



Dakota County

Board of Commissioners

Agenda

Tuesday, February 18, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

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

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Moment of Remembrance for First Responders**
4. **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
Verbal Comments are limited to five minutes.

5. **Agenda**
 - 5.1 Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

6. **County Administration - Approval of Minutes**
 - 6.1 Approval of Minutes of Meeting Held on February 4, 2025
7. **Items Recommended by Board Committee***
 - 7.1 *Transportation* - Authorization To Amend Contract With Short Elliott Hendrickson Inc. And Amend 2025 Transportation Capital Improvement Program Budget For Professional Services For County State Aid Highway 38 In Burnsville, County Project 38-61
 - 7.2 *Facilities Management* - Authorization To Execute Contract With AJ Mobility dba Mobili-Fi, LLC., For Northern Service Center Distributed Antenna System Replacement And Amend 2025 Facilities Capital Improvement Program Budget

- 7.3 *Parks* - Authorization To Execute Contract With Bolton & Menk, Inc. For Professional Services For Minnesota River Greenway In Burnsville And Eagan, County Project P00127

8. Central Operations

- 8.1 *Information Technology* - Authorization To Amend Contract With TD Synnex, LLC For Additional Enterprise Resource Planning Software Licenses
- 8.2 *Information Technology* - Authorization To Execute Contract With Oracle America, Inc. For Oracle Mission Critical Support Services
- 8.3 *Central Operations Administration* - Approval Of Revisions To Policy 1015 Advisory Committees And Approval Of Bylaws For The Dakota County Disability Advisory Council
- 8.4 *Finance* - Report On Invoices Paid In January 2025

9. County Board/County Administration

- 9.1 *Office Of The County Manager* - Acceptance Of Resignation From Member Of Opioid Response Advisory Committee
- 9.2 *Human Resources* - Approval Of Revisions To Policy 3200 - Pay Practices

10. Community Services

- 10.1 *Public Health* - Ratification Of Minnesota Department Of Health Grant Application For Additional Strong Foundations Funding And Authorization To Accept Grant Funds, Execute Grant Amendment, And Amend 2025 Public Health Budget
- 10.2 *Public Health* - Authorization To Execute Joint Powers Agreement With Independent School District 197 For Wellness Initiatives Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership

11. Physical Development

- 11.1 *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 11.2 *Transportation* - Authorization To Execute Railroad Coordination Agreements For 117th Street Reconstruction
- 11.3 *Transportation* - Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Multi-Use Trail And Pedestrian Crossings In Cities Of Inver Grove Heights And South St. Paul And Execute Joint Powers Agreements, County Projects 56-14 And 28-69

- 11.4** *Transportation* - Authorization To Execute Second Contract Amendment With WSB LLC For County State Aid Highway 42 Federal Mill And Overlay, County Project 42-172, And Garrett Ave Intersection Modifications And Signal Replacements At Garrett Ave And CSAH 31 (Pilot Knob Road) In Apple Valley, County Project 42-177
- 11.5** *Transportation* - Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For County State Aid Highway 28 Roadway Improvements, County Project 28-76
- 11.6** *Transportation* - Authorization To Execute Amendment To Contract With Alliant Engineering, Inc., For County Road 86 Railroad Bridge Inspection, Material Testing, And Track Monitoring Services In Castle Rock Township, County Project 86-34
- 11.7** *Transportation* - Authorization To Approve Contract Amendment With McNamara Contracting, Inc. And Amend 2025 Capital Improvement Program Budget For 2024 Preservation Of Paved Trails And Facilities Project
- 11.8** *Transportation* - Authorization To Award Bid And Execute Construction Contract With Park Construction Company, Amend Design Contract With Bolton & Menk, Inc., And Amend 2025 Transportation Capital Improvement Program Budget For County State Aid Highway 26 (Lone Oak Road) Roadway Improvements In City Of Eagan, County Project 26-67
- 11.9** *Parks* - Authorization To Submit Grant Applications To Legislative-Citizen Commission On Minnesota Resources Program
- 11.10** *Physical Development Administration* - Fiscal Year 2025 Countywide Community Development Block Grant Allocation Request
- 11.11** *Physical Development Administration* - Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development
- 11.12** *Parks* - Authorization To Transfer National Park Service Grant Funding To City Of South St. Paul For Design And Construction Of Wakota Scenic Trailhead, County Project P00153
- 12. Public Services and Revenue**
- 12.1** *Library* - Authorization To Submit Grant Application To The Toro Company, To Accept Grant If Awarded, And To Execute Grant Agreement

REGULAR AGENDA

13. County Board/County Administration

- 13.1 *Human Resources* - Employee Recognition Day And Recognition Of HEROES And IDEA Leadership Awards Recipients

Recess for Reception

14. Community Services

- 14.1 *Social Services-Housing & Community Resources* - Workforce Shortage Workgroup Recommendation Implementation Update
- 14.2 *Public Health* - Communities For A Lifetime Initiative Update

15. Physical Development

- 15.1 *Environmental Resources* - Authorization To Implement Dakota County Chloride Reduction Program

16. 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

17. County Manager's Report

18. Information

- 18.1 Information
 See Attachment for future Board meetings and other activities.

