



# Dakota County

## Board of Commissioners

### Agenda

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Tuesday, April 22, 2025

9:00 AM

Boardroom, Administration Center,  
Hastings, MN

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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)

**1. Call to Order and Roll Call**

**2. Pledge of Allegiance**

**3. Audience**

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

**4. Agenda**

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

**5. Public Hearing**

**5.1 *Physical Development Administration* - Public Hearing To Receive Comments On Draft Dakota County Consortium Five-Year 2025-2029 Consolidated Plan And Fiscal Year 2025 One-Year Action Plan For Community Development Block Grant, HOME Investment Partnerships, And Emergency Solutions Grant Programs**

### CONSENT AGENDA

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

**6.1 Approval of Minutes of Meeting Held on April 8, 2025**

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

**7.1 *Parks* - Authorization To Release Draft 2050 Vision Plan for Parks, Greenways, And Natural Systems For Public Review**

- 7.2 *Parks* - Authorization To Execute Joint Powers Agreements With Independent School District 199, And Inver Hills Community College For Interpretive And Wayfinding Installations And Programming Implementation Along Unity Trail
- 7.3 *Parks* - Authorization For Contract Amendment Three With Short-Elliott-Hendrickson, Inc. To Provide Additional Design For Greenway Trail And Memorial Nodes And Construction Administration For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147
- 7.4 *Transportation* - Authorization To Award Bid And Execute Contract With Schumacher Excavating Inc. And Amend 2025 Adopted Budget For State-Funded Township Bridge Replacement Projects, Existing Bridge L3285 Located In Hampton and Douglas Townships, And Existing Bridge L3249 Located in Marshan Township, County Projects 97-144 And 97-164
- 7.5 *Public Health* - Adoption Of 2025-2026 Strategic Plan From County Board Appointed Opioid Response Advisory Committee

## **8. Central Operations**

- 8.1 *Finance* - Report On Invoices Paid In March 2025
- 8.2 *Information Technology* - Authorization To Execute Joint Powers Agreement Between Dakota County And Dakota County Community Development Agency For Employee Benefit Participation, Human Resources And Information Technology Services
- 8.3 *Office Of Risk Management* - Authorization To Update Policy 2200 Liability Loss Reserve Policy And Amended Delegation Of Claims Approval Authority

## **9. County Board/County Administration**

- 9.1 *Office Of The County Manager* - Acceptance Of Resignation From Member Of Public Art Committee
- 9.2 *Office Of The County Manager* - Authorization To Amend 2025 Budget Workshop Schedule And Schedule Open Meeting And Data Practices Overview Workshop

## **10. Physical Development**

- 10.1 *Physical Development Administration* - Authorization To Execute 2025 Lease Agreement For Agricultural Use Of County Property
- 10.2 *Facilities Management* - Authorization To Execute Management Agreement Between Dakota County And Guild For Space Located At Crisis And Recovery Center And Execute Declaration For Crisis And Recovery Center

- 10.3 *Facilities Management* - Authorization To Execute Professional Services Contract With Hammel, Green And Abrahamson, Inc. For Burnhaven Library Renovation Project
- 10.4 *Environmental Resources* - Authorization To Execute Technical Assistance Agreement with U.S. Geological Survey For Analysis Of Drinking Water Samples
- 10.5 *Parks* - Authorization To Execute Contract Amendment With Short Elliot Hendrickson, Inc. For Professional Services For Minnesota River Greenway Fort Snelling Segment In Burnsville And Eagan, Project P00127
- 10.6 *Transportation* - Authorization To Execute Contract With HR Green, Inc. For Professional Services For Highway 42 Pedestrian And Traffic Safety Improvements In Hastings And Amend 2025 Transportation Capital Improvement Program Budget, County Project 42-161
- 10.7 *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 10.8 *Transportation* - Authorization To Amend Budget To Transfer Funds From Transportation Capital Improvement Program Transit Set Aside To Social Services Jail Transportation Project
- 10.9 *Transportation* - Authorization To Submit Grant Application For Corridors Of Commerce Project Readiness Activities For Financial Year 2025
- 10.10 *Transportation* - Authorization To Execute Reimbursement And Relocation Agreement With Northern States Power Company And Authorization To Execute Encroachment Agreement With Enterprise Energy LLC And Marathon Pipe Line LLC Along County State Aid Highway 32 In City Of Inver Grove Heights, County Project 32-65

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

- 11.1 *Public Services and Revenue Administration* - Scheduling Of Public Hearing To Receive Comments On Proposed Ordinance Regulating Registration And Sale Of Cannabis Products, And Amend 2025 Fee Schedule
- 11.2 *Public Services and Revenue Administration* - Approval Of Intoxicating Liquor Consumption And Display (Set Up) Permit For United Steel Workers, Local 662
- 11.3 *Public Services and Revenue Administration* - Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Dakota County Fair From Dakota County Agricultural Society, Inc.

- 11.4** *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.
- 11.5** *Public Services and Revenue Administration* - Approval Of Application For Assemblage Of Large Number Of People License For Farmington Area Enhancement Group
- 11.6** *Public Services and Revenue Administration* - Approval Of Application For Assemblage Of Large Numbers Of People License For Midwest Mopars, Inc.

### **REGULAR AGENDA**

#### **12. Presentation**

- 12.1 Metropolitan Mosquito Control District Annual Presentation

#### **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)

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# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4401

**Agenda #:** 4.1

**Meeting Date:** 4/22/2025

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Approval of Agenda (Additions/Corrections/Deletions)



# Board of Commissioners

## Request for Board Action

Item Number: DC-4188

Agenda #: 5.1

Meeting Date: 4/22/2025

**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Regular Action

### TITLE

**Public Hearing To Receive Comments On Draft Dakota County Consortium Five-Year 2025-2029 Consolidated Plan And Fiscal Year 2025 One-Year Action Plan For Community Development Block Grant, HOME Investment Partnerships, And Emergency Solutions Grant Programs**

### PURPOSE/ACTION REQUESTED

Conduct a public hearing to receive comments on the draft Dakota County Consortium 2025-2029 Five-Year Consolidated Plan (2025-2029 Consolidated Plan) and Fiscal Year (FY) 2025 One-Year Action Plan (2025 Action Plan) for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs.

### SUMMARY

The Dakota County Community Development Agency (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. Federal regulations require the completion of a Five-Year Consolidated Plan and subsequent annual Action Plans in order to guide the use of the federal funds. The Consolidated Plan establishes the grantee's funding priorities and distribution process. The proposed activities for the 2025 Action Plan meet the housing and community development priorities proposed in the 2025-2029 Consolidated Plan. The U.S. Department of Housing and Urban Development (HUD) has not released the grant amounts for the three entitlement programs for FY 2025. Until the grant amounts are released, the FY 2024 allocations are used for planning purposes per HUD procedures. Possible changes to the grant amounts are discussed in each program's section below. The Executive Summary of the draft 2025-2029 Consolidated Plan and 2025 Action Plan is attached, along with affidavits of the public hearing notice.

CDBG. Dakota County was allocated \$1,873,895 in FY 2024 CDBG funds. Funding for activities generally will be increased or decreased proportionally depending on any increase or decrease to the FY 2025 grant amount, subject to statutory requirements. Proposed uses for the FY 2025 CDBG grant are as follows: affordable housing rehab (64%), public services (12%), neighborhood revitalization (5%), down payment assistance (2%), planning (4%), and grant administration (13%). There is an additional estimated \$400,000 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 26 city and township activities, three Countywide activities, and two grant administration activities be funded.

**HOME.** The Dakota County HOME Consortium was allocated \$2,127,171 in FY 2024. Including program income, the FY 2025 HOME allocation could be \$2,458,250. Proposed uses for the Dakota County HOME funds totaling \$864,077, including program income, are affordable rental housing (36%), affordable homeowner housing (36%), Community Housing Development Organization (CHDO) activities (13%), and grant administration (14%). HOME activities will be proportionally increased or decreased based on the final HOME allocation received from HUD, except the CHDO activities will not exceed 15 percent of the total HOME allocation. The CDA recommends the four Dakota County activities receive HOME funds.

**ESG.** Dakota County was allocated \$172,422 in FY 2024 ESG funds. Proposed uses for the FY 2025 ESG funds include emergency shelter operations (60%), rapid re-housing activities (27.5%), homelessness prevention activities (2%), the Homeless Management Information System (3%), and grant administration (7.5%). Funding for activities generally will be increased or decreased proportionally depending on any increase or decrease to the FY 2025 grant amount, subject to statutory requirements. The Affordable Housing Coalition recommended approval of the draft ESG budget on February 13, 2025.

## RECOMMENDATION

Dakota County and CDA staff recommend the County Board conduct a public hearing to receive comments on the draft Dakota County Consortium 2025-2029 Five-Year Consolidated Plan and FY 2025 One-Year Action Plan.

## EXPLANATION OF FISCAL/FTE IMPACTS

For FY 2025, Dakota County is anticipated to receive a CDBG grant of \$1,873,895, a HOME grant of \$864,077, including program income (Consortium total of \$2,458,250), and an ESG grant of \$172,422.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> None                | <input type="checkbox"/> Current budget | <input checked="" type="checkbox"/> Other     |
| <input type="checkbox"/> Amendment Requested |   | <input type="checkbox"/> 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, the Dakota County Community Development Agency (CDA) administers the CDBG, ESG, and HOME 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, ESG, and HOME funds and between Dakota County and the Dakota County CDA for CDBG, ESG, and HOME program administration; and

WHEREAS, HUD requires the development and submission of a 2025-2029 Five-Year Consolidated Plan that outlines the strategies and objectives of Dakota County's use of the federal funds; and

WHEREAS, HUD further requires the development and submission of the Fiscal Year (FY) 2025 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 2025; and

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

WHEREAS, HUD has not released the grant amounts for the three entitlement programs for FY 2025, and the draft 2025 One-Year Action Plan uses the FY 2024 approved budgets for the three programs for planning purposes; and

WHEREAS, if there are changes to the budget amounts when HUD releases the final FY 2025 grant amount, the budgets will be amended as follows: the CDBG budget generally will be increased or decreased proportionally depending on any increase or decrease to the grant amount subject to statutory limits on public service activities and planning and grant administration activities; the HOME budget generally will be increased or decreased proportionally depending on any increase or decrease to the grant amount except that funding for Community Housing Development Organization (CHDO) activities will not exceed 15 percent; and the ESG budget generally will be increased or decreased proportionally depending on any increase or decrease to the grant amount subject to statutory limits on emergency shelter operations and grant administration activities; and

WHEREAS, the anticipated Dakota County FY 2025 CDBG allocation is \$1,873,895 with \$400,000 of anticipated program income, the anticipated Dakota County FY 2025 HOME allocation is \$864,077, including program income (Consortium total of \$2,458,250), and the anticipated Dakota County FY 2025 ESG allocation is \$172,422; and

WHEREAS, CDA staff recommends allocating FY 2025 CDBG funds to 26 eligible activities for cities and townships, three Countywide activities, and two grant administration activities as follows: affordable housing rehab (64%), public services (12%), neighborhood revitalization (5%), down payment assistance (2%), planning (4%), and grant administration (13%); and

WHEREAS, CDA staff recommends allocating FY 2025 HOME funds to four eligible activities as follows: affordable rental housing (36%), affordable homeowner housing (36%), CHDO activities (14%), and grant administration (14%); and

WHEREAS, CDA staff recommends allocating FY 2025 ESG funds to five eligible activities as follows: emergency shelter operations (60%), rapid re-housing activities (27.5%), homelessness prevention activities (2%), Homeless Management Information System (3%), and grant administration (7.5%); and

WHEREAS, HUD requires a public hearing to receive comments and inform the public on the draft Dakota County 2025-2029 Five-Year Consolidated Plan and the 2025 One-Year Action Plan that outlines the strategies and objectives for the proposed allocation of FY 2025 CDBG, ESG, and HOME funds; and

WHEREAS, the Notice of Public Hearing was published in the *Hastings Journal* and the *Star Tribune* on April 3, 2025, and posted on the websites of participating cities, the Dakota County CDA website

at [www.dakotacda.org](http://www.dakotacda.org) <<http://www.dakotacda.org>>, and the Dakota County website at [www.co.dakota.mn.us](http://www.co.dakota.mn.us) <<http://www.co.dakota.mn.us>>.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners conducted a public hearing for April 22, 2025, at 9:00 a.m. in the Board Room, Administration Center, 1590 Highway 55, Hastings, MN, to receive comments on the draft Dakota County Consortium 2025-2029 Five-Year Consolidated Plan and the Fiscal Year 2025 One-Year Action Plan, including proposed Community Development Block Grant Program activities funded with an anticipated budget of \$1,873,895, HOME Investment Partnerships Program activities funded with an anticipated budget of \$864,077, including program income (Consortium total of \$2,458,250), and Emergency Solutions Grant Program activities with an anticipated budget of \$172,422.

### PREVIOUS BOARD ACTION

None.

### ATTACHMENTS

Attachment: Draft 2025-2029 Consolidated Plan and FY 2025 Action Plan Executive Summary

Attachment: Affidavit of Publication and Public Hearing Notice

Attachment: Presentation Slides

### BOARD GOALS

☒ A Great Place to Live

☐ A Healthy Environment

☐ A Successful Place for Business and Jobs

☐ Excellence in Public Service

### CONTACT

Department Head: Erin Stwora

Author: Maggie Dykes

# DAKOTA COUNTY

## 2025-2029 CONSOLIDATED PLAN AND 2025 ACTION PLAN

# DRAFT



EXECUTIVE SUMMARY  
Compiled by the Dakota County  
Community Development  
Agency

Last updated March 7, 2025

## Executive Summary

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

#### 1. Introduction

In 1974, Congress enacted the Housing and Community Development Act stating the nation's cities, towns and urban communities faced critical social, economic, and environmental problems resulting from:

- Population growth and concentrations of lower income people
- Inadequate investment and reinvestment in housing and other physical facilities resulting in the growth and persistence of slum and blight, and
- Increased energy costs that undermined the quality and effectiveness of local community and housing development.

The response was to consolidate several overlapping competitive community development funding programs into one consistent system of federal aid and provide communities (entitlement jurisdictions) a direct allocation of a portion of federal financial assistance on an annual basis.

Dakota County became eligible to receive a direct allocation of federal funding in 1984 after being designated an "Urban County", which is a county with a population of 200,000 or more. Dakota County began receiving Community Development Block Grant (CDBG) funds in 1984. In 1992, after forming a consortium with Anoka, Ramsey and Washington Counties and the City of Woodbury, Dakota County began receiving HOME Investment Partnerships Program (HOME) funds. In 2013, Dakota County became eligible to receive an allocation of Emergency Solutions Grant (ESG) funds.

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 CDBG, HOME, and ESG Programs.

The Consolidated 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, for primarily low- and moderate-income households over the next five-year period.

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. As the grantee of CDBG funds, Dakota County directly works with the various municipalities within the County to provide access to this funding stream (municipal subrecipients).



The Dakota County Community Development Agency (CDA) has been the administering entity for these federal funds on behalf of Dakota County since Dakota County became an entitlement jurisdiction in 1984. Each of the three entitlement programs has eligible activities for 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.

## 2. Summary of the objectives, priority goals and outcomes identified in the Plan Needs Assessment Overview

The overarching goal of the programs covered by the Consolidated Plan is the development of viable urban communities. This is to be achieved by providing decent housing, a suitable living environment, and expanding economic opportunities to predominantly benefit low-and moderate-income persons. HUD defines low-and moderate-income households as having an annual gross income at or below 80 percent of the area median income. As of 2019, the area median income for Dakota County was \$100,000 for a four-member household.

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, support fair housing choice, and continue to foster partnerships with community stakeholders.

As part of the evaluation to determine the priority goals for the five-year Consolidated Plan, HUD requires the jurisdiction to look at the needs of the community. Dakota County CDA reviewed U.S. Census and American Community Survey (ACS) data, and the projection of future household growth by the Metropolitan Council, Minnesota Compass, and State of Minnesota Demography Center. Additionally, the CDA commissioned a housing needs assessment study in 2019 completed by Maxfield Research Inc., and conducted a sample survey of Dakota County residents to solicit their opinion of the needs.



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 people as possible given the parameters of the funding programs.



The chart on the following page details the strategies.

## DRAFT 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	a. Support the implementation and operation of coordinated access entry sites for families, youth and singles b. Support housing stabilization initiatives for homeless populations c. Support the operation of emergency shelter facilities	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	a. Assist households to secure housing through new construction b. Improve energy efficiency of rental units c. Rehabilitate and preserve affordability in multifamily units d. Support fair housing activities e. Provide rental assistance		<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	a. Increase supply of affordable homeowner housing b. Improve energy efficiency of owner-occupied housing units c. Rehabilitate and preserve affordability in single family units d. Support fair housing activities		<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>			
				3	Increase access and quality of living by providing public services and supporting public facilities.		Community Development	a. Assist LMI homeowners with street assessments b. Improve accessibility in public buildings to comply with ADA regulations	<ul style="list-style-type: none"><li>• 500 Persons benefited from public facility or infrastructure improvement</li></ul>	
		Public Services	a. Support programs that fulfill basic needs (food and shelter) for people who are low-income and/or homeless b. Support programs for youth c. Support programs for seniors d. Support transportation services e. Support housing counseling services				<ul style="list-style-type: none"><li>• 13,000 Persons benefited from public services</li></ul>			
		4	Support community development that revitalizes neighborhoods and removes safety and blight hazards.	Neighborhood Revitalization	a. Address vacant or substandard properties that may or may not be suitable for rehab b. Address water and sanitation hazards c. Address contamination clean up issues			<ul style="list-style-type: none"><li>• 150 Households assisted</li></ul>		
		5	Support economic development that enhances the workforce and businesses.	Economic Development	a. Support work initiatives that assist residents to access living wage jobs b. Support initiatives that help low-income people gain work skills, jobs and employment history c. Provide financial assistance to businesses to address building deficiencies (exterior façade improvements)			<ul style="list-style-type: none"><li>• Façade treatment/business building rehabilitation: 2 Businesses</li></ul>		

### 3. Evaluation of past performance

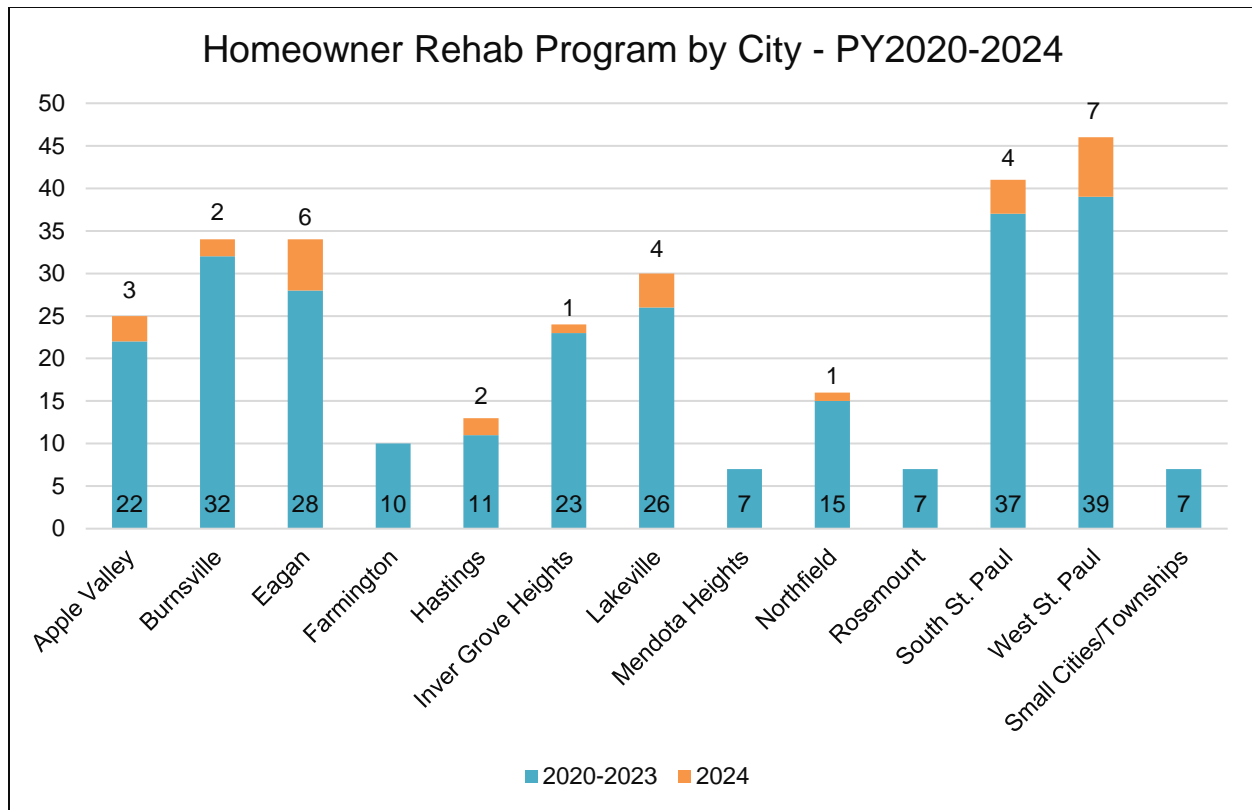
Dakota County has done well in meeting or exceeding most of the goals that were established in the 2020-2024 Consolidated Plan. As the fifth year of the Consolidated Plan and final year action plan nears completion, the following narrative and graphics highlight the outcomes Dakota County was able to achieve with CDBG, HOME and ESG funding.

Note for the reader: The program year for the funding sources discussed in this plan runs from July 1<sup>st</sup> to June 30<sup>th</sup>. Because the 2024 program year will not be completed until June 30, 2025, the accomplishments highlight the beneficiaries and the attainment of goals through a designated period of the 2024 program year.

- **Homeowner Rehabilitation Program**

From July 2020 to December 2024, the CDA's Home Improvement Loan Program has funded rehabilitation work for 294 single family homes. Since July 2020, approximately \$6.5 million dollars in CDBG funds have been utilized to provide low-to-moderate income homeowners rehab loans to complete projects ranging from window replacement, roofing and siding replacement, HVAC updates, and kitchen or bathroom remodels. The loans are zero percent and deferred, meaning the homeowner does not need to repay the loan until they sell the house or refinance for reasons other than rate or term. A 30-year mortgage is placed on the property to ensure the loan is repaid. Because the loan does not accrue interest, the homeowner only pays back the principal loan amount.

To date this program year (March 2025), 30 homeowners have completed their rehabilitation projects, receiving an average loan of \$30,201.



- **New Affordable Housing Construction**

Dakota County has prioritized spending HOME funds, approximately \$540,000 each year, on the development of new affordable housing units. By the middle of PY2024, 16 new HOME rental units of affordable housing had been added in Dakota County, with new housing developments still in the pipeline.

Additional developments close to completion in 2025 will add 40 more units for those who have incomes at or below 80 percent of area median income. Denmark Trail, a CDA owned workforce housing development, will be completed in mid to late 2025 and will add 40 affordable units and six HOME units.



(Photo provided by Dakota County CDA)

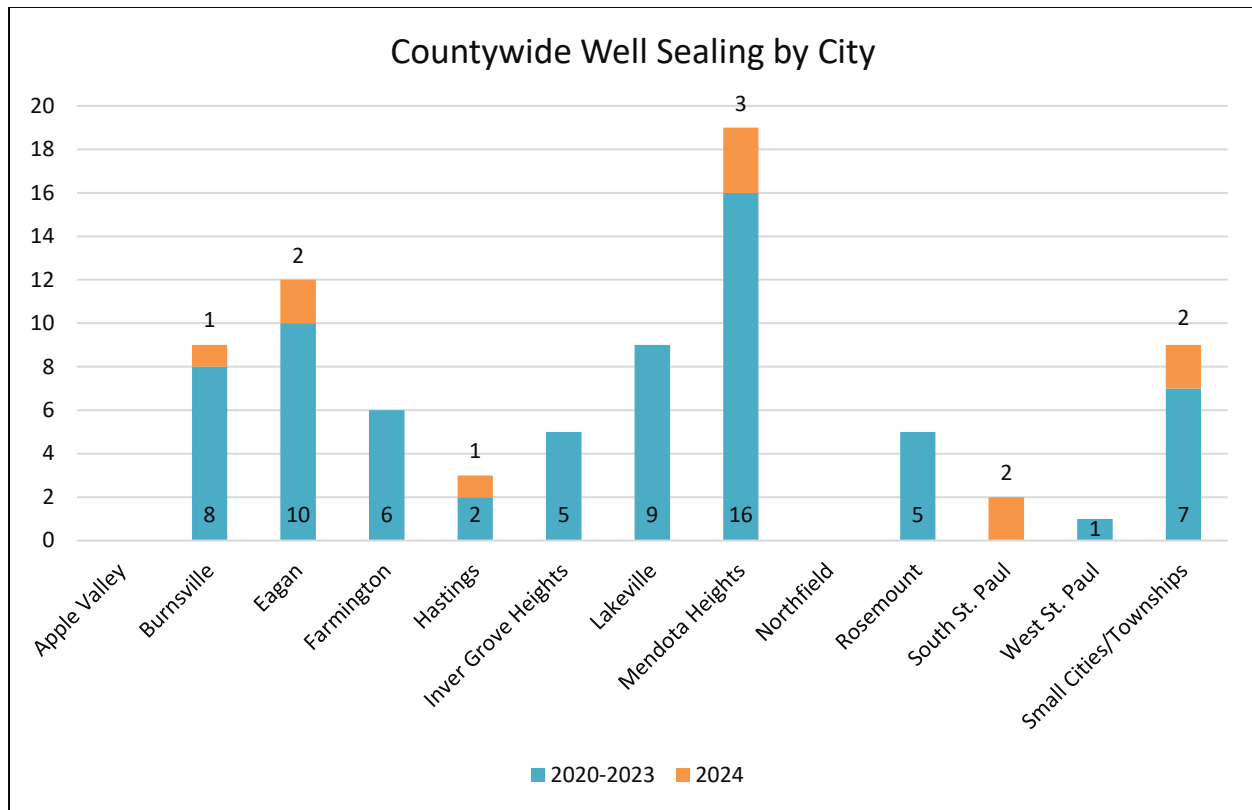
- **Homelessness Activities**

For households in Dakota County that are currently homeless or at-risk of becoming homeless, ESG funds have been used rapid re-housing activities, homelessness prevention, emergency shelter operations, data collection, and grant administration. The rapid re-housing and homelessness prevention activities include assistance with application fees, security deposits and first month's rent, in addition to on-going rental assistance payments to provide households with permanent housing. Payment of rental arrears is also an approved action to help a household gain access to permanent housing.

From PY 2020 through PY 2023, 700 households were helped with ESG funds. Data for PY 2024 is not yet available.

- **Well Sealing Grant Program**

The Countywide well-sealing grant program reimburses Dakota County homeowners up to half of the total cost to seal an unused and/or abandoned well. Unused or abandoned wells are a potential threat to health, safety, and the environment. Wells can provide safe water for many years but as these wells age, they may deteriorate and lose their ability to keep contaminants out of the water supply. A total of 69 wells were properly sealed from PY 2020 to PY 2023, with an average reimbursement grant of \$1,350 for the property owner. This program combines private funds with CDBG funding. For every dollar of CDBG spent, at least one dollar of non-CDBG money is spent. This means that the \$108,867 of CDBG funding that has been expended since PY 2020 leveraged an additional \$108,867 in private funding.



#### 4. Summary of citizen participation process and consultation process

The process followed to develop the current Consolidated Plan included citizen participation along with stakeholder consultation to assist in identifying community needs and strengthen partnerships. Staff developed an outline for the process in January 2024 and began collecting citizen and stakeholder input in June 2024. The process identified for the 2025-2029 Consolidated Plan was first to identify the needs of the community by soliciting input from the community and then analyze various data sources to complete the needs assessment.

##### I. Citizen Participation (Ongoing).

A majority of the feedback received from citizens was received in the summer of 2024. The following highlights the engagement process conducted:

1. Dakota County Fair (August 2024) – The Dakota County CDA had a booth located on one of the main thoroughfares at the Dakota County Fair. Staff members requested fairgoers complete a visual preference survey on priorities for their community. The survey was completed by placing a dot on pictures of the issues that citizens deemed most important. The CDA received 76 responses.

2. Eagan Market Fest (July and August 2024) – The Dakota County CDA had a booth at the Eagan Market Fest on July 10th and August 28th. Staff members requested attendees complete a visual survey and identify the top three priorities in their community. The Eagan Market Fest is an open-air market held by the City of Eagan every Wednesday evening in the summer. A total of 105 responses were received at the events.
3. Community Needs Survey (August 2024) – Dakota County CDA designed a survey for CDA residents, city officials, elected officials, service providers, and developers to complete. The survey was distributed to stakeholders mainly through email and face-to-face meetings with partners.
  - The CDA emailed more than 1,718 residents of Dakota County CDA housing a copy of the survey; 240 residents responded.
  - A link to the survey was e-mailed and provided at the July virtual meeting to the Affordable Housing Coalition (AHC), the local advisory body for several housing issues and funding, most notably the Continuum of Care. The e-mail list-serve includes service providers, elected officials and advocates of affordable housing in Dakota County. Eleven (11) individuals responded to the survey from the AHC.
  - The survey link was emailed to current city council elected officials requesting their participation and to city and township community development/planning staff. Twenty-eight (28) city elected officials and city and township staff responded to the survey.
  - The survey link was emailed to developer partners that have had previous contact or partnership with the Dakota County CDA. Three developers responded.

A total of 282 residents and community partners completed the survey.

## II. Community partners consultation (October 2024 – March 2025).

1. October 10, 2024 – Dakota County CDA staff presented initial data and solicited feedback regarding the affordable housing needs at the October meeting of the Affordable Housing Coalition for the Consolidated Plan public meeting.
2. October 10, 2024 – Dakota County CDA staff presented initial Consolidated Plan data to Community Development Directors and economic development staff of the 12 large cities in Dakota County.
3. October 24, 2024 – Consortium-wide public meeting. Staff from each Consortium member attended and prepared a presentation about initial data and the next steps for the development of the Consolidated Plan. A public notice for the meeting was



published in the *Minnesota Star Tribune* on September 23, 2024. No members of the public attended.

4. November 6, 2024 – CDA staff presented preliminary data and information about the Consolidated Plan to the Dakota-Scott Workforce Board Business Services Committee.
5. November 14, 2024 - The development timeline and process of the Consolidated Plan were discussed at the annual CDBG workshop. All municipalities in the County are required to formally apply for CDBG funding and request funding for activities that would best serve their community needs. CDBG applications were provided to municipal staff mid-November 2024 and were placed on the CDA's website.
6. November 14, 2024 – The ESG Notice of Funding Availability and 2025 ESG application were sent to the Affordable Housing Coalition and potential applicants. Applications were due to the CDA by January 17, 2025. It should be noted that 2025 applications for CDBG and ESG funding were first guided by the priorities established in the 2020-2024 Consolidated Plan and reviewed with the priorities proposed in the current Plan.
7. October 2024 – January 2025 - CDA staff consulted with the Dakota County Physical Development department, specifically the Environmental Resource Division, and the Community Services department. The departments provided feedback on the proposed goals and objectives.

In addition to the above-listed meetings, the following public meetings were held to receive comments about the proposed Consolidated Plan and Action Plan:

1. February 13, 2025 – The Affordable Housing Coalition discussed the Consolidated Plan goals and the ESG applications at its monthly public meeting.
2. February 18, 2025 - Dakota County Board of Commissioners reviewed Countywide CDBG community needs and eligible activities at a public meeting.
3. February 20, 2025 – Presentation of the Consolidated Plan at the bi-monthly City-County Economic Development meeting; the meeting attendees included cities in Dakota County.
4. March 25, 2025 – Dakota County Board of Commissioners reviewed Consolidated Plan goals and activities at a public meeting.
5. March 8, 2025 – Dakota County CDA will publish the notice starting the minimum 30-day comment period for the Consolidated Plan.

### III. Public Hearing Process (March 2025 – May 2025).



1. March 8, 2025 – Thirty-day public comment period began for the Consolidated Plan with the public comment notice published in the following newspapers: *Minnesota Star Tribune*, *Dakota County Tribune*, and the *Hastings Star Gazette*.
2. April 1, 2025 – Public Hearing notice published in the *Minnesota Star Tribune*.
3. April 22, 2025 – Public hearing for the 2025-2029 Consolidated Plan and 2025 Action Plan will be held at the Dakota County Board of Commissioner's meeting. Public comments should be submitted via email or in person.
4. May 6, 2025 (dependent on when HUD releases FY 2025 allocations) – Dakota County Board of Commissioners will be asked to approve the 2025-2029 Consolidated Plan and 2025 Action Plan.

## 5. Summary of public comments

The CDA will continue to solicit public comments on the draft Consolidated Plan but the official public comment period for the 2025-2029 Consolidated Plan will open in March 2025. Comments received during the public comment period will be recorded and included in the final 2025-2029 Consolidated Plan and 2025 Action Plan. Comments from surveys and community consultation have already been incorporated.

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

All public comments received will be accepted.

## 7. Summary of Program Year 2025 Funds and Activities

HUD has not yet released the Program Year 2025 allocations. HUD requires that entitlement communities use their previous year's allocation for planning purposes. For the 2025 program year, Dakota County has set funding for 40 activities to take place either within a specified city or on a Countywide basis. The breakout is 31 activities are funded with CDBG, five activities are funded with ESG, and three activities are funded with HOME.

