Dakota County

Physical Development Committee of the Whole

Agenda

Tuesday, February 10, 2026	**9:00 AM**	**Conference Room 3A, Administration Center, Hastings**

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
Commissioners may participate in the meeting by interactive technology.

1. Call to Order and Roll Call

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to CountyAdmin@co.dakota.mn.us and instructions will be given to participate during the meeting. Verbal comments are limited to five minutes.

3. Approval of Agenda (Additions/Corrections/Deletions)

3.1 Approval of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On January 13, 2026

5. Regular Agenda

5.1 *Environmental Resources* - Authorization To Execute First Amendment To Joint Powers Agreement With Scott County For Design And Construction Of Regional Household Hazardous Waste Collection And Recycling Facility And Amend Project Budget

5.2 *Environmental Resources* - Authorization To Execute Operations Agreement With Scott County For Operation Of The Regional Household Hazardous Waste Collection And Recycling Facility

6. Physical Development Director's Report

7. Future Agenda Items

8. Adjournment

8.1 Adjournment

For more information please call 952-891-7000.
Physical Development agendas are available online at
https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx
Public Comment can be sent to CountyAdmin@co.dakota.mn.us

Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-5312 **Agenda #:** 3.1 **Meeting Date:** 2/10/2026

Approval of Agenda (Additions/Corrections/Deletions)

Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-5313 **Agenda #:** 4.1 **Meeting Date:** 2/10/2026

Approval Of Minutes Of Meeting Held On January 13, 2026

Dakota County

Physical Development Committee of the Whole

Minutes

Tuesday, January 13, 2026 **9:00 AM** **Conference Room 3A, Administration Center, Hastings**

1. Call to Order and Roll Call

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

Also in attendance were Heidi Welsch, County Manager; Tom Donely, First Assistant County Attorney; Georg Fischer, Physical Development Division Director; Liz Hansen, Administrative Coordinator.

Due to technical difficulties, the audio was not recorded for this meeting.

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2. Audience

Commissioner Holberg asked if there was anyone in the audience that wished to address the Physical Development Committee of the Whole on an item not on the agenda or an item on the consent agenda. No one came forward and no comments were submitted to CountyAdmin@co.dakota.mn.us.

3. Approval of Agenda (Additions/Corrections/Deletions)

3.1 Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland Second: Mike Slavik

Ayes: 7

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On December 2, 2025

Motion: Laurie Halverson Second: Liz Workman

Ayes: 7

4.2 Approval Of Joint Powers Agreements With Cities And Delegation Of Authority For Contracting And Right Of Way Acquisition To Accomplish 2026 Transportation, Parks, and Facilities Capital Improvement Projects

Motion: Laurie Halverson Second: Liz Workman

WHEREAS, the Dakota County Physical Development Administration Department regularly requests County Board approval for actions required to deliver projects in the adopted Capital Improvement Program (CIP); and

WHEREAS, joint powers agreements with Cities and cost-share agreements with the Minnesota Department of Transportation and other agencies are standard agreements needed on projects in the CIP that adhere to County policies and have consistent language; and

WHEREAS, awarding construction contracts to the lowest responsible bidder is a regular consent action item brought forward to the Board for projects in the CIP; and

WHEREAS, any awards not to the low bidder or require the rejection of bids will be brought to the County Board for action; and

WHEREAS, this resolution does not alter the Board process for adopting projects in the CIP each year or the process for obtaining Board approval for professional services contracts, study recommendations, appraisals, and right of way settlements; and

WHEREAS, quarterly reports on all contracts and project updates would continue to be presented by Finance to the Board; and

WHEREAS, staff will provide the Board with a detailed list of authorized projects, including budget reference information, and provide periodic updates on executed and construction contract awards; and

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with projects included in the 2026 Transportation CIP; and

WHEREAS, Dakota County is the lead agency for right of way acquisition necessary in 2026 for construction to begin in 2027; and

WHEREAS, the acquisition of property interests, such as fee title and temporary and permanent easements, from private property parcels identified in Dakota County 2026 Transportation CIP projects by the County is necessary to deliver and construct the projects during the programmed year; and

WHEREAS, all valuations of the property interests to be acquired are based upon independent valuation reports; and

WHEREAS, delegation of authority to approve appraisals of value and all first offers being made to the property owners by the Director of Physical Development or their designee will allow for more time for property owners to review the County's offers and resolved the acquisitions before eminent domain

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may be necessary; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, staff will seek County Board authorization for the County Attorney's Office to initiate quick-take condemnation of the remaining unsettled parcels; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the Director of Physical Development or their designee to enter into joint powers agreements with cities and the appropriate Department Director or designee to award construction contracts to the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the following projects:

Transportation:
County Project (CP) 04-018: CSAH 4 from County State Aid Highway (CSAH) 63 to Smith Ave Trail Gap in West St. Paul
CP 05-058: CSAH 5 at Southcross Signal Reconstruction in Burnsville
CP 5-060: CSAH 5 at Kenyon Ave in Lakeville
CP 9-065: CSAH 9 from 208th Street to CSAH 50 (Kenwood Trl) in Lakeville
CP 9-067: CSAH 9 from CSAH 70 (215th St) to South of 210th St in Lakeville
CP 9-069: CSAH 9 at Glacier Way in Lakeville
CP 11-033: CSAH 11 at I-35E Interchange Ramp Improvements in Burnsville and Apple Valley
CP 14-035: CSAH 14 from 20th Ave to 3rd Ave in South St. Paul
CP 23-088: CSAH 23 from CSAH 9 (179th Street) to CSAH 42 (150th Street) in Apple Valley and Lakeville
CP 26-060: CSAH 26 from Trunk Highway (TH) 3 to CSAH 73 Reconstruction in Inver Grove Heights
CP 26-068: CSAH 26 from CSAH 73 to Cahill Ave Trail Gap and Reclamation in Inver Grove Heights
CP 28-069: CSAH 28 (80th Street) Trail Gap in Inver Grove Heights
CP 31-113: CSAH 31 at CSAH 50 (W Junction) in Farmington
CP 31-115: CSAH 31 from CSAH 74 (Ash St) to CSAH 50 (212th St) in Farmington
CP 31-118: CSAH 31 at Upper 147th Street Access Restriction in Apple Valley
CP 31-119: CSAH 31 from 144th Street to Corporate Center Dr in Apple Valley and Eagan
CP 31-124: CSAH 31 at Crestridge Ln in Eagan
CP 31-125: CSAH 31 at CSAH 46 (160th Street) in Apple Valley and Lakeville
CP 31-126: CSAH 31 at Wescott Rd/Kings Wood Pond Rd in Eagan
CP 32-093: CSAH 32 from Johnny Cake Ridge Road to CSAH 31 (Pilot Knob Rd) in Eagan
CP 33-019: CSAH 33 from 140th St/Connemara Trl to CSAH 31 (Pilot Knob Rd) in Apple Valley and Rosemount
CP 38-061: CSAH 38 from CSAH 5 to Aldrich Ave in Burnsville
CP 38-068: CSAH 38 from Garden View Dr to Hanover Ave; W of Diamond Path

