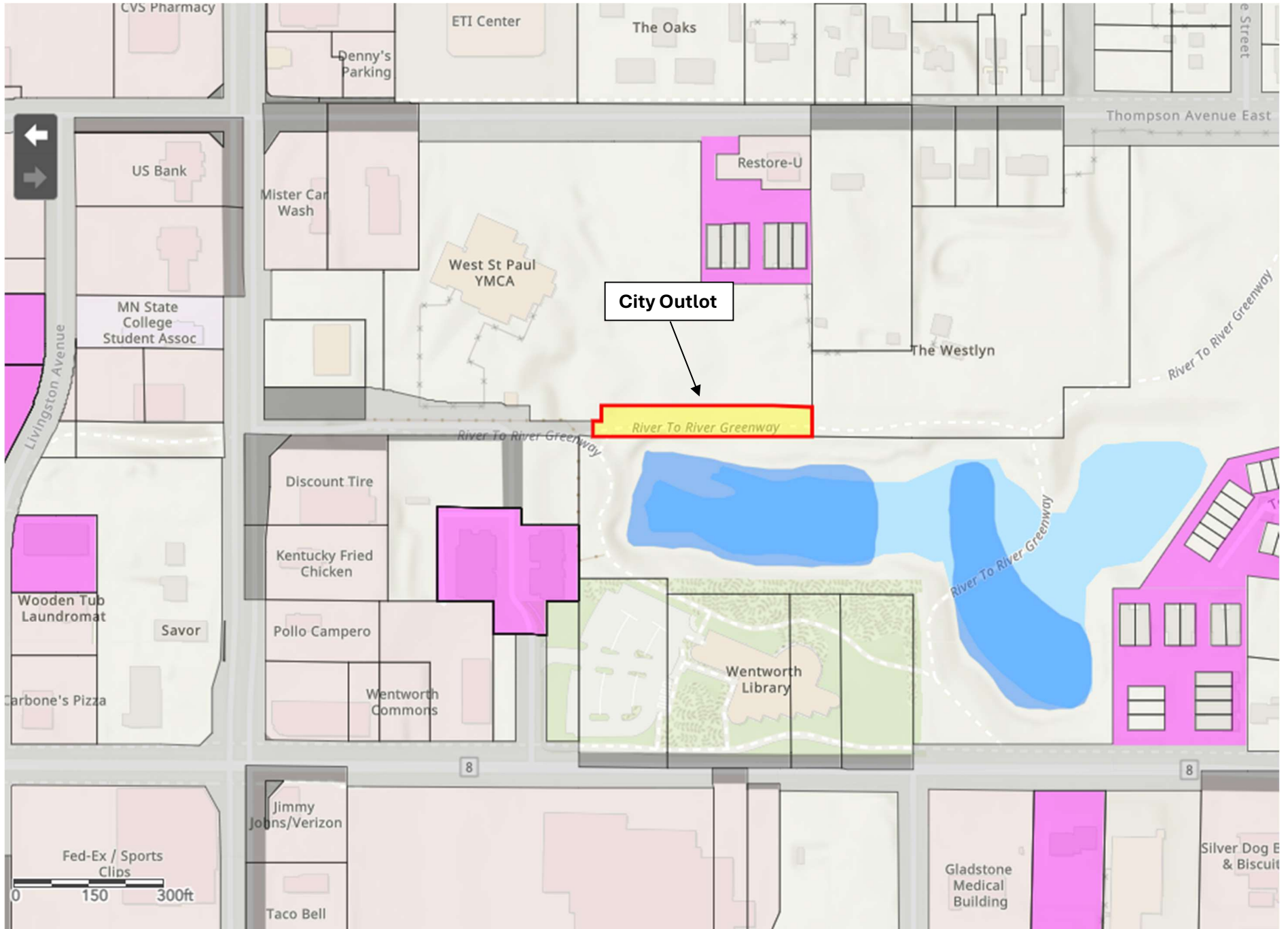


= Trail Easement

North



Trail easement contains approximately 12, 959 square feet







**FIRST AMENDED AND RESTATED  
JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF  
WEST ST. PAUL FOR COST CONTRIBUTION RELATED TO CONSTRUCTION  
OF THE RIVER TO RIVER GREENWAY - SOUTH ROBERT STREET CROSSING  
AND TRAIL CONNECTIONS PROJECT**

WHEREAS, Minn. Stat. §471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County ("County") is a political subdivision of the State of Minnesota; and

WHEREAS, the City of West St. Paul is a Minnesota municipal corporation and the West St. Paul Economic Development Agency is a public body corporate and politic in the State of Minnesota (collectively herein referred to as the "City"); and

WHEREAS, the City and County are collectively herein referred to as the "Parties"; and

WHEREAS, the County has approved the River to River Regional Greenway ("Greenway") Master Plan which includes a portion of the Greenway in the City; and

WHEREAS, the City is eligible to receive \$2.2 Million of state bond proceeds for a non-grade crossing of South Robert Street for the purpose of developing the Greenway; and

WHEREAS the County is eligible to receive matching Acquisition Opportunity Fund ("AOF") funding from the Metropolitan Council for acquisition associated with the Greenway; and

WHEREAS, the City and the County have been coordinating on the location and construction of the Greenway in the City; and

WHEREAS, the City and County have agreed to cooperatively undertake and pay for necessary acquisition, design, road relocation, construction, and other related Greenway-related activities for a new segment of the Greenway in the City from Livingston Avenue to the former Thompson Oaks Golf Course ("Golf Course") including trail facilities, an underpass crossing at South Robert Street, and potentially the relocation of a portion of Crawford Drive (collectively herein referred to as the "Greenway Project"). The project area and segment alignment for the Greenway Project is generally depicted in the attached **Exhibit A**. This Greenway Project provides numerous public benefits and improves pedestrian safety and vehicular safety; and

WHEREAS the City and County have also agreed to cooperatively design and construct a wetland and water quality project on the Golf Course property (collectively herein referred to as the "Water Quality Project") in connection with the redevelopment of property that includes a portion of the River to River Greenway within the Golf Course.

The project area and segment alignment for the Greenway is generally depicted in the attached **Exhibit B**. This Water Quality Project provides numerous public and environmental benefits; and

WHEREAS, the City and the County entered into that certain Joint Powers Agreement for the Cost Contribution Related to Construction of the River to River Greenway - South Robert Street Crossing and Trail Connections Project (County Contract No. C0030771) effective November 20, 2018 (the "Original JPA") to share roles, responsibilities and funding for the Greenway Project and Water Quality Project (collectively herein referred to as the "Projects"); and

WHEREAS, when the Original JPA was executed, the Greenway Project was in preliminary design; and

WHEREAS, Parties have identified the need to revise the Original JPA to include provision for temporary construction, additional provisions for the relocation of AutoZone located at 1520 S. Roberts Street, revised terms for the the acquisition of 150 Thompson Avenue East, provision of easements on the Blockbuster property along Livingston Avenue, the acquisition of the Sherman property (PID 428368001011) and related revisions to accomplish the purposes of the Original JPA; and

WHEREAS, the Parties desire to amend and restate the Original JPA.

NOW THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Amended and Restated Joint Powers Agreement ("Agreement"), the Parties will share responsibilities and jointly participate in the costs associated with the acquisition of property, design and construction, and related activities for the Projects as described in the following sections.

**1. Purpose**

The Purpose of this Agreement is to define the responsibilities, obligations and cost participation of the Parties related to the Projects.

**2. Term**

This Agreement shall be effective on December 9, 2019 and shall remain in effect until December 31, 2022, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

**3. Cooperation**

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

4. Funding Sources and Costs

a. Greenway Project

i. State Bond Proceeds

The City is eligible to receive \$2.2 Million in state bond proceeds (“Bond Funds”) in accordance with Minnesota Session Laws 2014, chapter 294, article 1, section 16, subdivision 12, as amended by Minnesota Session Laws 2017, first special session, chapter 8, article 1, section 29, subdivision 12, and Minnesota Session Laws 2017, first special session, chapter 8, article 1, section 16, subdivision 8 to be used for acquisition, predesign, design and construction of a grade-separated crossing of South Robert Street in the area near Wentworth Avenue in the City for the Greenway, which includes Parcels 1,2 and 3, as defined in Section 5a, 5b and 5c respectively. The City shall make the Bond Funds available to the County for Greenway Project costs, including design and construction, by assigning the Bond Funds to the County. If the Bond Funds cannot be assigned to the County, the County will invoice the City for design and construction costs for the grade-separated crossing of South Robert Street and upon completion, the City shall transfer the facility and associated land rights to the County in accordance with the Minnesota Management and Budget (“MMB”) requirements and this Agreement. The City shall ensure that all documentation is completed and submitted to receive reimbursement for the maximum amount of available Bond Funds. The County commits to completing the Greenway Project, subject to the terms of this Agreement, once the Bond Funds have been made available for the Greenway Project.

ii. AOF

The County will seek 75% matching AOF funding from the Metropolitan Council for eligible real estate and associated acquisition costs to implement the Greenway Project. The County will provide the required 25% match for any AOF funding. The City agrees to cooperate with the County by following AOF requirements and providing any documentation to receive AOF funding for the Greenway Project. If the County is unable to obtain AOF funding for acquisition costs related to properties described below as Parcel 1 (former Blockbuster site) and Parcel 3 (HY-VEE INC. Site) and eligible portion of the property acquisition costs for Parcel 2 (AutoZone Site), the County may elect to have some or all of its obligations amended pursuant to Section 10, subject to the payment of costs for Parcel 2 as stated in Section 5biii. The Parties understand that title or easement interest to any property acquired by the City cannot be conveyed to the County prior to Metropolitan Council approval of an AOF funding request from the County and must also meet MMB approval requirements.

iii. Reconstruction of Crawford Drive

Crawford Drive must be relocated for the completion of the Greenway Project, the County shall be responsible for the design and construction, including the costs related thereto of the relocated Crawford Drive, which shall be completed in conjunction with

the City's private redevelopment plans of adjacent land. If the City is able to recover construction costs related to relocating Crawford Drive from a developer due to the redevelopment of adjacent land, the City shall offset the County's costs by that same amount. The Parties agree that to the extent practicable, the Greenway design shall avoid impacts to property on the south side of Crawford Drive. The City is committed to ensuring the safety of the Greenway and will look at all possible alternatives to prohibit access points onto Crawford Drive right of way over the Greenway to the relocated Crawford Drive, except for the existing access that will be grade-separated by the underpass for the property located at 1540 Robert Street South currently operated as a Discount Tire store.

iv. County Cost Obligation

If the \$2.2 Million of Bond Funds are depleted prior to completion of the portion of the Greenway Project that is identified in Section 4ai for the grade-separated crossing, the County will, unless otherwise stated in the Agreement, be responsible for all remaining costs, including engineering, design, construction, and acquisition to complete the Greenway Project, which may include additional County funding sources or non-County funding sources available to the County. The County and the City shall each be responsible costs associate with its own staff time, administrative costs and legal fees and expenses unless otherwise stated herein.

b. Water Quality Project

i. Design/Study

The Parties shall develop a scope and Request for Proposal for an initial Water Quality Project hydrological study ("Study"). The Study will determine recommendations to improve water quality within the sub-watershed of the Projects, including but not limited to improvements to the existing stormwater pond on City property north of the Wentworth Library ("Library") and the proposed wetland restoration within the Golf Course. The County will provide 90% of the funding and the City will provide 10% of the funding for the Study.

ii. Acquisition

- 1) After completion of the Study, the City shall deed to the County the minimum amount of land that is necessary for the restoration of a former wetland at no cost to the County. The land deeded for the restoration will be land that is not conducive to development, as determined by City and County staff.
- 2) The City shall either require a developer who acquires and is developing the Golf Course to convey to the County an average of a 70-foot wide corridor in fee or by easement for

the Greenway through the development project at no cost to the County. The exact size and location of the Greenway segment shall be determined by the developer, in conjunction with the City and County Staff, and shall be approved as part of the developer's plat.

iii. Implementation

The County shall seek a state Clean Water Legacy Grant to fund the Water Quality Project implementation costs and will provide grant funding match. The City shall contribute \$100,000 which will be used for a state Clean Water Legacy Grant match to support implementation of the Water Quality Project. If a Clean Water Legacy Grant is not approved in an amount sufficient to substantially complete the Water Quality Project, the Parties shall be relieved of any obligations related to the Water Quality Project or the County may elect to fund the Water Quality Project with its Environmental Legacy Funds or with other funding sources.

**5. Acquisitions**

The City shall be the lead agency for the acquisition of land from private landowners for the Projects, except that County shall be responsible for acquiring temporary construction easements, if necessary based on final design engineering for the Greenway from property not identified below. All acquisitions shall be processed to qualify for AOF funding in accordance with Metropolitan Council policies and practices. All acquisitions of property necessary for the Projects shall be supported by appraisals that include the City, County and Metropolitan Council as intended users. Conveyances of property and rights to Dakota County necessary for the completion of the Greenway shall be completed no later than March 1, 2020. The following acquisitions are necessary for the completion of the Project:

a. Parcel 1 - Former Blockbuster Video ("Blockbuster") Property

i. Purpose

The City currently owns the former Blockbuster property which was acquired for the partial purpose of developing the Greenway. Approximately 70 feet of the northern portion of the property is needed for the Greenway project. The Parties agree that a portion of the remaining Blockbuster property will be needed for construction staging.

ii. Acquisition

The City agrees to sell to the County fee title or an easement of up to a 70-foot wide corridor on the north side of the former Blockbuster property (PINs 42-17800-01-030 and 42-17800-01-040) ("Parcel 1").

The City will agree to administratively subdivide the two parcels at no cost to the County.

iii. Cost

The County will pay the City \$564,500 for the acquisition of the approximately 70-foot wide corridor based on the appraisal conducted by the County and reviewed by the City with an effective date of March 12, 2018.

iv. Contingencies

Purchase of Parcel 1 by the County is contingent upon joint approval of designs of the South Robert Street underpass and acquisition of all other necessary land and permits and temporary easements needed for the South Robert Street underpass and local sidewalk connections.

v. Livingston Avenue Segment of Blockbuster

The City shall convey to the County, at no cost, a five-foot wide easement for the construction, maintenance and use of the Greenway along the westerly boundary of the portion of the Blockbuster property not permanently conveyed to the County. The City shall also convey a license or permit for the Greenway to cross Livingston Avenue right of way at the southern boundary of the former Blockbuster property to connect to the Greenway easements the County is acquiring on the west side of Livingston. The permit is subject to mutual agreement by the City and County regarding appropriate location, signage and crossing markings to accommodate safe crossing of Livingston Avenue.

vi. Construction Staging

The City shall provide the County a temporary construction easement from the start of construction to December 31, 2020 for construction staging and potential business access to and from South Robert and Livingston Avenue on the remaining Blockbuster property south of the north 70 feet to be conveyed to the County.

b. Parcel 2 - AutoZone: 1520 S. Robert Street

i. Purpose

Approximately one third (1/3) of the AutoZone property is necessary for the construction of the Greenway Project. The Greenway Project impacts the continued use of the improvements and operation of AutoZone's business on the property, resulting in the need to relocate AutoZone and acquire the entire property.

ii. Acquisition

City has appraised and will attempt to acquire the property (PIN 42-11560-01-020) owned by AutoZone Texas LP and legally described as:

Lot 2, Block 1 Andler & Olsons Addition, according to the recorded plat thereof in the Office of the Dakota County Recorder.

("Parcel 2").

iii. Costs

The County will reimburse the City 75% of the property acquisition costs, including relocation costs and legal fees for Parcel 2. However, if the City has obtained an Order to Take Title and Possession from Dakota County District Court and the Parties mutually agree to discontinue the action, the County shall be required to pay 50% of any costs incurred by the City pursuant to Minnesota Statutes § 117.195, Subd. 2 related to the abandonment of the condemnation action. If either Party elects to terminate this agreement or the obligation to share the acquisition costs for the AutoZone property after the City has obtained an Order to Take Title and Possession from Dakota County District Court, the terminating party shall be responsible for any costs incurred by the City pursuant to Minnesota Statutes § 117.195, Subd. 2 related to the abandonment of the condemnation action. The City shall consult with the County and both parties shall agree on any settlement related to Parcel 2.

iv. Conveyances to the County

If Crawford Drive is relocated, the City will convey, at no additional cost to the County, a permanent license or permit over the existing Crawford Drive right of way adjacent the AutoZone property for the construction, use and maintenance of the Greenway Project. The City will also convey at no additional cost to the County a temporary easement to enter upon the land as may be necessary for the reconstruction of Crawford Drive.

If AutoZone has not relocated when the reconstruction of Crawford Drive and the construction of the Greenway and under pass begins, the City shall obtain a consent from AutoZone acknowledging that its access to Crawford and use of the parking and access the building along the south side of the building will be prohibited. City shall obtain an agreement from Hy-Vee Inc. to permit AutoZone ingress and egress over PID 421156001010 to access South Robert Street during construction of the Greenway Project. The County will construct, maintain, and remove the temporary ingress and egress from the Autozone property to South Robert Street.

v. Remnant Parcel

The portion of the AutoZone property that is not needed for the Greenway Project may be sold by the City for redevelopment. The Parties understand that the remnant parcel cannot be included in an AOF grant request.

c. Parcel 3 - HY-VEE INC.: 150 Thompson Avenue East

i. Purpose

Acquisition of the corridor on the HY-VEE INC. property is necessary for the Greenway Project. A portion of the acquired corridor will be owned by the City for the relocated Crawford Drive and a portion of the acquired corridor will be held by the County for the Greenway.

ii. Acquisition

The City will attempt to acquire fee title or an easement for the corridor on the south side of the HY-VEE INC. property for the Greenway Project. The corridor will be legally defined during the redevelopment process for the HY-VEE INC. property. The portion of land to be owned by the City shall be designated as right of way or an outlot in the redevelopment plat and the portion to be owned by the County shall be an outlot in the redevelopment plat. The County's outlot shall be a parcel of land 60-feet in width running along the southern boundary of Parcel 3 beginning at the easterly edge of the platted Crawford Drive right of way and extending to the easterly boarder of the Parcel 3, excepting the area necessary for ingress and egress to as shown on the approve site plan for the Hy-Vee redevelopment on file with the City.

iii. Cost

The County will pay \$230,000 for the acquisition of land for the outlot to be owned by the County.

iv. Conveyances to the County

The City will convey, or arrange for the conveyance, to the County a permanent license or permit for the portion of the corridor on any City-owned HY-VEE INC. property necessary for the construction, use and maintenance of the Greenway. The City will ensure that the redevelopment plat for the HY-VEE INC. property includes the outlot describe above for the Greenway in exchange for payment of \$230,000 to Hy-Vee, Inc. by the County . If Crawford Drive is relocated, the City will convey, at no additional cost to the County, a permanent license or permit over the existing Crawford Drive right of way adjacent to the HY-VEE INC. property for the construction, use and maintenance of the Greenway Project.

d. Parcel 4 - City Property north of the Wentworth Library ("Library")

i. Purpose

A portion of the City property north of the Wentworth Library (PIN 42-02000-47-010) ("Parcel 4") is needed for constructing the Greenway between the existing Crawford Drive and the proposed segment through the Golf Course with a local trail connection to the Library and Wentworth Avenue. The property is also included in the Water Quality Project.

ii. Acquisition

The City and the County will jointly determine and approve the location of the Greenway Project corridor west and south of the existing stormwater management pond with a potential Greenway easement across the aforementioned pond in association with the Water Quality Project. The City will grant temporary construction easements to the County for the Greenway Project.

iii. Cost

The City will convey, at no additional cost to the County, an easement over Parcel 4 for the construction, use and maintenance of the Greenway Project.

iv. Contingencies

Conveyance of easements on Parcel 4 will occur when both Parties have determined the location of the western Greenway segment and the design and funding for the Water Quality Project.

e. Parcels 5 and 5A - Former Thompson Oaks Golf Course Property: 1555 Oakdale Avenue (PIN 42-020-0000-010 and PIN 42 - 020-00008-014)

i. Purpose

Upon completion of the Study, the County and the City will analyze the requirements and locations for the restored wetland, associated temporary and permanent improvements, potential City residential development projects, and the Greenway.

ii. Acquisition

The Parties will decide the land necessary to implement the Water Quality Project ("Parcel 5") and the associated Greenway segment up to 100 feet wide ("Parcel 5A") and the County will develop the legal descriptions for the deeded parcels.

iii. Cost

The City will deed fee title of Parcels 5 and 5A, as mutually agreed upon by the Parties, at no cost to the County. The exact size of the conveyed portions of Parcels 5 and 5A shall be determined by the Parties based on the Study and the City's redevelopment plans for the Golf Course. County agrees to accept Parcels 5 and 5A "as is" and the only financial contribution the City shall make toward any required environmental cleanup of these parcels shall be limited to the amount stated in Section 4biii.

iv. Contingencies

Conveyance of fee title on Parcels 5 and 5A is contingent upon: joint approval of the Water Quality Project design by the Parties; receipt of non-County and Non-City funding for implementing the Water Quality Project; and the Parties receiving approval for permits required for implementing the Water Quality Project.

f. Sherman property (PID 428368001011)

i. Purpose

The EDA obtained an opportunity to purchase the Sherman property, which provides an opportunity to utilize a portion of the property to improve the trail alignment.

ii. Acquisition

The EDA shall acquire the Sherman property and convey to the County an easement for the construction, maintenance and use of the Greenway along the northern 30 feet of the property. The City shall also convey to the County a temporary construction easement from the start of construction to December 31, 2020 for construction staging and potential business access over the remaining Sherman property to the Discount Tire property.

iii. Cost

The County shall pay the City \$120,000 for the Greenway easement, the temporary construction easement and the access easement, if necessary.

**6. Engineering, Construction and Design**

The County will lead the design, development and construction of the Projects, including design engineering, public involvement, agency involvement, final design, surveying, mapping, permitting, construction engineering, construction, construction management, construction inspection and all related materials testing. Inspection of the design and construction of the Projects by the City shall be coordinated in a manner so as to not impede project schedules. The County will advertise for bids for the construction of the Projects in accordance with applicable state laws. The County Board will award the contract for construction in accordance with state law.

**7. City Utilities**

The County will be responsible for re-routing all City utilities for the tunnel portion under South Robert Street, including the cost of such re-routing. The City shall be responsible for the maintenance of all City utilities upon completion of the construction phase impacting the utilities.

**8. Maintenance of Projects**

The maintenance of the completed Projects will be handled in accordance with the ownership rights of the Parties upon completion or a separate joint powers agreement at the completion of the Projects or phases of the Projects, if deemed necessary.

**9. Payment**

The County will administer the engineering and construction contracts and act as the paying agent for all payments to the contractors. Payments to the contractors will be made as the project work progresses and when certified by the County Engineer. The County will request payment on a quarterly basis for any Project costs incurred in accordance with the cost sharing responsibilities identified on this Agreement. The City will administer the contracts for the acquisitions of real estate. Upon presentation of an itemized claim by one Party to the other, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

**10. Amendments**

Any amendments to this Agreement will be effective only after approval by both governing bodies in accordance with their policies and execution of a written amendment document by duly authorized officials of each Party.

**11. Indemnification and Insurance**

Each Party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable laws govern liability of the County and the City. In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third party liability claim arising from the work of the Projects, the Parties require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds.

**12. Acts of Employees**

Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or the

responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City.

**13. Audits and Accounting Records**

The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents related to the receipt and expenditure of the funding provided in accordance with this Agreement. Pursuant to Minn. Stat. § 16C.05 subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. Such accounts and records shall be kept and maintained by the City and County for a minimum period of six years following the expiration of this Agreement.

**14. Integration and Continuing Effect**

The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance shall survive and continue in full force and effect after completion of the Project.

**15. Authorized Representatives**

The authorized representatives for the purpose of the administration of this Agreement are:

Steven C. Mielke, Director  
Physical Development Division  
Dakota County  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
(952) 891-7007

Ryan Schroeder, City Manager,  
City of West St. Paul  
1616 Humboldt Ave.  
West St. Paul, MN 55118  
(651) 552-4101

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete 2 business days after the date of mailing.

**16. Termination**

a. In General

Either Party may terminate this Agreement for cause by giving 7 days' written notice or without cause by giving 30 days' notice, of its intent to terminate, to the other Party.

Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or rights of any Party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

b. Termination by County for Lack of Funding

Notwithstanding any provision of this Agreement to the contrary, either Party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the one Party to the other Party's Authorized Representative by email or fax is sufficient notice under this section. Except as stated in Section 5biii, the terminating Party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The terminating Party will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.


**17. Minnesota Law to Govern**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

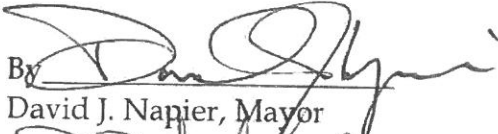
DAKOTA COUNTY

By  Date 01-27-2020  
Steven C. Mielke, Director  
Physical Development Division

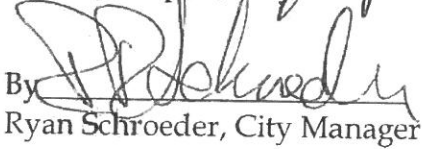
APPROVED AS TO FORM:

  
Assistant County Attorney  
KS-2018-00247-1  
Date 1/27/19  
Resolution No. 20-036

CITY OF WEST ST. PAUL

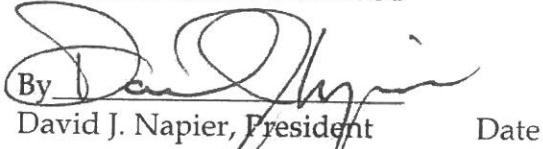
By   
David J. Napier, Mayor

December 9, 2019  
Date

By   
Ryan Schroeder, City Manager

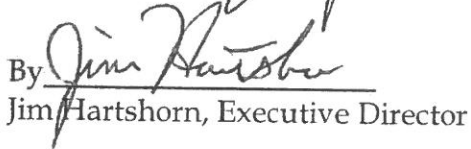
December 9, 2019  
Date

WEST ST. PAUL ECONOMIC  
DEVELOPMENT AGENCY

By   
David J. Napier, President

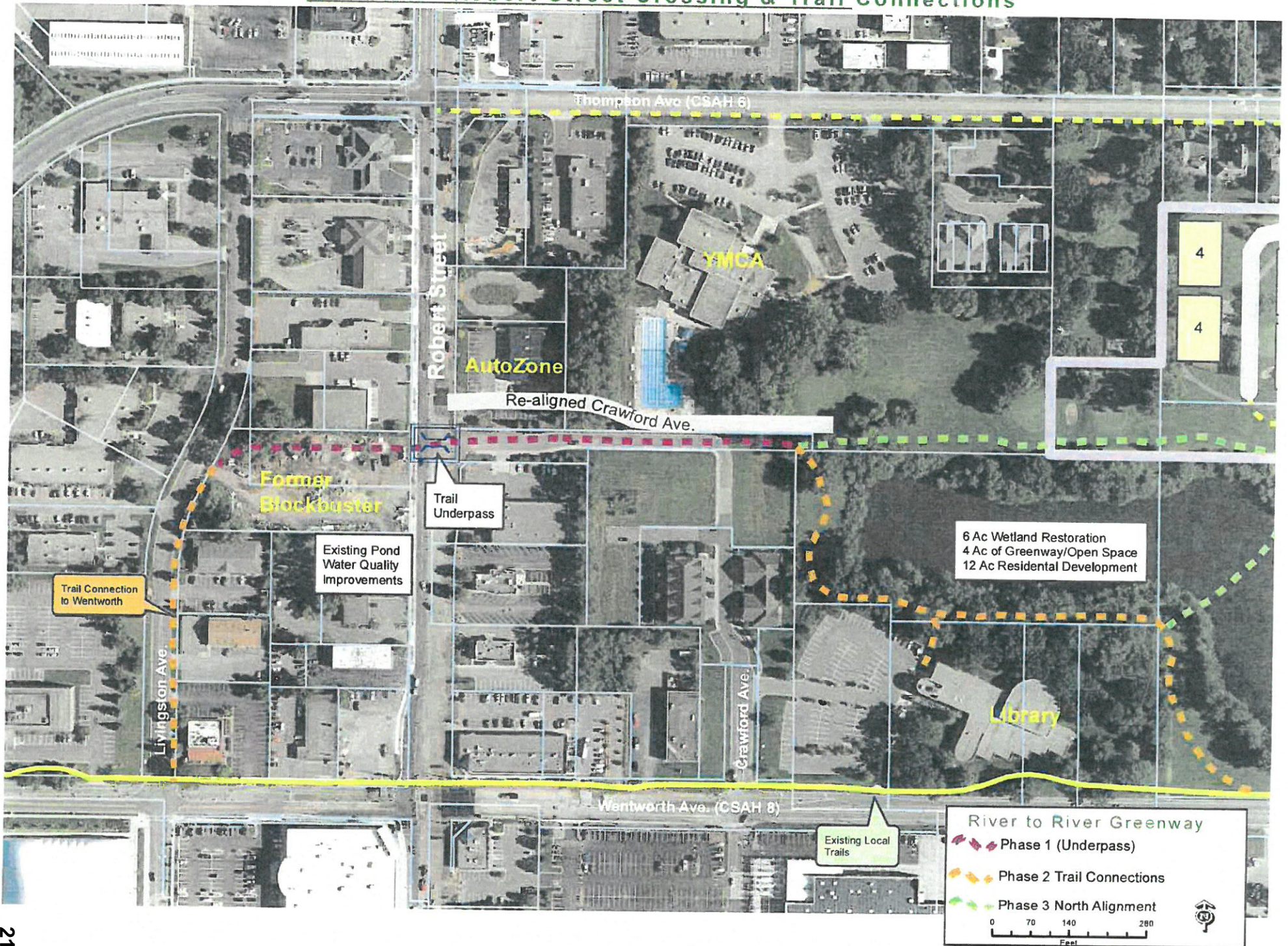
December 9, 2019

Date

By   
Jim Hartshorn, Executive Director

December 16, 2019  
Date

# Exhibit A - Robert Street Crossing & Trail Connections



## Exhibit B - Thompson Oaks - Development/Wetland





# Board of Commissioners

## Request for Board Action

Item Number: DC-5349

Agenda #: 9.2

Meeting Date: 6/9/2026

**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

**TITLE**

**Authorization To Execute Contract With Quinn Evans Architects, Inc. For Spring Lake Park Reserve Cultural Landscape Management Plan**

**PURPOSE/ACTION REQUESTED**

Authorize execution of a contract with Quinn Evans Architects, Inc. (Quinn Evans) for the Spring Lake Park Reserve (SLPR) Cultural Landscape Management Plan.

**SUMMARY**

In 2024, the Dakota County Parks Department was awarded a Legislative-Citizen Commission on Minnesota Resources (LCCMR) grant for the Spring Lake Park Reserve Restoration and River Access project, which includes \$450,000 for a Cultural Landscape Management Plan for SLPR. The plan will build on cultural resource recommendations in the 2021 SLPR Master Plan. The Cultural Landscape Management Plan will address three intertwined areas:

1. Stewardship of Indigenous sites within SLPR
2. Recommendations for culturally appropriate restoration and management of the natural landscape
3. Strategies to strengthen relationships between living Indigenous communities and the park’s cultural landscape

Dakota County’s request for proposals received four responses on April 21, 2026, which included firms with cultural and natural resource management expertise:

<u>Firm</u>	<u>Proposal Fee</u>
Quinn Evans	\$293,111
Full Circle Indigenous Planning and Design, LLC	\$299,840
Tetra Tech, Inc.	\$299,878
Grey and Pape, Inc.	\$300,000

The two teams with the top-ranking proposals, Quinn Evans and Full Circle Indigenous Planning and Design, LLC, were interviewed on Friday May 8, 2026. After interviews, the Quinn Evans proposal was ranked highest by the staff selection committee based on team qualifications and innovative project approach. The Proposal Evaluation Summary attachment includes details about the selection process.

**RECOMMENDATION**

Staff recommends the selection of Quinn Evans for the SLPR Cultural Landscape Management Plan.

**EXPLANATION OF FISCAL/FTE IMPACT**

The contract will be based on a not to exceed amount of \$293,111. The adopted 2026 Parks Capital Improvement Program Budget includes \$450,000 for the Cultural Landscape Management Plan, which is included in the larger Spring Lake Park Reserve Restoration and River Access Project.