The following activity statement and graphs detail the intended uses (activities) of CDBG, HOME and ESG funds for Program Year 2025 based on the Program Year 2024 allocations. The contingency plan for FY 2025 is as follows:

- CDBG: Most CDBG activities generally will be increased or decreased by the percentage of the increase or decrease of the FY 2025 CDBG allocation, except that public service activities will be kept to 15 percent of the total allocation. Planning

activities and grant administration will not exceed 20 percent of the total CDBG allocation.

- HOME: All HOME activities will be proportionally increased or decreased based on the final HOME allocation received from HUD, except that Anoka County's Affordable Homeownership activity will remain at \$150,000 in the event of an increase or decrease in funding, the grant administration activity will remain at 10 percent and the CHDO activities will remain at 15 percent of the total HOME allocation.
- ESG: Funding for all activities will be increased or decreased proportionally by the percentage of the increase or decrease to the FY 2025 ESG allocation, except that grant administration activities will remain at 7.5 percent and emergency shelter operations will not exceed 60 percent of the total grant funds.

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 DRAFT PY2025  
Community Development Block Grant (CDBG),  
HOME Investment Partnerships (HOME),  
and Emergency Solutions Grant (ESG) Activity Statements**

**Dakota County DRAFT 2025 CDBG Activity Statement**

**Small Cities and Townships:**

City	Project	2025 Budget
Vermillion Twp.	Planning & Admin - Buildable Site Inventory Map	\$ 11,000.00
	<b>Total</b>	<b>\$ 11,000.00</b>

**Large Cities:**

City	Project	2025 Budget
Apple Valley	Home Improvement Loan Program	\$ 139,923
	Public Service - DARTS Senior Chore Service	\$ 24,700
	<b>Total</b>	<b>\$ 164,623</b>

City	Project	2025 Budget
Burnsville	Home Improvement Loan Program	\$ 233,508
	<b>Total</b>	<b>\$ 233,508</b>

City	Project	2025 Budget
Eagan	Home Improvement Loan Program	\$ 169,849
	Public Service - Pre-School Program	\$ 12,000
	Public Service - Youth After School Programs	\$ 6,000
	Public Service - DARTS Senior Chore Services	\$ 5,000
	Public Service - Dakota Woodlands Youth	\$ 1,500
	Public Service - Senior Services	\$ 6,000
	<b>Total</b>	<b>\$ 200,349</b>

City	Project	2025 Budget
Farmington	Home Improvement Loan Program	\$ 41,618
	Public Service - Senior Services	\$ 5,000
	<b>Total</b>	<b>\$ 46,618</b>

City	Project	2025 Budget
Hastings	Assessment Abatement	\$ 44,879
	<b>Total</b>	<b>\$ 44,879</b>

City	Project	2025 Budget
Inver Grove Heights	Home Improvement Loan Program	\$ 96,446
	<b>Total</b>	<b>\$ 96,446</b>

City	Project	2025 Budget
Lakeville	Home Improvement Loan Program	\$ 71,707
	Planning & Admin - Industry Cluster Analysis	\$ 18,511
	Planning & Admin - Downtown Development Guide	\$ 3,000
	Public Service - Senior Transportation	\$ 35,000
	Public Service - Senior Services	\$ 15,194
	<b>Total</b>	<b>\$ 143,412</b>

City	Project	2025 Budget
Mendota Heights	Home Improvement Loan Program	\$ 17,211
	<b>Total</b>	<b>\$ 17,211</b>

City	Project	2025 Budget
Northfield	Homeownership Assistance - Down Payment Assistance	\$ 48,000
	Planning & Admin - Land Development Code	\$ 6,066
	<b>Total</b>	<b>\$ 54,066</b>

City	Project	2025 Budget
Rosemount	Home Improvement Loan Program	\$ 11,778
	Planning & Admin - Downtown Framework Update	\$ 30,000
	<b>Total</b>	<b>\$ 41,778</b>

City	Project	2025 Budget
South St. Paul	Home Improvement Loan Program	\$ 71,112
	<b>Total</b>	<b>\$ 71,112</b>

City	Project	2025 Budget
West St. Paul	Home Improvement Loan Program	\$ 85,811
	<b>Total</b>	<b>\$ 85,811</b>

Countywide	Project	2025 Budget
Dakota County	Home Improvement Loan Estimated Revolving Loan	\$ 400,000
	Planning & Admin - CDA General Grant Administration	\$ 234,237
	Countywide Home Improvement Loan	\$ 255,845
	Public Service - Housing Counseling	\$ 110,000
	Countywide Septic System Repair/Replacement Grants	\$ 60,000
	Planning & Admin - Fair Housing (Landlord Training)	\$ 3,000
	<b>PY2025 CDBG Countywide</b>	<b>\$ 428,845</b>
	<b>PY2025 CDBG Grant Administration</b>	<b>\$ 234,237</b>
	<b>PY2025 CDBG Total DRAFT Budget</b>	<b>\$ 1,873,895</b>
	<b>PY2025 CDBG DRAFT Budget w/ Estimated RL</b>	<b>\$ 2,273,895</b>

## Dakota County HOME Consortium DRAFT 2025 HOME Activity Statement

Participating Jurisdiction	Project	2025 Budget
Anoka County 24.62%	Affordable Rental Housing	\$ 392,782.04
	Affordable Rental Housing - Program Income	\$ 37,513.20
	Affordable Rental Housing (from Woodbury)	\$ 70,834.78
	Affordable Rental Housing - Program Income (from Woodbury) -	\$ 2,244.96
	Affordable Homeowner Housing – Program Income	\$ 150,000.00
	Community Housing Development Organization - Rental	\$ 78,556.41
	Grant Administration	\$ 41,361.68
	Grant Administration - Program Income	\$ 15,626.10
	<b>Total</b>	<b>\$ 788,919.17</b>

Participating Jurisdiction	Project	2025 Budget
Dakota County 36.24%	Affordable Rental Housing	\$ 263,364.65
	Affordable Rental Housing – Program Income	\$ 51,435.67
	Affordable Homeowner Housing	\$ 314,800.31
	Community Housing Development Organization - Rental	\$ 115,632.99
	Grant Administration	\$ 110,995.76
	Grant Administration – Program Income	\$ 7,847.60
	<b>Total</b>	<b>\$ 864,076.98</b>

Participating Jurisdiction	Project	2025 Budget
Ramsey County 22.84%	Affordable Homeowner Housing	\$ 364,384.32
	Affordable Homeowner Housing – Program Income	\$ 66,007.68
	Rental - Community Housing Development Organization	\$ 72,876.86
	Grant Administration	\$ 36,438.43
	Grant Administration – Program Income	\$ 5,500.65
	<b>Total</b>	<b>\$ 545,207.94</b>

Participating Jurisdiction	Project	2025 Budget
Washington County 11.86%	Affordable Homeowner Housing	\$ 189,211.82
	Affordable Homeowner Housing - Program Income	\$ -
	Community Housing Development Organization - Rental	\$ 37,842.36
	Grant Administration	\$ 18,921.18
	Grant Administration - Program Income	\$ -
	<b>Total</b>	<b>\$ 245,975.37</b>

Participating Jurisdiction	Project	2025 Budget
City of Woodbury 4.44%	Community Housing Development Organization - Rental	\$ 14,166.96
	Grant Administration	\$ 5,000.00
	<b>Total</b>	<b>\$ 19,166.96</b>

Consortium Totals	Project	2025 Budget
	HOME Projects:	
	Affordable Rental Housing	\$ 726,981.47
	Affordable Homeowner Housing	\$ 868,396.45
	Community Housing Development Organization - Rental	\$ 319,075.58
	Grant Administration	\$ 212,717.06
	Prior Year Program Income	\$ 336,175.86
	<b>PY2025 HOME Total DRAFT Budget</b>	<b>\$ 2,127,170.56</b>
	<b>PY2025 HOME Total DRAFT Budget and Program Income</b>	<b>\$ 2,463,346.42</b>

### Dakota County DRAFT 2025 ESG Activity Statement

Countywide	Activity	2025 Budget
	Emergency Shelter Operations	\$ 103,400
	Rapid Re-Housing	\$ 47,090
	Homelessness Prevention	\$ 4,000
	Data Collection (HMIS)	\$ 5,000
	Grant Administration	\$ 12,932
	<b>PY2025 ESG Total DRAFT Budget</b>	<b>\$ 172,422</b>

## AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA       )  
COUNTY OF HENNEPIN )



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune      04/03/2025	DAKOTA COUNTY COMMUNITY DEV	1000368678	513411

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:      **\$313.60**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

*Terri Swanson*

Subscribed and sworn to before me on:      04/03/2025

*Diane E. Rak Kleszyk*



Notary Public









## **Dakota County 2025-2029 Consolidated Plan and Fiscal Year 2025 Annual Action Plan**

Presentation to the Dakota County Board

April 22, 2025

Maggie Dykes, Dakota County CDA

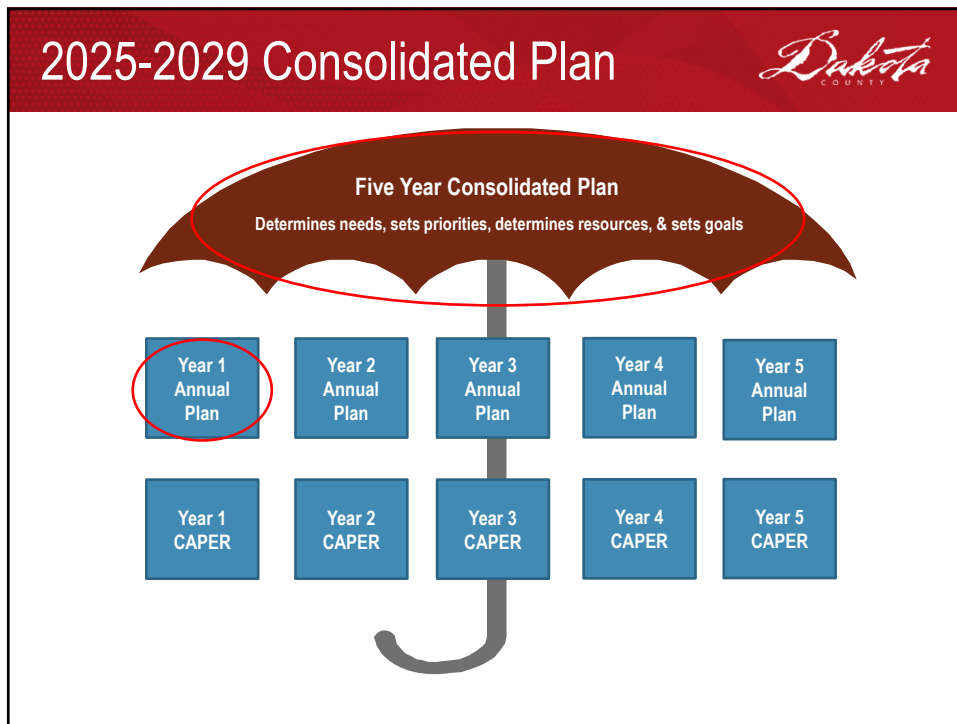
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### **What is the Consolidated Plan?**



- Required by the U.S. Department of Housing and Urban Development (HUD) to receive entitlement program funding
- Application and Planning document
- After analyzing need and collecting citizen input, plan lays out the:
  - Objectives
  - Priorities
  - Strategies
  - Outcomes
- Plan covers 5 years
  - Action Plan and Performance & Evaluation Reports (CAPER) completed annually

2



3

## Overview of Entitlement Programs *Dakota* COUNTY

Community Development Block Grant (CDBG)	<ul style="list-style-type: none"> <li>Created in 1974; Dakota County became entitlement community in 1984</li> <li>Designed to address a wide range of community development needs</li> <li>Portion sub-granted to cities and townships</li> </ul>
HOME Investment Partnerships Program (HOME)	<ul style="list-style-type: none"> <li>Created in 1990; Dakota County began to receive in 1992 as part the Dakota County HOME Consortium</li> <li>Consortium consists of Anoka, Dakota, Ramsey and Washington counties, and the Cities of Coon Rapids and Woodbury</li> <li>Designed exclusively to create affordable housing for low-income households</li> </ul>
Emergency Solutions Grant (ESG)	<ul style="list-style-type: none"> <li>Began in 1987; Dakota County eligible to receive in 2013</li> <li>Designed to address the needs of households currently experiencing homelessness or are at-risk of homelessness</li> </ul>

4

## Entitlement Program Objectives



- Three basic objectives:
  - **Provide Decent Housing**
  - **Provide a Suitable Living Environment**
  - **Expand Economic Opportunity**
- Must benefit predominantly low-and moderate-income households
- Outcome: Development of viable urban communities

5

## Public Consultation



- Collected comments from residents in 2024
  - Dakota County Fair
  - Eagan Market Fest
  - Community Survey
- Consulted with County, cities, non-profits
- 463 Responses
- Highest Priorities:
  - Affordable Rental Housing
  - Rental Assistance
  - Housing Rehab/Energy Improvements
  - Public Services
  - Emergency Shelter

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## 2025-2029 Con Plan Proposed Goals *Dakota* COUNTY

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

7

7

## Proposed Goals *Dakota* COUNTY



8

# Proposed Strategies & Outcomes



DRAFT 2025-2029 Consolidated Plan - Dakota County				
Objective	Priority	Strategy	Outcome	
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 a. Support the implementation and operation of coordinated access entry sites for families, youth and singles b. Support housing stabilization initiatives for homeless populations c. Support the operation of emergency shelter facilities	• 50 Households provided Rapid Re-housing Assistance • 50 Households assisted with Homelessness Prevention • 500 Persons assisted through Overnight Shelter
		Affordable Rental Housing	a. Assist households to secure housing through new construction b. Improve energy efficiency of rental units c. Rehabilitate and preserve affordability in multifamily units d. Support fair housing activities e. Provide rental assistance	• 50 Rental Units constructed • 10 Rental Units rehabilitated
	2	Preserve and improve existing housing to maintain affordability.	Affordable Homeowner Housing a. Increase supply of affordable homeowner housing b. Improve energy efficiency of owner-occupied housing units c. Rehabilitate and preserve affordability in single family units d. Support fair housing activities	• 300 Homeowner Units rehabilitated • 1 Homeowner Unit (re)constructed • 3 Direct Financial Assistance to Homebuyers
	3	Increase access and quality of living by providing public services and supporting public facilities.	Community Development a. Assist LMI homeowners with street assessments b. Improve accessibility in public buildings to comply with ADA regulations	• 500 Persons benefited from public facility or infrastructure improvement
		Public Services	a. Support programs that fulfill basic needs (food and shelter) for people who are low-income and/or homeless b. Support programs for youth c. Support programs for seniors d. Support transportation services e. Support housing counseling services	• 13,000 Persons benefited from public services
	4	Support community development that revitalizes neighborhoods and removes safety and blight hazards.	Neighborhood Revitalization a. Address vacant or substandard properties that may or may not be suitable for rehab b. Address water and sanitation hazards c. Address contamination clean up issues	• 150 Households assisted
	5	Support economic development that enhances the workforce and businesses.	Economic Development a. Support work initiatives that assist residents to access living wage jobs b. Support initiatives that help low-income people gain work skills, jobs and employment history c. Provide financial assistance to businesses to address building deficiencies (exterior façade improvements)	• Façade treatment/business building rehabilitation: 2 Businesses

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## Proposed FY 2025 Allocations



### CDBG

- ~75% for municipal/township projects
- ~25% for Countywide projects
  - 13% Grant administration

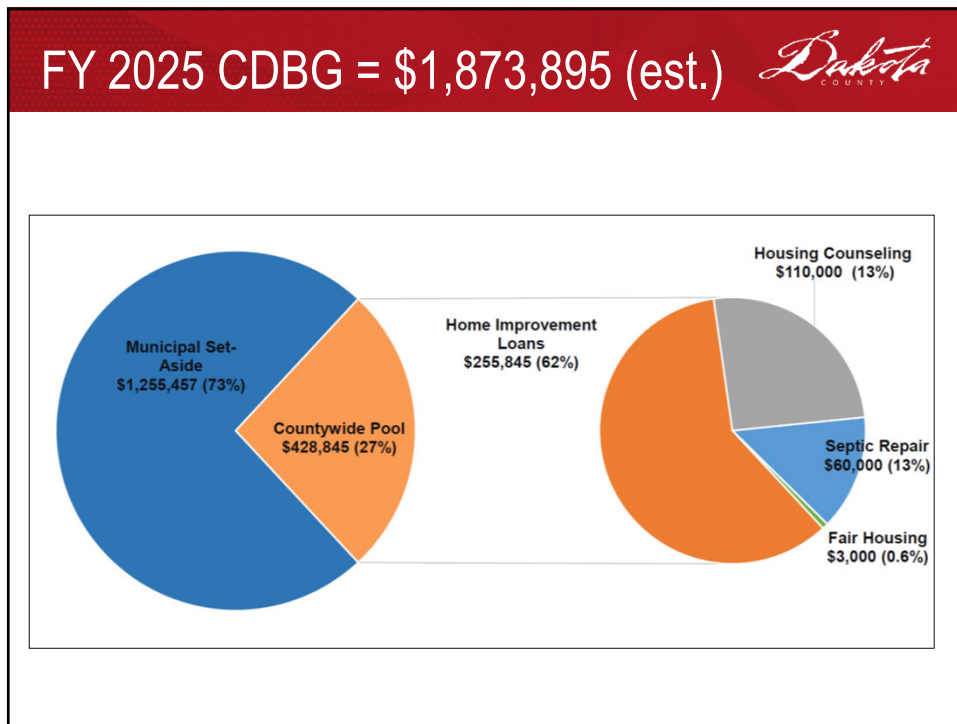
### HOME

- 75% Housing development
- 15% Community Housing Development Organization (CHDO)
  - Required by federal statute
- 10% Grant administration

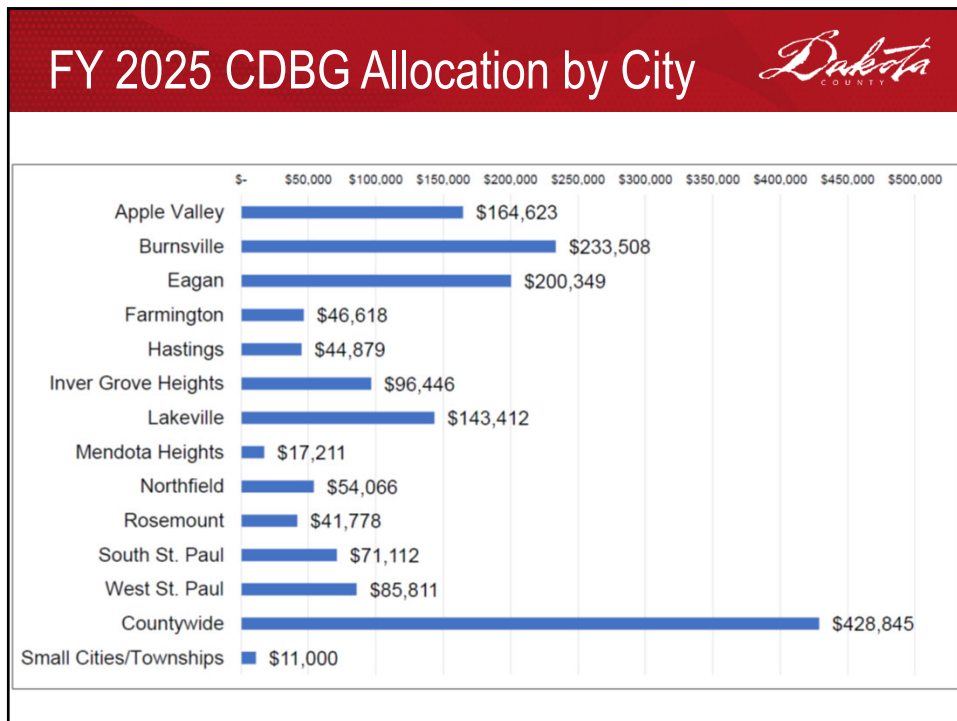
### ESG

- 60% Emergency shelter operations
- 27% Rapid Re-housing assistance payments
- 3.5% Stabilization services
- 2% Data Collection
- 7.5% Grant administration (max per federal statute)

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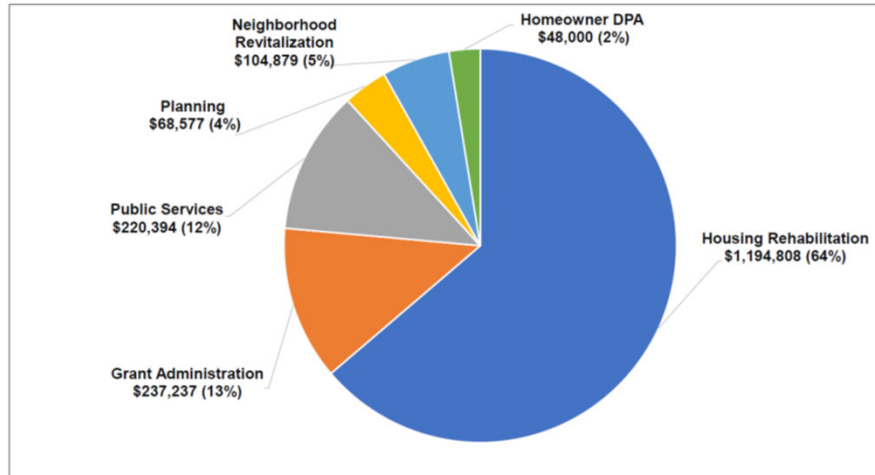


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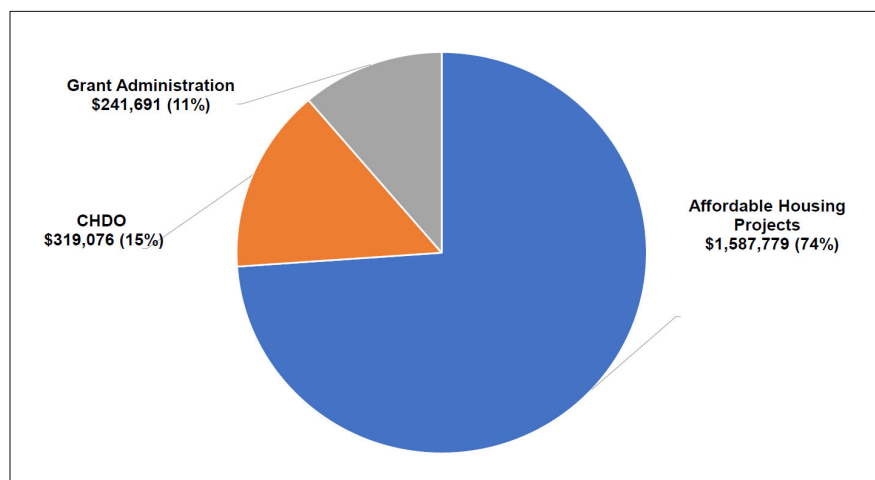
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## FY 2025 CDBG Allocation by Category *Dakota* COUNTY



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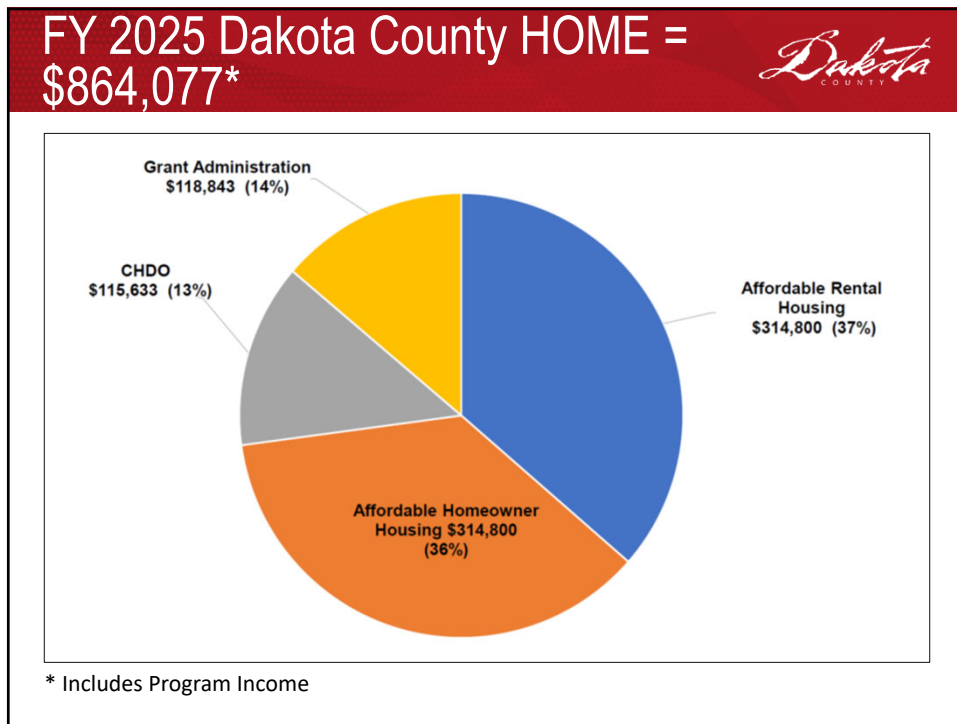
## FY 2025 HOME Consortium = \$2,463,346\* *Dakota* COUNTY



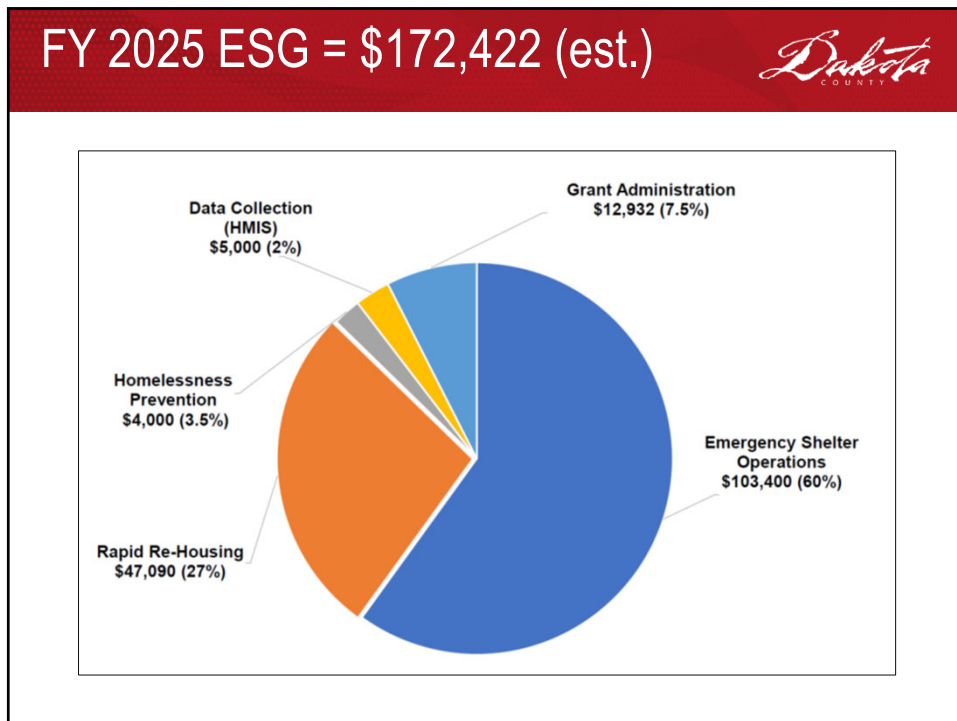
\* Includes Program Income

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## Public Comment Period



- Public Comment period opened March 8 closed April 18.
- No comments received.

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## Next Steps



April 22	Public Hearing
?? (when HUD provides allocations)	County Board votes to approve or deny submittal of Con Plan/Action Plan
July 1	First day of Fiscal Year 2025

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## Recommended Action



- Hold the public hearing on the Dakota County 2025-2029 Consolidated Plan and Fiscal Year 2025 Action Plan

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# QUESTIONS?

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# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4402

**Agenda #:** 6.1

**Meeting Date:** 4/22/2025

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Approval of Minutes of Meeting Held on April 8, 2025



# Dakota County Board of Commissioners Minutes

**Tuesday, April 8, 2025**

**9:00 AM**

**Boardroom, Administration Center,  
Hastings, MN**

## 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 Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

### 3. Audience

Chair Slavik noted that all public comments can be sent to [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us)  
No comments were received for this agenda.

## 4. Agenda

**4.1** Resolution No: 25-173  
Approval of Agenda (Additions/Corrections/Deletions)

Motion: William Droste

## Second: Mary Hamann-Roland

Ayes: 7

## CONSENT AGENDA

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

## 5. County Administration - Approval of Minutes

**5.1** Resolution No: 25-174  
Approval of Minutes of Meeting Held on March 25, 2025

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 7

## **6. Central Operations**

### **6.1 Resolution No: 25-175**

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With Independent School District 196

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Independent School District 196 desires to obtain the use of twelve fibers from Dakota County to connect to Emerald Trail Elementary and two fibers for redundancy, as described in this Agreement; and

WHEREAS, Dakota County has unused fiber available that was previous constructed; and

WHEREAS, a Fiber Optic Indefeasible Right to Use Agreement with Independent School District 196 is required for use of County fiber optic cable; and

WHEREAS, pursuant to the proposed Agreement, ISD 196 will pay Dakota County \$65 per pair per mile per month for use of twelve strands of fiber optic cable and Dakota County will be responsible for all costs of maintenance, locates, breaks, and fixes on the fiber.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an IRU with Independent School District 196 for use of twelve strands of Dakota County-owned Institutional Network Backbone, subject to approval by the County Attorney's Office as to form.

Ayes: 7

### **6.2 Resolution No: 25-176**

Authorization To Execute Second Amendment To Agreement Between Criminal Justice Network Joint Powers Organization And County Of Dakota For Information Technology Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Criminal Justice Network (CJN) Joint Powers Organization uses web-based tools to allow law enforcement agencies to electronically enter, track, access, and share data across agency boundaries; and

WHEREAS, CJN entered into an agreement with Dakota County to provide technology services that will expire on December 31, 2025; and

WHEREAS, CJN desires to extend the agreement for information technology services through December 31, 2026; and

WHEREAS, CJN and Dakota County staff have negotiated fees for these services in the amount of \$66,000 in 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute the second amendment between the Criminal Justice Network Joint Powers Organization and Dakota County for information technology services for the year 2026.

Ayes: 7

## **7. County Board/County Administration**

### **7.1 Resolution No: 25-177**

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

Motion: Mary Hamann-Roland

Second: William Droste

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 March 25, 2025, 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 and challenges and opportunities she and the Board foresee for the County Manager for the remainder of the year and did not result in any conclusions regarding the County Manager's performance.

Ayes: 7

## **8. Community Services**

### **8.1 Resolution No: 25-178**

Authorization To Accept Grant Funds From Minnesota Department Of Human Services For Fraud Prevention Investigations And Execute Grant Agreement

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County Employment and Economic Assistance (E&EA) has partnered with the Minnesota Department of Human Services (DHS) for Fraud

Prevention Investigations (FPI) services for many years; and

WHEREAS, FPI is a public assistance fraud program that conducts timely fraud prevention investigations of program applicants and participants; and

WHEREAS, the program preserves public funding, promotes repayment of fraudulent claims, and refers certain cases for criminal prosecution or for administrative disqualification of public assistance programs, including the Minnesota Family Investment Program, Diversionary Work Program, Supplemental Nutrition Assistance Program, Emergency Programs, Child Care, General Assistance, Minnesota Supplemental Aid, and Health Care programs; and

WHEREAS, this grant will continue to fund a 1.0 full-time equivalent Welfare Fraud Investigator in E&EA and bi-annual training opportunities; and

WHEREAS, staff recommends the County Board authorizes acceptance of the grant funds in the amount of \$330,560 and execution of the grant agreement for the period of July 1, 2025 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant funds and execute a grant agreement in the amount of \$330,560 for the period of July 1, 2025, through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director 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.