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in Apple Valley
CP 42-161: CSAH 42 from Lock Blvd to Vermillion Street Overlay and Trail Construction in Hastings
CP 42-163: CSAH 42 from Redwood Dr to 147th Street Reconstruction in Apple Valley
CP 42-167: CSAH 42 from CSAH 5 to Nicollet Ave in Burnsville
CP 42-170: CSAH 42 at Trunk Highway 3 in Rosemount
CP 42-172: CSAH 42 from Cedar to Pilot Knob Federal Overlay in Apple Valley
CP 42-173: CSAH 42 from CSAH 33 (Diamond Path) to TH 3 in Apple Valley and Rosemount
CP 42-174: CSAH 42 at TH 52 Interchange Improvements in Rosemount
CP 42-177: CSAH 42 at Garrett Ave and At Pilot Knob Road Signal Replacement in Apple Valley
CP 42-179: CSAH 42 from West of Business Pkwy to Auburn Ave in Rosemount
CP 43-057: CSAH 43 from Keefe St to TH 55 in Eagan
CP 43-059: CSAH 43 at Northview Park Rd in Eagan
CP 47-047: CSAH 47 from North of CSAH 86 to TH 50 Reconstruction in Castle Rock Twp and Hampton Twp
CP 50-033: CSAH 50 at I-35 Interchange in Lakeville
CP 50-038: CSAH 50 at CSAH 60 in Lakeville
CP 54-011: CSAH 54 from 18th Street to CSAH 68 in Hastings and Ravenna Township
CP 56-014: CSAH 56 Corridor Pedestrian Improvements in Inver Grove Heights
CP 60-029: CSAH 60 at Orchard Trail in Lakeville
CP 63-033: CSAH 63 from Marie Ave to TH 149 Reconstruction in Mendota Heights and West St. Paul
CP 64-027: County Road 64 (Flagstaff Ave) from 200th Street to 195th Street in Farmington
CP 74-011: CSAH 74 from CSAH 31 (Denmark Ave) to Honeysuckle Ln in Farmington
CP 86-043: CSAH 86 at TH 56 Roundabout in Randolph Township
CP 86-044: CSAH 86 at TH 3 Roundabout in Castle Rock Township
CP 91-030: CSAH 91 from 675’ South of Nicolai Ave to TH 61 Reconstruction in Miesville
Paved Highway Surfaces
Gravel Highway Surface
Gravel Highway Surface - Repairs
Crack Seal
Pedestrian and Bicycle Facilities
Retaining Wall Maintenance
Traffic Safety & Operations - Pavement Markings
Storm Sewer System Maintenance
Signal Revisions/Communications
Traffic Signal - New/Replacement
Trail Gap Setaside

Parks:

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2000230: Greenway Preservation
2000236: Miesville Ravine Park Reserve Long-Range Plan Improvements
P00147: Veterans Memorial Greenway
River to River Greenway: TH 149 Crossing and trail improvements south of Marie
Countywide Greenway and Park Wayfinding Installation
Lebanon Hills Greenway: Lebanon Hills Regional Park to Dodd Road
Lake Marion Greenway: Lakeville - Ritter Farm Park to Holyoke
Lebanon Hills Regional Park: Sustainable Trail Improvements
Whitetail Woods Regional Park: Stage and Shade Improvements
Lake Byllesby Regional Park Turbine Exhibit and Road and Trail realignment

Facilities:
Roof Replacement Program
Window Replacement Program
Law Enforcement Center Housing Unit Fixture Replacement
Boiler Replacement Program
Chiller Replacement Program
Air Cooled Condenser Replacement Program
HVAC, Pumps, and Fans Replacement Program
Cabinet Unit Heater Replacement Program
Empire Maintenance Facility Geothermal Heat Pump Replacement
Judicial Service Center and Western Service Center Fire Pump Replacement
Countywide Life Safety Enhancement Program
Generator, ATS, Main Electrical, and MCC Replacement Program
Uninterruptible Power Supply Replacement Program
Miscellaneous Projects
Accessibility Barrier Removal Program
Exterior Building Envelope Maintenance Program
Exterior Door Replacement Program
Water Heater Replacement Program
Sanitary Waste Pump Replacements
Air Handling Unit Replacement Program
Make-Up Air Unit Replacements
HVAC Controls/Automation System Replacements
Electrical Service Gear Replacement Program
Flooring Replacement Program
Parking Lots Pavement Program
Energy Efficiency Program

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Physical Development or their designee to approve appraisals of value and to make initial offers based on appraised value for any right of way acquisitions needed for the following 2026 Transportation Capital Improvement Program projects:

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Real Estate Office Right of Way Acquisitions:
CP 23-088: Mill and overlay CSAH 23 (Cedar Ave) from CSAH 9 (179th St) to CSAH 42 (150th St) in Apple Valley and Lakeville
CP 28-079: Signal replacement at CSAH 28 (Yankee Doodle Ave) and Denmark Ave in Eagan
CP 31-115: Roadway reconstruction CSAH 31 (Denmark Ave) from CSAH 74 (220th St) to CSAH 50 (212th St) in Farmington
CP 31-124: Intersection improvements at CSAH 31 (Pilot Knob Rd) and Crestridge Ln in Eagan
CP 31-125: Signal replacement at CSAH 31 (Pilot Knob Rd) and CSAH 46 (160th St W) in Apple Valley and Lakeville
CP 31-126: Signal replacement at CSAH 31 (Pilot Knob Rd) and Wescott Rd/Kings Wood Pond Rd in Eagan
CP 38-061: Intersection improvements at CSAH 38 (McAndrews Rd) and Burnhaven Dr and trail gap study from CSAH 5 to Burnhaven Dr in Burnsville CP 38-068: Retaining wall replacement along CSAH 38 (McAndrews Rd) between Hannover Ave and Gardenview Dr in Apple Valley
CP 42-173: Mill and overlay CSAH 42 (150th St) from CSAH 33 (Diamond Path) to TH 3 in Apple Valley and Rosemount
CP 42-175: Pedestrian underpass of CSAH 42 (145th Street), approximately 900 feet east of County Road (CR) 73 (Akron Avenue) in Rosemount
CP 42-183: Signal replacement at CSAH 42 (150th St W) and Galaxie Ave in Apple Valley
CP 42-184: Signal replacement at CSAH 42 (150th St W) and Pennock Ave in Apple Valley

