



# Dakota County

## Board of Commissioners

### Agenda

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Tuesday, May 19, 2026

9:00 AM

Boardroom, Administration Center,  
Hastings, MN

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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)

#### CONSENT AGENDA

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

- 5.1 Approval of Minutes of Meeting Held on May 5, 2026

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

- 6.1 *Finance* - Approval Of Revised Policy 2751 Procurement, Contract And Grant
- 6.2 *Public Health* - Update On Mental Health Promotion And Proclamation Of May As Mental Health Month

7. **Central Operations**

- 7.1 *Information Technology* - Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With City Of Apple Valley

**7.2** *Information Technology* - Authorization To Execute Fiber Optic Infeasible Right To Use Agreement With Rosemount-Apple Valley-Eagan Independent School District 196

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

**8. County Board/County Administration**

**8.1** *Human Resources* - Summary Of Conclusions Of Closed Executive Session To Hold Performance Review Of County Manager

**9. Community Services**

**9.1** *Public Health* - Proclamation Of Emergency Medical Services Week In Dakota County May 17-23, 2026

**10. Physical Development**

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

**10.2** *Physical Development Administration* - Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development

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

**10.4** *Transportation* - 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

**10.5** *Transportation* - 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

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

- 10.7** *Transportation* - 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
- 10.8** *Transportation* - 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
- 10.9** *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 10.10** *Parks* - Authorization To Acquire And Restore Conservation Easements And Acquire Donated Land On John B. Dudley Revocable Trust Property
- 10.11** *Parks* - Authorization To Execute Contract With Edge Ecosystems LLC For Natural Resource Restoration In Seidl's Lake Park

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

- 11.1** *Public Services and Revenue Administration* - Approval Of Application For Assemblage Of Large Numbers Of People License Submitted By Midwest Mopars, Inc.
- 11.2** *Public Services and Revenue Administration* - Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Midwest Mopars In The Park From Dakota County Agricultural Society, Inc.
- 11.3** *Public Services and Revenue Administration* - Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Dakota County Fair Submitted By Dakota County Agricultural Society
- 11.4** *Public Services and Revenue Administration* - Approval Of Application For Exempt Permit To Hold Raffle For Folds Of Honor Minnesota Foundation LLC
- 11.5** *Public Services and Revenue Administration* - Approval Of Application For Assemblage Of Large Numbers Of People License For Little Log House Properties

## **REGULAR AGENDA**

## **12. Closed Executive Session**

- 12.1** *Human Resources* - Closed Executive Session: Discuss Labor Negotiations Strategy

**13. 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

**14. County Manager's Report**

**15. Information**

**15.1 Information**

See Attachment for future Board meetings and other activities.

**16. Adjournment**

**16.1 Adjournment**

\* Designates items discussed in Board Committee(s)

**For more information, call 651-438-4417**  
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**<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>**  
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# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5673

**Agenda #:** 4.1

**Meeting Date:** 5/19/2026

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Approval of Agenda (Additions/Corrections/Deletions)



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5674

**Agenda #:** 5.1

**Meeting Date:** 5/19/2026

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Approval of Minutes of Meeting Held on May 5, 2026



# Dakota County

## Board of Commissioners

### Minutes

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Tuesday, May 5, 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  
The following people came forward with comments:

Katrina DeVore (MN Nurses Association and DC Public Health Program Coordinator); Nurses Week

Tim Milner (Mendota Heights); Improved communications on Parks/Greenway Projects

#### 4. Agenda

**4.1** Resolution No: 26-189  
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: Mike Slavik

Ayes: 7

#### CONSENT AGENDA

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

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

- 5.1** Resolution No: 26-190  
Approval of Minutes of Meeting Held on April 21, 2026

Motion: Mary Hamann-Roland

Second: Joe Atkins

Ayes: 7

**6. Central Operations**

- 6.1** Resolution No: 26-191  
Authorization To Participate In The Discover Financial Services Merchant Class Action Settlement And Submit Claims For Any Amounts Owed

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, Discover Financial Services has reached a settlement to resolve allegations of misclassifying credit cards resulting in excessive merchant fees; and

WHEREAS, Dakota County accepted Discover transactions during the class period (2007-2023) and is eligible for a portion of the settlement; and

WHEREAS, the deadline for claim submission is May 18, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes participation in the Discover Card Merchant Class Action Settlement; and

BE IT FURTHER RESOLVED, That the Deputy County Manager is authorized to execute and submit all necessary claim documents prior to the deadline; and

BE IT FURTHER RESOLVED, That any proceeds received be deposited into the appropriate County funds as determined by the Deputy County Manager .

Ayes: 7

**7. County Board/County Administration**

- 7.1** Resolution No: 26-192  
Authorization To Amend 2026 County Board Meeting Schedule

Motion: Mary Hamann-Roland

Second: Joe Atkins

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2026 County Board meeting schedule due to a Boardroom construction project; and

BE IT FURTHER RESOLVED, That the June 9, 2026 County Board meeting is held at 9:00 a.m., in Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN; and

BE IT FURTHER RESOLVED, That the June 23, 2026 County Board meeting is held at 9:00 a.m., in Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.

Ayes: 7

## 8. Community Services

### 8.1 Resolution No: 26-193

Authorization To Accept Department Of Housing And Urban Development Grant Funds, Execute Grant Agreement, And Amend 2026 Social Services Budget

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) Continuum of Care Rapid Re-Housing (CoC RRH) program provides rental assistance and case management to re-house people experiencing homelessness; and

WHEREAS, Dakota County has received grant funds from HUD to provide this service for over twenty years; and

WHEREAS, HUD issues CoC funds through a competitive grant process called a Notice of Funding Opportunity (NOFO); and

WHEREAS, by Resolution No. 26-059 (February 3, 2026), Dakota County Social Services received approval from the Board of Commissioners to apply for CoC RRH funds June 1, 2026 through May 31, 2027, in an amount not to exceed \$1,000,000; and

WHEREAS, applications were due to HUD by February 9, 2026; and

WHEREAS, Dakota County applies for HUD CoC funds through the Suburban Metro Area Continuum of Care (SMAC), which includes Anoka, Carver, Dakota, Scott and Washington Counties; and

WHEREAS, HUD awarded Dakota County Social Services \$846,061 in CoC RRH funds for the period of June 1, 2026 through May 31, 2027; and

WHEREAS, these funds provide rental assistance to 48 families (at any given time) experiencing homelessness; and

WHEREAS, Dakota County is required to provide a 25 percent match as part of this award; and

WHEREAS, the match is provided by Local Affordable Housing Aid (LAHA) funds which pays for staff time to provide housing search and case management services to families on this grant; and

WHEREAS, the purpose of the program is to assist families moving from homelessness to independent living by securing safe, stable housing through temporary housing assistance; and

WHEREAS, Dakota County Supportive Housing Unit (SHU) staff assist clients to build independent living skills and increase income; and

WHEREAS, staff work closely with the Dakota County Community Development Agency (CDA) to ensure that clients are on the appropriate waiting lists for permanent housing subsidies, if necessary; and

WHEREAS, at the end of the program, families may transition to other rental subsidies or to self- payment of rent without moving to a different unit; and

WHEREAS, the grant allows for administrative costs, which will be 10% of the award; and

WHEREAS, this grant allows for indirect administrative costs at a rate of 15% of qualifying expenses (limited to wages, benefits and purchased services); and

WHEREAS, staff recommends accepting Department of HUD CoC grant funds for the period of June 1, 2026 through May 31, 2027 in an amount of \$846,061, executing the grant agreement, and amending the 2026 Social Services budget to reflect revenue and expenses.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to accept U.S. Department of Housing and Urban Development for Continuum of Care Rapid Re-Housing grant funds in an amount of \$846,061 for the grant period of June 1, 2026 through May 31, 2027, execute the grant agreement subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, an Assistant County Manager, Community Services, is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Social Services budget is hereby amended as follows:

**Expense**

Housing Services	<u>\$14,210</u>
<b>Total Expense</b>	<b>\$14,210</b>

**Revenue**

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HUD Revenue	<u>\$14,210</u>
<b>Total Revenue</b>	<b>\$14,210</b>

Ayes: 7

**8.2** Resolution No: 26-194

Annual Appropriation To Dakota County Veterans Service Organizations In Support Of 2026 Memorial Day Events Or Activities, Or To Purchase Items To Support Memorial Day

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, pursuant to Minn. Stat. § 375.35, the County Board has authority to appropriate annual funds to each post of a recognized military service persons' organizations or society, holding charter from Congress or incorporated in MN, organized and existing in Dakota County, to defray Memorial Day expenses; and

WHEREAS, as in past years, staff recommends that each Veterans Service Organization within Dakota County listed below receive \$100, for a total appropriation of \$2,200, for its use in funding Memorial Day activities or to purchase items to support Memorial Day in the organization's community:

- Apple Valley American Legion Post 1776
  - Apple Valley VVA Chapter 363
  - Burnsville American Legion Post 1700, Patrick Kopp Post
  - Burnsville VFW Post 5833, Glen C Turner Post
  - Eagan American Legion Post 594, Daniel R. Olsen Post
  - Farmington American Legion Post 189, Clifford Larson Post
  - Farmington Sypal-Lundgren VFW Post 7662
  - Hastings AMVETS Post 10
  - Hastings Lyle Russell VFW Post 1210
  - Hastings American Legion Post 47, Nelson-Lucking Post
  - Inver Grove Heights Legion Post 424
  - Lakeville American Legion Post 44, John Vessey Post
  - Lakeville VFW Post 210, Oscar & John Soberg Post
  - Mendota AMVETS 1, Raymond T. Furlong-Zigmund Post
  - Mendota VFW Post 6690, Vasatka-Goers Post
  - Minnesota DAV South Metro Chapter 40
  - Rosemount American Legion Post 65
  - Rosemount VFW Post 9433
  - South St. Paul Abner Rude American Legion Post 481
  - South St. Paul Military Order of the Purple Heart Chapter #5
  - South St. Paul VFW Post 295, Gallagher-Hansen Post
  - West St. Paul Challenger American Legion Post 521
- ; and

WHEREAS, Memorial Day is observed on Monday, May 25, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to appropriate funds in the amount of \$100 to each of the Veterans Service Organizations within Dakota County listed in the above Resolution summary, for a total appropriation of \$2,200, to support Memorial Day events or activities, or to purchase items to support Memorial Day 2026.

Ayes: 7

**8.3** Resolution No: 26-195  
Proclamation Of May 2026 As Older Americans Month In Dakota County

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, every May, the nation's observance of Older Americans Month, is a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults; and

WHEREAS, the 2026 theme is: "Champion Your Health," promoting wellness, prevention, and personal responsibility for healthy aging.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 2026 Older Americans Month as a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults.

Ayes: 7

**9. Physical Development**

**9.1** Resolution No: 26-196  
Authorization To Schedule Public Hearing To Receive Comments On And Adopt Proposed Amendments To Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems

Motion: Mary Hamann-Roland

Second: Joe Atkins

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 subsurface sewage treatment systems required in Minn. Stat. § 115.55 and Minn. Rules Chapters § 7080-7083; and

WHEREAS, County SSTS Ordinance 113, previously amended in 1996, 1998, 2009, 2016, and 2018; and

WHEREAS, the proposed amendments were developed with input from County staff and septic program representatives from Dakota County cities, townships, realtors, septic contractors, citizens, and state agencies; and

WHEREAS, the proposed amendments establish 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 that best practices toward long-term maintenance of these septic systems; and

WHEREAS, the proposed amendments include several clarifications and updates to align ordinance language with Minnesota regulations; and

WHEREAS, Dakota County staff recommends amending the ordinance to authorize the Zoning Board of Adjustment to review variances; 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 schedules a public hearing for 9:00 a.m. on June 9, 2026, in Conference Room 3A, Dakota County Administration Center, 1590 Highway 55, Hastings, MN, 55033 to receive comments on and adopt the proposed amendments to Dakota County Ordinance No. 113; and

BE IT FURTHER RESOLVED, That the Environmental Resources Department is hereby directed to publish the notice of this public hearing in the official County newspaper.

Ayes: 7

**9.2** Resolution No: 26-197

Authorization To Execute Contract Amendment With Xcel Energy For Utility Relocations For Minnesota River Greenway, Project P00127

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, the Minnesota River Greenway (MNRGW) runs along the south side of the Minnesota River in Eagan and Burnsville, extending from I-35W in Burnsville to Lilydale Regional Park in Saint Paul; and

WHEREAS, by Resolution No. 11-516 (October 18, 2011), the Dakota County Board of Commissioners adopted the MNRGW Master Plan (Master Plan); and

WHEREAS, by Resolution No. 20-163 (March 24, 2020), the Dakota County Board of Commissioners approved schematic design for the Project, including the relocation of several power line structures owned by Xcel Energy; and

WHEREAS, by Resolution No. 21-118 (March 9, 2021), the Dakota County

Board of Commissioners authorized execution of a contract with Xcel Energy to replace and relocate a transmission line structure to enable construction of the MNRGW bridge for an amount not to exceed \$471,000; and

WHEREAS, Xcel Energy has submitted an updated cost of \$619,771 for construction of the new structure, driven by labor and material cost increases over the past four years; and

WHEREAS, staff has reviewed the costs submitted by Xcel Energy and accepts the revised cost estimate due to labor and material inflation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract amendment with Xcel Energy for the design and construction of a transmission line structure required for the Minnesota River Greenway Fort Snelling Segment project in an amount not to exceed \$619,771, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.3** Resolution No: 26-198

Authorization For Submission Of Funding Request To Lessard-Sams Outdoor Heritage Council

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, in 2008, Minnesota residents approved the Minnesota constitutional amendment to increase the State sales and use tax rate and to dedicate this revenue to protecting, improving, and enhancing natural land and water resources, providing increased hunting and fishing opportunities, improving park and trail opportunities and facilities, and benefiting arts and preserving cultural heritage; and

WHEREAS, the 2009 Minnesota Legislature provided direction on the administration and dispersal of the dedicated revenue through various agencies and grant programs, including the Lessard-Sams Outdoor Heritage Council (LSOHC); and

WHEREAS, the County has previously submitted funding proposals to the LSOHC, and a total of \$19.636 million has been appropriated by the Minnesota Legislature to the County for acquisition and restoration since 2009; and

WHEREAS, protection, restoration, and enhancement of environmentally sensitive and priority natural areas owned by the County, other public entities, and private landowners provide multiple public benefits and are a priority for the Dakota County Board of Commissioners as demonstrated in the approved County Park and Greenway Master Plans, associated Natural Resource Management Plans, and the Land Conservation (LC) Plan for Dakota County; and

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WHEREAS, the LSOHC has requested funding proposals for the State Fiscal Year 2028 (FY28) for 2027 Minnesota Law (ML27) approval; and

WHEREAS, staff has reviewed the funding criteria and proposes submission of an \$8.0 million FY28/ML27 Outdoor Heritage Fund (OH) funding request that emphasizes: 1) restoration of County owned lands, other publicly owned lands within Regional Greenway corridors and Conservation Focus Areas (CFAs), and existing and new conservation easements (Easements) on private land; and 2) acquisition of Easements and/or fee title within Regional Greenways and CFAs and other significant areas described in the LC Plan that address eligible land protection opportunities during the five-year grant period; and

WHEREAS, the proposal includes restoration and enhancement of an estimated 600 acres in County Parks, Park Reserves, Regional Greenways, and County Park Conservation Areas; an estimated 800 acres of non-County public lands located within Regional Greenway corridors and CFAs; and new and previously acquired County Easements; and

WHEREAS, the proposal includes acquiring an estimated 200 acres of priority permanent conservation easement or fee title on land adjacent to Regional Parks, Park Reserves, and Regional Greenways; cultivated hydric soil areas for wetland restoration; lake, river and stream shoreline; and other priority lands within and outside CFAs as described in the LC Plan; and

WHEREAS, the proposal would include funding for contracted professional services, materials/ supplies, and other acquisition and restoration-associated expenses; and

WHEREAS, County staff time will be included in the grant proposal as in-kind match, estimated to be \$600,000 for three FTEs over five years; and

WHEREAS, if additional County match is determined prior to the final proposal deadline, it will be included in the future County Board request to accept awarded grant funding; and

WHEREAS, the FY28/ML27 OH funding application deadline for submission to the LSOHC is May 22, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby supports and authorizes the submission of an \$8.0 million State Fiscal Year 2028/Minnesota Law 2027 Outdoor Heritage Fund grant request to the Lessard-Sams Outdoor Heritage Council.

Ayes: 7

- 9.4** Resolution No: 26-199  
Authorization To Award Bid And Execute Contract With RES Great Lakes For Vegetation Management At Whitetail Woods Regional Park

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, by Resolution No. 17-274 (May 23, 2017), the County Board adopted the Dakota County Natural Resource Management System Plan (NRMSP); and

WHEREAS, the NRMSP identifies the need to maintain restored areas perpetually to protect the initial investment made to restore the area; and

WHEREAS, on March 11, 2026, the County issued a Request for Proposals (RFP) for the Whitetail Woods Regional Park Vegetation Management 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 RES Great Lakes; and

WHEREAS, the RFP stipulated that the initial contract term would expire May 31, 2027; and

WHEREAS, the RFP stipulated that the contract could be extended for up to two additional twelve-month terms ending May 31, 2028, and May 31, 2029; and

WHEREAS, the hourly or per-acre rates will increase by three percent for each contract extension; and

WHEREAS, the RFP stipulated that the total contract amount would not exceed \$400,000; and

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

WHEREAS, staff recommends executing the contract with RES Great Lakes.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to contract with RES Great Lakes for the Whitetail Woods Regional Park Vegetation Management project to manage natural areas of Whitetail Woods Regional Park through May 31, 2027, with the option to extend the contract for up to two twelve-month terms until May 31, 2029, in a total amount not to exceed \$400,000, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.5** Resolution No: 26-200  
Authorization To Execute Easement Amendments And Agreements With  
Northern States Power Co. For Harry Avenue And Mills Town State Trail  
Realignment In Lake Byllesby Regional Park, County Project 2000458

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, the Harry Avenue and Mills Town State Trail realignment is being constructed to enhance safety for road and trail users; and

WHEREAS, Northern States Power Co. (NSP) owns a parcel on Harry Avenue, and the Mills Town Trail overlaps with it; and

WHEREAS, temporary easements are required to accommodate construction; and

WHEREAS, permanent trail easements are required for the trail facilities being constructed on NSP property:

A 30.00 foot wide perpetual easement for trail purposes over, under and across the following described subject property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section

13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said trail easement is described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at

an angle to the left of 90 degrees along the boundary of said subject property a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along the boundary of said subject property a distance of 187.76 feet to the point of beginning of the centerline to be described; thence northwesterly a distance of 32.90 feet along a non-tangential curve concave to the northeast having a radius of 112.00 feet and a central angle of 16 degrees 49 minutes 53 seconds, the chord of said curve bears North 38 degrees 19 minutes 03 seconds West; thence North 29 degrees 54 minutes 06 seconds West tangent to said curve a distance of 64.92 feet; thence northwesterly a distance of 53.56 feet along a tangential curve concave to the southwest having a radius of 100.00 feet and a central angle of 30 degrees 41 minutes 06 seconds; thence North 60 degrees 35 minutes 13 seconds West tangent to said curve a distance of 64.79 feet; thence northwesterly a distance of 75.98 feet along a tangential curve concave to the northeast having a radius of 100.00 feet and a central angle of 43 degrees 32 minutes 06 seconds; thence North 17 degrees 03 minutes 07 seconds West tangent to said curve a distance of 21.34 feet; thence northwesterly a distance of 175.00 feet along a tangential curve concave to the southwest having a radius of 116.50 feet and a central angle of 86 degrees 04 minutes 03 seconds to the west boundary of said subject property and said centerline there terminating.

AND

A 30.00-foot perpetual easement for trail purposes over, under and across the following described property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said trail easement is described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence North 89 degrees 44 minutes 39 seconds West, assumed bearing along the north line of said Northeast Quarter, a distance of 29.37 feet to the point of beginning of the centerline to be described; thence South 69 degrees 35 minutes 07 seconds West a distance of 37.80 feet; thence southwesterly a distance of 78.58 feet along a tangential curve concave to the northwest having a radius of 300.00 feet and a central angle of 15 degrees 00 minutes 25 seconds; thence South 84 degrees 35 minutes 31 seconds West tangent to said curve a distance of 83.91 feet to the west line of the above described property and said centerline there terminating.

; and

WHEREAS, a permanent expanded driveway easement is necessary for the relocation of Harry Avenue and the water access driveway when on NSP property:

A 24.00-foot-wide perpetual access easement over, under and across the following described subject property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said access easement is described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along the boundary of said subject property a distance of 34.51 feet to the point of beginning of the centerline to be described;

thence South 23 degrees 15 minutes 26 seconds East a distance of 72.23 feet; thence southeasterly a distance of 68.51 feet along a tangential curve concave to the northeast having a radius of 400.00 feet and a central angle of 09 degrees 48 minutes 46 seconds; thence South 33 degrees 04 minutes 12 seconds East tangent to said curve a distance of 28.94 feet to the east boundary of said subject property and said centerline there terminating.

; and

WHEREAS, Dakota County staff access to the Byllesby dam is through a shared gate on NSP property; and

WHEREAS, the Federal Energy Regulatory Commission requires a fence to protect dam access, thus requiring a fence and gate easement to accommodate Dakota County's fence on a shared driveway on NSP's parcel:

A 10.00 foot wide strip of land over part of the following described subject property: That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

Said 10.00 foot wide strip of land lies contiguous and northerly of the following described line: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along said subject property a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along said subject property a distance of 290.13 feet to the point of beginning of the line to be described; thence South 89 degrees 34 minutes 31 seconds West a distance of 100.00 feet and said line there terminating.

; and

WHEREAS, Dakota County is conveying an access road easement to NSP on Dakota County property for their substation:

A 25.00-foot-wide perpetual access easement over part of the east 400 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 112 North, Range 18 West, Dakota County, Minnesota, said easement lies contiguous to and westerly of Line A described as part of the following described parcel:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet and the point of beginning of hereinbefore referenced Line A; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet and the point of termination of said Line A; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning  
; and

WHEREAS, all aforementioned easements are being gifted and therefore incur no cost on either party.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the donation of the aforementioned easement agreements associated with the Harry Avenue and Mills Town State Trail Realignment; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners donates the access road easement to Northern States Power Co.; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute the easement agreements and

amendments.

### **PREVIOUS BOARD ACTION**

None.

### **ATTACHMENTS**

Attachment: Site Map

Attachment: Amendment to Trail Easement

Attachment: Access Road Easement

Attachment: Second Amendment

Attachment: Fence and Gate Easement

### **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: Michael Honer

Ayes: 7

#### **9.6 Resolution No: 26-201**

Authorization To Execute Joint Powers Agreement With City Of Lakeville For North Creek Greenway: East Lake North Segment And Trailhead

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, by Resolution No. 11-517 (October 11, 2011), the Dakota County Board of Commissioners adopted the North Creek Greenway Master Plan; and

WHEREAS, the City of Lakeville is leading the design, bidding, and project delivery; and

WHEREAS, the project will upgrade approximately 3,000 feet of trail to meet regional greenway standards and construct a new park and trailhead building; and

WHEREAS, Dakota County will reimburse the City of Lakeville based on the current cost-share practice of 85 percent for trail construction, 50 percent for trail amenities and overlooks, and a fixed \$400,000 towards the park and trailhead building; and

WHEREAS, the total estimated project cost to Dakota County is \$1,040,000, including 10 percent contingency; and

WHEREAS, sufficient revenues are available in the Parks Capital Improvement Program Greenway Collaborative Set-aside project; and

WHEREAS, the Supplemental Maintenance Agreement will be revised to include ongoing maintenance and operations for project extents upon project completion.

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 Lakeville to reimburse the City for costs associated with the North Creek Greenway: East Lake North segment and Trailhead for the period of June 1, 2026, through December 31, 2027, subject to approval by the County Attorney's Office as to form.

Ayes: 7

- 9.7** Resolution No: 26-202  
Approval Of Amendment Of Resolution No. 25-182 To Revise Budget, Tasks, And End Date For Authorized Joint Powers Agreement With City of Eagan And City Of Inver Grove Heights For Design And Construction Of Lebanon Hills Greenway And Signal Work, County Projects 2000513 And 28-72

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, by Resolution No. 25-182 (April 8, 2025), the Dakota County Board of Commissioners authorized the execution of a JPA with the city of Eagan and Inver Grove Heights for design and construction of improvements for the Lebanon Hills Greenway; and

WHEREAS, the original Resolution specified that the JPA would terminate by December 31, 2026; and

WHEREAS, additional time is needed to complete the combined City-County project; and

WHEREAS, the County is also participating in signal improvements at the TH 13 and CSAH 28 intersection, which are being constructed as part of this same City-County project; and

WHEREAS, the signal improvements require a 25 percent cost share by the County pursuant to the County's Cost Share Policy; and

WHEREAS, for reasons of efficiency, the County's participation in the signal improvements should be included in the same JPA; and

WHEREAS, based on the City of Eagan leading the construction project and the minimal Greenway area added within the City of Inver Grove Heights as part of this project, staff recommends the County be responsible for 100 percent of the Greenway construction costs; and

WHEREAS, the total current estimated County project costs, including

Greenway and signal improvement costs, is \$330,000, including 10 percent contingency; and

WHEREAS, County Project (CP) 2000513 funding is included in the 2026 Parks Capital Improvement Program in the Greenway Collaborative Set-Aside; and

WHEREAS, CP 28-072 funding is included in the 2026 Transportation Capital Improvement Program in the County State Aid Highway (CSAH) funding.

NOW, THEREFORE, BE IT RESOLVED, That Resolution 25-182 (April 8, 2025) is hereby amended to:

- (1) remove the requirement that the joint powers agreement authorized by that Resolution terminate by December 31, 2026;
- (2) provide that the County will pay for 100 percent of the Greenway construction costs and a proportionate share of the project engineering costs;
- (3) add County Project 28-72 to the joint powers agreement, authorizing reimbursement of costs associated with signal improvements for the TH 13 and CSAH 28 intersection according to the County's cost share policy; and
- (4) increase the budget for the estimated project costs to \$330,000.

BE IT FURTHER RESOLVED, that Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development Division, or designated Department Director, to execute a joint powers agreement with the City of Eagan and City of Inver Grove Heights to proceed with County Project 2000513 and County Project 28-072 for construction and reimbursement of the construction and engineering costs of the Lebanon Hills Greenway adjacent to Wescott Road and at the intersection of Argenta Trail and Trunk Highway 149, and signal modifications and intersection improvements at Trunk Highway 13 and CSAH 28, consistent with Resolution No. 25-182 (April 8, 2025), as amended by this Resolution, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.8** Resolution No: 26-203  
Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

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 plats:

KWIK TRIP 1952  
Burnsville & Eagan  
EB FIRST ADDITION  
Lakeville  
AUTHENIX LAKEVILLE SECOND ADDITION  
Lakeville  
GLOBUS BUSINESS PARK  
Lakeville

Ayes: 7

- 9.9** Resolution No: 26-204  
Authorization To Execute Agreement No. 1062534 With Minnesota Department Of Transportation For Signal Replacement And Intersection Improvements At County State Aid Highway 14 And Trunk Highway 62 In Inver Grove Heights, County Project 14-034

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, to provide a safe and efficient transportation system, Dakota County (County) is partnering with the Minnesota Department of Transportation (MnDOT) on County Project (CP) 14-034; and

WHEREAS, CP 14-034 includes the replacement of a MnDOT traffic signal systems at Trunk Highway (TH) 62 and County State Aid Highway (CSAH) 14, including minor geometric and trail updates to incorporate the new signal system, including meeting Americans with Disabilities Act standards for the signal and ramps; and

WHEREAS, MnDOT will lead the design and construction of the project from spring to summer of 2027; and

WHEREAS, County Transportation will cost participate per MnDOT cost participation policy that primarily follows the jurisdiction ownership of intersection legs; and

WHEREAS, Agreement No. 1062534 includes a County cost share estimate of \$190,987 for the associated work; however, final shares will be based on actual costs realized during construction; and

WHEREAS, the 2026 Transportation Capital Improvement Program (CIP) Adopted Budget does not include dollars for CP 14-034, as they were planned for 2027 in the amount of \$330,000; and

WHEREAS, Agreement No. 1062534 includes language from MnDOT to not bill the County for the share in the project costs until January 2, 2027; and

WHEREAS, CP 14-034 is included in the staff working draft 2027-2031 Transportation CIP for budget in 2027 to be adopted with the budget process; and

WHEREAS, MnDOT and the County mutually desire to enter into Agreement No. 1062534 as needed to define the costs and responsibilities associated with the construction, operations, maintenance, and power of the traffic signal at CSAH 14 and TH 62 being replaced as part of MnDOT's State Project No. 1918-122; and

WHEREAS, staff recommends authorizing staff to enter into Agreement No. 1062534 with MnDOT for CP 14-034.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development Division to execute Agreement No. 1062534 with the State of Minnesota, Department of Transportation for County Project 14-034, subject to approval by the County Attorney's Office as to form.

Ayes: 7

## 10. Public Services and Revenue

### 10.1 Resolution No: 26-205

Approval Of Application To Conduct Excluded Bingo For Farmington Lions Club

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, off-site gambling permits 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, an application to conduct excluded bingo during the Dakota County Fair from August 10-16, 2026 at Dakota County Fairgrounds in Castle Rock Township has been submitted by the Farmington Lions Club; and

WHEREAS, Castle Rock Township reviewed the application on March 24, 2026; 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 Farmington Lions Club to conduct excluded bingo activities during the Dakota County Fair from August 10-16, 2026, at the Dakota County Fairgrounds in Castle Rock Township.

Ayes: 7

- 10.2** Resolution No: 26-206  
Approval Of Chair To Special County Board Of Appeal And Equalization

Motion: Mary Hamann-Roland

Second: Joe Atkins

WHEREAS, the Dakota County Board of Commissioners appoints the Chair for the Special County Board of Appeal and Equalization; and

WHEREAS, the Dakota County Special County Board of Appeal and Equalization voted in 2025 to reappoint Christopher Baddeley as Chair for 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Christopher Baddeley as Chair of the Special County Board of Appeal and Equalization for 2026.

Ayes: 7

## REGULAR AGENDA

### 11. Central Operations

#### 11.1 Annual Update From Dakota 911

Dakota 911 Executive Director Heidi Hieserich briefed this item and responded to questions. This item was on the agenda for informational purposes only. No action was taken.

Information only; no action requested.

### 12. Closed Executive Session

#### 12.1 Resolution No: 26-207 Closed Executive Session: County Manager's Mid-Year Review

Motion: William Droste

Second: Joe Atkins

On a motion by Commissioner Droste, seconded by Commissioner Atkins, the Closed Executive Session was approved. Prior to recessing the County Board meeting at 9:51 a.m. the County Board completed the rest of the agenda and then went into recess. The County Board held the General Government and Policy Committee of the Whole meeting. Following that meeting and pursuant to public notice, the Board convened at 11:46 in Conference Room 3A, Administration Center, to discuss the County Manager's Mid-Year Review.

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

The Closed Executive Session continued until 12:40 p.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.05 3(a), to hold a closed executive session to evaluate the performance of an individual who is subject to its authority; and

WHEREAS, the Dakota County Board of Commissioners desires to meet to evaluate the performance of the County Manager.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board Meeting on May 5, 2026, and recesses to conference room 3A, Administration Center, Hastings, to evaluate the performance of the County Manager, Heidi Welsch.

Ayes: 7

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

Interagency reports and Commissioner updates were presented.

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

During the County Manager's Report, Gil Acevedo, Assistant County Manager for Community Services provided an overview on the month of May being Older Americans Month. The 2026 theme, Champion Your Youth, focuses on prevention, wellness, and personal responsibility as cornerstones of healthy aging. There are several programs and services that support older adults throughout Dakota County:

Alternative Care, Elderly Waiver, and Essential Community Supports programs are designed to support people living in their homes to remain as independent as possible. Communities for a Lifetime also provides key supports for older adults.

### **15. Information**

#### **15.1 Information**

See Attachment for future Board meetings and other activities.

### **16. Adjournment**

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the meeting was adjourned at 12:41 p.m.

**16.1** Resolution No: 26-208  
Adjournment

Motion: Mary Hamann-Roland

Second: Mike Slavik

Ayes: 7

Laurie Halverson  
Chair

ATTEST

Heidi Welsch  
County Manager



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5564

**Agenda #:** 6.1

**Meeting Date:** 5/19/2026

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**DEPARTMENT:** Finance

**FILE TYPE:** Consent Action

### **TITLE**

**Approval Of Revised Policy 2751 Procurement, Contract And Grant**

### **RESOLUTION**

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.



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5547

Agenda #: 6.2

Meeting Date: 5/19/2026

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**DEPARTMENT:** Public Health

**FILE TYPE:** Consent Action

### TITLE

**Update On Mental Health Promotion And Proclamation Of May As Mental Health Month**

### RESOLUTION

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.



# Board of Commissioners

## Request for Board Action

Item Number: DC-5628

Agenda #: 7.1

Meeting Date: 5/19/2026

**DEPARTMENT:** Information Technology

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a Fiber Optic Indefeasible Right To Use Agreement with the City of Apple Valley for use of fiber in the Dakota County owned network.

### SUMMARY

Staff requests authorization of a Fiber Optic Indefeasible Right To Use Agreement (IRU) with the City of Apple Valley for use of fiber in the Dakota County owned network.

The fiber segments and costs in the agreement are described below:

Segment 1: The City of Apple Valley requests to lease the use of two strands of fiber from Dakota County to connect Redwood Park located at 311 150<sup>th</sup> Street West, Apple Valley to the Apple Valley Municipal Center located at 7100 147<sup>th</sup> Street West, Apple Valley. This includes 1.8 miles at the rate of \$65 pair/mile/month for a total monthly charge of \$117 or \$1,404 annually.

Segment 2: The City of Apple Valley also requests to lease the use of two strands of fiber from Dakota County to connect Kelley Park located at 6855 Fortino Street, Apple Valley to the Apple Valley Municipal Center located at 7100 147<sup>th</sup> Street West, Apple Valley. This includes 0.43 miles at the rate of \$65 pair/mile/month for a total monthly charge of \$27.95 or \$336 annually.