Ayes: 7

**8.2 Resolution No: 25-179**

Authorization To Execute Joint Powers Agreement For Wellness Initiatives With Independent School District 200, Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, in 2008, the state of Minnesota legislature passed a health reform



law that created a comprehensive and coordinated health prevention strategy that spans across all of Minnesota's 87 counties and 10 tribal nations; and

WHEREAS, a key component of this reform was to create Statewide Health Improvement Partnership (SHIP), which invests in preventing chronic diseases before they start; and

WHEREAS, SHIP is overseen by the Minnesota Department of Health (MDH) and is administered by local public and tribal health partners; and

WHEREAS, Dakota County Public Health receives an annual grant allocation through MDH to coordinate and fund SHIP strategies; and

WHEREAS, SHIP supports community-driven solutions to achieve four main goals, including increasing physical activity, improving access to healthy foods, improving mental wellbeing, and reducing the use of, and exposure to, tobacco; and

WHEREAS, SHIP specifically supports and funds community neighborhood organizations, school districts and childcare organizations, health care settings, and other government worksites in wellness policy, systems, and environmental change initiatives; and

WHEREAS, staff proposes a joint powers agreement with Independent School District 200, Hastings, MN, for wellness initiatives via the SHIP grant for worksite wellness at PineCrest Elementary School; and

WHEREAS, similarly, community grants to public schools and other local government agencies have also been completed.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with Independent School District 200, Hastings, MN, for worksite wellness in a not to exceed amount of \$2,000 for the term upon date of execution of the joint powers agreement through October 31, 2025, subject to approval by the County Attorney's Office; and

BE IT FURTHER RESOLVED, That the agreement shall contain a provision that allows the County to immediately terminate the agreement in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Ayes: 7

## **9. Physical Development**

- 9.1** Resolution No: 25-180  
Certification Of Property Assessed Clean Energy Charges For Energy Improvements On Property In City Of Lakeville

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Dakota County Board of Commissioners approved the joint powers agreement (JPA) with the Port Authority of the City of Saint Paul (Port Authority) by Resolution No. 17-144 (March 21, 2017), designating the Port Authority to implement and administer Property Assessed Clean Energy (PACE) improvement financing on behalf of the County and providing for the impositions of special assessments pursuant to Minn. Stats. §§ 216C.435 and 216C.436 and Chapter 429 and as needed in connection with that program; and

WHEREAS, the County understands that the Port Authority will issue its PACE special assessment revenue bonds to finance the improvements and that the sole security for the bond will be special assessments imposed by the other cities and/or counties participating in PACE; and

WHEREAS, after imposition of the special assessments, the County will collect the assessment payments twice a year and remit them to the Port Authority for use in the repayment of the loan(s) or bond(s); and

WHEREAS, the County will take all actions permitted by law to recover the assessments, including, without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. § 429.071, subd. 4; and

WHEREAS, the special assessment will be certified to the County Treasurer-Auditor and entered into the tax lists for the following year; and

WHEREAS, the annual installment and interest for current and delinquent collections or payoffs will be collected and disbursed at the same time and in the same manner as real property taxes, in accordance with Minn. Stats. §§ 276.11 and 276.111; and

WHEREAS, the special assessment, with accruing interest, is a lien upon the benefited property until paid.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Treasurer-Auditor to extend the proposed special assessment plus accruing interest on the property set forth and listed below:

Property Owner: Lakeville Ind Acreage PRTNSHP

Parcel Number: 22-03600-07-011

Assessment: \$4,000,000

Interest Rate: 8.54%

Finance Period: 28 years

Accrual Date: 1/1/2027

; and

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BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the County Treasurer-Auditor to extend the proposed special assessment plus interest on the properties identified herein and record this assessment against the properties with the Dakota County Recorder.

Ayes: 7

**9.2** Resolution No: 25-181

Authorization To Reject All Bids For Western Service Center Cooling System Replacement Project

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the 2025 Facilities Capital Improvement Program Adopted Budget authorized the Western Service Center Cooling System Replacement project; and

WHEREAS, bid documents and specifications were prepared by County staff and Obermiller Nelson Engineering, LLC; and

WHEREAS, one competitive bid was received on March 13, 2025; and

WHEREAS, the only bid received exceeds available project funding and was not advantageous to the County; and

WHEREAS, staff will work to reformulate and rebid the work to a better outcome in the future.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the rejection of all bids for the Western Service Center Cooling System Replacement project.

Ayes: 7

**9.3** Resolution No: 25-182

Authorization To Execute Joint Powers Agreement With City Of Eagan And City Of Inver Grove Heights For Design And Construction Of Lebanon Hills Greenway, County Project 2000513

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, by Resolution No. 13-442 (August 27, 2013), the Dakota County Board of Commissioners adopted the Mendota-Lebanon Hills, now Lebanon Hills, Greenway Master Plan; and

WHEREAS, to promote a safe and efficient greenway system, Dakota County is proceeding with County Project (CP) 2000513; and

WHEREAS, the existing intersection at Trunk Highway 149 and Wescott Road and Argenta Trail is aging and requires safety improvements; and

WHEREAS, a 2023 Dakota County preliminary design and alignment study for

the Mendota-Lebanon Hills Greenway (since renamed as the Lebanon Hills Greenway) regional trail identified an alignment adjacent to Dodd Road, Wescott Road, and Argenta Trail; and

WHEREAS, it is considered mutually desirable to complete construction of roughly 575 feet of new Lebanon Hills Greenway alignment and implement intersection improvements with the signals and pedestrian ramps along the city borders of Eagan and Inver Grove Heights; and

WHEREAS, the City of Eagan is the lead agency for CP 2000513 to administer the contract with the construction contractor; and

WHEREAS, Dakota County is partnering with the City of Eagan and the City of Inver Grove Heights for CP 2000513; and

WHEREAS, a joint powers agreement with the City of Eagan and the City of Inver Grove Heights is required to define roles and associated costs for construction and cost participation for CP 2000513; and

WHEREAS, County and City construction costs for CP TBD will be in accordance with Greenway Collaborative Program Cost Share Practice, with the County's cost-share of 85 percent and Cities' cost-share of 15 percent of Greenway project-related items; and

WHEREAS, the total estimated County project costs is \$300,000, including 20 percent contingency; and

WHEREAS, CP 2000513 funding is included in the 2025 Parks Capital Improvement Program in the Greenway Collaborative Set-Aside.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, 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 for construction and reimbursement of the construction costs of the Lebanon Hills Greenway adjacent to Wescott Road and at the intersection of Argenta Trail and Trunk Highway 149 for the period of April 8, 2025 through December 31, 2026, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.4 Resolution No: 25-183**

Authorization To Award And Execute Consultant Contract With KLJ Engineering LLC For Preliminary And Final Design Services And Amend 2025 Parks Capital Improvement Program Budget For Lebanon Hills Greenway In Eagan, County Project 2000454

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to provide a safe and efficient greenway system, Dakota County is proceeding with the Lebanon Hills Greenway Dodd Road segment in Eagan, County Project 2000454; and

WHEREAS, County staff sent a Request for Proposals to eight qualified professional consultants; and

WHEREAS, one proposal was received and evaluated by County staff; and

WHEREAS, the proposal from KLJ Engineering LLC had the best value costs for the preliminary and final design and provides all the services needed; and

WHEREAS, the 2025-2029 Parks Capital Improvement Program Budget includes \$300,000 for County Project 2000454, Lebanon Hills Greenway, for preliminary and final engineering consulting services; and

WHEREAS, the County Parks Director recommends execution of a contract with KLJ Engineering LLC for engineering consulting services for County Project 2000454 for actual costs not to exceed \$417,922, including a 5 percent contingency.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with KLJ Engineering LLC to perform preliminary and final engineering design consulting services for County Project 2000454 in an amount not to exceed \$417,922, which includes a 5 percent contingency, subject to approval by the County Attorney's Office as to form.

BE IT FURTHER RESOLVED, That the 2025 Parks Capital Improvement Program Budget is hereby amended as follows:

<b>Expense</b>	
2000454	<u>\$117,922</u>
<b>Total Expense</b>	<b>\$117,922</b>

<b>Revenue</b>	
Sales & Use Tax	<u>\$117,922</u>
<b>Total Revenue</b>	<b>\$117,922</b>

; and

BE IT FURTHER RESOLVED, That the 2025 Sales and Use Tax Budget is hereby amended as follows:

<b>Expense</b>	
Transfer to Parks Fund	(\$117,922)
<b>Total Expense</b>	<b>(\$117,922)</b>

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**Revenue**Sales and Use Tax (\$117,922)**Total Revenue** (\$117,922)

Ayes: 7

- 9.5** Resolution No: 25-184  
Authorization To Submit Grant Application To Metropolitan Council Community Tree Planting Program

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Metropolitan Council will be accepting Community Tree Grant applications; and

WHEREAS, the Metropolitan Council will be allocating \$2.5 million in total funding for fiscal years 2025 through 2027; and

WHEREAS, the application deadline for the grant funding request is April 18, 2025, at 3:00 p.m.; and

WHEREAS, Dakota County is an eligible grant applicant.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby supports and authorizes the Parks director to submit a \$350,000 grant request to the Metropolitan Council Community Tree Planting Grant Program.

Ayes: 7

- 9.6** Resolution No: 25-185  
Authorization To Execute Joint Powers Agreement And Amend 2025 Transportation Capital Improvement Program Budget For County State Aid Highway 70 Intersection Improvement In City Of Lakeville, County Project 70-27

Motion: Mary Hamann-Roland

Second: William Droste

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

WHEREAS, staff coordinates closely with city partners with proposed developments to determine County and local road systems improvement needs; and

WHEREAS, County Project 70-27 is the construction of a new full-access intersection on County State Aid Highway (CSAH) 70 approximately 2300 feet southeast of CSAH 5 (Kenrick Avenue) that will include opposing center left-turn lanes and a westbound right-turn lane that is necessary for development; and

WHEREAS, the City desires to construct the intersection improvement in 2025 in conjunction with the Lakeville 35 Logistics Center North Addition developer-installed public improvements in anticipation of County

reimbursement per policies included in the current adopted Dakota County 2040 Transportation Plan; and

WHEREAS, the 2040 Transportation Plan Cost Policy allows for cost participation for left turn lanes required by the County through the access permitting process on high-speed, two-lane, undivided county highways; and

WHEREAS, CSAH 70 was reconstructed in 2021 to expand the existing two-lane undivided roadway to a 4-lane, divided, high-speed roadway and included the reconstruction of the existing 215th Street and CSAH 70 t-intersection; and

WHEREAS, the Lakeville 35 Logistics Center North Addition development originally proposed to connect their development to the existing 215th Street and CSAH 70 t-intersection; and

WHEREAS, the existing location of the 215th Street and CSAH 70 intersection is located on a high-speed horizontal curve and does not present a safe location to extend a northern street connection to as the sight lines create a hazard for public safety; and

WHEREAS, through plat review it was required that the Lakeville 35 Logistics Center North Addition development create a new-full access intersection with dedicated left-turn lanes and a westbound right-turn lane; and

WHEREAS, the City is updating their comprehensive plan and will include a future city street connection to the proposed full-access intersection CP 70-27 will create; and

WHEREAS, the dedicated left-turn lanes create mutual benefit for the future city intersection leg on the opposite side of CSAH 70 from the proposed development; and

WHEREAS, participation in CP 70-27 to establish a safe public intersection on CSAH 70 would provide mutual benefit to the County's highway system; and

WHEREAS, a joint powers agreement (JPA) is necessary to establish county cost participation in County Project (CP) 70-27 for the CSAH 70 intersection improvement; and

WHEREAS, staff recommends the execution of the JPA with the City of Lakeville to cost participate in CP 70-27 based on the intention of Cost Policy F.19; and

WHEREAS, the 2025 Transportation Capital Improvement Program Budget does not include sufficient funds for cost participation in CP 70-27; and

WHEREAS, staff recommends amending the 2025 Transportation Capital



Improvement Program budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement between Dakota County and the City of Lakeville for cost participation in County Project 70-27, CSAH 70 intersection improvement; and

BE IT FURTHER RESOLVED, That the 2025 Transportation Capital Improvement Program Budget is hereby amended as follows:

**Expense**

County Project 70-27 County Construction Cost Share  
\$395,000

**Total Expense**

**\$395,000**

**Revenue**

County Project 70-27 County Construction Cost Share  
\$395,000

**Total Revenue**

**\$395,000**

Ayes: 7

**9.7** Resolution No: 25-186

Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

Second: William Droste

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:

HERITAGE COMMONS 9TH ADDITION      Lakeville  
RESERVE AT CEDAR CREEK              Lakeville

Ayes: 7

**9.8** Resolution No: 25-187

Authorization To Execute Cooperative Construction Agreement With Minnesota Department Of Transportation For County State Aid Highway 28 Roadway Improvements In Inver Grove Heights, County Project 28-76

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 28-76; and

WHEREAS, CP 28-76 consists of a lane reduction, crossing improvements, signal revisions, and a signal replacement along County State Aid Highway 28 between Babcock Trail and Blaine Avenue; and

WHEREAS, the County is the lead agency for the Project; and

WHEREAS, execution of Cooperative Construction Agreement No. 1058176 will define right of way use, contract award and construction, and maintenance responsibilities for CP 28-76.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Agreement No. 1058176 with the Minnesota Department of Transportation to define right of way use, contract award, construction, and maintenance responsibilities for the County State Aid Highway 28 traffic signals at the Trunk Highway 52 east and west ramps, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**10. Public Services and Revenue**

**10.1** Resolution No: 25-188

Authorization To Execute Amended Contract With Dominion Voting Systems Inc.

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, in 2015 the County purchased the Dominion Voting Systems Inc. ImageCast Evolution and ImageCast Central ballot counting systems; and

WHEREAS, by Resolution No. 15-359 (July 7, 2015), Dominion Voting Systems Inc. and Dakota County entered into an initial five-year contract for licensing and maintenance; and

WHEREAS, by Resolution No. 20-353 (July 28, 2020), renewed that contract for another five-years; and

WHEREAS, by Resolution No. 21-468 (September 21, 2021), the County Board

authorized the Public Services and Revenue staff to apply for grants from the Secretary of State's Office to improve election security and administration; and

WHEREAS, by Resolution No. 22-247 (June 21, 2022), Elections staff applied for and was awarded a grant to purchase additional voting equipment through the Office of the Secretary of State's Voting Equipment Grant Account; and

WHEREAS, by Resolution No. 23-400 (August 29, 2023), the County Board authorized a second contract amendment to align the billing, licensing, maintenance, and warranty for all equipment purchased on separate occasions into a single cycle and term ending November 30, 2025; and

WHEREAS, the County is beginning the process to evaluate and purchase new electronic voting equipment; and

WHEREAS, this third contract amendment seeks to extend the current contract though completion of that procurement process at a cost of \$191,091.29 for the period beginning December 1, 2025, and ending November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Elections Director to execute an amendment, subject to approval by the County Attorney's Office as to form, to existing contract with Dominion Voting Systems Inc. to extend the contract from December 1, 2025, through November 30, 2026, at a cost of \$191,091.29.

Ayes: 7

## **REGULAR AGENDA**

### **11. Community Services**

#### **11.1 Resolution No: 25-189**

Proclamation Of April 2025 As Child Abuse Prevention Month In Dakota County

Motion: Mary Hamann-Roland

Second: William Droste

Children and Family Services Director Nikki Conway and Children and Family Services Deputy Director Lawrence Dickens briefed this item and responded to questions.

WHEREAS, the month of April 2025 is National Child Abuse Prevention Month, where the goal is to bring awareness to child abuse and neglect; and

WHEREAS, it is important to recognize and promote the vital work of child welfare staff, along with the communities that provide prevention efforts and support, allowing families to thrive as when families thrive, communities thrive; and

WHEREAS, the 2025 theme is "Doing Things Differently: Believing in Communities"; and

WHEREAS, child abuse prevention efforts succeed through meaningful and trusting partnerships created between families, child welfare professionals, and education, health, community- and faith-based organizations, as well as businesses and law enforcement agencies; and

WHEREAS, Dakota County promotes prevention programs and recognizes that children and families are an important part of our society, needing the support and protection of our community; and

WHEREAS, Dakota County's enduring commitment to prevent child abuse and neglect demands that individuals and communities partner together to increase awareness of child abuse and support the social and emotional well-being of children and families in safe, stable, and nurturing environments.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims April 2025 as National Child Abuse Prevention Month in Dakota County and encourages residents to increase their participation in efforts to prevent child abuse and neglect, thereby strengthening the communities in which we live.

Ayes: 7

**11.2** Resolution No: 25-190

Proclamation Of Public Health Week In Dakota County April 7-13, 2025

Motion: Laurie Halverson

Second: Mary Hamann-Roland

Public Health Deputy Directors Tracy Howard and Gina Pistulka briefed this item and responded to questions.

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is and performs the duties and exercises the powers of a community health board under Minn. Stat. Ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, the week of April 7-13, 2025, is National Public Health Week, where the goal is to recognize and promote the vital work public health plays, along with the behavior of individuals and families, in creating a healthy community; and

WHEREAS, the 2025 theme is "It Starts Here: Your Health is Our Mission"; and

WHEREAS, public health is more than just health care; it is taking steps to make sure our neighborhoods and environment are free from pollution and making sure our food and water are safe to eat and drink; and

WHEREAS, public health is also relationships fostered in our communities, being aware that we are all interconnected and when we all come together to

support public health, all of us - individuals, families, communities, and the public health field - can achieve the goals of public health; and

WHEREAS, preventing diseases before they start is critical to helping people live longer, healthier lives while managing health-related costs; and

WHEREAS, strong public health systems are critical for sustaining and improving community health.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims April 7-13, 2025, as Public Health Week in Dakota County and encourages residents to take action to promote their health, the health of their families, and the health of their community.

Ayes: 7

## **12. Closed Executive Session**

### **12.1 Resolution No: 25-191**

Closed Executive Session: Emergency Response Procedures Training For Senior And Elected Officials

Motion: Joe Atkins

Second: Laurie Halverson

A short recess was taken at 9:55 a.m. to hold the General Government and Policy Committee of the Whole. Following the committee at 11:22 a.m. and pursuant to public notice, the County Board recessed to the Emergency Operations Center, Administration Center, to conduct in accordance with Minnesota Statutes sections 13D.021 and 13D.03 a Closed Executive Session to discuss Senior and Elected Officials roles and responsibilities before, during and after emergencies and disasters, emergency management planning and response and communication strategy.

The following were present:

Commissioner Mike Slavik, District 1

Commissioner Joe Atkins, District 2

Commissioner Laurie Halverson, District 3

Commissioner Bill Droste, District 4

Commissioner Liz Workman, District 5

Commissioner Mary Liz Holberg, District 6

Commissioner Mary Hamann-Roland, District 7

Kathy Keena, County Attorney

Tom Donely, First Assistant County Attorney

Joe Leko, Sheriff

Dan Bianconi, Chief Deputy Sheriff

Kelly Miller, Emergency Manager

Jenny Groskopf, Risk and Homeland Security Manager

Tom Olmsted, Emergency Management Coordinator

Craig Latch, SOT Manager

Doug Nelson, REP Contractor

Heid Welsch, County Manager  
Jeni Reynolds, Clerk to the Board  
Andy Benish, Human Resources Director  
Stacy Manka, Human Resources Deputy Director  
Mary Beth Schubert, Communications and Public Affairs Director  
Tom Novak, Public Services and Revenue Director  
Teresa Mitchell, Public Services and Revenue Deputy Director  
Marti Fischbach, Community Services Director  
Gil Acevedo, Community Services Deputy Director  
Georg Fischer, Physical Development Director  
Erin Stwora, Physical Development Deputy Director  
Jessie Parker Carlson, Central Operations Deputy Director  
Colleen Collette, Administrative Coordinator  
Liz Hansen, Administrative Coordinator

The Closed Executive Session continued until 12:14 p.m., at which time the Board reconvened the County Board meeting with all members present.

WHEREAS, the Dakota County Emergency Management requests the Dakota County Board of Commissioners to move to a closed executive session for a Senior and Elected Officials Roles and Responsibilities in Emergency Response training; and

WHEREAS, pursuant to Minn. Stat. § 13D.05, Subd 3 (d), a meeting may be closed to discuss emergency response procedures if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses; and

WHEREAS, public disclosure of the information discussed during this meeting would compromise security procedures or responses, which would pose a danger to public safety.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Dakota County Board meeting on April 8, 2025, to recess to the Dakota County Emergency Operations Center, Judicial Center, Hastings, MN to discuss:

- Senior and Elected Officials Roles and Responsibilities before, during, and after emergencies and disasters;
- Emergency Management planning and response; and
- Communication strategy.

Ayes: 7

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

Interagency reports and Commissioner updates were presented.

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

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County Manager Heidi Welsch noted that County staff are being proactive in reacting to the current uncertainties at the federal and state levels. Careful review of work and programming is being done.

**15. Information**

**15.1 Information**

See Attachment for future Board meetings and other activities.

**16. Adjournment**

**16.1 Resolution No: 25-192**

Adjournment

Motion: Joe Atkins

Second: Mary Hamann-Roland

On a motion by Commissioner Atkins, seconded by Commissioner Hamann-Roland, the meeting was adjourned at 12:15 p.m.

Ayes: 7

Mike Slavik  
Chair

ATTEST

Heidi Welsch  
County Manager





# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-3254

**Agenda #:** 7.1

**Meeting Date:** 4/22/2025

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**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Release Draft 2050 Vision Plan for Parks, Greenways, And Natural Systems For Public Review**

### RESOLUTION

WHEREAS, the Draft 2050 Vision Plan for Parks, Greenways, And Natural Systems (Vision Plan) has been prepared for public review; and

WHEREAS, the plan frames work and investment in Dakota County's parks, greenways, and natural systems for the next 25 years; and

WHEREAS, the updated vision is *Nature Protected, Community Reflected, All Are Connected*; and

WHEREAS, the vision is supported by goals and strategies; and

WHEREAS, the Dakota County Physical Development Committee of the Whole has reviewed and provided feedback on much of the Vision Plan content in March, April, May, and October of 2024, and in January 2025; and

WHEREAS, the Dakota County Planning Commission reviewed the draft Vision Plan on March 27, 2025, and recommended release for public review.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes that the Draft 2050 Vision Plan for Parks, Greenways, And Natural Systems 2050 be released for a public review period of April 22 - May 20, 2025.



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4415

**Agenda #:** 7.2

**Meeting Date:** 4/22/2025

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**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Joint Powers Agreements With Independent School District 199, And Inver Hills Community College For Interpretive And Wayfinding Installations And Programming Implementation Along Unity Trail**

### **RESOLUTION**

WHEREAS, the Dakota County Parks Visitor Services Plan directed staff to increase awareness of Dakota County Parks and its services across all communities, including current users, new users, and under-represented groups; and

WHEREAS, the Unity Trail project includes the construction of seven interpretive and wayfinding nodes along a five-mile loop to create connections between the Mississippi Regional Greenway and important Community Centers; and

WHEREAS, the Unity Trail project will provide outreach programming at different locations to raise awareness of the Unity Trail and its themes and activate the Trail; and

WHEREAS, Dakota County and Inver Hills Community College are governmental units as that term is defined in Minn. Stat. § 471.59; and

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

WHEREAS, Inver Hills Community College has requested the County include as part of the Community Project certain interpretive signage and public art benches to be located along trail extensions from the Greenway on College property; and

WHEREAS, a joint powers agreement (JPA) with Inver Hills Community College to design and install interpretive signage and public art benches to be located along trail extensions from the Greenway on College property would enhance the trail by providing the public additional spaces for outdoor experiences and increased connections to the Unity Trail and the Mississippi River Greenway; and

WHEREAS, the County will be responsible for the design, solicitation, and purchasing of the wayfinding and interpretive signage for the Community Project using grant funding, and the College shall be responsible for designating appropriate locations for the installations, granting a license for the County to install, maintain, repair and replace the Community Project Improvements on College property, for a minimum period of ten years following installation of the Improvements, and provide

basic maintenance for the Community Project Improvements and the Trails following installation; and

WHEREAS, Inver Hills Community College has requested the County make the Programs being offered at the Inver Glen Library available to its students due in part to the proximity of the Unity Trail to the College; and

WHEREAS, a JPA with Inver Hills Community College to provide student engagement programs consisting of various arts and cultural programs intended to engage students with themes relating to the Unity Trail would increase awareness and visitation of the Unity Trail; and

WHEREAS, the County and School District No. 199 are governmental units as that term is defined in Minn. Stat. § 471.59; and

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

WHEREAS, School District No. 199 has requested the County make the Programs offered at the Inver Glen Library available to Simley High School students due in part to the proximity of the Unity Trail to the school; and

WHEREAS, a JPA with Independent School District No. 199 to provide youth engagement programs consisting of various arts and cultural programs intended to engage youth with themes relating to the Unity Trail would increase awareness and visitation of the Unity Trail; and

WHEREAS, there are sufficient funds to complete the project, the total of cash contributions include grant revenue of \$160,000; Dakota County cash match contribution of \$70,000; City of Inver Grove Heights cash contribution of \$15,000; and \$20,000 of State Health Improvement Partnership dollars to support the bike programming as authorized by Resolution No. 22-170 (April 19, 2022).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a joint powers agreement with Inver Hills Community College for the design and installation of wayfinding signage upon execution by both of the parties that shall continue in effect through June 30, 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, 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 Physical Development Director or their designee to execute a joint powers agreement with Inver Hills Community College to provide a student engagement program that consists of various arts and cultural programs intended to engage students with themes relating to the Unity Trail that shall be effective upon execution by both of the parties and shall continue in effect through June 30, 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, as substantially presented to the Physical Development Committee of the Whole on March 18, 2025 and 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 Physical Development Director to execute a joint powers agreement with School District No. 199 for the Unity Trail Youth Engagement Program that shall be effective upon execution by both of the parties and shall continue in effect through June 30, 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, subject to approval by the County Attorney's Office as to form.



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4320

**Agenda #:** 7.3

**Meeting Date:** 4/22/2025

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**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization For Contract Amendment Three With Short-Elliott-Hendrickson, Inc. To Provide Additional Design For Greenway Trail And Memorial Nodes And Construction Administration For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147**

### **RESOLUTION**

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the Veterans Memorial Greenway County Project (P00147); and

WHEREAS, the Veterans Memorial Greenway project is for preliminary and final engineering, railroad coordination, and public engagement services in the cities of Inver Grove Heights and Eagan; and

WHEREAS, the County is the lead agency for the Project; and

WHEREAS, the County utilized public engagement for this project, including public open houses, project websites, and project mailings; and

WHEREAS, by Resolution No. 20-430 (September 1, 2020), the County executed a contract with Short-Elliott-Hendrickson, Inc. for preliminary and final design engineering consulting services; and

WHEREAS, County staff recognizes and recommends that the proposed additional tasks are necessary to complete the project successfully; and

WHEREAS, staff negotiated an amount of \$1,755,000 with Short-Elliott-Hendrickson, Inc., to complete the work; and

WHEREAS, the 2025 Parks Capital Improvement Program Budget includes sufficient funding for the Veterans Memorial Greenway.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or designee, to execute an amendment to the contract with Short-Elliott-Hendrickson, Inc., for additional services necessary for the Veterans Memorial Greenway in an amount not to exceed \$1,855,000, resulting in a total amended contract not to exceed \$4,249,796 including a \$100,000 contingency, subject to approval by the County Attorney's Office as to form.



# Board of Commissioners

## Request for Board Action

Item Number: DC-4433

Agenda #: 7.4

Meeting Date: 4/22/2025

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Award Bid And Execute Contract With Schumacher Excavating Inc. And Amend 2025 Adopted Budget For State-Funded Township Bridge Replacement Projects, Existing Bridge L3285 Located In Hampton and Douglas Townships, And Existing Bridge L3249 Located in Marshan Township, County Projects 97-144 And 97-164**

### RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the County Projects (CP) 97-144 and 97-164; and

WHEREAS, CP 97-144 construction includes the replacement of structurally deficient township bridge L3285 located on Inga Avenue in Hampton and Douglas Townships; and

WHEREAS, CP 97-164 construction includes the replacement of structurally deficient township bridge L3249 located on 205th Street East in Marshan Township; and

WHEREAS, Dakota County is the lead agency for CP 97-144 and CP 97-164, with construction scheduled to begin in summer 2025 following authorization of a budget amendment and execution of a construction contract; and

WHEREAS, the 2025 Capital Improvement Program Adopted Budget requires amendment for CP 97-144 and 97-164 to continue with the construction contract with Schumacher Excavating Inc.; and

WHEREAS, the 2025 CIP budget includes \$200,000 for CP 97-144 construction; and

WHEREAS, a budget amendment of \$359,176.05 is requested to cover engineering design, construction administration, and construction costs for CP 97-144; and

WHEREAS, sufficient funds exist in the State-funded town bridge account (SAAS Acc. 75 and 76), State grant (SAAS Acc. 379 by MnDOT grant agreement number 1057925), and Township cost-shares to cover the engineering design, construction administration, and construction costs for CP 97-144; and

WHEREAS, the 2025 CIP budget includes \$200,000 for CP 97-164 construction; and

WHEREAS, a budget amendment of \$138,710.30 is requested to cover engineering design,

construction administration, and construction costs for CP 97-164; and

WHEREAS, sufficient funds exist in the State-funded town bridge account (SAAS Acc. 75), Minnesota Department of Natural Resources (DNR) grant (contract no. DCA22093), and Township cost-shares to cover engineering design, construction administration, and construction costs for CP 97-164; and

WHEREAS, by Resolution No. 24-125 (March 12, 2024), County staff executed an agreement with the DNR (DCA22093 to encumber 25% of construction costs) for CP 97-164; and

WHEREAS, MN State administrative rule 8820.1500 allows ninety-five percent (95%) of the Town Bridge Account funds be released as soon as possible after the District State Aid Engineer (DSAE) receives initial State Aid pay request; and

WHEREAS, State grant (SAAS Acc. 379 by MnDOT grant agreement number 1057925) is reimbursable at the time of pay request by the contractor; and

WHEREAS, no County funds are allocated to CP 97-144 and CP 97-164.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes its Transportation Director to execute a contract with Schumacher Excavating Inc. in an amount not to exceed \$439,176.05 for CP 97-144, 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 its Transportation Director to execute a contract with Schumacher Excavating Inc. in an amount not to exceed \$262,710.30 for CP 97-164, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2025 Capital Improvement Program budget is hereby amended to include additional funds for County Project 97-144 as follows:

**Expense**

County Project 97-144	<u>\$ 359,176.05</u>
<b>Total Expense</b>	<b>\$ 359,176.05</b>

**Revenue**

2023 LBRP Funds (SAAS Acct 379) - Construction	\$ 181,812.77
Regular Town Bridge Funds (SAAS Acct 76) - Construction	\$ 47,363.28
Local Town Funds - Construction	\$ 10,000.00
Special Town Bridge Funds (SAAS Acct 75) - Engineering	\$ 110,000.00
Local Town Funds - Engineering	<u>\$ 10,000.00</u>
<b>Total Revenue</b>	<b>\$ 359,176.05</b>

; and

BE IT FURTHER RESOLVED, That the 2025 Capital Improvement Program budget is hereby amended to include additional funds for County Project 97-164 as follows:



**Expense**

County Project 97-164	\$ 138,710.30
<b>Total Expense</b>	<b>\$ 138,710.30</b>

**Revenue**

Regular Town Bridge Fund (SAAS Acct 76) - Construction	\$ 27,032.72
Local Town Funds - Construction	\$ 10,000.00
DNR Grant - Construction	\$ 65,677.58
Regular Town Bridge Funds (SAAS Acct 76) - Engineering	\$ 26,000.00
Local Town Funds - Engineering	\$ 10,000.00
<b>Total Revenue</b>	<b>\$138,710.30</b>



# Board of Commissioners

## Request for Board Action

Item Number: DC-4353

Agenda #: 7.5

Meeting Date: 4/22/2025

**DEPARTMENT:** Public Health

**FILE TYPE:** Consent Action

### TITLE

**Adoption Of 2025-2026 Strategic Plan From County Board Appointed Opioid Response Advisory Committee**

### RESOLUTION

WHEREAS, the Dakota County Opioid Response Advisory Committee (ORAC) was established as a County Board-appointed committee in October 2023 and supports the development of a comprehensive and effective countywide response to the opioid crisis; and

WHEREAS, it provides recommendations to the County Board on the use of Opioid Settlement funds for external projects and initiatives; and

WHEREAS, by Dakota County Policy 1015, County Board appointed committees must consult at least annually with the County Board Committees of the Whole to seek direction on the topics on which they will advise the County Board to ensure that the committee's work complements the County mission and goals; and

WHEREAS, Dakota County Policy 1015 also requires that periodic advisory committee reports be scheduled on the appropriate County Board committee or Board meeting agendas; and

WHEREAS, the ORAC plans to engage the Board regularly through its Staff Liaison to provide updates and receive direction regarding their work; and

WHEREAS, from December 2024 through March 2025, the ORAC engaged in a facilitated strategic planning process; and

WHEREAS, the ORAC has developed a two-year plan that aligns with the County Board goals as well as the 2024-2025 community survey results; and

WHEREAS, on March 4, 2025, the ORAC voted to recommend the draft 2025-2026 ORAC Strategic Plan; and

WHEREAS, upon Board approval, the ORAC will work towards accomplishing its goals as outlined in the strategic plan and keep the Board informed of its progress.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2025-2026 strategic plan from the Dakota County Opioid Response Advisory Committee.



# Board of Commissioners

## Request for Board Action

Item Number: DC-4469

Agenda #: 8.1

Meeting Date: 4/22/2025

**DEPARTMENT:** Finance

**FILE TYPE:** Consent Information

### TITLE

#### Report On Invoices Paid In March 2025

### PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during March 2025.

### SUMMARY

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

A copy of the March 2025 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board.

Payments for the month ending March 31, 2025, total \$19,545,051.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,587,437	Retirement accounts, PERA, health & dental
Payments to other governments	\$76,252	Pass through payments - taxes, fees
Materials & supplies	\$493,635	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,432,727	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$2,819,561	Major client services contract
All other expenses	\$6,291,675	BIP, CEP, and misc.
Capital projects	\$4,843,764	Highway & building construction
	<b>\$19,545,051</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: 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: Paul Sikorski

Author: Jan Larson



# Board of Commissioners

## Request for Board Action

Item Number: DC-4460

Agenda #: 8.2

Meeting Date: 4/22/2025

**DEPARTMENT:** Information Technology

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Joint Powers Agreement Between Dakota County And Dakota County Community Development Agency For Employee Benefit Participation, Human Resources And Information Technology Services**

### PURPOSE/ACTION REQUESTED

Authorize the County Manager to execute a joint powers agreement (JPA) between Dakota County and the Dakota County Community Development Agency (CDA) to provide employee benefit participation, Human Resources services, and Information Technology (IT) services to the CDA upon request.