19. Adjournment

- 19.1 Adjournment

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

**Dakota County Board meeting agendas are available online at
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



Board of Commissioners

Request for Board Action

Item Number: DC-4258

Agenda #: 5.1

Meeting Date: 2/18/2025

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-4259

Agenda #: 6.1

Meeting Date: 2/18/2025

Approval of Minutes of Meeting Held on February 4, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, February 4, 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 Liz Hansen, Administrative Coordinator.

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. No comments were received for this agenda.

4. Agenda

4.1 Resolution No: 25-069
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Liz Workman

Second: Laurie Halverson

Ayes: 7

CONSENT AGENDA

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

5. County Administration - Approval of Minutes

5.1 Resolution No: 25-070
Approval of Minutes of Meeting Held on January 21, 2025

Motion: Laurie Halverson

Second: William Droste

Ayes: 7

6. County Board/County Administration

- 6.1** Resolution No: 25-071
Appointment To Zoning Board Of Adjustment

Motion: Laurie Halverson

Second: William Droste

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following individual to the Zoning Board of Adjustment with a term ending December 31, 2025:

At Large (Planning), James Guttman

Ayes: 7

- 6.2** Resolution No: 25-072
Acceptance Of Resignations From Members Of Dakota-Scott Workforce Development Board

Motion: Laurie Halverson

Second: William Droste

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the resignations received from Stacy Crakes, Private sector representative and Ronnie Basset, Private sector representative on the Dakota-Scott Workforce Development Board and authorizes staff to begin the process to fill the vacancies.

Ayes: 7

- 6.3** Resolution No: 25-073
Appointments To Dakota-Scott Workforce Development Board

Motion: Laurie Halverson

Second: William Droste

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following individuals to the Dakota-Scott Workforce Development Board to fill terms ending June 30, 2025.

Private - Charity Weibel

Private - Mike Toepfer

Ayes: 7

7. Enterprise Finance and Information Services

- 7.1** Resolution No: 25-074
Authorization To Execute Contract With Info-Tech Research Group Inc. For Advisory Services

Motion: Laurie Halverson

Second: William Droste

WHEREAS, information technology research and advisory services are needed

to maintain a knowledgeable and skilled workforce; and

WHEREAS, Info-Tech Research Group Inc. provides those services with competitive General Services Administration (GSA) pricing.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract for one year starting in March 2025 with Info-Tech Research Group Inc. for services in an amount not to exceed \$131,959, subject to approval by the County Attorney’s Office as to form.

Ayes: 7

**7.2 Resolution No: 25-075
Authorization To Execute Contract With Paragon Development Systems, Inc.,
For Replacement Email Security System**

Motion: Laurie Halverson Second: William Droste

WHEREAS, the County relies on secure email communications to ensure the integrity of its data and operations; and

WHEREAS, county staff have reviewed email security solutions available in the market; and

WHEREAS, county staff have determined that Proofpoint Email Protection offers email security capabilities that best fit the County’s needs; and

WHEREAS, Paragon Development Systems, Inc., offers Proofpoint Email Protection services through the Minnesota State Cooperative Purchasing Venture (CPV), which ensures competitive pricing and compliance with procurement standards; and

WHEREAS, the total cost of a three-year contract with Paragon Development Systems, Inc., for Proofpoint Email Security is \$286,015, to be paid annually at \$95,339; and

WHEREAS, funds for the annual payments of this contract are included in the approved operations budget.

NOW, THEREFORE, BE IT RESOLVED, That the Deputy County Manager is authorized to execute a three-year contract with Paragon Development Systems, Inc., for Proofpoint Email Protection services in an amount not to exceed \$286,015, subject to approval by the County Attorney’s Office as to form.

Ayes: 7

8. Physical Development

8.1 Resolution No: 25-076
Approval Of Final Plats Recommended By Plat Commission

Motion: Laurie Halverson 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:

YANKEE HERITAGE 28 Eagan

Ayes: 7

8.2 Resolution No: 25-077
Assignment And Conveyance Of Easements From Dakota County To City Of Eagan

Motion: Laurie Halverson Second: William Droste

WHEREAS, the Dakota County Plat Commission reviewed a proposed plat in the City of Eagan as YANKEE HERITAGE 28, located along Heritage Lane (a city street) and County State Aid Highway (CSAH 28); and

WHEREAS, the County acquired highway easement document number 929254 for the realignment of a city street (Heritage Lane); and

WHEREAS, the County never transferred or assigned that portion of Heritage Lane back to the City of Eagan; and

WHEREAS, the City of Eagan agreed to the transfer and assignment of the easement and planned for approval at a City Council Meeting on February 21, 2025; and

WHEREAS, the County should assign and convey the city street (Heritage Lane) to the City of Eagan as described below:

PARCEL 2, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 5A, as

described per document no. 929254 EXCEPT the south 42.00 feet for CSAH 28 right of way purposes.