The term of the agreement is for 10 years with two separate five-year renewal agreements available.

### RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute an IRU with the City of Apple Valley for the use of four fibers from Dakota County to connect Redwood Park and Kelley Park to the Apple Valley Municipal Center.

### EXPLANATION OF FISCAL/FTE IMPACTS

The City of Apple Valley has agreed to lease two strands of fiber at a distance of 1.8 miles at a rate of \$65 per pair per mile for a total of \$117 per month for 12 months, generating revenue of \$1,404 annually.

The City of Apple Valley has agreed to lease two strands of fiber at a distance of 0.43 miles at a rate

of \$65 per pair per mile for a total of \$27.95 per month for 12 months, generating revenue of \$336 annually.

The term of the agreement is for 10 years with two additional five-year renewal agreements available.

This revenue of \$1,740 will be included as revenue in the General Fund in future budgets.

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

**RESOLUTION**

WHEREAS, the City of Apple Valley desires the use of two strands of fiber from Redwood Park at 311 150<sup>th</sup> Street West, Apple Valley, to Apple Valley City Hall at 7100 174<sup>th</sup> 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 174<sup>th</sup> 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.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: City of Apple Valley Fiber IRU

**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

Contract #

FIBER OPTIC INDEFEASIBLE RIGHT TO USE  
AGREEMENT BY AND BETWEEN  
DAKOTA COUNTY AS GRANTOR  
AND  
CITY OF APPLE VALLEY AS GRANTEE

DRAFT

# FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A and B, (collectively the “Agreement” or the “IRU Agreement”) is made by and between, County of Dakota, a Minnesota County government unit, acting by and through its Board of Commissioners (“IRU Grantor” or “County”) and City of Apple Valley acting through its, City Council (“IRU Grantee” or “City”). The IRU Grantee and IRU Grantor may be referred to herein individually as a “Party” or collectively as the “Parties.”

## BACKGROUND

- A. City desires to lease the use of two fibers from County to connect Redwood Park at 311 150<sup>th</sup> Street West, Apple Valley, MN to Apple Valley Municipal Center at 7100 147<sup>th</sup> Street West, Apple Valley, MN as described in this Agreement; and
- B. City desires to lease the use of two fibers from County to connect Kelley Park at 6855 Fortino Street, Apple Valley, MN to Apple Valley Municipal Center at 7100 147<sup>th</sup> Street West, Apple Valley, MN as described in this Agreement; and
- C. County agrees to grant to the City the right to use four fibers within certain Fiber Optic Cable segments on the terms and conditions set forth below:

## DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. “Fiber Optic Cable” or “Cable” means a collection of fibers with a protective outer covering.
- F. “IRU Assets” means the County’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
- G. “IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the County in which the City has a IRU pursuant to the terms of this Agreement.
- H. “IRU Fibers” means the specific County owned Fiber in the locations described in Attachment A, for which an IRU is granted to the City in the IRU Cable pursuant to the terms of this Agreement.

- I. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- J. "Optical Splice Point" means a point where the County's Cable is connected to another entity's Cable within a splice enclosure.
- K. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

## **ARTICLE I INSTALLATION AND LICENSES**

**Section 1.1** The City desires an IRU in the County's IRU Assets further described in Attachment A to this Agreement. In consideration of the promises by City in this Agreement, the County grants an IRU to City in the IRU Assets identified in Attachment A, which is attached hereto and incorporated herein by reference, pursuant to IRU's or other contractual arrangements. City shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If City generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of IRU Assets, 100% of the revenue generated by use of the IRU Assets shall be paid to the County.

**Section 1.2** Subject to the terms and conditions of this Agreement, County hereby grants to City a license to access and use the IRU Fibers within the IRU Cable as delineated in Attachment A for City use in accord with and during the term of this Agreement. Along with any revenue articulated in Section 1.1, City shall be charged a monthly fee for the use of one pair in Segment 1 IRU Fibers of \$65 Dollars per mile per month per pair of strands over a distance of 1.8 miles for Segment 1 for a total of \$117 per month which is \$1,404 per year, and one pair in Segment 2 IRU Fibers of \$65 Dollars per mile per month per pair of strands over a distance of .43 miles for Segment 2 for a total of \$27.95 per month which is \$335.40 per year (collectively, the "License Fee"), as delineated in Attachments A and B. The License Fee shall be payable to the County in advance on or before each subsequent year from the Effective Date.

**Section 1.3** The License Fee is established by the County Board of Commissioners and is subject to modification during the Term of this Agreement, provided that the License Fee shall not be modified for a minimum of 5 years after the Effective Date of this Agreement. Thereafter, the License Fee may be modified based on the then-current License Fee established by the County Board. The County shall provide at least 60 days written notice to City prior to the effective date of any License Fee modification. City may accept the License Fee modification or may elect to terminate this Agreement and City's use of the Licensed Fibers at the end of the then-current annual year of any Term by providing written notice of termination to the County within 60 days

following the date of the County's notice. If City does not provide the notice of termination, the License Fee shall be effective and payable as modified for the next annual payment.

**Section 1.4** The IRU Fibers are provided to the City "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the City network, the City shall be responsible for coordinating this work with County and shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by County for City network purposes.

**Section 1.5** Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Attachment A.

**Section 1.6** No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

## **ARTICLE II EFFECTIVE DATE AND TERM**

The City may use the IRU Fibers commencing on the date the last party executes this Agreement. This Agreement has an initial term of ten (10) years, with two separate five-year renewal options. The City shall provide the County at least ninety (90) days' notice to renew. The County may terminate a renewal option by giving 6 months' advance notice to City prior to expiration of the preceding initial or first extension term, or unless this Agreement is otherwise terminated at any other point by agreement of the Parties in writing or by one of the events in Article IX, Section 9.2 of this Agreement.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES**

**Section 3.1** City's use of the IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

**Section 3.2** The County represents and warrants it has the right to grant an IRU in its IRU Fibers.

## **ARTICLE IV LIABILITY**

**Section 4.1** Neither City nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

**Section 4.2** To the extent permitted by law, County assumes, releases and agrees to indemnify, defend, protect and save the City (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of County, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement. To the extent permitted by law, the City assumes, releases and agrees to indemnify, defend, protect and save the County (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the City, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement. Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage, and nothing herein shall be considered as a waiver of the County's and the City's statutory tort limits under Minn. Stat. Chap. 466.

**Section 4.3** Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber Facilities, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

**ARTICLE V  
FORCE MAJEURE**

The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

**ARTICLE VI  
MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE**

**Section 6.1** Maintenance. County shall maintain the IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. County agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segments 1 and 2 as described on Attachment A.

**Section 6.2** Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of the Fiber Facilities and IRU Fibers during the term of this Agreement except as outlined in Attachment B.

**Section 6.3** Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a contracted third party as agreed by the Parties.

**Section 6.4** Relocation. County will be responsible for relocation of Fiber Facilities.

**ARTICLE VII  
CONFIDENTIALITY**

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation, or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

**ARTICLE VIII**  
**ABANDONMENT; TERMINATION; EFFECT OF TERMINATION**

**Section 8.1** Should the County decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing City in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If County provides notice of intent to abandon, City may notify the County prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If the City provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to City. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

**Section 8.2** Should City decide it no longer requires use of the IRU Fibers during the term of this Agreement, it may terminate the agreement by providing sixty (60) days' notice informing the County in writing of its intent to terminate the IRU Agreement.

**Section 8.3** This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder, as determined by the County, the County may terminate this Agreement by providing notice to the City, which notice shall specify the effective date of termination.

**Section 8.4** If the Agreement terminates under Article VIII, Section 8.3 based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

**ARTICLE IX**  
**DEFAULT**

**Section 9.1** Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

**Section 9.2** Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

**ARTICLE X  
NOTICES**

**Section 10.1** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to City:  
City of Apple Valley  
Attn: City Administrator  
7100 147<sup>th</sup> Street West  
Apple Valley, MN 55124

If to County:  
Dakota County Board  
Attn: Deputy County Manager  
1560 Highway 55  
Hastings, MN 55033

With a copy to:  
Attorney  
Attn: City Attorney  
7100 147<sup>th</sup> Street West  
Apple Valley, MN 55124

With a copy to:  
Dakota County Attorney's Office  
Attn: Civil Division  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033

**Section 10.2** Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

**ARTICLE XI  
LIMITATION ON PROPERTY INTEREST**

This Agreement does not grant the City any property interest, or estate in, or lien upon County's property, County's IRU Assets, or any components thereof, or any intellectual property, except for use of the IRU Fibers during the term of this Agreement. All liens, claims, and charges of the City shall not attach to any interest of County or in any property owned by County.

This Agreement does not grant County any property interest, or estate, in or lien upon City's property, any optical fiber network owned by the City or any components thereof, or any intellectual property. All liens, claims, and charges of the County shall not attach to any interest of City or in any property owned by City.

**ARTICLE XII  
GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising

out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

### **ARTICLE XIII INDEPENDENT CONTRACTOR**

The performance by County and the City of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, City and County.

### **ARTICLE XIV MISCELLANEOUS**

**Section 14.1** The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

**Section 14.2** When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and “of” is used in the inclusive sense, in all cases where such meanings would be appropriate.

**Section 14.3** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

**Section 14.4** This Agreement may be amended only by a written instrument executed by all Parties.

**Section 14.5** No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

**Section 14.6** All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

**Section 14.7** Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

**Section 14.8** This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

**ARTICLE XV  
ENTIRE AGREEMENT**

This Agreement and any Attachments referenced and attached, or to be attached through any amendment constitutes the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements, whether oral or written.

**IRU GRANTEE:  
CITY OF APPLE VALLEY**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**IRU GRANTOR:  
DAKOTA COUNTY**

By: \_\_\_\_\_  
Deputy County Manager

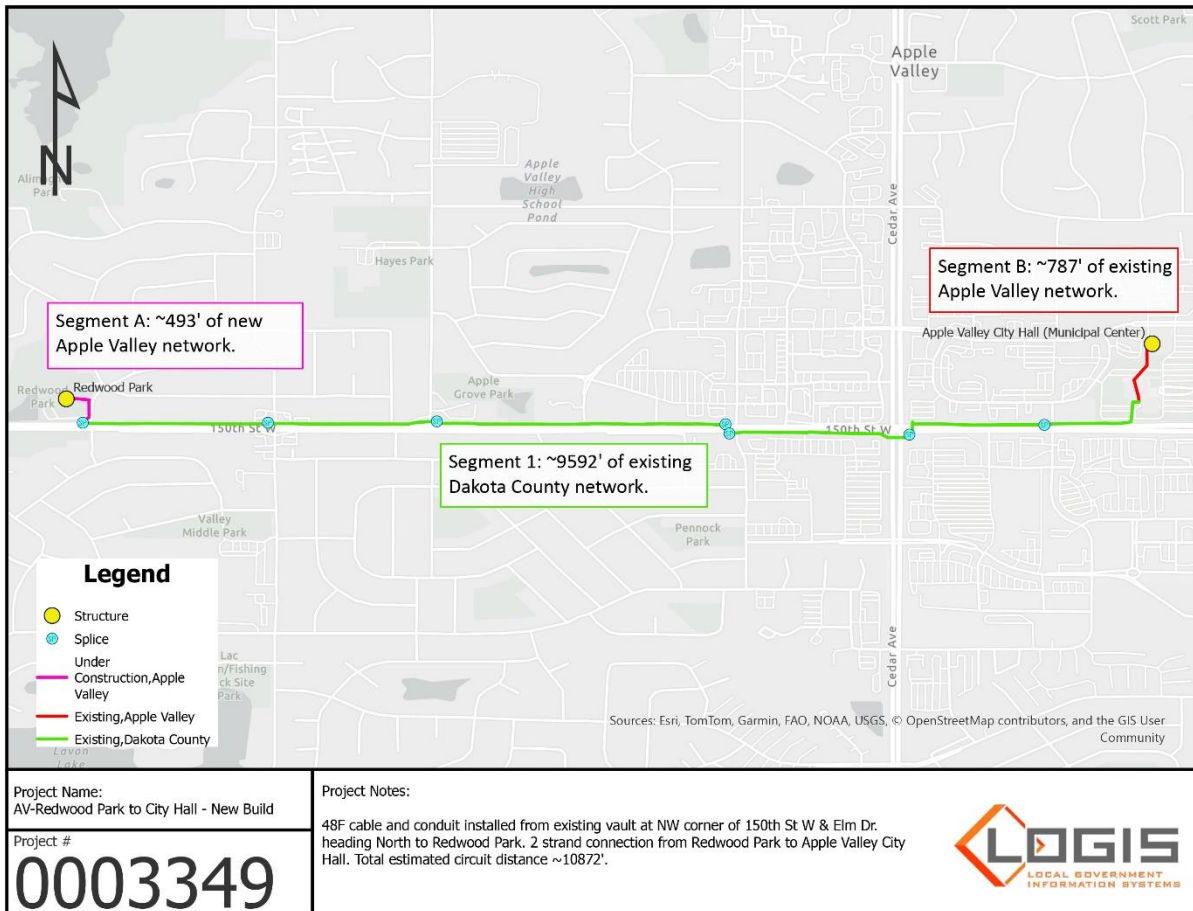
Date: \_\_\_\_\_

Board. Resolution: \_\_\_\_\_

# ATTACHMENT A - MAP OF FIBER SEGMENTS

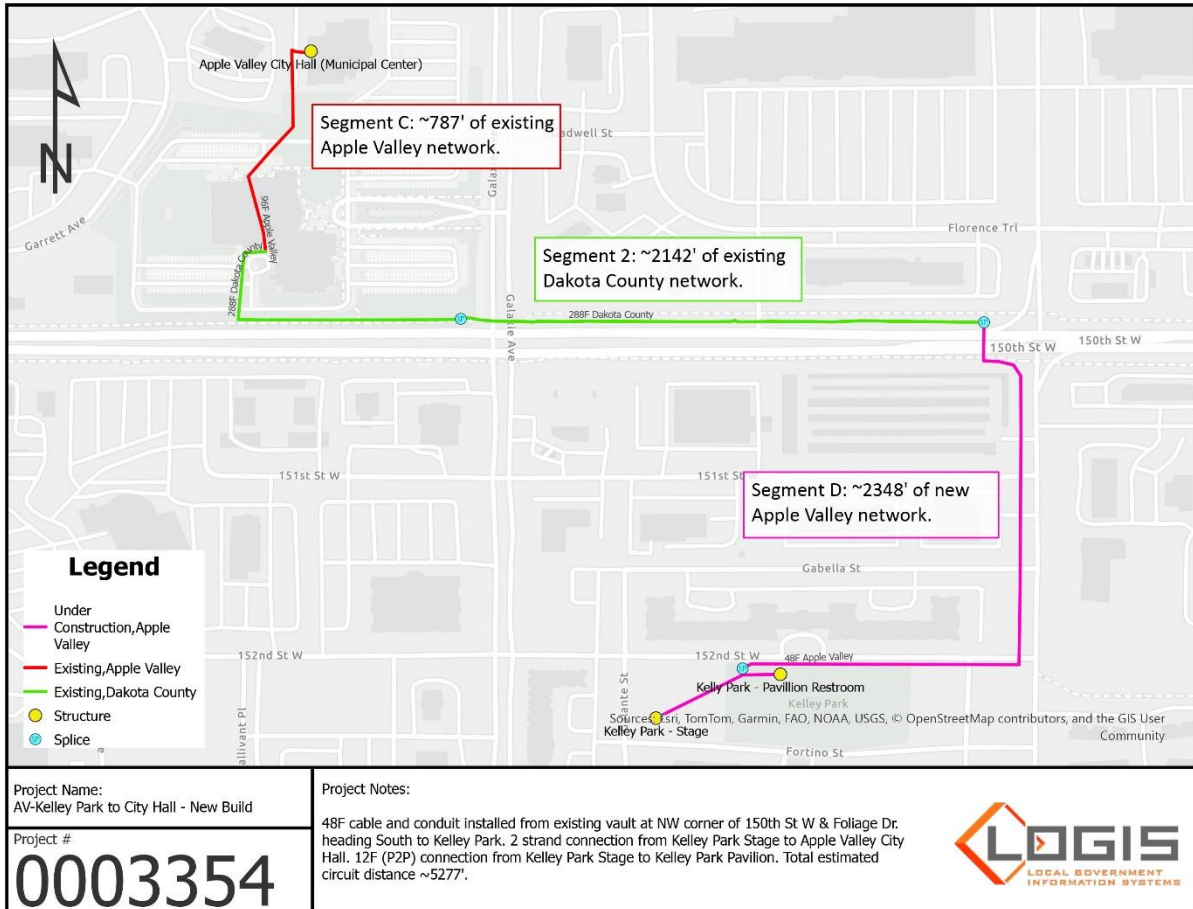
## Segment 1

This segment consists of two strands of fiber from Redwood Park at 311 150<sup>th</sup> Street West, Apple Valley, MN to Apple Valley City Hall at 7100 174<sup>th</sup> Street West, Apple Valley, MN, connecting City-owned fiber segments identified as segment A and segment B below.



## Segment 2

This segment consists of two strands of fiber from Kelley Park at 6855 Fortino Street, Apple Valley, MN to Apple Valley City Hall at 7100 174<sup>th</sup> Street West, Apple Valley, MN, connecting City-owned fiber segments identified as segment C and segment D below.



**ATTACHMENT B  
COST ALLOCATION AND PAYMENT LOGISTICS**

**Segment 1 – connection between Redwood Park and Apple Valley City Hall**

1.8 miles x \$65/pair/mile/month	\$117.00
12 months	\$1,404.00

**Segment 2 – connection between Kelley Park and Apple Valley City Hall**

.43 miles x \$65/pair/mile/month	\$27.95
12 months	\$335.40

**Yearly Total:            \$1,739.40**



# Board of Commissioners

## Request for Board Action

Item Number: DC-5640

Agenda #: 7.2

Meeting Date: 5/19/2026

**DEPARTMENT:** Information Technology

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a Fiber Optic Indefeasible Right To Use Agreement with Rosemount-Apple Valley-Eagan Independent School District 196 (ISD 196) for use of fiber in the Dakota County owned network.

### SUMMARY

Staff request the authorization of a Fiber Optic Indefeasible Right To Use Agreement (IRU) with ISD 196 for use of fiber in the Dakota County owned network.

The fiber segments and costs are described below:

Segment 1: This segment consists of one strand of fiber from Western Service Center at 14955 Galaxie Avenue, Apple Valley to the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount, connecting to the ISD 196 fiber segment. This includes 7.44 miles at the rate of \$32.50 per strand/mile/month for a total monthly charge of \$241.80 or \$2,902 annually.

Segment 2: This segment consists of six strands of fiber from the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount to 132<sup>nd</sup> Street NW and Robert Trail in Rosemount, connecting to an ISD 196 fiber segment. This includes 2.73 miles at the rate of \$65 pair/mile/month for a total monthly charge of \$532.35 or \$6,388 annually.

The term of the agreement is for 10 years with two separate five-year renewal agreements.

### RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute an IRU with ISD 196 for the use of seven strands of fibers from Dakota County to connect to ISD 196 fiber segments.

### EXPLANATION OF FISCAL/FTE IMPACTS

ISD 196 has agreed to lease one strand of fiber at a distance of 7.44 miles at a rate of \$32.50 per strand per mile for a total of \$241.80 per month or \$2,902 annually.

ISD 196 has agreed to lease six strands of fiber at a distance of 2.73 miles at a rate of \$65 per pair

per mile for a total of \$532.35 per month or \$6,388 annually.

The term of the agreement is for 10 years with two separate five-year renewal agreements.

This will include an annual payment of \$9,290 from ISD 196 to Dakota County which will be recorded as revenue in the General Fund.

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

**RESOLUTION**

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 132<sup>nd</sup> 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.

**PREVIOUS BOARD ACTION**

- 25-175; 04/08/25
- 22-216; 06/14/22
- 05-165; 04/05/05

**ATTACHMENTS**

Attachment: Independent School District 196 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: Tony Gomes

Author: Hamza Akram

Contract #DCA24133

FIBER OPTIC INDEFEASIBLE RIGHT TO USE  
AGREEMENT BY AND BETWEEN  
DAKOTA COUNTY AS GRANTOR  
AND  
INDEPENDENT SCHOOL DISTRICT 196  
AS GRANTEE

# FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A and B, (collectively the “Agreement” or the “IRU Agreement”) is made by and between, County of Dakota, a Minnesota County government unit, acting by and through its Board of Commissioners (“IRU Grantor” or “County”) and Rosemount-Apple Valley-Eagan Public Schools, Independent School District 196 acting through its, School Board (“IRU Grantee” or “School District”). The IRU Grantee and IRU Grantor may be referred to herein individually as a “Party” or collectively as the “Parties.”

## BACKGROUND

- A. School District desires the use of one fiber from County to provide the School District fiber connecting Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN to the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount, MN as described in this Agreement; and
- B. School District desires to lease the use of six fibers from County to connect the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount, MN to 132<sup>nd</sup> Street NW and Robert Trail, Rosemount, MN as described in this Agreement; and
- C. County agrees to grant to the School District the right to use seven fibers within certain Fiber Optic Cable segments on the terms and conditions set forth below:

## DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. “Fiber Optic Cable” or “Cable” means a collection of fibers with a protective outer covering.
- F. “IRU Assets” means the County’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
- G. “IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the County in which the School District has a IRU pursuant to the terms of this Agreement.

- H. "IRU Fibers" means the specific County owned Fiber in the locations described in Attachment A, for which an IRU is granted to the School District in the IRU Cable pursuant to the terms of this Agreement.
- I. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- J. "Optical Splice Point" means a point where the County's Cable is connected to another entity's Cable within a splice enclosure.
- K. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

## **ARTICLE I INSTALLATION AND LICENSES**

**Section 1.1** The School District desires an IRU in the County's IRU Assets further described in Attachment A to this Agreement. In consideration of the promises by School District in this Agreement, the County grants an IRU to School District in the IRU Assets identified in Attachment A, which is attached hereto and incorporated herein by reference, pursuant to IRU's or other contractual arrangements. School District shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If School District generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of IRU Assets, 100% of the revenue generated by use of the IRU Assets shall be paid to the County.

**Section 1.2** Subject to the terms and conditions of this Agreement, County hereby grants to School District a license to access and use the IRU Fibers within the IRU Cable as delineated in Attachment A for School District use in accord with and during the term of this Agreement. Along with any revenue articulated in Section 1.1, School District shall be charged a monthly fee for the use of one strand in Segment 1 IRU Fibers of \$32.50 Dollars per mile per month per strand over a distance of 7.44 miles for Segment 1 for a total of \$241.80 per month which is \$2,901.60 per year, and three pair in Segment 2 IRU Fibers of \$65 Dollars per mile per month per pair of strands over a distance of 2.73 miles for Segment 2 for a total of \$532.35 per month which is \$6,388.20 per year (collectively, the "License Fee"), as delineated in Attachments A and B. The License Fee shall be payable to the County in advance on or before each subsequent year from the Effective Date.

**Section 1.3** The License Fee is established by the County Board of Commissioners and is subject to modification during the Term of this Agreement, provided that the License Fee shall not be modified for a minimum of 10 years after the Effective Date of this Agreement (the initial term).

Thereafter, the License Fee may be modified based on the then-current License Fee established by the County Board. The County shall provide at least 90 days written notice to School District prior to the effective date of any License Fee modification. School District may accept the License Fee modification or may elect to terminate this Agreement and School District's use of the Licensed Fibers at the end of the then-current annual year of any Term by providing written notice of termination to the County within 90 days following the date of the County's notice. If School District does not provide the notice of termination, the License Fee shall be effective and payable as modified for the next annual payment.

**Section 1.4** The IRU Fibers are provided to the School District "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the School District network, the School District shall be responsible for coordinating this work with County and shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by County for School District network purposes.

**Section 1.5** Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Attachment A.

**Section 1.6** No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

## **ARTICLE II EFFECTIVE DATE AND TERM**

The School District may use the IRU Fibers commencing on the date the last party executes this Agreement. This Agreement has an initial term of ten (10) years, with two separate five-year renewal options. The School District shall provide the County at least ninety (90) days' notice to renew. The County may terminate a renewal option by giving 6 months' advance notice to School District prior to expiration of the preceding initial or first extension term, or unless this Agreement is otherwise terminated at any other point by agreement of the Parties in writing or by one of the events in Article IX, Section 9.2 of this Agreement.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES**

**Section 3.1** School District's use of the IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

**Section 3.2** The County represents and warrants it has the right to grant an IRU in its IRU Fibers.

#### **ARTICLE IV LIABILITY**

**Section 4.1** Neither School District nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

**Section 4.2** To the extent permitted by law, County assumes, releases and agrees to indemnify, defend, protect and save the School District (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of County, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

To the extent permitted by law, the School District assumes, releases and agrees to indemnify, defend, protect and save the County (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the School District, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage, and nothing herein shall be considered as a waiver of the County's and the School District's statutory tort limits under Minn. Stat. Chap. 466.

**Section 4.3** Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber Facilities, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

**ARTICLE V  
FORCE MAJEURE**

The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

**ARTICLE VI  
MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE**

**Section 6.1** Maintenance. County shall maintain the IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. County agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segments 1 and 2 as described on Attachment A.

**Section 6.2** Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of the Fiber Facilities and IRU Fibers during the term of this Agreement except as outlined in Attachment B.

**Section 6.3** Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a contracted third party as agreed by the Parties.

**Section 6.4** Relocation. County will be responsible for relocation of Fiber Facilities.

**ARTICLE VII  
CONFIDENTIALITY**

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation, or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

**ARTICLE VIII**  
**ABANDONMENT; TERMINATION; EFFECT OF TERMINATION**

**Section 8.1** Should the County decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing School District in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If County provides notice of intent to abandon, School District may notify the County prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If the School District provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to School District. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

**Section 8.2** Should School District decide it no longer requires use of the IRU Fibers during the term of this Agreement, it may terminate the agreement by providing sixty (60) days' notice informing the County in writing of its intent to terminate the IRU Agreement.

**Section 8.3** This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder.

**Section 8.4** If the Agreement terminates under Article VIII, Section 8.3 based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

**ARTICLE IX**  
**DEFAULT**

**Section 9.1** Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

**Section 9.2** Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

**ARTICLE X**  
**NOTICES**

**Section 10.1** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to School District:  
Independent School District 196  
Attn: Edward Heier  
Coordinator of Technology  
3455 153<sup>rd</sup> Street West  
Rosemount, MN 55068

With a copy to:  
Independent School District 196  
Attn: Adam Wattenbarger  
General Counsel  
3455 153<sup>rd</sup> Street West  
Rosemount, MN 55068

If to County:  
Dakota County Board  
Attn: Deputy County Manager  
1560 Highway 55  
Hastings, MN 55033

With a copy to:  
Dakota County Attorney's Office  
Attn: Civil Division  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033

**Section 10.2** Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

#### **ARTICLE XI LIMITATION ON PROPERTY INTEREST**

This Agreement does not grant the School District any property interest, or estate in, or lien upon County's property, County's IRU Assets, or any components thereof, or any intellectual property, except for use of the IRU Fibers during the term of this Agreement. All liens, claims, and charges of the School District shall not attach to any interest of County or in any property owned by County.

This Agreement does not grant County any property interest, or estate, in or lien upon School District's property, any optical fiber network owned by the School District or any components thereof, or any intellectual property. All liens, claims, and charges of the County shall not attach to any interest of School District or in any property owned by School District.

#### **ARTICLE XII GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

**ARTICLE XIII  
INDEPENDENT CONTRACTOR**

The performance by County and the School District of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, School District and County.

**ARTICLE XIV  
MISCELLANEOUS**

**Section 14.1** The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

**Section 14.2** When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and “of” is used in the inclusive sense, in all cases where such meanings would be appropriate.

**Section 14.3** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

**Section 14.4** This Agreement may be amended only by a written instrument executed by all Parties.

**Section 14.5** No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

**Section 14.6** All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

**Section 14.7** Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

**Section 14.8** This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

**ARTICLE XV  
ENTIRE AGREEMENT**

This Agreement and any Attachments referenced and attached, or to be attached through any amendment constitutes the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements, whether oral or written.

**IRU GRANTEE:  
INDEPENDENT SCHOOL DISTRICT 196**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**IRU GRANTOR:  
DAKOTA COUNTY**

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

Deputy County Manager

Date: \_\_\_\_\_

# ATTACHMENT A - MAP OF FIBER SEGMENTS

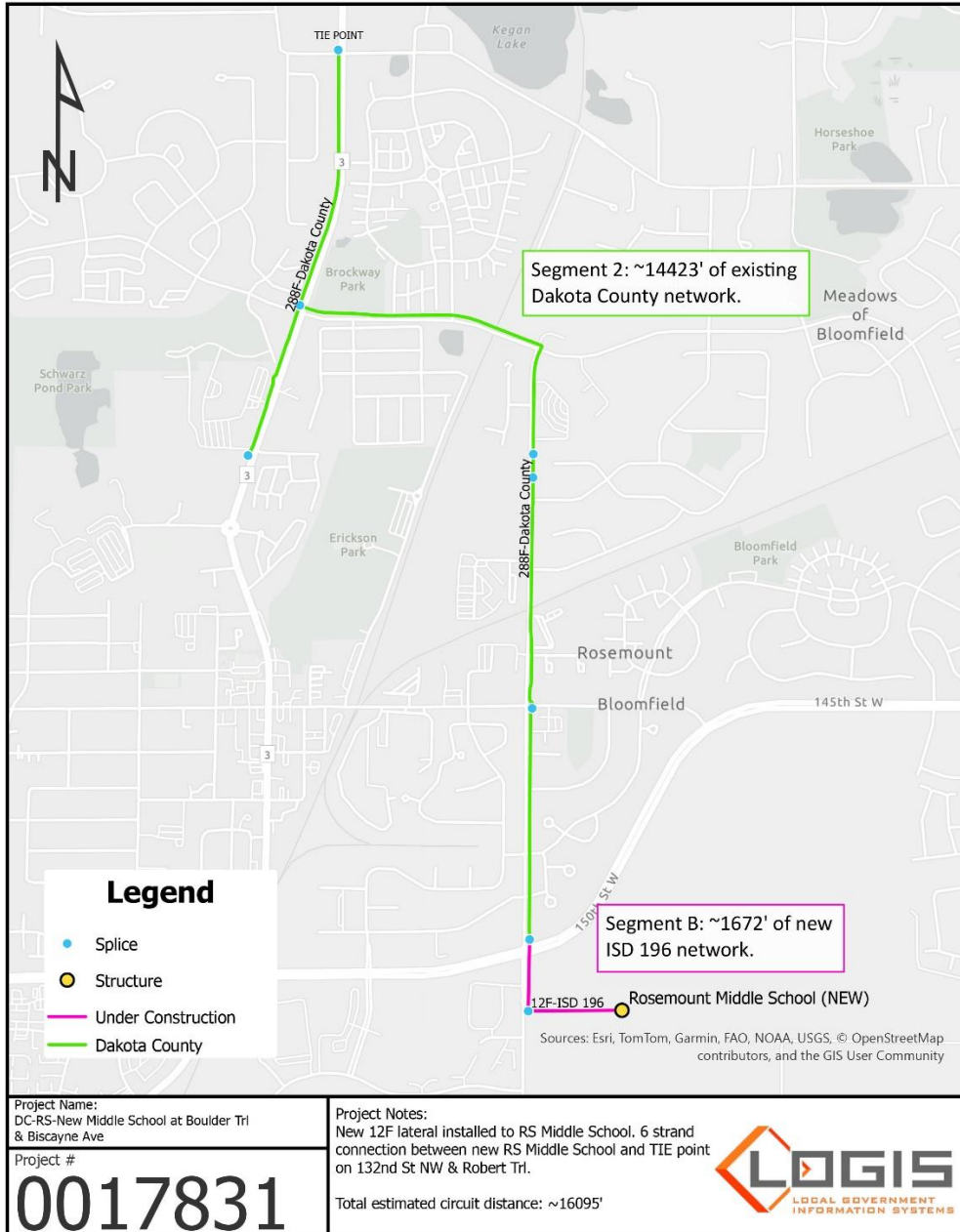
## Segment 1

This segment consists of one strand of fiber from Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN to the new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount, MN, connecting to the ISD 196 fiber segment identified as segment A below.



## Segment 2

This segment consists of six strands of fiber from new Rosemount Middle School at Boulder Trail and Biscayne Avenue, Rosemount, MN to 132<sup>nd</sup> Street NW and Robert Trail, Rosemount, MN connecting to the ISD 196 fiber segment identified as segment B below.



**ATTACHMENT B  
COST ALLOCATION AND PAYMENT LOGISTICS**

**Segment 1 – connection between new RS Middle School to Western Service Center**

7.44 miles x \$32.50/pair/mile/month	\$241.80
12 months	\$2,901.60

**Segment 2 – connection between new RS Middle School to 132<sup>nd</sup> Street NW and Robert Trail**

2.73 miles x \$65/3 pair/mile/month	\$532.35/month
12 months	\$6,388.20/year

Yearly Total:	\$9,289.80
10 year Total:	\$92,898.00
15 year Total:	\$139,347.00
20 year Total:	\$185,796.00



# Board of Commissioners

## Request for Board Action

Item Number: DC-5662

Agenda #: 7.3

Meeting Date: 5/19/2026

**DEPARTMENT:** Finance

**FILE TYPE:** Consent Information

**TITLE**

**Report On Invoices Paid In April 2026**

**PURPOSE/ACTION REQUESTED**

Receive a report on invoices paid during April 2026.

**SUMMARY**

Minn. Stat. § 375.18 requires that all claims paid must be presented to the County Board for informational purposes.

A copy of the April 2026 Paid Invoice Report (Attachment), excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board. The attachment provides a summary of invoices paid each month in 2026.

Payments for the month ending April 30, 2026, total \$17,914,605.

The following is a summary of the major payments for the month.