### SUMMARY

In 2018, the County and CDA entered into separate joint powers agreements to provide CDA employees' access to the County's medical, dental and vision employee benefit plans (Resolution No.18-638), IT services (Resolution No. 18-643), human resources consulting services on an ad hoc basis (Resolution No.18-639), and legal services from the County Attorney's Office to the CDA. These JPAs expired in December of 2020. The County and CDA renewed these agreements with a consolidated JPA having an effective date of January 1, 2020 (Resolution No. 21-048). This was renewed in December 2022 (Resolution No. 22-552). The current agreement expired at the end of 2024.

CDA staff wish to continue obtaining certain employee benefit participation, Human Resources services and IT services from the County and the County is willing to provide these services, as agreed to by the departments and the CDA. A proposed Joint Powers Agreement (JPA) (Attachment) has been prepared to continue this arrangement for services for the years 2025 and 2026. Services will continue to be provided by the County Attorney's Office under a separate agreement.

### RECOMMENDATION

Staff recommends the Board authorize the County Manager to execute a JPA between Dakota County and the CDA for the years 2025 and 2026 to allow the County to provide employee benefit participation, Human Resources services, and IT services to the CDA upon request.

### EXPLANATION OF FISCAL/FTE IMPACTS

The anticipated costs and/or revenues resulting from providing services to the CDA are represented in 2025 department budgets.

☒ None

☐ Current budget

☐ Other

☐ Amendment Requested☐ New FTE(s) requested**RESOLUTION**

WHEREAS, the current agreement to provide Human Resources services and IT services to the Dakota County Community Development Agency (CDA) expired on December 31, 2024; and

WHEREAS, the Dakota County Community Development Agency (CDA) wishes to continue receiving certain Human Resources services and IT services from Dakota County upon request; and

WHEREAS, Dakota County is willing to provide Human Resources services and IT services when resources are available and as agreed to by the County and Dakota County Community Development Agency (CDA).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute a joint powers agreement between Dakota County and the Dakota County Community Development Agency for the years 2025 and 2026 to provide Human Resources and Information Technology services as requested and agreed to by both parties, consistent with available resources in Dakota County, substantially as presented and subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

18-638; 12/18/18

18-639; 12/18/18

18-643; 12/18/18

21-048; 1/19/21

22- 552; 12/13/22

**ATTACHMENTS**

Attachment: CDA Joint Powers Agreement with Dakota County

**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: Dan Cater

Author: Sherry Falb-Joslin

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND THE  
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY**

This Joint Powers Agreement (“Agreement”) is between the Dakota County, a political subdivision of the State of Minnesota (“County”) and the Dakota County Community Development Agency, a public body corporate and politic in the State of Minnesota (“CDA”), collectively the “Parties”, pursuant to the authority conferred upon them by Minn. Stat. § 471.59.

**WHEREAS**, the County is a political subdivision of the State of Minnesota; and

**WHEREAS**, the CDA is a public body corporate and politic in the State of Minnesota and has all of the powers and duties of a housing and redevelopment authority under Minn. Stat. §§ 469.001 to 469.047 and of a county housing and redevelopment authority under any other related provision of Minnesota law; and

**WHEREAS**, the County currently provides CDA employees access to its group medical, dental and vision employee benefit plans (collectively, “Employee Benefits Participation”) and provides the CDA with certain information and technology serviced (collectively, “IT Services”) pursuant to previously executed Joint Powers Agreements; and

**WHEREAS**, the CDA desires that the County continue to provide Employee Benefit Participation and IT Services as further described in this Agreement and the attached Appendices, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

The Purpose of this Agreement is:

- A. To enable CDA employees to participate in the County's group medical, dental and vision employee benefit plans in 2025 and 2026; and
- B. To enable the CDA to request and receive IT services from the County’s IT Department (“IT Department”); and

**ARTICLE II  
TERM**

This Agreement shall be in full force and effect on January 1, 2025 and shall continue in full force until December 31, 2026, or until terminated pursuant to Section 4.G. herein, whichever occurs first (the “Agreement Term”).



### ARTICLE III SERVICES

In accordance with the terms of this Agreement, the County will provide the CDA with the Employee Benefit Participation and IT Services pursuant to the terms, conditions, and provisions in Appendices 1 and 2, which are attached hereto and incorporated herein:

- A. Appendix 1 County Provision of Employee Benefits Participation;
- B. Appendix 2 County Provision of IT Services.

### ARTICLE IV GENERAL

- A. **Compliance with Laws and Standards.** The Parties agree to comply with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Parties are responsible, including, without limitation, the Minnesota Government Data Practices Act (“MGDPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), if applicable. Each party shall rely on its own appointees for such compliance.
- B. **Data Privacy and Security Compliance.** The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the MGDPA; HIPAA, and its implementing rules and regulations (including Privacy, Security, Breach Notification and Enforcement rules and regulations); and all other federal, state and local laws that apply to such data.
- C. **Non-Employee Status.** In implementing the terms of this Agreement, the County's employees and agents are not employees of the CDA, and the CDA's employees and agents are not employees of the County.
- D. **Accounting.** All funds shall be accounted for according to generally accepted accounting principles. Each party shall allow the other party access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matters of the Agreement for purposes of audit.
- E. **Disposition of Property.** Upon termination of this Agreement, any property acquired as a result of activities undertaken pursuant to this Agreement and any surplus moneys shall be returned in proportion to the contributions of the Parties.
- F. **Amendments.** Any amendments, changes, or modifications to this Agreement will be valid only if reduced to writing, approved by the Parties' respective Boards, and signed by the County Manager and the CDA Executive Director.

**G. Notices and Authorized Representatives.** All notices and other communications required under or contemplated by this Agreement will be in writing and delivered personally, via First Class mail (postage prepaid) or e-mail to the following Authorized Representatives:

To the CDA

Executive Director  
Dakota County Community Development Agency  
1228 Town Centre Drive  
Eagan, MN 55123

To the County

Dakota County Manager  
Dakota County Administration Center  
1590 Highway 55  
Hastings, MN 55033

These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

**H. Termination.** This Agreement shall terminate upon 180 days' written notice to the Authorized Representative or on December 31, 2026, whichever occurs first. Upon termination, the Human Resources Department or IT Department shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination. Notice required to be provided pursuant to this Agreement to the County regarding termination of this Agreement shall also be provided to the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

**I. Integration and Interpretation.** It is the intent of the Parties that the Attached Appendices and the body of this Agreement are to be interpreted as an integrated whole. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements. To the extent any provision in any Appendix conflicts or is inconsistent with the body of this Agreement, then the provision in the Appendix shall govern and prevail. Nothing in this Agreement shall be interpreted to limit or abridges the CDA's right to enter into one or more separate agreements to provide services for a specific project with the County or any other third-party.

**J. 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.

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

**Approved as to form**

**DAKOTA COUNTY**

\_\_\_\_\_  
Assistant County Attorney    date

\_\_\_\_\_  
Heidi Welsch  
County Manager

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

Approved by Dakota County Board  
Resolution \_\_\_\_\_

**DAKOTA COUNTY COMMUNITY  
DEVELOPMENT AGENCY**

Approved by Dakota County Community  
Development Agency  
Resolution #\_\_\_\_

\_\_\_\_\_  
Tony Schertler  
Executive Director

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

**[This section is intentionally blank]**

**Appendix 1**  
**County Provision of Employee Benefits Participation**

**1. Participation in County Group Employee Benefit Plans.**

- a. **Eligibility.** The County shall allow CDA employees to participate in the County's group medical, dental and vision employee benefit plans on the same basis as County employees. Eligibility for participation in such plans is governed by the terms and conditions of applicable plan documents.
- b. **Premium Costs.** CDA employees are responsible for paying their respective employee share premium costs associated with their participation in the County's group medical, dental and vision employee benefit plans. The CDA shall pay the County all employer share premium costs associated with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. In no event shall the County be responsible for any premium or other costs associated with CDA employees' participation in the County's group medical, dental or vision employee benefit plans.
- c. **Administrative Fee.** The CDA shall pay the County an administrative fee in connection with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. Such administrative fee shall be established on an annual basis by the Director of the Dakota County Employee Relations Department and communicated to the CDA's Executive Director in writing.

- 2. **Liability and Indemnification.** The CDA agrees to defend, indemnify, and hold harmless the County and its elected officials, employees and agents from all claims, demands, and causes of action of any kind or character whatsoever, including the costs of defense thereof, resulting from or relating in any way to the County's performance of services under this Agreement and/or CDA employees' participation in the County's group medical, dental and/or vision benefit employee plans. Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

## **Appendix 2**

### **County Provision of IT Services**

1. **IT Services.** The County agrees that the IT Department will provide IT services to the CDA upon CDA's request. The County and the CDA understand that such services will be provided to the CDA only as requested by the CDA and as agreed to by the IT Department. The County has sole discretion in determining the level of IT services it is able to provide. The CDA retains the discretion to secure IT services from sources other than the County. The CDA shall reimburse the County for IT services, including reasonable and necessary staff time, non-staff costs incurred by the County for the provision of the services, and contracted services provided by third party vendors, all as agreed to by the Parties. The County shall submit fee statements to the CDA identifying the individuals providing the services and itemizing the services provided by each individual, and the non-staff costs incurred by the County.
2. **Payment for Services.**
  - a. **Hourly Rate.** When the IT Department determines the services requested by CDA will require a significant commitment of IT Department resources, the IT Department will promptly inform the CDA that the IT Department will require payment for the requested services. The IT Department and the CDA will agree upon an hourly rate or other measure of compensation for the specific services requested prior to providing the services.
  - b. **Costs.** In addition to paying for the IT consulting services provided by the IT Department pursuant to this Agreement, the CDA shall also reimburse the IT Department for other costs incurred by the IT Department in connection with providing such services. The CDA agrees it is solely responsible for the costs associated with the purchase and maintenance of all end-user computing equipment for CDA employees, including computers, printers and other supplies.
  - c. **Billing.** The IT Department shall invoice the CDA on a monthly basis for services provided to the CDA pursuant to this Agreement and any costs incurred by the IT Department in connection with providing such services. The invoices shall identify the persons providing the services to the CDA and the services provided by each person, the number of hours of services that each person provided, and any costs reimbursable costs incurred by the IT Department in connection with providing such services.
  - d. **Time of Payment.** The CDA shall, within thirty-five (35) calendar days after receipt of an invoice, tender payment to the IT Department for the entire balance of the invoice. In the event the CDA disputes any amount billed to it under this Agreement, the CDA may withhold payment of said amount until after the dispute has been resolved.

3. **Liability and Indemnification.** The CDA agrees to defend, indemnify and hold harmless the County from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the act or omissions, including negligent acts or omissions, of the County, its elected officials, employees and agents in providing services under this Agreement. Nothing in this paragraph is intended as a waiver of any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.



# Board of Commissioners

## Request for Board Action

Item Number: DC-4478

Agenda #: 8.3

Meeting Date: 4/22/2025

**DEPARTMENT:** Office Of Risk Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Update Policy 2200 Liability Loss Reserve Policy And Amended Delegation Of Claims Approval Authority**

### PURPOSE/ACTION REQUESTED

Authorize updates to Policy 2200 Liability Loss Reserve Policy and Amend Delegation of Claims Approval Authority.

### SUMMARY

It is the policy of Dakota County to establish and implement guidance for the administration of the Dakota County liability loss reserve fund. The Dakota County liability loss reserve fund is established to provide funding for deductible expenses on certain lines of insurance coverages, to self-insure certain areas of liability where losses are predictable or non-insurable, and to pay for certain claims, for cause, financial savings, or other acceptable reasons.

The Dakota County liability loss reserve fund is managed by the Office of Risk Management in partnership with Finance. Reserve balances are managed with the assistance of an actuarial analysis completed every three years which provides confidence models for funding based on prior years claims paid, pending claim reserves, and incurred but not yet reported claim projections. To ensure financial prudence and regulatory compliance, staff routinely conduct a review of our liability loss reserve policy. After careful analysis and consultation, staff propose changes to the delegation of claim authority levels which will enhance our ability to manage future liabilities more efficiently.

The proposed changes allow for greater efficiencies in exposure control and claim management. Amended delegation of claims approval authority recommendations are as follows:

- Claims not exceeding ten thousand dollars (\$10,000) are jointly authorized by both the Risk Manager and the County Attorney's Office Civil Director.
- Claims greater than ten thousand dollars (\$10,000) and not exceeding one hundred thousand dollars (\$100,000) are jointly authorized by both the County Manager and the County Attorney.
- Claims exceeding one hundred thousand dollars (\$100,000) require authorization by the County Board of Commissioners.

### RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners authorize the updates to Policy 2200 Liability Loss Reserve and amended delegation of claim approval authority.



**EXPLANATION OF FISCAL/FTE IMPACTS**

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

**RESOLUTION**

WHEREAS, Minn. Stat. § 375.18 authorizes the County Board to delegate payment of certain claims; and

WHEREAS, certain claims are fixed by law pursuant to Minn. Stat. § 471.38, subd. 2; and

WHEREAS, Minn. Stat. § 375A.01 provides for the appointment of the County Manager and outlines the powers and duties of such position; and

WHEREAS, the County Manager is the executive and administrative head of the County and is responsible for the execution of county policies and ordinances, and proper administration of the affairs of the County placed in the Manager's charge; and

WHEREAS, the powers and duties of the County Manager include providing for County purchases and conducting county business as directed by the County Board; and

WHEREAS, it is necessary to establish procedures for the payment of County obligations consistent with Minn. Stat. §§ 471.345 through 471.425; and

WHEREAS, authority is needed to allow payment of some types of obligations without waiting for the next meeting of the County Board; and

WHEREAS, staff recommends revisions to Policy 2200 Liability Loss Reserve to provide the following authority for payment of claims associated with self-insured losses:

- Claims not exceeding ten thousand dollars (\$10,000) are jointly authorized by both the Risk Manager and the County Attorney's Office Civil Director.
- Claims greater than ten thousand dollars (\$10,000) and not exceeding one hundred thousand dollars (\$100,000) are jointly authorized by both the County Manager and the County Attorney.
- Claims exceeding one hundred thousand dollars (100,000) require authorization by County Board of Commissioners.

; and

WHEREAS, by Resolution No. 25-052 (January 21, 2025), the Dakota County Board of Commissioners authorized the County Manager to make payments for property interests necessary for the County's Capital Improvement Program in an amount up to \$30,000 in excess of the County approved appraised value, upon determination that the payment is reasonable, prudent and in the public's best interest, but not to exceed an award by the condemnation commissioners or court; and

WHEREAS, staff recommends increasing the acquisition settlement amount to \$100,000 to match the general claims settlement delegation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby rescinds Resolution No. 11-241 in its entirety and modifies the settlement authority Resolution No. 25-052 as stated herein; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby determines that the following types of payments do not need to be audited by the County Board and hereby delegates to the County Manager the authority to make:

- Payments for salaries, wages and benefits for County employees.
- Payments for fees of jurors pursuant to Minn. Stat. § 593.48 or witnesses pursuant to Minn. Stat. Ch. 357.
- Payments made consistent with the terms of an authorized contract and there is no dispute the services have been provided in a satisfactory manner or any other material dispute in the performance of the contract.

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby delegates to the County Manager the authority to authorize payment of the following types of claims, so long as a) sufficient funds are within the department line-item budget; b) payment is consistent with County policy; and c) payment is in the best interest of the County:

- Petty Cash Reimbursement.
- Postage.
- Travel Advances.
- Necessary witness expenses for court or administrative proceedings.
- Flow-through grant program expenditures where the County is not directly the source or recipient of funds, but merely provides fiscal advice and assistance.
- Employee reimbursement for expenses incurred, e.g., mileage and per diem.
- Expenses related to the interviewing of applicants for a department or division head position, including, but not limited to, travel and testing.
- Payment of utility bills.
- Payment made consistent with the terms of a previously authorized contract when the vendor has submitted a claim and there is no dispute that services have been provided in a satisfactory manner or any other material dispute in performance of the contract.
- Court ordered judgments and reports or awards of condemnation commissioners filed with the court for which the County Attorney does not recommend appealing.
- Worker's compensation claims where payment is consistent with applicable law.
- Payments of other expenses not exceeding \$5,000.

; and

BE IT FURTHER RESOLVED, That the County Manager and the County Attorney are hereby jointly delegated the authority to authorize payment or settlement of the following types of claims, so long as a) settlement is consistent with County policy; and b) settlement is reasonable, prudent and in the public's best interest:

- Property interests necessary for the County's Capital Improvement Program in an amount up

to \$100,000 in excess of the County approved appraised value, but not to exceed an award by the condemnation commissioners or court;.

- Settlement payment of up to of all other claims made by or against the County up to \$100,000 and for insured property damage or other claims, up to the amount of the relevant deductible.

; and

BE IT FURTHER RESOLVED, That the County Board of Commissioners approves the revision of Policy 2200 Liability Reserve as presented; and

BE IT FURTHER RESOLVED, That the County Manager shall update any county policies and procedures concerning claims approval and settlement to reflect the delegations herein.

### **PREVIOUS BOARD ACTION**

11-241; 5/3/11

25-052; 1/21/25

### **ATTACHMENTS**

Attachment: Policy 2022 - DRAFT

### **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: Jenny Groskopf

Author: Jenny Groskopf



## Policy 2200 Liability Loss Reserve

Version: 3.00.00

Effective Date: MM/DD/YYYY

Board or Administrative: Administrative Board

### Policy Statement

It is the policy of Dakota County to establish and implement guidance for the administration of the Dakota County Liability/Loss Reserve Fund (DCLLR).

The DCLLR is used to provide funding for deductible expenses on certain lines of insurance coverages, self-insuring certain areas of liability where losses are predictable or non-insurable and paying certain claims, for cause, financial savings or other acceptable reasons.

### Definitions

- "The County" refers to the officers, employees, agencies, and facilities of Dakota County government.
- "The County Board" refers to the Dakota County Board of Commissioners.
- **Dakota County General Liability Claim Report:** the countywide form used to report claims for bodily injury, personal injury or property damage against Dakota County by persons other than the County employees.
- **Dakota County Liability/Loss Reserve Fund (DCLLR):** the fund designated by County Board Resolution 87-1084 (December 29, 1987) from which to pay claim expenses and reimbursements associated with self-insured losses.

### Source

Authority for this policy is Minn.Stat. §375.18 authorizing the delegation of payment of certain claims to the County Manager as delegated by the County Board Resolution number 25-052.

Authority for the County to self-insure is provided by Minn. Stat. §471.981 and §466.06. General liability of counties, and Worker's Compensation administration are subject to Minn. Stat. Chapter 466 and 176 respectively.

## General

The Dakota County Liability/Loss Reserve (DCLLR) Fund maintains reserves for incurred but unpaid liability claims and related expenses for injuries or property damage which fall within the guidelines of this policy. All unexpended and unencumbered monies, including earned interest in the DCLLR at the end of the fiscal year shall be maintained within the DCLLR Fund to aid in future growth and stabilization of the fund. The monies allocated to the DCLLR Fund as set forth in this policy shall not be transferred or utilized for any other purpose unless otherwise directed by the County Board.

It is the responsibility of the Financial Services Department to ensure that financial administration of the DCLLR is in compliance with GASB Statement No. 10 standards.

The setting aside of reserves for self-insurance purposes in the DCLLR Fund is not intended to be and shall not be construed to be the creation of an insurance company, nor is the DCLLR Fund subject to the laws of the State of Minnesota regarding insurance or insurance companies.

The following expenditures are eligible for coverage consideration:

1. General and professional liability claims and expenses brought against County, employees or officials subject to Minnesota Statute Chapter 466 or arising under Federal Law, which the County is legally obligated to pay or which are compromised or settled subject to the guidelines set forth in this policy.
2. Worker's Compensation claims including indemnity payments, medical expenses and rehabilitative costs to employees and certain classes of volunteers who are injured or suffer occupational illness during their employment.
3. Claim payments falling within identified deductibles on purchased insurance policies or payments which exceed the limits of coverage.
4. Premium Payments on insurance coverages deemed necessary due to the nature of the individual loss exposure and the cost effectiveness of procuring insurance.

The following expenditures are not eligible for coverage consideration:

1. Claims against County officers, agents, employees or volunteers involving any act or omission constituting criminal conduct or deliberate and intentional wrongful act or unauthorized conduct or malfeasance in office, or willful neglect of duty or bad faith within the meaning of Minn. Stat. § 466.07;
2. Claims against the County due to property acquisition through Eminent Domain condemnation actions;
3. Claims for liabilities or losses which are covered under commercial insurance policies purchased by the County;
4. Catastrophic claims which are unusual, unpredictable and uninsurable;
5. Any claim not identified in this policy, other than those which arise under Federal law.

Fund Administration Responsibilities:

- |  |   |
|--|---|
| Financial Services                     | 1. Establish the proper funding account(s) in which the monies set aside for utilization through this policy are placed.  |
| Risk Management and Financial Services | 2. Maintain the necessary records to ensure that utilization of the fund is properly recorded to reflect the current balance on hand, including those reserves established on open claims.  |
| Risk Management and Financial Services | 3. Recommend the amount of money that is required to maintain adequate reserves. On a periodic basis, an actuarial analysis will be conducted of the liabilities funded with the DCCLR to evaluate the adequacy of the fund balance. If at any time during the fiscal year a deficit balance is imminent, recommend that the County Board add a specified dollar amount to this fund to ensure solvency for the remainder of the fiscal year. |
| Treasurer                              | 4. Manages the investment of DCLR funds.  |

Claims Administration Responsibilities:

- |                                     |   |
|-------------------------------------|---|
| Responsible Department              | 1. Notifies Risk Management of claim within 24 hours of occurrence, on the appropriate Report Form.   |
|                                     | 2. Cooperates with Risk Management and County Attorney with respect to establishment of facts, determination of liability, and utilization of professional expertise in defense of the County.  |
| Risk Management and County Attorney | 3. Investigate and recommend denial, compromise or settlement of all claims filed against the County or its employees.  |
| County Attorney                     | 4. Represents the County in connection with all litigation arising under claims brought pursuant to this policy.  |
| Risk Management                     | 5. Issues payment of claims subject to the following guidelines: <ul style="list-style-type: none"> <li>a. Claims not exceeding <del>ten</del> <u>one</u> thousand dollars (\$10,000) are jointly authorized by both the Risk Manager and the County Attorney's Office Civil Director.</li> <li>b. Claims greater than ten thousand dollars (\$10,000) <del>one thousand (\$1000)</del> and not exceeding <u>One hundred</u> thousand dollars <del>(\$100,000) five thousand dollars (\$5000)</del> are authorized by both the County Manager and the County Attorney.</li> <li>c. Claims exceeding <u>one hundred thousand dollars (\$100,000)</u> <del>five thousand dollars (\$5,000)</del> require authorization by County Board of Commissioners.</li> </ul> |

No claims are settled pursuant to this policy unless the claimant has executed and presented a full-release or discharge of liability to the County, its officers and employees unless authorized by the Risk Manager and the County Attorney.

Risk Management and County Attorney

6. Provides semiannual claim status reports to County Manager.

## Procedures

Procedures will be maintained by Risk Management.

## History

Version	Revision Date
1.0	4/1/1991
2.0	6/2/2009
<u>3.0</u>	<u>4/22/2025</u>

## Contact

[Jenny.groskopf@co.dakota.mn.us](mailto:Jenny.groskopf@co.dakota.mn.us)

## Approval

Resolution No. and Date (Board Policies)

OR

~~/s/ Heidi Welsch, County Manager 03/20/25~~





# Board of Commissioners

## Request for Board Action

Item Number: DC-4480

Agenda #: 9.1

Meeting Date: 4/22/2025

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Consent Action

### TITLE

**Acceptance Of Resignation From Member Of Public Art Committee**

### PURPOSE/ACTION REQUESTED

Accept resignation and authorize staff to proceed with the process to fill vacancy.

### SUMMARY

In accordance with the Advisory Committee Membership Policy, written or verbal resignations from advisory committee members are forwarded to the County Manager. When a resignation is received, acceptance of the resignation is placed on the County Board consent agenda and staff is directed to proceed with the process of filling the vacancy.

The Office of the County Manager has been notified of the following resignation from the Public Art Committee:

- Matthew Eppel, who has served for the past year.

### RECOMMENDATION

Staff recommends accepting the resignation and authorizing staff to proceed with the process to fill the vacancy.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the resignation received by Matthew Eppel, District 5 representative on the Public Art Committee and authorizes staff to begin the process to fill the vacancy.

### 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: Heidi Welsch

Author: Jeni Reynolds



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4481

**Agenda #:** 9.2

**Meeting Date:** 4/22/2025

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**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend 2025 Budget Workshop Schedule And Schedule Open Meeting And Data Practices Overview Workshop**

### PURPOSE/ACTION REQUESTED

Authorize to amend the July 17, 2025 budget workshop scheduled to discuss the 2026 budget and schedule an open meeting and data practices overview workshop.

### SUMMARY

The 2025 County Board /Committee of the Whole meeting schedules and the County Board workshops were adopted by Resolution No. 24-476 (September 24, 2024). Schedules were amended by Resolution No. 25-006 (January 7, 2025) and by Resolution No. 25-118 (March 11, 2025). The currently scheduled budget workshops are as follows:

- July 17, 2025, 9:00 a.m.-2:30 p.m. (Conference Room 3A, Administration Center, Hastings).
- September 15, 2025, 9:00 a.m.-4:30 p.m. (Conference Room 3A, Administration Center, Hastings)
- September 16, 2025, 9:00 a.m.-12:30 p.m. (Conference Room 3A, Administration Center, Hastings)

Due to calendar changes, staff is recommending that the July 17, 2025 Budget Workshop be changed to July 23, 2025, 11:00 a.m.-4:30 p.m. (Conference Room 3A, Administration Center, Hastings).

Staff is recommending an open meeting and data practices overview workshop to be scheduled on June 3, 2025, 10:00 a.m. (or following General Government and Policy Committee of the Whole (Conference Room 3A, Administration Center, Hastings). The workshop will cover topics around open meeting law, such as what is a meeting, notice requirements and meeting data. The workshop will also cover data practices topics, such as Minnesota Government Data Practices Act basics, commissioner data, County Board data and retention policies.

### RECOMMENDATION

Staff recommends amending the July 17, 2025 date and changing it to July 23, 2025, 11:00 a.m.-4:30 p.m. (Conference Room 3A, Administration Center, Hastings) and scheduling an open meeting and data practices overview workshop for June 3, 2025 at 10:00 a.m. (or following General Government and Policy Committee of the Whole (Conference Room 3A, Administration Center, Hastings).

**EXPLANATION OF FISCAL/FTE IMPACTS**

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

**RESOLUTION**

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby cancel the July 17, 2025 Budget Workshop and reschedule it to July 23, 2025, 11:00 a.m.-4:30 p.m. (Conference Room 3A, Administration Center, Hastings); and

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules an open meeting and data practices overview workshop for June 3, 2025, at 10:00 a.m. (or following General Government and Policy Committee of the Whole (Conference Room 3A, Administration Center, Hastings)).

**PREVIOUS BOARD ACTION**

25-006; 1/7/25

**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: Heidi Welsch

Author: Jeni Reynolds



# Board of Commissioners

## Request for Board Action

Item Number: DC-4345

Agenda #: 10.1

Meeting Date: 4/22/2025

**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute 2025 Lease Agreement For Agricultural Use Of County Property**

### PURPOSE/ACTION REQUESTED

Authorize execution of a lease agreement for agricultural use of County property.

### SUMMARY

Dakota County has historically leased some unimproved County-owned land for interim agricultural purposes until it can be converted to its highest and best use according to approved plans.

#### Lease Approach

The County Board directed staff to use a competitive sealed-bid process for leasing County-owned property for agricultural use in 2013 by Resolution No. 12-526 (October 23, 2012). The resolution authorized one-year lease terms for a sealed-bid leasing process; subsequent leases may have terms of up to three years. The resolution further directed that if the County receives no bids or receives unacceptable bids, staff was to negotiate with current tenants or others to develop one-year agricultural-use leases for those sites without an acceptable bid and that all successful bids and negotiated agricultural-use leases be presented to the County Board for review and consideration. The sealed bid process has been successful in offering lease opportunities to more interested parties.

#### 2025 Bids for Lease of County-Owned Land for Agricultural Use

For the 27.1-acre agricultural lease near the Empire composting facility (Attachment: Draft Lease With Lease Site Map), a bid request was placed on the County website, and a legal notice was published in the official County newspaper. Previous bidders for agricultural land leases on County owned land were also notified. The bid opening was conducted on March 27, 2025, with the following three bids received:

#### Bidder Annual Rent (Per Acre)

Joe Marthaler: \$5,326.50 (\$196.55)

Kyle Braun: \$5,176.10 (\$191.00)

Paul Werner: \$4,315.68 (\$159.25)

For comparison, the lease rate received for 2024 was approximately \$4,120, or \$152 per acre.

### RECOMMENDATION

Staff recommends that the County Board award the agricultural land lease to the highest bidder. Staff

further recommends that if the highest bidder cannot meet the lease terms, staff then proceed to assign the lease contract to the next highest bidder and return it to the County Board for approval. If any bidder cannot meet the lease terms, then staff should negotiate with the previous renter or others for leasing the agricultural property in 2025.

### EXPLANATION OF FISCAL/FTE IMPACTS

Interim agricultural land rental revenue in 2025 will be allocated to the 2025 Real Estate Office General Support fund under Physical Development Administration.

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

### RESOLUTION

WHEREAS, Dakota County has historically leased portions of unimproved County-owned parkland for interim agricultural purposes until it can be converted to its highest and best use according to approved master plans; and

WHEREAS, by Resolution No. 12-526 (October 23, 2012), the County Board directed staff to use a competitive sealed-bid process for leasing County-owned property for agricultural use; and

WHEREAS, the resolution authorized one-year lease terms for the initial leases and a sealed bid leasing process and subsequent leases may have terms of up to three years; and

WHEREAS, the resolution further directed that if the County receives no bids or receives unacceptable bids, staff was to negotiate with current tenants or others to develop one-year agricultural-use leases for those sites without an acceptable bid; and

WHEREAS, all successful bids and negotiated agricultural-use leases must be presented to the County Board for review and consideration; and

WHEREAS, on March 27, 2025, three bids were received for leasing County-owned property for agricultural use; and

WHEREAS, staff recommends executing a contract with the high bidder in the amount of \$5,326.50 for the 2025 growing season.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an agricultural lease agreement with the following individual for the use of specified County land at the rates, durations, and terms described, subject to approval by the County Attorney's Office, as to form: Joe Marthaler, for a lease on no more than 27.1 acres of cropland near the Empire Composting Facility (Site 6) at a rate of \$196.55 per acre for a total amount of \$5,326.50 from April 10, 2025, through December 31, 2025

### PREVIOUS BOARD ACTION

12-526; 10/23/12

### ATTACHMENTS

Attachment: Lease Site #6 Map

Attachment: RFB Dakota County Agricultural Lease Site #6 2025

Attachment: Bid - Paul Werner

Attachment: Bid - Kyle Braun

Attachment: Bid - Joe Marthaler

### **BOARD GOALS**

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

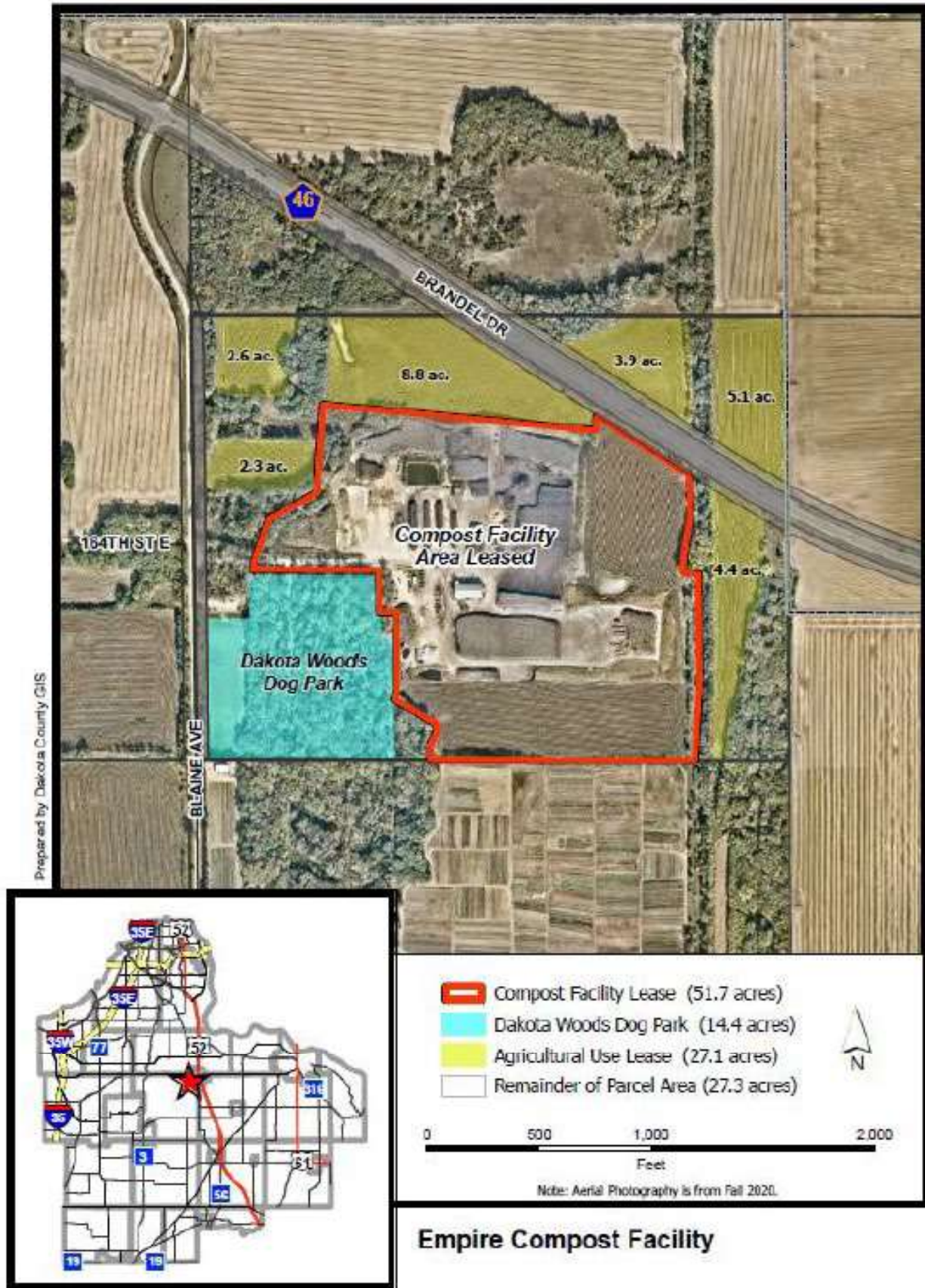
### **CONTACT**

Department Head: Erin Stwora

Author: Eddie Buell



Attachment: Lease Site Map





## BIDDING INSTRUCTIONS AND SPECIFICATIONS FOR THE LEASE OF AGRICULTURAL PROPERTY OWNED BY DAKOTA COUNTY

Sealed bids will be received up until 9:00 AM on 3/27/2025. Bids may be submitted in one of the following ways.