; and

WHEREAS, staff recommends the assignment of the highway easement for PARCEL 2 (5A) as acquired by the County for County Project 28-07.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute an assignment and conveyance of the highway easement from Parcel 2 (5A) as described above from Dakota County to the City of Egan, subject to approval by the County Attorney's Office as to form.

Ayes: 7

- 8.3** Resolution No: 25-078
Authorization To Execute Joint Powers Agreement With City Of Burnsville For City Utility Improvement Incorporation Into 2025 Preservation Projects On County State Aid Highway 11, County Project 11-32

Motion: Laurie Halverson

Second: William Droste

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the 2025 Preservation of Paved Highway Surfaces; and

WHEREAS, included in the County's preservation work is an opportunity for coordination with city stakeholders to partner on any necessary utility repairs within the road segments being included; and

WHEREAS, the City of Burnsville desires to incorporate sanitary sewer, water main, or storm sewer repairs as part of County Project 11-32; and

WHEREAS, County Project 11-32 is the mill and overlay of County State Aid Highway 11 from County State Aid Highway 38 to Trunk Highway 13 in Burnsville; and

WHEREAS, a joint powers agreement between the County and the City of Burnsville is necessary to outline roles, responsibilities, and cost participation; and

WHEREAS, the cost share for utility maintenance/improvements associated with storm sewer is 80 percent County and 20 percent City of Burnsville in accordance with the terms and conditions of the current adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025409); and

WHEREAS, the cost share for utility maintenance/improvements associated with water main and sanitary sewer is 100 percent City of Burnsville; and

WHEREAS, the 2025 Transportation Capital Improvement Program Adopted Budget includes sufficient funds to proceed with the 2025 Preservation of Paved Highway Surfaces, including the County's cost share for storm sewer improvements.

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 Burnsville for utility repair work associated with County Project 11-32, which is included in the 2025 Preservation of Paved Highway Surfaces.

Ayes: 7

8.4 Resolution No: 25-079

Authorization To Approve Letter Of Support For Trunk Highway 13 Planning Study In Mendota Heights For 2024-2025 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Discretionary Grant Program

Motion: Laurie Halverson

Second: William Droste

WHEREAS, the Minnesota Department of Transportation (MnDOT) is applying for financial assistance from the Federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program to advance a Highway 13 Planning Study in the City of Mendota Heights and Dakota County; and

WHEREAS, federal funding of projects reduces the burden on local taxpayers for regional improvements; and

WHEREAS, letters of support from the local agencies have been requested by MnDOT for their application for federal funds from the PROTECT Discretionary Grant Program; and

WHEREAS, the Highway 13 Slope Stability Planning Project in Mendota Heights will investigate slope failures within the corridor and formulate long-term strategies to enhance system resilience; and

WHEREAS, the project seeks to mitigate slope failures and ensure continued access for residents, educational institutions, businesses, cyclists, and pedestrians utilizing the Big Rivers Regional Trail; and

WHEREAS, Dakota County does not have cost participation in the MnDOT planning study.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to submit a letter of support to the Minnesota Department of Transportation for the Highway 13 Slope Stability Planning Project in Mendota Heights for their 2024-2025 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving

Transportation Discretionary Grant Program application.

Ayes: 7

8.5 Resolution No: 25-080

Authorization To Execute Construction Contract With Eureka Construction, Incorporated, For Mississippi River Greenway Rosemount East In City Of Rosemount, Project P00109

Motion: Laurie Halverson

Second: William Droste

WHEREAS, to provide a safe and efficient greenway system, Dakota County is proceeding with County Project (CP) P00109, Mississippi River Greenway Rosemount East; and

WHEREAS, the Mississippi River Greenway (MRG) Rosemount East segment is the last remaining segment of the regional trail to be secured, designed, and constructed in order to connect the national MRG from Hastings to South St. Paul; and

WHEREAS, the MRG Rosemount East project includes the construction of 2.4 miles of trail from its connection with MRG Rosemount West to Spring Lake Park Reserve; and

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

WHEREAS, by Resolution No. 23-596 (December 19, 2023), the County Board authorized a contract with Eureka Construction for construction of CP P00109; and

WHEREAS, the original contract expired on November 30, 2024, and additional construction activities remain to complete the project; and

WHEREAS, the construction contract has increases of \$573,862.94 or 7 percent over the original contract amount; and

WHEREAS, the construction cost increases include additional costs for traffic control, grading and ditch correction, railroad crossing panels, turf establishment and fencing; and

WHEREAS, staff recommends executing a new contract with Eureka Construction to complete remaining construction activities in 2025 and increasing the contract by \$650,000 from the original; and

WHEREAS, the 2025 Park's Capital Improvement Program Budget has sufficient funds to accommodate the construction contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Director to award a new contract with Eureka Construction to complete construction services for County

Project P00109 in an amount not to exceed \$9,059,631.17, subject to approval by the County Attorney's Office as to form.