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,745,851	Retirement accounts, PERA, health & dental
Payments to other governments	\$94,463	Pass through payments - taxes, fees
Materials & supplies	\$191,545	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,477,432	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$2,374,343	Major client services contract
All other expenses	\$6,503,148	Countywide Set-Aside, CEP, and misc.
Capital projects	\$3,527,823	Highway & building construction
	<b>\$17,914,605</b>	

**RECOMMENDATION**

Information only; no action requested.

**EXPLANATION OF FISCAL/FTE IMPACTS**

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

**RESOLUTION**

Information only; no action requested.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: RBA Paid Invoices Report April 2026

**BOARD GOALS**

- |   |  |
|---|--|
| <input type="checkbox"/> A Great Place to Live                    | <input type="checkbox"/> A Healthy Environment                   |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

**CONTACT**

Department Head: Will Wallo

Author: Jan Larson

**RBA - REPORT ON INVOICES PAID**

2026

Major Category	January	February	March	April	May	June	July	August	September	October	November	December
Benefit deductions from employee payroll	\$4,100,976	\$2,734,461	\$2,753,858	\$2,745,851								
Payments to other governments	\$44,899,679	\$96,038	\$86,544	\$94,463								
Materials & supplies	\$286,317	\$324,430	\$200,545	\$191,545								
Overall support of departments	\$2,684,802	\$3,162,555	\$2,410,425	\$2,477,432								
Services to citizens and clients	\$4,003,892	\$2,199,361	\$3,200,006	\$2,374,343								
All other expenses	\$5,390,915	\$6,257,039	\$10,376,157	\$6,503,148								
Capital projects	\$3,732,687	\$4,285,968	\$6,112,648	\$3,527,823								
<b>Total</b>	<b>\$65,099,268</b>	<b>\$19,059,852</b>	<b>\$25,140,183</b>	<b>\$17,914,605</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3 Payrolls = January and August

Tax Distributions = January, May, June, July, October, November, December



# Board of Commissioners

## Request for Board Action

Item Number: DC-5681

Agenda #: 8.1

Meeting Date: 5/19/2026

**DEPARTMENT:** Human Resources

**FILE TYPE:** Consent Action

### TITLE

**Summary Of Conclusions Of Closed Executive Session To Hold Performance Review Of County Manager**

### PURPOSE/ACTION REQUESTED

Summarize the Board of Commissioners' conclusions regarding the closed session mid-year review of the performance of the County Manager.

### SUMMARY

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. The statute requires that the public body summarize its conclusions regarding the evaluation during a subsequent open meeting. By Resolution No. 26-207 (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.

The mid-year evaluation of the County Manager did not result in a rating and was conducted for performance feedback purposes only. The session included 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. This session did not reach any conclusions regarding the County Manager's performance.

### RECOMMENDATION

Staff recommends adoption of the resolution.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

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.

**PREVIOUS BOARD ACTION**

26-207; 5/5/26

**ATTACHMENTS**

Attachment: 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: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5617

Agenda #: 9.1

Meeting Date: 5/19/2026

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**DEPARTMENT:** Public Health

**FILE TYPE:** Consent Action

### TITLE

**Proclamation Of Emergency Medical Services Week In Dakota County May 17-23, 2026**

### PURPOSE/ACTION REQUESTED

Proclaim May 17-23, 2026, as Emergency Medical Services (EMS) Week in Dakota County.

### SUMMARY

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

The EMS Advisory Council works collaboratively with the Public Health Department to enhance EMS services to Dakota County residents. On May 14, 2026, the Dakota County EMS awards were presented (Attachment: Award Recipients).

### OUTCOMES

The Dakota County EMS Council had several notable achievements in 2025:

- Sponsored attendance at conference and training opportunities for EMS Council members.
- Hosted Field Training and Evaluation Program training for Dakota County, Metro and other regional EMS personnel.

The Dakota County EMS Council is working on the following 2026 goals:

- Participate in a full-scale exercise hosted by the Dakota County Exercise Design Team.
- Explore ways to integrate EMS and Public Health projects and programs.
- Ensure the continued training and development of EMS personnel in Dakota County.
- Explore and implement ways to communicate EMS programs to residents to increase awareness of EMS functions.
- Recognize EMS week and acknowledge EMS awards for citizens and first responders.
- Ensure the continued training and development of EMS personnel in Dakota County.

### RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners proclaims EMS Week in Dakota

County, May 17-23, 2026.

**EXPLANATION OF FISCAL/FTE IMPACTS**

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

**RESOLUTION**

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, 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.

**PREVIOUS BOARD ACTION**

03-218; 4/22/03

**ATTACHMENTS**

Attachment: Award Recipients

**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: Amalia Roberts

## 2026 EMS Award Recipients

### Outstanding Action by a Citizen

#### Dakota Electric

Dakota Electric Linemen Greg Nelson, Jake Mortenson, Reid Wheeler, and James Hamblin were nominated for the Outstanding EMS Response award for their decisive, life-saving actions during a high-risk electrical emergency in Dakota County.

After a truck driver was electrocuted by live power lines and his vehicle caught fire in Miesville, the four Dakota Electric linemen acted immediately despite the active hazard. They removed the unresponsive driver from danger and initiated CPR, sustaining his life until EMS arrived.

Their rapid judgment, technical skill, and willingness to risk their own safety directly saved a life and exemplify the highest standards of emergency response and public service.

#### IGH Veteran's Community Center

Emma Zellmer, Steve Heinrich, Aaron Fitzloff and Katelyn Brown are being recognized for their swift action and life-saving response to a near-drowning incident at the Veterans Memorial Community Center in Inver Grove Heights. Upon being alerted of the incident, Emma immediately entered the 13-foot dive well, retrieved the submerged individual, and brought him to the surface with assistance from Aaron and Steve (a guest).

Emma initiated CPR and coordinated a seamless team response with Katelyn and Aaron, including compressions, airway management, and AED deployment. Their swift, coordinated actions restored the individual's vital signs prior to EMS arrival.

Together, their leadership, expertise, and decisive action—supported by a collaborative team effort—directly resulted in saving a life.

### Outstanding EMS Response

#### Hastings Fire Off-Duty Paramedic

Hastings Fire Paramedic Lucas Knoll was off duty and at a restaurant in Hastings when he noticed a commotion at a nearby table where he found a man had become unconscious. Lucas immediately rendered aid after determining the man was in cardiac arrest. He started CPR and a bystander brought the on-site AED to him. Lucas applied the AED and delivered one shock. The man returned spontaneous circulation following defibrillation and was alert and oriented by the time EMS had arrived. The patient

was then transported to the hospital by EMS for further cardiac care. Lucas's response and quick action led to a positive outcome for this patient.

## Burnsville Fire - High School Bike Race

Burnsville firefighter/paramedics Kait Shirk, Troy Kubista, Shawn Hill, Jonathan Erickson and Kyle Laughlin responded to a serious bike crash at Buck Hill, locating a high school patient with significant neck trauma and respiratory distress after a high-impact collision with a tree. Recognizing the severity, they initiated spinal precautions and rapid transport.

As the patient's airway deteriorated enroute, the crew made the critical decision to sedate and secure the airway, providing continuous manual support during transport to a Level 1 trauma center.

The patient was later diagnosed with a tracheal tear and bilateral pneumothoraxes but ultimately recovered without long-term health issues. The crew's rapid assessment, clinical judgment, and decisive airway management were instrumental in saving the patient's life and ensuring a successful outcome.



# Board of Commissioners

## Request for Board Action

Item Number: DC-5602

Agenda #: 10.1

Meeting Date: 5/19/2026

**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

- Approve the Dakota County Fiscal Year (FY) 2026 One-Year Action Plan (2026 Action Plan) for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs.
- Authorize the Chair to sign the U.S. Department of Housing and Urban Development (HUD) application and certifications for FY 2026 CDBG, HOME, and ESG Programs; execute a grant agreement between the County and HUD for the acceptance of CDBG, HOME, and ESG funds; and execute a subrecipient agreement between the County and the Dakota County Community Development Agency (CDA) for the administration of the CDBG, HOME, and ESG programs.
- Designate the Dakota County CDA Director of Community and Economic Development as the certifying officer for environmental reviews associated with the CDBG, HOME, ESG Programs, and Capital Fund projects.

### SUMMARY

The CDA administers the federal CDBG, HOME, and ESG programs on behalf of Dakota County. These federal programs receive annual grants in amounts determined by Congress to be used towards housing and community development activities. The 2026 Action Plan outlines the strategies and objectives for CDBG, HOME, and ESG funds to local governments and housing providers in Dakota County. The proposed activities for the U.S. Department of Housing and Urban Development (HUD) funds meet the priorities established in the 2025-2029 Five-Year Consolidated Plan approved by Resolution No. 25-314 (June 24, 2025).

CDBG. Dakota County was allocated \$2,015,752 in FY 2026 CDBG funds. Proposed uses for the FY 2026 CDBG grant are affordable housing rehab (64%), public services (12%), public facilities (4%), neighborhood revitalization (2%), down payment assistance (3%), planning (2%), and grant administration (13%). There is an additional estimated \$350,000 for residential rehab activities from revolving loan income, which can only be used for residential rehab projects. Based on applications received from participating communities, the CDA recommends that 23 city and township activities, two Countywide activities, and one grant administration activity be funded.

HOME. The Dakota County HOME Consortium was allocated \$2,258,228.07. Including program

income, the FY 2026 HOME allocation is \$3,070,410.20. Proposed uses for the Dakota County HOME funds totaling \$918,712.28, including program income, are affordable rental housing (36%), affordable homeowner housing (36%), Community Housing Development Organization (CHDO) activities (13%), and grant administration (15%). The CDA recommends that the four Dakota County activities receive HOME funds.

ESG. Dakota County was allocated \$166,414 in FY 2026 ESG funds. Proposed uses for the FY 2026 ESG funds include 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%). The Affordable Housing Coalition recommended approval of the draft ESG budget on February 12, 2026.

The public hearing for the 2026 Action Plan was held on April 21, 2026. No comments were received at the public hearing, nor were comments submitted to the CDA.

**RECOMMENDATION**

Dakota County and CDA staff recommend approval of the Dakota County FY 2026 One-Year Action Plan, and the designation of the Dakota County CDA Director of Community and Economic Development as the certifying officer for the CDBG, HOME, and ESG Programs, along with Capital Fund projects.

**EXPLANATION OF FISCAL/FTE IMPACTS**

For FY 2026, Dakota County will receive a CDBG grant of \$2,015,752, a HOME grant of \$918,712.28, including program income (Consortium total of \$3,070,410.20), and an ESG grant of \$166,414.

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

**RESOLUTION**

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.

### **PREVIOUS BOARD ACTION**

25-314; 6/24/25

### **ATTACHMENTS**

Attachment: 2026 Action Plan Attachments Memo

Attachment: 2026 Dakota County Action Plan Executive Summary

Attachment: 2026 CDA Certifications Memo and Certifications

Attachment: 2026 Residential Anti-Displacement Policy and Relocation Plan

Attachment: 2026 Dakota County HOME Consortium Citizen Participation Plan

### **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: Maggie Dykes

**MEMORANDUM**

To: Dakota County Board of Commissioners  
From: Maggie Dykes, CDA Community & Economic Development Assistant Director  
Date: May 19, 2026  
Re: Fiscal Year 2026 Action Plan Attachments

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On May 19, 2026, the County Board will be asked to approve the Dakota County Fiscal Year (FY) 2026 Action Plan for the Community Development Block Grant (CDBG), HOME Investment Partnerships, and Emergency Solutions Grant (ESG) Programs. The Action Plan also includes attachments, which are listed below along with brief explanations of each attachment.

Attachment: 2026 Action Plan Executive Summary (Includes 2026 Activity Statement). The Executive Summary provides information on the proposed 2026 Action Plan including the 2026 Activity Statement. The Summary discusses the proposed objectives, priorities/goals, and strategies for meeting the needs of Dakota County over the next year.

Attachment: CDA Certifications Memo and Certifications. This memo provides confirmation that the CDA and County comply with the CDBG, HOME, and ESG certifications. The certification document is also attached, which is the list of required certifications for the CDBG, HOME, and ESG Programs. The list of certifications corresponds with the statutes and regulations governing the five-year consolidated plan regulations. The County Board Chair is certifying that the County and CDA comply with the certifications of the three programs.

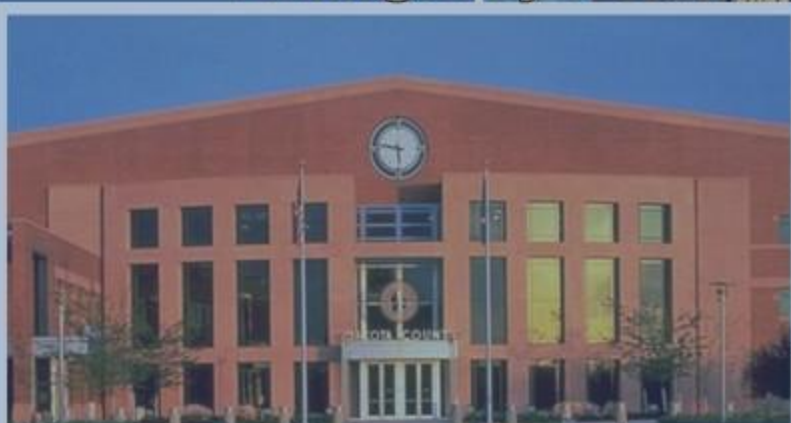
The Sheriff's Office memo certifies that the County complies with the Use of Force certification for the three programs. The County Attorney memo certifies that the County possesses the legal authority to carry out the three programs.

Attachment: Residential Anti-Displacement Policy and Relocation Assistance Plan. The residential anti-displacement certification requires that a plan be in place for residential anti-displacement and relocation due to activities funded with CDBG and/or HOME funds. The plan is updated annually.

Attachment: Citizen Participation Plan. The citizen participation plan details how a grantee provides for and encourages citizen participation for the use of CDBG, HOME, and ESG funds. The plan is updated annually.

# DAKOTA COUNTY ANNUAL ACTION PLAN Program Year 2026 Executive Summary

Community Development Block Grant (CDBG)  
HOME Investment Partnerships Program (HOME)  
Emergency Solutions Grant (ESG)



## Executive Summary

### AP-05 Executive Summary - 91.200(c), 91.220(b)

#### 1. Introduction

In order to receive federal funding from the U.S. Department of Housing and Urban Development (HUD), Dakota County is required to prepare a Consolidated Plan, as well as subsequent Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs), for the following entitlement programs: Community Development Block Grant (CDBG); HOME Investment Partnerships Program (HOME); Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Solutions Grant (ESG). Currently, Dakota County does not receive any HOPWA funds.

The Fiscal Year (FY) 2026 Annual Action Plan (Action Plan) is the second year of Dakota County's Consolidated Plan for Fiscal Years 2025-2029 (Con Plan) as ratified by the Dakota County Board of Commissioners and approved by HUD.

The Con Plan lays out the objectives, priority goals and outcomes Dakota County has established to provide decent affordable housing, suitable living environments, and expand economic opportunities principally for low-and moderate-income households over the next five-year period. In the Action Plan, Dakota County identifies the proposed programs and projects to be undertaken during the 2026 program year to achieve the objectives and outcomes established in the Con Plan.

The CDA has administered the federal funds on behalf of Dakota County since the County became an entitlement jurisdiction in 1984. Each of the three entitlement programs has eligible activities in which the funds can be utilized. The CDA is charged with ensuring the requirements are met and will continue to provide the administrative guardianship of all three programs through its agreement with the County.

Dakota County is designated as the lead agency for the Dakota County HOME Consortium and assumes the role of monitoring and oversight of the HOME funds for the Consortium, which includes the counties of Anoka, Dakota, Ramsey, and Washington, and the city of Woodbury. As the grantee of CDBG funds, Dakota County works directly with the various municipalities (municipal subrecipients) within the County to provide access to this funding stream. The CDA provides managerial oversight of the numerous activities implemented with HOME, CDBG, and ESG resources.

## **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

With the outcomes established by Congress in mind and guided by the mission statements of Dakota County and Dakota County CDA, the following objectives were identified to achieve the housing and community development needs of Dakota County communities and its residents.

1. Increase the affordable housing choices for low-and moderate-income households.
2. Preserve and improve existing housing to maintain affordability.
3. Increase access and quality of living by providing public services and supporting public facilities.
4. Support community development that revitalizes neighborhoods and removes safety and blight hazards.
5. Support economic development that enhances the workforce and businesses.
6. Support planning efforts that address the housing, community and economic development needs of Dakota County and continue to foster partnerships with community stakeholders.

The priority goals and the strategies to achieve the desired outcomes of decent housing, suitable living environments and economic opportunity were then formulated to serve the broad range of households, and to provide benefit to as many persons possible given the parameters of the funding programs.



The following chart details the strategies from the 2025-2029 Consolidated Plan.

## 2025-2029 Consolidated Plan - Dakota County

Objective		Priority	Strategy	Outcome			
6	Support planning efforts that address the housing, community and economic development needs of Dakota County, support fair housing choice, and continue to foster partnerships with community stakeholders.	1	Increase the affordable housing choices for low- and moderate-income households.	Reduce Homelessness	<ul style="list-style-type: none"> <li>a. Support the implementation and operation of coordinated access entry sites for families, youth and singles</li> <li>b. Support housing stabilization initiatives for homeless populations</li> <li>c. Support the operation of emergency shelter facilities</li> </ul>	Planning and Administration a. Support all of the goals and strategies with planning and administration	<ul style="list-style-type: none"> <li>• 50 Households provided Rapid Re-housing Assistance</li> <li>• 50 Households assisted with Homelessness Prevention</li> <li>• 500 Persons assisted through Overnight Shelter</li> </ul>
				Affordable Rental Housing	<ul style="list-style-type: none"> <li>a. Assist households to secure housing through new construction</li> <li>b. Improve energy efficiency of rental units</li> <li>c. Rehabilitate and preserve affordability in multifamily units</li> <li>d. Support fair housing activities</li> <li>e. Provide rental assistance</li> </ul>		<ul style="list-style-type: none"> <li>• 50 Rental Units constructed</li> <li>• 10 Rental Units rehabilitated</li> </ul>
		2	Preserve and improve existing housing to maintain affordability.	Affordable Homeowner Housing	<ul style="list-style-type: none"> <li>a. Increase supply of affordable homeowner housing</li> <li>b. Improve energy efficiency of owner-occupied housing units</li> <li>c. Rehabilitate and preserve affordability in single family units</li> <li>d. Support fair housing activities</li> </ul>		<ul style="list-style-type: none"> <li>• 300 Homeowner Units rehabilitated</li> <li>• 1 Homeowner Unit (re)constructed</li> <li>• 3 Direct Financial Assistance to Homebuyers</li> </ul>
				Community Development	<ul style="list-style-type: none"> <li>a. Assist LMI homeowners with street assessments</li> <li>b. Improve accessibility in public buildings to comply with ADA regulations</li> </ul>		<ul style="list-style-type: none"> <li>• 500 Persons benefited from public facility or infrastructure improvement</li> </ul>
		3	Increase access and quality of living by providing public services and supporting public facilities.	Public Services	<ul style="list-style-type: none"> <li>a. Support programs that fulfill basic needs (food and shelter) for people who are low-income and/or homeless</li> <li>b. Support programs for youth</li> <li>c. Support programs for seniors</li> <li>d. Support transportation services</li> <li>e. Support housing counseling services</li> </ul>		<ul style="list-style-type: none"> <li>• 13,000 Persons benefited from public services</li> </ul>
				Neighborhood Revitalization	<ul style="list-style-type: none"> <li>a. Address vacant or substandard properties that may or may not be suitable for rehab</li> <li>b. Address water and sanitation hazards</li> <li>c. Address contamination clean up issues</li> </ul>		<ul style="list-style-type: none"> <li>• 150 Households assisted</li> </ul>
		4	Support community development that revitalizes neighborhoods and removes safety and blight hazards.	Economic Development	<ul style="list-style-type: none"> <li>a. Support work initiatives that assist residents to access living wage jobs</li> <li>b. Support initiatives that help low-income people gain work skills, jobs and employment history</li> <li>c. Provide financial assistance to businesses to address building deficiencies (exterior façade improvements)</li> </ul>		<ul style="list-style-type: none"> <li>• Façade treatment/business building rehabilitation: 2 Businesses</li> </ul>
		5	Support economic development that enhances the workforce and businesses.				

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Dakota County and the Dakota County HOME Consortium consistently perform well in the administration of the three grant programs discussed in this plan. In the CDBG program, one regulatory measure used by HUD to evaluate performance is the timeliness ratio test. This formula measures the amount of an entitlement community's unexpended funds 60 days prior to the start of the next program year in relation to the amount of funding it receives; the ratio cannot exceed 1.5. Dakota County's timeliness ratio is measured on May 2<sup>nd</sup> each year. On April 6, 2026, the Dakota County ratio was 1.47.

The HOME program uses commitment and expenditure deadlines to measure performance. Dakota County has met all deadlines.

The ESG program uses drawdown requirements to measure performance. Dakota County has made consistent drawdowns of ESG funds.

While these financial tests are required and are measurements of performance, it is also important that projects and programs carried out with these funds meet outcome expectations and benefit eligible persons. Reporting on outcomes and beneficiaries is made available each year in the Consolidated Annual Performance and Evaluation Report (CAPER). Dakota County and the CDA recognize that the evaluation of past performance is critical to ensuring the County and its subrecipients are implementing activities effectively and that those activities align with the overall strategies and goals listed in the Con Plan. The performance of programs and systems are evaluated on a regular basis and adjustments are made as needed.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Each municipality is required to formally apply for CDBG funding and request funding for activities that would best serve their community needs. Applications were provided to city and township staff on November 21, 2025, and were required to be submitted to the CDA by January 16, 2026.

CDA staff regularly attend the monthly meetings held by the Affordable Housing Coalition and consulted the members of the coalition regarding the Annual Action Plan. The discussion and feedback were helpful to determine the actions needed to meet the goals of the Consolidated Plan. Members of the Affordable Housing Coalition also reviewed and made comments on the ESG Written Standards.

CDA staff consulted with following Dakota County departments and divisions: Community Services, Physical Development, Workforce Development, Environmental Resources, and the Office of Planning specific to the activities that could be potentially funded with CDBG funds. An internal e-mail was sent to various County Departments to apply for 2026 funding with the same application deadline as the municipalities. The County Board reviewed the staff-recommended 2026 Countywide activities on February 10, 2026.

To continue the community engagement process once the proposed objectives and outcomes had been identified, CDA staff presented the plan to the community and its stakeholders in the following manner:

1. Presentations (February 2026-May 2026) – The Dakota County CDA presented a draft of the priorities and the established goals at the following venues:
  - The Affordable Housing Coalition reviewed the ESG activities at a regularly scheduled meeting (February 12).
  - The County Board reviewed the Action Plan at a regularly scheduled meeting (March 24).
2. Public Hearing and Comment Period (March 2026 – April 2026) – A 39-day public comment period was opened on March 13, 2026, and ran through April 20, 2026. Public notices were published in the *Dakota Tribune* and the *Star Tribune*, as well as on the websites of Dakota County, the Dakota County CDA, and the cities in Dakota County (only the public hearing notice was posted on cities' websites). A public hearing was held on April 21, 2026, at the Dakota County Board of Commissioners meeting. The Dakota County HOME Consortium members each held their own public hearings.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The public hearing for the Dakota County Action Plan was April 21, 2026. The public comment period was open for a period of 39 days. No comments were received.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

The public hearing was held on April 21, 2026 and the public comment period ran from March 13 to April 20 for 39 days. No comments from the public were received.

**7. Summary**

Dakota County and the HOME Consortium members were allocated approximately \$4 million between CDBG, HOME and ESG for FY 2026. Dakota County will receive slightly under \$3 million in grant allocations, with the largest being CDBG.

For the 2026 program year, Dakota County has set funding for 34 activities to take place either within a specified city or on a Countywide basis. The breakout is 26 activities are funded with CDBG, five activities are funded with ESG, and three activities are funded with HOME including program administration. The following activity statement and graphs detail the intended uses (activities) of CDBG, HOME and ESG funds for FY 2026.

The other members of the Dakota County HOME Consortium will work with their respective elected Boards for approval of the non-HOME funds.

## Dakota County FY 2026 CDBG/HOME/ESG Activity Statements

Final CDBG Budget with 6.46% (\$122,310) increase from FY 2025

Final HOME Budget with 2.85% (\$64,399.73) increase from FY 2025

Final ESG Budget with 1.03% (\$1,722) increase from FY 2025

### FY 2026 Dakota County CDBG Activity Statement

#### Small Cities and Townships:

City	Project	2026 Budget
Vermillion Township	Planning & Admin - 2050 Comprehensive Plan	\$ 36,997
	<b>Total</b>	<b>\$ 36,997</b>

#### Large Cities:

City	Project	2026 Budget
Apple Valley	Home Improvement Loan Program	\$ 150,243
	Public Service - DARTS Senior Chore Service	\$ 26,514
	<b>Total</b>	<b>\$ 176,757</b>

City	Project	2026 Budget
Burnsville	Home Improvement Loan Program	\$ 262,760
	<b>Total</b>	<b>\$ 262,760</b>

City	Project	2026 Budget
Eagan	Home Improvement Loan Program	\$ 185,469
	Public Service - Pre-School Program	\$ 4,232
	Public Service - Youth After School Programs	\$ 15,869
	Public Service - DARTS Senior Chore Services	\$ 5,290
	Public Service - Dakota Woodlands Youth	\$ 6,347
	<b>Total</b>	<b>\$ 217,207</b>

City	Project	2026 Budget
Farmington	Home Improvement Loan Program	\$ 48,072
	Public Service - Senior Services	\$ 5,341
	<b>Total</b>	<b>\$ 53,413</b>

City	Project	2026 Budget
Hastings	Assessment Abatement	\$ 46,542
	<b>Total</b>	<b>\$ 46,542</b>

City	Project	2026 Budget
Inver Grove Heights	Home Improvement Loan Program	\$ 94,656
	<b>Total</b>	<b>\$ 94,656</b>

City	Project	2026 Budget
Lakeville	Home Improvement Loan Program	\$ 10,093
	ADA Compliance Improvements - Heritage Center	\$ 85,163
	Public Service - Senior Transportation	\$ 37,027
	Public Service - Senior Services	\$ 14,264
	<b>Total</b>	<b>\$ 146,547</b>

City	Project	2026 Budget
Mendota Heights	Home Improvement Loan Program	\$ 16,813
	<b>Total</b>	<b>\$ 16,813</b>

City	Project	2026 Budget
Northfield	Homeownership Assistance - Down Payment Assistance	\$ 50,002
	Planning & Admin - Land Development Code	\$ 5,556
	<b>Total</b>	<b>\$ 55,558</b>

City	Project	2026 Budget
Rosemount	Home Improvement Loan Program	\$ 51,698
	<b>Total</b>	<b>\$ 51,698</b>

City	Project	2026 Budget
South St. Paul	Home Improvement Loan Program	\$ 73,054
	<b>Total</b>	<b>\$ 73,054</b>

City	Project	2026 Budget
West St. Paul	Home Improvement Loan Program	\$ 90,062
	<b>Total</b>	<b>\$ 90,062</b>

Countywide	Project	2026 Budget
Dakota County	Home Improvement Loan Estimated Revolving Loan	\$ 350,000
	Countywide Home Improvement Loan	\$ 314,381
	Public Service - Housing Counseling	\$ 126,307
	Planning & Admin - CDA General Grant Administration	\$ 253,000
	<b>FY2026 CDBG Countywide</b>	<b>\$ 440,688</b>
	<b>FY2026 CDBG Grant Administration</b>	<b>\$ 253,000</b>
	<b>FY2026 CDBG Total Final Budget</b>	<b>\$ 2,015,752</b>
	<b>FY2026CDBG Final Budget w/ Estimated RL</b>	<b>\$ 2,365,752</b>

## FY 2026 Dakota County HOME Consortium Activity Statement

Participating Jurisdiction	Project	2026 Budget
Anoka County 24.62%	Affordable Rental Housing	\$ 416,982.00
	Affordable Rental Housing - Program Income	\$ 416,269.79
	Affordable Rental Housing - Program Income (from Woodbury)	\$ 379.10
	Affordable Homeowner Housing - Program Income	\$ 150,000.00
	Community Housing Development Organization - Rental	\$ 83,396.00
	Grant Administration	\$ 41,698.00
	Grant Administration - Program Income	\$ 47,189.15
	<b>Total</b>	<b>\$ 1,155,914.04</b>

Participating Jurisdiction	Project	2026 Budget
Dakota County 36.24%	Affordable Rental Housing	\$ 284,867.58
	Affordable Rental Housing – Program Income	\$ 44,050.84
	Affordable Homeowner Housing	\$ 328,918.42
	Community Housing Development Organization - Rental	\$ 122,757.00
	Grant Administration	\$ 117,834.07
	Grant Administration – Program Income	\$ 20,284.37
	<b>Total</b>	<b>\$ 918,712.28</b>

Participating Jurisdiction	Project	2026 Budget
Ramsey County 22.84%	Affordable Homeowner Housing	\$ 386,835.00
	Affordable Homeowner Housing – Program Income	\$ 120,076.86
	Rental - Community Housing Development Organization	\$ 77,367.00
	Grant Administration	\$ 38,683.00
	Grant Administration – Program Income	\$ 10,006.42
	<b>Total</b>	<b>\$ 632,968.28</b>

Participating Jurisdiction	Project	2026 Budget
Washington County 11.86%	Affordable Homeowner Housing	\$ 200,869.00
	Community Housing Development Organization - Rental	\$ 40,174.00
	Grant Administration	\$ 20,087.00
	<b>Total</b>	<b>\$ 261,130.00</b>

Dakota County 2026 Annual Action Plan Executive Summary

Participating Jurisdiction	Project	2026 Budget
City of Woodbury 4.44%	Affordable Rental Housing	\$ 55,417.85
	Affordable Rental Housing - Program Income	\$ 3,925.60
	Affordable Homeowner Housing	\$ 19,781.15
	Community Housing Development Organization - Rental	\$ 15,041.00
	Grant Administration	\$ 7,520.00
	<b>Total</b>	<b>\$ 101,685.60</b>

Consortium Totals	Project	2026 Budget
	HOME Projects:	
	Affordable Rental Housing	\$ 757,267.43
	Affordable Homeowner Housing	\$ 936,403.57
	Community Housing Development Organization - Rental	\$ 338,735.00
	Grant Administration	\$ 225,822.07
	Prior Year Program Income	\$ 812,182.13
	<b>Total Grant</b>	<b>\$ 2,258,228.07</b>
	<b>Total Grant and Program Income</b>	<b>\$ 3,070,410.20</b>

### FY 2026 Dakota County ESG Activity Statement

Countywide	Activity	2026 Budget
	Emergency Shelter Operations	\$ 99,848
	Rapid Re-Housing	\$ 46,730
	Homelessness Prevention	\$ 2,529
	Data Collection (HMIS)	\$ 4,826
	Grant Administration	\$ 12,481
	<b>2026 Emergency Solutions Grant Total</b>	<b>\$ 166,414</b>

**MEMORANDUM**

**TO:** Erin Stwora and Tom Donely  
**FROM:** Maggie Dykes, Asst. Director of Community & Economic Development  
**DATE:** May 19, 2026  
**RE:** **CDBG, HOME, and ESG Certifications**

I am providing you responses from the CDA regarding the following certifications that are identified as part of CDBG, HOME and ESG funding from the U.S. Department of Housing and Urban Development (HUD).

1. **Affirmatively Further Fair Housing.** Dakota County complies with the Fair Housing Act and other civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.
2. **Anti-Displacement and Relocation Plan.** A copy of the 2026 Dakota County Residential Anti-Displacement and Relocation Assistance Plan has been completed by the CDA and is included as an attachment in the County RBA. It is Appendix D in the Action Plan.
3. **Drug Free Workplace.** The CDA includes this provision in its Personnel Policies & Procedures Manual with corresponding programs.
4. **Anti-Lobbying.** The CDA is not aware of any lobbying that meets definitions listed as #1 and #2 in the attached Certifications document. Furthermore, these provisions are included in award documents and contracts.
5. **Consistency with Plan.** All housing and community development activities undertaken with CDBG and HOME funds are consistent with the 2025–2029 Consolidated Plan for Dakota County.
6. **Section 3.** On behalf of Dakota County, the CDA complies with Section 3 of the Housing and Urban Development Act of 1968 related to employment and training opportunities for low-income persons. The CDA submits an annual report to HUD with required information on contracts over \$200,000.
7. **Citizen Participation.** A copy of the 2026 Citizen Participation Plan for the Dakota County Consortium is included as an attachment in the County RBA. This same document is Appendix A in the Action Plan.

8. **Community Development Plan.** The 2025-2029 Consolidated Plan for Dakota County identifies needs and specifies objectives as required.
9. **Following the Plan.** The Dakota County Board adopted the 2025-2029 Consolidated Plan on June 24, 2025 (Resolution No. 25-314).
10. **Use of Funds.** On behalf of Dakota County, the CDA ensures that the use of CDBG funds complies with priorities identified in the Annual Action Plan, overall benefit criteria, and special assessment provisions.
11. **Compliance with Anti-Discrimination Laws.** CDBG and HOME grant funds are administered in compliance with Title VI of the Civil Rights Act of 1964.
12. **Lead-based Paint.** On behalf of Dakota County, the CDA administers all CDBG and HOME-funded programs in compliance with Part 35, Subparts A, B, J, K and R of Title 24.
13. **Compliance with Laws.** On behalf of Dakota County, the CDA is in compliance with all applicable laws.
14. **Specific HOME Certification.** On behalf of Dakota County, the CDA certifies compliance with: (a) tenant based rental assistance; (b) eligible activities and costs; and (c) subsidy layering as listed in the Specific HOME Certifications document.
15. **Specific ESG Certifications.** On behalf of Dakota County, the CDA certifies compliance with the items listed in the ESG Certifications document.