1. Bring sealed bid to public opening at 9:00 AM local time on 3/27/2025 at the Physical Development Department office located on the 3rd floor of the Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, Minnesota, 55124, at which time bids will be publicly opened and read aloud.

2. US Mail/Hand delivery prior to public bid opening:

Dakota County Western Service Center

Attn: Lorrie Adams

14955 Galaxie Ave

Apple Valley, MN 55124

Mark envelope 'SEALED BID-AG LEASE' clearly and in large letters. Bids must arrive before the bid opening date and time.

-OR-

3. Complete and scan/photograph Bid Form and email to:

[lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

Subject Line: Ag Lease Bid

Bids will be OPENED and read publicly at 9:00 AM Local Time on the aforesaid date at the Physical Development Department office located on the 3<sup>rd</sup> floor of the **Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, Minnesota, 55124.**

Contracts are not let until the Dakota County Board of Commissioners awards the contract at a public meeting on April 8<sup>th</sup> at 9:00 AM, in the Board Room, Dakota County Administration Center, 1590 West Highway 55, Hastings, Minnesota. The lease is attached hereto as Exhibit 1, which contains specifications as Exhibit A1 and B1.

The successful bidder must enter into a lease with the County, as described in this bid packet, within 10 days after receiving notification of award.

The successful bidder will be required to furnish to the County before the effective date of the Agreement a Certificate of Insurance naming the County as an additional insured for coverage not less than the tort liability limitations set forth in Minnesota Statute Section 466.04 for all claims submit to those statutory limitations (\$1.5 million). All policies shall provide that they shall not be cancelled, materially changed, or not renewed within thirty days prior notice thereof to the County.

**INVITATION TO BID AND BID FORM  
FOR THE LEASE OF AGRICUTLURAL PROPERTY  
OWNED BY DAKOTA COUNTY**

The specifications governing this lease, entitled BIDDING INSTRUCTIONS AND SPECIFICATIONS FOR THE LEASE OF AGRICULTURAL PROPERTY OWNED BY DAKOTA COUNTY, are attached hereto and incorporated as part of this invitation to bid.

Sealed bids must be received by the Dakota County Real Estate Office, 3<sup>rd</sup> floor of the Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, MN 55124, and time stamped **not later than 9:00 AM Local Time on 3/27/2025, OR** received via email **not later than 9:00 AM Local Time on 3/27/2025** by sending a scanned copy or picture of the completed bid form to [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us), **OR** brought to the public opening at **9:00 AM Local Time on 3/27/2025** at Dakota County Real Estate Office, 3<sup>rd</sup> floor of the Dakota County Western Service Center, 14955 Galaxie Ave., Apple Valley, MN 55124. Bids will be opened and winner selected by 3/27/2025.

**Mark envelope 'SEALED BID – AG LEASE' clearly and in large letters.**

The County reserves the right to accept or reject any or all bids or parts of bids and to waive information therein. As provided by statute a bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. BIDS MADE IN PENCIL WILL BE REJECTED.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Provide bid for 2025 growing season. Bid is only for the 2025 growing season. RFB will be re-evaluated and reposted for the 2026 growing season and additional seasons going forward.

Site Number	<b>Site 6</b>
Total Acres for Site	27.1 acres
X Per Acre Price Bid	\$_____per acre
= Total Rent for 2025 Season	\$_____Total

Signature: \_\_\_\_\_

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

Any questions should be submitted via email to Lorrie Adams, Real Estate Specialist, [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

The bidder agrees to complete all farming operations for which the lease of this property is intended in accordance with the Specifications and Special Provisions contained herein and as on file in the Office of Dakota County Facilities Management.

## SAMPLE LEASE FOR SITE 6

Dakota County Contract #

### FARM LEASE BETWEEN COUNTY OF DAKOTA AND (SITE #6)

THIS LEASE AGREEMENT ("Lease") is made and entered into as of \_\_\_\_\_ [date] \_\_\_\_\_ by and between the County of Dakota, a political subdivision of the State of Minnesota ("Landlord"), and \_\_\_\_\_ [name] \_\_\_\_\_, a \_\_\_\_\_ [person/entity] \_\_\_\_\_ "Tenant".

For and in consideration of the rent herein provided, the covenants, agreements, obligations and duties herein that are to be kept and/or performed by Tenant and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, but subject to the terms, conditions, reservations, exceptions and limitations hereinafter set forth, the parties agree to the following:

**Section 1. Description of the Leased Property.** Landlord hereby leases to the Tenant that certain portion real property located in Dakota County, State of Minnesota, depicted as the "Leased Area" in the attached **EXHIBIT A1** (herein called the "Land"), which also includes the specific Parcel Identification Number for the real estate upon which the Land is located.

**Section 2. Use of Land.** The Land is to be used solely for the purpose of crop production farming. Tenant shall not use the Land for any other purpose. Tenant's use of the Land shall not violate any applicable ordinance, law, or regulation. Tenant shall not create or permit any nuisance, damage, or waste to be made or maintained thereon, nor shall the Tenant construct or permit any structure on the Land.

**Section 3. Length of Lease.** This Lease is for a term of   [#]   growing season beginning on \_\_\_\_\_ [date] \_\_\_\_\_ and ending on \_\_\_\_\_ [date] \_\_\_\_\_.

**Section 4. Amount of Rent.** The Tenant shall pay to the Landlord as rental for the Land, the total sum of \$ \_\_\_\_\_ (the "Rent") for the duration of the Term. The Rent shall be due in full upon execution of this Lease.

**Section 5. Tenant Covenants.** Tenant hereby covenants and agrees:

- (a) **Specifications.** Tenants use of the Land shall be in compliance with the specifications identified in **EXHIBIT B1**, including, but not limited to, any limitations on the type of crops to be planted on the Land;

## SAMPLE LEASE FOR SITE 6

- (b) Herbicides. Tenant shall only use agricultural herbicides on the Land that decompose in the same growing season and result in zero carryover (for grasses) to the next growing season. Such zero carryover herbicides include glyphosate, glufosinate, and dicamba. Tenant shall obtain written approval from the Parks Director prior to using any other or alternative herbicide;
- (c) Preparation of the Land. Tenant, before completion of the Term, shall plow, disc or otherwise prepare the Land to a condition suitable for planting;
- (d) Compliance with Conservation Plans. Tenant's operations on the Land shall be in accordance with Federal, State and County regulations and conservation plans approved by the Dakota County Soil and Water Conservation District or National Resources Conservation Service. In addition, Tenant certifies that it is and shall remain in compliance with approved conservation plans, buffer setback requirement and other Dakota County regulations on other property that the Tenant owns or rents;
- (e) Waterways. Tenant shall retain and protect any existing waterways on the Land;
- (f) No Waste by Tenant. Tenant shall cultivate the Land in a careful and responsible manner, which shall include, but not be limited to:
  - (i) keeping up and maintaining any fences so as to protect all crops from injury and waste;
  - (ii) protecting the fruit and shade trees on the Land and to cut no green trees; and
  - (iii) committing no waste or damage on the Land nor permitting any be done;
- (g) Maintenance of Improvements. Tenant shall keep up and maintain in good repair all buildings, fences and improvements on the Land, if any;
- (h) Removal of Dirt. Tenant agrees not to remove any dirt, straw or manure from the Land, but to spread upon the Land all manure made therefrom;
- (i) Nondiscrimination. During the performance of this Lease, the Tenant agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed to national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination; and

## SAMPLE LEASE FOR SITE 6

- (j) Prohibited Uses. Tenant shall use the Land for the sole farming purpose of cultivating agricultural commodity crops and agrees not to use the Land for any other purpose, including, but not limited to, soil tillage, hay cutting, livestock grazing, hunting, trapping, camping, open fires, tents, storage sheds, temporary shelters, off-road motorized vehicles, wood removal, overnight parking of motor vehicles and farm equipment, harm to mammals, birds, and other park wildlife, discharge of firearms, use of other weaponry, and any other non-pastoral uses prohibited by County Ordinance 107. Any use other than that explicitly permitted by this Lease must be approved in writing by Landlord prior to commencement of said use.

Section 6. Insurance. As a condition precedent to and condition subsequent of this Lease, the Tenant shall carry general liability on the Land and on any personal property situated thereon as Tenant may deem necessary and adequate to protect their property and interests therein and their risk relating thereto, but in no event shall coverage be for less than the tort liability limits established in Minnesota Statute section 466.04. If the limits set forth in the statute increase, as a condition subsequent of this Lease, the Tenant shall procure insurance to match the increased coverage.

Prior to execution of this Lease, the Tenant shall present to the Landlord a "Certificate of Insurance" indicating the coverage and naming the Landlord as a certificate holder. Failure to provide a "Certificate of Insurance" shall result in a breach of this Lease by Tenant.

Section 7. Landlord's Rights. Landlord reserves and Tenant consents to the following rights:

- (a) Without relieving Tenant of any obligations set forth herein, Landlord reserves the right to remove any crops not harvested by Tenant, for any reason, upon the expiration of this Lease;
- (b) Landlord reserves the right to administer and manage the Land as parkland to the extent such management does not interfere with normal farm crop production practices. This right also includes the right of the Parks Department to permit hunters to have access to the Land during specially permitted hunts on County park property;
- (c) Dakota County Parks Department staff and Park Patrol officers may conduct reasonable investigations on the Land. Investigations will be conducted in such a way as to have the least amount of impact possible on crops planted on the Land; and

## SAMPLE LEASE FOR SITE 6

- (d) Landlord may transfer its interest in the Land during the term of this Lease to a third-party subject to the rights and obligations of this Lease.

**Section 8. Default.** Tenant shall be in default, with no further notice, upon the happening of the following:

- (a) Failure to pay the Rent when due;
- (b) Breach by Tenant of any covenant or condition herein; and
- (c) Any abandonment of the Land by Tenant for a period in excess of ninety (90) days during the term hereof.

(Hereinafter collectively referred to as "Events of Default").

**Section 9. Remedies.** The occurrence of any one or more Events of Default will result in the termination of this Lease and the Landlord may re-enter and take possession of the Land and hold and enjoy the Land without the re-entering working a forfeiture of the rents to be paid by the Tenant for the full term on the Lease and forfeiture of any crops growing on the Land. The Parties to this agreement acknowledge that termination and re-entry is not the sole remedy available to the Landlord, and that the Landlord may pursue any, and all remedies for breach of this Lease and the covenants herein available to it under law or equity. Any delay by Landlord in pursuing its remedies upon notice of any one or more Events of Default shall not constitute a waiver of any such remedies.

**Section 10. Landlord's Lien.** The Landlord shall have a lien as provided by Minn. Stat. § 514.964 on all crops grown or growing on the Land as security for the rent herein specified and for the faithful performance of the terms of this Lease. If Tenant fails to pay the rent due or fails to keep the agreements of this Lease, all costs and attorneys' fees of the Landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by Tenant hereunder.

**Section 11. Notices.** Any notice pertaining to this Lease shall be delivered to:

LANDLORD:        Dakota County  
                      14955 Galaxie Ave  
                      Apple Valley, MN 55124  
                      Attn: Real Estate Office

**TENANT:**

## SAMPLE LEASE FOR SITE 6

Section 12. **Holdover.** If the Tenant remains in possession of the Land after the expiration of the Term, such possession by the Tenant shall not be construed to be a renewal of this Lease, but to be a holdover on a month-to-month tenancy at the will of the Landlord, with rent payable on the first day of each month, beginning the 1<sup>st</sup> of the month following expiration of the Term, calculated as the Rent divided by 8 and multiplied by 3.

Section 13. **No Assignment.** Tenant agrees not to assign this Lease or sublet the Land or any part thereof without the written consent of Landlord.

Section 14. **Quiet Enjoyment.** Landlord covenants that the Tenant, upon paying the rents and performing the covenants set forth above, shall peaceably and quietly have, hold, and enjoy the Land for the term of this Lease, subject to the rights reserved by the Landlord.

Section 15. **Indemnification.** To the fullest extent permitted by law, Tenant agrees to indemnify the Landlord, it's officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense specifically including attorneys' fees and other costs and expenses of defense, which result from, or otherwise arise in connection with, any actions, claims or proceedings of any sort and which is caused by any act or omission of Tenant, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Tenant may be legally responsible.

Section 16. **Amendment or Modification.** Amendments, modifications, or alterations of this Lease shall be in writing and signed by both the Landlord and the Tenant.

Section 17. **Non-Joint Venture.** The parties agree that nothing contained herein shall be considered a joint venture or partnership undertaken by the parties.

Section 18. **Entire Agreement.** This Lease is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. The Tenant has had an opportunity to review the terms of this Lease with Tenant's own legal counsel, whether Tenant has elected to consult with counsel or not. Tenant has read and understands the terms of this Lease and agrees to be bound by the terms of this Lease.

Section 19. **Electronic Signatures.** Each party agrees that 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.

## SAMPLE LEASE FOR SITE 6

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the date(s) indicated below.

**LANDLORD:**

\_\_\_\_\_  
Georg Fischer, Director  
Physical Development Department

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

**TENANT:**

\_\_\_\_\_  
[Name]

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

**APPROVED AS TO FORM:**

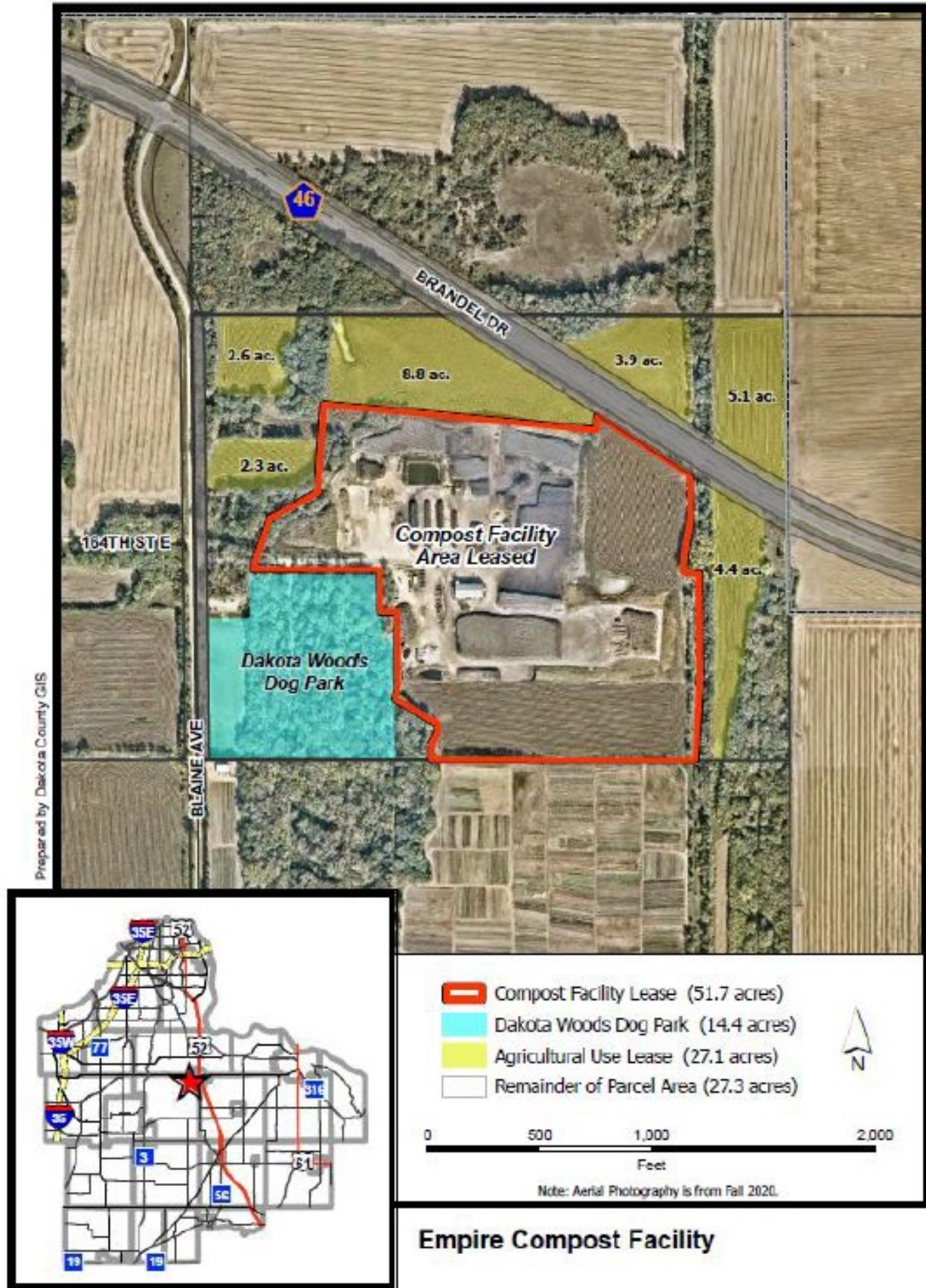
/s/ \_\_\_\_\_  
Assistant Dakota County Attorney/Date  
KS-\_\_\_\_-\_\_\_\_\_  
Dakota County Board Resolution

**Drafted by:**

Dakota County Attorney's Office  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033  
Telephone: (651) 438-4438



Attachment: Lease Site Map



**Site #6**

**Specifications for Agricultural Lease in Empire Township**

**The following specifications for farming practices supplement the specifications found in the Lease granted by Dakota County.**

**Crops and Acreages**

Rentable acres: 27.1

Agricultural Site 6 must be planted in row crops which may include production of garden vegetables legally permitted for production under federal, state, and local laws.

**Tillage:** This field must be tilled using a system that provides a minimum of 30% crop residue after planting. Additional specifications for farming practices can be found in the sample farm lease at the end of this bid packet.

**Minimum Sealed-Bid Quote**

For rental during 2025 growing season only.



**INVITATION TO BID AND BID FORM  
FOR THE LEASE OF AGRICULTURAL PROPERTY  
OWNED BY DAKOTA COUNTY**

The specifications governing this lease, entitled BIDDING INSTRUCTIONS AND SPECIFICATIONS FOR THE LEASE OF AGRICULTURAL PROPERTY OWNED BY DAKOTA COUNTY, are attached hereto and incorporated as part of this invitation to bid.

Sealed bids must be received by the Dakota County Real Estate Office, 3<sup>rd</sup> floor of the Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, MN 55124, and time stamped **not later than 9:00 AM Local Time on 3/27/2025, OR** received via email **not later than 9:00 AM Local Time on 3/27/2025** by sending a scanned copy or picture of the completed bid form to [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us), **OR** brought to the public opening at **9:00 AM Local Time on 3/27/2025** at Dakota County Real Estate Office, 3<sup>rd</sup> floor of the Dakota County Western Service Center, 14955 Galaxie Ave., Apple Valley, MN 55124. Bids will be opened and winner selected by 3/27/2025.

**Mark envelope 'SEALED BID – AG LEASE' clearly and in large letters.**

The County reserves the right to accept or reject any or all bids or parts of bids and to waive information therein. As provided by statute a bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. BIDS MADE IN PENCIL WILL BE REJECTED.

Name: Joe Marthaler

Address: 3748 - 170th St E Rosemount

Telephone: 612-875-1034

Email: mmarthaler1@gmail.com

Provide bid for 2025 growing season. Bid is only for the 2025 growing season. RFB will be re-evaluated and reposted for the 2026 growing season and additional seasons going forward.

Site Number	Site 6
Total Acres for Site	27.1 acres
X Per Acre Price Bid	\$ <u>196.55</u> per acre
= Total Rent for 2025 Season	\$ <u>5326.50</u> Total

Signature: Joe Marthaler

Title: Owner

Any questions should be submitted via email to Lorrie Adams, Real Estate Specialist, [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

The bidder agrees to complete all farming operations for which the lease of this property is intended in accordance with the Specifications and Special Provisions contained herein and as on file in the Office of Dakota County Facilities Management.



**INVITATION TO BID AND BID FORM  
FOR THE LEASE OF AGRICULTURAL PROPERTY  
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Name: Kyle Braun

Address: 2956 232<sup>ND</sup> ST. EAST Hampton MN 55031

Telephone: 612-328-2093

Email: TimBraun@frontiernet.net

Provide bid for 2025 growing season. Bid is only for the 2025 growing season. RFB will be re-evaluated and reposted for the 2026 growing season and additional seasons going forward.

Site Number	Site 6
Total Acres for Site	27.1 acres
X Per Acre Price Bid	\$ <u>191.00</u> per acre
= Total Rent for 2025 Season	\$ <u>5176.10</u> Total

Signature: Kyle Braun

Title: Owner

Any questions should be submitted via email to Lorrie Adams, Real Estate Specialist, [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

The bidder agrees to complete all farming operations for which the lease of this property is intended in accordance with the Specifications and Special Provisions contained herein and as on file in the Office of Dakota County Facilities Management.

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FOR THE LEASE OF AGRICULTURAL PROPERTY  
OWNED BY DAKOTA COUNTY**

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Name: PAUL N. WERNER

Address: 4324 190<sup>TH</sup> ST. E. HASTINGS MINN 55033

Telephone: (651) 983-7258 (CELL)

Email: ~~wertrk~~wertrk@farmers@yahoo

Provide bid for 2025 growing season. Bid is only for the 2025 growing season. RFB will be re-evaluated and reposted for the 2026 growing season and additional seasons going forward.

Site Number	Site 6
Total Acres for Site	27.1 acres
X Per Acre Price Bid	\$ <u>159.25</u> per acre
= Total Rent for 2025 Season	\$ <u>4315.68</u> Total

Signature: Paul N. Werner

Title: OWNER FARMER

Any questions should be submitted via email to Lorrie Adams, Real Estate Specialist, [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

The bidder agrees to complete all farming operations for which the lease of this property is intended in accordance with the Specifications and Special Provisions contained herein and as on file in the Office of Dakota County Facilities Management.



# Board of Commissioners

## Request for Board Action

Item Number: DC-4467

Agenda #: 10.2

Meeting Date: 4/22/2025

**DEPARTMENT:** Facilities Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Management Agreement Between Dakota County And Guild For Space Located At Crisis And Recovery Center And Execute Declaration For Crisis And Recovery Center**

### PURPOSE/ACTION REQUESTED

- Authorize execution of a management agreement (Attachment: Draft Management Agreement) with Guild for space located in the Dakota County Crisis and Recovery Center.
- Authorize execution of a State of Minnesota General Obligation Bond Financed Declaration (Attachment: Draft Declaration) for the Crisis and Recovery Center.

### SUMMARY

The County recently constructed and opened the Crisis and Recovery Center in West St. Paul to be used for residential mental health services for up to 16 individuals per night.

Community Services staff has contracted with Guild to manage the services and operations on the residential side of the facility with all associated requirements included in that contract. To have Guild operate in a County facility, a management agreement for use of that space is necessary per State and County requirements.

The agreements required from the State result from two State funding sources totaling \$9,459,928, of which \$6,000,000 is 2023 State General Obligation Bonds and \$3,459,928 is a State Department of Human Services (DHS) Grant award. The primary agreement for acceptance of the outside funds is the Grant Agreement which was authorized by two separate County Board actions. The DHS grant was accepted by Resolution No. 22-095 (March 8, 2022). In May 2023, the County was informed that \$6,000,000 was awarded in the 2023 legislative session. By Resolution No. 23-291 (June 20, 2023), these funds were incorporated into the project budget.

The Grant Agreement imposes certain restrictive covenants on improvements and related land, particularly that the project area cannot be sold without the approval of the Minnesota Department of Management and Budget, that the property is subject to all terms of the General Obligation Bonds Proceeds Grant Agreement, and that these requirements shall remain in effect for 37.5 years from the date of execution.

The Grant Agreement was signed by all parties in December 2024. One of the requirements of the Grant Agreement is the execution of a Management Agreement between the County and Guild. This agreement takes the place of a typical lease or license agreement and outlines the parties'

responsibilities with respect to the use of the space. Both parties have reviewed and come to an agreement on the terms. The Draft Management Agreement was reviewed by the Assistant Commissioner of Minnesota Management and Budget, starting January 21, 2025, and completed on April 3, 2025. Execution of this agreement is critical to collecting the combined \$9,459,928 of State funding.

The key difference between the Management Agreement and a typical lease or license agreement is that Guild does not pay rent. However, a responsibility matrix has been developed that specifies tasks and cost responsibilities by each party. The estimated annual cost for the Facilities Management portion of the Crisis and Recovery Center is approximately \$81,000. Guild uses approximately 85 percent of the facility for services and will reimburse the County for actual expenses incurred annually. The reimbursement is estimated to be \$69,000.

The Management Agreement will end on December 31, 2034, to align with the Community Services contract with Guild to provide services in the Crisis and Recovery Center.

### RECOMMENDATION

Staff recommends execution of a State of Minnesota General Obligation Bond Financed Declaration for the Crisis and Recovery Center and a Management Agreement with Guild for space located in the Dakota County Crisis and Recovery Center.

### EXPLANATION OF FISCAL/FTE IMPACTS

Guild will reimburse the County for actual expenses on an annual basis. These are estimated to be approximately \$69,000 of the total facility operating costs of approximately \$81,000. The 2025 Facilities Management Adopted Budget includes the balance of funds required to operate the facility.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Amendment Requested |  | <input type="checkbox"/> New FTE(s) requested |

### RESOLUTION

WHEREAS, Dakota County recently constructed and opened the Crisis and Recovery Center in West St. Paul to be used for residential mental health services for up to 16 individuals per night; and

WHEREAS, Community Services staff has contracted with Guild to manage the services and operations on the residential side of the facility with all associated requirements included in that contract; and

WHEREAS, for Guild to operate in a County-owned facility, a management agreement for use of that space is required; and

WHEREAS, receipt of State funding totaling \$9,459,928 is contingent on execution of both the grant agreement and the management agreement; and

WHEREAS, the Grant Agreement imposes certain restrictive covenants on improvements and related land, particularly that the project area cannot be sold without the approval of the Minnesota Department of Management and Budget, that the property is subject to all terms of the General Obligation Bonds Proceeds Grant Agreement, and that these requirements shall remain in effect for 37.5 years from the date of execution; and

WHEREAS, Dakota County may agree to these restrictive covenants by executing a Declaration; and

WHEREAS, the Declaration that will encumber the Crisis and Recovery Center project area legally described as:

**Legal Description for Tax Parcel No. 42-52501-01-010**

Real property located in the City of West St. Paul, County of Dakota, State of Minnesota, legally described as follows:

Lot 1 (1), Block One (1), NORTHERN SERVICE CENTER 2ND ADDITION, according to the recorded plat thereof.

; and

WHEREAS, the Dakota County Board of Commissioners must approve all leases and licenses for space use; and

WHEREAS, the State of Minnesota requires a management agreement to be in place instead of a lease or license; and

WHEREAS, the residential treatment side of the facility will be used entirely by Guild to provide services; and

WHEREAS, staff from Facilities Management, Community Services, and Guild have agreed to the management agreement terms for their space; and

WHEREAS, the management agreement terms provide for a 90-day notice of termination to align with the contract for services term; and

WHEREAS, the County Board finds that the management agreement is consistent with the County's interest in cooperating with Guild to provide space in the Dakota County Crisis and Recovery Center; and

WHEREAS, staff recommends the Chair of the Dakota County Board of Commissioners execute a State of Minnesota General Obligation Bond Financed Declaration for the Crisis and Recovery Center; and

WHEREAS, staff recommends the Physical Development Director execute a Management Agreement with Guild for space in the Crisis and Recovery Center.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a management agreement with Guild, substantially as attached, for use of space in the Crisis and Recovery Center, for the period of February 10, 2024, through December 31, 2034, subject to approval of the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes



the Board Chair to execute a State of Minnesota General Obligation Bond Financed Declaration for the Crisis and Recovery Center, subject to approval of the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

22-095; 3/08/22

23-291; 6/22/23

**ATTACHMENTS**

Attachment: Draft Management Agreement

Attachment: Draft Declaration

**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: Mike Lexvold

Author: Mike Lexvold

**CONTRACT BETWEEN THE COUNTY OF DAKOTA  
AND GUILD  
FOR USE OF COUNTY SPACE**

This Contract (Contract) is made and entered into between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Facilities Management Department (County) and Guild, a Minnesota nonprofit corporation, 122 South Wabasha Street, Suite 400, St. Paul, Minnesota 55107 (Contractor). Contractor and County are collectively referred to herein as the “parties” and individually as “party.”

**WHEREAS**, the County owns the property located at 2025 Livingston Avenue, West St. Paul, MN (the “Property”); and

**WHEREAS**, the Property is improved with a facility designed and intended for the County to provide services under one or more Government Programs (defined below); and

**WHEREAS**, the portion of the facility to be occupied by Contractor is to be operated as a Crisis and Recovery Center (the “Center”), at which the County, through a contractor, will provide crisis assessment and supportive services, intensive residential treatment services, and crisis residential services; and

**WHEREAS**, the County has entered into a contract with Contractor to provide services for the occupation, managing, and running of governmental programs permitted by Minn. Stat. §§ 245I.01 to 245I.13, and 245I.23 (the “Government Programs”) at various locations in the County, including but not limited to crisis assessment and support services, and other services related to the Government Programs which Contractor will provide at the Center under the parties’ services contract (the “Services Contract”); and

**WHEREAS**, the County is authorized to enter into contracts for the management of property owned by the County pursuant to Minn. Stat. § 373.01, subd. 1(5); and

**WHEREAS**, the parties desire to enter into this agreement for the purposes of identifying the parties’ responsibilities relating to the use, occupation and management of the Center during the time Contractor is providing services under the Services Contract; and

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the services relating to the management of the Center according to the provisions of this Contract.

**NOW, THEREFORE**, the parties agree as follows:

**1. TERM**

- 1.1 Term. This Contract is effective and enforceable on the date the last party executes this Contract (“Effective Date”) and expires on December 31, 2034, unless earlier terminated by law or according to the provisions of this Contract (the “Term”).
- 1.2 Not Required to Renew. Notwithstanding anything in this Contract or in the Services Contract, the County is not required to renew or extend the term of this Contract beyond the original term and the County may, at its sole option and discretion, allow the Contract to expire at the end of such term or terminate Contractor’s use and occupation of the Center according to the terms of this Contract.

**2. CONTRACTOR'S OBLIGATIONS**

- 2.1. Management Services. County appoints Contractor to manage the Center according to the terms of this Contract (the “Management Services”). Contractor is responsible for managing the Center

in a professional, competent and business-like manner, in material compliance with all legal requirements, the terms and provisions of this Contract, and the Responsibility Matrix identified in section 3.6 below.

- 2.2. Program Reporting. Contractor shall use and operate the Center only for the Government Program(s) identified for the Center in the Services Contract. Contractor shall provide the County with an initial program evaluation report, in a form reasonably acceptable to the County, no later than [insert date]. The County may require Contractor to provide one or more annual program evaluation reports, if requested by the County, to the extent reasonably necessary to establish for the State that Contractor is operating the Center for the Government Program(s).
- 2.3. Annual Program Budget. Contractor shall provide County with an initial program budget by [insert date], showing the anticipated revenue and expenses for the Government Program(s) operated at the Center. Contractor shall thereafter provide the County with annual program budgets for the then-coming Calander year. The annual budgets shall be provided to the County on or before November 15 each year during the term of this Contract.
- 2.4. Ability to Perform. Contractor must maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor must promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County must determine whether such inability requires amendment or termination of this Contract.
- 2.5. Contractor Staff.
  - A. New Hire Verification. Contractor agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such law.
  - B. New and Vacant Positions. Contractor must list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, during the term of this Contract.
- 2.6. Contractor to Allow Inspections. Contractor shall allow the County and the Minnesota Department of Human Services, or any successor State agency, to inspect the Center at any reasonable time following reasonable notice from the County or the State agency.
- 2.7. Successors and Assigns. Contractor agrees to provide Notice to County at any time Contractor is merged with or acquired by another entity or all of its assets are purchased by another entity. In order to continue Management Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County. Contractor must receive written consent from the County permitting the Contractor to assign this Contract to the Contractor's successor and such successor must agree in writing to assume all of Contractor's rights, duties, liabilities, obligations, and provisions of the Contract.