Project Numbers 2000410, 2000495, 2000592, and 2000664 Spring Lake Park Reserve Restoration and River Access.

Funding Source	Total Budget	Available Budget
Outdoor Heritage Fund ML22	\$341,606	\$0
2023 Environment and Natural Resources Finance Bill for Boat Launch	\$400,000	\$328,605
ML24 LCCMR Grant	\$2,925,000	\$1,934,564
Parks and Trails Legacy Fund	\$2,077,230	\$1,977,766
County Grant Match (Environmental Legacy Fund)	\$400,000	\$400,000
<b>Total</b>	<b>\$6,143,836</b>	<b>\$4,640,935</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, in 2024, the Dakota County Parks Department was awarded a Legislative-Citizen Commission on Minnesota Resources grant for the Spring Lake Park Reserve (SLPR) Restoration and River Access project, which includes \$450,000 for a Cultural Landscape Management Plan for SLPR; and

WHEREAS, the plan will build on cultural resource recommendations in the 2021 SLPR Master Plan; and

WHEREAS, the Cultural Landscape Management Plan will address stewardship of Indigenous sites, recommendations for culturally appropriate restoration and management of the natural landscape, and strategies to strengthen relationships between living Indigenous communities and the park’s cultural landscape; and

WHEREAS, Dakota County’s request for proposals received four responses on April 21, 2026; and

WHEREAS, Quinn Evans Architects, Inc. (Quinn Evans) and Full Circle Indigenous Planning and Design, LLC were interviewed on Friday, May 8, 2026; and

WHEREAS, after interviews, the Quinn Evans proposal was ranked highest by the staff selection committee based on team qualifications and innovative project approach; and

WHEREAS, the 2024 Adopted Parks Capital Improvement Program Budget includes \$450,000 for the effort; and

WHEREAS, staff recommends selection of Quinn Evans for the SLPR Cultural Landscape Management Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development to execute a contract with Quinn Evans to develop the Spring Lake Park Reserve Cultural Landscape Management Plan, in an amount not to exceed \$293,111, including reimbursable expenses, subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Proposal Evaluation Summary

**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Niki Geisler  
Author: Lillian Leatham

## Proposal Evaluation Summary for Spring Lake Park Reserve Cultural Landscape Management Plan

### Consultant Services Description

Prepare a Cultural Landscape Management Plan for Spring Lake Park Reserve. Cultural landscape management is inseparable from the natural environment. Native plants that once thrived across southern and central Minnesota evolved alongside Dakota people, carrying deep connections to food and foraging, medicine, and storytelling. Equally important, the cultural landscape remains significant to the lifeways of living Indigenous communities today. Reflecting this, the Cultural Landscape Management Plan will address three intertwined topic areas:

1. Stewardship of Indigenous sites within Spring Lake Park Reserve
2. Recommendations for culturally appropriate restoration and management of the natural landscape
3. Strategies to strengthen relationships between living Indigenous communities and the park's cultural landscape

Across all three areas, the plan will explore opportunities for partnership with Indigenous communities.

### Scope of Consultant Services

The consultant team will prepare a cultural landscape management plan that addresses the stewardship of the Indigenous cultural landscape, with focus on management of Indigenous cultural sites, restoration, reintroduction, and management of culturally important vegetation, and programming to connect the Indigenous community to the park. The plan will build upon the foundation provided in the master planning process and subsequent projects, both in the documents and recommendations, and the engagement with Indigenous communities completed as part of these processes.

The scope includes four main phases: 1) project start up, 2) establish cultural significance and landscape management areas, 3) explore partnership opportunities, and 4) development of the cultural landscape management plan.

To ensure Indigenous voices, perspectives, and narratives guide this project, the consultant team will include Indigenous representation, consult Tribal Historic Preservation Officers from the Prairie Island Indian Community, Upper Sioux Community, Lower Sioux Indian Community, and Shakopee Mdewakanton Sioux Community, consult with stakeholder groups and topic area experts as needed, and integrate of results of Indigenous engagement in previous projects.

### Deliverables

All labor, materials, transportation, tools, supplies, equipment, meetings, coordination, stakeholder engagement, approvals, etc. necessary for the successful completion of Spring Lake Park Reserve Cultural Landscape Management Plan, executive summary, and appendices as necessary.

## Schedule

The planning process is expected to be completed on or before June 30, 2028.

## Consultant Selection Summary

Request for Proposals (RFP): The RFP for consultant services was released on March 15, 2026. The RFP was posted on the Dakota County Website and was distributed via email to consulting firms with sustainable trails expertise to ensure awareness of the RFP. A base budget of \$250,000 - \$300,000 was identified in the RFP. Four proposals were submitted to the County by the due date of April 21, 2026. The proposals were from: Quinn Evans Architects, Inc. (Quinn Evans), Full Circle Indigenous Planning and Design, LLC (Full Circle), Tetra Tech, Inc., and Grey and Pape, Inc.

## Review Team and Process:

The four proposals were scored by a review team consisting of five Dakota County staff from the Office of Planning and the Parks Department. Review team members independently scored and ranked each proposal. The review team met on April 23, 2026, to discuss the proposals and share individual member evaluations. The top two scoring consulting teams were selected for interviews. Interviews were held on May 8, 2026, with Quinn Evans and Full Circle Indigenous Planning and Design. The review committee met to reach consensus directly after completion of interviews.

## Evaluation Criteria:

The proposals were evaluated and ranked based on the seven criteria included in the RFP and listed below. All criteria were weighted equally.

1. Understanding the Scope of Work: Completeness of proposal and expressed understanding of the project scope, objectives, and complexity.
2. Proposed project approach: approach to work, deliverable timeline, and ability to satisfy all requirements of this RFP.
3. Project team's experience with cultural landscape management plans.
4. Project team's experience working with Indigenous communities associated with the Upper Mississippi River Valley.
5. Qualifications of key personnel and experience with similar projects. Professional competency of members in all project aspects, proven innovative approaches, knowledge of issues and background associated with the project. Successful teams will include experience in Indigenous engagement, cultural landscape management, and traditional ecological knowledge.
6. Performance of the team members and the consulting firm with successful delivery of recent similar projects.
7. Responsiveness: Compatibility between consultant and the key participants, general attitude, and ability to communicate.

## Evaluation Results:

The project requires expertise in multiple areas: centering Indigenous voices, cultural landscape management, traditional ecological knowledge, and programming to connect the Indigenous community

and park visitors to the park’s cultural landscape. Qualifications to deliver each element were important in differentiating the proposals.

The Quinn Evans proposal was ranked the highest proposal by the staff selection committee based on past experience with similar projects, knowledge of Dakota County, Indigenous partners included as part of the consulting team, and team assembled to address the specific needs of the project.

### Summary of Proposed Costs

<u>Firm</u>	<u>Proposal Fee</u>
Quinn Evans Architects, Inc.	\$293,111
Full Circle Indigenous Planning and Design, LLC	\$299,840
Tetra Tech, Inc.	\$299,878
Grey and Pape, Inc.	\$300,000

### Recommendation

Staff recommends that Quinn Evans be awarded a contract for the Spring Lake Park Reserve Cultural Landscape Management Plan. The recommendation is based on the team’s qualifications, project understanding, and experience with similar projects.



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5485

Agenda #: 9.3

Meeting Date: 6/9/2026

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**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Accept Environment And Natural Resources Trust Fund Grant And Execute Grant Agreement For Lebanon Hills Regional Park Natural Resources Restoration And Sustainable Trails Improvements Project**

### PURPOSE/ACTION REQUESTED

Authorize the acceptance of grant funds from the Environment and Natural Resource Trust Fund and the execution of a grant agreement for the Lebanon Hills Regional Park Natural Resources Restoration and Sustainable Trails Improvement project.

### SUMMARY

State voters approved a 1988 constitutional amendment establishing the Environment and Natural Resources Trust Fund (ENRTF), in part, "for the public purpose of protection, conservation, preservation, and enhancement of the state's air, water, land, fish, wildlife, and other natural resources." The Legislative-Citizen Commission on Minnesota Resources (LCCMR) makes ENRTF funding recommendations to the Minnesota Legislature for special environmental and natural resource projects.

In 2024, state voters overwhelmingly approved reauthorizing the use of lottery-generated proceeds for the ENRTF until 2050. The 2026 LCCMR Request for Proposal (RFP) was issued on January 8, 2025, with approximately \$103 million of ENRTF available from the lottery-generated proceeds for projects beginning July 1, 2026.

Following County Board approval by Resolution No. 25-107 (February 18, 2025), a proposal was submitted for the Lebanon Hills Regional Park Natural Resources Restoration and Sustainable Trails Improvements.

The LCCMR recommended the project to be awarded \$2,126,000 through legislative approval.

On 05/15/2026, the Minnesota Legislature approved approximately \$103 million of ENRTF be awarded to various 2026 LCCMR projects. The Lebanon Hills Regional Park Natural Resources Restoration and Sustainable Trails Improvements project from Dakota County's proposal was awarded. This funding will be allocated to conduct ecological restoration on approximately 200 acres at Lebanon Hills Regional Park and support implementation of the Sustainable Trails project.

### RECOMMENDATION

Staff recommends the acceptance of the \$2,126,000 grant awarded under the ENRTF to support the

Lebanon Hills West Trailhead Natural Resources Restoration Project and Sustainable Trails Improvements, and authorization to execute a grant agreement.

**EXPLANATION OF FISCAL/FTE IMPACTS**

This grant includes a \$725,000 County cost share utilizing previously approved project funding. Authorization is requested to amend the 2026 project budget by \$2,126,000 to reflect the revenues and expenses associated with the grant agreement are now secured.

**2000235 Lebanon Hills Regional Park - Sustainable Trails Improvements (Phase 1)**

Funding Source	Total Approved Budget	Available Budget
Transportation Advance Account	\$741,278	\$675,050
Allocated - ELF	\$252,778	\$137,278
Allocated- Park Fund	\$675,051	\$675,051
Allocated- Parks CPA	\$34,500	\$0
Environmental and Natural Resources Trust Fund	\$2,126,000	\$2,126,000
ML22 Outdoor Heritage Fund	\$300,000	\$300,000
<b>Total</b>	<b>\$4,016,431</b>	<b>\$3,776,101</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, the state Environment and Natural Resources Trust Fund (ENRTF) was established following voter approval of a 1988 constitutional amendment “for the public purpose of protection, conservation, preservation, and enhancement of the state’s air, water, land, fish, wildlife, and other natural resources”; and

WHEREAS, the Legislative-Citizen Commission on Minnesota Resources (LCCMR) was established to make funding recommendations to the Minnesota Legislature for special projects that help maintain and enhance Minnesota’s environment and natural resources, primarily from the ENRTF; and

WHEREAS, the Legislative Citizen Commission on Minnesota Resources (LCCMR) selected 109 proposals totaling approximately \$103 million to recommend to the 2026 Minnesota Legislature for funding from the Environment and Natural Resources Trust Fund (ENRTF); and

WHEREAS, the amount available for appropriation from the ENRTF through the LCCMR process for FY 2027 is \$103,326,000; and

WHEREAS, The Lebanon Hills Regional Park Natural Resources Restoration and Sustainable Trails Improvements was recommended for \$2,126,000 of funding and approved by the Legislature.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby supports the above-referenced project and authorizes the submittal of a proposal for funding on behalf of Dakota County to the Legislative-Citizen Commission on Minnesota Resources in response

to the Minnesota Legislature 2026 Environmental and Natural Resources Trust Fund Request for Proposal; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners agrees to accept the award and may enter into an agreement with the State of Minnesota for Lebanon Hills Regional Park: West Trailhead Natural Resources Restoration Project and Sustainable Trails Improvements Project; and

BE IT FURTHER RESOLVED, That Dakota County will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved Legislative-Citizen Commission on Minnesota Resources work plan; and

BE IT FURTHER RESOLVED, That Dakota County understands that grants utilizing the Environment and Natural Resources Trust Fund are generally paid out on a reimbursement basis, and the County has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That Dakota County certifies none of the current principals of the County have been convicted of a felony financial crime in the last 10 years. (for this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of Environment and Natural Resources Trust Fund funds, if awarded); and

BE IT FURTHER RESOLVED, That the Assistant County Manager: Physical Development Division is hereby authorized to execute such agreements and work plans as necessary and the Parks Director is authorized to implement the project on behalf of Dakota County; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Assistant County Manager: Physical Development Division to provide the 25 percent match, utilizing previously secured funds in the Parks Capital Improvement Program; and

BE IT FURTHER RESOLVED, That Dakota County has the financial capability to ensure adequate operation and maintenance of the project once completed.

### **PREVIOUS BOARD ACTION**

25-107; 02/18/25

### **ATTACHMENTS**

None.

### **BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

### **CONTACT**

Department Head: Niki Geisler  
Author: Max Samuelson



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5629

Agenda #: 9.4

Meeting Date: 6/9/2026

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**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Award Bid And Execute Contract With Peterson Companies, Inc. To Provide General Contractor Services For Mississippi River Access At Bud's Landing Project In Spring Lake Park Reserve**

### PURPOSE/ACTION REQUESTED

Authorize award and execution of contract with Peterson Companies, Inc., to provide general contractor services for the Mississippi River Access at Bud's Landing (MRABL) Project in Spring Lake Park Reserve (SLPR), in an amount not to exceed \$1,795,000.

### SUMMARY

By Resolution No. 21-313 (June 22, 2021), the Dakota County Board of Commissioners adopted the SLPR Masterplan, which outlines the development of the MRABL Project. By Resolution No. 23-444 (September 26, 2023), the 2024 Park's Capital Improvement Program (CIP) Adopted Budget includes a project funding to develop the MRABL Project.

The MRABL, previously referred to as Bud's Landing in SLPR, is currently used to provide limited public water access to the Mississippi River for waterfowl hunting and limited recreation. The current one-lane road connecting to MRABL is subject to erosion, and the road grade is steep and not accessibility compliant for pedestrian use. Additionally, minimal parking creates challenges for visitors and programming.

The project will create multiple access paths to Bud's Landing, including an accessible pedestrian path connecting to Fischer Trailhead, a non-accessible soft trail connecting to Camp Spring Lake Retreat Center, and a vehicular access route. New facilities will include two small parking areas, a carry-in boat launch, an accessible floating pier, self-service kayak rentals, wayfinding and interpretation elements, picnic tables, portable toilets, a storage building, stormwater treatment features, and vegetation restoration. If the budget allows, the project will also provide a picnic shelter, an outdoor classroom, and fishing access points.

By Resolution No. 25-337 (July 8, 2025), SRF Consulting Group (SRF) was selected to provide professional design for the project. Staff collaborated with SRF to develop the schematic design. A public open house was held in person on September 30, 2025, and project materials were made available online for public comments. By Resolution No. 25-542 (November 18, 2025), the Board approved the schematic design.

The developed site will be open for waterfowl hunting between late September and November, starting in 2027. Three parking permits per day will be issued. During the waterfowl hunting period, MRABL will be closed to the Public.

The site has a long history of precontact use and habitation by Indigenous people and was previously identified on the Traditional Culture Properties Survey. In 2024, a non-invasive geotechnical survey was conducted to identify the specific nature of cultural sites in the project area. The initial survey found no evidence that would rule out development. With close communication with Tribal Partners, County staff initiated a design process to further identify the scope. In fall 2025, shovel testing was conducted by a licensed archaeologist under State Historical Preservation Office regulations. Based on the result, staff worked with Tribal Partners to modify the design to minimize the impact on the Cultural Resource.

The location of the project has rich natural resources. Some species of interest include pearly mussel, northern long-eared bats, kitten-tails, and rusty patched bumble bee. The site is currently under review by multiple related agencies, including the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, and the Minnesota Department of Natural Resources. Based on the communication with these agencies, efforts have been made to protect endangered species, such as removing trees in winter and hand-clearing trees in specific areas. A licensed rare species surveyor conducted a survey within the construction limits to confirm there are no kitten-tails, a State-listed threatened species, on site. The remaining permit, Section 404 of the Clean Water Act, will be completed before the construction.

Wetland delineation was conducted in September 2025. Based on the result, the team modified the design to minimize the wetland impact. However, to create access to the water, the project needs to encroach upon approximately 300 square feet of existing wetland. The design team and County staff are working with Nininger Township on a wetland mitigation application.

Staff has worked with SRF to create bid documents. A request for bids was advertised on April 21, 2026, and bids were received on May 19, 2026. Six bids were received with the bid amounts as follows:

Bidder:	Base Bid	Alternate One	Alternate Two	Total
Peterson Companies, Inc.	\$ 1,621,000	\$134,000	\$ 40,000	\$1,795,000
Rachel Contracting, LLC	\$ 1,715,775	\$110,000	\$ 38,500	\$1,864,275
Veit Company	\$ 1,695,530	\$144,090	\$ 67,249	\$1,906,869
Max Steininger, Inc.	\$ 1,798,500	\$110,000	\$ 53,600	\$1,962,100
Sunram Construction	\$ 1,852,400	\$140,000	\$ 38,300	\$2,030,700
Urban Companies	\$ 2,191,000	\$150,000	\$ 30,000	\$2,371,000

Two alternates were used to support the bidding outcome. Alternate One includes a pavilion attached to a storage building to create covered picnicking. Alternate Two adds boulders in three locations: at fishing nodes, at the outdoor classroom, and as dividers along the upper-level parking. Bids, including both alternates, were \$605,000 under the final third-party cost estimate.

Staff recommends the base bid and both alternates as most beneficial to users. The budget supports this scope.

**RECOMMENDATION**

Base bid and both alternates are under budget. Staff recommends the Base Bid and both alternates for the MRABL Project be awarded to Peterson Companies, Inc. in an amount not to exceed \$1,795,000

**EXPLANATION OF FISCAL/FTE IMPACTS**

The Parks and Greenways Capital Improvement Program includes \$4,632,230 for County Project 2000410 MRABL. There is sufficient project budget available to fund the contract with Peterson Companies, Inc. in an amount not to exceed \$1,795,000.

**2000410 Mississippi River Access at Bud’s Landing**

Funding Source	Total Approved Budget	Available Budget
Environmental Legacy Fund (ELF) fund balance	\$400,000	\$400,000
State Direct Appropriation (Omnibus Environment and Natural Resources Finance Bill)	\$400,000	\$328,605
State Parks and Trails Legacy Fund (Metropolitan Council)	\$2,077,230	\$1,977,766
Environmental and Natural Resource Trust Fund (Legislative-Citizen Commission on Minnesota Resources)	\$1,755,000	\$1,430,463
<b>Total</b>	<b>\$4,632,230</b>	<b>\$4,136,834</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, by Resolution No. 21-313 (June 22, 2021), the Dakota County Board of Commissioners adopted the Spring Lake Park Reserve Masterplan, which outlines the development of the Mississippi River Access at Bud’s Landing (MRABL) Project; and

WHEREAS, by Resolution No. 23-444 (September 26, 2023), the 2024 Parks Capital Improvement Program Adopted Budget includes a project to design and construct the MRABL Project; and

WHEREAS, by Resolution No. 25-337 (July 8, 2025), SRF Consulting Group (SRF) was selected to provide professional design for the project; and

WHEREAS, staff reviewed the initial concept with Tribal Partners virtually on September 2, 2025; and

WHEREAS, a public open house was held in person on September 30, 2025, and project materials were made available online for public comments; and

WHEREAS, schematic design was developed, incorporating the result of wetland delineation and archaeological survey; and

WHEREAS, by Resolution No. 25-542 (November 18, 2025), the Board approved the schematic design; and

WHEREAS, the staff worked with SRF to prepare the bid documents, which were advertised on April 21, 2026; and

WHEREAS, six competitive bids were received on May 19, 2026; and

WHEREAS, Peterson Companies, Inc. submitted a bid of \$1,795,000; and

WHEREAS, staff and SRF reviewed the qualifications of the bidder and recommend award to Peterson Companies, Inc. as the lowest responsive and responsible bidder in an amount not to exceed \$1,795,000 for the MRABL Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Peterson Companies, Inc., 8326 Wyoming Trail, Chisago City, in an amount not to exceed \$1,795,000 for Mississippi River Access at Bud's Landing Project, subject to the County Attorney's office as to form.

**PREVIOUS BOARD ACTION**

- 21-313; 06/22/21
- 23-444; 09/26/23
- 24-007; 09/24/24
- 25-337; 07/08/25
- 25-542; 11/19/25

**ATTACHMENTS**

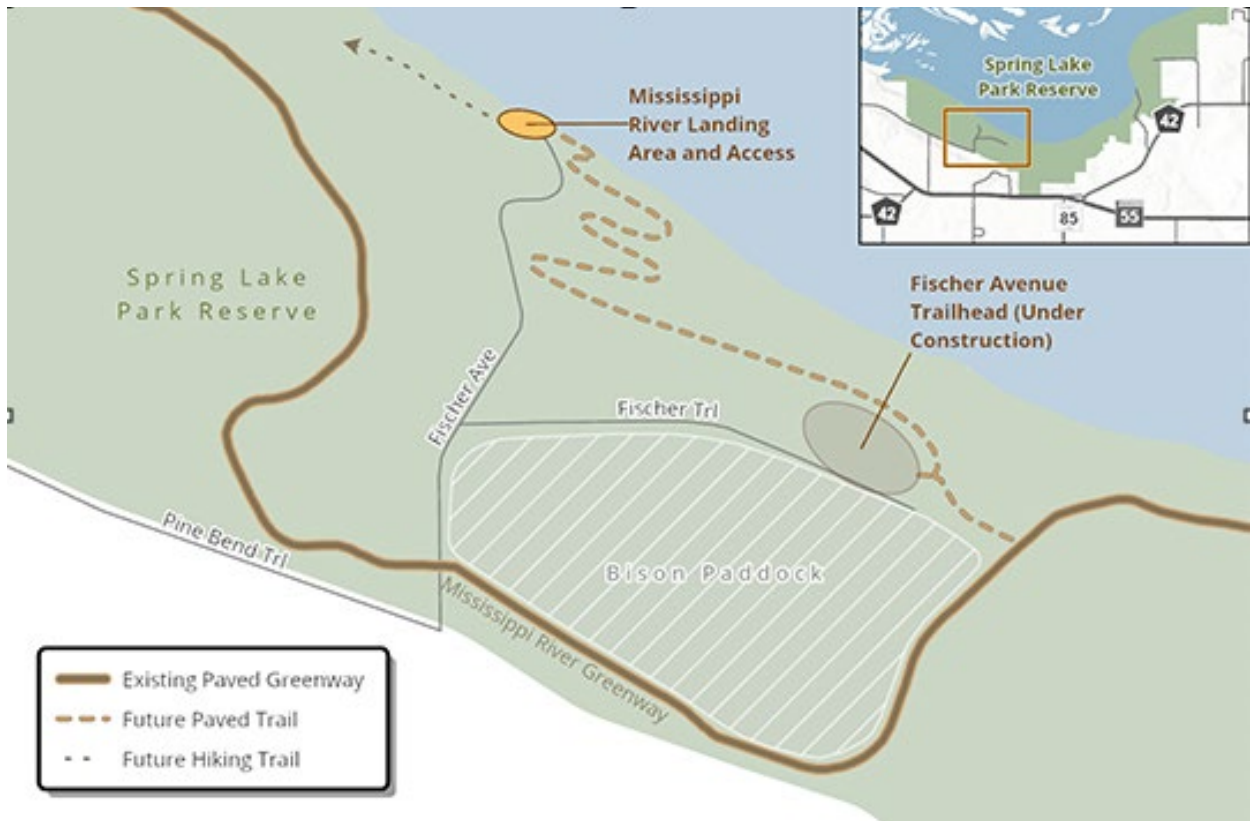
Attachment: Project Location

**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Niki Geisler  
Author: Yao Xiao





# Board of Commissioners

## Request for Board Action

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Item Number: DC-5666

Agenda #: 9.5

Meeting Date: 6/9/2026

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**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Joint Powers Agreement With City Of Farmington For North Creek Greenway: Jim Bell Park And Preserve Segment**

### PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of Farmington for the North Creek Greenway: Jim Bell Park and Preserve Segment.

### SUMMARY

By Resolution No. 11-517 (October 18, 2011), the North Creek Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a 14-mile preferred alignment from Downtown Farmington to the Lebanon Hills Regional Park in Eagan. The proposed JPA will fund design, and construction for the following elements:

- Jim Bell Park and Preserve trail improvements to meet greenway standards, about one mile
- New mid-block crossing of 195<sup>th</sup> Street W (County Road 64), including a new Rectangular Rapid Flashing Beacon (RRFB) traffic control device

The City of Farmington is facilitating the design, bidding, and construction management of the project with Dakota County staff providing design review and oversight. The total estimated costs for construction and consulting services are estimated at \$830,000. The typical greenway cost share will be applied to the project with an estimated Dakota County contribution of \$532,140 and a City of Farmington contribution of \$296,804. The cost share by project element is below:

- 85% County, 15% City for main greenway items
- 50% County, 50% City towards local trail connections to greenway
- 100% County towards RRFB traffic control device

Upon completion, Dakota County will assume operations and maintenance of this roughly one-mile addition of regional greenway that connects with the recently completed two-mile North Creek Segment constructed with County Project 97-210 just north of this project. There is an existing citywide greenway maintenance agreement with Farmington, and it will be amended upon construction completion to add this segment and define maintenance responsibilities of the new and upgraded facilities along the greenway.

This greenway collaborative project is consistent with current cost share practices for city-led

projects.

**RECOMMENDATION**

Staff recommends Dakota County execute a JPA with the City of Farmington for the North Creek Greenway: Jim Bell Park and Preserve Segment Project delivery and construction costs through December 31, 2028.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Dakota County’s total cost of the JPA is established at the not to exceed amount of \$590,000, which provides for a 10 percent contingency. Sufficient funding has been authorized in the 2026 - 2030 Parks Capital Improvement Program. Greenway Collaborative Set-Aside budget will be used to supplement the project budget. The annual cost of ongoing operations and maintenance of adding one mile of regional greenway is estimated at \$4,000.

**Project 2000669 North Creek Greenway - Jim Bell Park Segment \***

Funding Source	Total Budget	Available Budget
Sales and Use Tax	\$51,559	\$51,559
Transportation Advance Account	\$538,441	\$538,441
<b>Total</b>	<b>\$590,000</b>	<b>\$590,000</b>

\* City-led project - Budget does not include City of Farmington’s cost share

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, by Resolution No. 11-517 (October 18, 2011), the Dakota County Board of Commissioners adopted the North Creek Greenway Master Plan; and

WHEREAS, the City of Farmington is leading the design, bidding, and project delivery; and

WHEREAS, the project will construct and upgrade one mile of regional greenway .5 miles of local trails, and a new midblock crossing of 195th Street West (County Road 64); and

WHEREAS, the total project cost is estimated at \$830,000; and

WHEREAS, Dakota County will reimburse the City of Farmington based on current greenway cost share practices; and

WHEREAS, the total estimated cost to Dakota County is \$590,000, which includes a 10 percent contingency; and

WHEREAS, sufficient revenues are available in the Parks Capital Improvement Program; and

WHEREAS, the Supplemental Maintenance Agreement will be revised to include ongoing maintenance and operations for the North Creek Greenway within Jim Bell Park and Preserve.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development, or their designee, to execute a joint powers agreement with the City of Farmington to reimburse the City for costs associated with the North Creek Greenway: Jim Bell Park and Preserve Segment through December 31, 2028, subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

11-517; 10/18/11

**ATTACHMENTS**

Attachment: Project Location

Attachment: Engineer's Estimate

Attachment: Draft JPA

**BOARD GOALS**

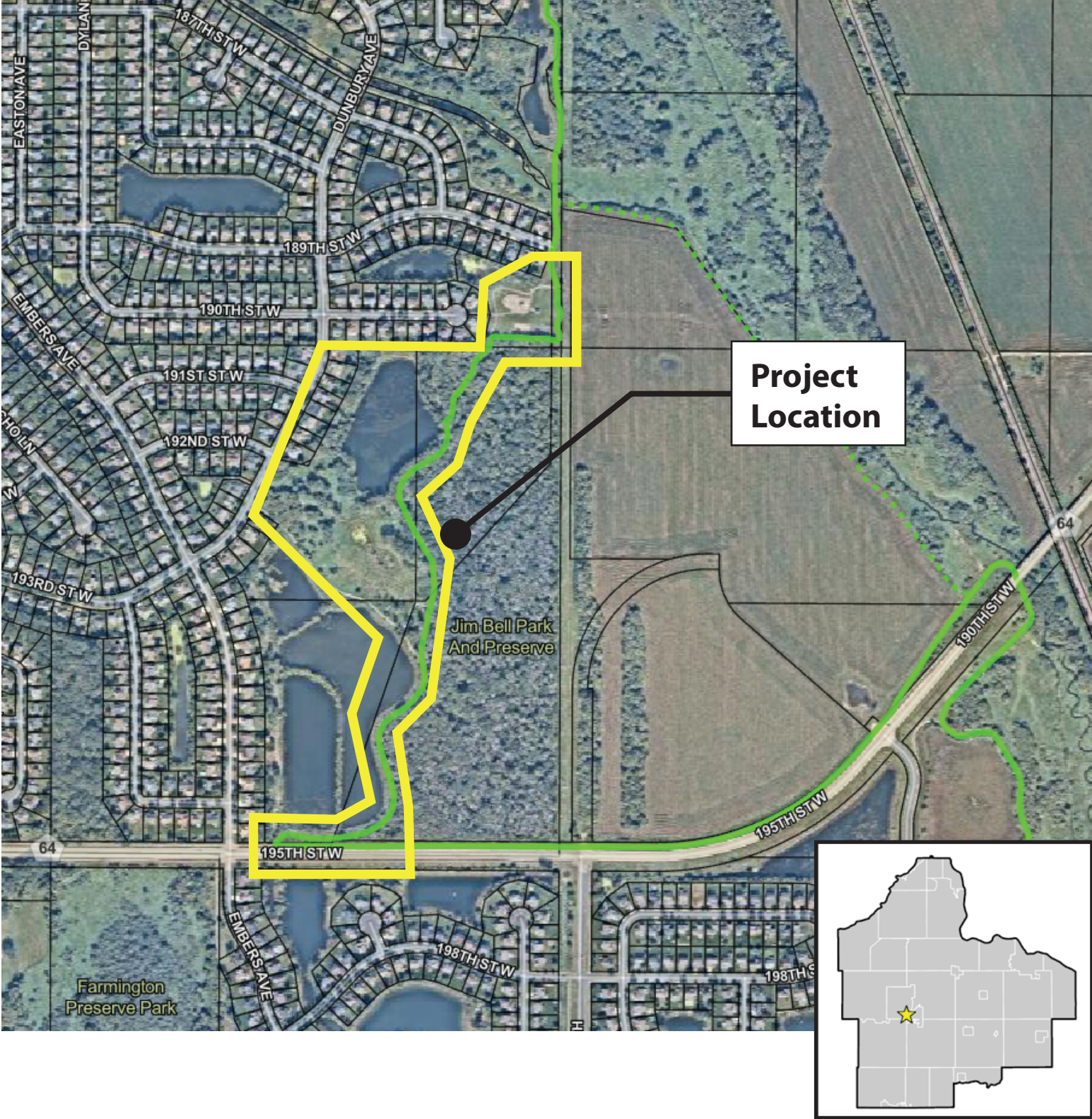
- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Niki Geisler

Author: Tony Wotzka

# North Creek Greenway: Jim Bell Park And Preserve Segment - Farmington



**ENGINEER'S ESTIMATE**

2026 Jim Bell Park Trail  
 City of Farmington & Dakota County  
 BMI Project Number 25X.141456.000



Real People. Real Solutions.