Ayes: 7

- 8.6** Resolution No: 25-081
Authorization To Award Bid And Execute Contract With S&B Elevator Inc. To Provide General Contractor Services For Judicial Center Elevator Modernizations Project

Motion: Laurie Halverson

Second: William Droste

WHEREAS, the 2025 Facilities Capital Improvement Program Adopted Budget authorized the Countywide Elevator Study and Phase 1 Improvements Project (Project) with a total project budget of \$350,000; and

WHEREAS, the elevator consultant, Elevator Technical Consulting Inc., evaluated 17 County elevators and prioritized improvements; and

WHEREAS, bid documents and specifications were prepared by Elevator Technical Consulting Inc. and advertised on January 2, 2025; and

WHEREAS, five competitive bids were received on January 23, 2025; and

WHEREAS, S&B Elevator Inc. with a business address of 5680 County Road 10 N, Waconia, MN 55387 has submitted a bid of \$235,170 for the base bid; and

WHEREAS, staff and Elevator Technical Consulting Inc. reviewed the qualifications of the bidder and recommend award to S&B Elevator Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$235,170, for modernizing the judges and inmate elevators at the Judicial Center; and

WHEREAS, funding for the Project is within the approved 2025 Facilities Capital Improvement Program budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with S&B Elevator Inc., 5680 County Road 10 N, Waconia, MN 55387, in an amount not to exceed \$235,170, for the Countywide Elevator Study and Phase 1 Improvements Project, substantially as presented and attached, subject to approval by the County Attorney's office as to form.

Ayes: 7

- 8.7** Resolution No: 25-082
Authorization To Award Bid And Execute Contract With Reiling Construction Co., Inc. To Provide General Contractor Services For Law Enforcement Center Release And Intake Renovations Project

Motion: Laurie Halverson

Second: William Droste

WHEREAS, this project was created by Resolution 23-421 (September 26, 2023), authorizing the Law Enforcement Center (LEC) Release and Intake Renovations project; and

WHEREAS, bid documents and specifications were prepared by Wold Architects and Engineers (Wold), and advertised on January 2, 2025; and

WHEREAS, seven competitive bids were received on January 23, 2025; and

WHEREAS, Reiling Construction Co., Inc. with a business address of 867 Pierce Butler Rte, St Paul, MN 55104-1522 has submitted a bid of \$1,103,217 for the base bid, including Alternates One, Two and Three; and

WHEREAS, staff and Wold, reviewed the qualifications of the bidder and recommend award to Reiling Construction Co., Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$1,103,217, for the LEC Release and Intake Renovations project; and

WHEREAS, funding for the project is within the approved Facilities Capital Improvement Program Adopted Budget total of \$1,600,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Reiling Construction Co., Inc., 867 Pierce Butler Rte, St Paul, MN 55104-1522, in an amount not to exceed \$1,103,217, for the Law Enforcement Center Release and Intake Renovations project, substantially as presented and attached, subject to approval by the County Attorney's office as to form.

Ayes: 7

9. Public Safety

9.1 Resolution No: 25-083

Authorization To Execute Joint Powers Agreement With Township Of Ravenna For Ordinance Enforcement

Motion: Laurie Halverson

Second: William Droste

WHEREAS, since 2010 and with approval from the Dakota County Board of Commissioners, the Dakota County Sheriff has enforced selected and pre-approved local ordinances with cities and townships requesting those services after the execution of separate joint powers agreements; and

WHEREAS, the Sheriff's Office had a prior joint powers agreement for ordinance enforcement with Ravenna Township which expired on December 31, 2024 and each party wishes to continue the agreement; and

WHEREAS, in 2025, the County would receive \$80.00 per hour for investigative services and \$60.00 per hour for court preparation/waiting time; and

WHEREAS, the rates will be evaluated and possibly amended on January 1, 2026, to reflect any increase in the County’s cost to provide services pursuant to the agreement with notice of any cost increase provided to the township/city by November 1, 2025; and

WHEREAS, the Sheriff agrees to provide ordinance enforcement services to the township of Ravenna for the period January 1, 2025, through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to execute a joint powers agreement with the Township of Ravenna to enforce selected ordinances for the period January 1, 2025, through December 31, 2026, subject to approval of the County Attorney’s Office as to form.