## **CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing

Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Laurie Halverson, Chair, Dakota County Board of Commissioners  
Print Name/Title

## SPECIFIC COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

The Entitlement Community certifies that:

**Citizen Participation** – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** – Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** – It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year 2026, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made

against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** – It will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Laurie Halverson, Chair, Dakota County Board of Commissioners  
Print Name/Title

## SPECIFIC HOME CERTIFICATIONS

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** – If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** – It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** – Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Laurie Halverson, Chair, Dakota County Board of Commissioners  
Print Name/Title

## EMERGENCY SOLUTIONS GRANT CERTIFICATIONS

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence

shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Laurie Halverson, Chair, Dakota County Board of Commissioners  
Print Name/Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Office of the  
**DAKOTA COUNTY SHERIFF**


Phone: (651) 438-4700  
Fax: (651) 450-2737  
sheriff@co.dakota.mn.us

**JOE LEKO, SHERIFF**  
**DANIEL BIANCONI, CHIEF DEPUTY SHERIFF**

1580 Highway 55  
Hastings, MN 55033

# ***Memorandum***

**TO:** Erin Stwora, Assistant Director  
Dakota County Physical Development

**FROM:** Joe Leko, Dakota County Sheriff 

**DATE:** April 15, 2026

**RE:** Sheriff's Certification of Use of Force Policy

Excessive force certification for CDBG/HOME is true and the Dakota County Sheriff's Office has a current policy regulating the use of force by all members of the department. Our policy regarding the use of force is titled, "Dakota County Sheriff's Office Policy 300, Use of Force."

It is, therefore, appropriate for the Chairperson to sign this document.

JWL/si



# MEMORANDUM

## Dakota County Attorney's Office

Kathryn M. Keena  
County Attorney

Email: [attorney@co.dakota.mn.us](mailto:attorney@co.dakota.mn.us)  
P: 651-438-4438, F: 651-438-4499

**DATE:** April 20, 2026

**TO:** Erin Stwora, Assistant Physical Development Director

**FROM:** Thomas R. Donely, First Assistant County Attorney *TRD*

**SUBJECT:** 2026 CDBG and HOME Certifications  
Our File No. CV-26-240

The purpose of this Memorandum is to certify that the 2026 Action Plan is authorized under State law and local law and that Dakota County currently possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

TRD/gk

cc: Maggie Dykes, Assistant Director of CED, Dakota County CDA

## 2026 DAKOTA COUNTY ANTI-DISPLACEMENT POLICY

### PART I. MINIMIZING DISPLACEMENT

It is the goal of Dakota County to minimize displacement of persons from their homes and neighborhoods when utilizing Community Development Block Grant (CDBG) or HOME Investments Partnership Program (HOME) funds. Displacement has been defined as the involuntary movement of a household from a dwelling as a result of its acquisition, rehabilitation or demolition when funded in whole or in part with CDBG or HOME funds, or if funded with non-CDBG/HOME when the activity is a prerequisite for some other CDBG/HOME funded activity. Displacement also includes involuntary movement of a business from a commercial property. In an effort to minimize displacement of households, the following steps will be taken:

1. With the exception of lead-based paint hazard reduction, owner occupied properties will not be rehabilitated if displacement is expected to occur. To safely reduce the hazards of lead-based paint, the occupants must vacate the impacted areas until a clearance test determines the area is safe. When the impacted areas include the sole means of entry or all entries to the dwelling, the kitchen or food preparation areas, or the sole bathroom or all bathrooms, or the entire dwelling area, the occupants must completely vacate the unit until a successful clearance test is received after the completion of the lead-based hazard reduction work.

Relocation is voluntary. The homeowner will sign a waiver form acknowledging that they are relocating voluntarily, and that the CDA is not responsible for any costs associated with the relocation, other than a stipend payment of \$500.00 that is payable to the homeowner when it is necessary to vacate the residence for a continuous time of 24 hours (or one full day and one full night) during the course of the lead-based paint hazard reduction work.

2. Businesses will not receive loans for rehabilitation or expansion if any residential displacement would occur as a result of the rehabilitation or expansion unless such activities are essential for economic development of a community.
3. If acquisition or demolition activities require displacement of a household, the acquiring entity will follow the procedures established in Part II (Displacement Action Policies).
4. Code enforcement activities and neighborhood groups will not receive CDBG or HOME funds, therefore eliminating the possibility of displacement through code enforcement or through the activities of a neighborhood group.

### PART II. DISPLACEMENT ACTION POLICIES

- A. Eligible households as defined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act) that are displaced as a result of CDBG or HOME funded activities will be eligible for moving and/or rental payments at levels as described in the Uniform Act.
  1. Persons displaced as a result of CDBG/HOME funded activities will be eligible for moving and/or rental payments at levels described in the Uniform Act.
  2. Referrals will be made to agencies that furnish financial counseling, health and social services, or other services that may be helpful to displaced persons.

3. Low- and moderate-income persons will be given a displacement priority for admission to Low Income Public Housing and Section 8 Housing Assistance Program in Dakota County.
  4. All affected persons will be informed of their rights under the policies and procedures set forth under the regulations in the Uniform Act, including their rights under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968.
  5. The projects will be planned and implemented in a manner so as to minimize hardship to the site occupants and involve the least possible degree of displacement in accordance with the needs of the program and the persons displaced.
  6. Efforts will be made to provide those persons to be displaced as a result of the activities of the project an opportunity to obtain comparable replacement housing that is:
    - within their financial means and meets their needs;
    - reasonably accessible to their places of employment, potential employment, transportation and other commercial and public facilities; and
    - available on a non-discriminatory basis
  7. Displaced businesses will be eligible for benefits as required by the Uniform Act.
- B. Persons displaced through any rental rehabilitation activities will be assisted in accordance with the Uniform Act or through a process including the following actions:
1. Permanent displacement of a low-income person or family will not occur as a result of CDBG or HOME funded activities unless:
    - a. A rental assistance voucher or certificate is available to the person or family that allows them to move to a comparable affordable unit; or
    - b. An acceptable comparable affordable unit is located for the person or family without the provision for rental assistance, and the person or family willingly moves to such a unit; and
    - c. The acquiring entity follows the regulations of the Uniform Act.
  2. If it is necessary to temporarily displace tenants in order to accomplish the rehabilitation, it is the responsibility of the owner of the rental unit to reimburse the tenants for their expenses or inconvenience associated with such temporary displacement, according to applicable state and federal laws.

## **Relocation, Displacement, and Replacement Housing Plan for the 2026 Dakota County CDBG Program**

In accordance with the requirements of 24 CFR 570.606 (c)(1)(iii), the following Plan has been prepared and shall be applicable to the activities listed herein funded through the Dakota County Community Development Block Grant Program (CDBG). This plan is public and is part of the Subrecipient Agreements between the Cities undertaking the activities and the Dakota County CDA governing administration of the CDBG Program.

The following activities involve vacant structures and/or voluntary transactions. If involuntary displacement occurs, the acquiring entity will follow provisions of the Uniform Act.

**1. Proposed CDBG Activities Which Involve Acquisition, Demolition, or Conversion**

There are no planned activities for Fiscal Year 2026 that involve acquisition, demolition, or conversion of structures.

**2. Location and Type of Housing Units Affected; Actions to be Taken**

Not applicable, see above. However, if an activity is created that results in the acquisition, demolition, or conversion of a structure, that property will be identified and the location published. It is anticipated that properties that may be acquired will be vacant or voluntarily acquired with no threat of condemnation or eminent domain by the City. If involuntary displacement does occur, the provisions of the Uniform Act will be followed.

**3. Schedule for Project Implementation**

Any activities that may occur under this project will generally occur between July 1, 2026 and June 30, 2027.

**4. Replacement Units**

Where units must be replaced in accordance with the regulations cited above, the cities will cooperate and coordinate with the Dakota County CDA and other groups/entities as appropriate, to provide replacement units that are created either on the sites cleared or at other locations within the participation area for the Dakota County CDBG Program. Please see attached list for replacement units already constructed or in planning stages.

**5. Ten Year Affordability Assurance**

The Family Housing units constructed, owned, and/or managed by Dakota County CDA are intended to be low- and moderate-income housing for the entire life of the units. Properties developed by private developers using tax credits must adhere to a fifteen (15) year period of affordability. If HOME funds assist with construction, units must remain affordable for twenty (20) years. Any unit used for the purpose of replacement housing will remain affordable for at least ten (10) years from the date of initial occupancy by the relocated household.

**DAKOTA COUNTY CDA REPLACEMENT UNITS  
AVAILABLE FOR THE 2026 ANTI-DISPLACEMENT PLAN**

**Note:** More details and updates can be found at [www.dakotacda.org](http://www.dakotacda.org).  
All developments have accessible units.

1. Parkside – 122<sup>nd</sup> Street W., Burnsville  
Twenty-two (22) units of low/moderate income rental housing for families opened for occupancy 1992. This development includes 1 two-bedroom accessible unit, 3 two-bedroom units, and 18 three-bedroom units. Dakota County CDA is the property manager.
2. Spruce Point – East of Hwy 52 off Chandler Lane, Inver Grove Heights  
Twenty-four (24) units of low/moderate income rental housing for families opened for occupancy 1995. This development includes 1 two-bedroom accessible unit, 4 two-bedroom units, and 19 three-bedroom units. Dakota County CDA is the property manager.
3. Oak Ridge – South of Diffley Road and east of Johnny Cake Ridge Road, Eagan  
Forty-two (42) units of low/moderate income rental housing for families opened for occupancy 1996. This development includes 2 two-bedroom accessible units, 18 two-bedroom units, and 22 three-bedroom units. Dakota County CDA is the property manager.
4. Pleasant Ridge – North Frontage Road, Hastings  
Thirty-one (31) units of low/moderate income rental housing for families opened for occupancy 1997. This development includes 2 two-bedroom accessible units, 14 two-bedroom units, and 15 three-bedroom units. Dakota County CDA is the property manager.
5. Glenbrook – Germaine Avenue, Apple Valley  
Thirty-nine (39) units of low/moderate income rental housing for families opened for occupancy in 1998. This complex contains 17 two-bedroom units and 22 three-bedroom units. Dakota County CDA is the property manager.
6. Cedar Valley – Dodd Road & Glacier Way, Lakeville  
Thirty (30) units of low/moderate income rental housing for families opened for occupancy in 1998. This complex contains 1 one-bedroom accessible unit, 14 two-bedroom units, and 15 three-bedroom units. Dakota County CDA is the property manager.
7. Chasewood – 155<sup>th</sup> Street W., Apple Valley  
Twenty-seven (27) units of low/moderate income rental housing for families opened for occupancy in 1999. This complex contains 14 two-bedroom units and 13 three-bedroom units. Dakota County CDA is the property manager.
8. Country Lane – Hamburg Avenue & 210<sup>th</sup> Street W., Lakeville  
Twenty-nine (29) units of low/moderate income rental housing for families opened for occupancy in 2001. This complex contains 15 two-bedroom units and 14 three-bedroom units. Dakota County CDA is the property manager.
9. Hillside Gables – Lexington Avenue & I-35E, Mendota Heights  
Twenty-four (24) units of low/moderate income rental housing for families opened for occupancy in 2001. This complex contains 1 one-bedroom accessible unit, 17 two-bedroom units, and 6 three-bedroom units. Dakota County CDA is the property manager.

10. Marketplace – South Frontage Road, Hastings  
Twenty-eight (28) units of low/moderate income rental housing for families opened for occupancy in 2002. This development includes 14 three-bedroom units, 13 two-bedroom units, and 1 one-bedroom accessible unit. Dakota County CDA is the property manager.
11. Heart of the City –Travelers Trail E. at 125<sup>th</sup> Street E. & 1<sup>st</sup> Avenue, Burnsville  
Thirty-four (34) units of low/moderate income rental housing for families opened for occupancy in 2003. This development includes 1 one-bedroom unit, 21 two-bedroom units, and 12 three-bedroom units. Dakota County CDA is the property manager.
12. Erin Place – Cedar Path, Eagan  
Thirty-four (34) units of low/moderate income rental housing for families opened for occupancy in 2004. This development includes 24 two-bedroom units and 10 three-bedroom units. Dakota County CDA is the property manager.
13. Cedar Villas – Villa Parkway, Eagan  
This development, owned by Shelter Corporation, was developed in conjunction with Erin Place with 104 units, including 60 two-bedroom units and 44 three-bedroom units. This development is a mix of both affordable and market rate units.
14. Prairie Crossing – Icefall Trail & Icefall Way, Lakeville  
Forty (40) units of low/moderate income rental housing for families opened for occupancy in 2005. This development includes 20 two-bedroom units and 20 three-bedroom units. Dakota County CDA is the property manager.
15. Lafayette – 50<sup>th</sup> Street E., Inver Grove Heights  
Thirty (30) units of low/moderate income rental housing for families opened for occupancy in 2006. This development includes 1 one-bedroom, 15 two-bedrooms, and 14 three-bedrooms. Dakota County CDA is the property manager.
16. West Village – South Frontage Road, Hastings  
Twenty-one (21) units of low/moderate income rental housing for families opened for occupancy in 2007. This development includes 11 two-bedroom units and 10 three-bedroom units. Dakota County CDA is the property manager.
17. Carbury Hills – Connemara Trail, Rosemount  
Thirty-two (32) units of low/moderate income rental housing for families opened for occupancy in 2008. This development includes 1 two-bedroom accessible unit, 23 two-bedroom units, and 8 three-bedroom units. Dakota County CDA is the property manager.
18. Twin Ponds – 223<sup>rd</sup> Street W., Farmington  
Fifty-one (51) units of low/moderate income rental housing for families opened for occupancy in 2009 and was completed in 2012. This development includes 2 two-bedroom accessible units, 35 two-bedroom units, and 14 three-bedroom units. Dakota County CDA is the property manager.
19. Meadowlark – Holiday Avenue & 210<sup>th</sup> Street W., Lakeville  
Forty (40) units of low/moderate income rental housing for families opened for occupancy in 2010. This development includes 6 one-bedroom units, 24 two-bedroom units, and 10 three-bedroom units. Dakota County CDA is the property manager.

20. Quarry View – Embry Path, Apple Valley  
Forty-five (45) units of low/moderate income rental housing for families opened for occupancy 2011. This development includes 1 one-bedroom accessible unit, 31 two-bedroom units, and 13 three-bedroom units. Dakota County CDA is the property manager.
21. Northwood – Northwood, Eagan  
Forty-seven (47) units of low/moderate income rental housing for families opened for occupancy in 2013. This development includes 2 one-bedroom accessible units, 22 two-bedroom units, and 10 three-bedroom units. Dakota County CDA is the property manager.
22. Inver Hills – College Trail & Bower Path, Inver Grove Heights  
Twenty-four (24) units of low/moderate income rental housing for families opened for occupancy January 2014. This development includes 1 two-bedroom accessible unit, 13 two-bedroom units, and 10 three-bedroom units. Dakota County CDA is the property manager.
23. Riverview Ridge – Sibley Memorial Highway, Eagan  
Twenty-seven (27) units of low/moderate income rental housing for families anticipated opened for occupancy in 2014. This development includes 2 two-bedroom accessible units, 15 two-bedroom units, and 10 three-bedroom units. Dakota County CDA is the property manager.
24. Lakeshore Townhomes - Jurdy Road & Shoreline Drive, Eagan  
Fifty (50) units of low/moderate income rental housing for families opened for occupancy in 2015. This development includes 1 one-bedroom accessible unit, 2 two-bedroom accessible units, 2 one-bedroom units, 21 two-bedroom units, and 24 three-bedroom units. Dakota County CDA is the property manager.
25. Keystone Crossing – Keystone Avenue & 207<sup>th</sup> Street W., Lakeville  
Thirty-six (36) units of low/moderate income rental housing for families opened for occupancy in 2017. This development includes 2 two-bedroom accessible units, 21 two-bedroom units, and 13 three-bedroom units. Dakota County CDA is the property manager.
26. Prestwick Place - Akron Avenue & 141<sup>st</sup> Street E., Rosemount  
Forty (40) units of low/moderate income rental housing for families opened for occupancy in 2019. This development includes 6 one-bedroom units, 2 two-bedroom accessible units, 19 two-bedroom units, and 13 three-bedroom units. Dakota County CDA is the property manager.
27. Gateway Place – Annapolis Street & South Robert Street, West St. Paul  
Fifty-four (54) units of low-income rental housing opened for occupancy in 2021. This development includes 21 studio units and 33 one-bedroom units. Dakota County CDA is the property manager.
28. Denmark Trail – Denmark Avenue & Denmark Trail, Farmington  
Forty (40) units of low/moderate income rental housing for families opened for occupancy in 2025. This development includes 8 one-bedroom units, 2 two-bedroom accessible units, 7 two-bedroom units, 19 three-bedroom units, and 4 four-bedroom units. Dakota County CDA is the property manager.

**CITIZEN PARTICIPATION PLAN  
DAKOTA COUNTY CONSORTIUM**

Anoka County/Dakota County/Suburban Ramsey County  
Washington County/ City of Woodbury

**1. Introduction**

The Citizen Participation Plan, hereafter referred to as CPP, is the framework that sets forth the policies and procedures the Dakota County Consortium will follow to provide for and encourage public participation in the development of the jurisdictions' Consolidated Plan, Annual Action Plans, and the Consolidated Annual Performance and Evaluation Report. The goal is to involve and partner with local citizens, neighborhoods, and areas impacted in the implementation of the housing and community development programs provided by the Consortium members. The CPP also applies to any substantial amendments to the Consolidated Plan, to the preparation of the Annual Action Plans, to the performance report which evaluates the progress in meeting the Consolidated Plan objectives.

The provisions of the CPP fulfill the statutory and regulatory requirements pursuant to 24 CFR parts 91 et al, the Dakota County Consortium is required to adopt as formula grantees of HUD entitlement fund programs. The Dakota County Consortium receives entitlement funds from the following three programs: Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG). These programs provide approximately \$4.5 million in federal grants for community economic development and housing priorities. The Dakota County Consortium may also apply for other federal funding to achieve its objectives. Dakota and Anoka counties receive ESG funds, and references in this document related to ESG uses pertain only to those two counties.

This is the overall Citizen Participation Plan for the Dakota County Consortium. Each member community must meet the minimum requirements set forth herein. However, members are free to add opportunities for citizen participation beyond those required here.

**2. Definitions**

The Dakota County Consortium, here on referred to as *the Consortium*, consists of Anoka County, Suburban Ramsey County, Washington County, and the City of Woodbury. Dakota County is the lead agency for the Consortium and has appointed the Dakota County Community Development Agency (CDA) as the lead entity responsible to oversee the administration of the Consortium and submit all consolidated planning documents to HUD.

Each Consortium member is considered a formula grantee for CDBG funds on their own; as an authorized formation for the purpose of receiving HOME funds; and Dakota and Anoka counties receive ESG funds. A fourth grant, which the Consortium is not a direct recipient of, Housing Opportunities for Persons with AIDS (HOPWA), is regionally covered by the City of Minneapolis which administers HOPWA funding for the metropolitan area.

A *federal formula grant* is awarded to a jurisdiction based upon a formula that considers factors such as the number of households in poverty, age of housing stock, population and economic growth, and in the case of HOPWA, the number of reported cases of people with AIDS in the metropolitan area. The U.S. Congress appropriates federal grants annually so each grant amount may vary from year to year.

Each grant fund is subject to specific regulatory requirements and has specific applications for which the funds can be spent.

- *The Community Development Block Grant (CDBG)* is a flexible program that is granted to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities
- *The HOME Investment Partnership (HOME)* provides formula grants to States and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.
- *The Emergency Solutions Grant (ESG)* recipients are state governments, large cities, and urban counties that provide assistance to individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.
- *Housing Opportunities for Persons with AIDS (HOPWA)* is provided to the eligible metropolitan statistical area and can be used for a variety of housing and services for people living with HIV and their families.

As recipients of these formula grant funds, the Consortium is required to produce the following documents:

- *The Consolidated Plan* is a five-year planning document that establishes a unified vision for community development, outlines coordinated strategies to address community needs related to housing and economic development, identifies proposed programs, and establishes goals and projected accomplishments over the five-year period.
- *Annual Action Plan* is the annual planning document that describes how the specific federal formula funds are going to be spent over the course of the upcoming program year and the projects that will be undertaken to accomplish the strategies and goals that were set forth in the five-year Consolidated Plan.
- *Consolidated Annual Performance and Evaluation Report (CAPER)* is the annual report that evaluates the uses of the formula grants, outlines the yearly expenditures, and assesses the jurisdictions' progress at implementing their Annual Action Plan as well as reaching the goals set in the five-year Consolidated Plan.
- *Substantial Amendment* is an amendment to any of the aforementioned documents by which a “substantial change” in priority need/objective or planned activity is to occur. A “substantial change” is defined further in the CPP.

The Consortium's fiscal/program year runs July 1 through June 30. The Consortium must submit its Consolidated Plan by May 15 in the year it is due, Annual Action Plans by May 15 each year, and CAPERs by September 28 each year.

The intent of the federal grants is to principally benefit low- and moderate-income persons or low- and moderate-income neighborhoods, as defined below:

- *Moderate-income* is a household whose income is 80% or less of the area median income (AMI).
- *Low-income* is a household whose income is below 50% AMI.
- *A low-and moderate-income neighborhood* is a geographic area where more than 51% of the households have incomes that are at or below 80% of AMI.

- *Area Median Income (AMI)* is the median income determined by HUD for a particular area. HUD sets the area median income each year by publishing a table that shows median income for households of different sizes. Find the area median income table at: <http://www.huduser.org/portal/datasets/il.html>

All members of the Consortium are a part of the Minneapolis-St. Paul-Bloomington MSA.

### 3. Encouraging Citizen Participation

Interested groups and individuals are encouraged to provide input into all aspects of the Consortium’s consolidated planning activities, from assessing needs and setting priorities through performance evaluations. The CPP outlines the Consortium’s responsibility for providing opportunities for active participation from citizens of all income levels to contribute information, ideas, and opinions about ways to improve our neighborhoods, promote housing affordability, and enhance the delivery of public services to local residents.

In developing its Consolidated Plan, Annual Action Plans, Substantial Amendments, and CAPER, the Consortium will take appropriate actions to encourage citizen participation by all residents of the Consortium-member communities, emphasizing the involvement of:

- Low-and moderate-income persons, particularly those living in areas where federal funds are proposed to be used;
- Residents of predominantly low-and moderate-income neighborhoods;
- Minorities;
- Persons with Limited English Proficiency;
- Persons with disabilities;
- Residents of public and assisted housing developments; and
- Local and regional institutions, the regional Continuum of Care (known as SMAC) and other organizations including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations.

Each member will decide how best to engage the citizens within their jurisdiction. Each member must afford its citizens the opportunity to comment on the development of the Consolidated Plan/Annual Action Plan and on performance reports (CAPER) by way of a public comment period and a public hearing. Additional methods for engaging the public *may* include community meetings, focus groups, surveys, and Public Housing Agency plans.

#### a. Public Hearings

Each member of the Consortium individually will typically conduct at least two public hearings a year to obtain citizens’ views and respond to comments and questions. An additional public hearing will be held during the year Consolidated Plan is being developed. The hearings will take place at different stages of the planning processes. At least one public hearing will be held to solicit comments on the development of the Consolidated Plan and/or Annual Action Plan, which includes the proposed uses of CDBG, HOME and ESG funds or fair housing issues. Another public hearing will occur during the development of the CAPER, which will be held prior to the submission to HUD. Information about the time, location and subject of each hearing will be provided to citizens through the adopted public notice procedures.

As the lead entity for the Consortium, the Dakota County Board of Commissioners will hold a public hearing prior to the submission of the Consolidated Plan and/or Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). Governing boards of other consortium members may also hold public hearings for their residents.

Every effort will be made to ensure that public hearings are inclusive. Hearings will be held at convenient times to accommodate work and school schedules and at locations where people most affected by proposed activities can attend. The Consortium will utilize public hearing facilities that are accessible to persons with mobility impairments, usually libraries, administration buildings, or city halls. The Consortium will also utilize virtual public meeting technology when necessary to comply with federal, state, or local emergency orders issued for public health, natural or other declared disasters, or for other reasons as may arise from time to time. Each Consortium member will provide detailed information to the public about the virtual public meeting technology that will be used and how the public can provide comments during the public meetings.

If notice is given at least seven (7) days before a hearing date, the Consortium will provide reasonable accommodations for limited English proficient persons and persons with visual and/or hearing impairments. Each Consortium member will follow their adopted LEP plans.

#### **b. Public Notices and Publication of the Proposed Consolidated Plan**

A public notice will be published in one or more newspapers of general circulation at least ten (10) days prior to the public hearing but not more than three (3) weeks. Whenever possible, the Consortium will utilize display ad notices in newspapers of general circulation. Due to the high cost of publishing in print media, a summary of the proposed Consolidated Plan and/or Annual Action Plan will be published. Consortium members will post either a full document or an executive summary on their website and any other websites deemed appropriate.

The information to be provided to the public on or before the public hearing will include:

1. The amount of assistance the local government expects to receive (including grant funds and program income).
2. The range of activities that may be undertaken.
3. The estimated amount of funding that will benefit persons of low-and moderate incomes.
4. The anti-displacement and relocation plan.

Either the full document or an executive summary of the Consolidated Plan, Annual Action Plans, and/or CAPER will be made available at the main office of each Consortium member and at various locations throughout the Consortium member's jurisdiction. Locations would include public libraries, government centers, and city halls.

Citizens and groups may obtain a reasonable number of free copies of the proposed Consolidated Plan by contacting the main office of the Consortium member(s). A list of contact information can be found on page 7 of the CPP.

#### **c. Public Comments**

Citizens and other interested parties may present oral comments at the time of a hearing and/or submit written comments. A public comment period of not less than thirty (30) days

will be afforded for the Consortium to receive comments from citizens on its proposed Consolidated Plan and/or Annual Action Plan and any substantial amendments to the plans.

The public comment period for the CAPER will be fifteen (15) days.

The Consortium will consider all comments or views of citizens received in writing or orally at public hearings and during the public comment period in preparing the final Consolidated Plan and/or Annual Action Plan or AFH. A summary of these comments or views, and a summary of any comments or views not accepted and any such reasons therefore not accepted, shall be included in the applicable Consolidated Plan and/or Annual Action Plan or CAPER.

Consortium members are required to respond to complaints. See section 7 of the CPP for further details on the process members will follow.

#### **d. Technical Assistance**

Groups or individuals interested in obtaining technical assistance to develop project proposals or apply for funding assistance through HUD formula grant programs covered by the Consolidated Plan may contact staff of the Consortium. The level and type of assistance provided is determined by the Consortium member. Receiving technical assistance does not guarantee award of funds.

#### **4. Displacement and Relocation**

Each Consortium member prepares an anti-displacement and relocation plan. Consortium members attempt to avoid displacement whenever possible, while realizing that in some situations it is unavoidable. In the event displacement occurs, Consortium members will follow their HUD approved Anti-displacement and Relocation Plans. These plans are available for review upon request.

#### **5. Amendments to the Consolidated Plan or Annual Action Plans**

The CPP requires the Consortium to identify the criteria it will use for determining what constitutes a substantial amendment to the Consolidated Plan and/or Annual Action Plans. The Consortium shall amend its approved plan whenever it makes one of the following decisions:

- An activity included in a consolidated plan or annual action plan is canceled;
- An activity not previously included in a consolidated plan or annual action plan is added;
- An activity's budget is increased or decreased by \$100,000.00 or more at one time;
- The location and/or national objective of an activity changes; or
- The allocation priorities within a Consortium member's jurisdiction change.

Notices announcing the requested substantial amendment and the start of a thirty (30) day public comment period will appear in one or more newspapers of general circulation. After the comment period, the requested change goes before the appropriate governing body for approval. Changes that occur that do not meet the above definition are considered administrative in nature and do not go through the substantial amendment process. These changes are made internally and appear in the CAPER at the end of the program year.

## **6. Access to Records**

The Consortium will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the Consolidated Plan and/or Annual Action Plans and the use of funds under the CDBG, HOME and ESG programs during the preceding five years.

A hard copy of the final adopted Consolidated Plan, Annual Action Plans, and CAPER will be available for public inspection during normal business hours of the Consortium members' main office. Electronic versions of the aforementioned documents are available at all times on the Consortium members' websites. Residents without computers and/or internet access may gain access to the documents at any public library location throughout the Consortium's jurisdictions.

If requested, the public will be provided a reasonable number of free copies of each aforementioned document within a reasonable period of time. If requested, the document will be provided in alternative formats within a reasonable period of time and mailed copies to those who are homebound.

## **7. Response to Written Citizen Complaints**

The Consortium will, to the best of its ability and to the extent possible, provide within 15 working days a written response to any complaint related to the Consolidated Plan, Annual Action Plans, Substantial Amendments, CAPER, or Citizen Participation Plan made in writing to the appropriate Consortium member. A list of contacts is available in section 10 of the CPP.

## **8. Amendments to the Citizen Participation Plan**

The Consortium will provide citizens with a reasonable opportunity, no less than 10 days, to comment on any substantial amendments to the Citizen Participation Plan.

## **9. Availability of the Citizen Participation Plan**

Copies of the Citizen Participation Plan may be obtained by contacting the appropriate Consortium member. Upon request, Consortium members will make the plan available in an alternative format of anyone requested a special accommodation.

## 10. Contact and Resource Information

If a resident of:	Contact	Address & Phone Number	Web Site
Anoka County	Community Development Manager	Anoka County Courthouse 2100 Third Avenue Suite W-250 Anoka, MN 55303 763-324-4613	<a href="http://www.anokacounty.us">www.anokacounty.us</a>
Dakota County	Community & Economic Development Representative	Dakota County CDA 1228 Town Centre Drive, Eagan, MN 55123 651-675-4400	<a href="http://www.dakotacda.org">www.dakotacda.org</a>
Ramsey County	Community & Economic Development Representative	250 Ramsey County Court House 15 W Kellogg Blvd St Paul, MN 55102 651-266-8000	<a href="http://www.ramseycounty.us">www.ramseycounty.us</a>
Washington County	Community Development Programs Manager	Washington County CDA 7645 Currell Boulevard Woodbury, MN 55125 651-458-0936	<a href="http://www.washingtoncountycda.org">www.washingtoncountycda.org</a>
City of Woodbury	Housing & Economic Development Coordinator	8301 Valley Creek Road Woodbury, MN 55125 651-414-3438	<a href="http://www.ci.woodbury.mn.us">www.ci.woodbury.mn.us</a>

The Dakota County Consortium Adopted a Citizen Participation Plan in May 1998. Since then, it has been revised as follows:

5/2000	5/2015	5/2023
6/2002	5/2016	6/2024
11/2004	7/2017	6/2025
5/2005	6/2018	5/2026
8/2009	5/2019	
6/2010	5/2020	
7/2012	5/2021	
5/2013	6/2022	



# Board of Commissioners

## Request for Board Action

Item Number: DC-5603

Agenda #: 10.2

Meeting Date: 5/19/2026

**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Ratify quarterly entitlement and special allocation funding requests to the U.S. Department of Housing and Urban Development (HUD).

### SUMMARY

The Dakota County Community Development Agency (CDA) administers three federal entitlement programs on behalf of Dakota County: The Community Development Block Grant (CDBG) program, the HOME Investment Partnerships (HOME) program, and the Emergency Solutions Grant (ESG) program. Funds for the three federal entitlement programs are provided through HUD through the Treasury Letter of Credit process. In 2021, the Dakota County HOME Consortium received a special allocation of HOME-American Rescue Plan Act (HOME-ARPA) funds. Per an annual subrecipient agreement between the CDA and Dakota County, the CDA must prepare a listing of all claims certified and paid for by the CDA for the CDBG, HOME, and ESG programs. The listing must be submitted to the Dakota County Board of Commissioners for ratification on a quarterly basis. The attachment shows the entitlement and special allocation expenses for January 1, 2026-March 31, 2026.

The CDBG entitlement expenses for January 1, 2026-March 31, 2026, totaled \$255,704.81. The HOME entitlement and special allocation expenses for the same period for all HOME Consortium members, including Dakota, suburban Ramsey, Washington, and Anoka counties and the City of Woodbury, totaled \$217,722.76. The ESG entitlement expenses for the same period totaled \$38,409.55. These funds were expended for previously approved projects from Fiscal Years 2021-2025.

### RECOMMENDATION

Community Development Agency and County staff recommend the ratification of the quarterly expenditures for the Dakota County CDBG, HOME, and ESG federal entitlement and special allocation programs (total of \$511,837.12) for the period of January 1, 2026-March 31, 2026.

### EXPLANATION OF FISCAL/FTE IMPACTS

These funds were expended for previously approved projects from Fiscal Years 2021-2025.

None       Current budget       Other

Amendment Requested

New FTE(s) requested

### RESOLUTION

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, 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.

### PREVIOUS BOARD ACTION

None.