Date: 4/28/2026

Item No.	MnDOT Spec No.	Item	Notes	Unit Price	Unit	DAKOTA COUNTY GREENWAY TYPICAL SECTION 1		CITY OF FARMINGTON TRAIL TYPICAL SECTION 2		Estimated Quantity	Total Amount
						Quantity	Cost	Quantity	Cost		
1	2021.501	MOBILIZATION		\$64,400.00	LUMP SUM	0.68	\$43,792.00	0.32	20608	1	\$64,400.00
2	2101.502	CLEARING		\$125.00	EACH	12	\$1,500.00			12	\$1,500.00
3	2101.502	GRUBBING		\$100.00	EACH	12	\$1,200.00			12	\$1,200.00
4	2104.503	REMOVE CURB AND GUTTER		\$20.00	LIN FT	44	\$880.00	60	\$1,200.00	104	\$2,080.00
5	2104.503	SAWING BITUMINOUS PAVEMENT		\$4.00	LIN FT	250	\$1,000.00	130	\$520.00	380	\$1,520.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT (STREET)		\$20.00	SQ YD	140	\$2,800.00	15	\$300.00	155	\$3,100.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT (TRAIL)		\$9.00	SQ YD	3550	\$31,950.00			3550	\$31,950.00
8	2105.607	EXCAVATION - MUCK	(EV)	\$40.00	CU YD	406	\$16,240.00	140	\$5,600.00	546	\$21,840.00
9	2106.507	EXCAVATION - COMMON	(P)	\$30.00	CU YD	900	\$27,000.00			900	\$27,000.00
10	2112.604	SUBGRADE PREPARATION		\$5.00	SQ YD			2800	\$14,000.00	2800	\$14,000.00
11	2211.507	AGGREGATE BASE CLASS 5	(CV)	\$45.00	CU YD	900	\$40,500.00			900	\$40,500.00
12	2215.504	FULL DEPTH RECLAMATION (TRAIL)		\$15.00	SQ YD			2800	\$42,000.00	2800	\$42,000.00
13	2231.604	BITUMINOUS PATCH SPECIAL		\$75.00	SQ YD	45	\$3,375.00	15	\$1,125.00	60	\$4,500.00
14	2521.518	6" CONCRETE WALK		\$21.50	SQ FT	475	\$10,212.50	275	\$5,912.50	750	\$16,125.00
15	2521.518	4" CONCRETE		\$15.00	SQ FT	350	\$5,250.00			350	\$5,250.00
16	2521.518	3" BITUMINOUS TRAIL		\$35.00	SQ YD	4050	\$141,750.00	2950	\$103,250.00	7000	\$245,000.00
17	2531.501	CONCRETE CURB & GUTTER		\$70.00	LIN FT	160	\$11,200.00	60	\$4,200.00	220	\$15,400.00
18	2531.602	CONCRETE MEDIAN NOSE		\$1,500.00	EACH	2	\$3,000.00			2	\$3,000.00
19	2531.618	TRUNCATED DOMES		\$60.00	SQ FT	80	\$4,800.00	48	\$2,880.00	128	\$7,680.00
20	2563.601	TRAFFIC CONTROL		\$2,000.00	LUMP SUM	0.68	\$1,360.00	0.32	\$640.00	1	\$2,000.00
21	2564.518	SIGN		\$70.00	SQ FT	152	\$10,640.00			152	\$10,640.00
22	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM A		\$35,000.00	SYS	1	\$35,000.00			1	\$35,000.00
23	2573.501	STORM DRAIN INLET PROTECTION		\$100.00	EACH	2	\$200.00	3	\$300.00	5	\$500.00
24	2573.502	SILT FENCE,TYPE MS		\$3.50	LIN FT	2100	\$7,350.00	1675	\$5,862.50	3775	\$13,212.50
25	2574.507	COMMON TOPSOIL BORROW	(LV)	\$55.00	CU YD	680	\$37,400.00	210	\$11,550.00	890	\$48,950.00
26	2575.504	EROSION CONTROL BLANKET CATEGORY 15 (W/SEED)		\$3.00	SQ YD	4100	\$12,300.00	1250	\$3,750.00	5350	\$16,050.00
27	2575.603	ROOT BARRIER		\$50.00	LIN FT	600	\$30,000.00			600	\$30,000.00
28	2582.503	CROSSWALK MARKING - PREF THERMO GR IN		\$21.00	SQ FT	120	\$2,520.00			120	\$2,520.00
29	2582.503	12" SOLID LINE MULTI-COMPONENT		\$15.00	LIN FT	36	\$540.00			36	\$540.00
SUBTOTAL:							\$ 483,759.50		\$ 223,698.00		\$ 708,000.00
10% CONTINGENCY:							\$ 48,380.00		\$ 22,370.00		\$ 70,800.00
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>							<b>\$ 532,139.50</b>		<b>\$ 246,068.00</b>		<b>\$ 778,800.00</b>
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:							\$ 50,732.00		\$ 50,736.00		\$ 50,739.00
<b>TOTAL ESTIMATED PROJECT COST:</b>							<b>\$ 582,871.50</b>		<b>\$ 296,804.00</b>		<b>\$ 829,539.00</b>

**JOINT POWERS AGREEMENT FOR ENGINEERING & CONSTRUCTION FOR  
THE NORTH CREEK GREENWAY JIM BELL PARK AND PRESERVE SEGMENT**

**BETWEEN  
THE COUNTY OF DAKOTA  
AND  
THE CITY OF FARMINGTON**

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting Parties; and

**WHEREAS**, Dakota County (“County”) is a political subdivision of the State of Minnesota; and

**WHEREAS**, the City of Farmington (“City”) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

**WHEREAS**, by resolution 11-517, the Dakota County Board authorized the adoption of the North Creek Greenway (“NCGW”) Master Plan; and

**WHEREAS**, the City is leading the design, bidding, and project delivery for a segment of the North Creek Greenway project located within the City; and

**WHEREAS**, the City has completed design and engineering plans for the reconstruction and improvement of an existing trail segment from 189<sup>th</sup> Street to 195<sup>th</sup> Street (County Road 64), including an new mid-block crossing and Rectangular Rapid Flashing Beacon (RRFB) traffic control device and other trail amenities Jim Bell Park and Preserve, as shown on Exhibit 1; and

**WHEREAS**, the project will reconstruct and upgrade 1 mile of regional greenway in the locations shown on Exhibit 1 to meet the County’s regional greenway standards (the “NCGW Trail Improvements”), reconstructed local trail connections to the greenway, and a new mid-block crossing and RRFB traffic control device collectively, the “Project”); and

**WHEREAS**, the total project costs are estimated at \$829,539, which costs include construction and consultant Project delivery expenses; and

**WHEREAS**, Dakota County will reimburse the City 85 percent of the total greenway improvements and design and project delivery fees estimated at \$375,000 Project costs; and

**WHEREAS**, Dakota County will reimburse the City 50 percent of the local trail connections to the greenway, estimated at \$170,000; and

**WHEREAS**, Dakota County will reimburse the City 100 percent of the RRFB crossing as a small safety improvement project, estimated at \$45,000; and

**WHEREAS**, by **resolution TBD** the County authorized up to \$590,000 towards Project delivery and construction costs, including contingency; and

**WHEREAS**, the Parties anticipate amending existing Maintenance Agreement DCA23625 to address ongoing maintenance and operations for the NCGW Trail Improvements following Project completion.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1**  
**Purpose**

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the construction of the North Creek Greenway Jim Bell Park And Preserve project, as more fully described herein.

**ARTICLE 2**  
**Parties**

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks and Public Works Departments.

**ARTICLE 3**  
**Term**

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2029, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4**  
**Cooperation**

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

**ARTICLE 5**  
**City’s Obligations**

5.1 **Construction**. The City, or its agents or contractors, shall construct or reconstruct the Project as shown on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications so that the NCGW Trail Improvements meet the County’s regional greenway standards

- 5.2 Project Management. The City, or its agents or contractors, shall provide construction services for the Project, and shall prepare bid documents for the Project. The City will lead the construction of the Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the Project work, assuring that it meets applicable design and construction standards and the requirements of this Agreement. The County will have no actual or implied responsibility for the Project except as provided in this Agreement.
- 5.3 Notice to County Prior to Award of Contract and Approval of Change Orders. The City will notify the County of the amount of the lowest responsive bid. The County will thereafter notify the City as to whether the County approves the Project or whether it wishes to terminate the Project based on the amount of the bid. Such notice will be provided promptly, and in no event more than 20 days from the date of the City's notice, so as to allow the City to award or reject the bid. If the County accepts the lowest responsive bid amount and approves proceeding with the Project, the City shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement. Following the contract award, the City will obtain the County's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the Project costs relating to the NCGW Trail Improvements. The County acknowledges and agrees that the City may terminate or reduce the scope of the Project at any time if the County does not approve a change order or contract amendment and such change order or amendment would require the City to incur additional costs relating to the NCGW Trail Improvements.
- 5.4 Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.5 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the Project work. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- 5.6 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.
- 5.7 Perpetual License for North Creek Greenway. The City shall be responsible for designating appropriate locations for the installation of the NCGW Trail Improvements

within areas owned or controlled by the City. The NCGW Trail Improvements shall generally be located in the area depicted on Exhibit 1. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the NCGW Improvements and associated improvements agreed to by the Parties on City property or within City right-of-way, as provided for pursuant to this Agreement. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the NCGW Trail Improvements as provided in section 6.4 of this Agreement and pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

- 5.8 Permanent Easements for NCGW. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.7 with permanent easements for the NCGW and agreed-upon improvements constructed and installed as part of the Project. The City shall execute the documents reasonably necessary to convey permanent easements for the NCGW and agreed-upon improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

## **ARTICLE 6**

### **County's Obligations**

- 6.1. County Funding Obligation. If the County accepts the bid amount and approves proceeding with the Project pursuant to Section 5.3 of this Agreement, the County shall reimburse the City in a total amount of \$590,000 or 85% of the trail costs, 50% of the trail amenities, and the 100% of the RRFB costs that make up the total Project costs, whichever is less. The City will administer the construction contract for the Project and will make all required payments to the contractor. Following payments to the contractor, the City will submit an invoice to the County for reimbursement of the County's proportionate share of the contractor payments. The County shall reimburse the City for its share of the payments within 35 days of receipt of the invoice.
- 6.2. Project Management Team. County staff will participate on a Project Management Team coordinated by the City and will provide input on the design and construction of the NCGW Trail Improvements and the County's regional greenway standards.
- 6.3. Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, publications, notices, and presentations concerning the Project.
- 6.4. Relocation of NCGW Located within City Right-of-Way or Permanent Easements on City Property. The Parties agree that in the event the City needs to widen, expand, and/or redesign its street, transportation facilities, utilities, or other infrastructure owned by the City and within City right-of-way or on City property, the City will, if requested by the County, acquire the necessary additional right-of-way and/or easements needed for the relocation of the displaced NCGW Trail Improvements as part of the City's project. If the

County requests that the City include relocation of the NCGW Trail Improvements as part of the City project, the Parties will enter into a separate agreement under which the County will reimburse the City for the City's out-of-pocket construction project costs and easement acquisition costs attributable to the relocation of the displaced NCGW Trail Improvements. Alternatively, in the event that the relocation of displaced NCGW Trail Improvements reasonably necessitates the acquisition of additional easements, the County may choose to acquire said additional easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced NCGW Trail Improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the NCGW Trail Improvements that cannot be practically relocated within existing City right-of-way or permanent easement, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of the displaced NCGW Trail Improvements outside of existing City right-of-way or permanent easement in a timely manner that does not unreasonably delay the City construction project.

**ARTICLE 7**  
**Ownership and Maintenance**

The County shall own the NCGW Trail Improvements and associated improvements related to greenway corridor. City of Farmington will maintain ownership of all local trail connections and city road crossings installed as part of the Project. The Parties shall enter or amend the separate agreement addressing maintenance of the NCGW trail and improvements and any shared maintenance responsibilities for the Parties' infrastructure that may be connected to the NCGW.

**ARTICLE 8**  
**TERMINATION**

- 8.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the City to undertake or complete construction of the Project as required by this Agreement and failure by the County to comply with its obligations under Article 6.
- 8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement.

**ARTICLE 9**  
**AUTHORIZED REPRESENTATIVES AND LIAISONS**

9.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party’s governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative’s successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

**To the City:**  
Nicholas Lien  
Mayor

430 Third Street  
Farmington, MN 55024

**To the County:**  
Georg T. Fischer  
Assistant County Manager: Physical  
Development  
14955 Galaxie Avenue  
Apple Valley, MN 55124

9.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison’s successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

**City Liaison**  
Kellee Omlid  
Parks Director  
(651) 280-6851  
[komlid@farmingtonmn.gov](mailto:komlid@farmingtonmn.gov)

**County Liaison**  
Niki Geisler  
Parks Director  
(952) 891-7088  
[niki.geisler@co.dakota.mn.us](mailto:niki.geisler@co.dakota.mn.us)

**ARTICLE 10**  
**LIABILITY**

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties’ acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a

claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

**ARTICLE 11**  
**GENERAL PROVISIONS**

- 11.1 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the project and following completion of the project.
- 11.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.
- 11.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 11.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 11.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 11.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

- 11.7 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 11.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 11.9 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 11.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 11.11 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 11.12 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

**Remainder of Page Intentionally Blank. Signature Page Follows.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

**DAKOTA COUNTY**

**CITY OF FARMINGTON**

By \_\_\_\_\_  
Georg Fischer, Assistant County Manager:  
Physical Development

By \_\_\_\_\_  
Nicholas Lien, Mayor

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

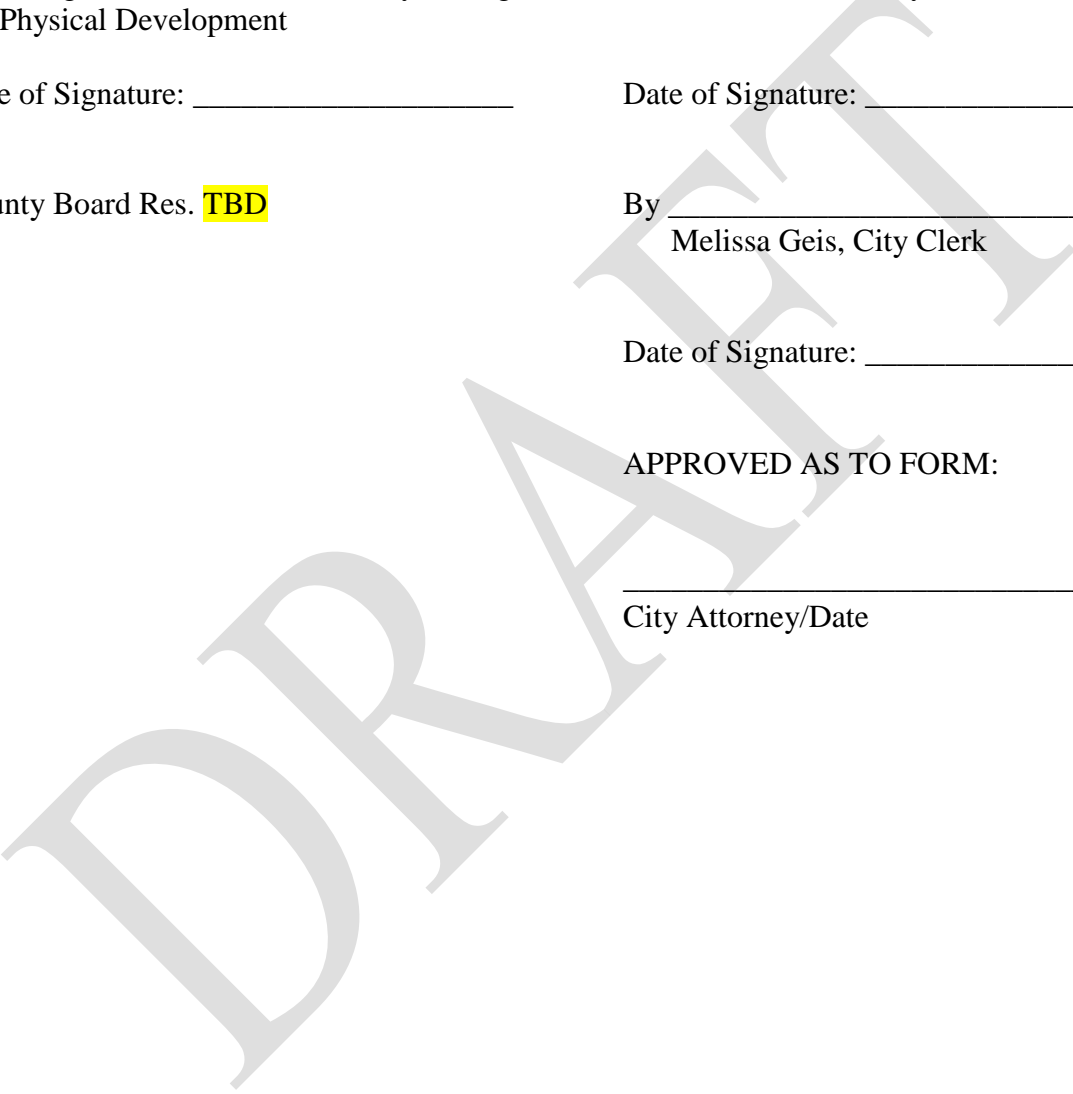
County Board Res. **TBD**

By \_\_\_\_\_  
Melissa Geis, City Clerk

Date of Signature: \_\_\_\_\_

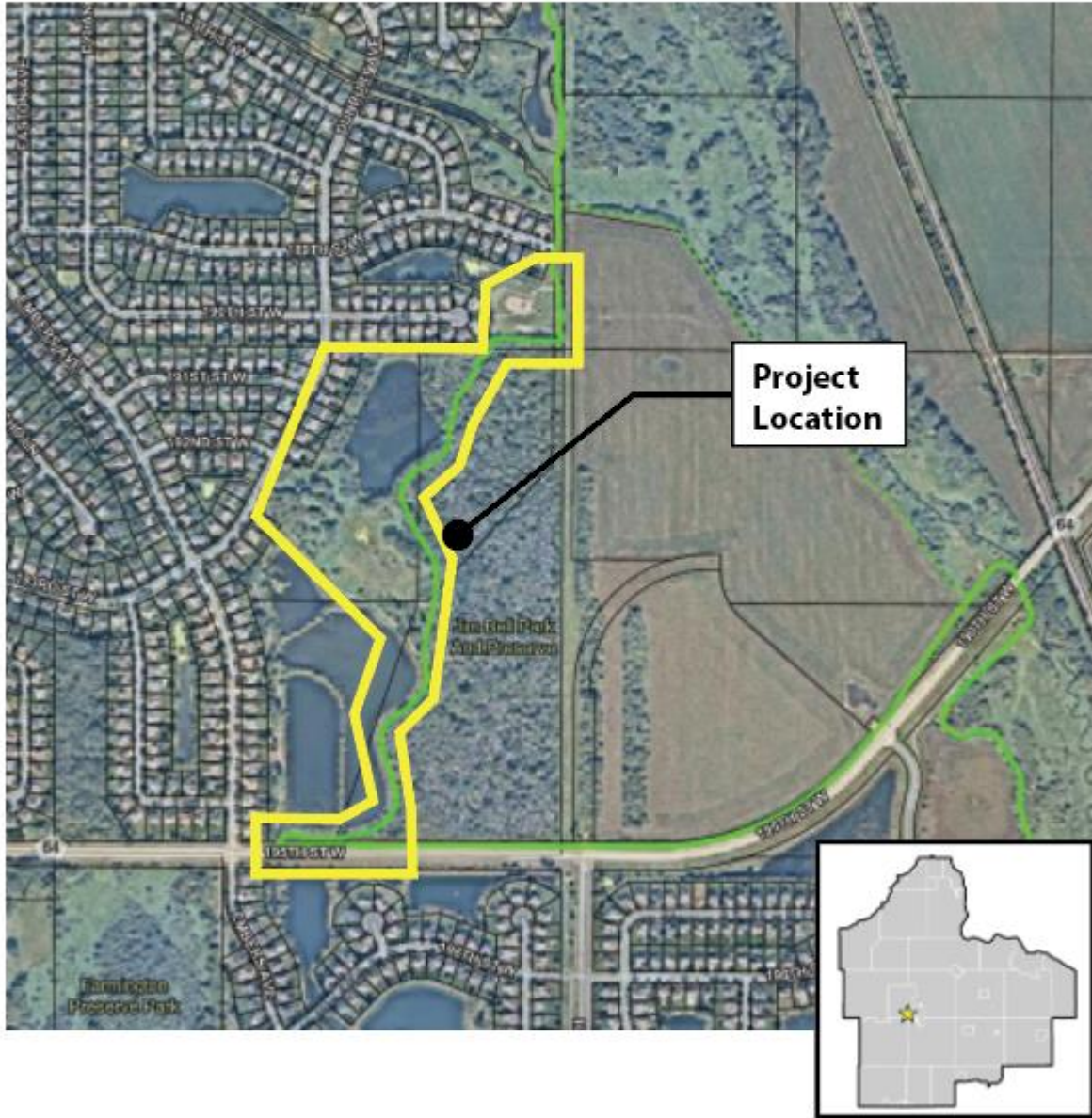
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney/Date



**Exhibit 1**  
**Project Map**

**North Creek Greenway: Jim Bell Park And Preserve Segment - Farmington**



**Exhibit 2**  
**Project Element Cost Share (costs estimated)**

*Total Project Costs*

**ENGINEER'S ESTIMATE**

2026 Jim Bell Park Trail  
City of Farmington & Dakota County  
BMI Project Number 25X.141456.000



Real People. Real Solutions.

Date: 4/28/2026

Item No.	MnDOT Spec No.	Item	Notes	Unit Price	Unit	DAKOTA COUNTY GREENWAY TYPICAL SECTION 1		CITY OF FARMINGTON TRAIL TYPICAL SECTION 2		Estimated Quantity	Total Amount
						Quantity	Cost	Quantity	Cost		
1	2021.501	MOBILIZATION		\$64,400.00	LUMP SUM	0.68	\$43,792.00	0.32	20608	1	\$64,400.00
2	2101.502	CLEARING		\$125.00	EACH	12	\$1,500.00			12	\$1,500.00
3	2101.502	GRUBBING		\$100.00	EACH	12	\$1,200.00			12	\$1,200.00
4	2104.503	REMOVE CURB AND GUTTER		\$20.00	LIN FT	44	\$880.00	60	\$1,200.00	104	\$2,080.00
5	2104.503	SAWING BITUMINOUS PAVEMENT		\$4.00	LIN FT	250	\$1,000.00	130	\$520.00	380	\$1,520.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT (STREET)		\$20.00	SQ YD	140	\$2,800.00	15	\$300.00	155	\$3,100.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT (TRAIL)		\$9.00	SQ YD	3550	\$31,950.00			3550	\$31,950.00
8	2105.607	EXCAVATION - MUCK	(EV)	\$40.00	CU YD	406	\$16,240.00	140	\$5,600.00	546	\$21,840.00
9	2106.507	EXCAVATION - COMMON	(P)	\$30.00	CU YD	900	\$27,000.00			900	\$27,000.00
10	2112.604	SUBGRADE PREPARATION		\$5.00	SQ YD			2800	\$14,000.00	2800	\$14,000.00
11	2211.507	AGGREGATE BASE CLASS 5	(CV)	\$45.00	CU YD	900	\$40,500.00			900	\$40,500.00
12	2215.504	FULL DEPTH RECLAMATION (TRAIL)		\$15.00	SQ YD			2800	\$42,000.00	2800	\$42,000.00
13	2231.604	BITUMINOUS PATCH SPECIAL		\$75.00	SQ YD	45	\$3,375.00	15	\$1,125.00	60	\$4,500.00
14	2521.518	6" CONCRETE WALK		\$21.50	SQ FT	475	\$10,212.50	275	\$5,912.50	750	\$16,125.00
15	2521.518	4" CONCRETE		\$15.00	SQ FT	350	\$5,250.00			350	\$5,250.00
16	2521.518	3" BITUMINOUS TRAIL		\$35.00	SQ YD	4050	\$141,750.00	2950	\$103,250.00	7000	\$245,000.00
17	2531.501	CONCRETE CURB & GUTTER		\$70.00	LIN FT	160	\$11,200.00	60	\$4,200.00	220	\$15,400.00
18	2531.602	CONCRETE MEDIAN NOSE		\$1,500.00	EACH	2	\$3,000.00			2	\$3,000.00
19	2531.618	TRUNCATED DOMES		\$60.00	SQ FT	80	\$4,800.00	48	\$2,880.00	128	\$7,680.00
20	2563.601	TRAFFIC CONTROL		\$2,000.00	LUMP SUM	0.68	\$1,360.00	0.32	\$640.00	1	\$2,000.00
21	2564.518	SIGN		\$70.00	SQ FT	152	\$10,640.00			152	\$10,640.00
22	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM A		\$35,000.00	SYS	1	\$35,000.00			1	\$35,000.00
23	2573.501	STORM DRAIN INLET PROTECTION		\$100.00	EACH	2	\$200.00	3	\$300.00	5	\$500.00
24	2573.502	SILT FENCE, TYPE MS		\$3.50	LIN FT	2100	\$7,350.00	1675	\$5,862.50	3775	\$13,212.50
25	2574.507	COMMON TOPSOIL BORROW	(LV)	\$55.00	CU YD	680	\$37,400.00	210	\$11,550.00	890	\$48,950.00
26	2575.504	EROSION CONTROL BLANKET CATEGORY 15 (W/SEED)		\$3.00	SQ YD	4100	\$12,300.00	1250	\$3,750.00	5350	\$16,050.00
27	2575.603	ROOT BARRIER		\$50.00	LIN FT	600	\$30,000.00			600	\$30,000.00
28	2582.503	CROSSWALK MARKING - PREF THERMO GR IN		\$21.00	SQ FT	120	\$2,520.00			120	\$2,520.00
29	2582.503	12" SOLID LINE MULTI-COMPONENT		\$15.00	LIN FT	36	\$540.00			36	\$540.00
SUBTOTAL:							\$ 483,759.50		\$ 223,698.00		\$ 708,000.00
10% CONTINGENCY:							\$ 48,380.00		\$ 22,370.00		\$ 70,800.00
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>							<b>\$ 532,139.50</b>		<b>\$ 246,068.00</b>		<b>\$ 778,800.00</b>
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:							\$ 50,732.00		\$ 50,736.00		\$ 50,739.00
<b>TOTAL ESTIMATED PROJECT COST:</b>							<b>\$ 582,871.50</b>		<b>\$ 296,804.00</b>		<b>\$ 829,539.00</b>



# Board of Commissioners

## Request for Board Action

Item Number: DC-5684

Agenda #: 9.6

Meeting Date: 6/9/2026

**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract With Minnesota Native Landscapes, Inc. For Natural Resource Restoration In Harmon Park Reserve And Salem Hills Park**

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Minnesota Native Landscapes, Inc. for natural resource improvements of Harmon Park Reserve And Salem Hills Park in Inver Grove Heights.

### SUMMARY

The County Land Conservation Plan, which was adopted by Resolution No. 20-568 (November 17, 2020), called for the creation of the City-County Conservation Collaborative (4C) to “more effectively protect critical undeveloped areas, increase natural resource restoration and management, and share information and financial and staff resources within all incorporated areas.”

At the behest of the County towards the advancement of the 4C, proposals for restoration projects were received by the cities of Apple Valley, Burnsville, Eagan, Inver Grove Heights, and Mendota Heights.

After selecting two projects for support that were proposed by the City of Inver Grove Heights for restoration at Seidl’s Lake Park and Harmon Park Reserve / Salem Hills, by Resolution No. 25-610 (December 16, 2025), the County executed a joint powers agreement (JPA) with the City to enact natural resource restoration work in these parks. This JPA included County support by way of project management assistance, project costs paid by the state Outdoor Heritage Fund (OHF) grant and County match funds, while the City committed to contributing matching funds amounting to a minimum of 15 percent of the project total.

A request for proposals was prepared and released on May 1, 2026, for Harmon Park Reserve and Salem Hills Park 2026 to 2027 Restoration and Enhancement (Attachment: Project Map). Four proposals were received, with base and chosen alternate proposals as follows:

Bidder	Total Base Amount	Total Base + Alternate	Proposal Score
Minnesota Native Landscapes	\$ 161,790	\$ 244,145	334
Native Resource Preservation	\$ 174,176	\$ 283,289	333
Prairie Restoration, Inc.	\$ 182,312	\$ 293,035	256
Landbridge Ecological	\$ 285,112	\$ 518,499	259

Using the best-value contracting procedure, the evaluation team scored the proposals according to

the following metrics: proposal cost (30%), vendor past work experience on similar projects (20%), project narrative (15%), quality control measures (15%), project team qualifications (10%), and completeness of the proposal (10%). The highest scoring proposal was determined to be from Minnesota Native Landscapes, Inc. for base plus alternate cost of \$244,145. The City of Inver Grove Heights has approved the selected proposal as a necessary condition determined by the JPA.

**RECOMMENDATION**

Staff recommends authorizing execution of a contract with Minnesota Native Landscapes, Inc. for Harmon Park Reserve and Salem Hills Park 2026 to 2027 Restoration and Enhancement for a contract amount of \$244,145.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The 2026 Adopted Parks Budget contains sufficient funding for Harmon Park Reserve and Salem Hills Park 2026 to 2027 Restoration and Enhancement using funding allocated to Project 1001477.

**Project 1001477 LC30051 IGH Harmon Restoration**

Funding Source	Total Approved Budget	Available Budget
Outdoor Heritage Fund (OHF ML22)	\$394,748	\$381,444
<b>Total</b>	<b>\$394,748</b>	<b>\$381,444</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, by Resolution No. 20-568 (November 11, 2020), the County Board of Commissioners adopted a Land Conservation Plan for Dakota County, which included as a goal the establishment of a City-County Conservation Collaborative for natural resources planning, protection, and management; and

WHEREAS, the City of Inver Grove Heights submitted proposals to the City-County Conservation Collaborative for restoration projects in both Seidl's Lake Park and Harmon Park Preserve/Salem Hills Park; and

WHEREAS, by Resolution No. 25-610 (December 16, 2025), the City of Inver Grove Heights and Dakota County executed a joint powers agreement to utilize state grant funds and City matching funds to enact natural resource restoration projects in the proposed parks; and

WHEREAS, on May 1, 2026, the County issued a request for proposals for the Harmon Park Reserve and Salem Hills Park 2026 to 2027 Restoration and Enhancement project; and

WHEREAS, best-value contracting was used to evaluate and award this request for proposals; and

WHEREAS, the proposal evaluation team scored each proposal and selected Minnesota Native Landscapes, Inc.; and

WHEREAS, the selected proposal has been approved by the City of Inver Grove Heights as a

condition of the joint powers agreement; and

WHEREAS, adequate funds for the contract are available within the 2026 Adopted Parks Budget; and

WHEREAS, staff recommends executing the contract with Minnesota Native Landscapes, Inc.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with Minnesota Native Landscapes, Inc. for the Harmon Park Reserve and Salem Hills Park 2026 to 2027 Restoration and Enhancement project to conduct natural resource restoration in a total amount not to exceed \$244,145, subject to approval by the County Attorney's Office as to form.

### **PREVIOUS BOARD ACTION**

20-568; 11/17/20

25-610; 12/16/25

### **ATTACHMENTS**

Attachment: Project Map

### **BOARD GOALS**

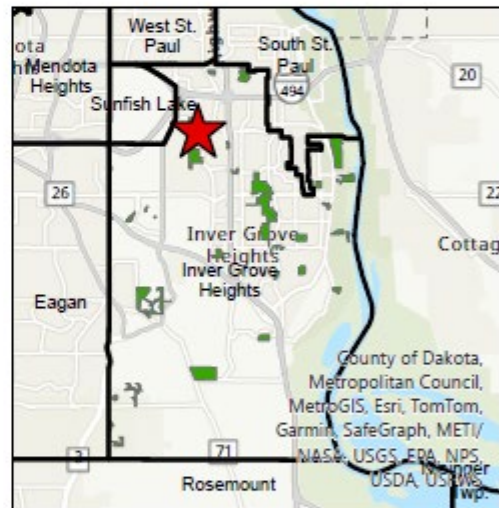
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- A Successful Place for Business and Jobs       Excellence in Public Service



### **CONTACT**

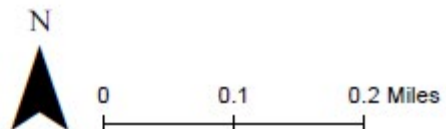
Department Head: Niki Geisler

Author: Christian Klatt

# Attachment: Project Map



-  Park Boundary
-  DC\_Roads\_Streets





# Board of Commissioners

## Request for Board Action

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Item Number: DC-5528

Agenda #: 9.7

Meeting Date: 6/9/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 47 Reconstruction In Hampton, Hampton Township, And Castle Rock Township, County Project 47-047**

### PURPOSE/ACTION REQUESTED

Authorize quick-take condemnation of right of way necessary for the reconstruction of County State Aid Highway (CSAH) 47 in Hampton, Hampton Township, and Castle Rock Township, County Project 47-047.

### SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 47-047 (Attachment: Location Map), which consists of the reconstruction of the roadway of County State Aid Highway (CSAH) 47 (Northfield Boulevard) from CSAH 86 to Trunk Highway 50. The new roadway will be constructed to modern standards and include new culverts, improved drainage, treatment of storm runoff, widened shoulders, and new turn lanes. Construction is scheduled for 2027.

The County Board previously approved the right of way acquisition for projects included in the 2025 Transportation Capital Improvement Program by Resolution No. 25-052 (January 21, 2025). This board action included authorization to make first offers based on appraised values and delegated settlement authority to the County Manager.

Dakota County is the lead agency for CP 47-047 design and right of way acquisition. Acquisition of right of way from 46 private parcels is needed to move forward with CP 47-047. Valbridge Property Advisers has completed appraisals with a total appraised value of \$1,040,700. Offers were sent to property owners between January 28, 2026, and May 6, 2026. County staff is currently in ongoing direct negotiations with property owners to reach a settlement.

If timely acquisition by direct negotiation of all required parcels does not appear possible, staff recommends that the County Board authorize the County Attorney's Office to initiate quick-take condemnation of the remaining parcels. Efforts will be made to negotiate agreeable settlements before and after the start of the condemnation process.

### RECOMMENDATION

Staff recommends authorization for potential condemnation for right of way necessary for CP 47-047.

### EXPLANATION OF FISCAL/FTE IMPACTS

The Transportation Capital Improvement Program includes \$1,941,605 for Project 2000138 CP 47-47 Pavement Preservation TH 3/TH 50. There is sufficient project budget available for the estimated right of way acquisitions.

**2000138 Pavement Preservation TH 3/TH 50**

Funding Source	Total Approved Budget	Available Budget
Transportation Fund Balance	\$28,790	\$0
Wheelage Tax	\$300,000	\$174,153
Transportation Sales & Use Tax	\$1,612,815	\$1,252,371
<b>Total</b>	<b>\$1,941,605</b>	<b>\$1,428,020</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 47-047; and

WHEREAS, CP 47-047 is the reconstruction of County State Aid Highway (CSAH) 47 (Northfield Boulevard) from CSAH 86 to Trunk Highway (TH) 50 in Hampton, Hampton Township, and Castle Rock Township; and

WHEREAS, Dakota County is the lead agency for CP 47-047, with right of way acquisition necessary in 2026 for construction to begin in the spring of 2027; and

WHEREAS, the County has been utilizing public engagement for this project, which was initiated with a public open house hosted on March 17, 2025; and

WHEREAS, the acquisition of 46 private property parcels identified in Dakota County Right of Way Map No. 517 by the County is necessary to move forward with the CP 47-047:

PARCEL	OWNER	
1	ADAM W. & STEPHANIE C. OTTE	9,775 (PE)
2	THOMAS OTTE	60,257 (PE) 24,846 (TE) 42,755 (DU)
3	THOMAS OTTE	97,227 (PE) 9,315 (TE)
4	LAURA V. SKLUZACEK REVOCABLE TRUST	21,686 (PE) 1,864 (TE)
5	BRADLEY WILLE, JEFFREY WILLE, PAMELA A. CARLSON	25,167 (PE) 8,706 (TE)
6	THE NICHOLAS H. NIEBUR AND MARY ANN NIEBUR TRUST	49,865 (PE) 35,391 (TE)
7	WELLSPRING SERIES TRUST	90,349 (PE) 106,613 (TE)
8	HAMPTON FARM ACRES	33,665 (PE) 5,988 (TE)
9	HAMPTON FARM ACRES	24,403 (PE) 2,717 (TE)
10	TIMOTHY J. & GWEN J. VAN EPS	15,664 (PE)
11	DOUGLAS J. WILLE	77,300 (PE) 17,987 (TE)
12	TIMOTHY & SUSAN MULVIHILL	150,649 (PE) 61,332 (TE) 57,789 (DU)
13	REBECCA & VERNON VOLKERT REVOCABLE TRUST	21,165 (PE) 12,211 (TE)

14	THE KENNETH & KATHLEEN BETZOLD LIVING TRUST	11,028 (PE)	250 (TE)
16	PATRICIA B. GOUNAIKIS REVOCABLE TRUST	14,410 (PE)	450 (TE)
17	CLARENCE D. JOHNSON JR. & MARION B. JOHNSON	20,555 (PE)	1,953 (TE)
18	MALLORY & ASHLEY BETZOLD, KELSEY D. YORKS	61,365 (PE)	10,340 (TE)
19	ALLEN C. & SHERYL K. WUTSCHKE	7,154 (PE)	1,320 (TE)
20	ALLEN C. & SHERYL K. WUTSCHKE	4,303 (PE)	725 (TE)
21	STEPHEN & ERIN MEYER	6,000 (PE)	
22	DOUGLAS J. WILLE	963 (PE)	283 (TE)
23	STEVEN & ANNA FLEMING	27,911 (PE)	1,527 (TE)
24	KENNETH MICHAEL BAUCH & BRENDA BAUCH MOYER	9,599 (PE)	
25	JOSEPH T. WERNER	4,480 (PE)	
28	RICHARD L. OZMENT	2,193 (PE)	1,578 (TE)
29	THE DAVID FINNEGAN 2012 IRREVOCABLE TRUST	23,679 (PE)	1,622 (TE)
30	RYAN BJORNSTAD FINNEGAN	3,277 (PE)	
32	CHAZ IRRTHUM		615 (TE)
33	DALE H. RADMAN		129 (TE)
34	STACEY PATRICK & DARYL PATRICK		500 (TE)
35	LEIGH ARNOLDY		620 (TE)
36	ADAM NICHOLAS GIRGEN		555 (TE)
37	KERRIE L. & JEFFREY M. WHIPPLE		650 (TE)
38	RANDY R. HARTL & ANITA M. ALBARADO		500 (TE)
39	DOROTHY S., JOHN F., AND CHRISTOPHER J. FEIDT		1,375 (TE)
40	HAROLD M. & TARA J. SMITH		1,150 (TE)
41	COUNTY OF DAKOTA	17,784 (PE)	34,095 (DU)
42	STELLA C. NIEBUR	3,790 (PE)	892 (TE)
45	BARBARA J. & DENNIS C. BOLAN	50,833 (PE)	7,725 (TE)
46	THE DARYL B. STOKESBARY REVOCABLE TRUST	25,624 (PE)	3,908 (TE)
47	MALLORY & ASHLEY BETZOLD, KELSEY YORKS	51,308 (PE)	29,419 (TE) 15,609 (DU)
48	TIMOTHY M. & SUSAN C. MULVIHILL	27,235 (PE)	3,861 (TE)
49	COREY D. BAIERL	3,148 (PE)	692 (TE)
50	JAMES N. & LINDA M. SCHILLER	38,311 (PE)	4,927 (TE)
51	TIMOTHY M. & SUSAN C. MULVIHILL	13,873 (PE)	3,804 (TE)
52	TIMOTHY M. & SUSAN C. MULVIHILL	2,117 (PE)	538 (TE)

; and

WHEREAS, the parcels have been appraised, and offers were prepared and sent for a total appraised value of \$1,040,700; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it may be necessary for the County Board to authorize the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow for a spring 2027 start date; and

WHEREAS, parcels that have settled through negotiation prior to the date required for filing the condemnation petition will not be included.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow a spring 2027 start date in the event that timely acquisitions by direct negotiations of all

parcels do not appear possible.

**PREVIOUS BOARD ACTION**

25-052; 01/21/25

**ATTACHMENTS**

Attachment: Project Location Map

**BOARD GOALS**

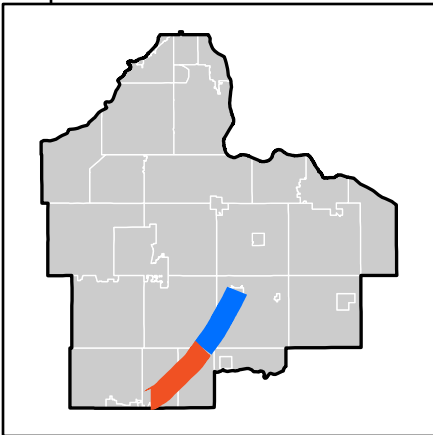
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- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Erin Laberee

Author: Kevin Krech

ATTACHMENT: PROJECT LOCATION MAP



- █ County Project 47-47 (2027 Construction)
- █ County Project 47-48 (2028 Construction)



Copyright 2025, Dakota County  
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5627

Agenda #: 9.8

Meeting Date: 6/9/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Easement Agreement With Enterprise Terminals & Storage, LLC And Encroachment Agreement With Enterprise Products Operating, LLC For County Project 32-65 And Amend 2026 Transportation Capital Improvement Program Budget For Right Of Way**

### PURPOSE/ACTION REQUESTED

- Authorize execution of an Easement Agreement with Enterprise Terminals & Storage, LLC.
- Authorize execution of an Encroachment Agreement with Enterprise Products Operating LLC.
- Authorize amendment of the adopted 2026 Transportation Capital Improvement Program (CIP) Budget for right of way.

### SUMMARY

Dakota County and the City of Inver Grove Heights are proceeding with County Project (CP) 32-65, reconstruction of 117th Street East, which includes roadway, drainage, utility, and safety improvements. Enterprise Products Operating, LLC owns petroleum pipelines and facilities located within private easements that the project must cross. An Encroachment Agreement is required to define construction requirements and pipeline protection measures within the vicinity of the pipeline and facilities.

The County acquired permanent and temporary easements for County Project 32-65 through condemnation proceedings over a parcel owned by Enterprise Terminals & Storage, LLC (District Court File 19HACV242345). As part of the resulting just compensation settlement, the County and Enterprise Terminals & Storage, LLC negotiated specific conditions that must be documented in the Easement Agreement. These conditions include terms governing the use of the Permanent Road Easement, Drainage and Utility Easement, and Temporary Construction Easement; requirements to maintain access to Enterprise's parcel during construction; obligations for the County to restore all disturbed areas; indemnification provisions to the extent permitted by law and consistent with Minn. Stat. § Ch. 466; and insurance requirements for the County's contractor consistent with project specifications. These terms reflect the agreed-upon conditions incorporated into the settlement and are necessary to support construction activities within and adjacent to Enterprise's easement areas.

### Encroachment Agreement

- Required due to construction activity within 25 feet of the pipeline.
- Requires Enterprise Products Operating, LLC field representative on site for excavation or heavy equipment operations.
- Prohibits vibratory compaction within 25 feet of the pipeline.

- Requires minimum soil cover, controlled excavation, and pipeline support.
- Requires the County to restore and maintain areas impacted by construction.
- Contains indemnification (to the extent permitted by law and without waiving the limitations of Minn. Stat. § Ch. 466).

These agreements are necessary to proceed with construction in areas crossing Enterprise pipeline easements.

**RECOMMENDATION**

Staff recommends execution of the Easement Agreement with Enterprise Terminals & Storage, LLC; execution of the Encroachment Agreement with Enterprise Products Operating LLC; and amendment of the adopted 2026 Transportation CIP Budget to provide the additional ROW funding necessary to support the Enterprise easement and encroachment requirements for CP 32-65.

**EXPLANATION OF FISCAL/FTE IMPACTS**

A Capital Improvement Program (CIP) budget amendment is required for CP 32-65 because the combined cost of right of way appraisals and negotiated settlements is projected to exceed the currently programmed amount in the adopted 2026 Transportation CIP Budget. The appraised values for all required parcels and easements total \$2,207,100, while the anticipated negotiated settlement amounts total \$3,513,000, resulting in a funding gap and required budget amendment of \$1,305,900. Additional right of way-related project costs, including title services, permit fees, attorney time, and potential condemnation proceedings, further contribute to the overall funding need.

Right of way acquisition costs are trending higher than initial estimates due to ongoing negotiations involving several large remaining parcels, which historically settle above their appraised values. Additional funding is necessary to continue right of way acquisition activities through summer 2026 and to maintain the project schedule, including the planned advertisement date of September 2026.

Therefore, a budget amendment of \$1,305,900 is recommended to fully fund the anticipated settlement differences and associated right of way project costs.

Sufficient funds are available in the Transportation Sales and Use Tax (SUT) Fund to support this amendment.

County Project 32-65 - CIP Funding Summary

Funding Source	Total Approved Budget	Available Budget
Transportation Sales & Use Tax	\$2,578,262	\$0
2023 Transportation CIP (City)	\$534,000	\$319,673
2024 Transportation CIP (City)	\$5,200,000	\$0
2024 Transportation CIP (Federal)	\$8,000,000	\$0
2024 Transportation CIP (Transportation Advancement Account)	\$1,678,410	\$0
2024 SUT Transportation CIP	\$4,021,590	\$0
2023 SUT Transportation CIP	\$1,026,000	\$0
<b>Total Approved Budget</b>	<b>\$23,038,262</b>	<b>\$319,673</b>

Budget Amendment

Additional Funding Needed: \$1,305,900

Revised Total Project Budget: \$24,344,162

- None             Current budget             Other  
 Amendment Requested             New FTE(s) requested

**RESOLUTION**

WHEREAS, Dakota County (County) and the City of Inver Grove Heights are proceeding with County Project (CP) 32-65 to reconstruct 117th Street East to provide a safe and efficient transportation system; and

WHEREAS, Enterprise Products Operating, LLC owns and operates petroleum pipelines and related facilities within private easements that CP 32-65 construction activities must cross; and

WHEREAS, an Encroachment Agreement is required to define construction requirements, pipeline protection measures, restricted activities, and the presence of Enterprise Products Operating, LLC field representatives during construction activities on CP 32-65 occurring within or near the pipeline corridor; and

WHEREAS, the County acquired necessary permanent and temporary easements across Enterprise Terminals & Storage, LLC's property through eminent domain (District Court File No. 19HA-CV-24-2345); and

WHEREAS, an Easement Agreement is required to document certain conditions negotiated as part of the just compensation settlement between the County and Enterprise Terminals & Storage, LLC for the acquisition of the permanent and temporary easements acquired over Enterprise Terminals & Storage, LLC's property for CP 32-65; and

WHEREAS, right of way acquisition costs for CP 32-65, including appraisals, negotiated settlements, title services, fees, and potential condemnation proceedings, are projected to exceed the amount currently programmed in the adopted 2026 Transportation Capital Improvement Program (CIP) Budget; and

WHEREAS, the combined appraised value of required parcels/easements is \$2,207,100, the anticipated combined negotiated settlement amount is \$3,513,000, and additional project-related right of way costs create a total funding gap of \$1,305,900; and

WHEREAS, sufficient funding is available in the Transportation Sales and Use Tax Fund to support a CIP amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute an Easement Agreement with Enterprise Terminals & Storage, LLC for County Project 32-65, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes

the County Board Chair to execute an Encroachment Agreement with Enterprise Products Operating, LLC for County Project 32-65, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Transportation Capital Improvement Program Budget is hereby amended to include additional funds for County Project 32-65 as follows:

**Expense**

County Project 32-65	<u>\$1,305,900</u>
<b>Total Expense</b>	<b>\$1,305,900</b>

**Revenue**

Transportation Sales and Use Tax	<u>\$1,305,900</u>
<b>Total Revenue</b>	<b>\$1,305,900</b>

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Location Map

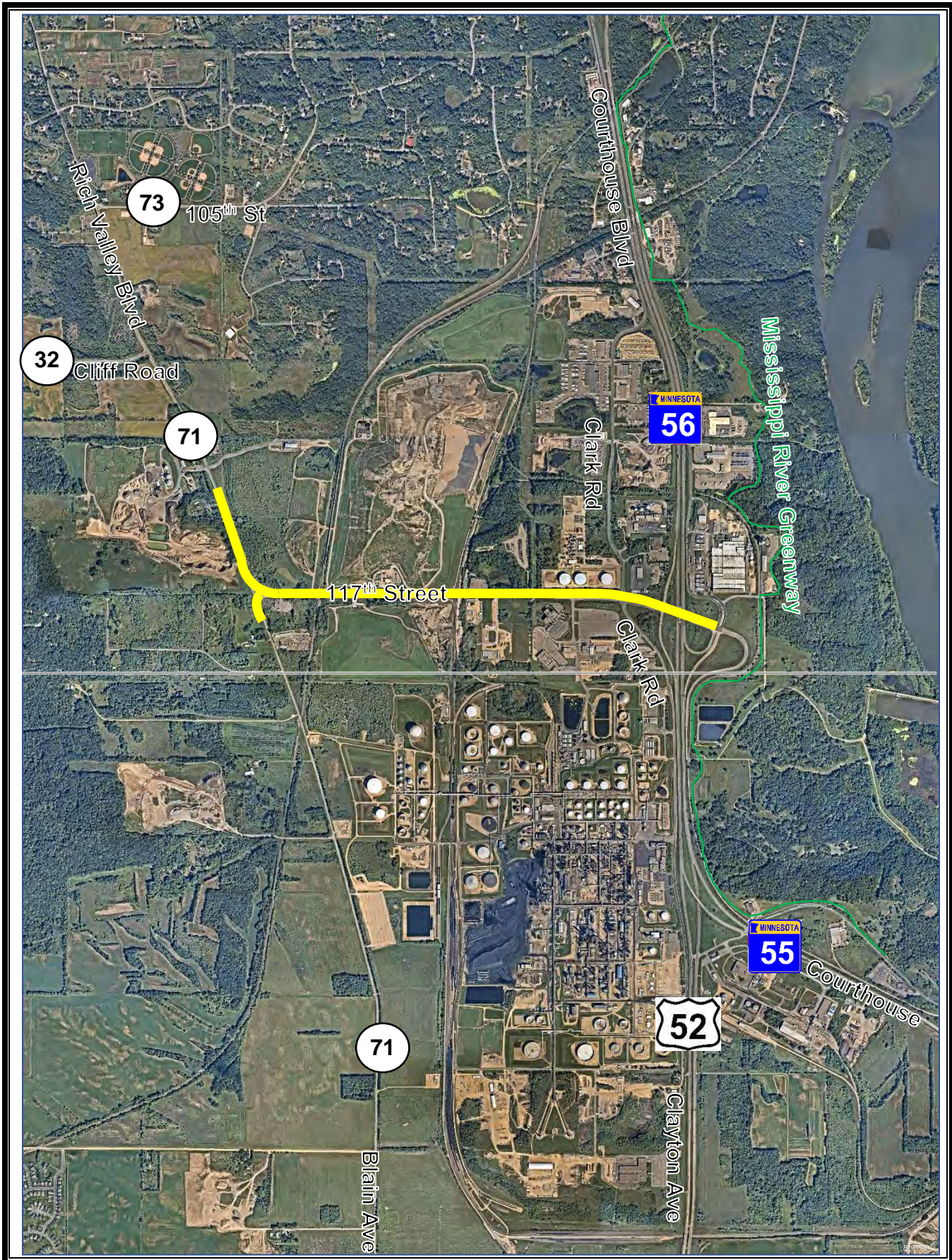
**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Erin Laberee

Author: John Sass



**County Project 32-65**



# Board of Commissioners

## Request for Board Action

Item Number: DC-5639

Agenda #: 9.9

Meeting Date: 6/9/2026

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Second Contract Amendment With SRF Consulting Group, Inc., For Additional Contract Costs For Trail Construction On Butler Avenue In West St. Paul, County Project 04-17**

### PURPOSE/ACTION REQUESTED

Authorize execution of the second amendment to the contract with SRF Consulting Group, Inc., (SRF) for additional construction administration and inspection services.

### SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County has constructed a trail along Butler Avenue from Robert Street to Trunk Highway (TH) 52 to provide safe pedestrian access to Thompson Park and the surrounding area. A location map is attached. The project began in August 2025 and was substantially complete in December 2025. However, there is still work remaining to be done in 2026 that was not anticipated: specifically, completing the retaining wall on the north side east of Sperl Street. It was determined that building the wall higher would improve the slope behind the wall. This work will be done this spring.

The cost of the additional construction administration and inspection amounts to \$18,883. This amendment will bring the total contract amount to \$271,481, based on an additional two weeks of construction.

Summary of attached amendment:

• Construction Administration	\$ 4,120
• Construction Inspection	\$14,400
• Non-Salary Expenses	<u>\$ 363</u>
Total	\$18,883

The project was awarded to SRF Consulting Group, Inc., on August 12, 2025. The first amendment allowing for additional time due to St. Paul Regional Water Services working in the area and private utility relocations was approved on February 3, 2026.

### RECOMMENDATION

Staff recommends authorizing a contract amendment with SRF Consulting Group, Inc., in the amount of \$18,883 for additional costs in construction administration and inspection.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The Transportation Capital Improvement Program included \$3.4 million for the construction of the trail, funded by the State Transportation Advancement Account (TAA), wheelage tax, Transportation Fund balance, and cost sharing with the City of West St. Paul. Sufficient funds are available for the recommended contract amendment.

Project 04-17 Trail Gap: County Road 4 (Butler Avenue) from TH 952 (Robert Street) to TH 52 in West St. Paul.

Funding Source	Total Budget	Available Budget
City of West St. Paul	\$420,871	\$0
TAA	\$700,000	\$0
Wheelage Tax	\$1,800,000	\$380,149
Transportation Fund Balance	\$488,820	\$488,820
<b>Total</b>	<b>\$3,409,691</b>	<b>\$868,969</b>

- None       Current budget       Other  
 Amendment Requested       New FTE(s) requested

**RESOLUTION**

WHEREAS, to promote a safe and efficient transportation system throughout the county, Dakota County has constructed a trail along Butler Avenue from Robert Street to Trunk Highway 52; and

WHEREAS, SRF Consulting Group, Inc., was contracted to do construction management and inspection; and

WHEREAS, the contract has increased due to work remaining to be done in 2026; and

WHEREAS, staff recommends authorizing the execution of an amendment to the contract with SRF Consulting Group, Inc., in the amount of \$18,883; and

WHEREAS, sufficient funds are available in the 2025 Transportation Capital Improvement Program Adopted Budget for the recommended contract amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a second amendment to the contract with SRF Consulting Group, Inc., in the amount of \$18,883 for additional construction management and inspection for County Project 04-17, subject to the approval of the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

25-378; 08/12/25

26-065; 02/03/26

**ATTACHMENTS**

Attachment: Location Map

Attachment: Amendment No. 2

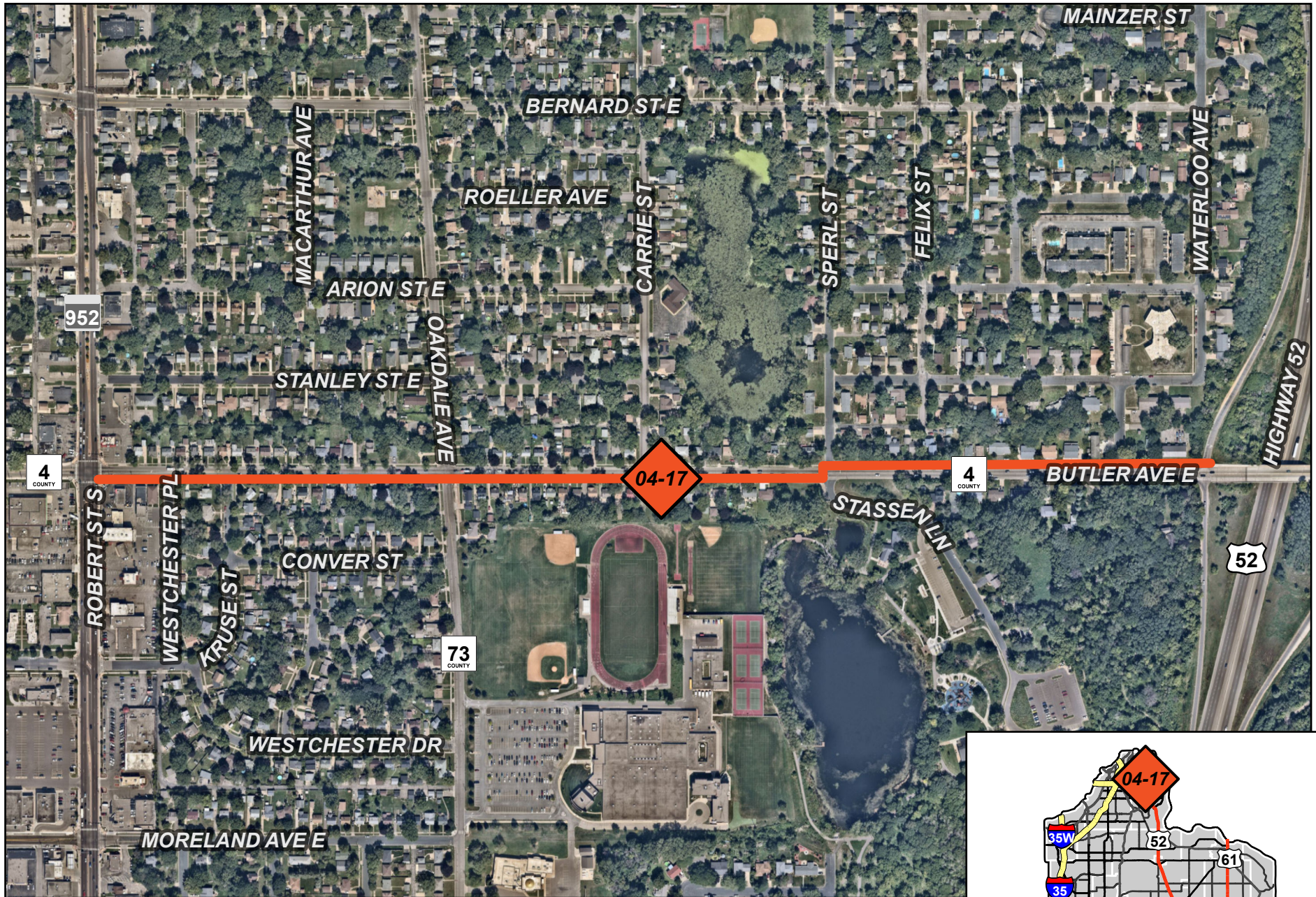
**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

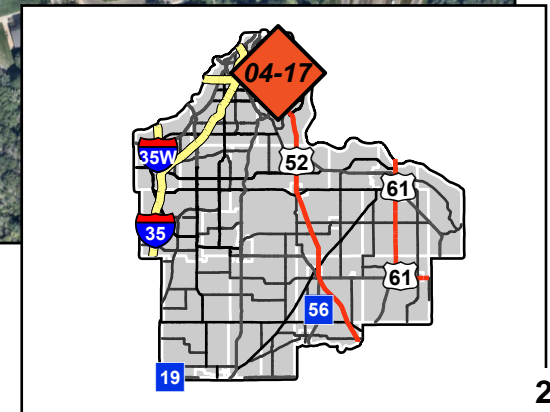
**CONTACT**

Department Head: Erin Laberee

Author: Jeannine Briol



— Project Area: Multiuse Trail / Mill and Overlay





April 21, 2026

Jeannine Briol, P.E.  
Construction Engineer  
Dakota County  
14955 Galaxie Ave  
Apple Valley, MN 55124

Subject: Amendment Number 2 - Construction Management Services for Butler Avenue Improvement Project (CP 01-17), Dakota County

Dear Jeannine Briol:

This Amendment Number 2 (the "Amendment") is issued under the Professional Services Agreement entered into on September 29, 2025, between Dakota County and SRF Consulting Group, Inc.

## Scope of Services

The Services performed by SRF under this Amendment ("Additional Services") are set forth in Attachment B-2, attached hereto, and incorporated into the Original Agreement. Our scope of work included construction contract administration and construction inspection.

As noted in the Original Agreement, our services are highly dependent on factors outside our control, including the contractor's schedule and the project oversight required. Our previous scope and cost were based on the following items that required additional efforts beyond what was anticipated:

- Our Amendment 1 cost proposal was based on an anticipated project completion of November 14, 2025. With a revised contractor schedule, construction work remaining in Spring 2026 is anticipated to include two weeks of additional work.

## Basis of Payment/Budget

The Services performed by SRF under this Amendment shall not exceed \$18,882.50, including the project costs and reimbursable expenses (the "Amendment Maximum") in accordance with the rates provided in the Fee Schedule Attached as Attachment B-2.

Notwithstanding any provision to the contrary, the total compensation payable to SRF for all services and expenses under this Agreement shall not exceed \$271,480.50 (the "Contract Maximum").

## Amendment

Except as modified by this Amendment, all terms and conditions of the Proposal and any previous amendments shall remain in full force and effect.

## Acceptance/Notice to Proceed

We anticipate Dakota County will prepare an amendment to our current professional services agreement.

We appreciate your consideration of this Amendment and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Dan Herzog, PE  
Sr. Project Manager



Bob Moore  
Vice President


DH/BM/ajs

Attachment(s):

Attachment B-2: Work Hour and Person Hour Estimate

**This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.**

*H:\Projects\19000\19428\Management\Contracts\Amendment\Amendment 2\19428-Amendment-No.2.docx*

<p><b>SRF Consulting Group, Inc.</b>                  Client: Dakota County                  Project: Butler Avenue Improvements                  Amendment 2</p> <p>Subconsultants: Braun Intertec</p>	<p><b>Attachement B-2: Work Tasks and Person-Hour Estimates</b></p>	
		19428

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>									
1.0	Construction Administration	<p><u>Project Overview:</u>                  SRF Consulting Group, Inc. (SRF) has been assisting the County by administering the construction contract for the Butler Avenue Improvements project. Construction is active and progressing towards substantial completion. Amendment 2 is for additional services proposed to continue administering the project to the final closeout.</p>								
2.0	Construction Inspection									
3.0	Construction Survey Staking									
4.0	As-Builts									
5.0	Public Engagement									
<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PROF. VIII-VII</u>	<u>PROF. VI</u>	<u>PROF. II</u>	<u>TECH. V</u>	<u>TECH. IV</u>	<u>TECH. II</u>	<u>SUPPORT</u>	<u>TOTALS</u>	<u>EST. FEE</u>
	<b>General Assumptions</b> See Original Professional Services Agreement and Amendment 1 for initial scope. Services herein are proposed additional effort to complete similar scope of services to support County as Original PSA. Additional hours are based on 2 additional weeks of construction									
1.0	<b>Construction Administration</b> See Original PSA and Amendment 1 - Task 1.0 for Task Summary. Additional hours are based on 2 additional weeks at 10 hours/week for the Project Engineer.									
1.1	Construction Administration:		20	-	-	-	-	-	20	\$4,120.00
	<b>SUBTOTAL - TASK 1</b>	0	20	0	0	0	0	0	20	\$4,120.00
2.0	<b>Construction Inspection</b> See Original PSA and Amendment 1 - Task 2.0 for Task Summary. Additional hours are based on 2 additional weeks at 40 hours/week for the Project Inspector.									
2.1	Construction Inspection:	-	-	-	-	80	-	-	80	\$14,400.00
	<b>SUBTOTAL - TASK 2</b>	0	0	0	0	80	0	0	80	\$14,400.00
3.0	<b>Construction Survey Staking</b> No Change - See Original PSA and Amendment 1 - Task 4.0 for Task Summary									
3.1	Construction Survey Staking will include the following:	-	-	-	-	-	-	-	0	\$0.00
	<b>SUBTOTAL - TASK 3</b>	0	0	0	0	0	0	0	0	\$0.00
4.0	<b>As-Builts</b> No change. See Original PSA - Task 4.0 for Task Summary									
4.1	As-builts:	-	-	-	-	-	-	-	0	\$0.00
	<b>SUBTOTAL - TASK 4</b>	0	0	0	0	0	0	0	0	\$0.00
5.0	<b>Public Engagement</b> No change. See Original PSA - Task 5.0 for Task Summary									
5.1	Public Engagement shall include the following:	-	-	-	-	-	-	-	0	\$0.00
	<b>SUBTOTAL - TASK 5</b>	0	0	0	0	0	0	0	0	\$0.00





# Board of Commissioners

## Request for Board Action

Item Number: DC-5671

Agenda #: 9.10

Meeting Date: 6/9/2026

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend 2026 Transportation Capital Improvement Program Budget For Kenwood Trail Mill And Overlay And Execute Joint Powers Agreement With City Of Lakeville, County Project 50-047**

### PURPOSE/ACTION REQUESTED

Authorize amending the 2026 Transportation Capital Improvement Program (CIP) Budget to include County Project 50-047, Kenwood Trail (CSAH 50) Mill and Overlay, and authorize execution of a joint powers agreement (JPA) with the City of Lakeville for project development and delivery.