### **3. REAL PROPERTY**

- 3.1. License. Subject to Contractor complying with this Contract and the Services Contract, the County grants, and Contractor accepts, a license to occupy and use the Center. Contractor may use and occupy the Center on the terms and conditions contained in this Contract, in its present "AS IS" condition on the date hereof. County has made no representations, warranties or undertakings as to the present or future condition of the Center or the fitness and availability of the Center for any particular use. The acceptance of the Center by Contractor shall constitute an acknowledgment by

Contractor that the Center is in the condition it is required to be in by this Contract. With the exception of certain operational, maintenance and repair costs as set forth on the Responsibility Matrix identified in section 3.6, the County shall not charge rent, a license fee or similar charge for Contractor's use, management and operation of the Center and the Property under this Contract for the duration of the Contract term, including any extension or renewal thereof.

- 3.2. No Lien or Encumbrance. Contractor acknowledges that this Contract and does not convey any interest in the Center or the Property to Contractor and Contractor may not assign or otherwise transfer its interest in this Contract without the prior written consent of the County. Contractor acknowledges and warrants that it may not and will not allow any voluntary or involuntary lien or encumbrance on the Center or any portion of the Property without the prior written consent of the County and the State of Minnesota.
- 3.3. Retention of Legal Ownership by County. County at all times shall continue to exercise legal ownership and control over the Center and the Property, subject to Contractor's management and use rights and obligations under this Contract and the Services Contract. By entering into this Contract, County does not delegate to Contractor any of the powers, duties, and responsibilities vested in the County as they relate to the Center and the Property, except as provided for in this Contract and the Responsibility Matrix.
- 3.4. County's Right/Obligation to Alter/Improve Property. County may at any time, at its expense, make such alterations or improvements in or to the Center or the Property as County determines appropriate. All alterations or improvements must be made in a manner to cause the least practicable interference with the operation of the Center. In the event any alterations, additions or improvements, structural or nonstructural, are required to bring the Center into compliance with any applicable requirements under all laws, ordinances, orders, rules and regulations of authorities with jurisdiction over the Center, County must make such alterations, additions and improvements at County's expense.
- 3.5. Alterations. Contractor must not make any alterations, improvements, or installations in or to the Center without the prior written consent of County. Any permitted alterations and improvements are subject to the terms and conditions of this Contract, and in those instances where applicable, are subject to the county's approval as provided in this Contract.
- 3.6. Maintenance and Repairs.
  - A. The parties shall be responsible for maintenance and repair of the Center and the Property as set forth on the Responsibility Matrix attached as Exhibit 1. Each party shall provide such maintenance and repair at their own cost, except as otherwise provided on the Responsibility Matrix.
  - B. The County will conduct routine inspections of the Center to determine necessary maintenance or improvements.
  - C. Except as otherwise provided on the Responsibility Matrix, the County must, at its own expense, make such necessary repairs to the Center, so as to ensure that the Center is suitable for Contractor to perform the services identified under the Services Contract, provided, however, the County is not responsible for repairs upon implements or articles which are the personal property of Contractor, nor does the County bear the expense of repairs to the Center necessitated by damage caused by Contractor beyond normal wear and tear. If there are damages beyond normal wear and tear, County will complete repair, but charge back Contractor for the repairs.
  - D. Contractor shall promptly report any known maintenance issues or needed repairs to the County.

3.7 Emergency Repairs. Contractor must notify the County for any extraordinary or emergency repairs within 24 hours of Contractor's knowledge of the damage. Contractor must permit County or County's contractor to enter the Center to make the necessary repairs.

3.8 Damages or Destruction. If the Center or any portion thereof are damaged or destroyed at any time during the Term

by fire, casualty or any other cause, County must with due diligence, repair or replace the Center, so that the Center is restored to substantially the same condition as existed prior to such damage or destruction; provided. However, that in the event of any substantial damage or destruction to the Center the cost of repair of which would exceed, in County's reasonable judgment, twenty-five percent (25%) of the value of the Center, County, within thirty (30) calendar days after the date of occurrence of such damage or destruction may either:

A. commence repair of same, in which event this Contract shall continue in full force and effect, provided, however, that Contractor's performance of the Management Services shall be suspended during the duration of the repairs; or

B. give Notice to Contractor that County does not intend to repair such damage or destruction, in which event this Contract may be terminated by either of the parties.

All such repair or replacement is subject to County's reasonable approval by County's consent, including the plans, specifications, drawings, architect and contractor, and must be made in a manner to cause the least practicable interference with the operation of the Center.

3.9 Utilities. The County will provide utilities to the Center for Contractor's use as provided on the Responsibility Matrix. The County make initial payments of such utilities to the respective providers and will submit an invoice to Contractor for such charges that Contractor is responsible for and which were paid by the County. Contractor shall pay any such invoice within thirty (30) days of receipt. The County will use such payments only to reimburse the County for the ordinary expenses incurred relating to the County's operation and maintenance of the Center.

3.10 Annual Review. The parties shall meet annually, at a date and time agreeable to the parties, but no later than the third quarter of each year, to review the Responsibility Matrix and to discuss any issues the parties may have relating to the use of the Center as it relates to this Contract. The parties may amend the Responsibility Matrix from time-to-time by written amendment to this Contract.

#### **4. COMPLIANCE WITH LAWS/STANDARDS**

4.1 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 2 Any violation of this section is a material breach of this Contract.

4.2 Minnesota General Obligation Bond Requirements. The County has entered into a Grant Agreement with the Minnesota Department of Human Services in connection with the use of general obligation bond funds provided for the Construction and operation of the Center (the "Grant Agreement"). The parties acknowledge that they must comply with the Grant Agreement in the use and management of the Center under this Contract. Contractor acknowledges receiving a copy of the Grant Agreement and agrees that it will comply with the County's reasonable request in providing reports and other information to the State as may be required by the Grant Agreement. The parties further agree to amend this Contract to the extent required by the State pursuant to the Grant Agreement.

- 4.3 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.4 Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Management Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change.
- 4.5 Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

Contractor must not engage in discriminatory employment practices regarding operation or management of the Real Property as defined in Minn. Stat. 363A.03, and, if applicable, the Center, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. chs. 363A and 181.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

## **5. INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

## **6. NOTICES**

- 6.1 Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
  - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

- C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, by email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address, so long as a copy of the notice is mailed via first class U.S. Mail on the same day as the email notice or notice is also given as outlined in this Section 6.1 A-C above.

6.2 If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

## 7. INDEMNIFICATION

7.1 General. Except as provided in Section 7.3, to the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation

whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

The Contractor's duty to defend the County is not contingent upon a finding of liability or wrongdoing on the part of the Contractor. Rather, the Contractor's duty to defend the County arises whenever an allegation is made—whether in a formal lawsuit or otherwise—that the County is liable to a third party as a result of the conduct of the Contractor.

7.2 Indemnification of the State. Contractor must defend, indemnify, and hold the Minnesota Department of Human Services (DHS), the Commissioner of Minnesota Management and Budget (MMB), and the State of Minnesota, their agents, servants, and employees from any and all claims, demands, and judgments made or recovered against the same, that arise out of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the DHS, the Commissioner of MMB, or the State of Minnesota, or others (including the loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the contract or operation of real estate acquired for the contract whether or not due to any act of omission or commission, including negligence of the Contractor or any of their employees, servants, or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the DHS, the Commissioner of MMB, or the State of Minnesota, their employees, servants, or agents.

- 7.3 Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. Neither this limitation nor any other provision of this Contract shall be construed as a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.4 Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
- A. Any demand, action, suit, or proceeding against the party providing Notice; or
  - B. Any event or fact that may give rise to indemnification under Section 7.1 by Contractor.
- 7.5 Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.
- 8. INSURANCE**
- 8.1. Insurance Policies. Contractor shall maintain policies of insurance as set forth in Exhibit 3 and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract.
- 8.2. Property Damage. It is the duty of the County and the Contractor to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Contract, the County and the Contractor hereby release one another and their respective partners, officers, employees and property managers from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage to property, even if such loss or damage is caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- 8.3. Responsibility. The County's liability shall be governed by the provisions of Minnesota Statutes, Section 466.04. The County agrees to acquire and maintain, at its sole expense, commercial general liability insurance (or comparable coverage under a program of self-insurance), with a limit of coverage equal to or greater than the liability limits under Minnesota Statutes Chapter 466.
- 9. SUBCONTRACTING**
- 9.1 Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2 Permitted Subcontracting. If permitted by the County under section 9.1, Contractor may subcontract subject to the following:
- A. Contractor shall be responsible for the performance of its subcontractors.
  - B. All subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3 Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any



subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

- 9.4 Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

- 9.5 A violation of any part of this section is a material breach of contract.

## **10. FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## **11. DEFAULT**

- 11.1 Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2 Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3 Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

## **12. TERMINATION**

- 12.1 Termination Without Cause. Either party may terminate this Contract without cause by providing ninety (90) calendar days' Notice of Termination to the other party.
- 12.2 Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing thirty (30) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
  - B. Failure to perform Services or provide payment within the time specified in this Contract;
  - C. Failure to perform any other material provision of this Contract;

- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
  - E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3 Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for or otherwise reimburse Contractor for any cost of Management Services identified in the Responsibility Matrix that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section. Notwithstanding any termination by County under this Section 12.3, County shall be obligated to reimburse Contractor for all Management Services as identified in the Responsibility Matrix to the extent incurred or approved, as applicable, prior to the Notice of Termination.
- 12.4 Termination by County—Termination of Governmental Program. If the Governmental Program(s) provided at the Center are ever terminated for any reason, including a loss of authority or ability, as determined by the County, to provide the Government Program(s) at the Center, or the County is unable to own or operate the Center, this Contract terminates automatically upon notice by the County. The County is not subject to any penalty or damages for termination under this section.
- 12.5 Termination by Either Party – Termination of Services Contract. Either party may terminate this Contract upon ten (10) days' notice if the Services Contract between the County and Contractor expires or is terminated by either party for any reason under the provisions of the Services Contract.
- 12.6 Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.7 Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
  - B. Complete performance of any work that is not discontinued by the Notice of Termination.
  - C. Cooperate with County with any transition of Management Services.
  - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
  - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
  - F. Submit an invoice for Management Services satisfactorily performed and orders and subcontracts entered into by Contractor that cannot be cancelled prior to the effective date of termination within 35 calendar days of said date.
  - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

12.8 Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the parties shall make final payment to each other in accordance with any amounts due under the Responsibility Matrix or other applicable provision of this Contract

12.9 Effect of Termination for Cause or without Cause.

A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 2 (Standard Assurances) and the indemnity provisions of section 7.

B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

### 13. **CONTRACT RIGHTS AND REMEDIES**

13.1 Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2 Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

### 14. **AUTHORIZED REPRESENTATIVE**

14.1 The Authorized Representatives of the respective parties for purposes of this Contract and all notices hereunder are as follows:

**To Contractor:**

Trish Thacker  
Chief Executive Officer  
122 Wabasha Street, Suite 400  
St. Paul, MN 55102  
Telephone: 651-283-7295  
Email Address: tthacker@guildservices.org

**To the County:**

Georg Fischer  
Physical Development Director  
Western Service Center  
14955 Galaxie Ave  
Apple Valley, MN 55124  
Telephone: 952-891-7007  
Email Address: Georg.Fischer@co.dakota.mn.us

14.2 The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3 In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office  
Civil Division  
1560 Highway 55  
Hastings, Minnesota 55033.

## **15. LIAISON**

15.1 The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Heather Besonen  
Telephone: 612-845-2989  
Email Address: hbesonen@guildservices.org

County Liaison: Michael Lexvold  
Telephone: 651-438-8180  
Email Address: Michael.Lexvold@co.dakota.mn.us

15.2 The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

## **16. AMENDMENTS**

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative and approved by the Commissioner of Minnesota Management and Budget, or the Commissioner's designee. Any amendment to the Term will thereafter be the Term.

## **17. SEVERABILITY**

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

## **18. MERGER**

18.1 Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

18.2 Exhibits. The following Exhibits, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – Responsibility Matrix  
Exhibit 2 – Standard Assurance  
Exhibit 3 – Insurance Terms

18.3 By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract.

## **19. CONFIDENTIALITY**

19.1 "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.

19.2 For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of

the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

- 19.3 Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 19.4 Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.
- 19.5 Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 19.6 This section survives expiration or termination of this Contract.

## **20. ELECTRONIC SIGNATURES**

Each party agrees that 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.

## **21. CONTRACT INTERPRETATION AND CONSTRUCTION**

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

## **22. WAGE WITHHOLDING TAX**

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest, to the extent applicable to the Management Services provided for under this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor.

**[Signature page follows.]**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

**COUNTY:**  
**COUNTY OF DAKOTA**

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

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

[Name, Title]  
[Department]

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

Signature

Date

of

Signature: \_\_\_\_\_

\_\_\_\_\_

Title

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

Contract Number: C00

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant Dakota County Attorney/Date  
KS-  
Dakota County Board Resolution:

# Exhibit 1 – Responsibility Matrix

<b>1001299: B40002 Crisis and Recovery Center</b>				
Services Responsibility Matrix				
Last Updated: 08/19/24				
x = primary responsibility				
* = other role				
Category	Item	County	Guild	Notes
<b>Utilities</b>				
	Electricity	x		Back-charge to Guild
	Natural Gas	x		Back-charge to Guild
	Water and Sanitary Sewer	x		Back-charge to Guild
	Storm Sewer	x		Back-charge to Guild
	Waste Management (trash, recycling, compost)	x		Back-charge to Guild Use County's existing waste management contracts, extend services to this building.
	Internet		x	Arrange provider and pay direct
	Cable TV		x	Arrange provider and pay direct
	Phone		x	Arrange provider and pay direct
	Card Access System	*	x	Project to provide system, Guild to manage
	Fiber to Building MPOP	x		
	County Internet for Place to Go (PTG); staff and guest access	x		Via County network
<b>Services (ongoing contracts, services to be provided by another vendor)</b>				
	Custodial Services	*	x	Arrange provider and pay direct; County will provide cleaning services to PTG
	Pest Control	*	x	Arrange provider and pay direct; County will provide services for PTG
	Window Washing (exterior)	x		Two times per year
	Window Washing (interior)		x	
	Parking Lot Sweeping	x		As part of Northern Service Center (NSC) schedule
	Snow Removal (drive and parking lot)	x	*	As part of NSC schedule, NOT 24/7. Guild may need supplemental arrangements
	Snow Removal (sidewalks)	x	*	Snow removal at sidewalks, paths up to exit doors; Guild to shovel sidewalks at doors in off hours until County's team can get there.
	Lawn mowing, trimming, landscaping	x		Mow and trim lawn, basic plant care around building
	Gardening (courtyard)		x	Program specific plantings or gardening

Ongoing Maintenance (scheduled preventative maintenance efforts or service calls for issues)				
	Commercial Kitchen Equipment Maintenance and Service		x	Routine maintenance or service based on use/need.
	HVAC Equipment Maintenance	x		
	Geothermal Equipment Maintenance	x		
	Drain Cleaning	x		As Needed
	Duct Cleaning	x		As Needed
	Plumbing Maintenance	x	•	County to maintain and repair; Guild responsible for damaged fixtures
	Electrical Maintenance	x		
	Emergency generator or inverter maintenance	x		
	Card access reader system maintenance	x		
	Laundry equipment maintenance		x	Routine maintenance or service based on use/need.
	Tile grout cleaning and sealing	x		Annually for floor grout
	Ceilings	x		Monthly visual check for stains or damage
	Exterior Light Maintenance	x		Parking lot and building mounted fixtures
	Exterior Camera Maintenance	x		
	Irrigation System Maintenance	x		
Routine Inspections				
	Eye Wash Inspections	x		Quarterly
	AED Inspections	x	x	County responsible for PTG area only
	Emergency lights	x		Maintain, test and repair
	Monthly Fire Extinguisher Inspection	x		By County staff monthly and certified annually by vendor
	5-Year Fire Extinguisher Inspection	x		County and contractor complete a review of all fire extinguishers
	Annual Fire Marshal/Inspector Walkthrough	x		County and staff walk the building with the Fire Marshal/Inspector for compliance checks (frequency may vary depending on Fire Marshal/Inspector)
	Semi Annual Kitchen Hood Suppression System Inspection	x		County and contractor complete a semi annual fire suppression system test on the kitchen hood.
	Elevator Inspection	x		
	Emergency Generator or Inverter Inspection	x		
	MN Department of Public Health Commercial Kitchen Inspection		x	Guild to coordinate inspections
	Roof Inspections	x		By County staff monthly and annually by vendor
	Solar Panel Inspections	x		By County staff monthly and certified annually by vendor



Building Repairs (repair or replacement due to damage)				
	Doors	x		
	Door hardware	x	*	County to repair/replace; Guild to cover costs.
	Card access readers	x	*	County to repair/replace; Guild to cover costs.
	Windows	x		
	Window shades/blinds	x	x	County responsible for items in PTG area only.
	Walls	x	*	County to repair; Guild to cover costs.
	Ceilings	x	*	County to repair; Guild to cover costs.
	Floors	x	*	County to repair/replace; Guild to cover cost
	Countertop/cabinets	x	*	County to repair/replace; Guild to cover cost
	Appliances (other than commercial kitchen)	x	x	County responsible for items in PTG area only.
	Furniture	x	x	County responsible for items in PTG area only.
	Shower curtains	x	x	County responsible for items in PTG area only.
	Plumbing items/issues	x	*	County to repair/replace; Guild to cover cost
	Electrical items/issues	x	*	County to repair/replace; Guild to cover cost
Capital Replacement Costs (planned, long-term upgrades or replacements)				
	Loose Items (FF&E)	x	x	County responsible for items in PTG area only.
	AV Equipment in Living Rooms (TVs)	x	x	County responsible for items in PTG area only.
	IT/AV Equipment in Conference Rooms	x	*	Planned replacements based on end of life by County. Guild responsible for unplanned replacements due to damage.
	Major Building HVAC Systems and Equipment	x		Planned replacements based on end of life (will vary by piece of equipment).
	Commercial Kitchen Equipment	x	*	Planned replacements based on end of life (will vary by piece of equipment). Guild responsible for unplanned replacements due to change in use or damage.
	Roof replacement	x		Planned replacements based on end of life
	Exterior Doors replacement	x		Planned replacements based on end of life
	Exterior Window replacement	x		Planned replacements based on end of life
	Interior Doors	x		Planned replacements based on end of life
	Interior Windows	x		Planned replacements based on end of life
	Carpet or flooring replacement	x		Planned replacements based on end of life
	Interior wall painting	x		Planned replacements based on end of life
	Plumbing fixtures	x		Planned replacements based on end of life
	Countertops/casework	x		Planned replacements based on end of life

**State of Minnesota  
General Obligation Bond Financed  
DECLARATION**

The undersigned has the following interest in the real property located in the County of Dakota, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

*(Check the appropriate box.)*

☒ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain General Obligation Bond Proceeds Grant Agreement – Construction Grant for the Crisis and Recovery Center Dakota County Project under the Behavioral Health Crisis Facilities Program between the Minnesota Department of Human Services and the County of Dakota (MN), dated December 19, 2024.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted

Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Department of Human Services and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

DAKOTA County, a political  
subdivision of the State of Minnesota

By: \_\_\_\_\_  
Mike Slavik, Chair of the Board of  
Dakota County Commissioners

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

APPROVED AT TO FORM:

Attest:

\_\_\_\_\_  
Assistant County Attorney / Date  
KS-22-654  
Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Jennifer Reynolds  
Clerk of the Board

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

STATE OF MINNESOTA     )  
  ) ss  
COUNTY OF DAKOTA     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Mike Slavik, Chair of the Dakota County Board of Commissioners, and by Jennifer Reynolds, Clerk to the Dakota County Board of Commissioners, of the County of Dakota, a political subdivision under the laws of Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Lucie O'Neill  
Dakota County Attorney's Office  
1560 Highway 55  
Hastings, MN 55033

Exhibit A to Declaration  
**LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

Lot 1 (1), Block One (1), NORTHERN SERVICE CENTER 2ND ADDITION, according to the recorded plat thereof.

DRAFT



# Board of Commissioners

## Request for Board Action

Item Number: DC-4354

Agenda #: 10.3

Meeting Date: 4/22/2025

**DEPARTMENT:** Facilities Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Professional Services Contract With Hammel, Green And Abrahamson, Inc. For Burnhaven Library Renovation Project**

### PURPOSE/ACTION REQUESTED

Authorize execution of a professional services contract with Hammel, Green And Abrahamson, Inc. to provide design services for the Burnhaven Library Renovation project.

### SUMMARY

The 2025-2029 Facilities Capital Improvement Program (CIP) Adopted Budget includes the beginning of a program to renovate the Dakota County branch libraries through a cycle over the next decade and more. This cycle of renovations will focus on interior changes, such as mechanical and electrical system upgrades or equipment replacements, furniture, fixture, equipment, and finish upgrades, code compliance and accessibility improvements, and other changes to support process improvement or changes to service delivery. The intent will be to complete work in all ten of the County's branch libraries through this cycle to ensure each is kept up-to-date, code-compliant, and consistent with the other branch libraries.

The Burnhaven Library in Burnsville was last renovated in 2010. With over 15 years passing since this last renovation, this branch library is primed for renewal on several fronts. This project will address the general interior upgrades and improvement work listed above along with any other identified issues or areas for improvement specific to this location. To define the specific work scope and prioritize the work to fit with the available budget, staff will employ the services of a professional design consultant team.

Capital Projects Management staff developed a Request for Proposals (RFP) for professional design services. The RFP was issued to six firms on February 13, 2025. Six Proposal Responses were received on March 11, 2025. After review and evaluation of the Proposal Responses, staff invited three consultant firms to interview on March 27, 2025. Following interviews and discussion, staff reached a unanimous decision to recommend Hammel, Green And Abrahamson, Inc., to provide the specified professional design services for this project. (Attachment: Consultant Selection Summary).

If approved, a Core Planning Group will work with the design consultant to develop the project and confirm the work scope for the Burnhaven Library Renovation project. Staff will return to the County Board to present the project schematic design and to request approval to proceed. The intent will be to generally complete design work in 2025 followed by construction work in 2026. This aligns with the Facilities CIP Adopted Budget that includes \$720,000 in 2025 and \$6,480,000 planned in 2026.

**RECOMMENDATION**

Staff recommends that a professional services contract be executed with Hammel, Green And Abrahamson, Inc., to provide design services on the Burnhaven Library Renovation project in an amount not to exceed \$396,800.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The 2025 Capital Improvement Program Adopted Budget includes sufficient funding for this design contract. The project is anticipated to be funded with county-issued municipal bonds.

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

**RESOLUTION**

WHEREAS, the 2025-2029 Facilities Capital Improvement Program (CIP) Adopted Budget includes a project to renovate the Burnhaven Library as part of the next cycle of library renovation work; and

WHEREAS, the scope of this project includes professional design services; and

WHEREAS, a Request for Proposals was prepared and issued to the public on February 13, 2025; and

WHEREAS, six Proposal Responses were received on March 11, 2025; and

WHEREAS, following the Proposal Response evaluations, staff invited three consultant firms to interview for this project on March 27, 2025; and

WHEREAS, following the interviews, staff reached a unanimous decision to recommend Hammel, Green And Abrahamson, Inc., as the consultant firm to provide the specified professional design services for this project; and

WHEREAS, Hammel, Green And Abrahamson, Inc., has submitted a total fee proposal of \$396,800 for professional design services; and

WHEREAS, sufficient funds exist within the 2025-2029 Facilities CIP Adopted Budget for this project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a professional services contract with Hammel, Green And Abrahamson, Inc., 420 North 5th Street, Suite #100, Minneapolis, MN 55401, to provide architectural and engineering design services for the Burnhaven Library Renovation, in an amount not to exceed \$396,800, subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Consultant Selection 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: Mike Lexvold

Author: Mike Wiese

## **ATTACHMENT – CONSULTANT SELECTION SUMMARY**

### **Consultant Evaluation Summary for Design of Burnhaven Library Renovation**

#### **Background**

Since 2008, all library branches have either been newly constructed or undergone a significant renovation. This project continues the second renovation cycle for all County libraries which started with Wentworth Library last year. Burnhaven Library opened in 1974 and was last renovated in 2008. This project will improve building infrastructure systems, increase operational efficiencies, and update both the public and staff areas in the building.

#### **Consultant Services Description**

Architectural and Engineering services required for the design and construction administration of Burnhaven Library renovations in Burnsville, MN (2000463-5409).

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

The work includes the six traditional phases of a design project: Schematic Design, Design Development, Construction Documents, Bid & Award, Construction Administration, and Closeout. Other pertinent details of this solicitation are noted within the RFP.

The base design assumes a \$4.3 million limit in construction costs for library renovations of roughly 24,000 GSF. Design support for an additional \$900,000 worth of FF&E is also required. The construction plus the design and other soft costs will fit within a total project budget of \$7.2 million, which will be entirely funded by Dakota County's 2025 sale of municipal bonds.

#### **Deliverables**

Deliverables for all six phases of the work are outlined within Part D of the RFP.

#### **Public Engagement**

Dakota County has project objectives established in both the 2024 Systemwide Library Needs Assessment and a separate 2022 Condition Assessments for Burnhaven Library. To enhance these understandings, the designer team will support the County in public engagement efforts including: creating surveys/questionnaires, hosting in-person and virtual open house events, and attending meetings including the County Library Advisory Board.

#### **Schedule**

A detailed schedule was issued within Part A.3 of the RFP. In general, the design begins in April through July 2025 culminating in an August 2025 Schematic Design presentation to the County Board. Based on Board input, the design is completed through Construction Documents by late January of 2026. These documents are then issued for bids in February. We will return to the Board for award of a general contract in March 2026 so that construction can begin in April. The contractor will be complete on site in March 2027 with a public opening of the library planned for Spring 2027.

#### **Request for Proposals (RFP)**

The RFP for services was issued on February 13<sup>th</sup> and amended on March 4<sup>th</sup>, 2025. These were sent to six invited firms. These were the firms that replied in 2024 to the internet posted Wentworth Library Renovations RFP but were unsuccessful in being awarded that project. To acknowledgement their prior reply and keep those firms engaged in replying to future opportunities, the staff of Capital Projects Management chose to invite only those firms to the 2025 RFP. All six invited firms responded to the RFP: Allliance Architects; BKV Group; Gensler Architects; HGA Architects; Kodet Architects; and Lawal, Scott, Erickson Architects.



## ATTACHMENT – CONSULTANT SELECTION SUMMARY

### Review Team Selection Process

The week after they were received, all six proposal responses were reviewed by a Selection Committee comprised of the County Library Director (Margaret Stone), Burnhaven Library Branch Manager (Chad Lubbers), Capital Projects Manager (Jay Biedny), Building Services Manager (Randy Hansen) and CPM Project Manager that issued this RFP (Mike Wiese). This Committee met on March 20<sup>th</sup> to discuss the proposals, share insights regarding individual member evaluations, and reach consensus on finalist firms to interview.

### Evaluation Criteria

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

- 1) Firm History and Information
- 2) Project Team and Team Member Experience
- 3) Project Approach and Schedule
- 4) Firm Experience, References and Examples of Previous Successful Library Projects
- 5) Contract and Conditions
- 6) Fee Proposal

### Interview Process

Only those firms judged most capable of completing the project by their written proposal replies were considered for an interview. The Committee selected three firms to interview: Gensler Architects, HGA Architects, and LSE Architects. These firms were given project-specific, follow-up questions to address during their interviews. Each team had 50-minutes to present to the Committee on March 27<sup>th</sup>, 2025. Immediately following the interviews, the Selection Committee deliberated and unanimously selected the most suitable candidate.

### Evaluation Results

Although all responses received were well done, the three finalists highlighted in the chart below had excellent resumes in listing government design success (largely libraries and Dakota County projects). Within the Project Approach portion of their written responses, they also offered insightful, unique observations regarding opportunities within Burnhaven Library regarding scope and schedule. All finalists' teams also demonstrated continuity in their past projects together.

The fees presented by all firms are presented below. The interviewed firms are shaded green:

	Labor	Reimb.	Design Fee	Hours	Blended Rate	FF&E Fee	Hours	TOTAL Fee
Alliance	\$ 358,840	\$ 5,000	\$ 363,840	2148	\$ 169.39	\$ 72,000	400	\$ 435,840
BKV Group	\$ 282,375	\$ 11,400	\$ 293,775	1798	\$ 163.39	\$ 43,900	300	\$ 337,675
Gensler	\$ 376,895	\$ 11,337	\$ 388,232	2214	\$ 175.35	\$ 8,500	50	\$ 396,732
HGA	\$ 355,000	\$ 1,800	\$ 356,800	2426	\$ 147.07	\$ 40,000	286	\$ 396,800
Kodet	\$ 447,552	\$ 4,750	\$ 452,302	2986	\$ 151.47	\$ 32,400	196	\$ 484,702
LSE	\$ 381,740	\$ 13,965	\$ 395,705	2317	\$ 170.78	\$ 17,250	138	\$ 412,955

Internally, Capital Projects Management set a fee target of \$470,000 for these design services. This target fee was based on the construction and FF&E costs stated within the RFP (see prior "Scope of Consultant Services" – above). All but one of the firms were below this target which supports the notion that the scope of work required within the RFP was found reasonable by most of the firms. The fee of the most and least expensive firms were driven by their estimated hours of involvement – the lowest giving the least hours and the highest giving the most. All three firms interviewed were less than 4% apart from each other. In fact, two were within \$68. So, cost did not play a major part in the final selection.

## ATTACHMENT – CONSULTANT SELECTION SUMMARY

All six firms replying to the RFP demonstrated coherent teams that produced library work in the past. However, three had exemplary written proposal replies and were selected for a final interview. On March 27<sup>th</sup>, 2025 the Selection Committee interviewed Gensler, HGA, and LSE. All the interviewed firms underscored their team's abilities to deliver the project successfully. Each firm displayed unique strengths.

Gensler showed an active interest in the project by making multiple pre-interview visits to Burnhaven Library and engaging in discussions with a furniture vendor which holds a Cooperative Purchasing Venture contract with the State of Minnesota (and works with Dakota County often). They also demonstrated their understanding of the systems replacements needed in the project by including an engineer on the interview team. They also uniquely offered to 3D laser-scan of the library to create a digital design model and to better understand existing conditions. Gensler also offered an example of a previous project's RFP for an automated material handling system.

HGA's corporate statistics, with dozens of library projects completed nationally, were complimented by the interview team's infectious excitement. Displaying their collaborative nature, no one person dominated the interview process, and each demonstrated a deep understanding of the project's challenges and opportunities. HGA's team built on each other's points naturally and easily. Their focus on timely decision making showed understanding of the project's schedule. HGA stressed the importance of immediately expanding the 2024 Needs Assessment for Burnhaven to include robust public engagement (their "go slow, to go fast" approach). Finally, HGA showed insight into planning by committing to complete all furniture orders before Q4-2026.

LSE was unique in interviewing with their desire to expand the RFP scope beyond interior renovations and their confidence within past projects to do so. They demonstrated a deep understanding of the library buildings at Hennepin County and the City of St. Paul. They stressed how much an asset a library can be in an ethnically and economically diverse community such as Burnsville. Like their competitors, they held strongly to the belief that design can be transformative to the community served by the library. Mention of the systems requiring modification during the project was limited to one specific question posed by the committee.

With such fine teams interviewing, the Selection Committee found picking one of the three firms difficult. However, with thorough discussion within the Committee, each member brought unique perspectives to the selection and ultimately one firm was chosen as best for the project. HGA's team brought both energy and conviction to the project. Moreover, HGA's presentation was balanced and unrehearsed with a solid flow within the interview time, including time for follow-up questions. The committee concluded that HGA had the most compelling interview of the day, would work best with the core team, and could integrate what they heard from the county and the public. HGA's competitive fee, thoughtfully presented RFP written response, and admirable interview dynamics solidified the committee's award decision for receiving excellence at a reasonable cost.

### **Recommendation**

Staff unanimously agreed to recommend the design contract award to the team lead by Hammel, Green And Abrahamson, Inc. (dba – HGA). Their response throughout the RFP process demonstrated they could provide the best professional services as described in the RFP, for a reasonable cost, and they have done just that for several similar projects for other libraries and county governments locally and nationally.



# Board of Commissioners

## Request for Board Action

Item Number: DC-4436

Agenda #: 10.4

Meeting Date: 4/22/2025

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Technical Assistance Agreement with U.S. Geological Survey For Analysis Of Drinking Water Samples**

### PURPOSE/ACTION REQUESTED

Authorize execution of a Technical Assistance Agreement (TAA) with the United States Geological Survey (USGS) to complete laboratory analysis of drinking water samples.

### SUMMARY

More than 90 percent of Dakota County residents rely on groundwater for their water supply, whether it comes from a public water supplier or from a private drinking water well. In 2023, the Minnesota Geological Survey published Part A of the Geologic Atlas of Dakota County. Part A is a series of geologic maps showing properties and distribution of sediments and rocks in the subsurface. In 2025, the Minnesota Department of Natural Resources (DNR) will begin work on Part B of the Groundwater Atlas of Dakota County. Part B includes maps of water levels in aquifers, direction of groundwater flow, water chemistry, and sensitivity to pollution. Both atlases together provide information essential to sustainable management of groundwater resources for applications such as monitoring, water allocation, permitting, remediation of contaminated groundwater, and well construction. The Geologic Atlas and Groundwater Atlas are used by many and provide valuable information for engineering, environmental, economic, and societal purposes.