### ATTACHMENTS

Attachment: CDBG, HOME, and ESG Expenses - January 1, 2026-March 31, 2026

### 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: Maggie Dykes

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG): JANUARY - MARCH 2026**

**2023**

Farmington Public Service - Seniors	\$	900.00	\$	<b>900.00</b>
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**2024**

Apple Valley Public Service - Seniors	\$	5,645.00		
Burnsville Residential Rehab		21,299.00		
Countywide General Administration		35,650.95		
Eagan Public Service - Youth		2,100.43		
Hastings Assessment Abatement		29.63		
Lakeville Planning		1,119.12		
Rosemount Residential Rehab		5,752.15		
South St. Paul Residential Rehab		25,769.23		
West St. Paul Residential Rehab		14,600.00		
			\$	<b>111,965.51</b>

**2025**

Countywide General Administration	\$	18,068.13		
Countywide Residential Rehab		39,799.98		
Eagan Public Service - Seniors		2,440.00		
Eagan Public Service - Youth		344.00		
Housing Counseling		25,246.71		
Lakeville Planning		7,094.93		
Lakeville Public Service - Seniors		4,064.75		
Lakeville Public Service - Transportation		8,750.00		
Lakeville Residential Rehab		27,510.00		
Rosemount Residential Rehab		9,520.80		
			\$	<b>142,839.30</b>

**\$ 255,704.81**

<b>Remaining CDBG Funds</b>	
FY 2023	\$ 118,997.54
FY 2024	\$ 622,491.53
FY 2025	\$ 1,615,874.93
Revolving Loan Funds	272619.04
	<b><u>\$ 2,629,983.04</u></b>

**HOME INVESTMENT PARTNERSHIPS (HOME): JANUARY - MARCH 2026**

Dakota County

2021	ARPA Grant Admin	8,977.96	
2024	Grant Administration	36,766.96	
			<b>\$45,744.92</b>

Ramsey County

2021	ARPA Supportive Services	47,286.01	
2024	Grant Administration	5,498.58	
2025	Grant Administration	37,285.16	
			<b>\$90,069.75</b>

Anoka County

2021	ARPA Grant Admin	13,249.95	
			<b>\$13,249.95</b>

Washington County

2021	ARPA Grant Admin	4,031.96	
2021	ARPA Supportive Services	63,339.90	
2024	Grant Administration	1,286.28	
			<b>\$68,658.14</b>

Woodbury

2025	Grant Administration	-	
			<b>\$0.00</b>

<b>GRAND TOTAL</b>	<b><u><u>\$217,722.76</u></u></b>
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**EMERGENCY SOLUTIONS GRANT (ESG): JANUARY - MARCH 2026**

2024 CDA Grant Administration	2,224.67	
2024 Rental Assistance	10,818.00	
2024 Service Assistance	4,936.77	
2025 Emergency Shelter Operation	20,430.11	
		<b>\$38,409.55</b>

<b>GRAND TOTAL</b>	<b><u><u>\$38,409.55</u></u></b>
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<b>CDBG Total</b>	\$255,704.81
<b>HOME and HOME-ARPA Total</b>	\$217,722.76
<b>ESG Total</b>	<u>\$38,409.55</u>
<b>GRAND TOTAL</b>	<b><u><u>\$511,837.12</u></u></b>



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5340

Agenda #: 10.3

Meeting Date: 5/19/2026

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**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the Dakota County Soil and Water Conservation District (SWCD) for Lawns Reimagined Compost Grant Program.

### SUMMARY

In Minnesota, metropolitan counties are responsible for waste management policy and programs to achieve state goals for waste management (Minn. Stat. § 115A.551). 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). The plan includes tactics to support use of compost in earthworks projects. Use of compost supports organics markets and has environmental benefits. Compost application provides moisture holding capacity for seeds during establishment and beyond and contains slow-release nutrients that prevents runoff.

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 food scraps and other organic materials that can be used for many different applications, including seedbed for fine fescue seeds. Dakota County receives Select Committee on Recycling and the Environment (SCORE) grant funds from the State of Minnesota to implement landfill abatement programs. The County is required to expend at least 50 percent of SCORE funds that exceed the State's fiscal year 2014 allocation on organics programming (Minn. Stat. § 115A.557). Dedicated organics programming SCORE grant funds can be used to cover the acquisition and delivery of compost to residents.

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. Converting to a fine fescue lawn reduces the amount of mowing, fertilizing, and watering that is needed in comparison to conventional turf.

The Environmental Resources Department and the Dakota County SWCD have expressed mutual interest in executing a JPA (Attachment: joint powers agreement) to cooperate and coordinate activities related to 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, for a contract maximum of \$15,000 (\$5,000 per calendar year) through December 31, 2028.

**RECOMMENDATION**

Staff recommends Dakota County execute a JPA with the Dakota County SWCD for activities related to delivery of compost to eligible Lawns Reimagined participants who elect to receive compost and meet Program criteria, for the period from execution to December 31, 2028.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The County’s obligation for the purchase and delivery of compost for eligible Program participants shall not exceed \$15,000 (or \$5,000 per calendar year). The Environmental Resources Department Operating Budget includes funds to provide compost, which is funded through dedicated organics programming State SCORE grant funds. Environmental Legacy Funds are used to meet the required 25 percent county match for State SCORE grant funds.

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

**RESOLUTION**

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.

**PREVIOUS BOARD ACTION**

25-456; 9/23/25

**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

**CONTACT**

Department Head: Nikki Stewart  
Author: Renee Burman

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND  
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT  
FOR THE LAWNS REIMAGINED COMPOST GRANT PROGRAM**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Environmental Resources (“County”) and the Dakota County Soil and Water Conservation District (“SWCD”). This Agreement uses the word “parties” for both the County and SWCD.

**WHEREAS**, the County and SWCD 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**, SWCD has created the Lawns Reimagined program (the “Program”), which provides education and training to Dakota County residents on the benefits of converting their lawns to a longer rooted drought tolerant fine fescue lawn with lower nutrient requirements.

**WHEREAS**, the conversion to a fine fescue lawn reduces the amount of mowing, fertilizing, and watering that is needed in comparison to conventional Kentucky bluegrass based turf grass and the Program is therefore consistent with the County’s Groundwater Plan.

**WHEREAS**, the County has established a food scraps drop off program and other organics diversion programs throughout Dakota County which encourage Dakota County residents, businesses, schools and other government organizations to recycle organic materials into compost that can be used for many different applications, including as an appropriate seedbed for fine fescue seeding. Compost provides dark surface area that aids in uniform seed application coverage by residents, it has moisture holding capacity for grass during establishment and beyond, and contains stable, slow-release nutrients that prevents runoff.

**WHEREAS**, the County has received SCORE grant funds from the State for recycling programs, food waste management and prevention, composting and compostable management, waste reduction and management of household hazardous wastes and other problem materials (“SCORE funds”); and

**WHEREAS**, Environmental Resources has confirmed with the State that SCORE funds may be used to cover the acquisition and delivery costs of compost to Dakota County residents participating in the Program.

**WHEREAS**, the County and SWCD desire to cooperate and coordinate activities related to delivery of compost to Dakota County residents participating in the Program who elect to receive the compost along with SWCD’s on-site plan review and follow-up visits as part of the Program.

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

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and SWCD for the sharing of resources in operating SWCD’s Lawn’s Reimagined Program, as more fully described herein.
2. Term. This Agreement shall be effective upon execution by both of the parties and shall continue in effect through December 31, 2028, unless earlier terminated by law or according to the provisions of this Agreement.
3. SWCD Obligations. SWCD shall operate the Program according to its own guidelines. As part of

the Program, SWCD will include the following tasks to assist the County in making compost available for those residents who wish to convert to a drought tolerant fine fescue lawn:

- Inform Dakota County residents who have successfully completed the Program that they may be eligible to obtain up to 5 cubic yards of compost from the County to use as a multi-beneficial seed bed for fine fescue establishment.
- Assist Environmental Resources in identifying Dakota County residents who have completed the Program and are interested in obtaining compost for their property.
- Perform on-site plan review and follow-up visits to the resident's property as part of the Program.
- Provide Environmental Resources with feedback regarding the impact, if any, that the compost had in assisting the establishment of a fine fescue lawn seed germination.

4. County Obligations. The County will establish a grant review program under which compost may be purchased and delivered to eligible residents who have met Program criteria. Pursuant to the County's program, up to 5 cubic yards of compost may be delivered or made available to eligible residents. The decision of whether to provide or make compost available to resident shall be in the County's sole discretion. The County will perform the following tasks as it relates to the Program:

- Identify the amount of SCORE grant funds received that will be made available to cover the cost of making compost available to eligible Dakota County residents.
- Determine whether to retain a contractor to deliver or make compost available to eligible residents or to provide reimbursement to eligible residents for obtaining compost in connection with the Program.
- Confirm with the SWCD that the eligible residents seeking the compost are enrolled in and meet Program criteria for compost.

Notwithstanding anything to the contrary in this Agreement, the County's maximum out-of-pocket obligation for the purchase and delivery of compost for Program participants shall not exceed \$5,000 per calendar year during the term of this Agreement.

5. 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.

6. 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 section 6 shall survive the expiration or termination of this Agreement.

7. 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.

8. Termination.

8.1 Termination for Convenience. Either party may terminate this Agreement for any reason, including a party's decision to no longer participate in the programs identified in this Agreement, by providing ten (10) calendar days' written notice of intent to terminate.

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 County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement.

9. General.

9.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

**To SWCD:**

Ashley Gallagher  
District Manager  
4100 220<sup>th</sup> St. W.  
Farmington, MN 55024  
ashley.gallagher@co.dakota.mn.us

**To the County:**

Georg T. Fischer, Assistant County Manager  
Physical Development Division  
14955 Galaxie Ave.  
Apple Valley, MN 55124  
georg.fischer@co.dakota.mn.us

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. At the time of execution of this Agreement, the following persons are the designated liaisons:

**SWCD Liaison**

Victoria Ranua, Watershed Coordinator  
4100 220<sup>th</sup> St W  
Farmington, MN 55024  
victoria.ranua@co.dakota.mn.us

**County Liaison**

John Exner, Environmental Specialist  
14955 Galaxie Ave.  
Apple Valley, MN 55124  
john.exner@co.dakota.mn.us

9.3 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. The parties may provide written notification to each other of any change to the designated Liaison or Authorized Representatives.

9.4 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.

9.5 Disbursement of Funds. All funds disbursed by the County or SWCD pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

9.6 Audit. 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.

9.7 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.

9.8 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.

9.9 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.

9.10 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

9.11 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.

9.12 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.

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

**DAKOTA COUNTY**

**DAKOTA COUNTY SOIL AND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Georg T. Fischer, Assistant County Manager  
Physical Development Division

By: \_\_\_\_\_  
Ashley Gallagher  
District Manager

Date of signature: \_\_\_\_\_

Date of signature: \_\_\_\_\_

Dakota County Board Res. No.  
Date:

Authorized by SWCD Board on March 12, 2026



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5235

Agenda #: 10.4

Meeting Date: 5/19/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize the execution of a second contract amendment with KLJ Engineering, LLC for preliminary and final design engineering for County Project (CP) 86-043 and CP 86-044.

### SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 86-43 and CP 86-44 to construct rural single-lane roundabouts. County State Aid Highway (CSAH) 86 (280th Street W) is an undivided two-lane rural roadway designated as a Tier 2 truck route, providing a regional connection between Trunk Highway (TH) 52 and Interstate 35 in Scott County.

County Projects 86-43 and 86-44 will reconstruct the two two-way stop-controlled intersections along CSAH 86 at TH 3 and TH 56 to rural single-lane roundabouts within Castle Rock, Waterford, Randolph, and Hampton Townships. Construction is scheduled for 2026.

The intersections are listed as priority locations in the adopted Dakota County 2040 Transportation Plan. In 2022, staff applied for and received Highway Safety Improvement Program (HSIP) federal dollars for reconstruction.

By Resolution No. 24-024 (January 2, 2024), the Board authorized a design services contract (DCA21201) with KLJ Engineering, LLC for preliminary and final design (\$541,313.30).

By Resolution No. 25-380 (August 12, 2025), the Board authorized the first amendment to the contract for additional design services (\$232,221), bringing the total to \$773,534.30 (DCA21201.1).

The project scope has continued to evolve, requiring additional professional design services not included in the original or first amendment scope. Staff requested KLJ Engineering, LLC provide a quote for these out-of-scope tasks, which are required to complete the project for utilization of federal funding. The proposed second amendment includes:

- **Agency coordination and submittals:** Minnesota Department of Transportation (MnDOT) design revisions, coordination, funding calculations, and multiple design submittals due to

- MnDOT’s requirements (\$36,940).
- **Field survey data:** Survey datum revisions (\$19,896).
- **Roadway engineering and project management:** Additional traffic control plan sheets, utility coordination for potential relocation of Xcel Energy infrastructure, streetlight design, and coordination to help facilitate the power company territory swap between Xcel Energy and Dakota Electric (\$53,112).
- **Construction administration assistance:** Considering the design complexities and in preparation to mitigate delays to resolve construction issues, the County is allocating additional hours to the consultant budget to ensure their staff’s availability during the construction phase as needed (\$26,256).
- **Environmental Construction Monitoring:** Environmental site assessment identified the need to retain construction monitoring consultant services to oversee, field screen, and perform the necessary soil sampling during project activities within the areas of known or suspected contamination to verify that all impacted media is property managed during construction (\$22,638.40).

With this amendment request, the consultant updated its hourly billing rates for 2026 based on internal labor cost adjustments consistent with broader trends in the consulting industry. Because the contract compensates work on an hourly rate basis and this amendment adds out-of-scope services, the updated rates apply only to the additional work included in this amendment. The rate updates do not modify previously authorized amounts or change the approved scope of work.

The original contract amount with the first amendment is \$773,534.30. The second amendment will add \$158,842.40 to the contract. The new total contract value will be \$932,376.70 for both projects. The added value will be equally split between the two projects, CP 86-043 and CP 86-044, as below.

CP 86-043: \$79,421.20  
 CP 86-044: \$79,421.20

The 2026 Transportation Capital Improvement Program (CIP) approved budget has sufficient funds for this amendment.

**RECOMMENDATION**

Staff recommends authorizing the second contract amendment with KLJ Engineering, LLC for additional design services.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The Transportation Capital Improvement Program includes \$3,979,821 for CP 86-043 and \$7,168,139 for CP 86-044. There are sufficient funds available for the contract amendment.

**CP 86-043 Roundabout at TH 56**

Funding Source	Total Approved Budget	Total Available Budget
CSAH (County State Aid Highway)	\$1,061,181	\$820,531
State Funding	\$350,000	\$109,351
Federal Funding	\$2,568,640	\$2,568,640

<b>Total</b>	<b>\$3,979,821</b>	<b>\$3,498,522</b>
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**CP 86-044 Roundabout at TH 3**

<b>Funding Source</b>	<b>Total Approved Budget</b>	<b>Total Available Budget</b>
Transportation Fund Balance	\$10,798	\$0
CSAH (County State Aid Highway)	\$2,463,901	\$2,182,787
State Funding	\$1,687,000	\$2,884,264
Federal Funding	\$3,006,440	\$1,395,088
<b>Total</b>	<b>\$7,168,139</b>	<b>\$6,462,139</b>

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

**RESOLUTION**

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.

**PREVIOUS BOARD ACTION**

- 24-024; 1/2/24
- 24-304; 6/4/24

25-380; 8/12/25

**ATTACHMENTS**

Attachment: Location Map

Attachment: KLJ Engineering, LLC quote for Amendment No. 2

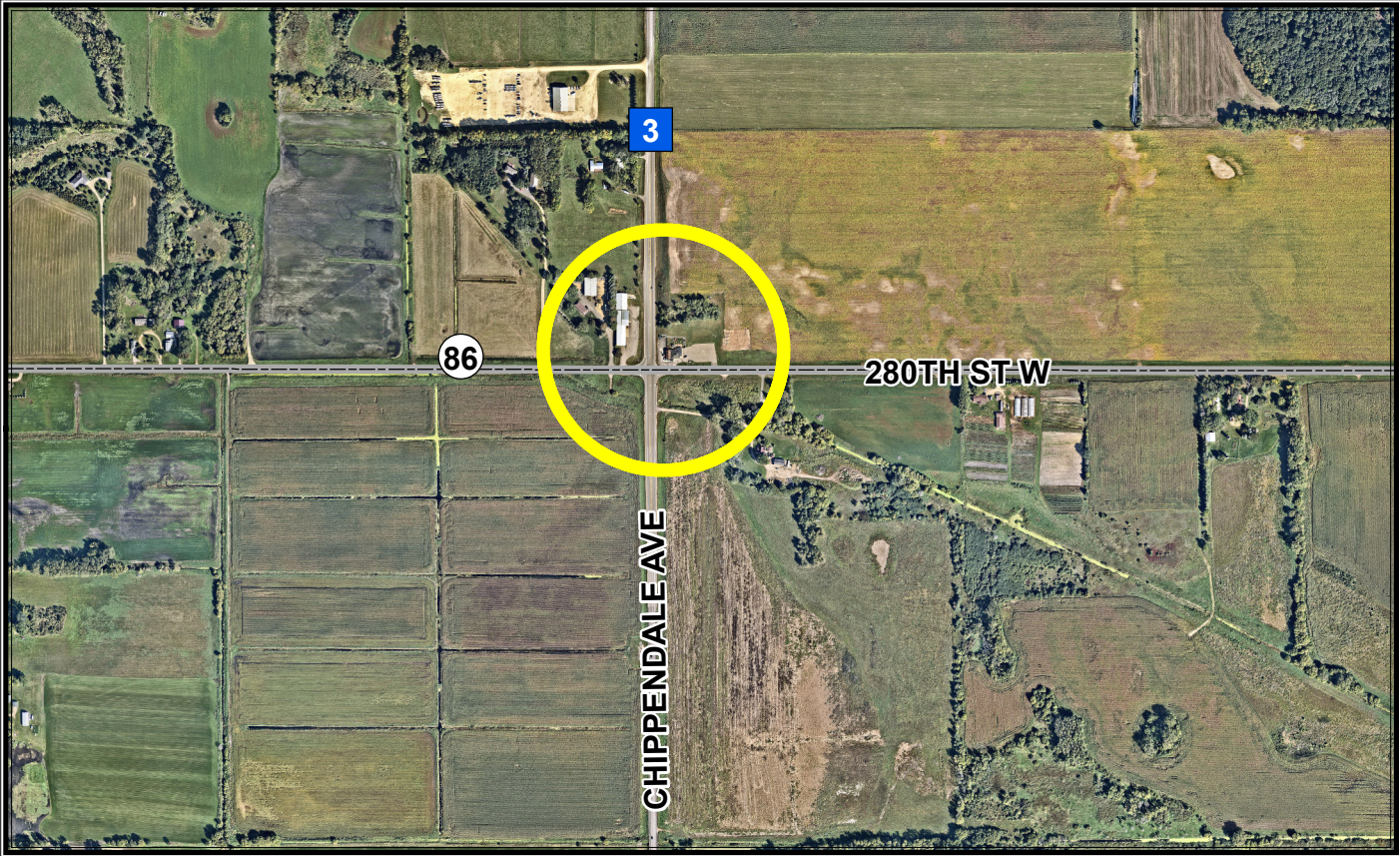
**BOARD GOALS**

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

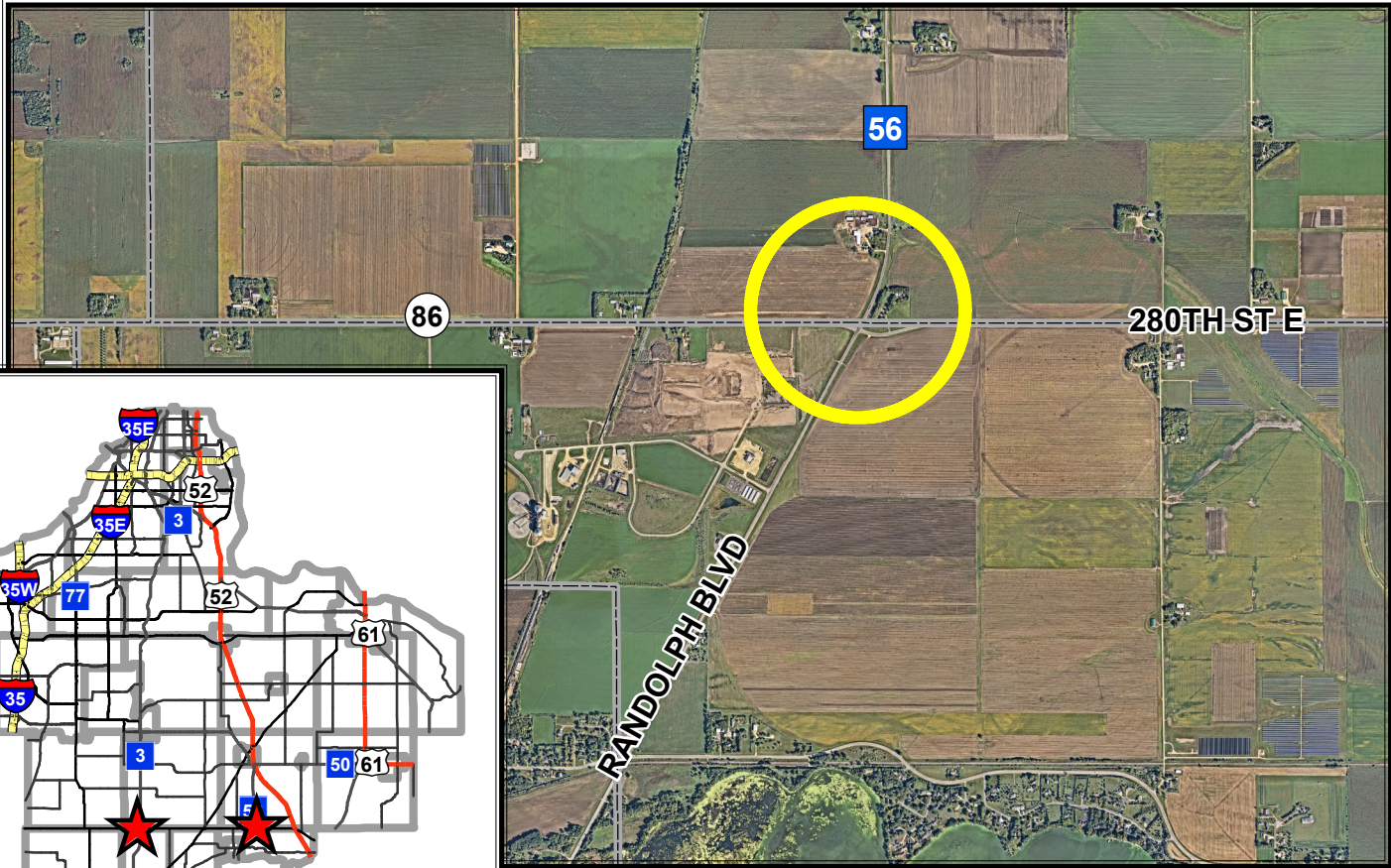
**CONTACT**

Department Head: Erin Laberee

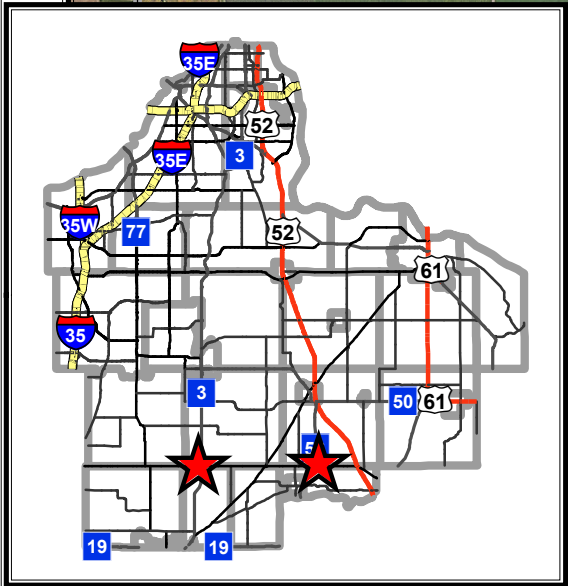
Author: Saeed Kanwar



County Project 86-44



County Project 86-43



Prepared by Dakota County Physical Development Division

April 29, 2026

Saeed Kanwar  
Senior Project Manager  
Dakota County  
14955 Galaxie Avenue  
Apple Valley MN, 55124

Re: SP 1920-53, 1911-30, CP86-43/44; CSAH 86 Roundabouts – Supplemental Agreement #2 to Professional Services Contract #DCA21201 / #C0035533.3

Dear Mr. Kanwar:

KLJ Engineering respectfully requests the review and approval of this Supplemental Agreement #2 for Professional Services (agreement) for the above-mentioned project. The agreement is needed to address additional project scope items not included in our current professional services contract #DCA21201 / #C0035533.3.

KLJ has completed the project through the bid opening on April 28, 2026.

The added coordination with MnDOT and Dakota County, extensive design revisions to meet the needs of MnDOT, Dakota County, and the private property owners, plus incorporation of engineering elements outside of the original scope of services and amendment #1 scope work has added a significant number of hours to KLJ's original effort. Additionally, Dakota County directed KLJ to deliver the project set in a new survey datum after the 60% submittal, which required extensive rework of the plans. This amendment will assist with compensation for out-of-scope work items performed through project submittal to MnDOT Central Office.

This extensive coordination and plan revisions did provide a benefit to the project of reduced risk for the contractor, allowing the apparent low bid to come in at 22.84% below the engineers estimate.

With the contract amendment #2, KLJ is requesting reimbursement for the following out-of-scope of services which were performed and additional services requested for construction administration. These scope items correlate to the original contract.

#### **Task 1: Project Management**

- Billing rates have been adjusted from 2023 rates to 2026 rates. The project was originally scoped to substantially complete (95% submittal) in March 2025. Due to significant delays outside of KLJ's control, this contract has extended with final plans being completed in March 2026 and a bid opening in April 2026.
- Project Administration and coordination between KLJ and Dakota County staff has continued to take place with the project timeline adjustments.

#### **Task 2: Agency Coordination**

- Continued coordination with the LAC for layout approval, after GDSU had approved the layouts. This resulted in significant updates to the layout due to plan development and progress and required additional plan revisions due to changing standards. The LAC approved the layouts after 90% submittal.

- Funding Split conversations/exhibits/follow up with State Aid and Federal Aid required additional meetings and coordination.
- MnDOT Central Office coordination for bidding approval required additional meetings beyond a typical plan review process, with the projects becoming tied in the MnDOT system. This tying of projects required rework and modifications of the specifications as well for bidding.
- MnDOT Federal Aid coordination required additional effort beyond a typical local agency led project, due to the late tying of projects in their system. Additionally, Federal Aid staff had a turnover in December 2025 requiring extensive rework and bringing staff up to speed on the project.
- PMT Meetings continued to take place through the bid opening, adding additional time KLJ had not scoped.

#### **Task 4: Survey Data**

- Adjust survey datum based on Dakota County comment after 60% submittal. This required extensive rework on KLJ's part, as it resulted in rebuilding both project corridor models and project plan files. The contract did not state a survey datum to use, and Sambatek got the datum used from the DC Public Land Survey Control Map which shows this area of the County section corner control information in NAD-83 (86 adjustment). Dakota County design staff required the adjustment to NAD-86 (96 adjustment).

#### **Task 9: Roadway Engineering**

- Streetlight design and coordination for ownership with Xcel Energy / Dakota Electric. KLJ had designed street lighting for a project constructed lighting system but had to adjust for the utility companies to install lighting.
- Traffic control rework after 95% plan submittal, due to a change in required deliverables from Dakota County traffic group.
- MnDOT had grading concerns late in the project delivery with the roundabout profiles at TH 3, to reduce the potential for any drainage entering the circulatory roadway. This required modeling updates and profile revisions.

#### **Task 17: Construction Administration**

- Dakota County staff have expressed the need for KLJ's assistance with construction administration, including bid opening, pre-construction meeting, and key site visits during construction. The hours on this task allow KLJ to provide support to Dakota County during the construction process, as needed.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

### Task 18: Environmental Construction Monitoring

- KLJ performed a Limited Phase II Environmental Site Assessment which identified the need for environmental construction monitoring during all subsurface excavation activities within areas of known or suspected contamination to verify that impacted media is properly managed during project reconstruction activities.
- KLJ will perform environmental construction monitoring that will consist of onsite documentation of work site activities in potential contaminated areas, field screening of soils for indications of contamination using a photoionization detector (PID) and collecting soil and/or groundwater samples for laboratory analysis if newly identified impacts are encountered.

### Task EXP: Expenses

- With the 2026 rate adjustment, KLJ has split project expenditures out from hourly billing rates. This line item encompasses expenses anticipated during the construction administration and environmental construction monitoring tasks

Please refer to the attached project fee spreadsheet for requested contract amendment details. The total fee for the proposed amendment is **\$158,842.40**, with the following split between CP 86-043 and CP 86-044 for out-of-scope tasks:

-CP 86-043: \$79,421.20 (50%)

-CP 86-044: \$79,421.20 (50%)

Original contract = \$541,313.30

Amendment #1 = \$232,221.00

Requested Amendment #2 = \$158,842.40

Combined Total = **\$932,376.70**

Sincerely,



Ryan Sundberg, PE  
KLJ Project Manager

Enclosure(s): Amendment 2 Fee

KLJ Project #: 2303-01747

KLJ Project Name:	<b>Dakota County CSAH 86 Amendment 2</b>
KLJ Project Number:	2303-01747

# Project Budget



Task Code	Description	PM		Roadway			Environmental					Project Controls	DIRECT LABOR Subtotal	Subconsultant Bill	KLJ's % Markup Subconsultant's Name	Subconsultant Fee	DIRECT EXPENSE	Bal to: Lump Sum or Agreed Fee	TASK TOTAL
		Senior Project Manager	Senior Engineer	Engineer	Engineer	Engineer in Training II	Senior Project Manager	Environmental Specialist IV	Environmental Specialist III	Environmental Specialist II	GIS Specialist IV	Project Controls Specialist II							
		Nixon, Tom	Sundberg, Ryan R	Clark, Joshua	Hoverson, Cari J	Goodman, Michael	Dylla, Jackie	Rangitsch, Dan	Klaustermeier, Aaron	Smart, Anna	Price, Jeff D	Quibell, Cindy A							
<b>1</b>	<b>Project Management</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	Administration (14 months, 8/25 - 10/26)	8	28									14	\$ 10,616.00			\$ -			\$ 10,616.00
	Coordination w/County & KLJ		48	16									\$ 14,272.00			\$ -			\$ 14,272.00
		8	76	16								14	\$ 24,888.00	\$ -		\$ -	\$ -	\$ -	\$ 24,888.00
<b>2</b>	<b>Agency Involvement</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	PMT Meetings (Aug 25 - April 26)	4	9		4								\$ 3,996.00			\$ -			\$ 3,996.00
	LAC Coordination		40	8	16								\$ 13,856.00			\$ -			\$ 13,856.00
	MnDOT Coordination		24	16	8								\$ 10,080.00			\$ -			\$ 10,080.00
	Federal Aid Coordination	4	24	12									\$ 9,008.00			\$ -			\$ 9,008.00
		8	97	36	28								\$ 36,940.00	\$ -		\$ -	\$ -	\$ -	\$ 36,940.00
<b>4</b>	<b>Survey Data</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	Survey Datum Adjustment (86 to 96)		24	36	12	40							\$ 19,896.00			\$ -			\$ 19,896.00
			24	36	12	40							\$ 19,896.00	\$ -		\$ -	\$ -	\$ -	\$ 19,896.00
<b>9</b>	<b>Roadway Engineering</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	Streetlight Design		2	16		16							\$ 5,576.00			\$ -			\$ 5,576.00
	Traffic Control Rework		8	16		80							\$ 15,632.00			\$ -			\$ 15,632.00
	Grading Redesign for MnDOT profile preference on TH 3		16			24							\$ 7,016.00			\$ -			\$ 7,016.00
			26	32		120							\$ 28,224.00	\$ -		\$ -	\$ -	\$ -	\$ 28,224.00
<b>17</b>	<b>Construction Administration</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	Post Bid Opening Support		12		4								\$ 3,568.00			\$ -			\$ 3,568.00
	Construction Administration / Pre-Con Meeting		40	24	48								\$ 22,688.00			\$ -			\$ 22,688.00
			52	24	52								\$ 26,256.00	\$ -		\$ -	\$ -	\$ -	\$ 26,256.00
<b>18</b>	<b>Environmental Construction Monitoring</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	Environmental Monitoring Management					2	8						\$ 2,096.00			\$ -			\$ 2,096.00
	Meetings (up to 4 weekly construction meetings and 1 DC/MnDOT meeting)						8	1					\$ 1,699.00			\$ -			\$ 1,699.00
	Disposal documentation (soil and/or groundwater) and permit review						4	2					\$ 1,106.00			\$ -			\$ 1,106.00
	Field Maps (AGOL Creation)						1	1			4		\$ 986.00			\$ -			\$ 986.00
	Create HASP									2			\$ 270.00			\$ -			\$ 270.00
	Onsite field work (30 hours/3 12-hour days) with travel and lab drop offs						4	12	24				\$ 6,056.00			\$ -			\$ 6,056.00
	Construction Monitoring Letter Report					1	8	16	8		8		\$ 6,876.00			\$ -			\$ 6,876.00
	Construction Monitoring Letter Report Comments MnDOT/Dakota County						3				2		\$ 885.00			\$ -			\$ 885.00
						3	36	32	34	14			\$ 19,974.00	\$ -		\$ -	\$ -	\$ -	\$ 19,974.00
<b>EXP</b>	<b>Vendors, Expenses</b>	\$ 284.00	\$ 236.00	\$ 184.00	\$ 184.00	\$ 135.00	\$ 284.00	\$ 191.00	\$ 171.00	\$ 135.00	\$ 156.00	\$ 124.00							
	Field Equipment (PID - 3 days)												\$ -			\$ -	\$ 450.00		\$ 450.00
	Laboratory subcontractor (soil and groundwater)							1					\$ 191.00	\$ 1,223.40		\$ 1,223.40		\$ 1,414.40	
	Field Equipment (GPS/iPad - 3 days)												\$ -			\$ -	\$ 300.00	\$ 300.00	
	Mileage (3 site visits) 240 miles @\$1.04												\$ -			\$ -	\$ 250.00	\$ 250.00	
	Mileage (5 site visits) 400 miles @0.73												\$ -			\$ -	\$ 250.00	\$ 250.00	
							1						\$ 191.00	\$ 1,223.40		\$ -	\$ 1,250.00	\$ -	\$ 2,664.40
		16	275	144	92	160	3	37	32	34	14	14	821			\$ -	\$ 1,250.00	\$ -	\$ 158,842.40
													\$ 156,369.00			\$ -	\$ 1,250.00	\$ -	\$ 158,842.40



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5505

Agenda #: 10.5

Meeting Date: 5/19/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**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**

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Stonebrooke Engineering, Inc., for Americans with Disabilities Act-Compliant Pedestrian Ramp Design Services for 2027 Preservation of Paved Highway Surfaces Projects (Attachment: Project Location Map).

### SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with the 2027 Preservation of Paved Highway Surface Projects. The 2027 preservation work includes pavement mill and overlay of County roadways, replacement of pedestrian curb ramps at intersections to meet the requirements of the Americans with Disabilities Act (ADA), application of pavement markings, and necessary repairs to the roadways and city utilities.

According to the Dakota County Americans with Disabilities Act Transition Plan (December 2024), "The County incorporates the most current ADA guidance to the maximum extent feasible, in accordance with applicable rules and regulations for maintenance projects." The highway preservation package is considered both maintenance and an alteration to the roadway, which provides a good opportunity to address any deficiencies of the pedestrian ramps. Improved safety for pedestrians and bicyclists is a 2026 Board priority.