### SUMMARY

Capital Project 50-047 (Kenwood Trail / CSAH 50 Mill and Overlay) was identified after adoption of the 2026 Transportation Capital Improvement Program and was not included in Resolution 26-039 on January 20, 2026. The project will be packaged with Capital Project 9-65, the reconstruction of Dodd Boulevard (CSAH 9) from 208th Street to CSAH 50 in Lakeville, to improve delivery efficiency, coordinate construction schedules, and reduce staging impacts to the traveling public. Pavement condition review determined that the CSAH 50 corridor between Holyoke Avenue and Kenwood Trail is an appropriate mill-and-overlay candidate that aligns with this coordination.

A JPA with the City of Lakeville is required to define design coordination, lead agency responsibilities, cost participation, and construction administration for the combined work. Entering JPAs with cities for Transportation CIP projects is standard County practice and is consistent with the Board's 2026 authorization permitting execution of JPAs with cities to support CIP project delivery.

### RECOMMENDATION

Staff recommends the County Board authorize establishment of Capital Project 50-047, amend the 2026 Transportation CIP Budget, and authorize execution of a JPA with the City of Lakeville for project planning, design, and construction coordination.

### EXPLANATION OF FISCAL/FTE IMPACTS

The proposed project design and right of way budget for Capital Project 50-047 is \$450,000, funded by County State Aid Highway (CSAH) and City of Lakeville funds in accordance with County cost participation policies for mill-and-overlay pavement preservation. No new FTEs are requested.

### CP 50-047 Kenwood Trail (CSAH 50) Mill and Overlay

Funding Source	Total Approved Budget	Available Budget
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CSAH	\$360,000	\$360,000
City of Lakeville	\$90,000	\$90,000
<b>Total</b>	<b>\$450,000</b>	<b>\$450,000</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, Capital Project 50-047 Kenwood Trail (CSAH 50) Mill and Overlay was not included in the adoption of the 2026 Transportation Capital Improvement Program (CIP) by Resolution No. 26-039 on January 20, 2026; and

WHEREAS, Dakota County has identified the need to complete a pavement preservation mill-and-overlay project along Kenwood Trail (CSAH 50) and package it with Capital Project 9-65 to improve efficiency and reduce construction impacts; and

WHEREAS, joint powers agreements with cities are standard instruments required to deliver Transportation Capital Improvement Program projects and are consistent with existing Board-approved practices, including approval to execute joint powers agreements with cities to accomplish Transportation CIP projects; and

WHEREAS, execution of a joint powers agreement with the City of Lakeville is necessary to define roles, responsibilities, and cost participation for Capital Project 50-047; and

WHEREAS, County State Aid Highway funds are available to fully fund this pavement preservation project in accordance with County policy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the addition of Capital Project 50-047 Kenwood Trail (CSAH 50) Mill and Overlay; and

BE IT FURTHER RESOLVED, That the 2026 Transportation Capital Improvement Program is amended as follows:

<b>Expense</b>	
County Project 50-047	<u>\$450,000</u>
<b>Total Expense</b>	<b>\$450,000</b>

<b>Revenue</b>	
City of Lakeville	\$90,000
CSAH	<u>\$360,000</u>
<b>Total Revenue</b>	<b>\$450,000</b>

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager, Physical Development, or designee, to execute a joint powers agreement with the City of Lakeville for the planning, design, and construction coordination of Capital Project 50-047, subject to approval by the County Attorney’s Office as to form.

**PREVIOUS BOARD ACTION**

26 039; 1/20/26

**ATTACHMENTS**

Attachment: Draft Joint Powers Agreement

Attachment: Project Location Map

**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Erin Laberee

Author: John Sass

**TRAFFIC ANALYSIS/CORRIDOR STUDY/PRELIMINARY ENGINEERING/FINAL  
DESIGN ENGINEERING/RIGHT-OF-WAY/CONSTRUCTION/MAINTENANCE, AND COST  
PARTICIPATION**

**BETWEEN**

**THE COUNTY OF DAKOTA**

**AND**

**THE CITY OF LAKEVILLE**

**FOR**

**DAKOTA COUNTY PROJECT NO. 9-65; 50-47; and 9-67**

**CITY OF LAKEVILLE PROJECT NO(S). 26-04, 26-15A, 28-04**

*SYNOPSIS: Dakota County and the City of Lakeville agree to partner on (1) reconstruction of CSAH 9 (Dodd Blvd) from 208th St to CSAH 50 (Kenwood Trail) (CP 9-65), (2) a Kenwood Trail (CSAH 50) mill-and-overlay packaged with CP 9-65 (CP 50-47), and (3) reconstruction of CSAH 9 (Dodd Blvd) from CSAH 70 (215th St) to south of 210th St (CP 9-67). All cost participation will follow the Dakota County 2040 Transportation Plan (July 2021) policies, including F.1 (Replacement/Modernization), F.3 (Right-of-Way), F.4 (Traffic Signals), F.7 (Storm Sewer System Maintenance), and F.17 (Traffic Signal & Street Lighting Power). For CP 9-65, City of Lakeville is lead; target completion 2027. For CP 9-67, City of Lakeville is lead; target completion 2028. CP 50-47 will be packaged with CP 9-65 in a shared plan set while using a separate State Aid Project (SAP) number for state aid review and funding distribution.*

THIS JOINT POWERS AGREEMENT ("Agreement"), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Lakeville ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party", and witnesses the following:

WHEREAS, under Minn. Stat. §§ 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and City are proceeding with CP 9-65, CP 50-47, and CP 9-67; and

WHEREAS, CP 9-65 is modernization of CSAH 9 (Dodd Boulevard) between 208th Street and CSAH 50 (202nd Street) and includes reconstruction as a 2-lane divided highway and trails along both sides, with drainage and safety improvements, the City of Lakeville is the lead agency; and

WHEREAS, CP 50-47 (Kenwood Trail M&O) will perform a 2-inch mill-and-overlay on CSAH 50, included in the CP 9-65 plan set but tracked under a separate State Aid Project No., with the east terminus near the Holyoke Ave roundabout and overlay-specific survey/ADA ramp verification consistent with County practice.

WHEREAS, County Project 9-67 is modernization of CSAH 9 (Dodd Boulevard) between CSAH 70 (215th Street) and 210th Street, the project includes a 2-lane divided highway and trails along both sides, with drainage and safety improvements; and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete preliminary and final design, right-of-way acquisition, construction, administration, and maintenance of the Project, as well as to determine each Parties' respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said preliminary engineering, final design engineering, right of way acquisition, construction, maintenance, per the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021); and

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021), jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. For CP 9-65 and CP 9-67, City of Lakeville will serve as Lead Agency for design, Right of Way acquisition, construction, construction administration, and closeout. The County will concur with award prior to City award of the construction contract, consistent with the template guidance.

For CP 50-47, the Parties agree to package the mill-and-overlay with CP 9-65 within a single plan set while using a separate SAP number for state aid review and funds distribution. Lead agency may be City (to maintain a unified bid package); the County concurs with award prior to City award. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.

2. Preliminary Engineering. "Preliminary "Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:
  - Surveying and mapping.
  - Engineering studies and reports
  - Public involvement process
  - Environmental reports
  - Geotechnical information
  - Drainage designs
  - Lighting and signal designs

- Utility Identification and coordination
- Traffic evaluation of various alternatives
- Preliminary layouts (30% Plans)
- Plans, specifications, project manual, and contract documents
- Final MnDOT approved layout (100% plans) and construction cost estimate
- Construction administration

Cost participation for engineering shall follow County Policy F.1 for eligible roadway improvements.

3. Engineering. Engineering costs shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.
4. Plans, Specifications and Award of Contract. The City is the lead agency and will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the construction contract to the lowest responsive and responsible bidder with County concurrence in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The construction contract shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

5. Street Lighting, Trail Lighting and Maintenance Costs. Upon completion of the Project, electrical power necessary for the operation of the streetlights (including roundabout lighting, trail lighting and underpass lighting) and maintenance of the streetlights will be provided in accordance with County policies included in the current adopted 2040 Dakota County Transportation Plan (July 2021) Policy F.17 Street Lighting Maintenance.
6. Right of Way. If any easements are necessary for completion of the Project during construction, City, as the lead agency, will undertake all actions necessary to acquire, including but not limited to, temporary highway right-of-way, wetland damage mitigation and banking, drainage and ponding, and water pollution control best management practices for the Project. The costs of acquiring any necessary right-of-way for the Project, shall be shared based on the County's and City's share of the final construction costs in accordance with the current Dakota County 2040 Transportation Plan (July 2021) and Cost Participation policy F.3 Right-of-Way.

If necessary, the County shall convey to the City, at no cost, all necessary permanent highway and temporary easements, on forms approved by the County Attorney's office, on all adjacent County -controlled real property for Project purposes. Additionally, if necessary, the County shall convey rights to the City, at no cost, all public easements, and rights-of-way necessary for Project purposes, including the right to grade within drainage and utility easements as necessary. Any right-of-way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right of way needed for the highway improvements shall be the responsibility of the City.

7. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this

Agreement or County policies included in the current adopted Dakota County 2040 Transportation Plan (July 2021). The City shall be responsible for inspecting and approving the work associated with utility repairs of storm sewer, sanitary sewer and watermain. During any construction activities on City storm sewer, sanitary sewer, or water, an inspector representing the City must be available at the site. The County and City shall be responsible for the maintenance of all such storm sewer facilities after completion of the Project in accordance with terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems* (Dakota County Contract No. C0025412). The City shall be responsible for maintaining all sanitary sewer and water facilities.

8. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.
9. Municipal (City) Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project. The costs for any such work shall be the responsibility of the City.
10. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) cost share policies Appendix A (Attachment A) policies F.1 through F.19, the County will participate in the Project as defined below after deducting federal and state cost participation amounts. It is understood that the Opinion of Cost Participation reflects an estimated cost share at the time of Agreement execution. Final costs will be based on actuals at the time of construction.

Details regarding the project as it applies to the cost share policy are noted below.

**A. CP 9 65 (CSAH 9: 208th St to CSAH 50 — Reconstruction)**

- Policy F.1 Replacement/Modernization → 85% County / 15% City for eligible roadway items (turn lanes, medians, shoulders, sidewalks/trails, school zone/ped crossing lighting).
- Policy F.4. Traffic Signals: 55% County / 45% City for new signals; replacement/modernization per leg share.
- Policy F.3 Right-Of-Way: Shared per (aligned to construction shares).
- Policy F.7 Storm Sewer Maintenance/repairs during project: Per Policy F.7 (up to 80% County for leads; ≥20% for mainline, or by contributing flows).
- Policy F.17 – Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities. Lighting/Signal Power: Per Policy F.17 (County power participation proportional to County legs; City maintains streetlights).
- Policy F.2. Aesthetics: Up to 3% of County share when applicable. Policy F.2.
- Lead & Timeline: City of Lakeville lead; target completion 2027 (CIP)

**B. CP 50-47 (Kenwood Trail / CSAH 50 — Mill & Overlay, packaged with CP 9-65)**

- Policy F.1 Preservation portion / Table 4 (Mill & Overlay) County 100% of the mill-and-overlay construction cost on County highway pavement retained/rehabilitated; City is 0%; policy text explicitly states County is responsible for 100% of existing pavement retained/rehabilitated through mill & overlay.
- Packaging and SAP: Include M&O in the CP 9-65 plan set; use a separate SAP number for state aid review and fund distribution. County concurs with award prior to City award.
- Policy F.7 Cost Participation for Storm Sewer System Maintenance Technical Assumptions: 2" overlay depth; limited topo (use County planimetrics & high-def aeriels); survey ADA ramps; "adjust" quantity for castings/valves; City inspects storm sewer/water/sanitary; County cost share eligible for storm sewer adjustments per F.7; water/sanitary are 100% City.
- Termini: East terminus near Holyoke Ave roundabout (tie-in to 2019 RAB project limits); west terminus at CP 9-65 reconstruction end. (Email clarifications

**C. CP 9-67 (CSAH 9: CSAH 70 to south of 210th St — Reconstruction)**

- Policy F.1. Replacement/Modernization → 85% County / 15% City for eligible roadway items.
- Policy F.4. Traffic Signals: 55% County / 45% City leg-based for replacement/modernization
- Policy F.3. Right-Of-Way
- Per Policy F.7 Storm Sewer
- Per Policy F.17 Lighting/Signal Power
- Lead & Timeline: City of Lakeville lead; target completion 2028 (CIP).

11. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

- At construction plan milestones (30%/60%/90%/Final)
- Prior to advertising a construction contract;
- After bid opening (prior to contract award);
- During construction if total contract changes exceed \$25,000;
- Once per year following the construction season until the Project is complete.

Project cost estimate updates include actual and estimated costs for engineering costs, right-of-way acquisition, utility relocation, construction, and administration.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

12. Payment. The City shall administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as Project work progresses and when certified by the City. After the construction contract has been awarded, the City shall invoice the County 95% of the County's estimated construction costs based on awarded contract amount. Upon Project completion, the City shall reconcile the final contract amount and invoice the County for any additional amount

owed under this Agreement. In the event the County owes payment to the City, then the City shall invoice the County for the amount owed. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

13. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each Party prior to execution of work. The City's appointed representative is Zach Johnson and the County's appointed representative is Erin Laberee, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
14. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
15. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent amendment, it will not extend beyond December 31, 2033.
16. Final Acceptance. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City infrastructure. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.

17. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City ship-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way.
18. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way.
19. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems* (Dakota County Contract No. C0025412).
20. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails shall be provided in accordance with the policies of the Dakota County 2040 Transportation Plan (July 2021). The County shall be responsible for the costs of trail resurfacing or reconstruction in accordance with the policies within the Dakota County 2040 Transportation Plan (July 2021).
21. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly

restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.

22. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.

23. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

24. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or

omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

25. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

26. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County 2040 Transportation Plan (July 2021) after completion of the construction provided for in this Agreement.

27. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA  
Erin Laberee, Dakota County  
Engineer (or successor)  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Office: (952) 891-7100  
[Erin.Laberee@co.dakota.mn.us](mailto:Erin.Laberee@co.dakota.mn.us)

CITY OF LAKEVILLE  
Zach Johnson  
City Engineer (or successor)  
20195 Holyoke Avenue  
Lakeville, MN 55044  
Office: 952-985-4500  
[zjohnson@lakevillemn.gov](mailto:zjohnson@lakevillemn.gov)

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete two business days after the date of mailing.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

**CITY OF LAKEVILLE**

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Zachary Johnson, City Engineer

By \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DRAFT

**COUNTY OF DAKOTA**

RECOMMENDED FOR APPROVAL:

**DRAFT ONLY**

By: \_\_\_\_\_  
Erin M. Laberee, County Engineer  
Transportation Department

By: **DRAFT ONLY** \_\_\_\_\_  
Georg T. Fischer, Assistant County Manager  
Physical Development Division

Date: \_\_\_\_\_

COUNTY BOARD RESOLUTION

No.    Date:

DRAFT

The following **policies** support the goal of directing limited resources to the highest priority needs of the transportation system. Revisions to previous Plan policies are identified in Appendix A, pages A-14 through A-31.

**F.1 Cost Participation - Roadway**

For cities with populations over 5,000, the county will participate in engineering and construction costs for county highway and associated improvements as defined in Table 4 after deducting federal and state cost participation amounts, for the following cost-shared items, individually or in combination, for projects included in the adopted County CIP:

1. Highway construction.
2. Mitigation required by local, state and federal permits, including accessibility requirements.
3. Eligible storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
4. Replacement or restoration of fences, landscaping, and driveways when affected by construction.
5. Centerline drainage culverts.
6. Existing traffic signals as part of a roadway project
7. Replace or adjust sanitary sewer, water, and storm sewer systems, if required due to county highway construction.
8. Replace or adjust privately owned public utilities when utilities exist within privately held easements.
9. Eligible water pollution control best management practice items based on the county's share of contributing flows and meeting National Pollution Discharge Elimination System (NPDES) standards such as outlet structures, sedimentation basins and ponds, and temporary erosion control. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.
10. Trail and sidewalks along county highways including pedestrian crossing improvements such as beacons, median refuges and bump outs, and overpasses or underpasses, including the Transportation share of greenway crossings, as deemed necessary by the county for safe accommodation of pedestrians and bicycles in the highway right-of-way.
11. Lighting of sidewalks and trails adjacent to county highways in marked school zones and pedestrian crossings in county highways right-of-way.
12. Transit infrastructure improvements on highways, including bus pullouts, bus shelter pads, and other pedestrian facilities determined necessary to support transit.

The county will be responsible for 100 percent of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, reclamation, or other methods, as part of the final project. Applicable cost share policies will be applied to all other new construction or reconstruction involving excavation, installation, and placement of other new or reconstructed infrastructure. All other maintenance responsibilities not stated within a policy are county

responsibilities. This policy (F.1) also is applied to the county highway portion of trunk highway projects.

**Investment Goal Activities by County/City Share  
 Dakota County Highway Cost Share Policy Overview**

Please refer to individual policies for specific details.

Investment Goal	Activities	County Share	City Share	Comments	Cost Share Policy
Preservation	Paved Highway Surface Gravel Highway Surface Bridge Rehabilitation Traffic Safety and Operation Pedestrian and Bicycle Facilities Retaining Wall Rail Crossings	100%	0%		F.17 F.8
	Storm Sewer Maintenance	up to 80%		Up to 80% County for leads and up to 80% City for mainline	F.7
Management	Small Safety Projects	up to 100%			F.15
	Roundabouts	up to 85%	15%	+15% City share per City leg	F.13
	New Traffic Signals	55%	45%		F.4
Replacement and Modernization	Highway Replacement Bridge Replacement Gravel Road Paving Lane Reductions 2- to 3-Lane Modernization	85%	15%	Includes improvements such as <b>turn lanes</b> , medians, shoulders, trails, sidewalks and school zone and pedestrian crossing lighting. Does not include additional through lanes, small safety projects, traffic signals or interchanges.	F.1 F.2 F.3 F.19
	Signal Replacement and Modernization	up to 100%		Cost split per leg	F.4
Replacement and Modernization and Expansion	Aesthetics	up to 3%		Up to 3% of construction cost	F.2
Expansion	Principal Arterials - non-Freeway	85%	15%	Does not include small safety projects, traffic signals or interchanges	F.1 F.2 F.3 F.14
	10-ton Routes and 6-lane -1/2 mile spacing	75%	25%	Does not include small safety projects, roundabouts, traffic signals or interchanges	
	All Other Expansion Projects	55%	45%		
	Interchanges	avg. legs		Average of legs	

Table 4.

NOTE: The county is responsible for operation, maintenance and power cost for enhanced or dynamic signing unless otherwise noted.

**F.2 Cost Participation - Aesthetic**

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative

pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.

### **F.3 Cost Participation - Right-of-Way**

For cities with populations over 5,000, the county will participate in the cost of right-of-way for county highway and associated improvements as defined in Table 4 for existing highways where right-of-way is required for:

1. The construction of items described in F.1, (1-11), F.4 (Traffic Signals), and F.13 (Roundabouts) provided city land use decisions have supported right-of-way needs in the corridor.
2. The county's portion of storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
3. The county portion of water pollution control best management practice items based on the county's share of the contributing flows and meeting NPDES standards. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.

### **F.4 Cost Participation – Traffic Signals**

Traffic signals on county highways including construction costs for attached streetlights, interconnection, pre-emption, etc., will be eligible for the following county engineering and construction item participation after subtracting federal and/or state funds as follows:

1. New traffic signal installation, both independent installations or when included with a broader highway project, up to 55 percent county funds.
2. Existing traffic signal replacement or modernization including operational revisions for independent intersection projects such as flashing yellow arrows and pedestrian indications up to the percentage of intersection approach legs under county jurisdiction.
3. 100 percent of traffic signal removals and any directly associated intersection revision construction costs as independent or included in a broader highway project.

4. County standard for signal poles is galvanized. Initial painting and maintenance re-painting costs are aesthetic and is at city cost.

**F.5** Cost Participation Involving Federal and State Funds

Subtract from the county eligible project costs, funds received from regional federal solicitation, Trunk Highway Fund, Trunk Highway Jurisdictional Transfer Fund, or federal or state grants, with the balance of remaining costs divided according to applicable county policies.

**F.6** Cost Participation for Populations Less Than 5,000

Pay all costs for eligible construction and reconstruction for county highway improvements in cities with populations less than 5,000 and all townships.

**F.7** Cost Participation for Storm Sewer System Maintenance

Share the cost of city maintenance of the following elements of county transportation facility storm water drainage systems:

1. Roadway catch basins and pipes connecting catch basins to mainline pipes are eligible for up to 80 percent county participation, or the county share of contributing flows, whichever is less.
2. Mainline pipes at a minimum of 20 percent or the county's share of contributing flows, whichever is greater.
3. Storm water treatment and mitigation facilities based on the county's share of contributing flows.
4. To be eligible for county participation, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide storm water roles and cost responsibilities. These cost share agreements are for actual repair and replacement projects and not for routine maintenance activities such as cleaning.
5. To be eligible for county participation, storm sewer repair and maintenance projects must be included in the currently adopted CIP or be approved by the county prior to incurring costs.

**F.8** Multi-Use Trails and Sidewalk Maintenance

Participate in pavement preservation, overlay, or reconstruction of trails and sidewalks along the county highway system up to 100 percent. The city is responsible for snow and ice removal. To be eligible for county participation in trails and sidewalks, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide trail and sidewalk roles and cost responsibilities.

**F.9** Transit Capital and Operating

Consider participation in transit capital and operating enhancements, or pilot projects, up to 50 percent after application of federal or state funds available for the project as determined by the county.

**F.10** Tax Increment Financing (TIF) Costs

Subtract from the county eligible project costs, the costs of highway improvements or other highway costs (e.g. turn lanes, traffic controls, etc.), which are, in the determination of the county, the result of tax increment financing plan or an amendment to a TIF plan with the balance of costs divided according to policies. County Board resolution is required for any significant deviation from this policy.

**F.11** Township Allotment Fund

As requested by the township and approved by the County Engineer, use the "township allotment" to fund:

1. 50 percent of township road or bridge construction projects.
2. Intersection lighting of county highways, including energy costs. (Energy costs will be submitted on an annual basis.)
3. Sign replacement funding.

**F.12** Capital Improvement Program

Annually prepare and review the five-year Transportation, Transportation Sales and Use Tax and Regional Railroad Authority CIP's.

**F.13** Cost Participation – Roundabouts

Participate up to 85 percent of the costs for eligible engineering and construction items, including streetlights and other features determined as necessary for operation, for roundabouts as described in Policy F.1. as follows:

- County Intersections: 25 percent base level of participation plus 15 percent for each county approach leg of the intersection.
- Trunk Highway Intersections: 85 percent for each county leg of the intersection after application of federal and/or state funds.

The county does not participate in strictly aesthetic elements for roundabout projects.

**F.14** Cost Participation – Future County Road Segments

At county discretion, participate in the construction and engineering costs in accordance with F.1 for constructing local roadways that are identified as future county highway segments to county standards, over and above the costs that would have been incurred to construct the segment to city collector street standards.

**F.15** Cost Participation – Small Safety Projects

The county may participate up to 100 percent of the engineering and construction costs of the following project types based on county review or prioritization to improve the safety of the transportation system, provided that they would not otherwise be included in a larger management, replacement and modernization or expansion project, or permit request:

1. Median closures or modifications;
2. Access closures or modifications;
3. Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs;
4. Turn lanes or channelization at the intersection of two county highways;
5. Pedestrian crossing improvements including median refuges, bump outs, and pavement markings;
6. Guardrail Installation; and
7. ADA required safety improvements including curb ramps, sidewalk and bus shelter pads, and sidewalk connections within county highway right-of-way.

**F.16** Cost Participation – Local Roadway System

The county may participate up to 85 percent, as defined on Table 4, of the costs for construction of local roadways necessary to directly mitigate physical, safety or operational deficiencies on the county highway system. Actual participation amount shall be based on the quantifiable benefit to the county highway system, as determined by the county based on engineering study. Local roadway construction costs that will be considered include:

1. Costs associated with relocation and construction of portions of the local roadway system to provide for its continuity and operation at a level that approximates its condition prior to construction of a county highway project.
2. Costs associated with improvements necessary to adequately accommodate county highway traffic detoured onto a local roadway during county highway construction.
3. Costs to improve local roadways to adequately accommodate traffic turning from the county highway onto a local roadway due to the addition of turn lanes on the county highway.
4. Costs directly associated with removal or consolidation of existing access to the county

highway system.

5. Costs associated with construction of a local roadway that directly mitigates an existing county highway safety or operational issue or directly eliminates or significantly delays the need to expand the county highway system.

**F.17** Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities

Participate in the maintenance and power costs for new and replacement traffic signals and standard streetlights as follows. Aesthetically enhanced and decorative streetlights are subject to Policy F.2.

A. New and Replacement

- a. Installation (New and Replacement) Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs.
- b. Street lighting at roundabouts – The county will be responsible for power costs and maintenance on county-county and state-county intersection roundabouts and the city will be responsible on city-county intersection roundabouts.
- c. Street lighting, maintenance and power costs for traffic signals – The county will participate in power costs for traffic signals including the streetlight up to the percentage of intersection approach legs under county jurisdiction. The streetlights must be energy saving and connected to the service cabinet. Street lighting is the luminaire, pole and all wiring located above the signal mast arm. The city is responsible for maintenance of streetlights and all costs for unmetered services. Painting maintenance of streetlights for signals is 100 percent city responsibility.

B. Existing

- a. Energy saving light retrofits - The county does not participate. Cities may elect to retrofit streetlights at their cost and by permit through the county.

**F.18** County Advanced Funding for City Cost Participation

The county will consider advancing the local share of a project, consistent with adopted county cost participation policies, in the approved CIP's by agreement with the city involved when all the following criteria are met:

1. The county determines there is a need on the county transportation system that should be addressed sooner than city funding allows.
2. The county has the available funds to pay the city cost share at the time the cost will be incurred.
3. The city submits a request to the county explaining the reason(s) for the county to advance fund their share.
4. The plan for city repayment is defined in an agreement between the city and county.
5. County advance funding is limited to a maximum 3-year period.

**F.19** Left Turn Lane/Access Permit Process

In cities over 5,000 in population, the county will participate up to 85 percent of one half (42.5 percent) of the engineering, right-of-way and construction costs for left turn lanes required by the county through the access permitting process on high speed, two-lane, undivided county highways to

accommodate a new access across from an existing access that does not have an existing left turn or bypass lane. For locations in cities under 5,000 in population or townships, the county may participate up to 50 percent of the engineering, right-of-way and construction costs.

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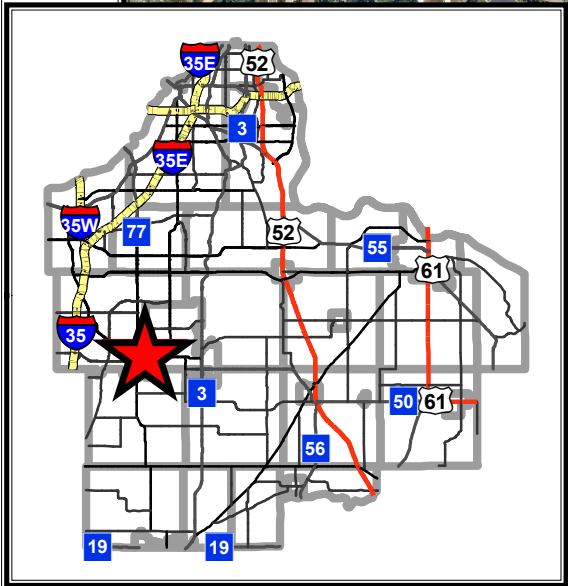
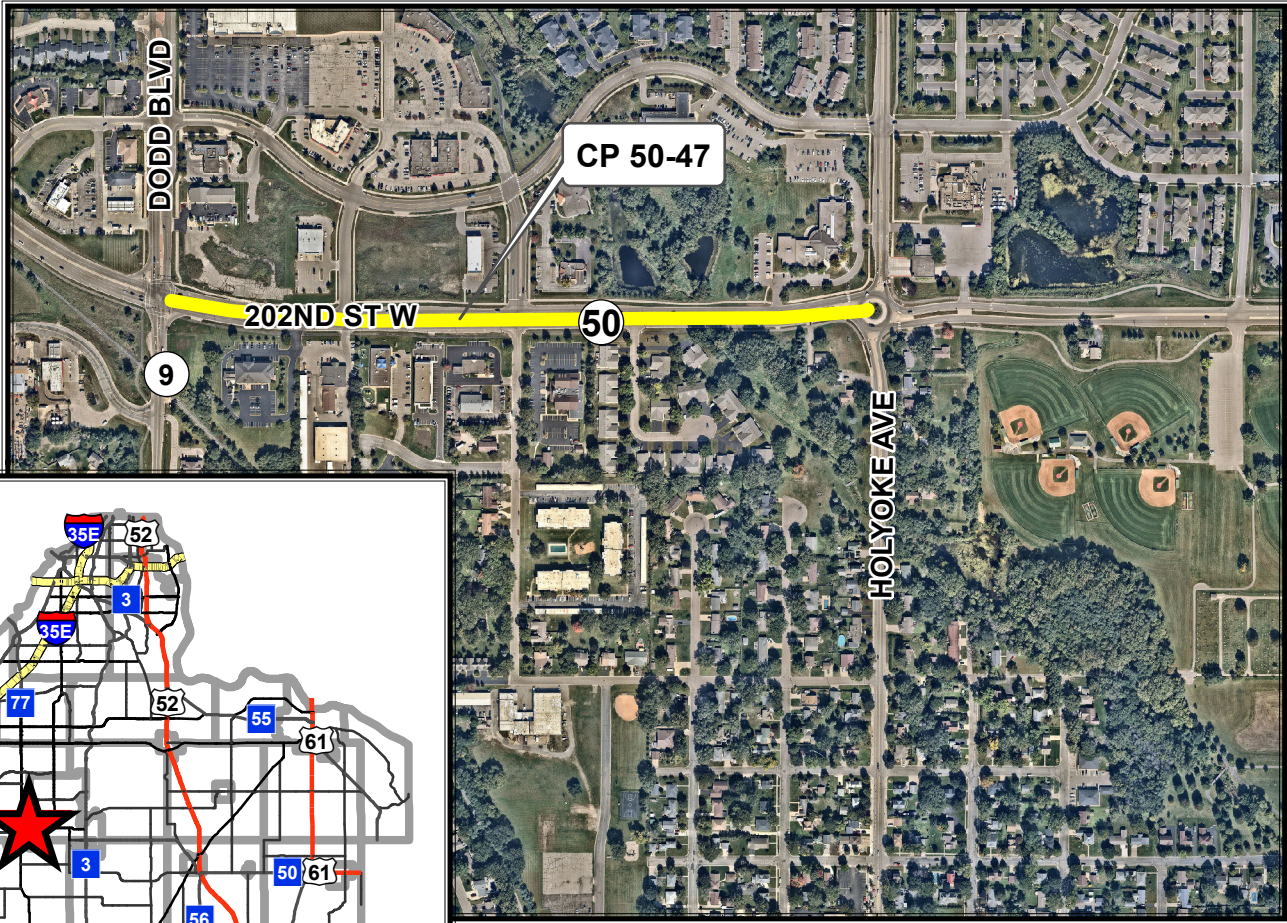
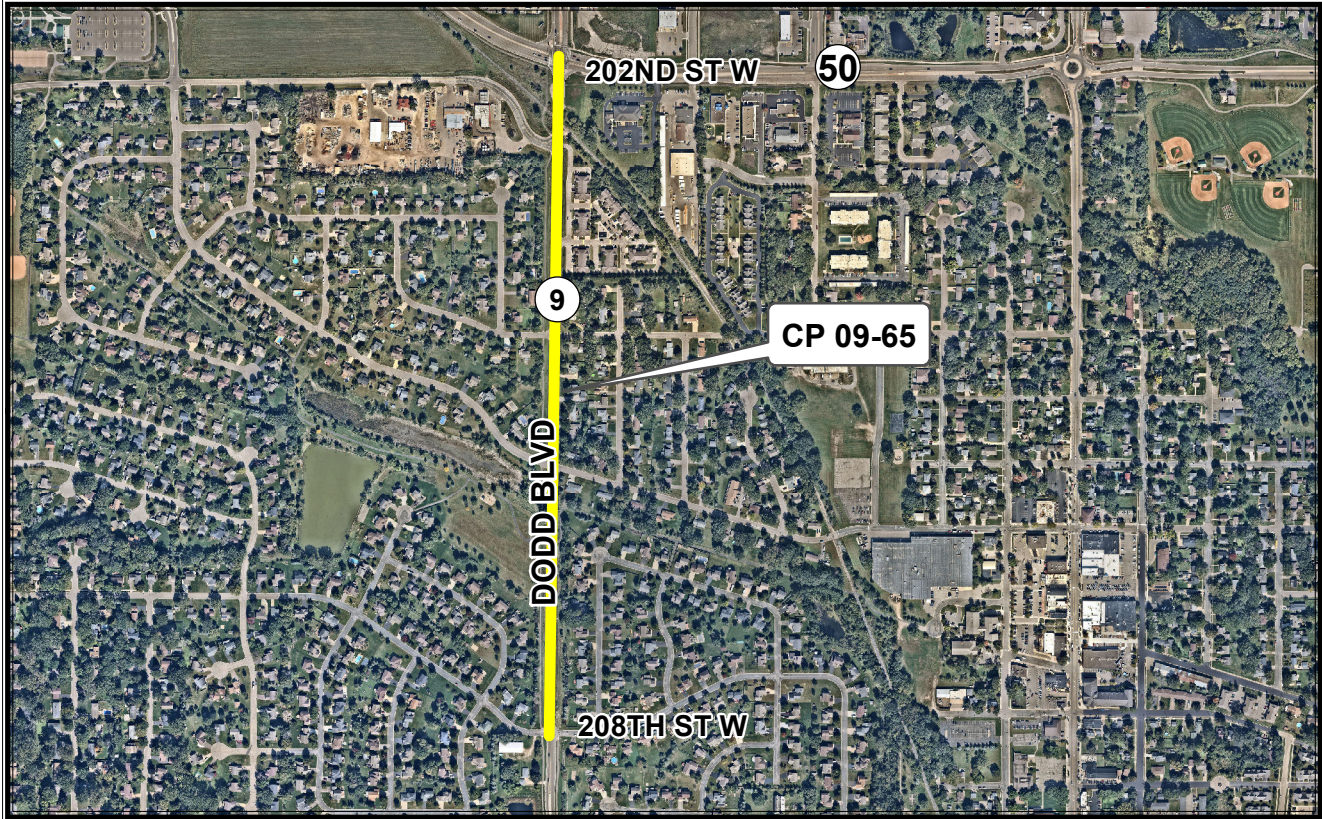
Project Number	Project Name	Project Status	Award Number	Award Name	Organization	Task #	Task Name	Task Manager	Budget Amount	Total Cost	Actual Cost	Committed Cost	Available Budget
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	Active	259004	2024 Unallocated - Transportation CIP	TRANSPORTATION ADMIN - 2420001	1	Design	Sass, John	350,000.00	0	0	0	350,000.00
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	Active	304016	2025 Unallocated - Transportation CIP	TRANSPORTATION ADMIN - 2420001	1	Design	Sass, John	765,000.00	0	0	0	765,000.00
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	Active	354022	2026 Unallocated - Transportation CIP	TRANSPORTATION ADMIN - 2420001	2	Right of Way	Sass, John	#####	0	0	0	#####
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	Active	354022	2026 Unallocated - Transportation CIP	TRANSPORTATION ADMIN - 2420001	9	Project Staff Time	Zgoda, Tara	191,250.00	0	0	0	191,250.00
2000223	<b>T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail) Total</b>								<b>#####</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#####</b>