CP 43-057: Construction of a multi-use trail along the east side of CSAH 43 (Lexington Ave) between Keefe St and TH 55 in Eagan
CP 43-059: Roundabout at CSAH 43 (Lexington Ave) and Northview Park Rd in Eagan
CP 46-064: Signal replacement at CSAH 46 (160th St W) and Galaxie Ave in Apple Valley and Lakeville
CP 46-065: Signal replacement at CSAH 46 (160th St W) and Foliage Ave in Apple Valley and Lakeville
CP 47-048: Roadway reconstruction on CSAH 47 (Northfield Blvd) from TH 3 to south of CSAH 86 (280th St) in Waterford Township, Sciota Township, and Castle Rock Township

CP 50-033: Reconstruction of the interchange at I-35 and CSAH 50 in Lakeville

CP 50-038: Roundabout at CSAH 50 (Kenwood Trail) and CSAH 60 (185th St)

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in Lakeville
CP 60-029: New signal system at CSAH 60 (185th St) and Orchard Trail in Lakeville
CP 74-011: Roadway reconstruction CSAH 74 (220th St) from CSAH 31 (Denmark Ave) to Honeysuckle Lane in Farmington
CP 99-013: Expansion of CSAH 46 from TH 3 to 1,300 feet east of CR 48 in Rosemount, Coates, and Empire Township from two lanes to a four-lane divided section

This item was approved and recommended for action by the Board of Commissioners on 1/20/2026.

Ayes: 7

5. Regular Agenda

5.1 Discussion On Regional Solicitation For Metropolitan Council Transportation Advisory Board

Erin Laberee, Transportation Director, presented this item and responded to questions. There are five categories for Regional Solicitation Funding proposed: Safety, Bicycle/Pedestrian, Transit, Roadway, and Environment. For each Category, the Transportation Advisory Committee (TAC) and Transportation Advisory Board (TAB) are considering a variety of criteria and weighting for those criteria. The proposed criteria and weighting for each category were discussed. Most of the criteria and measures identified for are measurable and objective. However, the measures for Community Considerations are much more subjective, including measures like “community data and context”, “community need and future engagement” and “community benefits”.

Representative from the Counties that serve on the TAC provided a recommendation to the Metropolitan Council to adjust the weighting for the various categories to focus more on safety and less on the subjective measures associated with Community Considerations. Metropolitan Council responded by adjusting the weighting in one of the five categories, Safety, from 20% for Community Considerations down to 15% with a commensurate increase in “Improvements for People Outside of Vehicles” from 20% to 25%. The weighting for the other four categories was not adjusted.

The Committee discussed whether or not the Dakota County representative to TAB should continue to advocate for changes to the weighting. There was general agreement that the weighting for Community Considerations was too high and that it should be reduced, with a corresponding increase to the weighting for safety within all the categories. The TAB representative was directed to continue to seek those changes at the TAB meeting on January 21, 2026.

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Commissioners asked staff to forward a copy of the e-mail and recommendation that were prepared by the County TAC representatives. Staff agreed to forward the information.

Information only; no action requested

5.2 Review Draft Objectives And Strategies For Parks Natural Systems Plan

Tom Lewanski, Natural Resources Manager and Mary Jackson, Sr. Planner presented this topic and responded to questions.

Commissioners thanked staff for the presentation and appreciated the information they received. Based on the discussion, commissioners requested additional information from staff such as a one-page document that provides details on the number of acres restored and managed in the parks, for the greenways and on private property through the Land Conservation Program. Parks staff will work with Communications Department staff to develop the document.

Information only: no action requested.

6. Physical Development Director's Report

Georg Fischer, Physical Development Director, provided the Committee with a written Division update.

7. Future Agenda Items

Chair, Commissioner Mary Liz Holberg, asked the Committee if anyone had a topic they would like to hear more about at an upcoming Physical Development Committee of the Whole. No Commissioners requested topics for future meetings at this time.

8. Adjournment

8.1 Adjournment

Motion: Mary Hamann-Roland Second: Mike Slavik

On a motion by Commissioner Mary Hamann-Roland, seconded by Commissioner Mike Slavik, the meeting was adjourned at 10:02 a.m.

Ayes: 7

Respectfully submitted,
Liz Hansen
Administrative Coordinator

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Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4265 **Agenda #:** 5.1 **Meeting Date:** 2/10/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Regular Action

TITLE

Authorization To Execute First Amendment To Joint Powers Agreement With Scott County For Design And Construction Of Regional Household Hazardous Waste Collection And Recycling Facility And Amend Project Budget

PURPOSE/ACTION REQUESTED

Authorize execution of first amendment to the joint powers agreement (JPA) with Scott County for the design and construction of the Dakota-Scott Regional Household Hazardous Waste Collection and Recycling Facility, also known as the Recycling Zone Plus (RZP) and amend the project budget.

SUMMARY

Dakota and Scott counties' existing household hazardous waste and recycling centers are insufficient to meet existing and future needs. Dakota and Scott counties are partnering to build a regional facility in Dakota County to address the needs of both counties. In 2020, the State of Minnesota approved $2 million in bonding funds to support Phase I for land purchase for a new facility. Dakota County purchased land for the new facility in 2024. During the 2025 Minnesota legislative session, the State of Minnesota approved an additional $6 million in bonding funds to support Phase II for the construction of the facility.

Amendments are needed to the existing JPA since it was approved in February 2024. These include:

- Updating the initial term of the JPA to expire on December 31, 2036.
- Updating project total from $24 million to $21,150,000 based on project bids.
- Adjusting state bonding fund contribution from the eligible $8 million to the $6 million awarded.
- Updating each county's maximum contribution towards the project costs based on the updated estimated project costs ($21,150,000) and state funding awards (totaling $8,000,000):
    - Dakota County's maximum contribution towards the project costs is being reduced from $10,360,000 to $9,731,000 (74% of the remaining project costs after application of the state funding), and
    - Scott County's maximum contribution towards the project costs is being reduced from $3,640,0000 to $3,419,000 (26% of the remaining project costs after application of the state funding).
- Adding a provision addressing initial contributions of Dakota County and Scott County towards the initial fleet acquisition cost for large equipment estimated at $316,000, with Scott County's contribution not exceeding $82,160 (26% of the estimated cost).
- Updating Scott County's annual contribution (26% of its share) to the capital replacement and maintenance budget, which now also includes fleet and facility equipment replacement costs,

increasing the amount from $69,231.63 to $97,518.61.