It is estimated that 190 pedestrian ramps are adjacent to the projects currently included in the 2027 Preservation of Paved Highway Surface Project package. Each of these ramps must be evaluated for compliance with the technical requirements of the ADA in regard to pedestrian facilities.

Due to this high number of ramps that need evaluation under the 2027 package, the Dakota County Transportation's Design Group needs consultant assistance to complete the work and keep within the project schedule. The consultant will be tasked with field inspection and evaluation of the pedestrian ramps, as well as design and plans production for non-compliant ramps. The plans developed by the consultant will be included with the rest of the plans of the preservation package (developed by County staff).

Dakota County issued a request for proposals for the design services of ADA-compliant pedestrian ramps on March 20, 2026, to four consultants. Three proposals were received on April 15, 2026, and

were evaluated by County staff representing a range of engineering design and project management experience. The Stonebrooke Engineering, Inc. team was selected as the preferred professional engineering consultant based on the following criteria: project understanding, project approach, team expertise, quality control, and performance on similar projects. The consultants submitted cost proposals (not including non-salary project expenses) as follows:

<u>Consultant</u>	<u>Engineering Cost</u>	<u>Cost/Hour</u>
Stonebrooke Engineering, Inc.	\$168,810	\$130
Isthmus Engineering, Inc.	\$206,304	\$172
WSB and Associates, Inc.	\$155,199	\$179

The proposals were evaluated to determine whether the work plan, hours, and rate structure were sufficient and reasonable to successfully complete the final design and related work. The proposal from Stonebrooke Engineering, Inc. provided the most responsive and complete work plan, including the hours needed to successfully complete work. More documentation of the proposal process, review team, evaluation criteria and results, and cost evaluation is included (Attachment: Consultant Evaluation Summary).

The anticipated start date of the executed contract is May 20, 2026, with an end date of December 31, 2027.

**RECOMMENDATION**

County staff recommends execution of a contract with Stonebrooke Engineering, Inc. for professional design services for 2027 Preservation of Paved Highway Surfaces Projects for actual costs not to exceed \$169,090.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The Transportation Capital Improvement Program Budget includes \$1,430,000 for Preservation of Pedestrian and Bicycle Facilities, Project 2000217. Sufficient funds are available for this contract. The cost share for the project is 100 percent County.

**2000217 Pedestrian and Bicycle Facilities**

<b>Funding Source</b>	<b>Total Approved Budget</b>	<b>Total Available Budget</b>
Transportation Advancement Account	\$450,000	\$450,000
Wheelage Tax	\$367,125	\$367,125
Transportation Fund Balance	\$612,875	\$612,875
<b>Total</b>	<b>\$1,430,000</b>	<b>\$1,430,000</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 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 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.

#### **PREVIOUS BOARD ACTION**

None.

#### **ATTACHMENTS**

Attachment: Project Location Map

Attachment: Consultant 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**

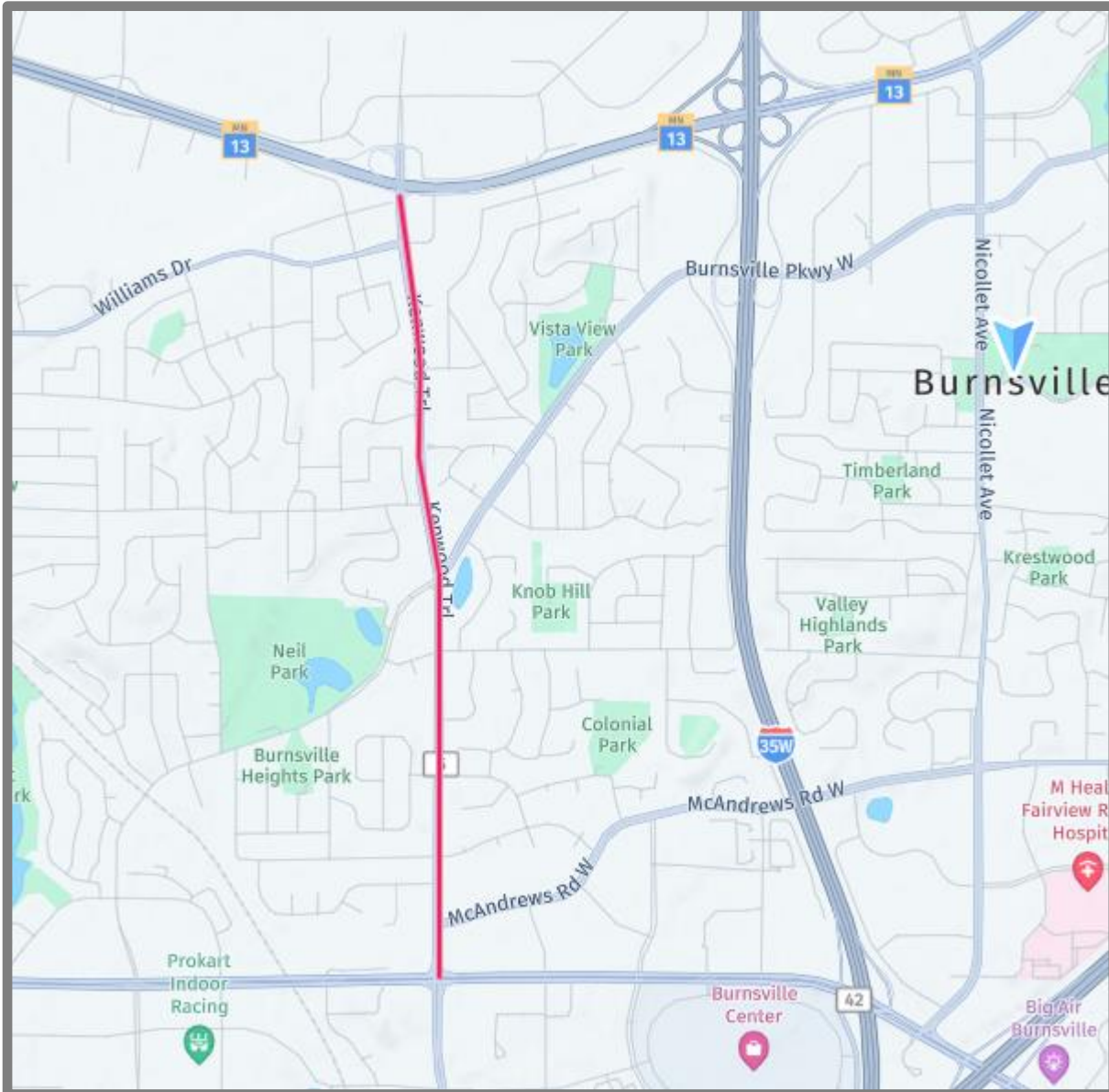
Department Head: Erin Laberee

Author: Kevin Krech

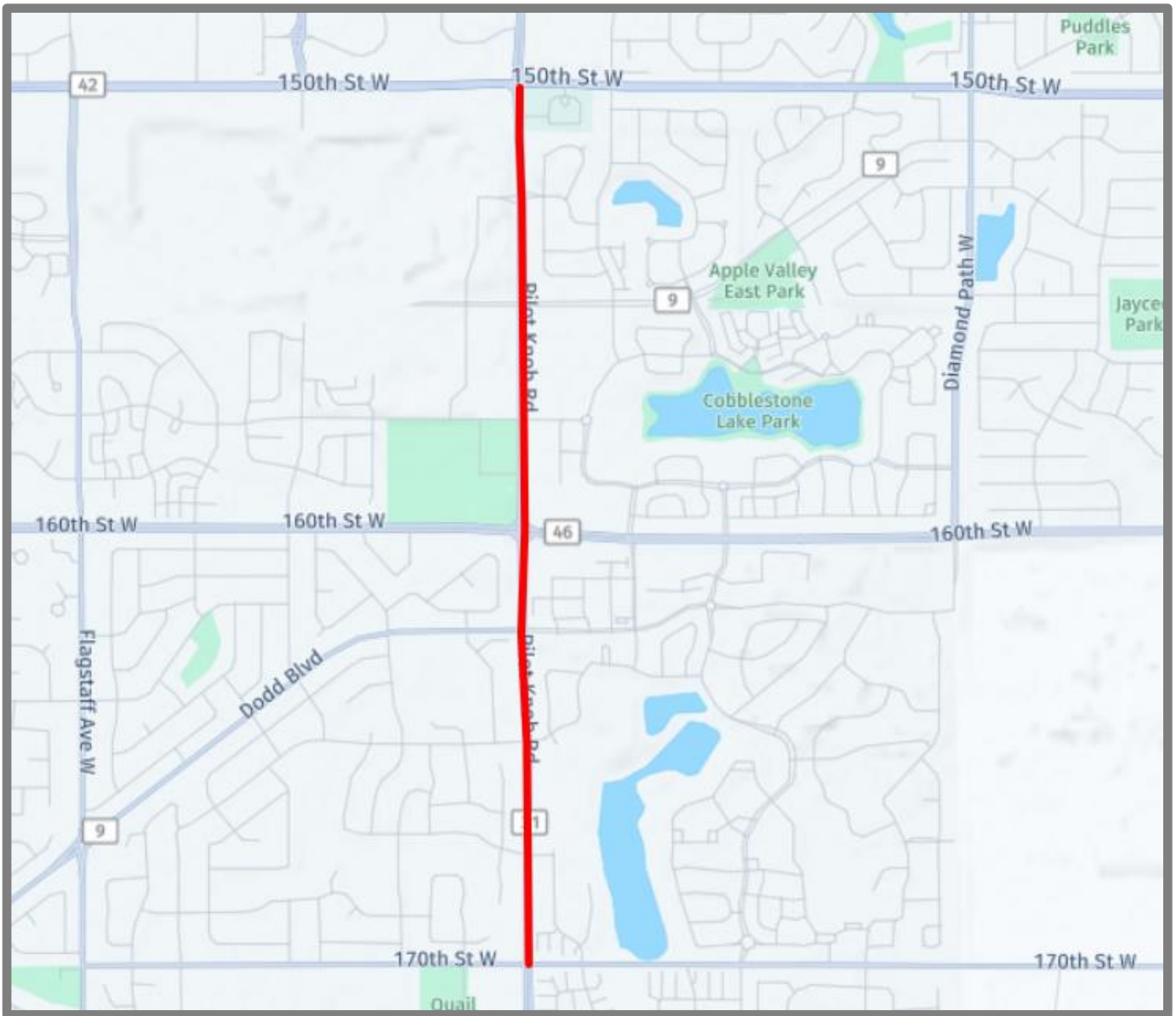
The pavement preservation projects listed below have pedestrian facilities that require review for ADA compliance.

Project No.*	County Road	Limits	Cities	Preservation
05-000	CSAH 5	CSAH 42 to TH 13	Burnsville	Mill and Overlay
31-000	CSAH 31	170th Street to CSAH 42	Apple Valley, Lakeville	Mill and Overlay
38-000	CSAH 38	Aldrich Ave to CSAH 11	Burnsville, Apple Valley	Mill and Overlay
73-000	CSAH 73	CSAH 71 to CSAH 28	Inver Grove Heights	Mill and Overlay

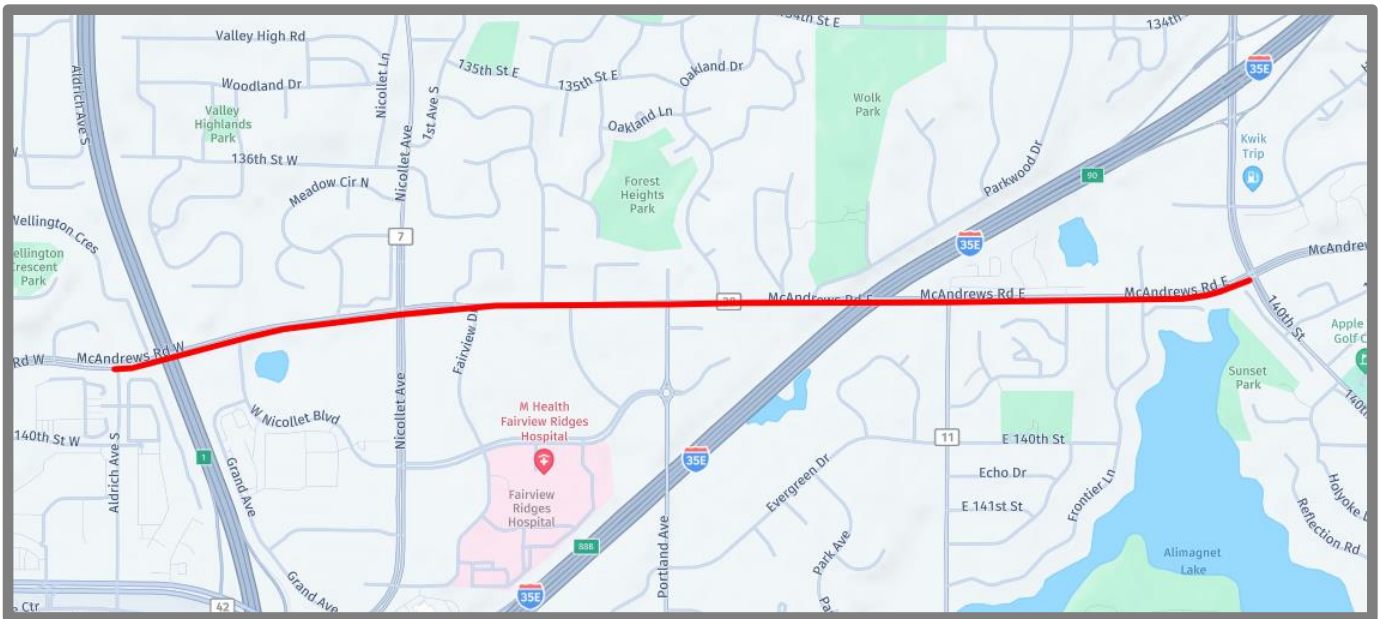
\*Official project numbers have not yet been assigned. Once assigned, the numbers will be provided to the consultant for inclusion in the plans.



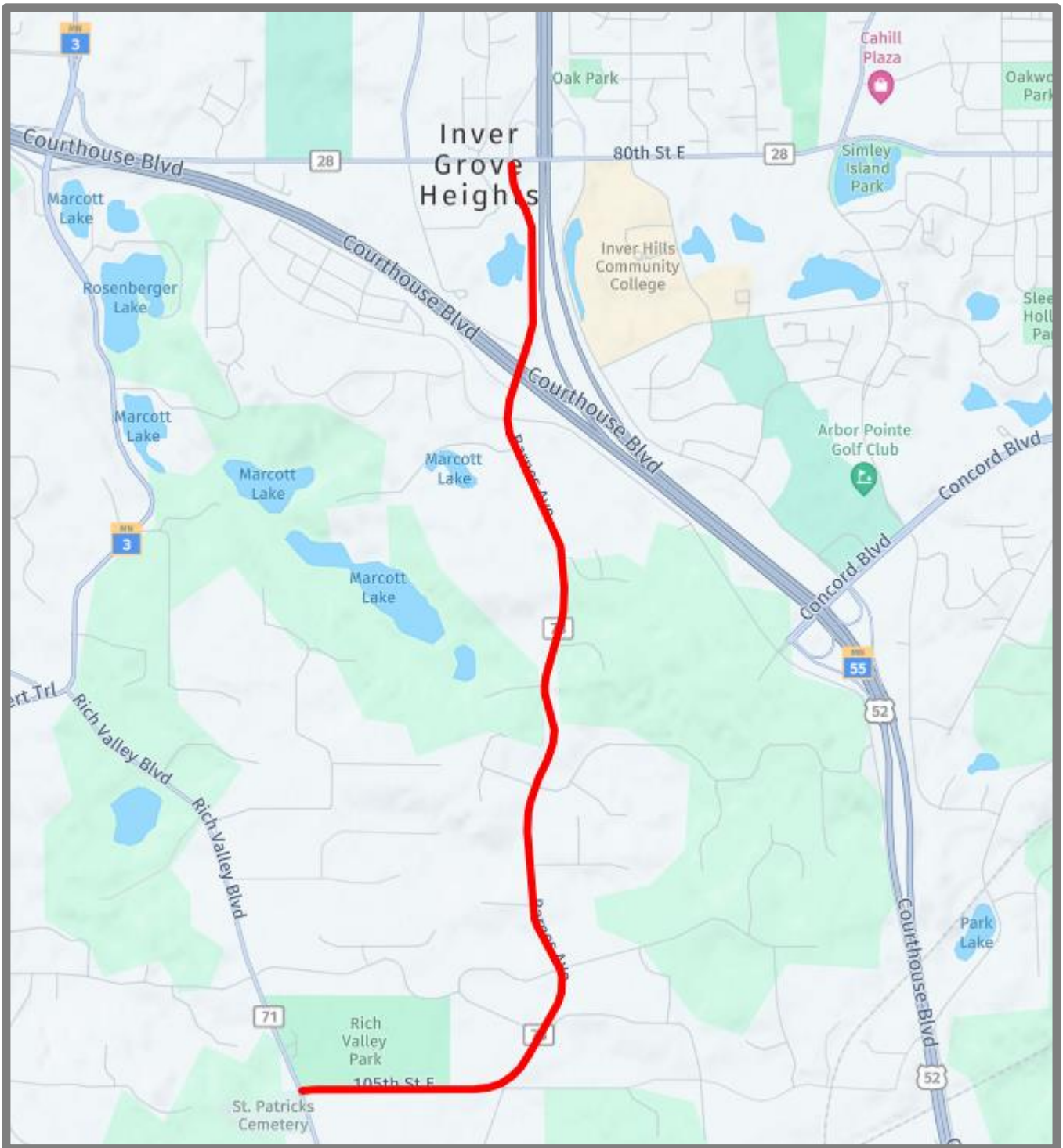
**CP 05-000**



**CP 31-000**



**CP 38-000**



CP 73-000

## **Consultant Evaluation Summary For Design of ADA Compliant Pedestrian Facilities for 2027 Preservation of Paved Highway Surface Project**

### **Consultant Services Description:**

The 2027 Preservation of Paved Highway Surface Project is the annual package of individual projects that address the maintenance and resurfacing of Dakota County Roadways. In compliance with the Americans with Disabilities Act (ADA), the Dakota County 2040 Transportation Plan (adopted July, 2021), and the Dakota County ADA Transition Plan (adopted December, 2024), pedestrian facilities adjacent to any improvement projects in the public right-of-way.

There are currently eight (8) individual projects in the overall package. At least four projects contain pedestrian ramps with an overall total of approximately 200 pedestrian ramps. The County Transportation Design group has been including more design details in the construction plans for ADA compliant ramps to help eliminate issues in the field during construction. The increased level of detail causes a significant increase in the time needed to produce the plans. It is intended the plans for construction will be advertised for bid on February 16, 2027.

Due to the high number of pedestrian ramps that need evaluation and design for 2027 construction, it was decided to hire a consultant to add capacity to the design team to aid in the preparation of construction plans before the advertising date.

### **Scope of Consultant Services:**

The scope of work for 2027 Preservation of Paved Highway Surface Project (hereafter referred to as “the project”) includes field analysis of existing pedestrian ramps, and design of ADA compliant pedestrian ramps and facilities.

### **Deliverables:**

The contract’s technical deliverables include:

- Summary of existing pedestrian ramp evaluations and recommended proposed design.
- Recommendations of storm sewer modifications in the vicinity of pedestrian facilities.
- Final Construction Plans of the proposed ADA compliant pedestrian facilities.

### **Schedule:**

The contract schedule is planned from May 2026 through at least February of 2027. Construction of the project is scheduled for Summer and Fall of 2027.

### **Consultant Selection Summary:**

The Request for Proposals (RFP) for the required consultant services was released on March 20, 2026, and was sent to the following four (4) consultant firms: Stonebrooke Engineering, Inc., Isthmus Engineering, Inc., Alliant Engineering, and WSB. These four firms were invited to submit proposals because of proven expertise and ability to complete all project deliverables with the required quality level. Proposals from Stonebrooke, Isthmus, and WSB were submitted to the County by the due date of April 15, 2026.

### **Review Team and Process:**

The three (3) proposals were reviewed by staff from Dakota County, including staff representing experience and expertise in project management, and engineering design of ADA compliant pedestrian

facilities. Proposals were reviewed and ranked independently by review team members. The review team members compared their rankings on April 17, 2026, to discuss the proposals, share information regarding individual member evaluations and reach consensus on a recommended consultant. The consensus reached by the proposal review team supported negotiating a contract with Stonebrooke Engineering, Inc.

**Evaluation Criteria:**

The proposals were evaluated and ranked based on the following criteria:

1. Understanding of the Scope of Work (20%)
  - a. Completeness of proposal; demonstrated grasp of work to be completed under this contract; expressed understanding of the project scope, deliverables due dates, objectives, and complexity to complete the project.
2. Proposed project approach (30%).
  - a. Assurance of the consultant’s ability to provide deliverables in a timely fashion and with high quality.
3. Project Team and Expertise of Key Personnel (35%)
  - a. Sufficient experience and past work performance of professional team members assigned to the project.
4. Quality Control (15%)
  - a. The consultant team’s approach to ensuring the quality, completeness, and accuracy of their deliverables.

**Evaluation Results:**

Dakota County staff scored the Stonebrooke Engineering, Inc. proposal highest on average based on the evaluation criteria listed above. All proposals were evaluated based on this objective, to determine whether the work plan, hours, and rate structure were sufficient and reasonable to successfully complete the required work. Reviewers appreciated the detailed work plan provided in the firm’s proposal, which presented a strong understanding of the key issues of the project and provided a good approach to delivering all tasks by a qualified team with recent relevant experience on similar projects. The selection team highly valued Stonebrooke’s extensive list of previously completed projects with similar scope to this and included the number of pedestrian ramps that were evaluated with each project.

Stonebrooke provided the mid-range total cost of providing the project work, but the lowest average cost per hour. The hours and cost are in-line with the similar contract scope of the 2026 ADA Compliant Pedestrian Facilities Design for Preservation of Paved Highway Surface.

**Summary of Proposed costs:**

Consultant	Total Cost	Consultant Hours	Cost Per Hour
Stonebrooke	\$168,810	1302	\$129.65
Isthmus	\$206,304	1202	\$171.63
WSB	\$155,199	868	\$178.80

The total costs listed in the table above do not include non-salary project expenses. The total contract amount will include all project expenses.

**Recommendation:**

Staff recommends the consulting engineering firm Stonebrooke Engineering, Inc. be awarded a contract for 2027 Preservation of Paved Highway Surface, design of ADA compliant pedestrian facilities. Given the scope of the needed work and issues to be addressed, the Stonebrooke project team offered the best approach, detailed work plan, previous project experience, and balanced cost-to-value from among the three (3) received proposals.



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5567

**Agenda #:** 10.6

**Meeting Date:** 5/19/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize the execution of a joint powers agreement (JPA) with the Vermillion River Watershed Joint Powers Organization (VRWJPO) for the Ravenna Trail Sontag Ravine Repairs Project, County Project 54-010.

### SUMMARY

To promote a safe and efficient transportation system, Dakota County, in cooperation with the VRWJPO, completed erosion stabilization on the Sontag Ravine located on County State Aid Highway (CSAH) 54 (Ravenna Trail) a half mile north of CSAH 68 (200<sup>th</sup> Street). County Project (CP) 54-010 improved safety and operations of Ravenna trail by eliminating sand and debris from washing over the road and ultimately into the Vermillion River. Construction of the stabilization project was completed in the spring of 2024.

During the summer of 2025, high-intensity rainfall and elevated stream flows undermined the rock structures, displaced the riprap, scoured the channel bed, and accelerated wear at the Ravenna Trail Sontag Ravine beyond what would be expected under normal precipitation and flow conditions. These rainfall events caused damage to the previously constructed stabilization, necessitating repairs.

VRWJPO staff prepared design drawings and specifications to repair the Ravenna Trail Sontag Ravine, which is necessary to maintain compliance with the Grant Agreement (Project). These were approved by the County. Staff conducted a pre-bid meeting and oversaw the advertisement and contracting process. The repairs to the Sontag Ravine project were completed in the late fall of 2025 at a cost of \$25,388 and included grading, riprap, and seeding and stabilizing disturbed areas.

A JPA was drafted to allow the definition of the responsibilities of the County and the VRWJPO. Under the terms of the JPA, the VRWJPO is the lead agency. Project responsibilities and project cost sharing obligations are identified in the Attachment: Draft JPA.

### RECOMMENDATION

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

The 2026-2030 Transportation Capital Improvement Program Adopted Budget for CP 54-010 includes \$21,341 in available budget. Sufficient funds exist for the County’s share of the Ravenna Trail Sontag Ravine repairs, estimated at \$19,401.

CP 54-010 Funding Source	Total Budget	Available Budget
Transportation Fund Balance	\$23,091	\$21,341
<b>Total</b>	<b>\$23,091</b>	<b>\$21,341</b>

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

**RESOLUTION**

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 (200<sup>th</sup> 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.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Draft joint powers agreement

Attachment: Project 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: Jake Chapek

**JOINT POWERS AGREEMENT FOR  
THE RAVENNA TRAIL SONTAG RAVINE REPAIRS PROJECT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND  
DAKOTA COUNTY**

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

**WHEREAS**, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

**WHEREAS**, Dakota County (County) is a governmental and political subdivision of the State of Minnesota, and

**WHEREAS**, in April 2022, the County and VRWJPO entered into a Joint Powers Agreement for the Ravenna Trail Ravine Stabilization Project for the repair of two heavily eroded ravines along Ravenna Trail (County Road 54) in Ravenna Township (Initial Project), with the Initial Project being substantially completed in late spring 2024; and

**WHEREAS**, the VRWJPO was awarded a Clean Water Fund grant for the Initial Project from the Minnesota Board of Water and Soil Resources (BWSR) subject to the terms of the grant agreement (Grant Agreement); and

**WHEREAS**, during the summer of 2025, high-intensity rainfall and elevated stream flows undermined the rock structures, displaced the riprap, scoured the channel bed, and accelerated wear at the Ravenna Trail Sontag Ravine beyond what would be expected under normal precipitation and flow conditions; and

**WHEREAS**, these precipitation events caused damage to the previously installed grade control and check dam structures, necessitating repairs to maintain compliance with the Grant Agreement; and

**WHEREAS**, during late summer and early fall of 2025, VRWJPO staff prepared design drawings and specifications to repair the Ravenna Trail Sontag Ravine necessary to maintain compliance with the Grant Agreement (Project), which were approved by the County, conducted a pre-bid meeting, and oversaw the advertisement and contracting process for the Project; and

**WHEREAS**, On October 28, 2025, the VRWJPO awarded JM Hauling, LLC the Project contract for \$25,388.00 (Project Cost). The work included minor grading and additional riprap to stabilize existing structures and the channel bed, removal of dead vegetation, cleaning sediment traps, and seeding and stabilizing disturbed areas; and

**WHEREAS**, the VRWJPO and County have agreed to cooperatively contribute monetarily towards the Project and have funding available in their respective budgets to jointly participate in the costs.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the County and the VRWJPO shall derive from this Agreement, the VRWJPO and the County hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

This Agreement will define the Project responsibilities and cost-sharing obligations of the VRWJPO and the County.

**ARTICLE 2  
PARTIES**

The parties to this Agreement are the VRWJPO and the County.

**ARTICLE 3  
TERM**

This Agreement is effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4  
COOPERATION**

The VRWJPO and County 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 dispute in an equitable and timely manner.

**ARTICLE 5  
TECHNICAL AND QUALITY ASSURANCE**

The VRWJPO will provide technical and quality assurance for the Project. Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project was designed using appropriate practice standards for design, construction, operation, and maintenance. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The Engineer providing technical and quality assurance will certify that the Project was installed or constructed according to the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County.

**ARTICLE 6  
PROJECT PLANS AND SPECIFICATIONS**

The VRWJPO is the lead agency for design and construction administration of this Project. The VRWJPO and County approved the plans and specifications (Project Plans) prior to the VRWJPO's advertising for bids. County approval consists of approval by representatives of the Transportation Departments.

**ARTICLE 7  
PAYMENT**

- 7.1** The parties shall make the following contributions toward the Project Cost. The VRWJPO will administer the contractor contracts for the Project and act as the paying agent for all payments to the contractor.
  - 7.1.1** The County, by and through its Transportation Department, shall contribute \$19,401 toward the Project Cost.
  - 7.1.2** The VRWJPO shall contribute \$6,347 toward the Project Cost.
  - 7.1.3** The Total Project Cost shall not exceed \$25,388.
- 7.2** No payment shall be made prior to approval of the Project Plans by the VRWJPO and County.
- 7.3** The County shall pay the VRWJPO its share of the Project Cost on a reimbursement basis up to the maximum amount identified in Section 7.1.1. The VRWJPO shall invoice the County for its share of the Project Cost once the Project has been completed. The County shall make payment

to the VRWJPO within thirty-five (35) days receipt of invoice from the VRWJPO provided the invoice shall be supported by itemized receipts and invoices from the VRWJPO's contracted contractor for the Project.

- 7.4 The County may refuse to pay services or work performed and fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the County from questioning the propriety of the claimed services or fees. The County reserves the right to be repaid for any overpayment or disallowed claimed services or fees.

## **ARTICLE 8 COUNTY OBLIGATIONS**

- 8.1 Authorized Purpose. The funds provided under this Agreement may only be used by the VRWJPO for the payment of costs directly related to the Project.
- 8.2 Construction Requirements. The Project shall be constructed in accordance with the Project Plans. The VRWJPO and County shall approve any modifications to the Project Plans.
- 8.3 Construction and Design Failures. Any failure related to construction or design of the Project shall be addressed in the contracts with the construction firm or professional services firm.
- 8.4 Operation and Maintenance. The County shall be responsible for on-going maintenance of the Project upon completion for a minimum of 10 years unless a failure occurs from an Act of God or Force Majeure such that it is cost prohibitive to repair or maintain.
- 8.5 Compliance with Laws/Standards. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

## **ARTICLE 9 INDEMNIFICATION**

Each party to this Agreement shall be 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. Ch. 466 and other applicable laws govern liability of the VRWJPO and the County. Each party warrants that they can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 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.

## **ARTICLE 10 AUTHORIZED REPRESENTATIVES AND LIAISONS**

- 10.1 Authorized Representatives. The following named persons are designated the authorized representatives of the parties for this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik or successor, Chair  
Vermillion River Watershed Joint Powers Organization  
4100 220<sup>TH</sup> Street West  
Farmington, MN 55024  
Telephone: (651) 438-4427  
[mike.slavik@co.dakota.mn.us](mailto:mike.slavik@co.dakota.mn.us)

TO THE COUNTY: Georg Fischer, Assistant County Manager, or successor  
Physical Development Division  
Western Service Center  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7007  
[georg.fischer@co.dakota.mn.us](mailto:georg.fischer@co.dakota.mn.us)

In addition, notification to the VRWJPO regarding termination of this Agreement by the County shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

**10.2** 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 VRWJPO and each appropriate department of the County. The VRWJPO and the County shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Jeff Dunn  
Water Resources Engineer  
Telephone: (952) 891-7140  
Email: [jeff.dunn@co.dakota.mn.us](mailto:jeff.dunn@co.dakota.mn.us)

County Transportation  
Department Liaison: Todd Howard  
Assistant County Engineer  
Telephone: (952) 891-7906  
Email: [todd.howard@co.dakota.mn.us](mailto:todd.howard@co.dakota.mn.us)

## ARTICLE 11 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the County.

## ARTICLE 12 TERMINATION

**12.1** In General. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written 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. This Agreement may also be terminated by the County in the event of a default by the VRWJPO. 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 right 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.

- 12.2** Termination for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the County is obligated to pay for any services that are provided or work performed after written notice of termination for lack of funding. Neither the VRWJPO nor the County will be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the County up to Notice of Termination of work on the Project.

**ARTICLE 13  
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 the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 14  
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 15  
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**ARTICLE 16  
GOVERNMENT DATA PRACTICES**

The County, and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the County or the VRWJPO.

**ARTICLE 17  
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.4 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 18  
DEFAULT: FORCE MAJEURE**

No party shall be liable to the other parties 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, pandemic, acts of civil or military authority, and natural disasters.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) indicated below.