2000630	T09067 CP 9-67 CSAH 9: CSAH 70 to south of 210th St - Reconstruct	Active	354022	2026 Unallocated - Transportation CIP	TRANSPORTATION ADMIN - 2420001	1	Design	Sass, John	552,500.00	0	0	0	552,500.00
2000630	T09067 CP 9-67 CSAH 9: CSAH 70 to south of 210th St - Reconstruct	Active	354022	2026 Unallocated - Transportation CIP	TRANSPORTATION ADMIN - 2420001	9	Project Staff Time	Zgoda, Tara	110,500.00	0	0	0	110,500.00
2000630	<b>T09067 CP 9-67 CSAH 9: CSAH 70 to south of 210th St - Reconstruct Total</b>								<b>663,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>663,000.00</b>

Project Budget Breakdown by Funding Source as of 3/16/26

Project Number	Project Name	Award Number	Award Name	Funding Source	Fund	Fund (Description)	Project Organization	Task #	Task Name	Budget Amount
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	259004	2024 Unallocated - Transportation CIP	Unallocated CSAH	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	1	Design	297,500.00
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	259004	2024 Unallocated - Transportation CIP	Unallocated City	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	1	Design	52,500.00
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	304016	2025 Unallocated - Transportation CIP	Unallocated CSAH	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	1	Design	765,000.00
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	354022	2026 Unallocated - Transportation CIP	Unallocated CSAH	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	2	Right of Way	#####
2000223	T09065 CSAH 9 208th St to CSAH 50 (Kenwood Trail)	354022	2026 Unallocated - Transportation CIP	Unallocated CSAH	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	9	Project Staff Time	191,250.00
2000630	T09067 CP 9-67 CSAH 9: CSAH 70 to south of 210th St - Reconstruct	354022	2026 Unallocated - Transportation CIP	Unallocated TAA	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	1	Design	552,500.00
2000630	T09067 CP 9-67 CSAH 9: CSAH 70 to south of 210th St - Reconstruct	354022	2026 Unallocated - Transportation CIP	Unallocated TAA	201	Transportation Fund > 02	TRANSPORTATION ADMIN - 2420001	9	Project Staff Time	110,500.00
<b>2000630 Total</b>										<b>663,000.00</b>

Prepared by Dakota County Physical Development Division



# County Projects 09-65 and 50-47 Mill and Overlay



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5672

Agenda #: 9.11

Meeting Date: 6/9/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Metropolitan Council Active Transportation Grant Agreement And Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 42 (Egan Drive) Trail Gap Project In Burnsville, County Project 42-167**

### PURPOSE/ACTION REQUESTED

Authorize execution of Metropolitan Council Active Transportation grant agreement and authorize quick-take condemnation of right of way necessary for County State Aid Highway (CSAH) 42 (Egan Drive) Trail Gap project in Burnsville, County Project (CP) 42-167.

### SUMMARY

Dakota County is advancing CP 42-167 to construct a multi-use trail along the north side of CSAH 42 between CSAH 5 and Nicollet Avenue in Burnsville. This project closes a critical multi-modal gap, improves pedestrian crossings, and enhances safety and accessibility for people walking, biking, and rolling along the busy corridor. When the project is complete, it will create five miles of continuous trail across the city of Burnsville, connecting Savage and Apple Valley.

The engineering consultant selection process has been completed, and final design work is underway. Right of way acquisition requires securing several permanent trail easements and temporary construction easements across commercial properties. All required right of way consists of narrow strip takes along the corridor and has been designed to avoid impacts to existing parking areas, signage, and business operations. All appraisals and offers have been completed for affected parcels, consistent with statute and County policy. Negotiations are ongoing but may not be completed in time to maintain the project schedule. Quick-take condemnation authority is therefore requested to ensure timely possession while continuing good faith negotiations with property owners.

By Resolution No. 25-052 (January 20, 2025), the County Board authorized right of way acquisition for 2026 capital projects, including authority to make first offers and delegated settlement authority to the County Manager.

Dakota County is the lead agency for CP 42-167. Acquisition from nine private parcels is required. Valbridge Property Advisers completed appraisals totaling \$324,800, and first offers were mailed May 15, 2026. Staff will conduct direct negotiations to reach settlements.

Dakota County has been awarded \$1,444,000 in Active Transportation Program funds by the Metropolitan Council and must execute Grant Agreement No. SG-25M-AT-04 to secure such funds. The grant agreement outlines the terms, conditions, eligible expenses, and reporting requirements

necessary for the project to receive financial participation. Construction is currently scheduled for 2027, with right of way acquisition required to be completed in advance.

**RECOMMENDATION**

Staff recommends that the County Board authorize execution of Metropolitan Council Active Transportation Grant Agreement No. SG-25M-AT-04 and authorize the County Attorney’s Office to initiate quick-take condemnation for all parcels needed for CP 42-167, if negotiated settlement is not achieved.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Grant funding from the Metropolitan Council will offset eligible construction costs per the Active Transportation Program requirements. Appraisal and negotiation work is funded within existing project allocations. No new FTEs are requested.

**Project 1001668 T42167 CP42-167 Trail Gaps CR 5 to 11**

Funding Source	Budgeted Amount	Available Budget
Transportation Fund Balance	\$100,000	\$13,532
CSAH	\$1,024,590	\$941,577
City of Burnsville	\$165,698	\$165,698
Metropolitan Council	\$1,444,000	\$1,444,000
<b>Totals</b>	<b>\$2,734,288</b>	<b>\$2,309,806</b>

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 42-167 to construct a multi-use trail along the north side of County State Aid Highway (CSAH) 42 between CSAH 5 and Nicollet Avenue in Burnsville; and

WHEREAS, this project will close a critical multimodal trail gap, enhance corridor safety, and improve pedestrian and bicycle connectivity; and

WHEREAS, Dakota County has been awarded funding under the Metropolitan Council Active Transportation Program and must execute Grant Agreement No. SG-25M-AT-04 to secure such funds; and

WHEREAS, right of way acquisition is required to complete CP 42-167, and all appraisals and offers have been completed for affected parcels; and

WHEREAS, timely acquisition of the required easements may not be achieved through direct negotiations alone; and

WHEREAS, to avoid project delays, the County must secure quick take condemnation authority for

all required parcels; and

WHEREAS, the following parcels, including their complete legal descriptions, are required for CP 42-167:

**Parcel 1- SVAP II Burnsville Market, LLC - 02-15372-01-010**

Temporary Easement- 641 square feet

A temporary easement for construction purposes over part of Lot 1, Block 1, Burnhill Third Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies southerly of the following described line:

Commencing at the southeast corner of said Lot 1, said corner also being the southwest corner of Lot 4, said Block 1, Burnhill Third Addition; thence South 88 degrees 48 minutes 20 seconds West assumed bearing along the south line of said Lot 1 a distance of 416.88 feet to the point of beginning of the line to be described; thence North 80 degrees 08 minutes 49 seconds West a distance of 99.54 feet; to a westerly line of said Lot 1 and said line there terminating.

**Parcel 5 - Dean and Barbara Johnson Holding, LP- 02-15376-01-041**

Trail Easement- 237 square feet

A permanent easement for trail purposes over the south 11.00 feet of Lot 4, Block 1, Burnhill Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Temporary Easement- 562 square feet

A temporary easement for construction purposes over part of Lot 4, Block 1, Burnhill Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies southerly of the following described line:

Commencing at the southwest corner of said Lot 4, Block 1, Burnhill Second Addition; thence North 00 degrees 10 minutes 11 seconds West assumed bearing along the west line of said Lot 4, Block 1, Burnhill Second Addition a distance of 18.00 feet to the point of beginning of the line to be described; thence South 44 degrees 47 minutes 04 seconds East a distance of 7.12 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 219.22 feet; thence North a distance of 6.00 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 12.69 feet to the east line of said Lot 4 and said line there terminating EXCEPTING from said temporary easement that part of said Lot 4 taken as permanent highway easement as part of this same project.

**Parcel 6 - CSM Park Place Limited Partnership, L.L.L.P - 02-15376-01-050**

Trail Easement- 875 square feet

A permanent easement for trail purposes over part of Lot 5, Block 1, Burnhill Second Addition,

according to the recorded plat thereof, Dakota County, Minnesota, said highway easement lies southerly of the following described line:

Commencing at the southwest corner of said Lot 5, Block 1, Burnhill Second Addition; thence North 00 degrees 36 minutes 04 seconds East assumed bearing along the west line of said Lot 5, Block 1, Burnhill Second Addition a distance of 11.00 feet to the point of beginning of the line to be described; thence South 89 degrees 23 minutes 57 seconds East a distance of 49.12 feet; thence South 83 degrees 41 minutes 19 seconds East a distance of 70.35 feet; thence South 89 degrees 23 minutes 57 seconds East a distance of 60.61 feet; thence North 86 degrees 46 minutes 09 seconds East a distance of 75.40 feet; thence North 25 degrees 13 minutes 20 seconds East a distance of 6.56 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 2.30 feet to the east line of said Lot 5 and said line there terminating.

Temporary Easement 2,432 square feet

A temporary easement for construction purposes over part of Lot 5, Block 1, Burnhill Second Addition, according to the recorded plat thereof, Dakota County, Minnesota said temporary easement lies southerly of the following described line:

Commencing at the southwest corner of said Lot 5, Block 1, Burnhill Second Addition; thence North 00 degrees 36 minutes 04 seconds East assumed bearing along the west line of said Lot 5, Block 1, Burnhill Second Addition a distance of 19.00 feet to the point of beginning of the line to be described; thence South 89 degrees 23 minutes 56 seconds East a distance of 115.24 feet; thence South 83 degrees 39 minutes 19 seconds East a distance of 79.81 feet; thence North 86 degrees 46 minutes 09 seconds East a distance of 57.61 feet; thence North 25 degrees 13 minutes 20 seconds East a distance of 11.15 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 3.22 feet to the east line of said Lot 5 and said line there terminating EXCEPTING from said temporary easement that part of said Lot 5 taken as permanent highway easement as part of this same project.

**Parcel 7 - CSM Park Place Limited Partnership, L.L.L.P - 02-15376-01-030**

Trail Easement - 2,586 square feet

A permanent easement for trail purposes over part of Lot 3, Block 1, Burnhill Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, said highway easement lies southerly of the following described line:

Commencing at the southeast corner of Lot 5, Block 1, Burnhill Second Addition; thence North 00 degrees 36 minutes 04 seconds East assumed bearing along the east line of said Lot 5, Block 1, Burnhill Second Addition a distance of 15.00 feet to the point of beginning of the line to be described; thence South 89 degrees 23 minutes 57 seconds East a distance of 305.07 feet; thence South 83 degrees 40 minutes 21 seconds East a distance of 130.29 feet; thence South 89 degrees 23 minutes 57 seconds East a distance of 105.29 feet to the east line of said Lot 3, Block 1, Burnhill Second Addition and said line there terminating.

Temporary Easement- 4,148 square feet

A temporary easement for construction purposes over part of Lot 3, Block 1, Burnhill Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies southerly of the following described line:

Commencing at the southeast corner of Lot 5, Block 1, Burnhill Second Addition; thence North 00 degrees 36 minutes 04 seconds East assumed bearing along the east line of said Lot 5, Block 1, Burnhill Second Addition a distance of 25.00 feet to the point of beginning of the line to be described; thence South 89 degrees 23 minutes 57 seconds East a distance of 309.53 feet; thence South 70 degrees 29 minutes 39 seconds East a distance of 28.05 feet; thence South 83 degrees 40 minutes 21 seconds East a distance of 109.35 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 78.16 feet; thence North 46 degrees 30 minutes 04 seconds East a distance of 24.10 feet to the east line of said Lot 3 and said line there terminating EXCEPTING from said temporary easement that part of said Lot 3 taken as permanent highway easement as part of this same project.

**Parcel 8 - Spirits Properties LLC- 02-71500-01-010**

Trail Easement- 1,643 square feet

A permanent easement for trail purposes over the south 11.00 feet of Lot 1, Block 1, Spirits Properties, according to the recorded plat thereof, Dakota County, Minnesota EXCEPTING therefrom that part of said Lot 1 encumbered by recorded Highway Easement No. 1053869.

Temporary Easement- 2,827 square feet

A temporary easement for construction purposes over the south 20.00 feet of Lot 1, Block 1, Spirits Properties, according to the recorded plat thereof, Dakota County, Minnesota EXCEPTING therefrom that part of said Lot 1 encumbered by recorded Highway Easement No. 1053869 and also EXCEPTING from said temporary easement that part of said Lot 1 taken as permanent highway easement as part of this same project.

**Parcel 10 - U.S. Bank National Association- 02-15373-01-020**

Trail Easement- 296 square feet

A permanent easement for trail purposes over part of Lot 2, Block 1, Burnhaven Mall 6th Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies easterly and southerly of the following described line:

Commencing at the southwest corner of said Lot 2; thence South 89 degrees 23 minutes 56 seconds East assumed bearing along the south line of said Lot 2 a distance of 164.34 feet to the point of beginning of the line to be described; thence North 26 degrees 16 minutes 26 seconds East a distance of 27.74 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 10.37 feet to the east line of said Lot 2 and said line there terminating.

Temporary Easement- 187 square feet

A temporary easement for construction purposes over part of Lot 2, Block 1, Burnhaven Mall 6th Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies easterly and southerly of the following described line:

Commencing at the southwest corner of said Lot 2; thence South 89 degrees 23 minutes 56 seconds East assumed bearing along the south line of said Lot 2 a distance of 156.87 feet to the point of beginning of the line to be described; thence North 26 degrees 16 minutes 26 seconds East a distance of 27.74 feet; thence South 89 degrees 23 minutes 56 seconds East a distance of 17.84 feet to the east line of said Lot 2 and said line there terminating EXCEPTING from said temporary easement that part of said Lot 2 taken as permanent highway easement for this same project.

**Parcel 14 - JPT INDUSTRIES INCORPORATED- 02-15700-01-010**

Trail Easement- 1,167 square feet

A permanent easement for trail purposes over part of Lot 1, Block 1, Burnsville Marketplace, according to the recorded plat thereof, Dakota County, Minnesota, said highway easement lies southerly of the following described line:

Commencing at the southwest corner of the Southeast Quarter of Section 24, Township 115 North, Range 21 West, Dakota County, Minnesota, thence South 89 degrees 23 minutes 41 seconds East assumed bearing along the south line of said Southeast Quarter of Section 24 a distance of 271.85 feet; thence North 00 degrees 35 minutes 31 seconds East a distance of 84.73 feet to a southerly corner of said Lot 1; thence continue North 00 degrees 35 minutes 31 seconds East along the boundary of said Lot 1 a distance of 6.00 feet to the point of beginning of said line to be described; thence North 89 degrees 24 minutes 25 seconds West a distance of 94.18 feet; thence North 83 degrees 35 minutes 13 seconds West a distance of 67.14 feet; thence North 78 degrees 58 minutes 07 seconds West a distance of 27.33 feet to the west boundary of said Lot 1 and said line there terminating.

Temporary Easement- 2,006 square feet

A temporary easement for construction purposes over part of Lot 1, Block 1, Burnsville Marketplace, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies southerly of the following described line: Commencing at the southwest corner of the Southeast Quarter of Section 24, Township 115 North, Range 21 West, Dakota County, Minnesota, thence South 89 degrees 23 minutes 41 seconds East assumed bearing along the south line of said Southeast Quarter of Section 24 a distance of 271.85 feet; thence North 00 degrees 35 minutes 31 seconds East a distance of 84.73 feet to a southerly corner of said Lot 1; thence continue North 00 degrees 35 minutes 31 seconds East along the boundary of said Lot 1 a distance of 13.00 feet to the point of beginning of said line to be described; thence North 89 degrees 24 minutes 25 seconds West a distance of 103.69 feet; thence North 83 degrees 35 minutes 13 seconds West a distance of 56.74 feet; thence North 78 degrees 58 minutes 07 seconds West a distance of 36.16 feet to the west boundary of said Lot 1 and said line there terminating EXCEPTING from said temporary easement that part of said Lot 1 taken as permanent highway easement as part of this same project.

Together with a 10.00 foot wide temporary easement for construction purposes over part of Lot 1, Block 1, Burnsville Marketplace, according to the recorded plat thereof, Dakota County, Minnesota, described as follows: Beginning on the south line of said Lot 1, Block 1, Burnsville Marketplace at the southeast corner of Lot 1, Block 1, Midland Addition, according to the recorded plat thereof; thence North 00 degrees 35 minutes 31 seconds East assumed bearing along the east line of said Lot 1, Block 1, Midland Addition a distance of 10.12 feet to the north line of the south 10.00 feet of said Lot 1, Block 1 Burnsville Marketplace; thence southeasterly along said north line of the south 10.00 feet of said Lot 1, Block 1, Burnsville Marketplace a distance of 45.68 feet along a non-tangent curve with radius of 1974.86 feet; thence South 10 degrees 46 minutes 55 seconds West not-tangent to said curve a distance of 10.06 feet to the south line of said Lot 1, Block 1, Burnsville Marketplace; thence northwesterly along said south line of Lot 1, Block 1, Burnsville Marketplace a distance of 43.89 feet to the point of beginning.

Together with temporary easement for construction purposes over that part of Lot 1, Block 1, Burnsville Marketplace, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 24, Township 115 North, Range 21 West, Dakota County, Minnesota, thence South 89 degrees 23 minutes 41 seconds East assumed bearing along the south line of said Southeast Quarter of Section 24 a distance of 711.88 feet; thence North 01 degrees 12 minutes 18 seconds East a distance of 50.66 feet to a southerly corner of said Lot 1 and the point of beginning of the temporary easement to be described; thence continue North 01 degrees 12 minutes 18 seconds East along the boundary of said Lot 1 a distance of 8.29 feet; thence North 73 degrees 58 minutes 22 seconds West a distance of 36.70 feet; thence South 15 degrees 37 minutes 40 seconds West a distance of 7.95 feet to the south line of said Lot 1; thence southeasterly along said south line of Lot 1 a distance of 38.77 feet to the point of beginning.

**Parcel 15- BURNSVILLE RETAIL, LLC - 02-48425-01-010**

Temporary Easement- 125 square feet

A 10.00 foot wide temporary easement for construction purposes over that part of Lot 1, Block 1, Midland Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 1; thence North 00 degrees 35 minutes 31 seconds East assumed bearing along the east line of said Lot 1 a distance of 10.12 feet to the north line of the south 10.00 feet of said Lot 1; thence northwesterly along said north line of the south 10.00 feet a distance of 11.73 feet along a non-tangent curve with radius of 1974.86 feet; thence South 09 degrees 12 minutes 02 seconds West not-tangent to said curve a distance of 10.02 feet to the south line of said Lot 1; thence southeasterly along said south line of Lot 1 a distance of 13.25 feet to the point of beginning.

**Parcel 18 - McDonald's Corporation - 02-26100-01-020**

Trail Easement- 87 square feet

A permanent easement for trail purposes over part of Lot 2, Block 1, Federal Land Company First Addition, according to the recorded plat thereof, Dakota County, Minnesota, said highway easement lies southwesterly of the following described line: Commencing at the southeast corner of said Lot 2; thence North 60 degrees 32 minutes 03 seconds West assumed bearing along the southwesterly line of said Lot 2 a distance of 74.60 feet to the point of beginning of the line to be described; thence North 54 degrees 25 minutes 15 seconds West a distance of 41.27 feet to the westerly line of said Lot 2 and said line there terminating.

Temporary Easement - 1,319 square feet

A temporary easement for construction purposes over part of Lot 2, Block 1, Federal Land Company First Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies southwesterly of the following described line: Commencing at the southeast corner of said Lot 2; thence North 29 degrees 27 minutes 36 seconds East assumed bearing along the easterly line of said Lot 2 a distance of 10.00 feet to the of point of beginning of the line to be described; thence North 60 degrees 32 minutes 03 seconds West a distance of 89.43 feet; thence North 33 degrees 50 minutes 02 seconds West a distance of 39.16 feet to the westerly line of said Lot 2 and said line there terminating, EXCEPTING from said temporary easement that part of said Lot 2 taken as permanent highway easement as part of this same project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the remaining parcels for County Project 42-167 to allow a spring 2027 construction start date if timely acquisitions by direct negotiations of all parcels do not appear possible; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development to execute Metropolitan Council Active Transportation Grant Agreement No. SG-25M-AT-04.

**PREVIOUS BOARD ACTION**

25-052; 1/20/25

**ATTACHMENTS**

Attachment: CP 42-167 Project Location Map

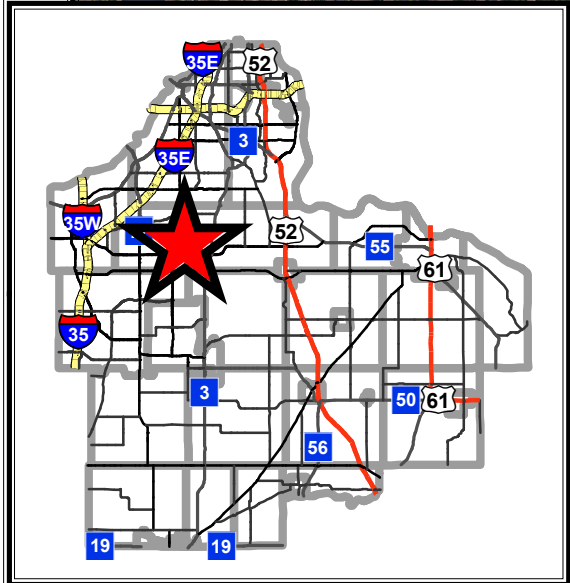
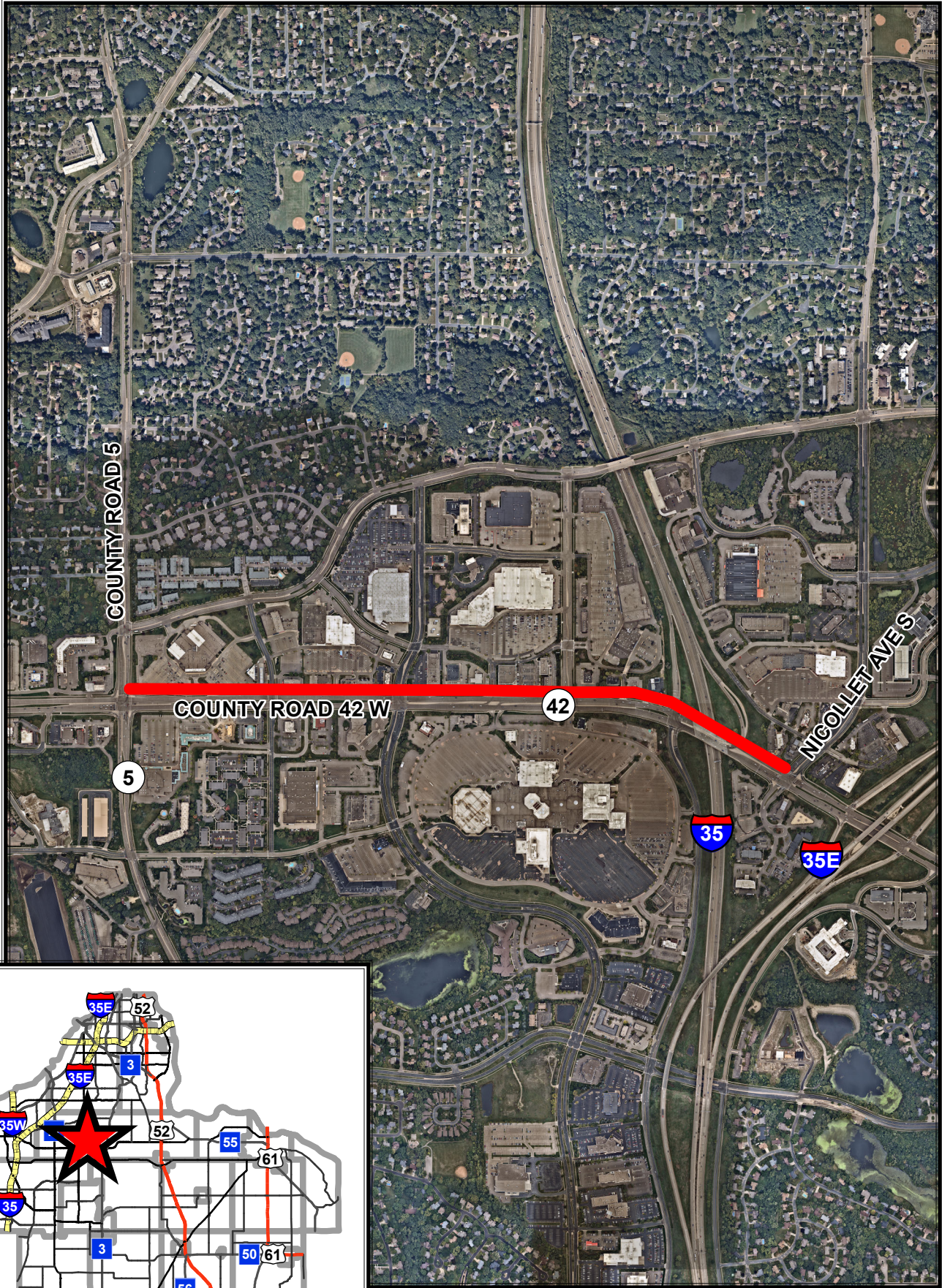
**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Erin Laberee  
Author: Susan Wimberly

Prepared by Dakota County Physical Development Division



# County Project 42-167



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5714

Agenda #: 9.12

Meeting Date: 6/9/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Amendment Of Resolution No. 26-179 For Approval Of Acquisition And Authorization To Initiate Quick-Take Condemnation For Delaware Avenue And Butler Avenue Improvements In Cities Of West St. Paul And Mendota Heights, County Projects 63-33 And 4-18**

### PURPOSE/ACTION REQUESTED

Approve amendment of Resolution No. 26-179 (April 21, 2026) for acquisition of and authorized quick take condemnation of needed right of way on County Projects (CP) 63-33 and 4-18, Delaware Avenue reconstruction and Butler Avenue Safe Routes to School (SRTS) improvements. (Attachment: Project Location Map).

### SUMMARY

Dakota County is advancing CP 63-33 (Delaware Avenue Reconstruction) and CP 4-18 (Butler Avenue SRTS Improvements) to support a safe and efficient multimodal transportation system.

CP 63-33 includes preliminary and final design, right of way acquisition, and reconstruction of County State Aid Highway (CSAH) 63 (Delaware Avenue) from Marie Avenue to Trunk Highway (TH) 149 (Dodd Road) in Mendota Heights and West St. Paul. The project modernizes the roadway, improves intersection and safety performance, upgrades drainage, and adds separated pedestrian and bicycle facilities.

CP 4-18, identified through the Dakota County School Travel Safety Assessment, includes new trail and sidewalk along County Road 4 (Butler Avenue) between CSAH 63 and Manomin Avenue, improving safe walking and biking access to St. Joseph's Catholic School, Heritage STEM Middle School, and surrounding neighborhoods.

Because the project areas are adjacent, CP 63-33 and CP 4-18 are being designed and constructed together. Preliminary design, public engagement, and right of way acquisition will continue through mid-2026, with construction beginning in 2027.

Dakota County is serving as the lead agency for right of way acquisition for both project segments. Acquisition is required from 83 private parcels, as shown on the attached Acquisition Map. Appraisals for all parcels have been completed, with a total appraised value of \$1,845,650. Offers were issued in phases between October 22 and December 12, 2025, with the offer to Somerset Country Club issued on March 10, 2026. Negotiations with property owners are ongoing.

By Resolution No. 26-179, The Board authorized acquisition and quick-take condemnation of right of

way required to deliver CP 63-33 and CP 4-18; however, the resolution omitted several easements and requires correction.

Before proceeding to eminent domain, Board action must amend the previous resolution to include all necessary easements over the affected parcels. As the error was limited to the previous resolution only, this correction will not affect the approved appraised values for the parcels or those parcels already acquired by direct negotiation and conveyance.