The Dakota County Board authorized receipt of the second state grant and submission of the grant application and agreement to the state on August 26, 2025. Final design changes have been made with construction bids issued. The County Board approved the construction contract on November 18, 2025. Facility construction is expected to start spring 2026 and open for operations spring 2027.

RECOMMENDATION
Staff recommends the Dakota County Board of Commissioners approve the amendments to the existing JPA with Scott County for the design and construction of the Recycling Zone Plus (Attachment: First Amendment to JPA) and approve amending the project budget.

EXPLANATION OF FISCAL/FTE IMPACTS
The Recycling Zone Plus construction project is $21,150,000 for the property and construction. Land was purchased in 2024 for just over $4 million and the remaining $17,130,000 is for soft costs and construction. Total state bonding received for this project is $8 million from the 2020 and 2025 state legislative sessions. The remaining $13,150,000 project cost will be shared between Dakota and Scott counties based on population, as noted in the JPA, with a maximum contribution of $9,731,000 from Dakota County. A budget amendment is needed to account for the revised funding allocations.

Project 1001301 Recycling Zone Plus Implementation

Funding Source	Total Budget	Available Budget*
State Bonding (2025)	$6,000,000	$6,000,000
State Bonding (2020)	$2,000,000	$0
Environmental Legacy Fund (ELF) Balance	$9,731,000	$7,702,329
Scott County Contribution	$3,419,000	$3,419,000
Total	**$21,150,000**	**$17,121,329**

* includes committed costs not yet expended

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

RESOLUTION
WHEREAS, by Resolution No. 25-456 (September 23, 2025), the Dakota County Solid Waste Master Plan (Plan) was adopted; and

WHEREAS, the Plan supports the Dakota County Board of Commissioners' desire to remove household hazardous waste (HHW) from the solid waste stream because of health, safety, and environmental concerns; and

WHEREAS, Dakota and Scott Counties have partnered to build the Dakota-Scott Regional HHW and Recycling Facility, known as the Recycling Zone Plus, that will accept HHW and traditional and non-traditional recyclables and therefore increase proper management of solid waste and increase recycling in both counties and prolong the life of the two current facilities by stabilizing growth at those sites with the addition of a second facility; and

WHEREAS, by Resolution No. 24-055 (January 23, 2024), the Dakota County Board approved the joint powers agreement (JPA) with Scott County for design and construction of the Dakota-Scott Regional HHW and Recycling Facility, which Dakota County and Scott County executed on February 1, 2024; and

WHEREAS, by Resolution No. 21-419 (August 24, 2021), the Dakota County Board authorized submittal of the Minnesota Pollution Control Agency's (MPCA) Solid Waste Capital Assistance Program Application for a $2 million 2020 bonding award for Phase I (property acquisition); and

WHEREAS, by Resolution No. 25-388 (August 26, 2025), the Dakota County Board authorized submittal of the second MPCA Solid Waste Capital Assistance Program Application for another $6 million 2025 bonding award for Phase II (facility construction); and

WHEREAS, the State of Minnesota awarded $2 million in bond funds in 2020 for Phase I and $6 million in 2025 for Phase II; and

WHEREAS, an amendment (first) to the JPA is needed to account for changes to the estimated project cost, state funding actually awarded, and maximum contributions, address contributions for initial fleet acquisition costs, and extend the initial term of the JPA to December 31, 2036; and

WHEREAS, the first amendment to the JPA shall:

(A) Amend the initial term of the JPA to expire on December 31, 2036.
(B) Amend the estimated project total cost to $21,150,000 based on project bids received.
(C) Amend the state bonding fund contribution to reflect the $6 million awarded.
(D) Amend each county's maximum contribution towards the project costs based on the updated estimated project costs ($21,150,000) and state funding awards (totaling $8,000,000):
    (1) Dakota County's maximum contribution towards the project costs shall be $9,731,000 (74% of the remaining project costs after application of the state funding), and
    (2) Scott County's maximum contribution towards the project costs shall be $3,419,000 (26% of the remaining project costs after application of the state funding).
(E) Add a provision addressing initial contributions of Dakota County and Scott County towards the initial fleet acquisition cost for large equipment estimated at $316,000, with Scott County's contribution not exceeding $82,160 (26% of the estimated cost).
(F) Amend Scott County's annual contribution (26% of its share) to the capital replacement and maintenance budget, which now also includes fleet and facility equipment replacement costs, to $97,518.61annually.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute the first amendment to the joint powers agreement between Dakota County and Scott County for the Dakota-Scott Regional Household Hazardous Waste Collection and Recycling Facility, amending the initial term, estimated project cost, actual state bonding awarded, the counties' maximum contributions, and Scott County's annual contribution for capital replacement (including fleet and facility equipment) and maintenance budget and adding a provision addressing initial fleet acquisition as set forth herein, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Facilities Capital Improvement Program is hereby

amended as follows:

Expense	
Recycling Zone Plus	($3,749,136)
Total Expense	**($3,749,136)**
Revenue	
2025 State Bonding	($2,000,000)
Env. Legacy Fund	($3,168,136)
Scott County	$1,419,000
Total Revenue	**($3,749,136)**

PREVIOUS BOARD ACTION
21-419; 8/24/21
24-055; 1/23/24
25-388; 8/26/25
25-456; 9/23/25

ATTACHMENTS
Attachment: First Amendment to JPA
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: Nikki Stewart

FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND SCOTT COUNTY

DAKOTA-SCOTT REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION AND RECYCLING FACILITY

WHEREAS, effective February 1, 2024 the County of Dakota ("Dakota County") and the County of Scott ("Scott County") entered into a Joint Powers Agreement DCA21239 ("JPA") for sharing of cost to design and construct the Regional Household Hazardous Waste Collection and Recycling Facility (Recycling Zone Plus) ("Project"), as well as establish a general framework for the operation of the facility and setting annual capital replacement and maintenance contributions.

WHEREAS, Dakota County and Scott County are hereinafter collectively referred to as "Parties" and individually as "Party."

WHEREAS, Section 3 (Term) of the JPA provides that the JPA shall remain in effect until December 31, 2033, with ten (10)-year options to renew unless either Dakota County or Scott County terminates its participation as set out in this Agreement.