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

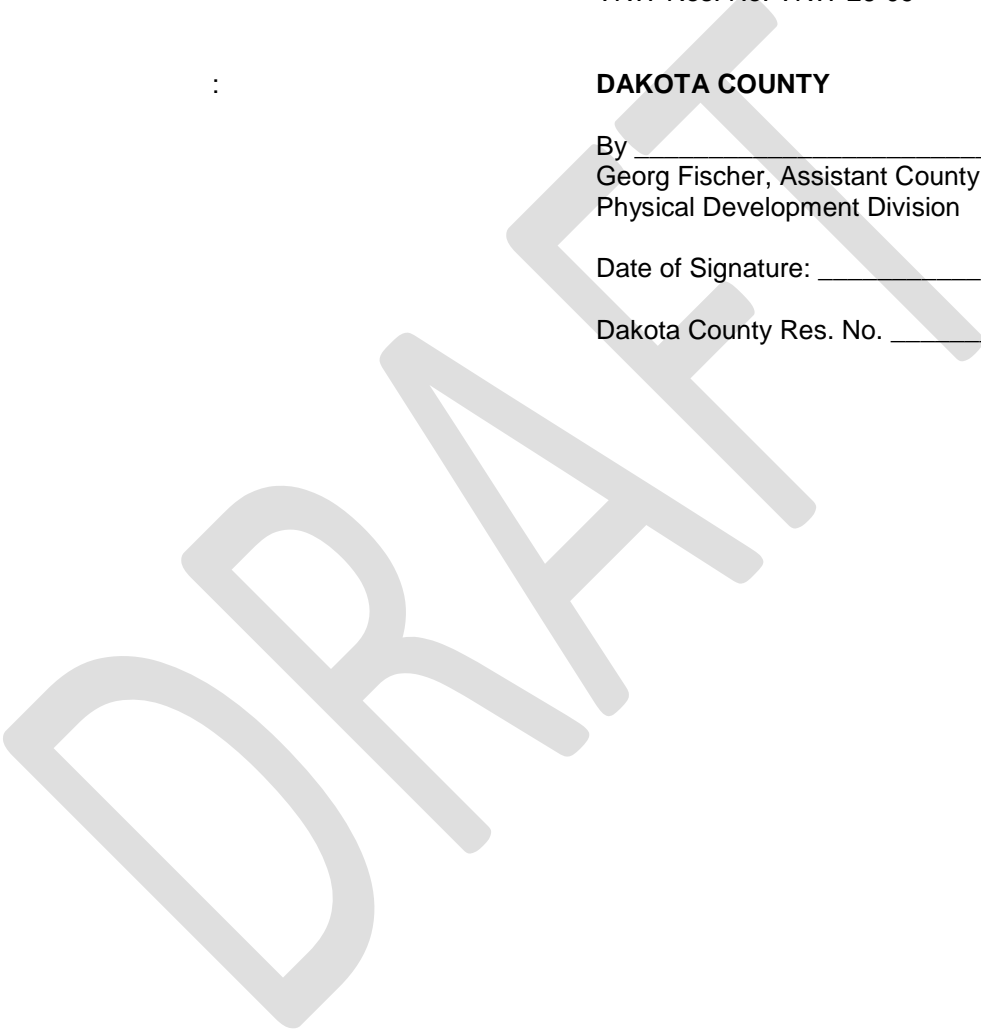
By \_\_\_\_\_  
Mike Slavik or successor, Chair  
Date of Signature: \_\_\_\_\_

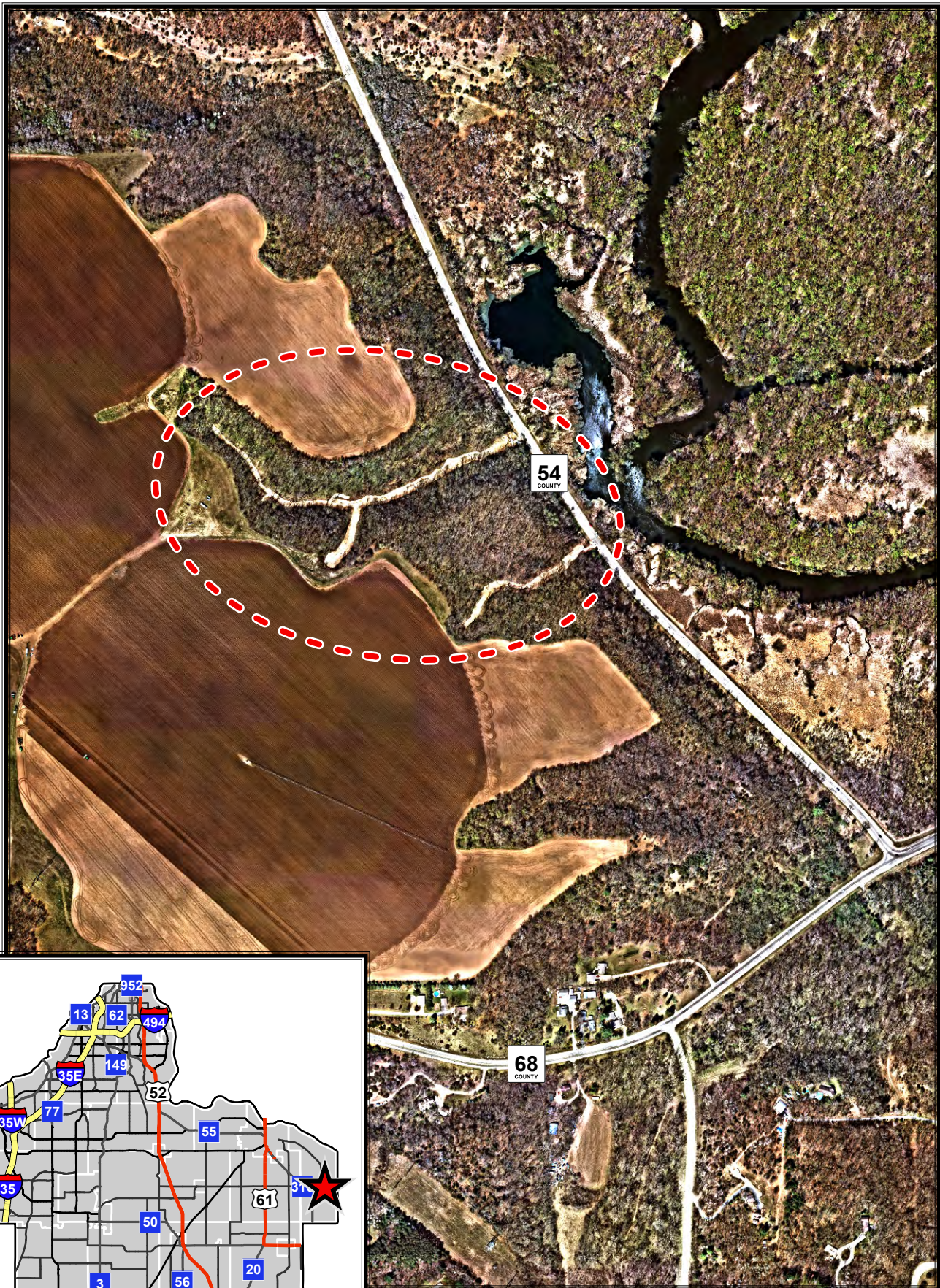
VRW Res. No. VRW 26-09

:

**DAKOTA COUNTY**

By \_\_\_\_\_  
Georg Fischer, Assistant County Manager  
Physical Development Division  
Date of Signature: \_\_\_\_\_  
Dakota County Res. No. \_\_\_\_\_





Erosion Stabilization on the Sontag Ravine



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5593

Agenda #: 10.7

Meeting Date: 5/19/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**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**

### PURPOSE/ACTION REQUESTED

Authorize staff to execute a State Aid Federal Aid Agency agreement with the Minnesota Department of Transportation (MnDOT) to administer federal funding for engineering design for the reconstruction of the County State Aid Highway (CSAH) 50 and Interstate 35 (I-35) interchange, County Project (CP) 50-33 in the City of Lakeville.

### SUMMARY

Dakota County is advancing County Project (CP) 50-33 to support a safe and efficient transportation system, consistent with the adopted Capital Improvement Program (CIP). CP 50-33 will address safety, and mobility needs on CSAH 50/5 and I-35 at the major interchange in Lakeville. The project includes replacement of County and City roadway infrastructure and bridges within the interchange area, requiring coordinated work affecting I-35. To maintain the project schedule and meet funding deadlines, professional services for final engineering design and right of way work are anticipated to begin this fall. Construction is planned to commence in 2029.

As part of the Federal Fiscal Year 2023 Appropriations Act, \$5,040,000 of Federal Highway Administration funding was designated as Congressionally Directed Spending for Dakota County to support engineering design of the I-35 and County Road 50 Interchange Reconstruction project. MNDOT, serving as a pass-through agency, requires a Dakota County Board Resolution authorizing execution of a State Aid Federal Aid Agency agreement. This agreement ensures compliance with federal requirements and establishes the process for receiving and distributing the federal funds. Federal funding authorization must occur by September 1, 2026, with a maximum federal share of 80 percent and a required 20 percent non-federal match of \$1,008,000. This agreement defines the roles and responsibilities between MnDOT and the County.

Upon execution of the agreement and authorization of funds, the County may issue a qualifications-based request for proposals for final engineering design and preliminary right of way work. Once a professional services contract is executed, the County may submit invoices for reimbursement of eligible federal engineering design costs.

### RECOMMENDATION

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

The Transportation Capital Improvement Program includes \$14,651,311 for Project 2000037, CP 50-33 I-35 Interchange. Included within the design engineering budget is \$5,040,000 of Federal Highway Administration Congressionally Directed Spending (CDS) funds awarded to Dakota County as part of the 2023 federal appropriations bill. There is sufficient budget for the anticipated non-federal cost share of \$1,080,000.

**2000037 CP 50-33 I-35 Interchange**

Funding Source	Approved Budget	Committed Funds	Balance
City of Lakeville	\$915,263	\$52,618	\$862,645
Federal Highway Admin	\$5,040,000	\$0	\$5,040,000
State Funding	\$5,324,200	\$1,775,000	\$3,549,200
Sales and Use Tax	\$3,371,848	\$160,109	\$3,211,739
<b>Total</b>	<b>\$14,651,311</b>	<b>\$1,987,728</b>	<b>\$12,663,584</b>

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

**RESOLUTION**

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.

**PREVIOUS BOARD ACTION**

25-067; 1/21/25

**ATTACHMENTS**

Attachment: Project Location Map

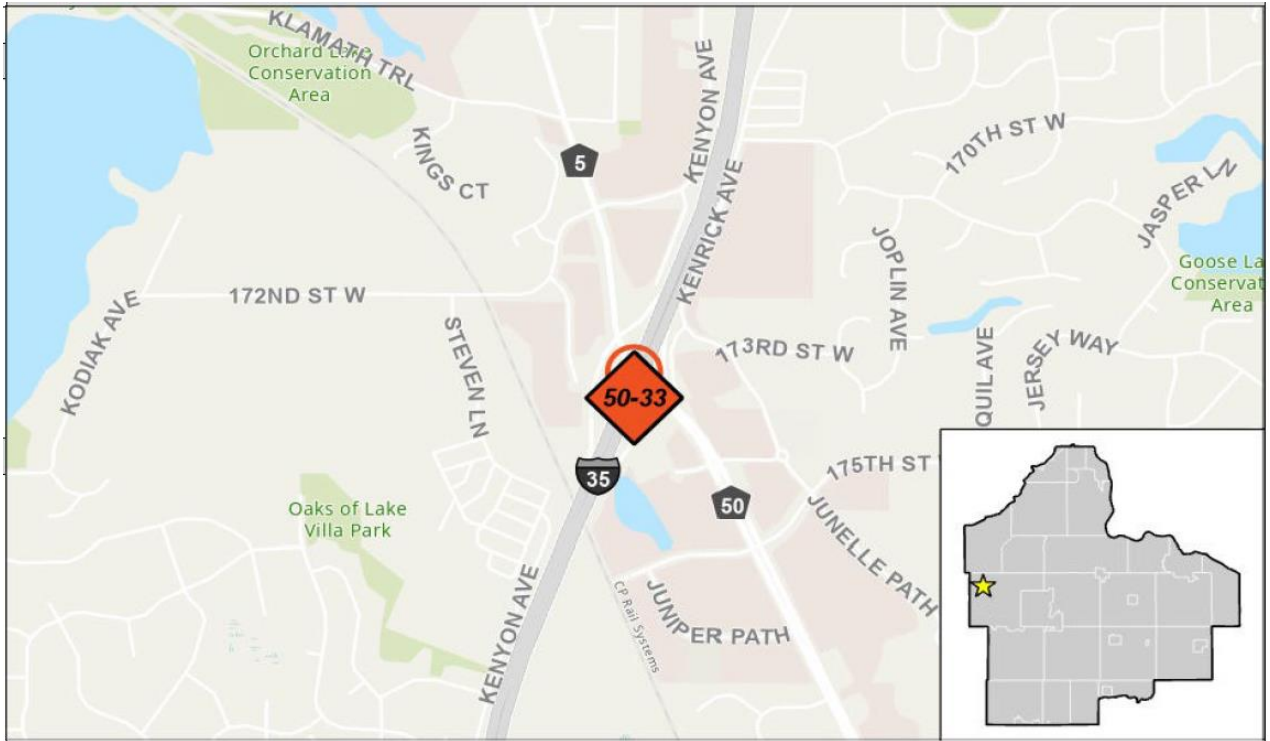
**BOARD GOALS**

- 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: Susan Wimberly



## **County Project 50-33**

### **CSAH 50 and I-35 Interchange Improvement in Lakeville**



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5598

Agenda #: 10.8

Meeting Date: 5/19/2026

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend 2026 Adopted Budget And Authorization To Execute Second Contract Amendment With SRF Consulting Group, Inc., For 117<sup>th</sup> Street (New County Road 32) In Inver Grove Heights, County Project 32-65**

### PURPOSE/ACTION REQUESTED

Authorize execution of the second amendment to the contract with SRF Consulting Group, Inc., (SRF) for design revisions to Pine Bend Landfill driveways along 117<sup>th</sup> Street (new County Road 32).

### SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County is reconstructing 117<sup>th</sup> Street from County Road 71 (Rich Valley Boulevard) to Trunk Highway 52. After construction is complete, the road will become new County Road 32.

After the project was bid, it was found that the amount of design review support was not sufficient given the complexity of the work. The design support during the construction phase includes reviewing 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.

Some plan revision is also necessary due to the addition of a driveway for Pine Bend Sanitation. This addition was requested by Republic Services, owner of the property, during ongoing negotiations. Changes to drainage structures, the lighting design, and the striping plan are needed.

In addition to this, the Union Pacific Railroad is requiring an additional geotechnical report for pipeline crossing under the tracks. It is defined as In-Construction Geotechnical Support Services to be completed by American Engineering Testing, Inc.

These changes were not included in the original design contract. Since SRF was the design engineer and responsible for the construction management of the project, the contract amendment is included in the construction management contract.

The current contract is \$1,594,803, and the revisions to the driveway proposal are \$120,330 for a total revised contract amount of \$1,715,133.

The 2026 Transportation CIP currently has no unencumbered money in the project available for additional design and geotechnical items. A budget amendment is required in the amount of

\$120,330. This will bring the actual budget from \$23,038,262 to \$23,158,592. The amendment will be funded using Sales and Use Tax.

**RECOMMENDATION**

Staff recommends amending the 2026 Transportation CIP Adopted Budget to allow for the additional design and geotechnical tasks necessary. Staff also recommends authorizing the execution of an amendment to the contract with SRF Consulting Group, Inc., in the amount of \$120,330 for additional design services support.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The Transportation Capital Improvement Plan includes \$23,038,262 for 1000746 CP 32-65 New County Road 32. A budget amendment of \$120,330 is requested for additional design and geotechnical costs.

**1000746 CP 32-65 New County Road 32**

Fund Source	Total Approved Budget	Available Budget
Sales and Use Tax	\$7,625,852	\$0
Federal Funding	\$8,000,000	\$0
Transportation Advancement Account (TAA)	\$1,678,410	\$0
City of Inver Grove Heights	\$5,734,000	\$398,846
<b>Total</b>	<b>\$23,038,262</b>	<b>\$396,846</b>

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

**RESOLUTION**

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>

**PREVIOUS BOARD ACTION**

25-150; 02/03/26

25-253; 05/20/25

**ATTACHMENTS**

Attachment: Location Map

Attachment: Design Request 2

Attachment: Design Request 3

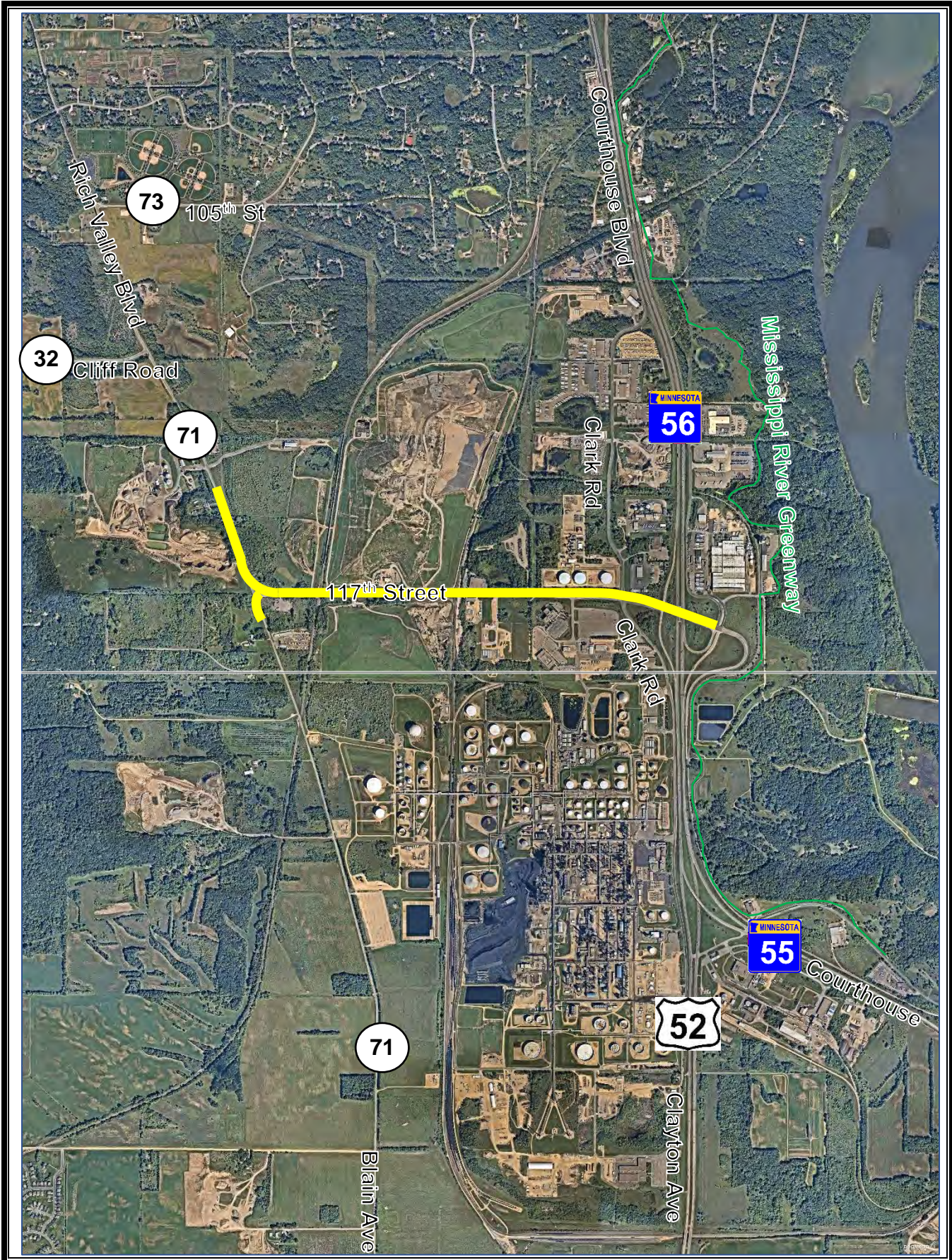
**BOARD GOALS**

- 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



# County Project 32-65



June 6, 2025

Mr. Todd Howard  
Assistant County Engineer  
Dakota County  
2800 160<sup>th</sup> Street West  
Rosemount, MN 55068  
Todd.Howard@CO.DAKOTA.MN.US

Subject: Amendment Request 2 Proposal for Professional Services for County Project 32-65

Dear Todd Howard:

As we have been working on updating the final detail design and construction documents for the referenced project to reflect a change in the location of the Republic Driveway, we recognize that the County and the property owner require further driveway revisions. We understand that the County and property owner desire to have the existing driveway located east of the new driveway location remain open and serve as a left out to CSAH 32 / 117<sup>th</sup> Street. The resulting driveway intersection requires review of the intersection sight distance standards and will require additional roadway plan revisions to reflect the signing, striping, and traffic control requirement. The County has requested that additional work be performed to accommodate the driveway revision, that is in addition to the work proposed in the Original Contract as amended by Amendment No. 1, including:

### Scope of Services

- Revise the construction plan to evaluate the intersection sight distance and revise the plans, tabulation, and cost estimate to reflect:
  - Revise drainage structures to accommodate the additional driveway entrance
  - Minor revisions to lighting design for the new driveway location.
  - Revise the Traffic Control and Signing and Striping Plans to reflect the changes
  - Modify the SEQ, Tabulations, and Cost Estimate to reflect the changes
- As the plans will likely require renumbering or adding additional sheets for recent additions of concrete protection slabs for the 16-inch High Pressure Gas Main, the revised plan sheets and cover will be resubmitted to MnDOT State Aid for review and signature.
- Recent Changes to the MnMUTCD, since the plans were completed, require that the Signing and Striping Plans be modified to reflect the changes to that document.

## Assumptions

No Easement Descriptions / Exhibits are part of the amended scope. Linework for additional needed easements can be provided for the County's use.

Specifications will continue to use the MnDOT 2020 Standard Specification for Construction.

MnDOT will require one review of the revised plans. Multiple revisions are not anticipated.

## Schedule

We will complete this work within a mutually agreed-upon time schedule but anticipate completing the design and plan changes for submission to MnDOT State Aid in June 2025.

## Amendment Request

The total current contract amount, including the original Dakota County Contract #DCA22722 and Amendment No 1, is \$1,594,802.50. Based on the added scope of services above, we respectfully request an increase in budget of \$8,210. This would increase the total authorized contract amount to \$1,603,012.50. Much of the additional work required for the changes is being absorbed into the work proposed as part of Amendment No 1.

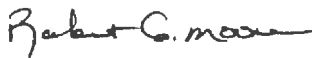
## Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is [BMoore@SRFConsulting.com](mailto:BMoore@SRFConsulting.com).

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Bob Moore  
Vice President



Michael Turner, PE  
Project Director

BM/MT/ajs

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Approved: Dakota County



(Signature)

Name

Todd Howard

Title

Asst. Co. Eng.

Date

6-6-25

**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.**

18893.00\_Amendment2Request\_20250606-REV.docx



April 3, 2026

Jeannine Briol, PE  
Construction Engineer  
Dakota County  
2800 160<sup>th</sup> Street West  
Rosemount, MN 55068

Subject: Amendment Request 3 Proposal for Professional Services for County Project 32-65

Dear Jeannine Briol:

SRF is currently performing Construction Administration for the kickoff of the 117<sup>th</sup> Reconstruction Project (32-65). Our scope of services was prepared in accordance with the information provided in RFP, which stated that "Design support, clarifications and final changes will be the responsibility of Dakota County.". As such, our scope included the assumption that hours for design support were not included in our estimated hours, as our understanding was that this was covered under a separate contract.

We have now learned that there is no active contract providing design support and are therefore requesting an amendment to our current Construction Administration contract to include these services.

### Scope of Services

- Design Support during construction phase includes review of contractor submittals, shop drawings and RFI's, reissue plan sheets as necessary, and perform additional services to support requests made by Dakota County, City of Inver Grove Heights, UPRR, or other key stakeholders.
- Geotechnical Support Services (to be completed by AET). See AET's cost proposal for additional information.
- Geotechnical Report for Union Pacific Railroad pipeline crossings, as requested by UPRR (to be completed by AET). See AET's cost proposal for additional information.

### Assumptions

Design Support will be provided up to the hours and budget provided, as requested by the Client.

### Schedule

We will complete this work as needed throughout the construction project.

## Amendment Request

The total current contract amount, including the original Dakota County Contract #DCA22722, Amendment No 1 and No 2 is \$1,603,012.50. Based on the added scope of services above, we respectfully request an increase in budget of \$112,120.00.

This would increase the total authorized contract amount to \$1,715,132.50.

## Acceptance/Notice to Proceed

We anticipate that Dakota County will prepare an amendment to our professional services agreement for this request.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Bob Moore  
Vice President



Michael Turner, PE  
Project Director

BM/MT

**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.**

18893.00\_Amendment3Request\_2026.docx

SRF Consulting Group, Inc. Client: Dakota County Project: 117th Street Construction Services Subconsultants: American Engineering & Testing (AET)	<b>Work Tasks and Person-Hour Estimates</b>	<b>ATTACHMENT - D</b>	 18893
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<b>TASK NO.</b>	<b>SUMMARY OF TASKS</b>	<b>Project Overview:</b>
1.0	DESIGN SUPPORT	SRF is currently performing Construction Administration for the 117th Reconstruction project, which is to be constructed over the 2026-27 seasons. SRF's Construction Administration scope did not include design support. SRF is requesting to have the budget amended to allow Design Support services to be provided throughout the construction project.

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	<b>DESIGN SUPPORT</b> <u>Assumptions:</u> Design Support during construction phase includes review of contractor submittals, shop drawings and RFI's, reissue plan sheets as necessary, and perform additional services to support requests made by Dakota County, City of Inver Grove Heights, UPRR, or other key stakeholders. Design Support will be provided up to the hours and budget provided, as requested by the Client.  In-Construction Geotechnical Support Services to be completed by AET. See AET's cost proposal for additional information. SRF coordination of testing with AET included in contract administration and construction inspection task <u>Client Deliverables:</u>					3						
1.1	Design Support During Construction	40	-	350	0	0	50	0	0	0	440	\$98,950.00
	<b>SUBTOTAL - TASK 1</b>	40	0	350	0	0	50	0	0	0	440	\$98,950.00
	<b>TOTAL ESTIMATED PERSON-HOURS</b>	40	0	350	0	0	50	0	0	0	440	
	AVERAGE HOURLY BILLING RATE	\$280.00	\$0.00	\$230.00	\$0.00	\$0.00	\$145.00	\$0.00	\$0.00	\$152.00		
	ESTIMATED LABOR AND OVERHEAD	\$11,200.00	\$0.00	\$80,500.00	\$0.00	\$0.00	\$7,250.00	\$0.00	\$0.00	\$0.00		\$98,950.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$0.00
												SUBTOTAL: (SRF Labor and Expenses) \$98,950.00
												SUBCONSULTANTS: \$13,170.00
	<b>TOTAL ESTIMATED FEE (SRF and Subconsultants combined)</b>											<b>\$112,120.00</b>

<b>SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:</b>	
MILEAGE:	Personal Vehicles 0 Miles @ \$0.670 \$0.00
PRINTING:	\$0.00
SUPPLIES:	\$0.00
COMMUNICATIONS:	Mail, Express, Etc. \$0.00
	<b>SRF EXPENSES: \$0.00</b>

April 2, 2026



SRF Consulting Group  
3701 Wayzata Boulevard, Suite 100  
Minneapolis, MN 55416

Attn: Dan Herzog, PE  
[dherzog@srfconsulting.com](mailto:dherzog@srfconsulting.com)

RE: Proposal for Geotechnical Consultation and Engineering Services During Construction  
117th Street Reconstruction  
S.P. Nos. 019-632-051; 178-020-032; 019-671-007  
County Project No. 32-65(ST00006)  
City Project No. 2016-17  
Inver Grove Heights, Minnesota  
AET Proposal No. P-0052007

Dear Mr. Herzog:

American Engineering Testing, Inc. (AET) is pleased to submit a proposal to SRF for this project. In this proposal, we present our understanding of the project, an outline of our scope of services, and a fee estimate for our services.

AET previously performed geotechnical explorations along this road segment, and our findings and recommendations were summarized in AET Report No. P-0002030 (road reconstruction), dated December 22, 2022, AET Report No. P-0024236 (infiltration structures and lift station), dated June 19, 2024, and AET Report No. P-0024236.1 (railroad utility crossings), dated April 2, 2025.

**1.0 SCOPE**

**1.1 Utility Subsidence Engineering Analysis**

SRF, in conjunction with the City of Inver Grove Heights and Dakota County, are proposing the reconstruction a portion of 117<sup>th</sup> St in Inver Grove Heights, MN. As part of that, several utilities are being constructed below two existing railroad lines.

At the time of the P-0024236.1 report, AET was aware of only a storm sewer being placed below each of the two railroads. It has been brought to our attention that there are three additional crossings as shown below:

<b>Railroad Crossing (approximate Station)</b>	<b>Utility</b>	<b>Invert</b>	<b>Casing Size</b>
West (Sta 121+00)	Water Main	852 ft	30-inch
East (Sta 144+50)	Sanitary Sewer	882 ft	30-inch
	Sanitary Sewer	890 ft	30-inch

The design team is now interested in AET's recommendations pertaining to the suitability of the proposed trenchless installation method, recommended best practices, and estimated settlement/subsidence magnitudes. AET will prepare a letter report with these recommendations.

**550 Cleveland Avenue North | Saint Paul, MN 55114**

**Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.



## 1.2 Geotechnical Engineering Services During Construction

We understand that questions regarding the geotechnical reports or encountered conditions may arise during construction. To assist with these, AET will provide field visits and geotechnical consultation on an as-needed basis. AET will be available for geotechnical review of soil correction, which we understand will be inspected by others. If requested, we can attend pre-activity meetings and review contractor submittals. We assume up to 5 site visits may be needed.

## 2.0 FEES

Our fees for these services will be charged on a time and materials basis. For the scope of services described previously, we recommend budgeting an amount not to exceed **\$13,170**, as shown on the attached fee estimate.

In the event the scope of our services needs to be revised, such as additional site visits, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the fee schedule agreed upon in our master contract. Our fees will be in effect for 30 days following the date of this proposal, and fees for services authorized after this expiration date will be subjected to review and possible escalation.

## 3.0 TERMS AND CONDITIONS

Our services will be provided subject to a signed Professional Services Subconsultant Agreement between SRF Consulting Group, Inc. and American Engineering Testing, Inc.

## 4.0 ACCEPTANCE

SRF will provide AET with formal authorization prior to the commencement of AET's services, which are outlined in this proposal.

## 5.0 GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,  
**American Engineering Testing, Inc.**

A handwritten signature in black ink that reads 'Thomas Evans'.

Thomas Evans, PE (MN)  
Senior Engineer  
[tevans@teamAET.com](mailto:tevans@teamAET.com)  
(701) 690-9732

Attn: Fee Estimate

**FEE ESTIMATE**  
**117TH STREET RECONSTRUCTION**  
**S.P. Nos. 019-632-051; 178-020-032; 019-671-007**  
**INVER GROVE HEIGHTS, MN**  
**AET PROJECT No. P-0052007**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Utility Subsidence Engineering Analysis</i>			
Project Administrator	1 Hour	\$90.00	\$90.00
Engineer, Senior	17 Hour	\$230.00	\$3,910.00
<b>Section Subtotal:</b>			<b>\$4,000.00</b>
<i>Geotechnical Engineering Services During Construction</i>			
Engineer, Level II	10 Hour	\$200.00	\$2,000.00
Engineer, Senior	30 Hour	\$230.00	\$6,900.00
Standard Vehicle Mileage	200 Mile	\$1.35	\$270.00
<b>Section Subtotal:</b>			<b>\$9,170.00</b>
<b>ESTIMATED BUDGET</b>			<b>\$13,170.00</b>



# Board of Commissioners

## Request for Board Action

Item Number: DC-5615

Agenda #: 10.9

Meeting Date: 5/19/2026

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Final Plats Recommended By Plat Commission**

### PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

### SUMMARY

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County’s access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review (Attachments: Meeting Notes and Location Map).

### RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

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

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Meeting Notes

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: Todd Tollefson

**DAKOTA COUNTY PLAT COMMISSION  
MEETING SUMMARY**

April 22, 2026

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Todd Tollefson, Scott Peters, and Tyler Krage.

<b>Plat Name:</b>	<b>RICH VALLEY SECOND ADDITION</b>
<b>PID:</b>	<b>34629000030</b>
<b>City:</b>	<b>Rosemount</b>
County Road:	CSAH 42 (County Rd 42)
Current ADT (2021):	5,742
Projected ADT (2040):	12,200
Current Type:	4-lane, divided
Proposed Type:	4-lane, divided
R/W Guideline:	75 ft ½ R/W
Spacing Guideline:	½ mile full
Posted Speed Limit:	55 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	NW ¼; Sec 30-115-18
In attendance (04/22/26):	Anthony Nemcek (city); Julia Hogan (city); Brian Erickson (city)

**REVIEW 04/22/26:**

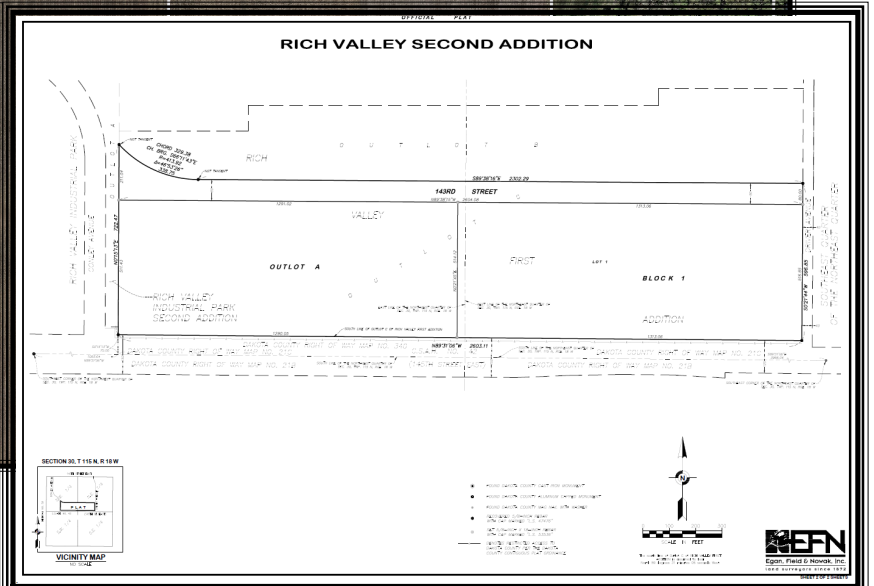
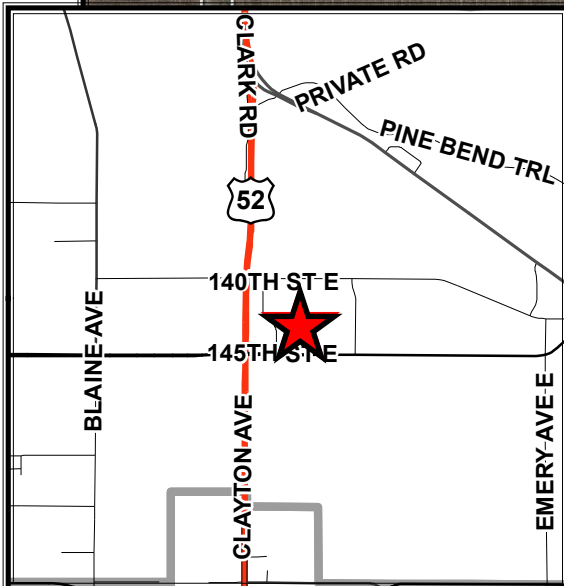
The preliminary plat is a replat of Oulot C, RICH VALLEY FIRST ADDITION with a commercial site on one lot with one outlot. The right-of-way needs of 75 feet of ½ right of way have been met. Restricted access should be shown per document no. 3561518.