Expanding research of groundwater conditions, by testing for neonicotinoids, is an important step toward identifying and reducing groundwater contamination and protecting public health in the county. The DNR will collect water samples from 90 private drinking water wells to test for a standard list of general chemistry parameters. The County proposes to enhance the Groundwater Atlas by contributing sample analysis for a class of pesticides called neonicotinoids, that will greatly expand our knowledge of groundwater contamination. Neonicotinoids are neurotoxic insecticides that are harmful to pollinators and birds. They are used on agricultural crops, seeds, lawns, gardens, golf courses, nursery and landscape plants, as well as in flea and tick pet treatments. The results will be compared to drinking water guidelines. The water test results and treatment recommendations, if warranted, will be shared with the well owner.

Testing for the presence of neonicotinoids will assist the DNR in age-dating the water, which will improve the accuracy of the hydrogeologic map and knowledge of the pollution sensitivity of the aquifers. A more accurate hydrogeologic map is valuable to Dakota County because it will help ensure long-term sustainability of the drinking water aquifers. This data will enable a more realistic view of groundwater flow and conditions, such as when reviewing appropriation permit requests for

high water users. Partnering with the DNR to update the Groundwater Atlas and researching groundwater conditions for contaminants of emerging concern, like neonicotinoids, aligns with the Dakota County Groundwater Plan (tactics 1D1A and 2B1A).

The samples will be collected by DNR staff and shipped by county staff to the USGS California Water Science Center laboratory for analysis. Dakota County has collaborated with the USGS in previous studies. The USGS laboratory is the only lab capable of performing these analyses at low laboratory detection levels. The USGS has offered a Technical Assistance Agreement (Attachment: USGS TAA) with Dakota County for the analysis of 51 water samples. Samples will be sent to the USGS California Water Science Center, where samples will be analyzed for neonicotinoids and their metabolites (degradation or breakdown products). The term of the TAA is through December 31, 2025, with a Dakota County financial obligation of \$70,000, with the option to amend the agreement, not to exceed \$100,000, to allow for sampling of up to 90 private wells.

### RECOMMENDATION

Staff requests authorizing the Environmental Resources Department Director to execute the Technical Assistance Agreement with the USGS to complete laboratory analysis of groundwater samples in an amount not to exceed \$100,000 through December 31, 2025.

### EXPLANATION OF FISCAL/FTE IMPACTS

All costs are covered by the currently approved Environmental Resources Capital Improvement and Operating Budgets.

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

### RESOLUTION

WHEREAS, more than 90 percent of Dakota County residents rely on groundwater for their water supply, whether it comes from a public water supplier or from a private drinking water well; and

WHEREAS, the Minnesota Department of Natural Resources (DNR) will begin work on Part B of the Groundwater Atlas of Dakota County in 2025; and

WHEREAS, Dakota County proposes to enhance the Groundwater Atlas by contributing sample analysis for a class of pesticides called neonicotinoids, that will greatly expand our knowledge of groundwater contamination; and

WHEREAS, continuing research on groundwater conditions, to include the pesticide class neonicotinoids, is an important step toward identifying and reducing groundwater contamination and protecting public health in the county; and

WHEREAS, the test results will assist the Minnesota Department of Natural Resources (DNR) in age-dating the water, which will improve the accuracy of the hydrogeologic map and knowledge of the pollution sensitivity of the aquifers; and

WHEREAS, the United States Geological Survey (USGS) has offered a Technical Assistance Agreement with Dakota County for the analysis of 51 water samples for neonicotinoids; and

WHEREAS, samples will be collected by the DNR and sent to the USGS California Water Science Center, where samples will be analyzed; and

WHEREAS, the term of the Technical Assistance Agreement is through December 31, 2025, with a Dakota County financial obligation of \$100,000; and

WHEREAS, the Board will allow the Environmental Resources Director to amend the contract, not to exceed \$100,000 before the expiration of the agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute the Technical Assistance Agreement with the United States Geological Survey to complete laboratory analysis of groundwater samples in an amount of \$70,000 not to exceed \$100,000 through December 31, 2025, substantially as presented to the County Board of Commissioners on April 22, 2025, subject to approval by the County Attorney's office as to form.

### **PREVIOUS BOARD ACTION**

None.

### **ATTACHMENTS**

Attachment: USGS TAA

### **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: Vanessa Demuth



## TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement is entered into by and between U.S. Geological Survey, a Bureau of the Department of the Interior, through the offices of its California Water Science Center, Sacramento California, hereinafter referred to as the “USGS” and Dakota County, Minnesota, hereinafter referred to as “Collaborator.” USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.”

Whereas, the USGS is authorized to perform technical assistance with other Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, and nonprofit organizations (including universities) under the Stevenson-Wydler Act (15 U.S.C. § 3710a(b)(3)(A), as amended);

Whereas, the Collaborator is a state organization - mutual benefit;

Whereas, the USGS will benefit by having data on neonicotinoid insecticides in groundwater samples, this can help the USGS determine if and where these insecticides are occurring in groundwater.

Whereas, the project entitled Neonicotinoids in groundwater, Dakota County, Minnesota is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

### 1. Statement of Work.

See attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.

### 2. Principal Investigator.

The USGS principal investigator (PI) for this Project is Michelle Hladik, Ph.D

(916) 278-3183, and 6000 J Street, Place Hall, Sacramento, CA 95819. The PI for the Collaborator is Vanessa Demuth, 612-616-0360 and 14955 Galaxie Ave, Apple Valley, MN 55124. In the event that a PI is unable to continue in this project, the sponsoring agency will make every effort to substitute a replacement acceptable to the other Party.

### 3. Title to Equipment.

There will be no joint property purchased as a result of the work outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the technical evaluation.



#### **4. Term.**

The technical assistance contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be 12/31/25. The Agreement may be extended by mutual written agreement of the Parties.

#### **5. Funding.**

(a) The Collaborator will provide an estimated \$70,000.00 in funds-in to the project for the sampling analysis provided on the attached SOW. In the event the Parties agree to amend the SOW to provide additional analysis of residential well samples, Collaborator will provide an amount not to exceed \$30,000.00 in additional funds, for a total amount not to exceed \$100,000.00. The Collaborator is providing in-kind services valued at \$0.00.

(b) The USGS requires an advance of \$0.00

(c) This agreement has been negotiated to be paid based on expenses incurred. The USGS will submit invoices to the Collaborator's administrative contact, on a quarterly basis. Invoices not paid within 60 days from date of bill for Local and State Government customers will bear Interest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services valued at \$0.00 to the collaboration.

#### **6. Termination.**

This Agreement may be terminated by either Party on 30 days written notice to the other. In the event of an early termination, the USGS shall be reimbursed for any completed work or work in progress on the Effective Date of Termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall also supply a copy of the evaluations completed as of the Effective Date of Termination in the event of an early termination of the project.

#### **7. Publications/Reports.**

(a) Each Party is free to publish the non-proprietary or non-confidential information and data developed in the performance of this agreement. Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the Party shall have a review period of 14 (Fourteen) business days to ensure that the draft publication or presentation does not contain Confidential or Proprietary Business Information. Upon expiration of the review period with no comments

received from the other Party, the first Party will proceed with submission of the publication and presentation. The review period is provided as a courtesy to review the publications or presentations to ensure confidential or proprietary information is not disclosed and ensure that there is not inadvertent release of such information that could be used for a patent or invention application. All comments provided within the review period will be forwarded to the contacts identified in Section 9. The Parties acknowledge that scientific information and data developed as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in Survey Manual Chapter (SM) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of this scientific information and data unless it contains sensitive, protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in SM 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and SM 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.

(b) Under the authority of 15 U.S.C. § 3710a (c)(7)(B), as amended, the Parties will have the opportunity, as part of the technical assistance, to identify protected research and development information, which is defined as information generated by the research which would have been proprietary information had it been obtained from a non-Federal entity. Each Party may designate as protected research and development information, any information generated by its own employees, and with the Agreement of the other Party, mark any information produced by the other Party's employees. Such protected research and development information shall be exempt from disclosure under 5 U.S.C. § 552(b)(4). After the protected research and development information period has expired, the USGS may publish the results of the research as part of open literature (journal and proceeding articles) or as USGS open file reports.

(c) Generated information and results which have been created and marked as protected research and development information may be protected from release or disclosure for a period of two (2) years, unless an earlier date is agreed upon by the Parties.

## **8. Proprietary Information/Intellectual Property/Background Intellectual Property.**

(a) Proprietary Information means information which embodies trade secrets developed at private expense outside of this Agreement or which is confidential technical, commercial, or financial information under the Freedom of Information Act 5 U.S.C. § 552(b)(4).

(b) All rights in intellectual property, which are defined as new/improved patents, copyrights, new inventions, discoveries, biological materials, or software, created in the course of the SOW, shall be the property or joint property of the organization employing the respective individual who made the invention or discovery. Any such inventions ("subject inventions") shall be reported to the Principal Investigator within 60 days of creation, who in turn will notify their own management and the other Party's PI. In the event that the intellectual property is a joint invention not described in paragraph (c) below, the Parties agree to meet and negotiate a commercialization plan within 60 days of the receipt of a written request from the other Party.





(c) For purposes of this Agreement, background intellectual property refers to intellectual property, which was in existence prior to or first produced outside of this Agreement and was developed by a Party either alone or with others, using one or more separate funding sources not related to the Agreement. Background intellectual property is not considered a subject invention. In this Agreement, the Collaborator is providing valuable patented/copyrighted material specified in the SOW to which the USGS may/could value. In the event that the joint efforts of the Parties build upon the preexisting background intellectual property of the Collaborator, the Collaborator may take ownership of the patent/copyright but must agree to negotiate a Government Purpose license or revenue sharing arrangement with the USGS that reflects USGS's contributions to the joint project.

## 9. Notices.

Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

### (a) USGS Administrative Contact Information:

Angie L. Woods
6000 J Street Placer Hall, Sacramento, CA 95819
alwoods@usgs.gov
803-876-0249

### (b) USGS Technical Contact Information:

Michelle Hladik
6000 J Street Placer Hall, Sacramento, CA 95819
mhladik@usgs.gov
916-278-3183
<a href="https://www.usgs.gov/centers/california-water-science-center">https://www.usgs.gov/centers/california-water-science-center</a>

### (c) USGS Financial Contact Information:

Angie L. Woods
6000 J Street Placer Hall, Sacramento, CA 95819
alwoods@usgs.gov
803-876-0249
USGS UEI: NJQMLNG5L8A5
USGS Tax ID: 53-0196958

**(d) Collaborator Administrative Contact Information:**

Nikki Stewart
14955 Galaxie Ave Apple Valley, MN 55124
Nikki.stewart@co.dakota.mn.us

**(e) Collaborator Technical Contact Information:**

Vanessa Demuth
14955 Galaxie Ave Apple Valley, MN 55124
Vanessa.Demuth@CO.DAKOTA.MN.US
Phone: 952-891-7010

**(f) Collaborator Financial Contact Information:**

Brad Becker
14955 Galaxie Ave Apple Valley, MN 55124
Brad.becker@co.dakota.mn.us
952-891-7044
41-6005786

**10. Independent Entity.**

For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work. While in field locations, a Party's employees shall adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party may use the name of the other in advertising or other forms of publicity without the written permission of the other.

**11. Governing Law/Liability.**

(a) This Agreement is subject to interpretation under applicable State and Federal laws. Where there is inconsistency between the laws, Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. The USGS responsibility for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80. Collaborator's liability for purposes of State law is governed by Minnesota Statutes chapter 466.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW. These provisions shall survive the termination of the Agreement.

(c) The USGS shall not indemnify Collaborator or any third party against any liabilities, costs, attorney's fees, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs and all other professional costs and expenses suffered or incurred by Collaborator or any third party arising from the work conducted under this technical assistance agreement.

## **12. Force Majeure.**

Neither Party shall be liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

## **13. Entire Agreement.**

This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by both Parties.

## **14. Disputes.**

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or their designee and the administrative contact of the Collaborator or their designee for resolution. If no resolution is reached, the Parties agree that the courts of the United States shall have jurisdiction over any claims arising out of work under this agreement.

## **15. Miscellaneous Provisions.**

(a) **Anti-Deficiency Act.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 (a)(1)(A) and (B) and 31 U.S.C. § 1517(a), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW or involving the Federal government in any obligation to pay money before funds have been appropriated for that purpose unless otherwise allowed by law.

**(b) Import/Export.** The use and dissemination of Information and materials exchanged under this Agreement will be in accordance with all U.S. laws and regulations, including those pertaining to national security and export control. Nothing in this Agreement shall be construed as a license to export Information or to permit any disclosure in violation of law, regulation, or Department of Interior policy. The exporting Collaborator is responsible for obtaining any export licenses that may be required by U.S. Federal law.

**(c) Third Parties.** The Parties acknowledge and agree to allow disclosure of Proprietary Information or Background Intellectual Property to third parties (such as, students, contractors, subcontractors and or consultants) or external collaborators for the purposes of carrying out this Agreement. If a Party engages a new third party to perform any portion of the SOW after the Effective Date of this Agreement, such Party will notify the other Party and provide information about the third-Party involvement within 7 days of engagement. No contractors shall be listed as ineligible in the System for Award Management (sam.gov), unless waived by the Department of the Interior. However, these participants are not Parties to the Agreement. The Parties agree that they will comply with and advise any third parties they have engaged to conduct the Agreement activities to comply with, all applicable Executive Orders, statutes, and regulations. The Parties agree that they will ensure that third party participants are under written obligation not to disclose Proprietary Information or Background Intellectual Property, except as required by law or court order, before the third parties have access to any Proprietary Information or Background Intellectual Property. No foreign personnel shall be engaged by the Collaborator as a contractor, consultant, grantee or third-party collaborator for the performance of any work under this TAA without first identifying the individual, their country of origin, and the work to be performed to USGS so that USGS may determine whether the agency requires advanced approval by an authorized agency official before working with the foreign contractor, consultant, grantee or third-party collaborator, and whether any data, technology or products shared with or used by a foreign contractor, consultant, grantee or third-party collaborator as part of the technical assistance under this agreement are in accordance with all U.S. laws and regulations, including national security export controls and U.S. Department of State regulations and policies.

**(d)** The Exhibits, Forms, or Special Terms requested by the Collaborator are accepted to the extent that such terms do not conflict with applicable Federal laws and regulations.

## **16. Survivability.**

The following provisions shall survive the termination of this Agreement: 7.

Publications/Reports, 8. Proprietary Information/Intellectual Property/Background Intellectual Property and 14. Disputes.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the last date listed below.

U.S. GEOLOGICAL SURVEY

COLLABORATOR

By: Anke Mueller Solger

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

Name: Director, CA Water Science Center

Name: Nikki Stewart

Title: Director, Environmental Management  
Department

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

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

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

**Statement of Work:**

The USGS Organic Chemistry Research Laboratory will analyze 51 water samples for neonicotinoid insecticides and fipronil plus fipronil transformation products.

The USGS will provide sample bottles to:

Vanessa Demuth  
Dakota County Environmental Management  
14955 Galaxie Ave  
Apple Valley, MN 55124  
Phone 952-891-7010

Samples will be analyzed according to USGS Techniques and Methods 5-A12  
(<https://doi.org/10.5066/P9J8E544>)

**List of analytes:**

Compound	CAS Number	Limit of Detection (ng/L)	Method Detection Level (ng/L)	Reporting Level (ng/L)
Acetamiprid	135410-20-7	0.2	1.0	2.1
Clothianidin	210880-92-5	0.2	1.0	2.0
Clothianidin Desmethyl	135018-15-4	0.2	1.8	3.7
Dinotefuran	165252-70-0	0.2	1.8	3.6
Fipronil	120068-37-3	0.2	0.9	1.8
Fipronil Desulfinyl	205650-65-3	0.2	1.0	1.9
Fipronil Desulfinyl Amide	1115248-09-3	0.4	1.0	2.1
Fipronil Sulfide	120067-83-6	0.2	0.7	1.5
Fipronil Sulfone	120068-36-2	0.2	0.9	1.7
Imidacloprid	138261-41-3	0.2	1.0	2.0
Imidacloprid Desnitro	127202-53-3	0.4	3.7	7.4
Imidacloprid Olefin	115086-54-9	0.4	3.3	6.6
Imidacloprid Urea	120868-66-8	0.4	1.4	2.8
Imidacloprid, 5-Hydroxy	380912-09-4	0.4	2.0	4.1
Thiacloprid	111988-49-9	0.2	1.2	2.5
Thiamethoxam	153719-23-4	0.2	0.5	1.1
Thiamethoxam Degradate (CGA-355190)/Thiamethoxam Urea	902493-06-5	0.4	1.4	2.9
Thiamethoxam Degradate (NOA-407475)		0.4	2.7	5.4

**Cost:**

<b>Sample Type</b>	<b>Number</b>	<b>Cost per Sample</b>	<b>Cost</b>
Environmental (groundwater)	47	\$1,350.00	\$63,450.00
Field Blank	4	\$1,350.00	\$5,400.00
Bottle Shipping	1		\$50.00
<b>Total</b>	<b>51</b>		<b>\$68,900.00</b>

**Performance Dates:**

Begin: May 1, 2025

End: September 30, 2025

Potential additional funds of \$31,150 more (not to exceed \$100,000 total) which would then have an agreement end date of December 31, 2025.



# Board of Commissioners

## Request for Board Action

Item Number: DC-4441

Agenda #: 10.5

Meeting Date: 4/22/2025

**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract Amendment With Short Elliot Hendrickson, Inc. For Professional Services For Minnesota River Greenway Fort Snelling Segment In Burnsville And Eagan, Project P00127**

### PURPOSE/ACTION REQUESTED

Authorize to execute a seventh contract amendment for professional services for the Minnesota River Greenway Fort Snelling Segment.

### SUMMARY

Dakota County is proceeding with the Minnesota River Greenway Fort Snelling Segment (P00127) to construct 3.7 miles of the Minnesota River Greenway between trailheads located near Nicols Road and Lone Oak Road in Eagan, including a bridge to cross over railroad owned by Union Pacific (Attachment: Project Map).

By Resolution No. 20-163 (March 24, 2020), the County executed a contract with Short-Elliott-Hendrickson, Inc. for \$297,988 for final design of the trail portion of the greenway project. In August 2020, this contract was amended to increase the not-to-exceed amount to \$307,488 to allow for the completion of environmental documentation required by the Minnesota Department of Natural Resources (DNR). By Resolution No. 21-441 (September 7, 2021), this contract was further amended to a not-to-exceed amount of \$369,488 for completion of design and construction plans. By Resolution No. 24-027 (January 2, 2024) and No. 24-372 (July 30, 2024), the contract was amended to extend the term to August 31, 2025, and to set a not-to-exceed amount of \$430,988 respectively. The Dakota County Board of Commissioners approved the schematic design for the project by Resolution No. 20-163 (March 24, 2020).

Construction for the Greenway has passed several major milestones, including substantial completion of the boardwalks and substantial completion of the trail bed. Remaining work towards completion of the Greenway trail includes final grading and pavement, sign installation, seeding, and site restoration. Work on the trail is suspended until Spring 2026 to allow for settlement of the trail bed. The County has continued to retain Short-Elliott-Hendrickson, Inc. for design revisions and advisory services during the construction process to address constructability issues arising from weak soils, nearby culturally sensitive sites, and permit compliance. Although many risks to the Greenway trail construction have passed, continued assistance from Short-Elliott-Hendrickson, Inc. is still anticipated as the project moves toward completion.

### RECOMMENDATION



Staff recommends authorizing an amendment to the contract with Short-Elliott-Hendrickson, Inc. in the amount of \$20,000.

### EXPLANATION OF FISCAL/FTE IMPACTS

The Parks Capital Improvement Program includes a total project budget of \$23,457,418, including \$3,508,000 in federal funds awarded through the 2018 Regional Solicitation. There is sufficient budget for the proposed contract amendment.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Amendment Requested |  | <input type="checkbox"/> New FTE(s) requested |

### RESOLUTION

WHEREAS, the Minnesota River Greenway runs along the south side of the Minnesota River in Eagan and Burnsville, extending from I35-W 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 Minnesota River Greenway Plan; and

WHEREAS, the rapidly developing and robust recreational network that has developed in the area has created increased demand for completion of the trail connection between the recently constructed Lone Oak Trail Head, the Cedar Nicols Trailhead, and the Minnesota River Greenway Black Dog Segment to the west; and

WHEREAS, by Resolution No. 18-487 (October 11, 2018), the Dakota County Board of Commissioners authorized staff to proceed with consultant selection for the project to include 30 percent design for the river bottom trail (Project Component 1) and 100 percent design and engineering for the Union Pacific Railroad Bridge (Project Component 2); and

WHEREAS, by Resolution No. 20-163 (March 24, 2020), the Dakota County Board of Commissioners authorized staff to execute a contract with Short-Elliott-Hendrickson, Inc. for design services for the river bottom trail for a not-to-exceed amount of \$279,988; and

WHEREAS, on August 12, 2020, the contract not-to-exceed amount was amended by \$27,500 to \$307,488 to complete the required environmental documentation for the project; and

WHEREAS, by Resolution No. 21-441 (September 7, 2021), the contract not-to-exceed amount was amended by \$62,000 to \$369,488 to complete final design and construction planning tasks; and

WHEREAS by Resolution No. 22-056 (February 1, 2022), a contract amendment to expand the scope to cover tree-clearing oversight and federal review and authorization work was authorized, amending the budget to the not-to-exceed amount of \$31,500, totaling \$400,988; and

WHEREAS, by Resolution No. 23-046 (January 24, 2023), a contract amendment to extend the end date of the contract was authorized, extending the contract to March 31, 2024; and

WHEREAS, by Resolution No. 24-027 (January 2, 2024), a contract amendment was authorized to allow for continued assistance during greenway construction, amending the not-to-exceed amount to \$410,988 and extending the term of the contract to August 31, 2025; and

WHEREAS, by Resolution No. 24-372 (July 30, 2024), a contract amendment was authorized to allow for continued assistance during greenway construction, amending the not-to-exceed amount to \$430,988; and

WHEREAS, continued need for assistance is expected in the final phases of construction; and

WHEREAS, staff recommends the continuation of the design contract with Short-Elliott-Hendrickson, Inc., for the duration of the trail construction process to advise on potential design modifications due to challenges encountered within the project area.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to amend a contract with Short-Elliott-Hendrickson, Inc. in an amount not to exceed \$450,988 to allow for continued design consulting services during construction of the Minnesota River Greenway; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to amend a contract with Short-Elliott-Hendrickson, Inc. to extend the term of the contract to December 31, 2026.

#### **PREVIOUS BOARD ACTION**

20-163; 3/24/20

21-441; 9/7/21

22-056; 2/1/22

23-046; 1/24/23

24-027; 1/2/24

24-372; 7/30/24

#### **ATTACHMENTS**

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

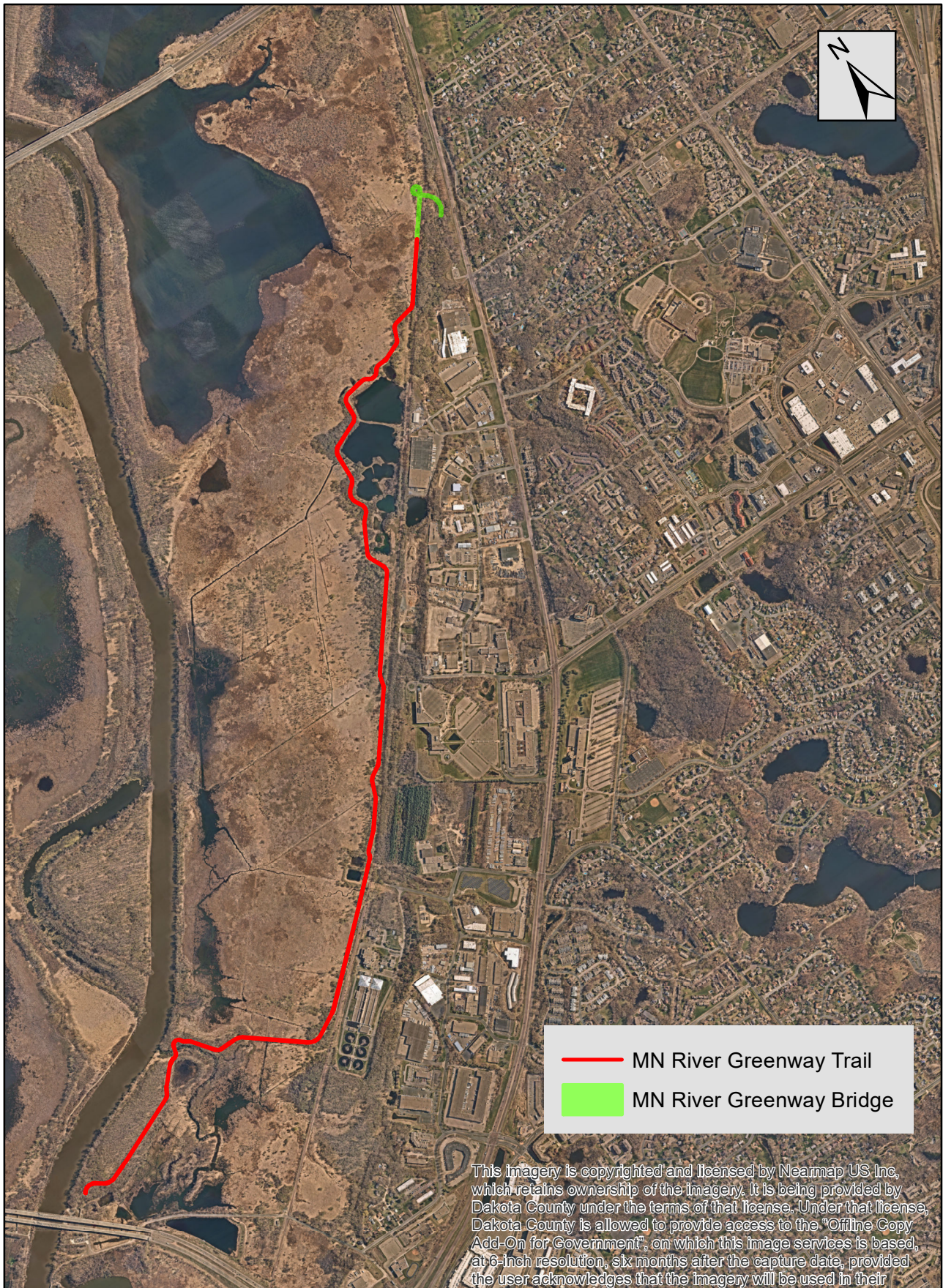
#### **CONTACT**

Department Head: Niki Geisler

Author: Joe Morneau



## Attachment: Project Map







# Board of Commissioners

## Request for Board Action

Item Number: DC-4368

Agenda #: 10.6

Meeting Date: 4/22/2025

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract With HR Green, Inc. For Professional Services For Highway 42 Pedestrian And Traffic Safety Improvements In Hastings And Amend 2025 Transportation Capital Improvement Program Budget, County Project 42-161**

### PURPOSE/ACTION REQUESTED

Execute a contract with HR Green, Inc., for preliminary and final design services for County Project 42-161 and amend the 2025 Transportation Capital Improvement Program Budget.

### SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 42-161 to modify and improve trail facilities, traffic design, and stormwater facilities and perform a mill and overlay of pavement on County State Aid Highway (CSAH) 42 in Hastings between Lock Boulevard and Trunk Highway 61 in Hastings (Attachment: Project Area Map). In addition to roadway maintenance needs, this project aims to improve automobile, bicycle, and pedestrian safety in conjunction with adjacent planned improvements to the Mississippi River Greenway. The City of Hastings is participating in the development of this project and will contribute to costs as prescribed by County cost-share policies.

On September 25, 2023, Dakota County executed a contract with HR Green, Inc., to conduct a plan study for this segment of CSAH 42 and nearby segments of the Minnesota River Greenway and to complete preliminary plans. Under this contract, planning work and public outreach were completed, but work was not advanced to the design phase at the time the contract expired in September 2024. County staff developed a new scope of services that includes additional public involvement, utility and permit coordination, survey, traffic analysis, and completion of preliminary and final plans with the expectation of completion of these tasks in 2026 and construction in late 2026 or 2027. HR Green, Inc., responded with a proposal to complete design and related tasks for permitting and right of way acquisition for a total fee of \$211,467. Staff has reviewed the proposal and found it responsive to the updated scope of work for the project.

### RECOMMENDATION

Staff recommends executing a contract with HR Green, Inc., for preliminary and final design services for CP 42-161 in an amount not to exceed \$211,467.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program dedicates \$200,000 towards design services and right of way acquisition for CP 42-161. A budget amendment of \$18,000 is needed to award the

contract while retaining funds for right of way acquisition.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> None                           | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input checked="" type="checkbox"/> Amendment Requested |   | <input type="checkbox"/> New FTE(s) requested |

## RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Hastings are advancing County Project (CP) 42-161; and

WHEREAS, CP 42-161 will improve trail facilities, traffic safety, and pavement quality on CSAH 42 from Lock Boulevard to Trunk Highway 61; and

WHEREAS, the City of Hastings is partnered with Dakota County on CP 42-161 and will provide contribution towards project costs in accordance with the Dakota County 2040 Transportation Plan; and

WHEREAS, Dakota County retained HR Green, Inc., in September 2023 to conduct a planning study and preliminary design plans for CP 42-161; and

WHEREAS, improvements to CSAH 42 were identified through this contract that achieve the objectives of CP 42-161; and

WHEREAS, HR Green, Inc., submitted a proposal for the development of preliminary and final plans for CP 42-161 in response to an updated scope of work developed by Dakota County with a fee of \$211,467; and

WHEREAS, Dakota County has reviewed the proposal and determined it to be responsive to the scope.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with HR Green, Inc. to complete preliminary and final design plans for County Project 42-161 in Hastings in an amount not to exceed \$211,467, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2025 Transportation Capital Improvement Program Budget be amended as follows:

### Expense:

42-161	<u>\$18,000</u>
<b>Total Expense</b>	<b>\$18,000</b>

### Revenue:

CSAH	<u>\$18,000</u>
<b>Total Revenue</b>	<b>\$18,000</b>

## PREVIOUS BOARD ACTION

23-387; 8/29/23

## ATTACHMENTS

Attachment: Project Area Map

## BOARD GOALS

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

## CONTACT

Department Head: Erin Laberee

Author: Joe Morneau





County Project 42-161





# Board of Commissioners

## Request for Board Action

Item Number: DC-4425

Agenda #: 10.7

Meeting Date: 4/22/2025

**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 Maps).

### RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

### EXPLANATION OF FISCAL/FTE IMPACTS

- |  |   |                                |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None     | <input type="checkbox"/> Current budget       | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> 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 plats:

DAKOTA MEADOWS      Farmington

### **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

March 26, 2025

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Todd Tollefson, Scott Peters, Jake Chapek, and Tyler Krage. Others present: TJ Bentley

<b>Plat Name:</b>	<b>DAKOTA MEADOWS</b>
<b>PID:</b>	<b>140060027014, 140060028010</b>
<b>City:</b>	<b>Farmington</b>
County Road:	CSAH 31 (Denmark Ave.)
Current ADT (2021):	6,945
Projected ADT (2040):	5,400
Current Type:	2-lane
Proposed Type:	2-lane
R/W Guideline:	55 ft ½ ROW
Spacing Guideline:	1/4 mi full access
Posted Speed Limit:	55 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	NW ¼, Sec 6-113-19
In attendance (05/12/21):	Kari Gill (CDA); Bernie Frey (developer); Kurt Manley (developer); Tony Wippler (city)
In attendance (08/18/21):	Tony Wippler (city); Kath Gehler (city); Samantha DiMaggio (city);
In attendance (03/26/25):	Tony Wippler (city); John Powell (city)

### REVIEW 05/12/21:

The site plan includes 110 residential lots with one access to CSAH 31 (Denmark Avenue), located about 660 feet north of 225<sup>th</sup> Street West. The site is challenging to include an additional access to the site due to development to the north, railroad to the east, and wetland and township property to the south. The plan is proposing an emergency access location on the south portion of the plat along CSAH 31 that will be over an enhanced trail connection. The right-of-way needs for a future 3-lane roadway are 60-feet of half right of way. Restricted access should be shown along all of CSAH 31 except the one proposed access. A temporary permit will also be required for the emergency access location.

### REVIEW 08/18/21:

The site plan includes 110 residential lots with one access to CSAH 31 (Denmark Avenue), located about 660 feet north of 225<sup>th</sup> Street West. The site is challenging to include an additional access to the site due to development to the north, railroad to the east, and wetland and township property to the south. The right-of-way needs for a future 2-lane roadway are 55-feet of half right of way. The plat should dedicate an additional 5 feet or 38 feet total to meet the 55 feet of half right of way along CSAH 31. Restricted access should be shown along all of CSAH 31 except the one proposed access. A temporary permit will also be required for the emergency/trail access location. As noted, the site accommodates the future access to the CDA site to the north.

### RECOMMENDATION 08/18/21:

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

### REVIEW 03/26/25:

The site includes a residential development with 134 lots. The right-of-way needs for a future 2-lane rural roadway are 55-feet of half right of way. There is one access to the site off CSAH 31 shown as "Street A". Street A will also serve the existing CDA site to the north. The existing CDA access along CSAH 31 was temporary and will be closed with this development. A temporary permit will also be required for an emergency/trail access. An emergency access will be designed on the south portion of this development and connect to the proposed trail. In addition, the trail for emergency purposes (secondary access) will be constructed wider than a typical trail design. Restricted access should be shown along all of CSAH 31 except for the "Street A" opening. A quit claim deed to Dakota County for restricted access along CSAH 31 is required with the recording of the plat mylars.