WHEREAS, Section 2 (Purpose) of the JPA provides that the purpose of the JPA is to establish a mechanism whereby the Parties may jointly exercise powers common to each for the design and construction of the Regional HHW Facility [Recycling Zone Plus]; as well as establish a general framework for the operation of the facility, in addition to setting annual capital replacement and maintenance contributions.

WHEREAS, the recitals of the JPA provide that the Project will be completed in two phases: Phase I includes property acquisition, design and engineering; and Phase II will include bidding, construction and opening.

WHEREAS, Dakota County has acquired the twelve (12) acre property located in the City of Lakeville as part of Phase I of the Project.

WHEREAS, Section 5 (Capital Cost Estimate) of the JPA provided a preliminary estimated cost of the Project of Twenty-Four Million Dollars ($24,000,000) as of February 2024, which did not account for inflation and did not include dollars for initial fleet.

WHEREAS, the updated preliminary estimated cost of the Project as of November 6, 2025, is Twenty-One Million and One Hundred Fifty Thousand Dollars ($21,150,000).

WHEREAS, Section 6 (b) (Non-Party Funding) of the JPA provided, in part, that the Parties are expected to receive the following MPCA CAP funding for the Project: Eight Million Dollars ($8,000,000) is expected from the MPCA's 2024 legislative request for the Phase II MPCA CAP Grant.

WHEREAS, based on the Eight Million Dollars ($8,000,000) expected in MPCA CAP funding, Section 7 (Capital Cost Allocation and Payment) of the JPA provided:

a. It is specifically agreed that the estimated costs of this Agreement are only preliminary estimates of the cost of the Regional HHW Facility project. The actual final costs for property acquisition and construction and soft costs shall determine

the total final project costs.

b. The balance of remaining project costs after all State grant funds have been expended will be the responsibility of each Party and will be split between the Parties based on the 2022 Metropolitan Council Population Census in which Dakota County shall pay seventy-four percent (74%) and Scott County shall pay twenty-six percent (26%), provided however that Scott County's portion shall not exceed Three Million Six Hundred Forty Thousand Dollars ($3,640,000). Dakota County's portion shall not exceed Ten Million Three Hundred Sixty Thousand Dollars ($10,360,000).
c. Scott County shall remit Two Million Seven Hundred Thirty Thousand Dollars ($2,730,000) no later than at the start of the Construction Administration phase of the project to Dakota County.
d. Upon substantial completion of the facility, Dakota County shall submit a statement of the final project costs to Scott County. Scott County shall remit its remaining portion of the actual project costs, not to exceed Nine Hundred and Ten Thousand Dollars ($910,000) within sixty (60) days of receipt of the statement. Substantial completion shall be when Dakota County is authorized to occupy or utilize the facility for its intended use and a certificate of occupancy has been provided by the local building official.

WHEREAS, the State of Minnesota 2025 legislative session resulted in Six Million Dollars ($6,000,000), rather than the originally expected Eight Million Dollars ($8,000,000), in MPCA CAP Grant funds for 2025 of which Dakota County applied for and received Six Million Dollars (Six Million Dollars) for the Project.

WHEREAS, neither Party has terminated the JPA pursuant to Section 23 (Termination for Lack of Funding) as of date the Parties executed this First Amendment.

WHEREAS, Section 8 (Ongoing Regional Facility Program and Operations) of the JPA provided:

a. Dakota County will solely administer the Regional HHW Facility program and operations including employing personnel or contractors.
b. Scott County shall reimburse Dakota County for a portion of the operation and administration of the Regional HHW Facility as established in a Reciprocal Use Agreement. The amounts established under the Reciprocal Use Agreement shall be determined based on actual facility operating costs, using a per vehicle basis charged to Scott County for each participant vehicle served from Scott County.

WHEREAS, Section 9 (Ongoing Capital Replacement and Maintenance) of the JPA provided:

a. Dakota County shall be responsible for administering ongoing capital replacement and maintenance.
b. Scott County will remit Sixty-Nine Thousand Two Hundred Thirteen Dollars and Sixty-Three Cents ($69,213.63) annually on or before June 1 as its share of ongoing capital replacement, and maintenance reserves.

WHEREAS, Section 28 (Merger and Modification) provides that any amendment to the JPA must be in writing and executed by the Parties.

WHEREAS, the Parties desire to amend certain Recitals and Sections 2, 3, 5, 6, 7 and 9 of the JPA as set forth below.

NOW, THEREFORE, the Dakota County and Scott County agree to amend the JPA as follows in consideration of the mutual covenants contained herein:

1. The fifth Recital which stated: "**WHEREAS**, the estimated cost of the Regional HHW Facility

project is approximately Twenty-Four Million Dollars ($24,000,000) with approximately Ten Million Dollars ($10,000,000) expected to be financed with State funding, and the estimated Fourteen Million Dollars ($14,000,000) balance to be financed with funds from Dakota County and Scott County; and "; is amended to read as follows:

> **WHEREAS**, the estimated cost of the Regional HHW Facility (Recycling Zone Plus) project is approximately Twenty-One Million One Hundred Fifty Thousand Dollars ($21,150,000), with Eight Million Dollars ($8,000,000) financed with State funding, and the estimated Thirteen Million One Hundred Fifty Thousand Dollars ($13,150,000) balance to be financed with funds from Dakota County and Scott County; and

2. The seventh Recital which stated: "**WHEREAS,** the State of Minnesota has awarded Dakota County General Obligation Bonds for a Household Hazardous Waste and Recycling Facility for Phase I and the State and Dakota County have entered into a Grant Agreement under the MPCA's Solid Waste Processing Facilities Capital Assistance Program (CAP), which sets out terms of ownership and operation of the real property and facility; and" is amended to read as follows:

   > **WHEREAS,** the State of Minnesota awarded Dakota County General Obligation Bonds for the Regional HHW Facility (Recycling Zone Plus) for Phase I and Phase II and the State and Dakota County have entered into a Grant Agreement under the MPCA's Solid Waste Processing Facilities Capital Assistance Program (CAP), which sets out terms of ownership and operation of the real property and facility; and

3. The eighth Recital which stated: "**WHEREAS,** Dakota County has executed a signed contingent purchase agreement with Scannell Properties to acquire a twelve (12)-acre property in the City of Lakeville to construct the Regional HHW Facility; and" is amended to read as follows:

   > **WHEREAS,** Dakota County has purchased a twelve (12)-acre property in the City of Lakeville as part of Phase I to construct the Regional HHW Facility (Recycling Zone Plus); and

4. Section 2 (Purpose) is amended to read as follows:

   > <u>PURPOSE</u>. The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each for the design and construction of the Regional HHW Facility (Recycling Zone Plus); as well as establish a general framework for the operation of the facility, in addition to setting annual capital, fleet and equipment replacement and maintenance contributions.