Ayes: 7

10. Public Services and Revenue

**10.1 Resolution No: 25-084
Approval Of 2025 Work Plans For Library Advisory Committee And Public Art Advisory Committee**

Motion: Laurie Halverson Second: William Droste

WHEREAS, County Policy states that advisory committees are required to consult annually with the County Board to seek concurrence regarding the topics they will study or which they advise the County Board; and

WHEREAS, the Library Advisory Committee and the Public Art Advisory Committee have discussed and drafted potential directions for their efforts in 2025; and

WHEREAS, Staff recommends that the Library Advisory Committee and Public Art Advisory Committee 2025 work plans be approved.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Library Advisory Committee and the Public Art Advisory Committee 2025 work plans.

Ayes: 6

Mike Slavik, Joe Atkins, Laurie Halverson, William Droste, Liz Workman, and Mary Hamann-Roland

Nay: 1

Mary Liz Holberg

REGULAR AGENDA

11. Public Safety

11.1 Resolution No: 25-085
 Authorization To Accept Donation Of \$34,000 From Seiberlich Family Foundation And Amend 2025 Sheriff's Office Budget

Motion: Laurie Halverson Second: Mary Hamann-Roland
 Chief Deputy Dan Bianconi briefed this item and responded to questions.

WHEREAS, on December 18, 2024, the Sheriff's Office received a \$34,000 donation from the Seiberlich Family Foundation; and

WHEREAS, the Sheriff's Office intends to use the donation to support Sheriff's Office wellness initiatives including mental health, physical health, and peer support.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to accept the donation of \$34,000 from the Seiberlich Family Foundation; and

BE IT FURTHER RESOLVED, That the 2025 Sheriff's Office budget be amended as follows:

Revenue	
Seiberlich Family Foundation	<u>\$34,000</u>
Total Revenue	\$34,000
Expense	
Officer Wellness	<u>\$34,000</u>
Total Expense	\$34,000

Ayes: 7

12. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

13. County Manager's Report

County Manager Heidi Welsch provided a brief update on the following:

- Heidi recently visited with embedded social workers, crisis response team and police officers. Heidi will be participating in future ride a-longs. If any Commissioners would like to also attend, they should reach out to Heidi.

14. Information

- 14.1** Information
 See Attachment for future Board meetings and other activities.

15. Adjournment

15.1 Resolution No: 25-086
Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the meeting was adjourned at 9:28 a.m.

Ayes: 7

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-3800

Agenda #: 7.1

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With Short Elliott Hendrickson Inc. And Amend 2025 Transportation Capital Improvement Program Budget For Professional Services For County State Aid Highway 38 In Burnsville, County Project 38-61

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 38-61; and

WHEREAS, CP 38-61 is a preliminary corridor study intended to lay the groundwork for programming future projects within the corridor, including a traffic study, non-motorized crossing assessment, and recommendations report; and

WHEREAS, by Resolution No. 23-585 (December 19, 2023), the County executed a contract with Short Elliot Hendrickson, Inc., for a corridor study and preliminary 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 \$129,500 with Short Elliot Hendrickson, Inc., to complete the work; and

WHEREAS, a budget amendment is necessary to proceed with the consultant services contract amendment for CP 38-61.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract amendment with Short Elliott Hendrickson, Inc., to perform additional engineering consulting services for County Project 38-61 in an amount not to exceed \$129,500, resulting in a total amended contract not to exceed \$279,415, 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 a budget amendment to increase the budget to \$279,415 and transfer \$129,500 from the Transportation fund balance to County Project 38-61; and

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

Expense

County Project 38-61	<u>\$129,500</u>
Total Expense	\$129,500

Revenue

Transportation Fund Balance	<u>\$129,500</u>
Total Revenue	\$129,500



Board of Commissioners

Request for Board Action

Item Number: DC-4150

Agenda #: 7.2

Meeting Date: 2/18/2025

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With AJ Mobility dba Mobili-Fi, LLC., For Northern Service Center Distributed Antenna System Replacement And Amend 2025 Facilities Capital Improvement Program Budget

RESOLUTION

WHEREAS, Dakota County owns and operates the Northern Service Center located at 1 Mendota Road, West St. Paul, MN 55118; and

WHEREAS, for several years, the cellular signal has been declining to the point of now adversely impacting life safety and emergency response in the facility; and

WHEREAS, the emergency notification in the building relies on expected cell coverage, and the Sheriff's Office staff cannot safely perform required building security functions without adequate cell coverage; and

WHEREAS, the Risk Management department manages all emergency drills and broadcasts active shooter and shelter notifications to all employees' mobile devices; and

WHEREAS, due to declining coverage in the building, many of these notifications are not coming through as expected; and

WHEREAS, staff worked with Verizon Wireless to implement local and temporary measures to bridge the period until a broader solution could be designed and implemented; and