**RECOMMENDED 04/22/26:**

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

# RICH VALLEY SECOND ADDITION

Prepared by Dakota County Physical Development Division





# Board of Commissioners

## Request for Board Action

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Item Number: DC-5544

Agenda #: 10.10

Meeting Date: 5/19/2026

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**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize expenditure of up to \$611,200 to acquire and restore a 16.96-acre permanent natural area conservation easement (East Easement) and a 17.97-acre permanent natural area conservation easement (West Easement), and to accept donation of 3.12 acres of land owned by the John B. Dudley Revocable Trust (Dudley Family); authorize the Parks Department Director to sign purchase agreements (PAs); and authorize the County Board Chair to execute the Easements and two Notice of Funding Restrictions (NOFR).

### SUMMARY

The Dudley Family owns 341.65 acres of rural property in Waterford Township within the Cannon River Conservation Focus Area. A portion of the property straddles the Cannon River on the east side of the Canada Avenue bridge (West Easement), and a portion is located further east on the south side of 320<sup>th</sup> Street West (East Easement). The legal descriptions (Attachment: Legal Descriptions), general depictions (Attachment: General Depictions), and locations (Attachment: Easements and Land Locations) of the Easements and land donation area are attached.

The 16.96-acre West Easement is located on a 20.80-acre parcel. The West Easement is included in the Cannon River Preservation and Access project being partially funded through an Environment and Natural Resources Trust Fund (ENRTF) grant from the Legislative-Citizen Commission on Minnesota Resources. The Dudley Family also proposes to donate 3.12 acres of the land to the County for the location of a river access and a trailhead for the Mill Towns State Trail. This small area also includes the historic Waterford Bridge structure owned by Waterford Township.

The East Easement is 17.97 acres of forest, bordered by farmland owned by the Dudley Family. This Easement is an initial area the Dudley Family would like to preserve as part of a much larger area they would like to permanently protect in phases through the County's Land Conservation Program that could eventually total around 310 acres.

An independent appraisal was completed, reviewed, and approved by County staff and by a review appraiser. The Dudley Family agreed to sell the Easements for \$416,400 and to donate 3.12 acres of land valued at \$31,500. The East Easement is significantly more expensive than the West Easement, because three building rights are being extinguished by the Easement. The estimated cost of restoration for the 16.96-acre West Easement (\$159,140) is included in the ENRTF grant. The

estimated cost of restoration for the East Easement is \$189,300 over five years. The donation of land is being accepted in lieu of a landowner contribution toward East Easement restoration costs.

One hundred percent Outdoor Heritage (OH) funding approved by the Minnesota Legislature in Minnesota Law 2022 (ML22) is available for the easement acquisitions and East Easement restoration. A NOFR for each easement must be signed by the County Board Chair, requiring any future sale of the easements be approved by the Lessard-Sams Outdoor Heritage Council or its successor.

**RECOMMENDATION**

Staff recommends approval of the expenditure of up to \$611,200 to acquire and restore the Easements on the Dudley Family property and to accept the donation of 3.12 acres of land; authorization for the Parks Department Director to execute the purchase agreements; and authorization for the County Board Chair to execute the Easements and two NOFR.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The financial summary of the projects is as follows:

Project	Acquisition/ Restoration Cost	Closing Costs	Total Cost	Landowner Donation	OH Funding	County Cost
West Easement Acquisition	\$105,900	\$1,500	\$107,400	\$0	\$107,400	\$0
East Easement Acquisition	\$310,500	\$2,500	\$313,000	\$0	\$313,000	\$0
Donated Land	\$0	\$1,500	\$1,500	\$31,500	\$0	\$1,500
East Easement Restoration	\$0	\$0	\$189,300	\$0	\$189,300	\$0
<b>Total Costs</b>	<b>\$416,400</b>	<b>\$5,500</b>	<b>\$611,200</b>	<b>\$31,500</b>	<b>\$609,700</b>	<b>\$1,500</b>

The Parks and Greenways Capital Improvement Program includes \$610,700 for 2000512 Dudley Trust NA (natural area) Easement. There is sufficient project budget available to fund the acquisition and restoration of the Dudley Family Easements.

**2000512 Dudley Trust NA Easement**

Funding Source	Total Approved Budget	Available Budget
Outdoor Heritage Fund (OHF ML22)	\$609,700	\$609,700
Allocated - ELF	\$1,500	\$1,500
<b>Total</b>	<b>\$611,200</b>	<b>\$611,200</b>

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

**RESOLUTION**

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.

### **PREVIOUS BOARD ACTION**

None.

### **ATTACHMENTS**

Attachment: Legal Descriptions

Attachment: General Depictions

Attachment: Easements and Land Locations

### **BOARD GOALS**

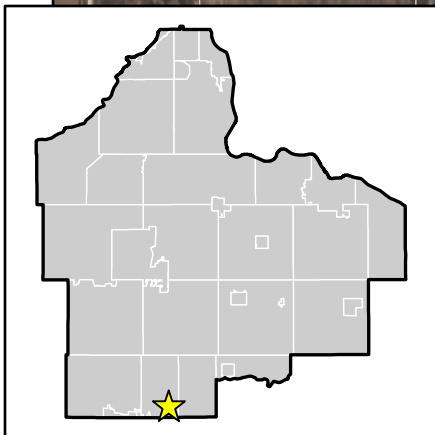
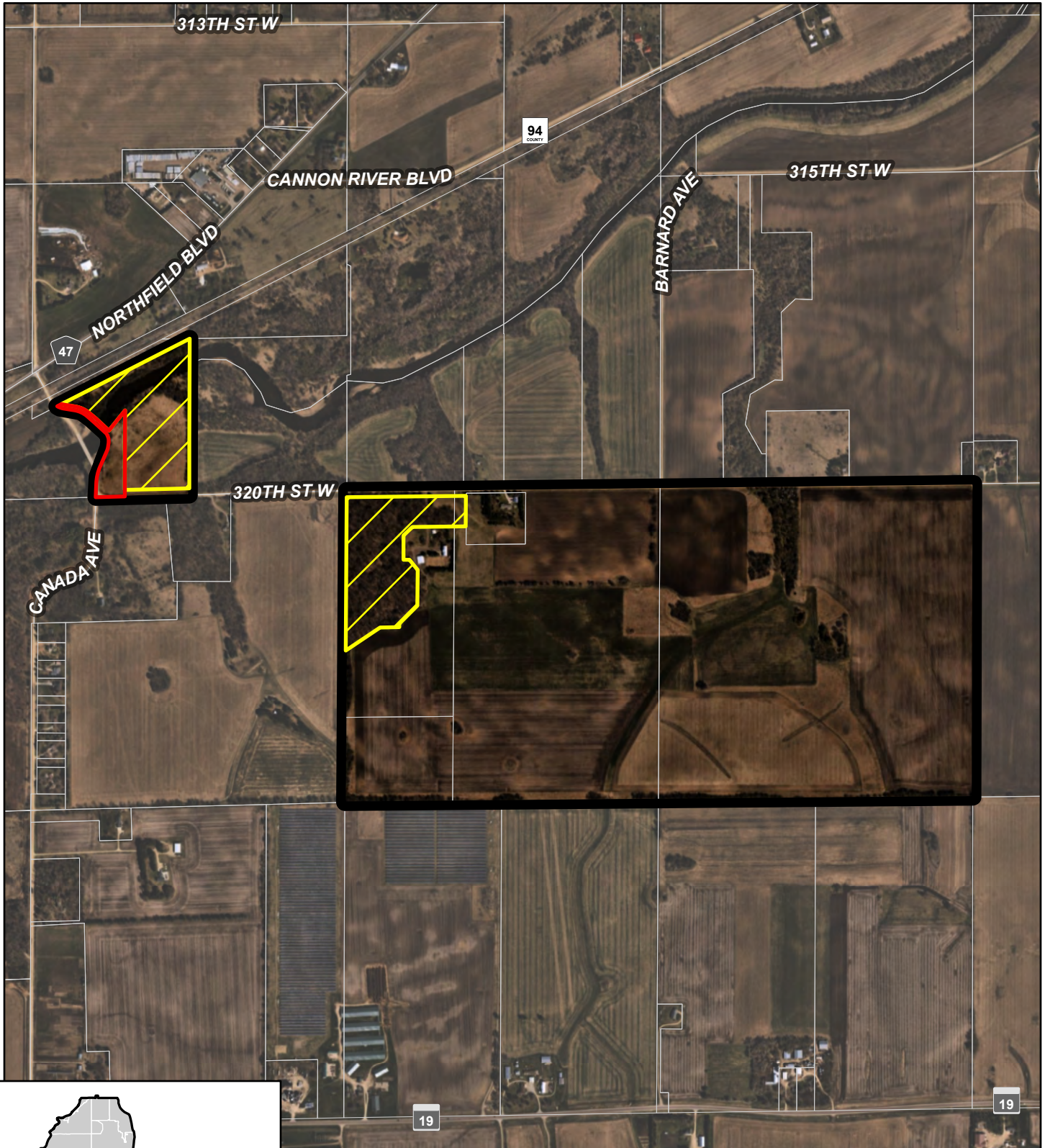
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- A Successful Place for Business and Jobs       Excellence in Public Service




### **CONTACT**

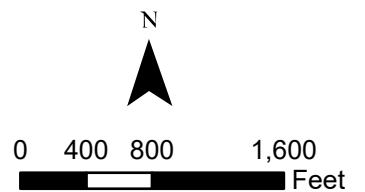
Department Head: Niki Geisler

Author: Lisa West

# John B Dudley Trust Property

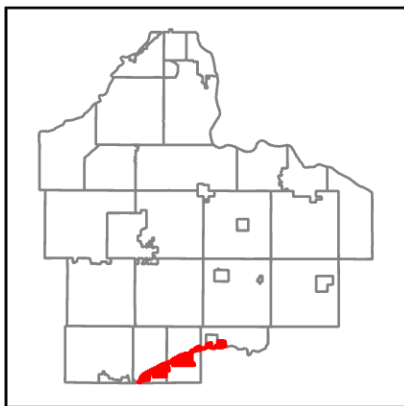
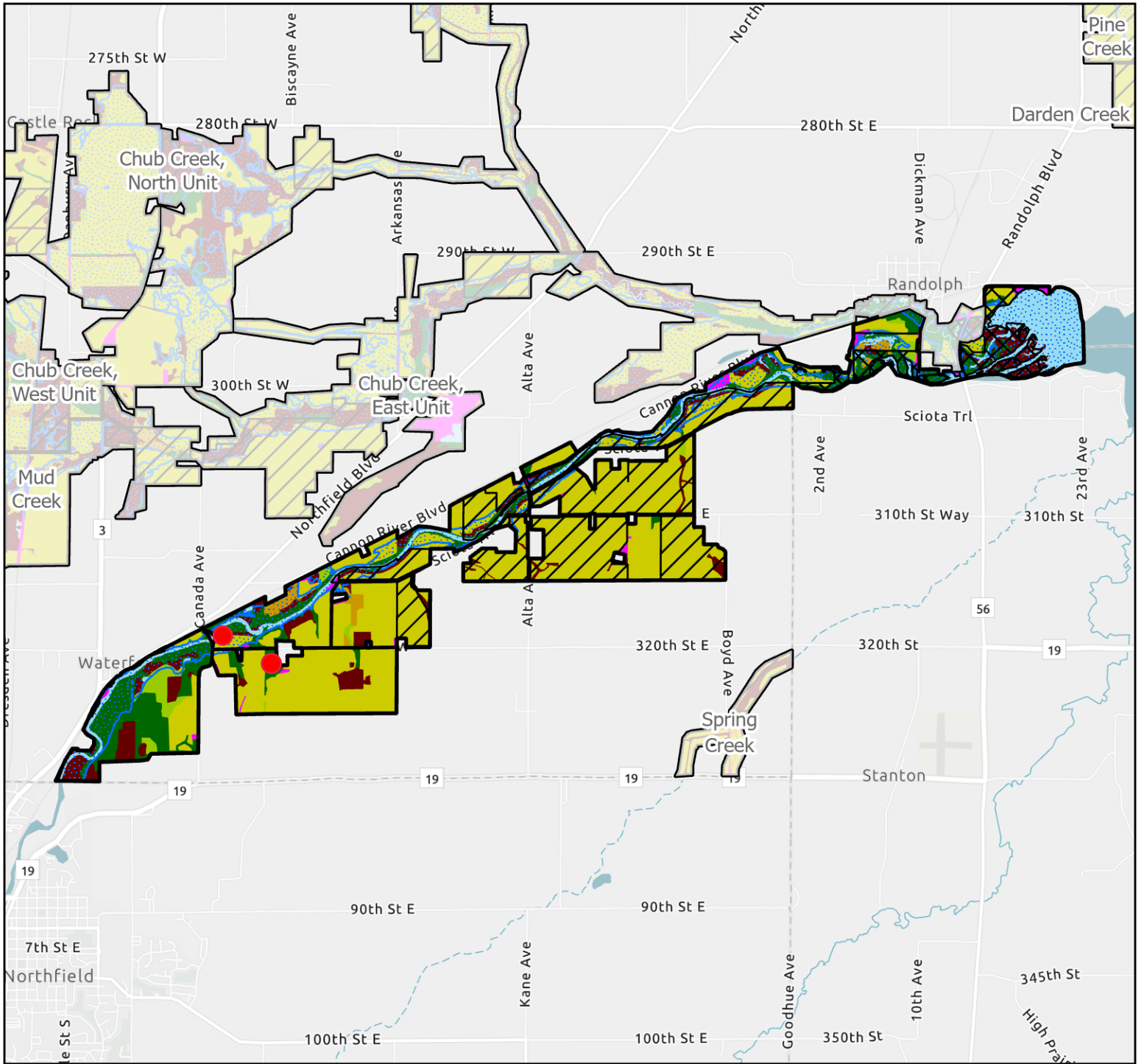


-  Dudley Property
-  Land Donation (3.12 acres)
-  Natural Area Easements (34.93 acres)



Copyright 2026, Dakota County Office of GIS  
 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.

# Cannon River







 Public Land

 Protected Private Land

 Flood Hazard Area

## Land Cover

-  Artificial (146 Acres)
-  Cultivated (1,791 Acres)
-  Forest (509 Acres)
-  Easement and Land Donation Locations

-  Woodland (87 Acres)
-  Shrubland (46 Acres)
-  Herbaceous (312 Acres)
-  Sparse Vegetation (0 Acres)
-  Water (380 Acres)

**Legal Description of the Natural Area Easement on the John  
B. Dudley Revocable Trust Property being Acquired by the  
County of Dakota**

**Tract ID No. 504**

**West Area**

A permanent Natural Area Conservation Easement over that part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 112 North, Range 19 West, Dakota County, Minnesota described as follows:

Beginning at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 88 degrees 29 minutes 36 seconds West along the south line of said Southwest Quarter of the Southeast Quarter a distance of 544.23 feet to the west line of the east 544.00 feet of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 09 minutes 25 seconds East along said west line of the east 544.00 feet a distance of 727.03 feet; thence South 38 degrees 18 minutes 53 seconds West a distance of 218.07 feet; thence North 47 degrees 13 minutes 41 seconds West a distance of 142.88 feet; thence North 49 degrees 31 minutes 26 seconds West a distance of 78.48 feet; thence northwesterly a distance of 134.99 feet along a tangential curve concave to the southwest having a radius of 247.80 feet and a central angle of 31 degrees 12 minutes 46 seconds; thence North 80 degrees 44 minutes 12 seconds West tangent to said curve a distance of 91.95 feet; thence northwesterly a distance of 24.41 feet along a tangential curve concave to the north having a radius of 133.73 feet and a central angle of 10 degrees 27 minutes 31 seconds to a line parallel with and 150.00 feet southeasterly as measured at right angles from the centerline of the existing track of the Union Pacific Railway Company line (FKA Chicago and Northwestern Railroad); thence North 62 degrees 56 minutes 53 seconds East not-tangent to said curve along said parallel line a distance of 1213.52 feet to the east line of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 09 minutes 25 seconds West along said east line of the Southwest Quarter of the Southeast Quarter a distance of 1318.48 feet to the point of beginning.

Area: 16.96 acres

**East Area**

A permanent Natural Area conservation easement over that part of the West Half of the Northwest Quarter of Section 28, Township 112 North, Range 19 West, Dakota County, Minnesota described as follows:

Beginning at the northwest corner of said West Half of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 21 minutes 07 seconds East along the north line of said West Half of the Northwest Quarter a distance of 1005.00 feet; thence South 00 degrees 22 minutes 35 seconds West a distance of 312.82 feet; thence South 89 degrees 21 minutes 07 seconds West a distance of 448.69 feet; thence South 46 degrees 45 minutes 18 seconds West a distance of 103.04 feet; thence South 00 degrees 22 minutes 35 seconds West a distance of 206.36 feet; thence North 89 degrees 21 minutes 07 seconds East a distance of 51.40 feet; thence South 38 degrees 29 minutes 05 seconds East a distance of 110.27 feet; thence South 00 degrees 22 minutes 35 seconds West a distance of 301.64 feet; thence South 45 degrees 19 minutes 33 seconds West a distance of 215.48 feet; thence South 00 degrees 22 minutes 35 seconds West a distance of 30.58 feet; thence South 89 degrees 21 minutes 07 seconds West a distance of 162.17 feet; thence South 56 degrees 04 minutes 28 seconds West a distance of 348.43 feet to the west line of said West Half of the Northwest Quarter; thence North 00 degrees 22 minutes 35 seconds East along said west line of the West Half of the Northwest Quarter a distance of 1349.25 feet to the point of beginning, EXCEPTING from said easement the north 55.00 feet of said West Half of the Northwest Quarter for public road purposes.

Area: 17.12 acres

**Legal Description of the Access Easement to the Natural  
Area Easement on the John B, Dudley Revocable Trust  
Property being Acquired by the County of Dakota County**

A permanent access easement over the east 10.00 feet of the west 690.00 feet of the north 55.00 feet of the West Half of the Northwest Quarter of Section 28, Township 112 North, Range 19 West, Dakota County, Minnesota.



# Board of Commissioners

## Request for Board Action

Item Number: DC-5623

Agenda #: 10.11

Meeting Date: 5/19/2026

**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Edge Ecosystems LLC for natural resource improvements of Seidl's Lake 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 April 10, 2026 for Natural Resource Restoration in Seidl's Lake Park (Attachment: Project Map). Five proposals were received, with base and chosen alternate proposals as follows:

<u>Bidder</u>	<u>Total Base Amount</u>	<u>Total Base + Alternate</u>	<u>Proposal Score</u>
Edge Ecosystems LLC	\$ 37,131	\$ 56,903	209
Minnesota Native Landscapes	\$116,200	\$166,555	193
Native Resource Preservation	\$121,625	\$169,965	205
Prairie Restoration, Inc.	\$145,645	\$233,591	143
Landbridge Ecological	\$146,390	\$286,328	173

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 Edge Ecosystems LLC for base plus alternate cost of \$56,903. 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 Edge Ecosystems LLC for Seidl’s Lake Park Restoration for a contract amount of \$56,903.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The 2026 Adopted Parks Budget contains sufficient funding for Seidl’s Lake Park Restoration using funding allocated to Project 1001476.

**Project 1001476 IGH Seidl’s Restoration**

Funding Source	Total Approved Budget	Available Budget
Outdoor Heritage Fund (OHF ML22)	\$275,816	\$145,653
<b>Total</b>	<b>\$275,816</b>	<b>\$145,653</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 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.

**PREVIOUS BOARD ACTION**

20-568; 11/17/20

25-610; 12/16/25

**ATTACHMENTS**

Attachment: Project Map

**BOARD GOALS**

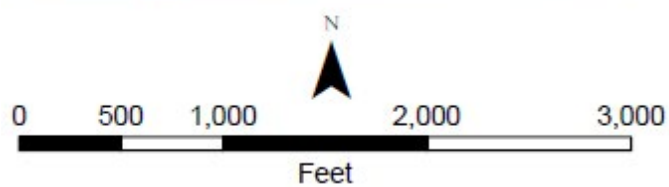
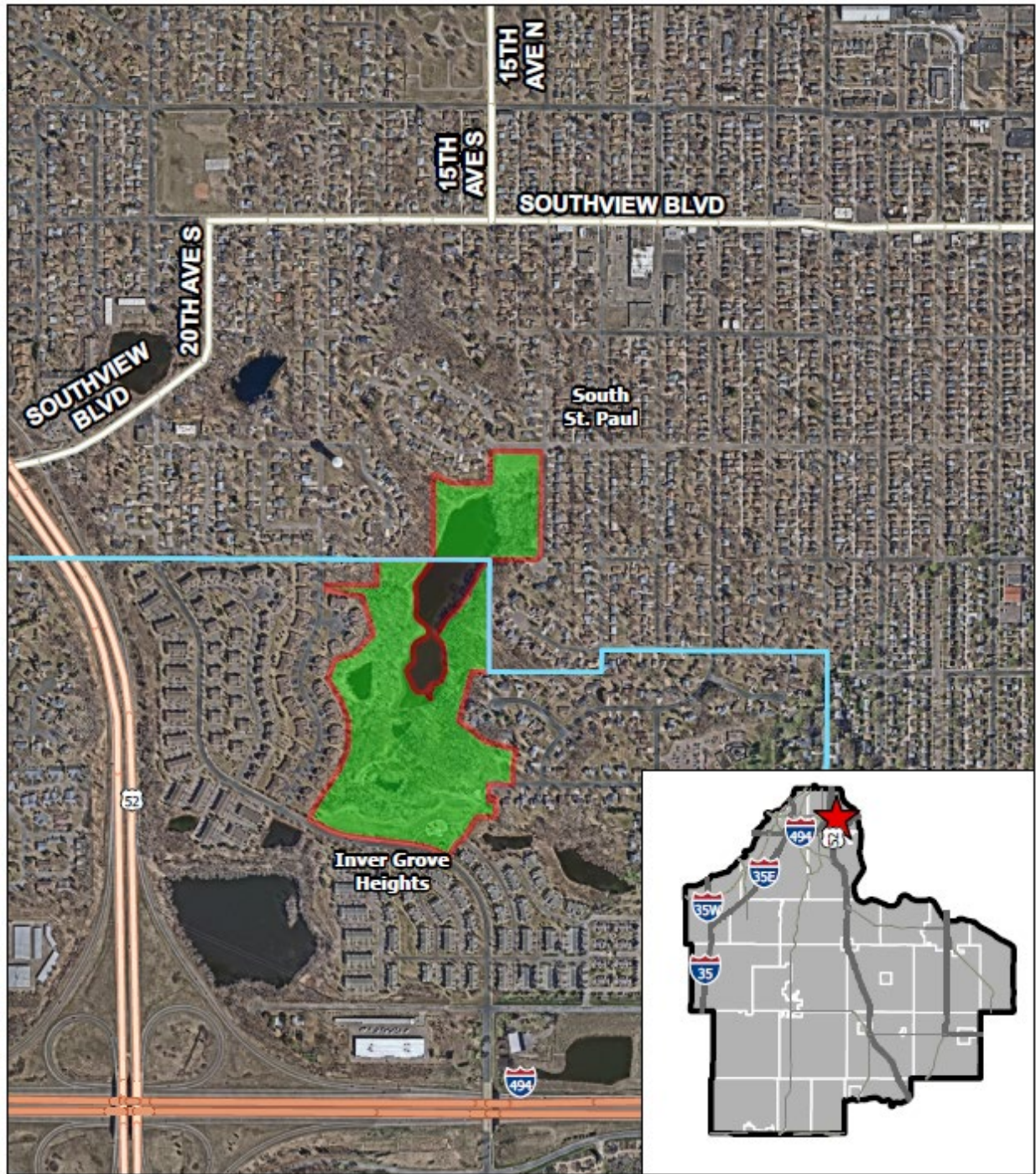
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**CONTACT**

Department Head: Niki Geisler

Author: Christian Klatt

# ATTACHMENT: Project Map



- City Boundary
- State Highway
- Interstate Highway
- Major Roads
- US Highway
- City Parks



# Board of Commissioners

## Request for Board Action

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Item Number: DC-5597

Agenda #: 11.1

Meeting Date: 5/19/2026

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**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Approve application for Assemblage of Large Numbers of People License for Midwest Mopars, Inc. for the Midwest Mopars in the Park car show and swap meet at the Dakota County Fairgrounds, 4008 220<sup>th</sup> Street West, Farmington, in Castle Rock Township, as recommended and authorized by the Public Services and Revenue Division to issue the license.

### SUMMARY

The application has been submitted by Midwest Mopars, Inc. to hold the Midwest Mopars in the Park car show and swap meet. The event will be held May 29-31, 2026, from 9:00 a.m. until 5:00 p.m. each day at the Dakota County Fairgrounds, 4008 220<sup>th</sup> Street West, Farmington, in Castle Rock Township.

Dakota County Ordinance No. 112 requires that no person shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage, sell or give tickets to an actual or anticipated assemble of 300 or more persons for an exhibition or show of any nature, whether on public or private property, unless a license to hold such an assembly has first been secured. The application has been reviewed for compliance with the ordinance and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department, and the Sheriff's Office. Castle Rock Township reviewed the application on April 28, 2026.

Under the Dakota County Ordinance, security and traffic controls must meet local and State requirements. Such controls shall include, but not be limited to, law enforcement officers having jurisdiction in Dakota County and any additional security officers sufficient to provide adequate security for the maximum number of people assembled, as recommended by the Dakota County Sheriff.

License holders are required to obtain a \$10,000 bond payable to Dakota County and commercial general liability insurance in the sum of \$1,000,000 per occurrence for bodily injury or death or property damage naming Dakota County as additional insured covering all injuries or damage caused by or as a result of the conduct of the assembly. The bond protects Dakota County up to \$10,000 from all loss or damage for which it is liable on account of issuance of the license. The commercial general liability coverage provides insurance coverage to Dakota County and members of the public

in the instance that they are injured or incur property damage through the actions of the license holder or their agents. This insurance coverage may relieve Dakota County of liability for general liability claims arising from actions taken by Sheriff's deputies while performing general security duties at the event.

**RECOMMENDATION**

Staff recommends approval of the application.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Revenue generated from the license is \$547.00 and will be recorded to the General Fund.

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

**RESOLUTION**

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 220<sup>th</sup> 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 220<sup>th</sup> Street West, Farmington, in Castle Rock Township, and authorizes the Public Services and Revenue division to issue the license.

**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: Sarah Kidwell





# Board of Commissioners

## Request for Board Action

Item Number: DC-5596

Agenda #: 11.2

Meeting Date: 5/19/2026

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Approve the application from the Dakota County Agricultural Society, Inc. for a temporary intoxicating on-sale liquor license during the Midwest Mopars in the Park car show from May 28-31, 2026.

### SUMMARY

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. An application has been received from the Dakota County Agricultural Society, Inc. to sell intoxicating liquor from May 28-31, 2026, during the Midwest Mopars in the Park car show at the Dakota County Fairgrounds located in Castle Rock Township. Castle Rock Township approved the application on April 28, 2026.

### RECOMMENDATION

Staff recommends approval of the license.

### EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from this license is \$77 and will be recorded as revenue in the General Fund.

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

### RESOLUTION

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.

### **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: Sarah Kidwell



# Board of Commissioners

## Request for Board Action

Item Number: DC-5595

Agenda #: 11.3

Meeting Date: 5/19/2026

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Approve the application from the Dakota County Agricultural Society, Inc. for a temporary intoxicating on-sale liquor license during the Dakota County Fair.

### SUMMARY

The Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division will not issue a 7-day temporary on-sale intoxicating liquor license to the agricultural society for sales during the county fair without prior approval by the county board. An application has been received from the Dakota County Agricultural Society, Inc. to sell intoxicating liquor during the Dakota County Fair that is held August 10-16, 2026, at the Dakota County Fairgrounds located in Castle Rock Township. Castle Rock Township approved the application on April 28, 2026.

### RECOMMENDATION

Staff recommends approval of the application.

### EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from this license is \$109 and will be recorded in the General Fund.

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

### RESOLUTION

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.

### **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: Sarah Kidwell



# Board of Commissioners

## Request for Board Action

Item Number: DC-5610

Agenda #: 11.4

Meeting Date: 5/19/2026

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Application For Exempt Permit To Hold Raffle For Folds Of Honor Minnesota Foundation LLC**

### PURPOSE/ACTION REQUESTED

Approve 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.

### SUMMARY

Gambling licenses are governed by the Minnesota Gambling Control Board. Nonprofit organizations may conduct raffles, bingo and other forms of lawful gambling according to Minnesota law. Lawful gambling consists of the operation, conduct or sale of bingo, raffles, paddle wheels, tip-boards and pull-tabs. Before approving the permit, the Minnesota Gambling Control Board requires county approval of an application when the gambling premises are located in a township.

An application was received from Folds of Honor Minnesota Foundation LLC to hold a raffle in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township on August 16, 2026. This organization is exempt from all requirements that apply to licensed gambling but must comply with the requirements set forth in Minn. Stat. § 349.166, subd. 2(a).

### RECOMMENDATION

Staff recommends approval of the application.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

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.

**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-5614

Agenda #: 11.5

Meeting Date: 5/19/2026

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**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

Approve application for Assemblage of Large Numbers of People License for Little Log House Properties for their annual antique power show at the Little Log House in Marshan Township, as recommended and authorized by the Public Services and Revenue Division to issue the license.

### SUMMARY

The application has been submitted by Little Log House Properties to hold their annual antique power show. The event will be held July 24-26, 2026, from 8:00 a.m. until 5:00 p.m. each day at the Little Log House in Marshan Township.

Dakota County Ordinance No. 112 requires that no person shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage, sell or give tickets to an actual or anticipated assemble of 300 or more persons for an exhibition or show of any nature, whether on public or private property, unless a license to hold such an assembly has first been secured. The application has been reviewed for compliance with the ordinance and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department, and the Sheriff's Office. Marshan Township is reviewing the application on May 19, 2026.

Under the Dakota County Ordinance, security and traffic controls must meet local and State requirements. Such controls shall include, but not be limited to, law enforcement officers having jurisdiction in Dakota County and any additional security officers sufficient to provide adequate security for the maximum number of people assembled, as recommended by the Dakota County Sheriff.

License holders are required to obtain a \$10,000 bond payable to Dakota County and commercial general liability insurance in the sum of \$1,000,000 per occurrence for bodily injury or death or property damage naming Dakota County as additional insured covering all injuries or damage caused by or as a result of the conduct of the assembly. The bond protects Dakota County up to \$10,000 from all loss or damage for which it is liable on account of issuance of the license. The commercial general liability coverage provides insurance coverage to Dakota County and members of the public in the instance that they are injured or incur property damage through the actions of the license holder or their agents. This insurance coverage may relieve Dakota County of liability for general

liability claims arising from actions taken by Sheriff's deputies while performing general security duties at the event.

**RECOMMENDATION**

Staff recommends approval of the application.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Revenue generated from the license is \$352 and will be recorded to the General Fund.

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

**RESOLUTION**

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.

**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

Item Number: DC-5682

Agenda #: 12.1

Meeting Date: 5/19/2026

**DEPARTMENT:** Human Resources

**FILE TYPE:** Regular Action

### TITLE

**Closed Executive Session: Discuss Labor Negotiations Strategy**

### PURPOSE/ACTION REQUESTED

Hold a closed executive session.

### SUMMARY

The Dakota County Attorney has advised that prior to closing a County Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the County Board must resolve by majority vote to close the meeting.

### RECOMMENDATION

The County Manager has recommended that a closed executive session be held during the Dakota County Board meeting on May 19, 2026, to discuss the following:

- Labor Negotiations Strategy

### EXPLANATION OF FISCAL/FTE IMPACTS

Fiscal impact will be discussed in the closed session.

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

### RESOLUTION

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.

### PREVIOUS BOARD ACTION

None.

**ATTACHMENTS**

Attachment: 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: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5675

**Agenda #:** 15.1

**Meeting Date:** 5/19/2026

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### Information

See Attachment for future Board meetings and other activities.

**May 18, 2026**

Monday

5:00 PM - 5:00 PM

**Public Open House #3: Delaware Ave/Butler Ave Project -- West St. Paul City Hall, 1616 Humboldt Ave, West St. Paul, Council Chambers**

**May 19, 2026**

Tuesday

9:00 AM - 9:00 AM

**Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast**  
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

**Dakota County General Government & Policy Committee Meeting ( or following CB ) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

9:30 AM - 9:30 AM

**Regional Railroad Authority - CANCELED -- Administration Center, 1590 Highway 55, Boardroom, Hastings**

3:00 PM - 3:00 PM

**Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom**

**May 20, 2026**

Wednesday

12:30 PM - 12:30 PM

**MICA Board Meeting -- Radisson Hotel, 161 Saint Anthony Ave, St. Paul**

**May 21, 2026**

Thursday

9:00 AM - 9:00 AM

**Metropolitan Council State of the Region 2026 -- Ames Center, 12600 Nicollet Ave, Burnsville**

4:00 PM - 4:00 PM

**Lebanon Hills Maintenance Facility and Greenhouse Ribbon-Cutting -- Lebanon Hills Maintenance Facility, 740 Cliff Road, Eagan**

**May 25, 2026**

Monday

8:00 AM - 8:00 AM

**County Offices Closed - Memorial Day Holiday**

**May 27, 2026**

Wednesday

9:15 AM - 9:15 AM

**Metropolitan Mosquito Control District Executive Committee Meeting -- Metropolitan Mosquito Control District 2099 University Ave. W, St. Paul**

4:30 PM - 4:30 PM

**Minnesota Valley Transit Authority Board Meeting -- Burnsville Bus Garage, 11550 Rupp Drive, Burnsville**

**May 28, 2026**

Thursday

1:00 PM - 1:00 PM

**Vermillion River Watershed Joint Powers Board Meeting - CANCELED --**

6:00 PM - 6:00 PM

**Dakota County Planning Commission Meeting -- Lebanon Hills, 860 Cliff Road, Eagan**

**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, Boardroom, Hastings or View Live Broadcast  
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>**

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**



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-5676

**Agenda #:** 16.1

**Meeting Date:** 5/19/2026

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Adjournment