5. Section 3 is amended to read as follows:

   > <u>TERM.</u> This Agreement shall be effective upon execution by all Parties and shall remain in effect until December 31, 2036 with ten (10)-year options to renew unless either Dakota County or Scott County terminates its participation as set out in this Agreement.

6. Section 5 is amended to read as follows:

   > <u>CAPITAL COST ESTIMATE.</u> The preliminary capital cost estimate is a Twenty-One Million One Hundred Fifty Thousand Dollars ($21,150,000) project cost, including property acquisition (purchase price, due diligence, approvals, closing costs, etc.), and construction, based on schematic design and soft costs (professional services such as designer, estimator, commissioning, testing, permits, etc.) allocated as follows:
   > a. Construction Costs: $13,800,000

b. Soft Costs: $3,330,000
c. Site Acquisition Costs: $4,020,000

7. Section 6 is amended to read as follows:

NON-PARTY FUNDING. Parties have received the following MPCA CAP funding for the project.

a. Two Million Dollars ($2,000,000) was awarded in 2021 for Phase I design and property acquisition.
b. Six Million Dollars ($6,000,000) was awarded in 2025 for Phase II facility construction.

8. Section 7 is amended to read as follows:

CAPITAL COST ALLOCATION AND PAYMENT.

a. It is specifically agreed that the estimated costs in this Agreement are only preliminary estimates of the cost of the Regional HHW Facility (Recycling Zone Plus), with the exception of the property purchased for the facility. The actual final costs for construction and soft costs shall determine the total final project costs.
b. The balance of remaining project costs after all State grant funds have been expended will be the responsibility of each Party and will be split between the Parties based on the 2024 Metropolitan Council Population Census in which Dakota County shall pay seventy-four percent (74%) and Scott County shall pay twenty-six percent (26%), provided however that Scott County's portion shall not exceed Three Million Four Hundred Nineteen Thousand dollars ($3,419,000). Dakota County's portion shall not exceed Nine Million Seven Hundred Thirty-One Thousand Dollars ($9,731,000).
c. Scott County shall remit Two Million Three Hundred Ninety-Three Thousand Three Hundred Dollars ($2,393,300) no later than at the start of the Construction Administration phase of the project to Dakota County.
d. Upon substantial completion of the Regional HHW Facility (Recycling Zone Plus), Dakota County shall submit a statement of the final project costs to Scott County. Scott County shall remit its remaining portion of the actual project costs, not to exceed One Million Twenty-Five Thousand Seven Hundred Dollars ($1,025,700) within sixty (60) days of receipt of the statement. Substantial completion shall be when Dakota County is authorized to occupy or utilize the facility for its intended use and a certificate of occupancy has been provided by the local building official.

9. Section 8 is amended to read as follows:

ONGOING REGIONAL FACILITY PROGRAM AND OPERATIONS

a. Dakota County will solely administer the Regional HHW Facility program and operations including employing personnel or contractors.
b. Scott County shall reimburse Dakota County for a portion of the operation and administration of the Regional HHW Facility as established in an Operations Agreement. The amounts established under the Operations Agreement shall be determined based on actual facility operating costs, using a per vehicle basis charged to Scott County for each participant vehicle served from Scott County.

10. Section 9 is amended to read as follows:

CAPITAL ACQUISITION AND ONGOING CAPITAL REPLACEMENT AND MAINTENANCE.

a. The initial fleet acquisition cost for large equipment to manage materials and supplies at the Regional HHW Facility (Recycling Zone Plus) is estimated at Three Hundred Sixteen Dollars ($316,000). Scott County shall pay twenty-six percent (26%) of the total cost of the

initial fleet acquisition, provided however that Scott County's portion shall not exceed Eighty-Two Thousand One Hundred Sixty dollars ($82,160). Scott County shall remit its portion of the initial fleet acquisition cost no later than the start of the Construction Administration phase of the project to Dakota County.

b. Dakota County shall be responsible for administering ongoing capital, fleet, and equipment replacement and maintenance.
c. Starting in 2027, Scott County will remit Ninety-Seven Thousand Five Hundred Eighteen Dollars and Sixty-One Cents ($97,518.61) annually on or before June 1 as its share of ongoing capital, fleet, and equipment replacement, and maintenance reserves.
    i. Dakota County will utilize these funds for the sole purpose of capital, fleet, and equipment replacement and maintenance, for the Recycling Zone Plus.
        1. $82,997.73 will be allocated for capital replacement and maintenance.
        2. $11,698.02 will be allocated for capital equipment fleet replacement.
        3. $2,822.86 will be allocated for facility equipment replacement.

11. This Amendment is effective and enforceable on the date that the last Party hereto signs this Amendment.

12. All other terms of the JPA shall remain in full force and effect.

13. In any case where this Amendment conflicts with the initial terms of the JPA, this Amendment shall govern.

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

COUNTY OF DAKOTA

Approved by Dakota County Board
Resolution No. _____

By _____
Heidi Welsch, County Administrator

Date of Signature: _____

COUNTY OF SCOTT

Approved by Scott County Board
Resolution No. _____

By _____
Lezlie A. Vermillion, County Administrator

Date of Signature: _____

APPROVED AS TO FORM:

_____
Jeanne Anderson, Assistant Scott County Attorney

Date of Signature: _____

DRAFT

DRAFT

Authorize execution of first amendment to JPA and execution of operations agreement both with Scott County for the Recycling Zone Plus

Nikki Stewart, Environmental Resources Director
Dave Magnuson, Environmental Resources Supervisor
Environmental Resources Department
Physical Development Division

February 10, 2026

1

Overview

- Project summary
- Joint Powers Agreement (JPA)
  - Components
  - Amendments
- Operations Agreement
  - Components
  - Budget impacts
- Requested actions
- Questions

2

Project Summary

- JPA approved by counties February 2024.
- Property purchased in Lakeville in February 2024
- County Board approved general construction contract November 2025.

3

Components of JPA

- Dakota County responsible for land and construction and operations.
- Scott County committed to 26% of construction and long-term maintence.
- 10-year agreement with a 10-year option to renew.

4

JPA Amendments

- Project cost decreases to $21.15M
- $6M received instead of $8M in state funding
- Scott County will commit at 26%:
  - $3,419,000 capital cost
  - $82,160 fleet
  - $97,518.61 yearly long-term maintenance/equipment

5

Components of operations agreement

- Like the Reciprocal Use Agreement for metro facilities
- Will include costs for:
  - Disposal and recycling
  - On-site labor
  - Utilities and facilities maintenance
  - Any other costs not covered under the JPA
  - Costs will be offset by revenues (fees, reimbursements)

6

Budget impacts of operations agreement

- $182,000 estimated annually from Scott County
- Estimated annual increase to HHW program budget is $834,000 (with $470,000 reduction to RZ operations).