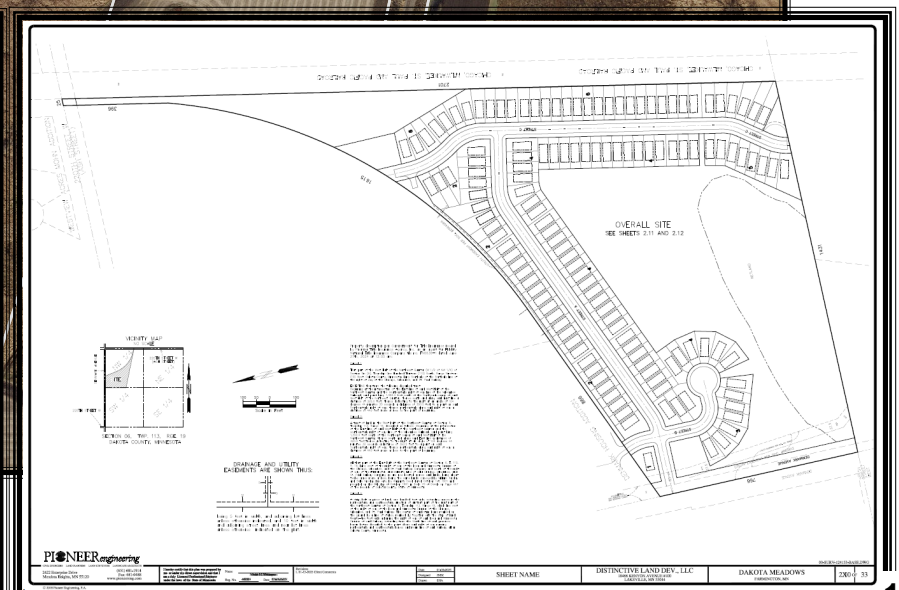
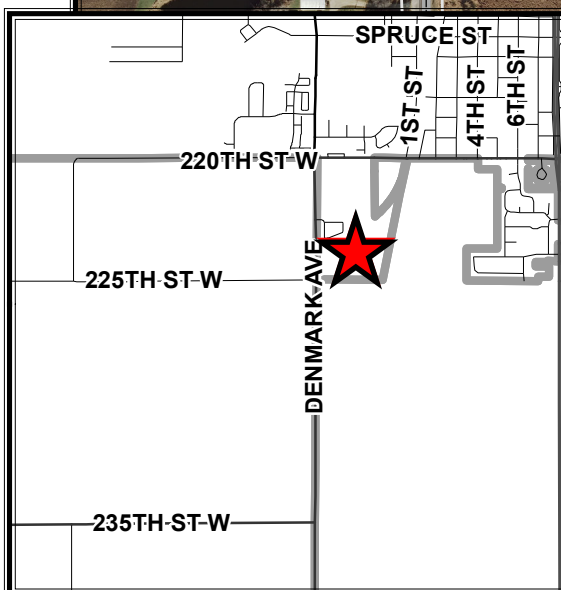
### RECOMMENDATION 03/26/25:

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners.

# DAKOTA MEADOWS



Prepared by Dakota County Physical Development Division







# Board of Commissioners

## Request for Board Action

Item Number: DC-4440

Agenda #: 10.8

Meeting Date: 4/22/2025

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend Budget To Transfer Funds From Transportation Capital Improvement Program Transit Set Aside To Social Services Jail Transportation Project**

### PURPOSE/ACTION REQUESTED

Authorize budget amendment to transfer \$145,000 of funding from the Transportation Capital Improvement Program Transit Set Aside (ST00005) to the Community Services Jail Transportation Project.

### SUMMARY

The Jail Transportation Pilot began in 2018 to address the critical need for transportation services for recently released inmates from the Dakota County Jail. It was created to fill a gap in available transportation resources in Hastings, ensuring that individuals released from jail had a reliable and safe means of getting to their next destination. The pilot was implemented and refined through three phases from 2018 to 2023:

- Phase I: Transit Link (April 2018-Sept. 2019): Through a partnership with the Metropolitan Council, Transit Link made several scheduled pickups each weekday at the Dakota County Jail. GoTo cards were distributed to individuals, allowing them to access the Transit Link service for transportation to their destinations. This initiative was funded by Dakota County Community Corrections.
- Phase II: DakotaLink (Sept. 2019-March 2021): Dakota County Community Services Administration contracted with the Hastings Bus Company to provide transportation for individuals traveling to and from court in Hastings, as well as for recently released individuals needing a ride home.
- Phase III: Lyft (March 2021-Sept. 2023): Dakota County Social Services partnered with a call center to handle ride requests and with Lyft to offer rideshare services for individuals recently released from jail. The call center was funded through the Minnesota Department of Transportation 5310 Grant, while the rides were supported by the Community Services Budget Incentive Plan funding.

The Jail Transportation Program was established in September 2023. The service now provides free transportation for individuals recently released from jail within a 24-mile radius of the Dakota County Jail, taking individuals to their destinations or to a transit hub where they can access public transportation. Initially contracted with Lyft through July 2024, the program now partners with Uber for ride services. Each month, an average of 140 riders rely on the program to reach destinations that

are an average of 20.2 miles from the Dakota County Jail. The typical cost for a ride is \$42. Notably, over 24 percent of riders indicate they would have to walk to their destination without the program, while another 56 percent are uncertain how they would get home.

At the February 11, 2025, Physical Development Committee of the Whole, the Transportation Department presented a draft Transit Work Plan for Board input and discussion. The Work Plan identified supporting the Jail Transportation Program with available Transportation Capital Improvement Program Transit Set Aside funds (ST00005) to provide a stable funding source for the program. The discussion indicated consensus to move forward with this proposal.

The Jail Transportation Program has an annual cost of approximately \$145,000. Costs incurred by Social Services have typically totaled \$120,000 for Uber and \$23,200 for call center services, with an additional \$1,800 in costs for bus passes covered by the Sheriff's Department.

### RECOMMENDATION

Staff recommend amending the 2025 Transportation Capital Improvement Program (CIP) and Budget through a transfer of \$145,000 to the 2025 Social Services budget to continue operation of the Community Services Jail Transportation Project.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program includes \$420,000 for Transit Service Expansion, funded with Sales and Use Tax funds. A budget amendment is needed to transfer \$145,000 from the Transportation CIP to Social Services.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> None                           | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input checked="" type="checkbox"/> Amendment Requested |   | <input type="checkbox"/> New FTE(s) requested |

### RESOLUTION

WHEREAS, the Dakota County Transportation Capital Improvement Program (CIP) established the Transit Service Expansion Capital and Operating Set Aside (ST00005) to support County identified transit needs and priorities; and

WHEREAS, the Dakota County Jail Transportation Program was established to address the critical need for transportation services for recently released inmates from the Dakota County Jail; and

WHEREAS, the Dakota County Jail Transportation Program provides free transportation for individuals recently released from jail within a 24-mile radius of the Dakota County Jail, taking individuals to their destinations or to a transit hub where they can access public transportation; and

WHEREAS, the Dakota County Jail Transportation Program does not have a permanent funding source; and

WHEREAS, the Dakota County Board of Commissioners discussed and directed staff to utilize the 2025 Transit Service Expansion Capital and Operating Set Aside (ST00005) in the Transportation CIP to fund the Jail Transportation Program during the February 11, 2025, Physical Development Committee of the Whole; and

WHEREAS, a budget amendment is needed to transfer funds from ST00005 to the Jail Transportation Project.

NOW, THEREFORE, BE IT RESOLVED, That the 2025 Transportation Capital Improvement Program is hereby amended as follows:

**Expense**

Transit Service Expansion Set-aside (ST00005)	<u>(\$145,000)</u>
---	--------------------

<b>Total Expense</b>	<b><u>(\$145,000)</u></b>
----------------------	---------------------------

**Revenue**

Sales & Use Tax	<u>(\$145,000)</u>
-----------------	--------------------

<b>Total Revenue</b>	<b><u>(\$145,000)</u></b>
----------------------	---------------------------

; and

BE IT FURTHER RESOLVED, That the 2025 Social Services operational budget is hereby amended as follows:

**Expense**

Jail Transportation Program	<u>\$145,000</u>
-----------------------------	------------------

<b>Total Expense</b>	<b><u>\$145,000</u></b>
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**Revenue**

Sales & Use Tax	<u>\$145,000</u>
-----------------	------------------

<b>Total Revenue</b>	<b><u>\$145,000</u></b>
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**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

None.

**BOARD GOALS**

- |   |   |
|---|---|
| <input type="checkbox"/> Thriving People                          | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service                         |

**CONTACT**

Department Head: Erin Laberee

Author: Joe Morneau



# Board of Commissioners

## Request for Board Action

Item Number: DC-4442

Agenda #: 10.9

Meeting Date: 4/22/2025

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Submit Grant Application For Corridors Of Commerce Project Readiness Activities For Financial Year 2025**

### PURPOSE/ACTION REQUESTED

Authorize staff to submit an application for County Project (CP) 42-170, a grade-separated interchange at Trunk Highway (TH) 3 and County State Aid Highway (CSAH) 42, to the 2025 Corridors of Commerce (COC) Project Readiness grant program.

### SUMMARY

The COC program was created in 2013 when the Minnesota Legislature passed Minnesota Statute 161.088. The goals of the program are to focus additional transportation investments in state highway projects that directly and indirectly foster economic growth for the State through the provisioning of construction jobs, enabling goods to be transported through a commerce-friendly network of corridors, and providing additional mobility to its citizens. The Project Readiness aspect of the grant makes up to 10 percent of the total COC funds available for projects involved in readiness advancement activities such as Planning, Scoping, Predesign, Preliminary Engineering, and Environmental Analysis. For fiscal year 2025, the COC Project Readiness grant program has \$22,000,000 available for funding in and around the metro area.

The Dakota County Transportation Capital Improvements Program identifies CP 42-170, CSAH 42 (150<sup>th</sup> St) at TH 3 (Robert Trail) as a grade-separated intersection in Rosemount. This project was identified after a recent planning and visionary study indicated a need for future capacity improvements and traffic control changes at the intersection.

### RECOMMENDATION

Staff recommends submittal of CP 42-170 to the Minnesota Department of Transportation COC Project Readiness grant program.

### EXPLANATION OF FISCAL/FTE IMPACTS

None. The project budgets will be adjusted as necessary if requested funds are awarded.

- |  |   |                                |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None     | <input type="checkbox"/> Current budget       | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested |                                |

### RESOLUTION

WHEREAS, the Minnesota Department of Transportation is requesting project submittals for the



Corridors of Commerce Project Readiness grant program; and

WHEREAS, funding for County Project (CP) 42-170, a grade-separated interchange at Trunk Highway 3 and County State Aid Highway 42, will strive to address traffic capacity issues found in a recent study and increase safety at the intersection; and

WHEREAS, state funding of projects reduces the burden on local taxpayers for local and regional improvements; and

WHEREAS, project submittals are due on April 26, 2025; and

WHEREAS, CP 42-170 is consistent with the adopted Dakota County Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submittal of County Project 42-170, the grade-separated interchange at Trunk Highway 3 and County State Aid Highway 42, to the Minnesota Department of Transportation for the 2025 Corridors of Commerce Project Readiness grant program.

#### **PREVIOUS BOARD ACTION**

None.

#### **ATTACHMENTS**

Attachment: None.

#### **BOARD GOALS**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Thriving People                          | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input checked="" type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service                         |

#### **CONTACT**

Department Head: Erin Laberee

Author: Barry Becker



# Board of Commissioners

## Request for Board Action

Item Number: DC-4462

Agenda #: 10.10

Meeting Date: 4/22/2025

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Reimbursement And Relocation Agreement With Northern States Power Company And Authorization To Execute Encroachment Agreement With Enterprise Energy LLC And Marathon Pipe Line LLC Along County State Aid Highway 32 In City Of Inver Grove Heights, County Project 32-65**

### PURPOSE/ACTION REQUESTED

Authorize the execution of a reimbursement and relocation agreement with Northern States Power Company dba Xcel Energy (Xcel) for relocation of overhead power utilities and an encroachment agreement with Enterprise Energy LLC (Enterprise) and Marathon Pipe Line LLC (Marathon) for underground Petroleum pipelines along County State Aid Highway (CSAH) 32 in the city of Inver Grove Heights for County Projects (CP) 32-65.

### SUMMARY

To provide a safe and efficient transportation system, the City of Inver Grove Heights, in cooperation with Dakota County, is proceeding with CP 32-65. The project will reconstruct 117th Street East from CSAH 71 (Rich Valley Boulevard) to the Trunk Highway (TH) 52/117th Street Interchange.

Encroachment agreements are required for work over Enterprise Energy's four-inch petroleum pipeline and Marathon's eight-inch petroleum pipeline that are in their own easements. Development of the reconstruction project has addressed constraints, and the potential impact on the pipelines has been minimized. Relocation of these pipelines is not required. The design maintains adequate clearance of the pipeline that runs parallel to the roadway. The project is required to cross over the pipelines at one location and requires specific protective measures and supervision during construction activities.

The basic terms of the proposed encroachment agreements include:

- Approve the encroachment of improvements on CP 32-65 within the existing utility easement.
- Approve the construction details proposed by the County and City, such as cross-section depth/surfacing.
- Describe the insurance coverage the County shall procure or cause its contractors to procure during construction.
- Indemnify and hold harmless Utility Companies and other listed parties against any and all claims/liabilities arising from the project. This is a contractual obligation that is not subject to the tort liability limitation.

Xcel has transmission lines and poles that require relocation as part of the project and require an agreement. Xcel estimates the cost of relocating its facilities, including engineering, materials, and construction, is \$1,206,000. The Xcel relocation agreement provides for payment of contractual obligations before commencing the work.

The three utility companies have the right of occupancy in their existing location because they hold an easement interest, the taking of which is compensable in eminent domain. Utilities are allowed to co-locate within public right-of-way pursuant to Minn. Stat. § 222.37. This requires a permit, which is processed under the County's right-of-way Ordinance No. 126. Typically, these permits are subject to the condition that utilities be required to move at their own cost if a future road project necessitates it. However, because the County recognizes that Xcel, Enterprise, and Marathon are located in their existing easement, Dakota County must forego the permit condition that requires utilities to relocate at their own cost for County Projects, and instead, the County will pay to relocate the utility structure on this parcel if needed in the future. This allows the utilities to relocate their infrastructure if needed inside the newly acquired right of way easement without having to buy additional rights from the property owner at County cost.

## RECOMMENDATION

Staff recommends execution of agreements with Xcel for the transmission line relocation along CSAH 32 associated with encroachment of the project on the transmission and Enterprise and Marathon for encroachment of the project on the petroleum pipeline easements to proceed with CP 32-65.

Xcel estimates the cost of relocating its facilities, including engineering, materials, and construction, is \$1,206,000. Actual costs will be determined at the completion of construction. Xcel Energy and Dakota County have designed the construction and relocation projects to minimize relocations associated costs. To limit the potential for relocation cost increases, there has been early and continuous engineering coordination with Xcel.

## EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program includes a total budget of \$23,460,000 for CP 32-65. Sufficient funds are available for the agreement with Xcel.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Amendment Requested |  | <input type="checkbox"/> New FTE(s) requested |

## RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights are proceeding with County Project (CP) 32-65; and

WHEREAS, the project will reconstruct 117th Street East from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to the Trunk Highway (TH) 52/117th Street Interchange; and

WHEREAS, the purpose of the project is to meet 10-ton design standards, enhance transportation system efficiency and mobility, reduce access points, improve pavement conditions, and facilitate the phased development of an essential east-west transportation corridor within the region; and

WHEREAS, the 117th Street corridor is a part of the more extensive CSAH 32 network in Dakota County, which connects Interstate 35W in Burnsville to TH 52 in Inver Grove Heights; and

WHEREAS, the 117th Street and CSAH 71 corridors are considered Tier 1 regional truck corridors; and

WHEREAS, the design includes a two-lane, median-divided roadway for a one-mile segment of 117th Street between Rich Valley Boulevard and the Flint Hills Resources Refinery access, just west of the TH 52/117th Street Interchange; and

WHEREAS, the County is the lead agency for the construction of the project; and

WHEREAS, Northern States Power Company dba Xcel Energy (Xcel) transmission lines and poles are located within its own easement; and

WHEREAS, Enterprise Energy LLC (Enterprise) and Marathon Pipe Line LLC (Marathon) underground petroleum pipelines are located within their own easements; and

WHEREAS, the three utility companies have the right of occupancy in their existing location because they hold an easement interest, the taking of which is compensable in eminent domain; and

WHEREAS, in order to proceed with project development, Xcel is requesting that Dakota County execute a scoping agreement to reimburse Xcel in an amount not to exceed \$1,206,000 for actual costs incurred for the cost of the preliminary engineering and design; and

WHEREAS, utilities are allowed to co-locate within public right-of-way pursuant to Minn. Stat. 222.37, which requires a permit, which is processed under the County's right-of-way Ordinance No. 126; and

WHEREAS, because the County recognizes that Xcel, Enterprise, and Marathon are located in their existing easement, Dakota County must forego the permit condition that requires utilities to relocate at their own cost for County Projects, and instead, the County will pay to relocate the utility structure on this parcel if needed in the future; and

WHEREAS, to proceed with the project, Xcel requested that Dakota County enter into an agreement for reimbursement and relocation of the transmission line that is in their own easements; and

WHEREAS, encroachment agreements are required for work over Enterprise Energy's four-inch petroleum pipeline and Marathon's eight-inch petroleum pipeline that are in their own easements; and

WHEREAS, the Xcel relocation agreement provides for payment of contractual obligations before commencing the work; and

WHEREAS, payments must be made to displaced utility facilities at the time they are needed to relocate; and

WHEREAS, Xcel estimates that the cost of relocating its transmission line facilities, including engineering, materials, and construction, is \$1,206,000; and

WHEREAS, the cost to the County will be for actual costs incurred by Xcel in carrying out the relocation of its facilities; and

WHEREAS, in order to proceed with construction, Dakota County must enter into an agreement with Xcel to identify costs and responsibilities associated with the relocation of transmission lines and poles; and

WHEREAS, staff recommends execution of a relocation agreement with Xcel for the transmission line relocation associated with the encroachment of the project on the transmission line easement to proceed with CP 32-65.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an agreement with Northern States Power Company dba Xcel Energy for the design, materials, easement acquisition, and construction of the transmission line relocation in the amount of the actual cost, estimated at \$1,206,000, 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 Physical Development Director to execute an agreement with Enterprise Energy LLC and Marathon Pipe Line LLC for an encroachment agreement to define practices for construction activity within their easement to avoid impacts to the pipelines.

#### **PREVIOUS BOARD ACTION**

None

#### **ATTACHMENTS**

Attachment: Location Map

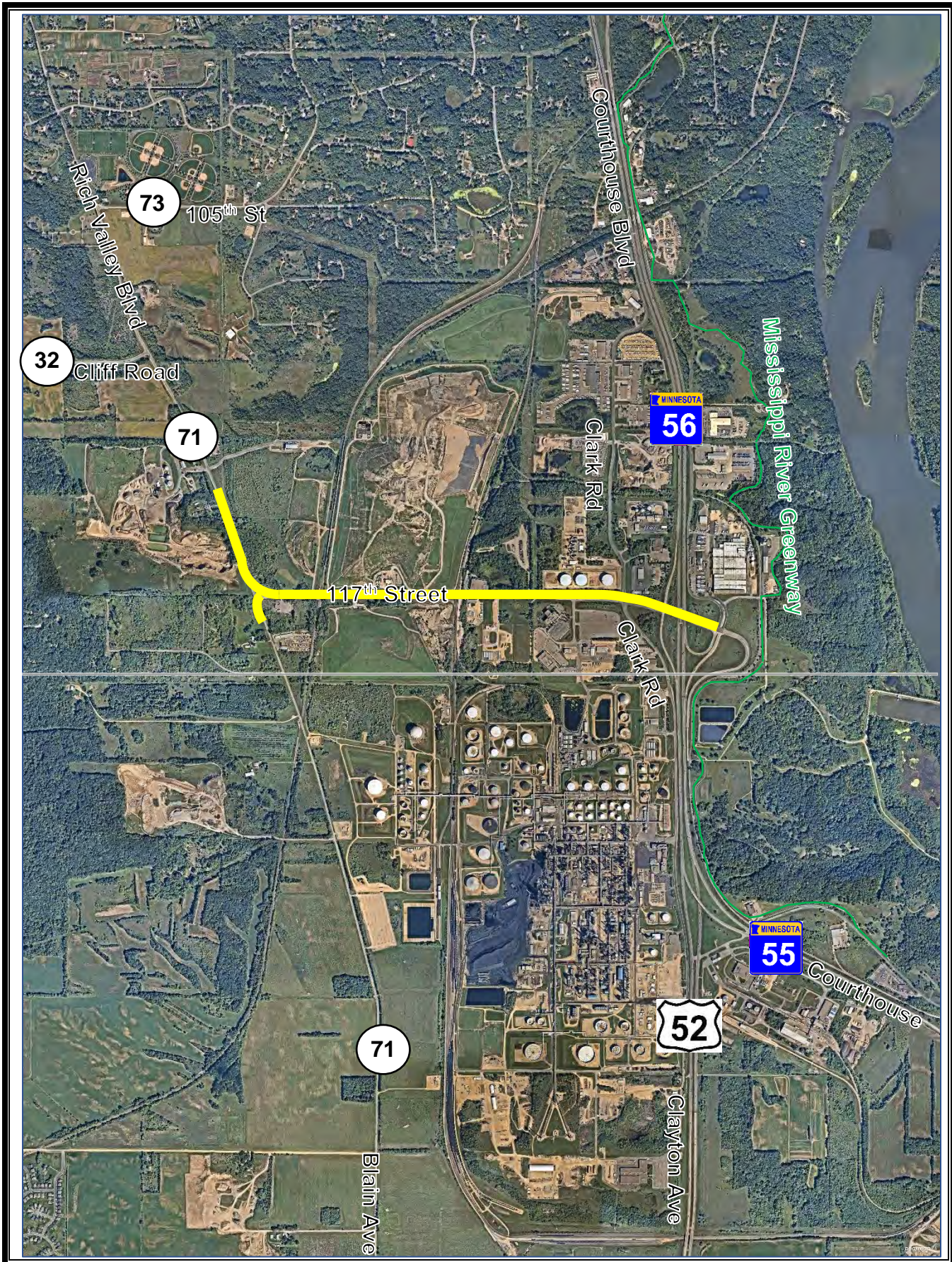
#### **BOARD GOALS**

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

#### **CONTACT**

Department Head: Erin Laberee  
Author: John sass





## County Project 32-65





# Board of Commissioners

## Request for Board Action

Item Number: DC-4298

Agenda #: 11.1

Meeting Date: 4/22/2025

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

**Scheduling Of Public Hearing To Receive Comments On Proposed Ordinance Regulating Registration And Sale Of Cannabis Products, And Amend 2025 Fee Schedule**

### PURPOSE/ACTION REQUESTED

Schedule a Public Hearing at 9:00 a.m. on May 20, 2025, to receive comments on the proposed cannabis ordinance, regulating the registration and sale of cannabis products, and to amend the 2025 fee schedule.

### SUMMARY

Staff from the County Attorney's Office, Sheriff's Office, Public Health, and Public Services and Revenue have worked together to draft this ordinance in order to ensure its compliance with Minnesota State Statutes and in the interest of public health and safety. The County Board gave policy direction for the proposed ordinance at the General Government and Policy Committee of the Whole meeting on March 11, 2025. The County Board reviewed the draft ordinance at the General Government and Policy Committee of the Whole meeting on April 8, 2025.

In order to adopt the ordinance, it is necessary for the County Board to hold a public hearing on the matter and to publish notice of its intent to adopt the ordinance and amend the 2025 fee schedule at least 10 days before the hearing at which the County Board will consider the approving the ordinance and the amendment to the fee schedule.

### RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners schedule a public hearing to receive comments on the proposed cannabis ordinance regulating the operations and retail registration of cannabis businesses in Dakota County and amending the 2025 fee schedule for 9:00 a.m. on May 20, 2025, in the Boardroom of the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

WHEREAS, pursuant to the authority vested in it by Minn. Stat. § 342.13 to adopt reasonable restrictions of the operation of a cannabis business in the unincorporated areas of Dakota County and in any political subdivision located in Dakota County that has consented to Dakota County



administering retail registration and the County has agreed to take on the authority; and

WHEREAS, pursuant to the authority vested in it by Minn. Stat. § 342.22 to issue local registrations to retailers for the sale of cannabis in the unincorporated areas of Dakota County and in any political subdivision located in Dakota County that has consented to Dakota County administering retail registration and the County has agreed to take on the authority to regulate cannabis and lower-potency hemp edibles to Dakota County; and

WHEREAS, staff from the County Attorney's Office, Sheriff's Office, Public Health, and Public Services and Revenue Division recommend that a cannabis ordinance is adopted; and

WHEREAS, the 2025 Fee Schedule must be amended to include fees associated under this ordinance for retail registration of cannabis retailers and temporary cannabis event licenses; and

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public of this cannabis ordinance in Dakota County; and

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public of the amendment to the 2025 fee schedule in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing at 9:00 a.m. on May 20, 2025, in the Boardroom of the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota to receive comments on the proposed Cannabis Ordinance and amendment to the 2025 Fee Schedule in Dakota County; and

BE IT FURTHER RESOLVED, That the Public Services and Revenue Division is hereby directed to publish in the official county newspaper and on the website, notice of the public hearing and the County Board's intent to adopt a cannabis ordinance and amend the 2025 fee schedule.

#### **PREVIOUS BOARD ACTION**

None.

#### **ATTACHMENTS**

None.

#### **BOARD GOALS**

- |   |   |
|---|---|
| <input type="checkbox"/> Thriving People                          | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service              |

#### **CONTACT**

Department Head: Teresa Mitchell

Author: Sarah Kidwell



# Board of Commissioners

## Request for Board Action

Item Number: DC-4427

Agenda #: 11.2

Meeting Date: 4/22/2025

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Intoxicating Liquor Consumption And Display (Set Up) Permit For United Steel Workers, Local 662**

### PURPOSE/ACTION REQUESTED

Approve Intoxicating Liquor Consumption and Display (set up) Permit for United Steel Workers, Local 662.

### SUMMARY

Pursuant to Minn. Stat. §340A.414, the Commissioner of Public Safety can issue an on-business-premises intoxicating liquor Consumption and Display Permit only after approval by the governing body of the county in which the establishment is located. The County Attorney and County Sheriff have reviewed the application and find that the applicant is eligible to be permitted. Vermillion Township approved the application on April 4, 2025, at their regular monthly meeting.

<u>Establishment</u>	<u>Address</u>	<u>Township</u>	<u>Fee</u>
United Steel Workers, Local 662	18990 Goodwin Ave, Hastings	Vermillion	\$288.00

### RECOMMENDATION

Staff recommends approval of United Steel Workers, Local 662's application for Consumption and Display (set up) Permit for the period of April 1, 2025 through March 31, 2026.

### EXPLANATION OF FISCAL/FTE IMPACTS

Revenue from the license fees totals \$288.00 and is included in the current approved budget.

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

### RESOLUTION

WHEREAS, the United Steel Workers, Local 662 has submitted to the Commissioner of Public Safety an application for an on-business-premises intoxicating liquor Consumption and Display (Set Up) Permit for the period of April 1, 2025 through March 31, 2026; and

WHEREAS, pursuant to Minn. Stat. §340A.414, a Consumption and Display Permit issued by the Commissioner of Public Safety is not effective until approved by the local government where the establishment is located; and

WHEREAS, the United Steel Workers, Local 662 businesses premises is located in Vermillion Township in Dakota County; and

WHEREAS, the County Attorney and County Sheriff have reviewed the application and find that the applicant is eligible to receive a permit.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following application for an on premises intoxicating liquor Consumption and Display permit for the period of April 1, 2025 through March 31, 2026, and recommends issuance of the permit by the State Alcohol and Gambling Enforcement Division upon payment of the proper fees:

Vermillion Township

United Steelworkers, Local 662	\$288.00	Consumption and Display (Set Up) Permit
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**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

None.

**BOARD GOALS**

- |  |   |
|--|---|
| <input type="checkbox"/> Thriving People                                     | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input checked="" type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service                         |

**CONTACT**

Department Head: Teresa Mitchell

Author: Sarah Kidwell



# Board of Commissioners

## Request for Board Action

Item Number: DC-4428

Agenda #: 11.3

Meeting Date: 4/22/2025

**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 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 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 4-10, 2025, at the Dakota County Fairgrounds located in Castle Rock Township. Castle Rock Township approved the application on April 8, 2025.

### RECOMMENDATION

Staff recommends approval of the license.

### EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from this license is \$106.00.

- |  |  |                                |
|--|--|--------------------------------|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> 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 4-10, 2025 at the Dakota County Fairgrounds in Castle Rock Township; and

WHEREAS, Castle Rock Township approved the application on April 8, 2025; 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 4-10, 2025 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-4430

Agenda #: 11.4

Meeting Date: 4/22/2025

**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 30 through June 1, 2025.

### 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 30 through June 1, 2025, 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 8, 2025.

### RECOMMENDATION

Staff recommends approval of the license.

### EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from this license is \$74.50.

- |  |  |                                |
|--|--|--------------------------------|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> 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 30 through June 1, 2025, at the Dakota County Fairgrounds in Castle Rock Township; and

WHEREAS, Castle Rock Township approved the application on April 8, 2024; 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 30 through June 1, 2025, 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

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**Item Number:** DC-4435

**Agenda #:** 11.5

**Meeting Date:** 4/22/2025

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**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### **TITLE**

**Approval Of Application For Assemblage Of Large Number Of People License For Farmington Area Enhancement Group**

### **PURPOSE/ACTION REQUESTED**

Approve application for Assemblage of Large Numbers or People from Farmington Area Enhancement Group for parade line up during the annual Farmington Top the Tater Days Festival Parade at the Dakota County Fairgrounds 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 Farmington Area Enhancement Group to hold the Top the Tater Days Festival parade line up on June 29, 2025, from 12:00 p.m. (noon) until 2:30 p.m. at the Dakota County Fairgrounds in Castle Rock Township.

Dakota County Ordinance No. 112 requires that not 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 8, 2025.

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 \$342.00.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Amendment Requested |  | <input type="checkbox"/> New FTE(s) requested |

**RESOLUTION**

WHEREAS, application has been submitted by Farmington Enhancement Group to hold the Top the Tater Days Parade line up at the Dakota County Fairgrounds 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 County Ordinance No. 112 and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management, Transportation Department and Sheriff's Office; and

WHEREAS, the licensee has agreed to comply with the requirements of Ordinance No. 112, including the noise requirements; and

WHEREAS, Castle Rock Township has reviewed the application for this event and approves this to be brought before the Dakota County Board of Commissioners for approval.

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 Farmington Enhancement Group to hold Parade line up on Saturday, June 29, 2025, between the hours of noon and 2:30 p.m. at the Dakota County Fairgrounds and authorizes the Public Service and Revenue Division to issue the license.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

None.

**BOARD GOALS**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Thriving People               | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service                         |

**CONTACT**

Department Head: Teresa Mitchell

Author: Sarah Kidwell



# Board of Commissioners

## Request for Board Action

Item Number: DC-4447

Agenda #: 11.6

Meeting Date: 4/22/2025

**DEPARTMENT:** Public Services and Revenue Administration

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Application For Assemblage Of Large Numbers Of People License For 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 30 to June 1, 2025, 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 not 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 8, 2025.

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 \$342.00.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> None                | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Amendment Requested |  | <input type="checkbox"/> 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 30 to June 1, 2025, 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 8, 2025.

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 30 to June 1, 2025, 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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Thriving People               | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service                         |

## CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4403

**Agenda #:** 15.1

**Meeting Date:** 4/22/2025

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### Information

See Attachment for future Board meetings and other activities.

## April 22, 2025

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 RRA) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 9:30 AM - 9:30 AM**      **Regional Railroad Authority - CANCELED**
- 3:00 PM - 3:00 PM**      **Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom**

## April 23, 2025

Wednesday

- 9:15 AM - 9:15 AM**      **Metropolitan Mosquito Control District Commission Meeting -- Metropolitan Government Center, 2099 University Avenue West, St. Paul**
- 4:30 PM - 4:30 PM**      **Public Open House #2 - Delaware Ave & Butler Ave Improvements, West St. Paul/Mendota Heights -- Two Rivers High School, 1897 Delaware Ave, Mendota Heights**

## April 24, 2025

Thursday

- 1:00 PM - 1:00 PM**      **Vermillion River Watershed Joint Powers Board Meeting -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington**
- 7:00 PM - 7:00 PM**      **Dakota County Planning Commission Meeting - CANCELED --**

## April 26, 2025

Saturday

- 12:00 PM - 12:00 PM**      **Spring at Spring Lake Park -- Spring Lake Park Reserve, 8395 127th St. E, Hastings**

## May 1, 2025

Thursday

- 5:30 PM - 5:30 PM**      **Mighty Mississippi River Clean Up Challenge -- Jaycee Park, 420 Lock & Dam Road, Hastings**



**May 6, 2025**

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**

**5:00 PM - 5:00 PM**

**The Vermillion River Greenway ribbon cutting -- Vermillion Falls Park, 215 21st St. E, Hastings**



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-4404

**Agenda #:** 16.1

**Meeting Date:** 4/22/2025

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Adjournment