WHEREAS, staff worked with Pierson Wireless to design and specify a commercial-grade Distributed Antenna System solution to broadcast all cell carriers' signals throughout the facility; and

WHEREAS the Request for Proposal was publicly advertised on the Dakota County website, with five proposals received by the due date; and

WHEREAS, staff met on January 30, 2025, to discuss the proposals and identify vendor rankings; and

WHEREAS, based on the rankings identified, vendor reference checks, and verification of proposal completeness, staff unanimously recommends AJ Mobility, dba Mobili-Fi, LLC., to complete the project; and

WHEREAS, staff recommends that the County Board of Commissioners authorize the Facilities Management Director to execute a contract with AJ Mobility, dba Mobili-Fi, LLC., for the Northern Service Center Distributed Antenna System Replacement project in an amount not to exceed \$388,394.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with AJ Mobility, dba Mobili-Fi, LLC., for the Northern Service Center Distributed Antenna System Replacement project in an amount not to exceed \$388,394, subject to approval by the County Attorney's Office as to form.

BE IT FURTHER RESOLVED, That the 2025 Facilities Management Capital Improvement Program budget be amended as follows. Funding is ready in the Prior Projects Saving Set-aside:

Expense

Prior Projects Savings Set-aside (1001646)	(\$388,394)
NSC Distributed Antenna System Project (TBD)	<u>\$388,394</u>
Total Expense	\$0

Revenue

Prior Project Savings Set-aside (1001646)	(\$388,394)
NSC Distributed Antenna System Project (TBD)	<u>\$388,394</u>
Total Revenue	\$0



Board of Commissioners

Request for Board Action

Item Number: DC-4175

Agenda #: 7.3

Meeting Date: 2/18/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Bolton & Menk, Inc. For Professional Services For Minnesota River Greenway In Burnsville And Egan, County Project P00127

RESOLUTION

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

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

WHEREAS, the rapidly developing and robust recreational network that has developed in the area has created increased demand for the 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. 18-608 (November 28, 2018), the Dakota County Board of Commissioners authorized staff to execute a contract with Bolton & Menk, Inc. for design services for the Union Pacific pedestrian bridge for a not-to-exceed amount of \$269,850; and

WHEREAS, by Resolution No. 20-291 (June 16, 2020), the contract not-to-exceed amount was amended by \$69,730 to \$339,580 to address constraints to the bridge that are inherent to the project area; and

WHEREAS, by Resolution No. 21-538 (November 16, 2021), the contract not-to-exceed amount was amended by \$292,000 to complete the design of the selected bridge alignment; and

WHEREAS, work was continued to complete the design of the bridge; and

WHEREAS, significant time and resources were required in reviewing and revising the bridge design with the Minnesota Department of Transportation, reviewing design and obtaining required permits from Union Pacific Railroad, and reviewing design and obtaining required permits from multiple state

and local permitting agencies with jurisdiction over the project area; and

WHEREAS, these actions were necessary to secure all agreements and permits required to advance the project to construction; and

WHEREAS, a majority of this work was carried out beyond the end of the contract term of September 22, 2022; and

WHEREAS, staff recommends the execution of a new contract to enable payment for these additional necessary costs to produce a final design and obtain permits to proceed with construction.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with Bolton & Menk, Inc., to complete design services necessary to approve and construct the Union Pacific Railroad Pedestrian Bridge for the Minnesota River Greenway, Fort Snelling Segment (P00127) in an amount not to exceed \$149,158, subject to approval by the County Attorney's Office as to form.



Board of Commissioners

Request for Board Action

Item Number: DC-4209

Agenda #: 8.1

Meeting Date: 2/18/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With TD Synnex, LLC For Additional Enterprise Resource Planning Software Licenses

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to amend the contract with TD Synnex, LLC (formerly known as DLT Solutions, LLC) for additional Enterprise Resource Planning software licenses.

SUMMARY

Dakota County went live with a new Oracle Enterprise Resource Planning, Human Capital Management and Enterprise Performance Management tool in January 2023. The system is referred to as DakotaConnect. The County contracted with Sierra-Cedar, LLC to help implement the new system as well as assist with resolution of several identified issues.

As part of the original December 2020 Board resolution, Dakota County also contracted with TD Synnex, LLC, (formerly known as DLT Solutions, LLC) for Oracle software licenses for the system with an annual amount not to exceed \$511,112 (including 10% contingency), renewing each year for five years. As staff have become more familiar with the system, they have determined that additional licenses beyond the original estimate are needed. Staff have been working on correcting this to growth that is truly necessary for the upcoming year. Staff recommend amending the TD Synnex, LLC contract for a total amount not to exceed \$813,000.