Annual RZP only cost:	
Gross expenses (labor, disposal, utilities, etc.)	$2,103,000
Revenues (reimbursements, fees)	$617,000
Scott County operations agreement	$182,000
Net	$1,304,000

7

Next Steps

- Scott County commits $2,393,300 at construction.
- Construction spring 2026 and open spring 2027.
- County board RZP staffing request.
- County board discussion on mattresses and/or appliances collection.
- Develop 2027 HHW program RZP operations budget.

8

Requested Actions

- Authorize execution of first amendment to existing JPA with Scott County for design and construction of a Dakota-Scott Household Hazardous Waste Collection and Recycling Facility and Amend Project Budget.

  AND

- Authorize execution of an operations agreement with Scott County for the operation of the Dakota-Scott Regional Household Hazardous Waste Collection and Recycling Facility.

9

Questions

10

Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-5253 **Agenda #:** 5.2 **Meeting Date:** 2/10/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Regular Action

TITLE
Authorization To Execute Operations Agreement With Scott County For Operation Of The Regional Household Hazardous Waste Collection And Recycling Facility

PURPOSE/ACTION REQUESTED
Authorize execution of an operations agreement with Scott County for the operation of the Dakota-Scott Regional Household Hazardous Waste Collection and Recycling Facility, also known as the Recycling Zone Plus (RZP).

SUMMARY
Dakota and Scott counties are partnering to build a regional facility in Dakota County to address the growing needs of both counties. A joint powers agreement (JPA) was executed for the construction and long-term maintenance of the RZP.

The Operations Agreement will provide a mechanism for Scott County to reimburse Dakota County for the costs of operating the RZP not addressed in the JPA.

Scott County will pay Dakota County for each Scott County resident to use the RZP. Scott County will be invoiced based on the average net cost per participant, with the cost adjusted annually. These costs will include disposal, recycling, transportation, supplies, on-site labor, utilities, and any other costs not included in the JPA. Expenses will be offset by revenue for fees charged to participants (e.g., electronics, tires), reimbursements (e.g., Paintcare, Xcel), sales of recyclables (e.g., scrap metal), and any other revenue generated at the RZP.

This Operations Agreement will not replace the existing Household Hazardous Waste Inter-County Reciprocal Use Agreement between all seven metropolitan counties. The fees will not change to Dakota County for our residents using the existing Scott County facility in Jordan nor the fees charged to Scott County for their residents using the existing Recycling Zone in Eagan.

RECOMMENDATION
Staff recommends the execution of the operations agreement with Scott County for the operation of the RZP.

EXPLANATION OF FISCAL/FTE IMPACTS
The RZP is estimated to have an annual net operating cost of $1,304,000. This will be offset by a reduction in the cost to operate the current Recycling Zone (RZ) by an estimated $470,000 resulting in an overall annual program cost increase of $834,000.

Scott County's annual participation is projected to be 5,360 cars totaling $182,000 or approximately $34 per participant.

Annual RZP cost breakdowns:

Gross expenses (labor, disposal, utilities, etc.)	$2,103,000
Revenues (Reimbursements and fees)	$617,000
Scott County Operations Agreement	$182,000
Net	$1,304,000

Annual HHW Program (RZP + RZ) cost breakdowns:

Gross expenses (labor, disposal, utilities, etc.) $4,155,000	
Revenues (Reimbursements and fees)	$1,253,000
Net	$2,902,000
Current Net Budget	$2,068,000
Net Budget Increase	$834,000

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

RESOLUTION

WHEREAS, by Resolution No. 25-456 (September 23, 2025), the Dakota County Solid Waste Master Plan (Plan) was adopted; and

WHEREAS, the Plan supports the Dakota County Board of Commissioners' desire to remove household hazardous waste (HHW) from the solid waste stream because of health, safety, and environmental concerns; and

WHEREAS, Dakota and Scott counties have partnered to build the Dakota-Scott Regional HHW and Recycling Facility, known as the Recycling Zone Plus, that will accept household hazardous waste and traditional and non-traditional recyclables and therefore increase proper management of solid waste, increase recycling in both counties, and prolong the life of the two current facilities by stabilizing growth at those sites with the addition of a second facility; and

WHEREAS, by Resolution No. 24-055 (January 23, 2024), the Dakota County Board approved the joint powers agreement with Scott County for design and construction of the Dakota-Scott Regional HHW and Recycling Facility, which Dakota County executed with Scott County on February 1, 2024; and

WHEREAS, the Dakota County Board of Commissioners wishes to execute an operations agreement with Scott County to fund Scott County's share of the operational costs not offset by revenue from fees charged to participants for the Dakota-Scott Regional HHW and Recycling Facility; and

WHEREAS, Scott County will pay Dakota County for each Scott County resident to use the RZP

based on the average net cost per participant, with the cost adjusted annually.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute an operations agreement with Scott County for the operation of the Dakota-Scott Regional Household Hazardous Waste Collection and Recycling Facility, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION
24-055; 1/23/24
25-456; 9/23/25

ATTACHMENTS
Attachment: Operations Agreement

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: Dave Magnuson

JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE COUNTY OF SCOTT
FOR RECYCLE ZONE PLUS OPERATIONS

This Joint Powers Agreement ("Agreement") is between the County of Dakota and the County of Scott, through their respective Boards of Commissioners. Dakota and Scott Counties are referred to herein as the Parties.

WHEREAS, Dakota and Scott Counties are governmental units as that term is defined in Minn. Stat. § 471.59.

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

WHEREAS, Dakota and Scott Counties each provide a household hazardous waste management program for their residents.

WHEREAS, Dakota and Scott Counties, along with other metropolitan area counties, are each parties to the Household Hazardous Waste Metropolitan Inter-County Reciprocal Use Agreement with an effective date of January 1, 2025 (the "Reciprocal Use Agreement"), under which agreement residents of metropolitan area counties may utilize a household hazardous waste facility located in any of the participating counties in return for payment from the resident's home county.

WHEREAS, the Parties have cooperated and intend to continue to cooperate in the construction of a new regional household hazardous waste collection and recycling facility located in the City of Lakeville, known as Recycle Zone Plus ("RZP").