**RECOMMENDATION**

Staff recommends amending Resolution No. 26-179 (April 21, 2026) for acquisition of right of way and authorization for quick-take condemnation for parcels necessary for CP 63-33 and CP 4-18.

**EXPLANATION OF FISCAL/FTE IMPACTS**

By Resolution No. 26-179 (April 21, 2026), a budget amendment allocated a total of \$1,252,220 of CSAH funds towards right of way acquisition expenses for both projects. The projects have sufficient funding to complete design and right of way acquisition.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

**RESOLUTION**

WHEREAS, to promote a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 63-33, County State Aid Highway (CSAH) (Delaware Avenue) Reconstruction, and CP 4-18, County Road (CR) 4 (Butler Avenue) Safe Routes to School Improvements, in the cities of Mendota Heights and West St. Paul; and

WHEREAS, acquisition of right of way from 83 private property parcels identified in Dakota County Right of Way Map No. 515 is necessary to move forward with CP 63-33 and CP 4-18; and

WHEREAS, by Resolution No. 26-179 (April 21, 2026), Dakota County Board of Commissioners approved the acquisition from said parcels by eminent domain proceeding; and

WHEREAS, subsequent to the approval of Resolution No. 26-179, Transportation staff discovered a clerical error which inadvertently omitted certain easements from the legal descriptions authorized for acquisition; and

WHEREAS, the approved appraised values for all parcels are unchanged and were included in the total appraised value of \$1,845,650 previously authorized by Resolution No. 25-052 (January 21, 2025); and

WHEREAS, the Dakota County Board of Commissioners now seeks to amend the parcel descriptions previously authorized for acquisition by eminent domain proceeding to include all necessary right of way needed to deliver CP 63-33 and CP 4-18, to-wit:

PARCEL NO 1 Kerry Kern & Lisa Kern  
938 SQ. FT. (TEMPORARY)

PARCEL NO 2 Jeffrey R. Shandorf

1,138 SQ. FT. (TEMPORARY)

PARCEL NO 3 Michael J. Nicklawske & Kristen Nicklawske  
1,228 SQ. FT. (TEMPORARY)

PARCEL NO 4 Roger J. Burke & Genevieve M. Burke  
659 SQ. FT. (TRAIL)  
1,945 SQ. FT. (TEMPORARY)

PARCEL NO 6 Monique A. Buursema & John C. Weikert  
904 SQ. FT. (TEMPORARY)  
1,566 SQ FT (TRAIL AND WALL)

PARCEL NO 7 Spencer McMillan & Breanna McMillan  
12,455 SQ. FT. (TEMPORARY)  
440 SQ. FT. (DRAINAGE AND UTILITY)  
1,565 SQ. FT. (TRAIL AND WALL)

PARCEL NO 8 James P. Kolar & Michele M. Kolar  
1,317 SQ. FT. (TRAIL)  
6,723 SQ. FT. (TEMPORARY)

PARCEL NO 9 Brian Stevens & Jennifer Stevens  
1,317 SQ. FT. (TRAIL)  
5,083 SQ. FT. (TEMPORARY)  
220 SQ. FT. (DRAINAGE AND UTILITY)

PARCEL NO 10 James E Joyce Jr Revocable Intervivos Trust dated 5/18/1999  
1,501 SQ. FT. (TEMPORARY)

PARCEL NO 11 Lori A. Hollenkamp Trust u/a/d December 26, 2000  
2,166 SQ. FT. (TEMPORARY)

PARCEL NO 12 Frank Hickey & Rhonda A. Teich Hickey  
5,558 SQ. FT. (TEMPORARY)

PARCEL NO 13 Somerset Country Club  
12,974 SQ. FT. (WALL)  
42,336 SQ. FT. (TEMPORARY)  
70 SQ. FT. (DRAINAGE AND UTILITY)

PARCEL NO 13A Somerset Country Club  
13,296 SQ. FT. (TEMPORARY ACCESS)  
124,422 SQ FT (DRAINAGE AND UTILITY)

PARCEL NO 14 Toby D. Schifsky & Joanne M. Schifsky  
151 SQ. FT. (TRAIL)  
478 SQ. FT. (TEMPORARY)

PARCEL NO 15 The Trust Agreement of Virginia A. Kahnert  
301 SQ. FT. (TRAIL)  
451 SQ. FT. (TEMPORARY)

PARCEL NO 16 David A. Hanson & Susan E. Hanson  
300 SQ. FT. (TRAIL)  
1,025 SQ. FT. (TEMPORARY)

PARCEL NO 17 Patrick T. Watson & Nicole M. Watson  
301 SQ. FT. (TRAIL)  
576 SQ. FT. (TEMPORARY)

PARCEL NO 18 Curtis A. Almberg & Raymond E. Guessford  
301 SQ. FT. (TRAIL)  
700 SQ. FT. (TEMPORARY)

PARCEL NO 19 Patricia M. Gitzen  
301 SQ. FT. (TRAIL)  
750 SQ. FT. (TEMPORARY)

PARCEL NO 20 Troy B. Davison & Debbie J. Davison  
301 SQ. FT. (TRAIL)  
650 SQ. FT. (TEMPORARY)

PARCEL NO 21 Justin L. Scott  
301 SQ. FT. (TRAIL)  
750 SQ. FT. (TEMPORARY)

PARCEL NO 22 Robert D. Lawler & Sandra M. Lawler  
301 SQ. FT. (TRAIL)  
451 SQ. FT. (TEMPORARY)

PARCEL NO 23 Alexis A. Berget  
301 SQ. FT. (TRAIL)  
626 SQ. FT. (TEMPORARY)

PARCEL NO 24 Kevin T. Martin & Angela L. Martin  
361 SQ. FT. (TRAIL)  
1,466 SQ. FT. (TEMPORARY)

PARCEL NO 25 Mark Perrone  
361 SQ. FT. (TRAIL)  
1,992 SQ. FT. (TEMPORARY)

PARCEL NO 26 Kent B. Crossley & Dee Ann Crossley  
361 SQ. FT. (TRAIL)  
1,141 SQ. FT. (TEMPORARY)

PARCEL NO 27 James J. Olson  
361 SQ. FT. (TRAIL)  
1,142 SQ. FT. (TEMPORARY)

PARCEL NO 28 Heidi A. Swank & Scott A. Swank  
952 SQ. FT. (TEMPORARY)  
827 SQ, FT, (TRAIL AND WALL)

PARCEL NO 30 Matthew D. Klein & Kristine Klein  
1,814 SQ. FT. (TEMPORARY)  
1,986 SQ, FT. (TRAIL AND WALL)

PARCEL NO 31 Anthony Charles Killian & Julie Marie Killian  
460 SQ. FT. (TRAIL)  
1,380 SQ. FT. (TEMPORARY)  
935 SQ. FT. (TRAIL AND WALL)

PARCEL NO 32 David J. Fassler II & Brianna Havir  
364 SQ. FT. (TRAIL)  
1,186 SQ. FT. (TEMPORARY)  
1,209 SQ. FT. (TRAIL AND WALL)

PARCEL NO 33 Corey Ploss  
240 SQ. FT. (TRAIL)  
360 SQ. FT. (TEMPORARY)

PARCEL NO 34 Corey Ploss  
38 SQ. FT. (TRAIL)  
58 SQ. FT. (TEMPORARY)

PARCEL NO 35 Dennis Todd Lee  
400 SQ. FT. (TRAIL)  
991 SQ. FT. (TEMPORARY)  
110 SQ FT (DRAINAGE AND UTILITY)

PARCEL NO 36 Sarah Thomas  
400 SQ. FT. (TRAIL)  
1,451 SQ. FT. (TEMPORARY)

PARCEL NO 37 Sarah Thomas  
677 SQ. FT. (TRAIL)  
4,796 SQ. FT. (TEMPORARY)  
5,122 SQ. FT (DRAINAGE AND UTILITY)

PARCEL NO 38 Deidre Jewell  
372 SQ. FT. (TEMPORARY)

PARCEL NO 39 Hayden N.Singer & Hannah M. Singer  
652 SQ. FT. (TEMPORARY)

PARCEL NO 40 Kathryn Sanchez Bergeron  
402 SQ. FT. (TEMPORARY)

PARCEL NO 41 Elizabeth F. Gunhus  
487 SQ. FT. (TEMPORARY)

PARCEL NO 42 Thomas M. Solheid  
625 SQ. FT. (TEMPORARY)

PARCEL NO 43 Wilbert P. Cuevas & Patricia Cuevas  
16 SQ. FT. (TRAIL)  
1,281 SQ. FT. (TEMPORARY)

PARCEL NO 44 Todd Van Heel  
13 SQ. FT. (TRAIL)  
648 SQ. FT. (TEMPORARY)

PARCEL NO 45 Suzanne R. De Young  
676 SQ. FT. (TEMPORARY)

PARCEL NO 46 Geoff Chialu Chen & Jessica Grace Chen  
151 SQ. FT. (TEMPORARY)

PARCEL NO 49 Mary Elisabeth Alm  
125 SQ. FT. (TEMPORARY)

PARCEL NO 50 Juan Villanueva Delacruz & Jeannine Pohl  
13 SQ. FT. (TEMPORARY)

PARCEL NO 52 Andrew D. Joy  
405 SQ. FT. (TEMPORARY)

PARCEL NO 54 Alan R. Ellis & Brigid M. Ellis  
430 SQ. FT. (TEMPORARY)

PARCEL NO 55 Daniel J. Huebl  
61 SQ. FT. (TRAIL)  
351 SQ. FT. (TEMPORARY)

PARCEL NO 56 Carrie Watts  
751 SQ. FT. (TEMPORARY)

PARCEL NO 58 Patricia M. Spanier  
150 SQ. FT. (TEMPORARY)

PARCEL NO 59 Olivia Lien  
201 SQ. FT. (TEMPORARY)

PARCEL NO 60 Zachary S. Coates  
400 SQ. FT. (TEMPORARY)

PARCEL NO 65 Juan Carlos Martin  
100 SQ. FT. (TEMPORARY)

PARCEL NO 66 Mark G. Kirchner Revocable Trust dated August 19, 2005  
1,175 SQ. FT. (TEMPORARY)

PARCEL NO 67 Warren Olson & Jean Olson  
801 SQ. FT. (TEMPORARY)

PARCEL NO 68 Art Izaguirre & Cailin Miller  
301 SQ. FT. (TEMPORARY)

PARCEL NO 70 Heidi R. Hubbell & Joseph G. Hubbell  
300 SQ. FT. (TEMPORARY)

PARCEL NO 72 Steven Moeller  
1,397 SQ. FT. (TEMPORARY)

PARCEL NO 73 Luis Francisco Leiva Sevilla  
902 SQ. FT. (TEMPORARY)

PARCEL NO 77 John C. Shillcox & Jennifer K. Shillcox  
801 SQ. FT. (TEMPORARY)

PARCEL NO 78 Erin Niedorf & Aaron Niedorf  
451 SQ. FT. (TEMPORARY)

PARCEL NO 81 Howry Properties LLC  
300 SQ. FT. (TEMPORARY)

PARCEL NO 82 Clinton A. Tuhy & Ann M. Tuhy  
101 SQ. FT. (TEMPORARY)

PARCEL NO 83 Jeffrey J. Corniea & Rebecca F. Lunna  
901 SQ. FT. (TEMPORARY)

PARCEL NO 84 Mekdes Biruk & Biniyme Wolde  
407 SQ. FT. (TEMPORARY)

PARCEL NO 85 Katharine A. Chadwick  
519 SQ. FT. (TEMPORARY)

PARCEL NO 89 Deborah L. Trainer & Jack E. Trainer  
300 SQ. FT. (TEMPORARY)

PARCEL NO 91 Carl M. Casale & Kim K. Casale  
1,251 SQ. FT. (TEMPORARY)

PARCEL NO 94 The Mariette Marie Sears Living Trust, Dated October 9, 2007  
451 SQ. FT. (TEMPORARY)

PARCEL NO 95 21st Housing Square LLC  
451 SQ. FT. (TEMPORARY)

PARCEL NO 96 Justin Small & Kristin Small  
1,801 SQ. FT. (TEMPORARY)

PARCEL NO 99 Casey M. Finnegan & Linda L. Finnegan  
700 SQ. FT. (TEMPORARY)

PARCEL NO 100 Kristin Rasmussen Revocable Trust, dated November 8, 2017  
960 SQ. FT. (TEMPORARY)

PARCEL NO 101 Cath Zinner & Theodore L. Zinner Jr.  
1,673 SQ. FT. (TEMPORARY)

PARCEL NO 105 The Thomas I. Dodge Trust Agreement dated March 12, 2010  
9,143 SQ. FT. (TEMPORARY)  
4,815 SQ. FT. (DRAINAGE AND UTILITY)

PARCEL NO 106 Alan R. Johnston & Judith E. Johnston  
301 SQ. FT. (TEMPORARY)

PARCEL NO 108 Eliza D. Burgund  
601 SQ. FT. (TEMPORARY)

PARCEL NO 112 Claire Arthur Miller  
189 SQ. FT. (TEMPORARY)  
89 SQ. FT. (HIGHWAY)

PARCEL NO 113 Thomas Graff & Maria Graff  
1,098 SQ. FT. (HIGHWAY)  
1,163 SQ. FT. (TEMPORARY)

PARCEL NO 114 Mary C. Kirby & Timothy Kirby  
766 SQ. FT. (HIGHWAY)  
364 SQ. FT. (TEMPORARY)

PARCEL NO 115 Patrick M. Henry and Lucille B. Henry Joint Revocable Trust  
503 SQ. FT. (HIGHWAY)

212 SQ. FT. (TEMPORARY)

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends Resolution No. 26-179 (April 21, 2026) to approve the parcel acquisition as set forth above and as described by Dakota County Right of Way Map No. 515, recorded as document numbers 901054 and 3708752 in the Office of the Dakota County Recorder; and

BE IT FURTHER RESOLVED, That, except as expressly amended hereby, the findings and authority conferred by Resolution No. 26-179 shall remain in full force and effect and it is the intention of the Board that the amendments set forth herein shall relate back to the date of adoption of said Resolution as if first set forth therein.

**PREVIOUS BOARD ACTION**

24-351; 7/9/24

26-179; 4/21/26

**ATTACHMENTS**

Attachment: Project Location Map

Attachment: Acquisition Map

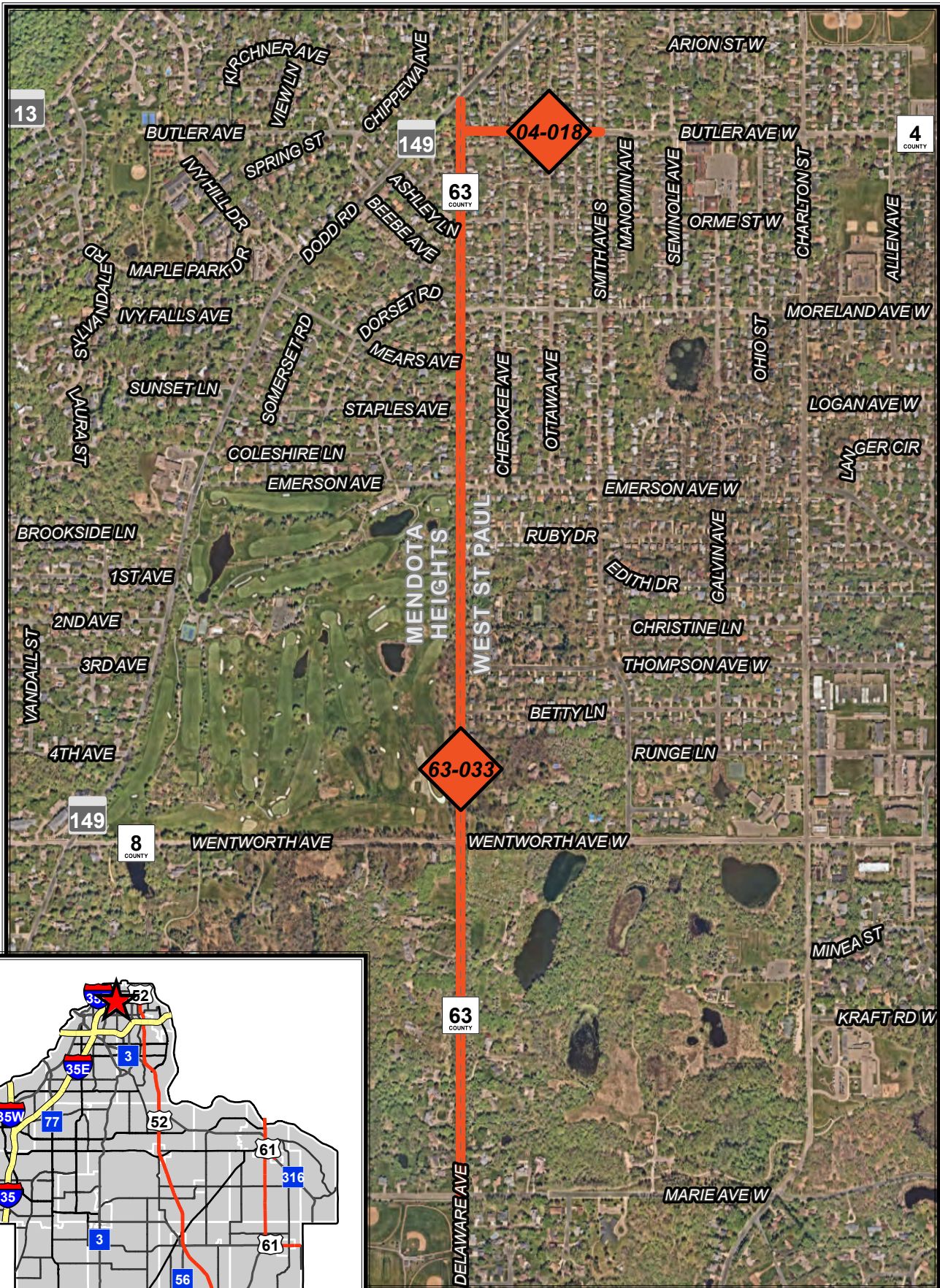
**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Erin Laberee

Author: Joe Morneau



County Projects 63-033 & 04-018

# DAKOTA COUNTY RIGHT OF WAY MAP NO. 515

## COUNTY STATE AID HIGHWAY NO. 63

KNOW ALL PERSONS BY THESE PRESENTS: That the County of Dakota, a body politic and corporate under the laws of the State of Minnesota, pursuant to Minnesota Statutes Chapters 160.085, 160.14 and 505.1792, as amended, has caused the right of way of County State Aid Highway No. 63 to be mapped as it transgresses over and across the following described lands situated in the County of Dakota, State of Minnesota, to wit:

That part of said right of way included in the record plats of:

AUDITORS SUBDIVISION NO 3 MENDOTA  
DODGE ADDITION  
ICKLERS 2ND ADDITION TO SOUTH ST. PAUL  
PARKVIEW 2ND ADDITION  
SOMERSET HEIGHTS  
SOMERSET VIEW  
STAPLES BROTHERS' ADDITION TO ST. PAUL NO 1  
TILSEN GARDEN VALLEY ADDITION  
WALLNER-JOYCE ESTATES

And:  
that part of said right of way included in the following described tracts of land:

In Section 18, Township 28 North, Range 22 West  
Southwest Quarter of the Southwest Quarter

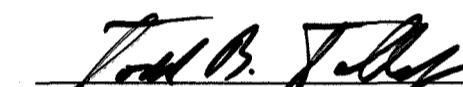
In Section 19, Township 28 North, Range 22 West  
Northwest Quarter of the Northwest Quarter  
Southwest Quarter of the Northwest Quarter  
Southwest Quarter of the Southwest Quarter

In Section 24, Township 28 North, Range 23 West  
Southeast Quarter of the Southeast Quarter  
Northeast Quarter of the Southeast Quarter

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this map is a true and correct representation of the boundary of County State Aid Highway No. 63; that all the distances are correctly shown in feet and hundredths of a foot.

Dated this 6<sup>th</sup> day of January, 2026.

  
Todd B. Tolleson  
Dakota County Surveyor Minnesota  
License No. 42305

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

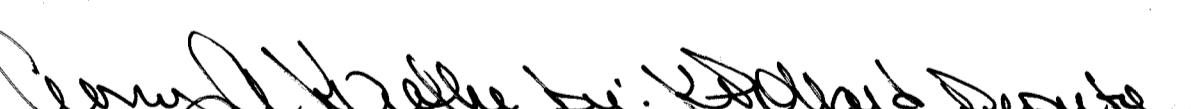
The Board of County Commissioners for Dakota County, Minnesota, pursuant to County Board Resolution No. 85-621 dated November 5, 1985, is hereby designating the right of way of County State Aid Highway No. 63 as designated on DAKOTA COUNTY RIGHT OF WAY MAP NO. 515.

Dated this 6<sup>th</sup> day of January, 2026.

  
Dennis Halseth  
Chair/Board of County Commissioners  
Dakota County, Minnesota

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

This is to certify that the within instrument was filed in the office of the County Recorder for public record on this 2<sup>nd</sup> day of January, 2026, at 9:21 o'clock A.M., as Document Number 3708752.

  
Amy A. Kottke  
County Recorder

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

This is to certify that the within instrument was filed in the office of the Registrar of Titles for public record on this 2<sup>nd</sup> day of January, 2026, at 9:21 o'clock A.M., as Document Number 901054.

Certificate Number(s) 102845, 142953, 114140, 114143, 111172, 184050, 184172

  
Amy A. Kottke  
Registrar of Titles

PARCEL	OWNER	SHEET NUMBER	LOCATION	DEED RECORD DOC. NO. & BK. PG. OR RESIDUE	NEW HIGHWAY RIGHT OF WAY EASEMENT (SQ. FT.)	DRAINAGE AND UTILITY EASEMENT (DU) (SQ. FT.)	TRAIL AND WALL EASEMENT (TW) (SQ. FT.)	TRAIL EASEMENT (TR) (SQ. FT.)	WALL EASEMENT (WE) (SQ. FT.)	TEMPORARY EASEMENT (TE) (SQ. FT.)	TEMPORARY ACCESS EASEMENT (SQ. FT.)
1	Kerry Kem & Lisa Kem	SHEET 3	SE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 3219661						938	
2	Jeffrey R. Shandorf	SHEET 3	SE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 3319913						1,138	
3	Michael J. Nicklawske & Kristen Nicklawske	SHEET 3	SE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 2387957						1,228	
4	Roger J. Burke & Genevieve M. Burke	SHEET 3	SE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 2421466				659		1,945	
6	Monique A. Buursema & John C. Weikert	SHEET 3	SE 1/4 OF THE SE 1/4, SEC 24-28-23	Cert. 102845			1,566			904	
7	Spencer McMillan & Breanna McMillan	SHEET 3	SE 1/4 OF THE SE 1/4, SEC 24-28-23	Cert. 184172		440	1,565			12,455	
8	James P. Kolar & Michele M. Kolar	SHEET 3	NE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 2640573				1,317		6,723	
9	Brian Stevens & Jennifer Stevens	SHEET 3	NE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 3263578		220		1,317		5,083	
10	James E. Joyce Jr Revocable Inter vivos Trust dated 5/18/1999	SHEET 3	NE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 2753354						1,501	
11	Lori A. Hollenkamp Trust via/d December 26, 2000	SHEET 3	LOT 1, BLOCK 1 WALLNER-JOYCE ESTATES	Doc. No. 3279261						2,166	
12	Frank Hickey & Rhonda A. Teich Hickey	SHEET 3	NE 1/4 OF THE SE 1/4, SEC 24-28-23	Doc. No. 2750616						5,558	
13	Somerset Country Club	SHEET 3	LOTS 23-24 AUDITORS SUBDIVISION NO. 3 MENDOTA	BK. 175 DEEDS PG 467		70			12,974	42,336	
13A	Somerset Country Club	SHEET 3	LOTS 23-24 AUDITORS SUBDIVISION NO. 3 MENDOTA	BK. 175 DEEDS PG 467		124,422					13,296
14	Toby D. Schifsky & Joanne M. Schifsky	SHEET 4	LOT 6 & 7, BLOCK 2 SOMERSET HEIGHTS	Doc. No. 2164027				151		478	
15	The Trust Agreement of Virginia A. Kahmert	SHEET 4	LOT 5, BLOCK 2 SOMERSET HEIGHTS	Doc. No. 3492205				301		451	
16	David A. Hanson & Susan E. Hanson	SHEET 4	LOT 4, BLOCK 2 SOMERSET HEIGHTS	Doc. No. 470542				300		1,025	
17	Patrick T. Watson & Nicole M. Watson	SHEET 4	LOT 3, BLOCK 2 SOMERSET HEIGHTS	Doc. No. 2456997				301		576	
18	Curtis A. Almberg & Raymond E. Guessford	SHEET 4	LOT 2, BLOCK 2 SOMERSET HEIGHTS	Doc. No. 3505598				301		700	
19	Patricia M. Gitzen	SHEET 4	LOT 1, BLOCK 2 SOMERSET HEIGHTS	Doc. No. 1723137				301		750	
20	Troy B. Davison & Debbie J. Davison	SHEET 4	LOT 4, BLOCK 1 SOMERSET HEIGHTS	Doc. No. 1306034				301		650	
21	Justin L. Scott	SHEET 4	LOT 3, BLOCK 1 SOMERSET HEIGHTS	Doc. No. 3188219				301		750	
22	Robert D. Lawler & Sandra M. Lawler	SHEET 4	LOT 2, BLOCK 1 SOMERSET HEIGHTS	Doc. No. 399329				301		451	
23	Alexs A. Berget	SHEET 4	LOT 1, BLOCK 1 SOMERSET HEIGHTS	Doc. No. 3517206				301		626	
24	Kevin T. Martin & Angela L. Martin	SHEET 4	LOT 1, BLOCK 5 SOMERSET VIEW	Doc. No. 2839351				361		1,466	
25	Mark Perrone	SHEET 4	LOT 2, BLOCK 5 SOMERSET VIEW	Doc. No. 3494838				361		1,992	
26	Kent B. Crossley & Dee Ann Crossley	SHEET 4	LOT 3, BLOCK 5 SOMERSET VIEW	Doc. No. 610811				361		1,141	
27	James J. Olson	SHEET 4	LOT 4, BLOCK 5 SOMERSET VIEW	Doc. No. 1456038				361		1,142	
28	Heidi A. Swank & Scott A. Swank	SHEET 4	LOT 5, BLOCK 5 SOMERSET VIEW	Doc. No. 3439942			827			952	
29	County of Dakota	SHEET 4	LOT 1, BLOCK 4 SOMERSET VIEW	Doc. No. 3663642							
30	Matthew D. Klein & Kristine Klein	SHEET 4	LOT 1, BLOCK 3 SOMERSET VIEW	Doc. No. 2680505			1,986			1,814	
31	Anthony Charles Killian & Julie Marie Killian	SHEET 4	LOT 1, BLOCK 1 SOMERSET VIEW	Doc. No. 3471309			935	460		1,380	
32	David J. Fassler II & Brianna Havr	SHEET 4	LOT 2, BLOCK 1 SOMERSET VIEW	Doc. No. 3033007			1,209	364		1,186	
33	Corey Ploss	SHEET 4	PART OF LOT 11 AUDITORS SUBDIVISION NO. 3 MENDOTA	Doc. No. 2703542				240		360	
34	Corey Ploss	SHEET 4	PART OF LOT 1 BLOCK 2 SOMERSET VIEW	Doc. No. 2703542				38		58	
35	Dennis Todd Lee	SHEET 4	PART OF LOT 1 BLOCK 2 SOMERSET VIEW	Doc. No. 3627949		110		400		991	
36	Sarah Thomas	SHEET 4	PART OF LOT 11 AUDITORS SUBDIVISION NO. 3 MENDOTA	Doc. No. 3550369				400		1,451	
37	Sarah Thomas	SHEET 4	PART OF LOT 11 AUDITORS SUBDIVISION NO. 3 MENDOTA	Doc. No. 3550369		5,122		677		4,796	

RDW 515

1-4

# DAKOTA COUNTY RIGHT OF WAY MAP NO. 515

## COUNTY STATE AID HIGHWAY NO. 63

PARCEL	OWNER	SHEET NUMBER	LOCATION	DEED RECORD DOC. NO. & BK. PG. OR RESIDUE	NEW HIGHWAY RIGHT OF WAY EASEMENT (SQ. FT.)	DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	TRAIL AND WALL EASEMENT (SQ. FT.)	TRAIL EASEMENT (SQ. FT.)	WALL EASEMENT (SQ. FT.)	TEMPORARY EASEMENT (SQ. FT.)
38	Deidre Jewell	SHEET 4	PART OF LOT 15, LOT 16 BLOCK 2 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3192516						372
39	Hayden N. Singer & Hannah M. Singer	SHEET 4	PART OF LOT 15, LOT 14 BLOCK 2 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3549708						652
40	Kathryn Sanchez Bergeron	SHEET 4	LOT 13, BLOCK 2 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 2879662						402
41	Elizabeth F. Gunhus	SHEET 4	LOTS 11 & 12, BLOCK 2 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 2128228						487
42	Thomas M. Solheid	SHEET 4	LOT 10, BLOCK 2 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 2875642						625
43	Wilbert P. Cuevas & Patricia Cuevas	SHEET 4	LOT 20, BLOCK 1 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 615299				16		1,281
44	Todd Van Heel	SHEET 4	LOT 19, BLOCK 1 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3505521				13		648
45	Suzanne R. De Young	SHEET 4	LOTS 16 & 17, BLOCK 1 ICKLERS 2ND ADDITION TO SOUTH ST. PAUL	Cert. 164190						676
46	Geoff Chialu Chen & Jessica Grace Chen	SHEET 4	PART OF LOT 14 & LOT 15 BLOCK 1 ICKLERS 2ND ADDITION TO SOUTH ST. PAUL	Doc. No. 3616265						151
49	Mary Elisabeth Alm	SHEET 4	LOT 1 & LOT 2 BLOCK 2 ICKLERS 2ND ADDITION TO SOUTH ST. PAUL	Doc. No. 3680364						125
50	Juan Villanueva Delacruz & Jeannine Pohl	SHEET 4	LOT 1 & PART OF LOT 2 BLOCK 3 ICKLERS 2ND ADDITION TO SOUTH ST. PAUL	Doc. No. 3642543						13
52	Andrew D. Joy	SHEET 4	LOTS 1 & 2, BLOCK 4 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 2977507						405
54	Alan R. Ellis & Brigid M. Ellis	SHEET 4	LOT 1, BLOCK 3 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3233983						430
55	Daniel J. Huebl	SHEET 4	LOTS 29 & 30, BLOCK 3 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3205339				61		351
56	Carrie Watts	SHEET 4	LOTS 27 & 28, BLOCK 3 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3140079						751
58	Patricia M. Spanier	SHEET 4	LOTS 24 & PART OF LOT 25, BLOCK 3 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3634542						150
59	Olivia Lien	SHEET 4	PART OF LOT 22 & LOT 23, BLOCK 3 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3527162						201
60	Zachary S. Coates	SHEET 4	PART OF LOT 20, LOT 21 PART OF LOT 22, BLOCK 3 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3281114						400
65	Juan Carlos Martin	SHEET 4	PART OF LOT 18 & LOT 19, BLOCK 6 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3611522						100
66	Mark G. Kirchner Revocable Trust dated August 19, 2005	SHEET 4	LOTS 15-17 & PART OF LOT 18, BLOCK 6 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 2352890						1,175
67	Warren Olson & Jean Olson	SHEET 4	PART OF LOT 13 & LOT 14 BLOCK 6 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 453798						801
68	Art Izaguirre & Caitlin Miller	SHEET 4	LOT 12 & PART OF LOT 13 BLOCK 6 STAPLES BROTHERS ADDITION TO ST. PAUL NO. 1	Doc. No. 3644507						301
70	Heidi R. Hubbell & Joseph G. Hubbell	SHEET 4	LOT 6, BLOCK 2 STAPLES BROTHERS ADDITION NO. 2 TO SOUTH ST. PAUL	Doc. No. 2164102						300
72	Steven Mosler	SHEET 4	PART OF LOT 11 & LOT 12, BLOCK 3 STAPLES BROTHERS ADDITION NO. 2 TO SOUTH ST. PAUL	Doc. No. 3465922						1,397
73	Luis Francisco Leiva Sevilla	SHEET 4	LOT 10 & PART OF LOT 11, BLOCK 3 STAPLES BROTHERS ADDITION NO. 2 TO SOUTH ST. PAUL	Doc. No. 3595148						902
77	John C. Shilcox & Jennifer K. Shilcox	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 2539404						801
78	Erin Niedorf & Aaron Niedorf	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 3579642						451