RECOMMENDATION

Staff recommends that the Board authorize the Deputy County Manager to execute a contract amendment with TD Synnex, LLC for a 2025 total contract amount not to exceed \$813,000 for additional Enterprise Resource Planning software licenses.

EXPLANATION OF FISCAL/FTE IMPACTS

\$627,442 of this amount will be paid from the Information Technology budget and \$185,558 will come from the EFIS Administration budget.

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

RESOLUTION

WHEREAS, on June 26, 2020, Dakota County staff issued a Request for Proposal (RFP) for an Enterprise Resource Planning (ERP) Solution with implementation services; and

WHEREAS, by July 24, 2020, 16 proposals were received by the County in response to the RFP; and

WHEREAS, the proposal submitted by Sierra-Cedar, LLC for the Oracle Enterprise Resource Planning, Human Capital Management and Enterprise Performance Management Cloud applications was found to be the best solution to meet or exceed Dakota County's requirements as specified in the RFP and provide the best value to the County; and

WHEREAS, the County entered into a Master Services Agreement and Statement of Work with Sierra-Cedar, LLC to provide the implementation, training and support services required; and

WHEREAS, the County entered into a contract with TD Synnex, LLC (formerly known as DLT Solutions, LLC) for Oracle software licenses for an annual amount not to exceed \$511,112 (including 10% contingency), renewing each year for five years; and

WHEREAS, the County went live with the new system on January 3, 2023; and

WHEREAS, the County has determined a need for additional licenses beyond what was originally estimated; and

WHEREAS, the County contracted with TD Synnex, LLC (formerly known as DLT Solutions, LLC) in February 2024 for a 2024 total contract amount not to exceed \$590,103; and

WHEREAS, the County contracted with TD Synnex, LLC in November 2024 for an additional \$39,100 In licenses; and

WHEREAS, the County has worked with TD Synnex, LLC to provide an estimate for the new licenses in 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract amendment with TD Synnex, LLC for a 2025 total contract amount not to exceed \$813,000 for additional Enterprise Resource Planning software licenses, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-543; 11/12/24

24-104; 2/27/24

20-603; 12/1/20

ATTACHMENTS

Attachment: None.

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Dan Cater

Author: Dan Cater



Board of Commissioners

Request for Board Action

Item Number: DC-4231

Agenda #: 8.2

Meeting Date: 2/18/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Oracle America, Inc. For Oracle Mission Critical Support Services

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with Oracle America, Inc. for Oracle Mission Critical Support Services for DakotaConnect, the Dakota County Enterprise Resource Planning System.

SUMMARY

Dakota County went live with a new Oracle Enterprise Resource Planning, Human Capital Management and Enterprise Performance Management tool in January 2023. The system is referred to as DakotaConnect. The County contracted with Sierra-Cedar, LLC to help implement the new system as well as assist with resolution of several identified issues throughout 2023.

In 2024, Dakota County contracted Oracle America, Inc for Oracle Mission Critical Support Services for a one-year contract totaling \$80,444. Dakota County Information Technology (IT) staff are now recommending a renewal contract with Oracle America, Inc. for Oracle Mission Critical Support Services. The term of this contract will be from February 1, 2025, to January 31, 2026, and the cost is \$89,651. The contract will augment current IT staff and assist with knowledge transfer to County staff. The support contract includes regression testing for each DakotaConnect quarterly update, as well as, resolving any system issues that are encountered to keep the system functional.

RECOMMENDATION

Staff recommends that the Board authorize the Deputy County Manager to execute a contract with Oracle America, Inc. for Oracle Mission Critical Support Services from February 1, 2025, to January 31, 2026, in the amount of \$89,651.

EXPLANATION OF FISCAL/FTE IMPACTS

Annual cost for this contract is \$89,651 and will be funded from the Information Technology consulting budget.

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

RESOLUTION

WHEREAS, on June 26, 2020 Dakota County staff issued a Request for Proposal (RFP) for an

Enterprise Resource Planning (ERP) Solution with implementation services; and

WHEREAS, by July 24, 2020 sixteen proposals were received by the County in response to the RFP; and

WHEREAS, the proposal submitted by Sierra-Cedar, LLC for the Oracle Enterprise Resource Planning, Human Capital Management and Enterprise Performance Management Cloud applications was found to be the best solution to meet or exceed Dakota County's requirements as specified in the RFP and provide the best value to the County; and

WHEREAS, the County entered into a Master Services Agreement and Statement of Work with Sierra-Cedar, LLC to provide the implementation, training and support services required; and

WHEREAS, the County went live with the new system on January 3, 2023; and

WHEREAS, in July 2023 the County identified additional consulting needs not included in the current Agreement and Statement of Work with Sierra-Cedar, LLC and executed an additional contract with Sierra-Cedar, LLC; and

WHEREAS, Dakota County identified a need for additional support services in 2024 to assist with quarterly updates and resolution of system issues; and

WHEREAS, Oracle America, Inc. was identified as being able to provide these services through Oracle Mission Critical Support; and

WHEREAS, Dakota County executed a contract with Oracle America, Inc. for \$80,444 on January 1, 2024; and

WHEREAS, Dakota County has identified a continued need for support in 2025 to assist with quarterly updates and resolution of system issues.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a renewal contact with Oracle America, Inc. for Oracle Mission Critical Support Services from February 1, 2025, to January 31, 2026, for a total contract amount of \$89,651, subject to approval by the County Attorney's office as to form.