WHEREAS, the Parties have also entered into a separate Joint Powers Agreement relating to construction, ongoing capital replacement and maintenance costs at RPZ (the "Construction and Maintenance Agreement") ~~(the Maintenance Agreement),~~ under which Dakota County will be responsible for maintenance, repairs and improvements at the RZP facility, and Scott County will provide annual funding for a share of those costs.

WHEREAS, the RZP facility will be available for use by residents of the metropolitan counties participating in the Reciprocal Use Agreement.

WHEREAS, the Parties intend that use of the RZP facility by Scott County residents will be governed by this Agreement and not by the Reciprocal Use Agreement.

WHEREAS, the Parties therefore desire to enter into this Agreement for the purpose of identifying the responsibilities of the Parties for operating the RZP facility and sharing in those operating costs, and for the purpose of specifying that the operating cost share provided for under this Agreement for RZP will replace the reciprocal use payment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of Dakota and Scott Counties for the operational costs of the Recycle Zone Plus facility, as more fully described herein.

ARTICLE 2
TERM

This Agreement shall be effective as of the date of the signatures of the Parties (the "Effective Date") and shall remain in effect until terminated as provided herein, or until termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3
RZP OPERATIONS AND OPERATING COST SHARE

4.1 Dakota County Obligations.

4.1.1 RZP Operations. Dakota County shall be responsible for operating the RZP facility and shall pay all associated operating costs, including but not limited to personnel and any operating contractor costs, transportation and disposal costs for waste collected at the facility, and all costs relating to utilities, supplies and insurance.

4.1.2 Records Relating to Expenses and Revenue. Dakota County shall maintain its standard business records relating to both the annual costs and expenses of operating the RZP facility and the annual revenue received from RZP operations. Annual operating costs shall include, but are not limited to the following (the "Annual Operating Costs"):

- The costs of all on-site labor, including Dakota County employees and any contractors employed for RZP operations;
- Disposal costs relating to household hazardous waste items received at RZP;
- Disposal costs relating to any solid waste and recyclable items received at RZP;
- Transportation costs relating to disposal;
- Supplies;
- Utilities; and
- Insurance

For the avoidance of doubt, the Annual Operating Costs shall not include any item for which Scott County is required to make payment to Dakota County under the Parties' Construction and Maintenance Agreement.

Dakota County shall also calculate the total revenue received each calendar year from its operation of the RZP facility from the following sources (the "Annual Revenue"):

- Fees charged directly to RZP facility users for delivery of electronics, tires and other items for which a fee is imposed at the facility;
- Reimbursements paid to Dakota County for recoverable items received at the facility from programs such as those provided through Paintcare, Xcel, and Dakota Electric;

- Payments received from Very Small Quantity Generators utilizing the RZP facility;
- Revenue from disposal of scrap metal, used oil and other recyclable materials received at the facility;
-
- Payments received from metropolitan area counties other than Scott County for their residents' use of the RZP facility under the Reciprocal Use Agreement.

In addition to calculating Annual Operating Costs and Annual Revenue at RZP, Dakota County will record the County of residence for each vehicle or person (as applicable) utilizing the RZP facility for purposes of calculating the operating cost reimbursement obligation under section 4.2.

4.2 Scott County Obligations.

4.2.1 Reimbursement for Share of Annual Net Operating Costs. Scott County shall reimburse Dakota County for its share of the RZP net operating costs relating to use of the facility by Scott County residents based on the average net cost per vehicle delivering waste to the facility in the preceding year. The average net cost per vehicle shall be calculated by subtracting the Annual Revenue from the Annual Operating Costs and dividing that amount by the total number of all vehicles utilizing the RZP facility during the year, as depicted below:

$$\frac{\text{(Annual Operating Costs – Annual Revenue)}}{\text{total number of vehicles}} = \text{Average Net Cost Per Vehicle}$$

Scott County's proportionate share of the RZP annual net operating costs shall be calculated by multiplying the total number of Scott County residents' vehicles utilizing the RZP facility during the year by the Annual Net Cost Per Vehicle calculated above, and as depicted below:

Total number of Scott County vehicles
x Average Net Cost Per Vehicle
= Scott County Annual Reimbursement Share

4.2.2 Billing and Payment. Dakota County will calculate the Scott County Annual Reimbursement Share and provide an invoice to Scott County during the first quarter of each year. Scott County will pay the invoice within 35 days of receipt. Scott County may request information relating to the annual invoice and the Parties will confer in good faith to resolve any questions about the Annual Reimbursement Share calculations. The Parties' Authorized Representatives will be responsible for resolving issues and conflicts.

4.2.3 No Payments for RZP Under Reciprocal Use Agreement. Scott County's obligations for its proportionate share of the RPZ Annual Operating Costs shall be payable only through this Agreement. Scott County shall not be required to make payments to Dakota County for its residents' use of RZP under the Reciprocal Use Agreement, so long as this Agreement remains in effect.

ARTICLE 5
ANNUAL REVIEW

The Parties shall confer annually to review the Parties' respective obligations and to discuss any issues the Parties may have relating to this Agreement. The annual meeting shall occur on or before June 1 of each year, unless a later date is agreeable to both Parties for their convenience.

ARTICLE 6
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.

ARTICLE 7
TERMINATION

7.1 With or Without Cause. This Agreement may be terminated with or without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate.

7.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the Party 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.

7.3 Effect of Termination or Expiration. Following any termination or expiration of this Agreement, Scott County shall thereafter reimburse Dakota County for its residents' use of RZP as required by the Reciprocal Use Agreement.

ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 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 Scott County:	**To Dakota County:**
_____	Georg T. Fischer
_____	Physical Development Division Director
_____	14955 Galaxie Avenue
_____	Apple Valley, MN 55124

8.2 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 each County. 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:

Scott County Liaison	**Dakota County Liaison**
	Kristi Otterson HHW Program Manager

ARTICLE 9
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 10
GENERAL PROVISIONS

10.1 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 either County as the employee of the other entity for any purpose or in any manner whatsoever.

10.2 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.

10.3 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.

10.4 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.

10.5 Minnesota Law Governs. 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 State of Minnesota or U.S. District Court, District of Minnesota.

10.6 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.

10.7 Authority. The person or persons executing this Joint Powers Agreement on behalf of each 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.

10.8 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.

10.9 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS THEREOF, the Parties have caused this agreement to be executed by their duly authorized officials.

DAKOTA COUNTY	**SCOTT COUNTY**
By: _____ Georg T. Fischer, Director Physical Development Division	By: _____
Date of signature: _____	Date of signature: _____

County Board Res. No.

DRAFT

Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-5314 **Agenda #:** 8.1 **Meeting Date:** 2/10/2026

Adjournment