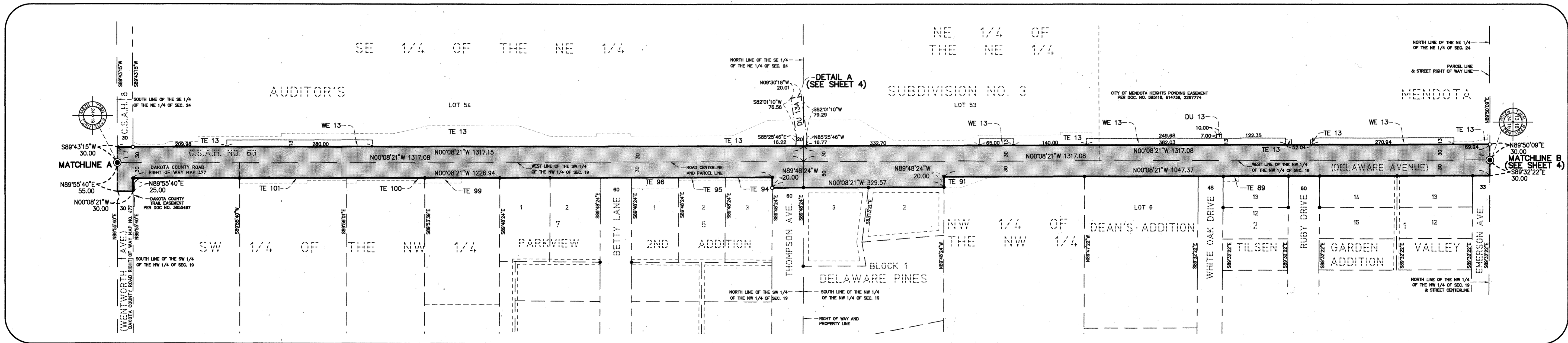
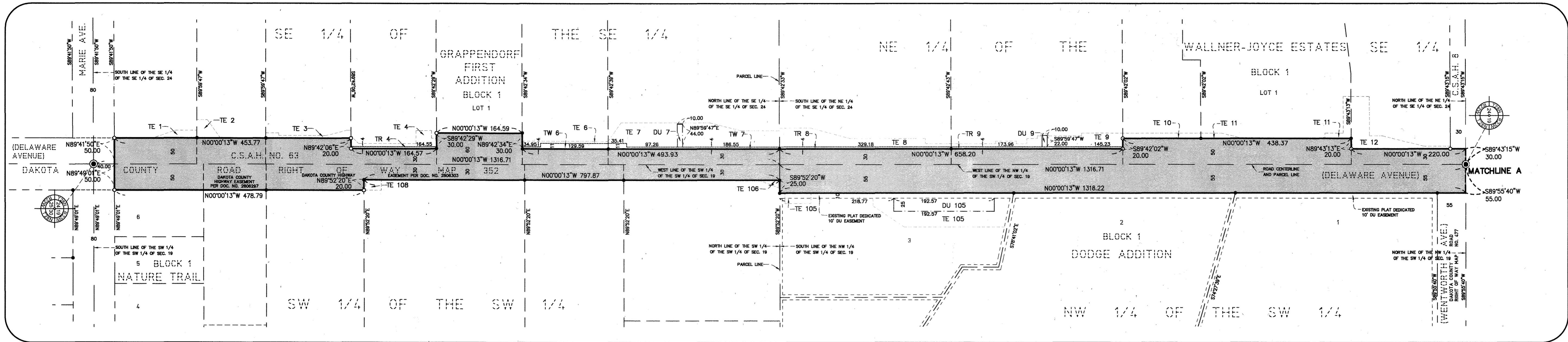
PARCEL	OWNER	SHEET NUMBER	LOCATION	DEED RECORD DOC. NO. & BK. PG. OR RESIDUE	NEW HIGHWAY RIGHT OF WAY EASEMENT (SQ. FT.)	DRAINAGE AND UTILITY EASEMENT (DU) (SQ. FT.)	TRAIL AND WALL EASEMENT (TW) (SQ. FT.)	TRAIL EASEMENT (TR) (SQ. FT.)	WALL EASEMENT (WE) (SQ. FT.)	TEMPORARY EASEMENT (TE) (SQ. FT.)
81	Howry Properties LLC	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 3077080						300
82	Clinton A. Tuhy & Ann M. Tuhy	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 3278704						101
83	Jeffrey J. Corniea & Rebecca F. Lunna	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 2043305						901
84	Mekdes Biruk & Biniyme Wolde	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 3348997						407
85	Katharine A. Chadwick	SHEET 4	SW 1/4 OF THE SW 1/4, SEC 18-28-22	Doc. No. 3434325						519
89	Deborah L. Trainer & Jack E. Trainer	SHEET 3	LOT 13, BLOCK 2, TILSEN GARDEN VALLEY ADDITION	Cert. 164683						300
91	Carl M. Casale & Kim K. Casale	SHEET 3	NW 1/4 OF THE NW 1/4, SEC 19-28-22	Doc. No. 2814020						1,251
94	The Mariette Marie Sears Living Trust, Dated October 9, 2007	SHEET 3	LOT 3, BLOCK 6, PARKVIEW 2ND ADDITION	Cert. 143953						451
95	21st Housing Square LLC	SHEET 3	LOT 2, BLOCK 6, PARKVIEW 2ND ADDITION	Cert. 184050						451
96	Justin Small & Kristin Small	SHEET 3	LOT 1, BLOCK 6, PARKVIEW 2ND ADDITION	Cert. 171172						1,801
99	Casey M. Finnegan & Linda L. Finnegan	SHEET 3	SW 1/4 OF THE NW 1/4, SEC 19-28-22	Doc. No. 3471184						700
100	Kristin Rasmussen Revocable Trust, dated November 8, 2017	SHEET 3	SW 1/4 OF THE NW 1/4, SEC 19-28-22	Doc. No. 3234935						960
101	Cath Zinner & Theodore L. Zinner Jr.	SHEET 3	SW 1/4 OF THE NW 1/4, SEC 19-28-22	Doc. No. 785314						1,673
105	The Thomas I. Dodge Trust Agreement dated March 12, 2010	SHEET 3	LOT 3, BLOCK 1, DODGE ADDITION	Doc. No. 3616501		4,815				9,143
106	Aan R. Johnston & Judith E. Johnston	SHEET 3	SW 1/4 OF THE SW 1/4, SEC 30-28-22	Doc. No. 962582						301
108	Eliza D. Burgund	SHEET 3	SW 1/4 OF THE SW 1/4, SEC 30-28-22	Doc. No. 2683078						601
112	Claire Arthur Miller	SHEET 4	LOT 2, BLOCK 4, SOMERSET VIEW	Doc. No. 3541291	89					189
113	Thomas Graff & Maria Graff	SHEET 4	LOT 4 & PART OF LOT 5, BLOCK 6 SOMERSET VIEW	Doc. No. 3421815	1,098					1,163
114	Mary C. Kirby & Timothy Kirby	SHEET 4	LOT 1, BLOCK 7 SOMERSET VIEW	Doc. No. 1142635	766					364
115	Patrick M. Henry and Lucille B. Henry Joint Revocable Trust	SHEET 4	LOT 3, BLOCK 4 SOMERSET VIEW	Doc. No. 3237344	503					212

ROW SIS

2.4

# DAKOTA COUNTY RIGHT OF WAY MAP NO. 515

## COUNTY STATE AID HIGHWAY NO. 63



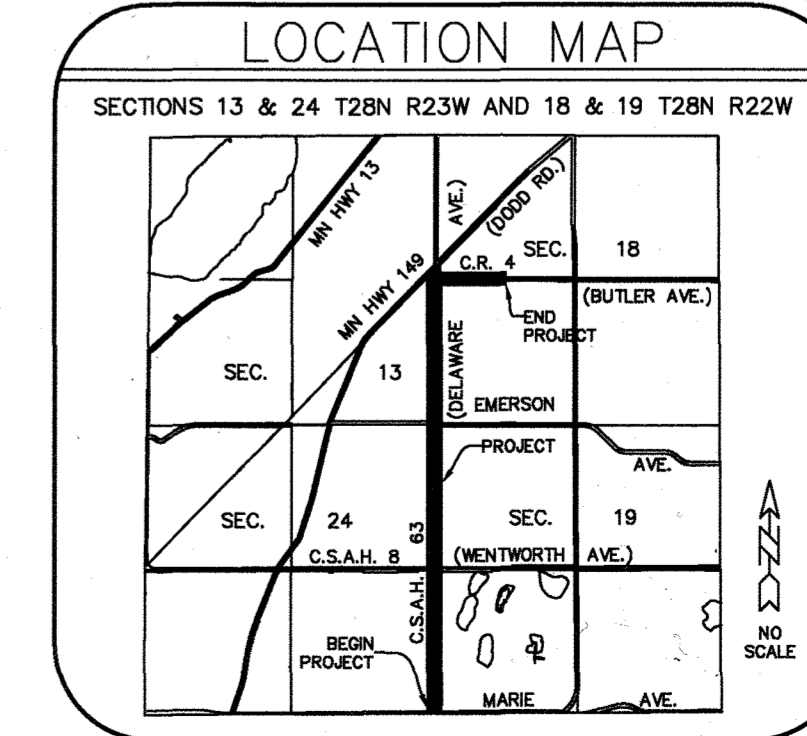
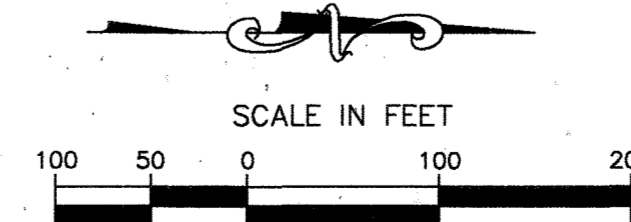
### LEGEND

- DENOTES FOUND MONUMENT
- DENOTES DAKOTA COUNTY MONUMENT
- DENOTES R/W BOUNDARY CORNER, FOLLOWING CONSTRUCTION THE CORNERS WILL BE MONUMENTED WITH A DAKOTA COUNTY R/W MONUMENT.
- DENOTES GOV'T. SUBDIVISION LINES
- DENOTES PARCEL LINE
- DENOTES EXISTING ROAD CENTERLINE
- DENOTES EXISTING R/W
- DENOTES EXISTING EASEMENT
- DENOTES R/W BOUNDARY
- DENOTES DRAINAGE AND UTILITY EASEMENT (DU)
- DENOTES TEMPORARY EASEMENT (TE)
- DENOTES TRAIL, WALL OR TRAIL AND WALL EASEMENT (TR) (WE) (TW)
- DENOTES UNDERLYING PARCEL LINE

### HATCHING LEGEND

- DENOTES EXISTING RIGHT OF WAY

1. FOR DETAILS OF THE CONTENTS OF THIS RIGHT OF WAY MAP CONTACT THE DAKOTA COUNTY SURVEYOR'S OFFICE.
2. EASEMENTS ARE TO BE ACQUIRED BY SEPARATE DOCUMENT ON FILE IN THE DAKOTA COUNTY RECORDS OFFICE
3. ALL DISTANCES ON THE MAP ARE SHOWN IN FEET AND HUNDREDTHS OF FEET.
4. THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 19, TOWNSHIP 028, RANGE 22, IS ASSUMED TO BEAR N00°08'21"W
5. THE INTENT OF THIS RIGHT OF WAY MAP IS TO SHOW THE RIGHT OF WAY BOUNDARY OF THIS HIGHWAY PROJECT. THE LOCATION OF THE PARCELS IS A COMPILATION OF FOUND MONUMENTS AND CURRENT DEED RECORDS.
6. EXISTING RIGHT OF WAY IS ASSUMED PRESRIPTIVE EASEMENT UNLESS OTHERWISE NOTED.



RWD SIS

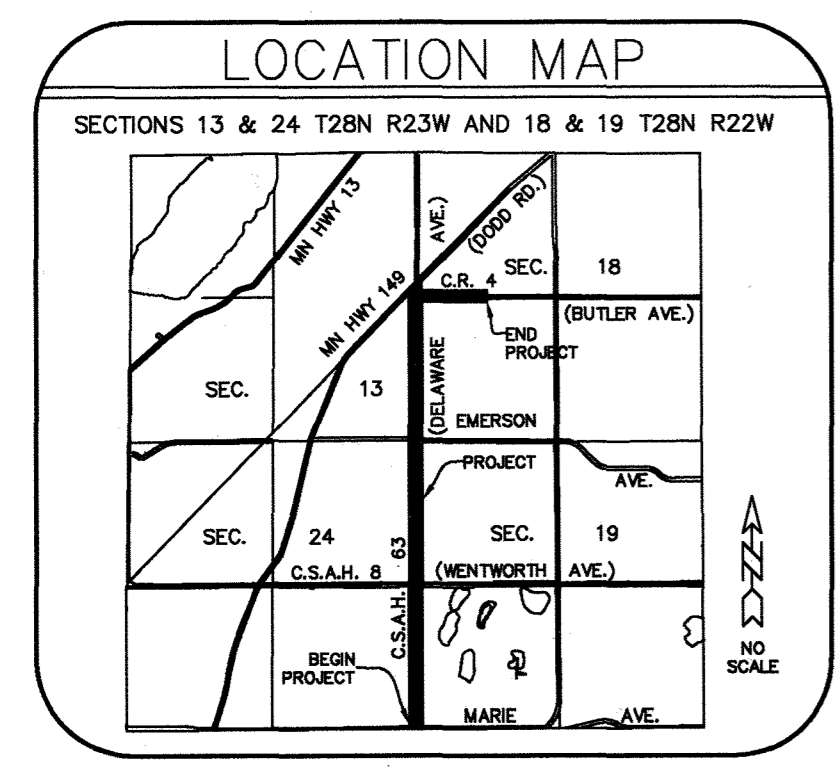
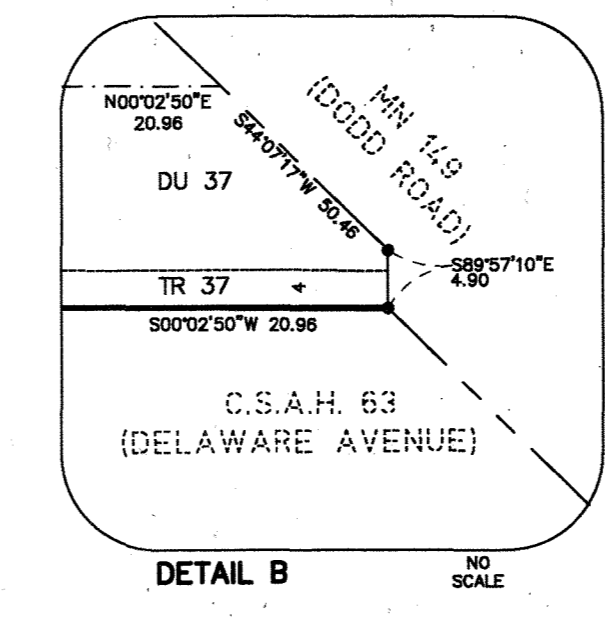
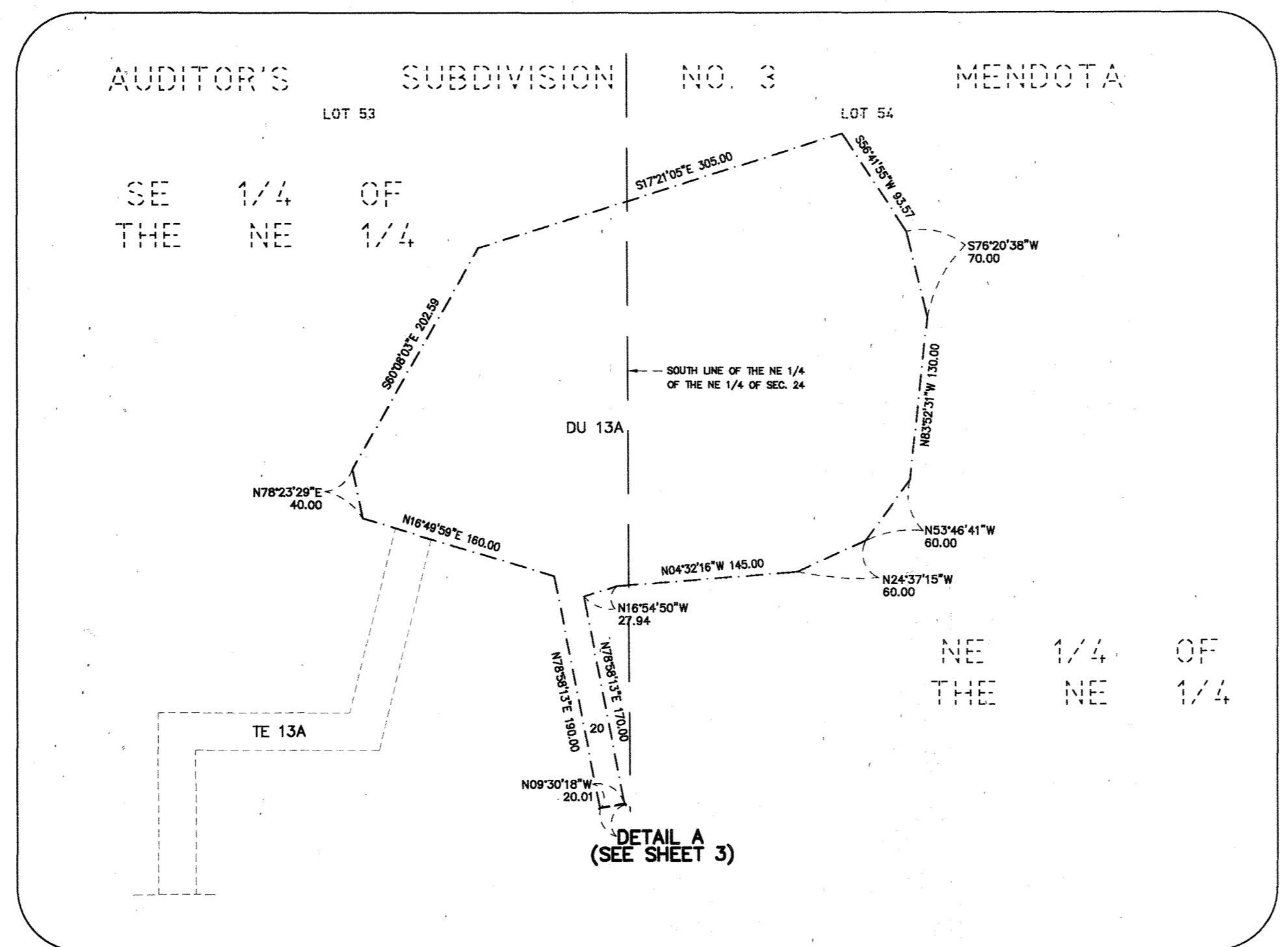
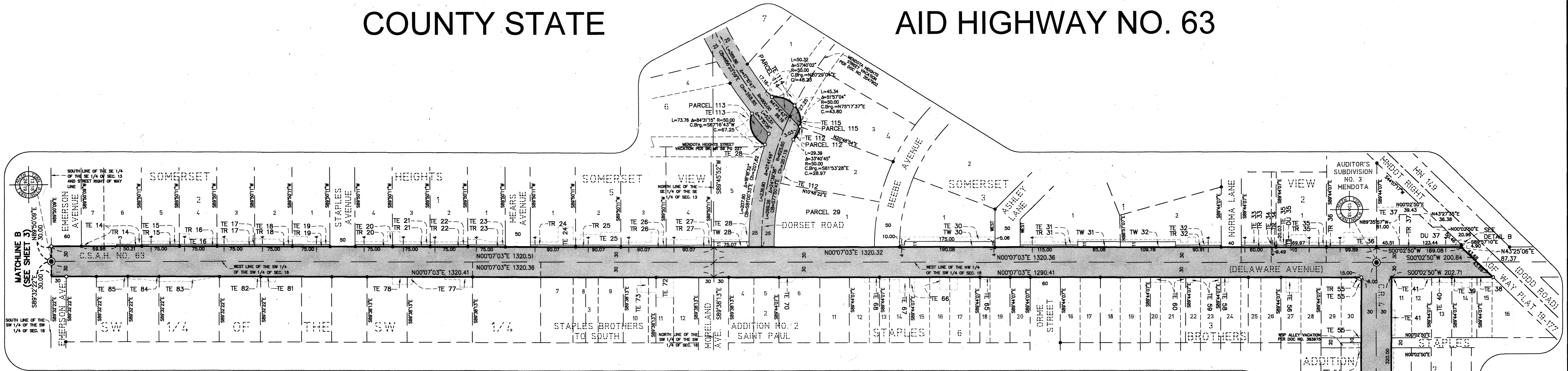
3.4

SACCO PRODUCTS • NEW HOPE, MINNESOTA  
 REPRODUCED BY PERMIT OF THE DAKOTA COUNTY SURVEYOR'S OFFICE

# DAKOTA COUNTY RIGHT OF WAY MAP NO. 515

## COUNTY STATE

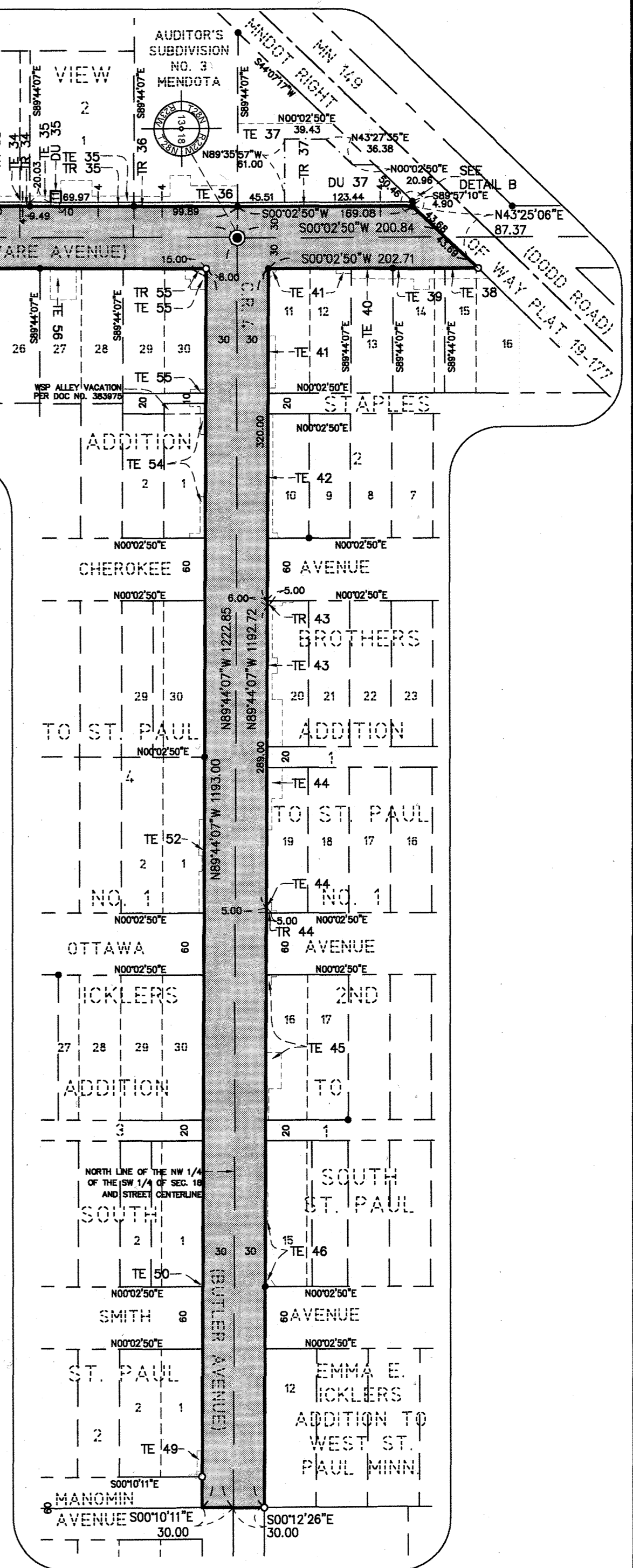
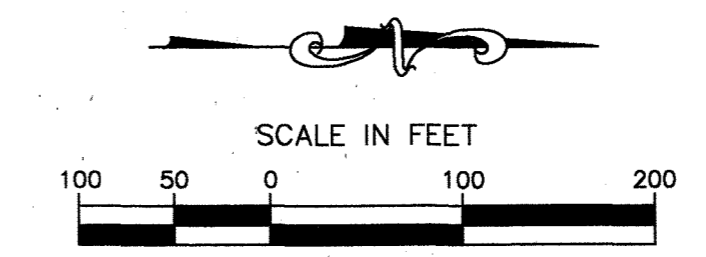
### AID HIGHWAY NO. 63



- LEGEND**
- DENOTES FOUND MONUMENT
  - ⊙ DENOTES DAKOTA COUNTY MONUMENT
  - DENOTES R/W BOUNDARY CORNER. FOLLOWING CONSTRUCTION THE CORNERS WILL BE MONUMENTED WITH A DAKOTA COUNTY R/W MONUMENT.
  - DENOTES GOV'T. SUBDIVISION LINES
  - - - DENOTES PARCEL LINE
  - · - · - DENOTES EXISTING ROAD CENTERLINE
  - · - · - DENOTES EXISTING R/W
  - · - · - DENOTES EXISTING EASEMENT
  - · - · - DENOTES R/W BOUNDARY
  - · - · - DENOTES DRAINAGE AND UTILITY EASEMENT (DU)
  - · - · - DENOTES TEMPORARY EASEMENT (TE)
  - · - · - DENOTES TRAIL, WALL OR TRAIL AND WALL EASEMENT (TR) (WE) (TW)
  - · - · - DENOTES UNDERLYING PARCEL LINE

- HATCHING LEGEND**
- ▨ DENOTES NEW RIGHT OF WAY
  - ▩ DENOTES EXISTING RIGHT OF WAY

1. FOR DETAILS OF THE CONTENTS OF THIS RIGHT OF WAY MAP CONTACT THE DAKOTA COUNTY SURVEYOR'S OFFICE.
2. EASEMENTS ARE TO BE ACQUIRED BY SEPARATE DOCUMENT ON FILE IN THE DAKOTA COUNTY RECORDS OFFICE
3. ALL DISTANCES ON THE MAP ARE SHOWN IN FEET AND HUNDRETHS OF FEET.
4. THE WEST LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 028, RANGE 22, IS ASSUMED TO BEAR N00°07'03"E
5. THE INTENT OF THIS RIGHT OF WAY MAP IS TO SHOW THE RIGHT OF WAY BOUNDARY OF THIS HIGHWAY PROJECT. THE LOCATION OF THE PARCELS IS A COMPILATION OF FOUND MONUMENTS AND CURRENT DEED RECORDS.
6. EXISTING RIGHT OF WAY IS ASSUMED PRESRIPTIVE EASEMENT UNLESS OTHERWISE NOTED.



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4-4



# Board of Commissioners

## Request for Board Action

Item Number: DC-5683

Agenda #: 10.1

Meeting Date: 6/9/2026

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

**Approval Of 2026 Intoxicating Liquor License Application From Merry Marry Inc.**

### PURPOSE/ACTION REQUESTED

Approve the 2026 intoxicating liquor license application from Merry Marry Inc., dba The Gardens Of Castle Rock

### SUMMARY

Pursuant to Minn. Stat. § 340A403, Dakota County is authorized to issue licenses for off sale and on sale licenses for the sale of 3.2 percent malt liquor within the County, and pursuant to Minn. Stat. § 340A.402, 405, Dakota County is authorized to issue licenses for on sale and off sale intoxicating liquor to qualifying establishments in the unorganized territories of the County. A county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written recommendation from the Sheriff and County Attorney stating that to the best of their knowledge the applicant is eligible to be licensed under Minn. Stat. § 304A.402. The Sheriff and County Attorney certify that, as of this date, the following applicants satisfy the liquor license eligibility requirements. The application has also been approved by Castle Rock Township on March 9, 2026.

<u>Establishment</u>	<u>Type</u>	<u>Township</u>	<u>Fee</u>
Merry Marry Inc. dba The Gardens of Castle Rock	On Sale and Sunday Sale	Marshan	\$4,725

### RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners approve the intoxicating liquor license application listed herein.

### EXPLANATION OF FISCAL/FTE IMPACTS

The proceeds from this license application will be recorded as revenue in the General Fund.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

### RESOLUTION

WHEREAS, Dakota County is authorized to issue licenses for on sale and off sale intoxicating liquor to qualifying establishments in the unorganized territories of the County; and

WHEREAS, a county may not issue or renew a retail license to sell any alcoholic beverages until the

County Board has received a written certification from the Sheriff and County Attorney that to the best of their knowledge the application is eligible to be license under Minn. Stat. § 340A.402 and Minn. Rules § 7515.0410; and

WHEREAS, the application has been approved by the Township of Castle Rock on March 9, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2026 intoxicating liquor license and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Merry Marry Inc., dba The Gardens of Castle Rock: On Sale and Sunday Sale

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

None.

**BOARD GOALS**

- Thriving People       A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs       Excellence in Public Service

**CONTACT**

Department Head: Teresa Mitchell

Author: Teresa Mitchell



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5740

**Agenda #:** 13.1

**Meeting Date:** 6/9/2026

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### Information

See Attachment for future Board meetings and other activities.

**June 8, 2026**

Monday

12:00 PM - 12:00 PM

**Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom**  
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3Zll0REJyVGJ2RnQxbXc4Zz09>)

1:00 PM - 1:00 PM

**Special County Board of Appeal and Equalization Meeting -- Dakota County Western Service Center, 14955 Galaxie Avenue, Room L106, Apple Valley (Note: Tentative Start Time)**

**June 9, 2026**

Tuesday

9:00 AM - 9:00 AM

**Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

9:30 AM - 9:30 AM

**Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

1:00 PM - 1:00 PM

**Service Award Celebration -- Thompson County Park, 360 Butler Ave E, West St Paul**

**June 10, 2026**

Wednesday

10:00 AM - 10:00 AM

**Metropolitan Emergency Services Board Executive Committee Meeting -- Metro Counties Government Center, 2099 University Avenue West, Room 205, St. Paul**

4:00 PM - 4:00 PM

**Vermillion River Watershed Community Advisory Committee -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington, Conference Room A**

**June 11, 2026**

Thursday

7:30 AM - 7:30 AM

**I-35W Solutions Alliance Board Meeting -- Richfield City Hall, 6700 Portland Ave South, Bartholomew Room, Richfield**

**June 15, 2026**

Monday

8:00 AM - 8:00 AM

**Association of MN Counties District 10 Spring Meeting -- Anoka County Emergency Communications Building, 13535 Hanson Blvd NW, Andover**

**June 16, 2026**

Tuesday

9:00 AM - 9:00 AM

**Dakota County Physical Development Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

**June 16, 2026 Continued**

Tuesday

9:30 AM - 9:30 AM

**Dakota County Finance Work Session (or following PDC) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

1:00 PM - 1:00 PM

**Community Services Committee of the Whole - CANCELED**

**June 17, 2026**

Wednesday

4:30 PM - 4:30 PM

**Minnesota Valley Transit Authority Board Meeting -- Burnsville Bus Garage, 11550 Rupp Drive, Burnsville**

**June 19, 2026**

Friday

All Day

**County Offices Closed - Juneteenth Holiday**

**June 22, 2026**

Monday

3:30 PM - 3:30 PM

**Denmark Trail Townhomes Open House & Ribbon Cutting -- Denmark Trail, 22318 Denmark Trail, Farmington**

**June 23, 2026**

Tuesday

9:00 AM - 9:00 AM

**Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

9:30 AM - 9:30 AM

**Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

3:00 PM - 3:00 PM

**Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom**



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5741

**Agenda #:** 14.1

**Meeting Date:** 6/9/2026

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Adjournment