PREVIOUS BOARD ACTION

20-603; 12/1/20

23-490; 10/24/23

24-022; 1/2/24

ATTACHMENTS

Attachment: Oracle MCS Quote

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Dan Cater

Author: Jeff Goettl



TRANSACTIONAL PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Transactional Public Sector Agreement for Oracle Cloud Services (this “Agreement”) is between Oracle America, Inc. (“Oracle,” “we,” “us,” or “our”) and the entity that has executed this Agreement as identified in the signature block below (“You” or “Your”). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the “Services”) available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the “Services Period”), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle’s prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the “Acceptable Use Policy”). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and

- b. the applicable version of the Data Processing Agreement for Oracle Services (the “Data Processing Agreement”), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle’s control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the “Services Warranty”). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. This Agreement is valid for the order which this Agreement accompanies.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or

Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or

violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is

separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 2300 Oracle Way, Austin, Texas 78741, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in

any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-18131881

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Dakota County Your Address: 1590 Hwy 55 Hastings MN 55033 United States
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Oracle Representative:	Laura Goodwin	Your Billing Contact:	Dan Cater
Address:	500 Oracle Parkway Redwood Shores, CA 94065	Address:	1590 Hwy 55 Hastings MN 55033 United States
Phone Number:	603-686-4507	Phone Number:	651-438-4282
Email Address:	laura.goodwin@oracle.com	Email Address:	dan.cater@co.dakota.mn.us

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services Ordered	Part Number	Quantity	Term (months)	Start Month [*]	End Month [*]	Fees	Estimated Expenses
Managed Services – Exhibit 1 A. Oracle Mission Critical Support for SaaS, Configurable	B92328	1	12	1	12	\$89,650.14	\$0.00
Total Fees and Estimated Expenses						\$89,650.14	\$0.00

* Month 1 shall correspond to the period beginning on 02-FEB-2025.

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **Transactional Public Sector Cloud Services Agreement (CSA)_v062223_US** and all amendments and addenda thereto (collectively, the "Master Agreement").
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through: 28-FEB-2025.**
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The

services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

9. Additional Third-Party Subprocessors:

In addition to the Third-Party Subprocessors listed on My Oracle Support, the following Third-Party Subprocessors may also process Your personal information pursuant to the Services:

Third-Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee’s arrival on-site.
2. **Price hold** - The services in this order do not renew automatically. If You renew the Services acquired under this order for up to three additional 12 month service Terms (each such renewal being a “Renewal Order”), then the fees for each Renewal Year for the Services will be the price from the previous year plus an uplift of 5%; provided however, that with respect to each Renewal Order:
 - (a) It must be executed with Oracle prior to the end of the initial services term of this order or of the services term of the previous Renewal Order, as applicable;
 - (b) Its total quantity of services ordered and total amount of annual net services fees must be equal to those totals as set forth in the previous order;
 - (c) It is for services that Oracle still makes generally available to its commercial customers on the date that Oracle issues to You such Renewal Order;
 - (d) You renew the Services acquired under the previous order in such Renewal Order; and
 - (e) You must have continuously renewed the services for additional service terms since the end of the initial service term of this order.

Dakota County	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	{to be completed by Oracle}

Your Name: **Dakota County**
 Ordering Document Number: **US-18131881**
 Exhibit Number: **1**

A. Description of Services Ordered. Services ordered by You within the Managed Services section under the Professional Services Ordered table of Your order (“Services”). The service descriptions applicable to the Services Ordered are published in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, and/or incorporated into this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term of Your order.

1. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Service Maximums table of the **Oracle Mission Critical Support for SaaS** Service Description shall be replaced by the following table. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Descriptions.

Oracle Mission Critical Support Service Maximums Table

Service	Quantity/Type
Primary Hours of Operation – Service Governance	Local Business Hours
Primary Hours of Operation – Service Requests (SRs)	8x5
Primary Hours of Operation – Critical Business Monitoring	24x7
Primary Hours of Operation – Severity Level 1 SRs	24x7
Primary Hours of Operation – SaaS Plus Operational Assistance and Assessments	Not Applicable
Service Governance Location	Standard Governance
Service Language	U.S.English
Translation Support	N/A
Initiation Phase	Not Applicable
Onboarded Extensions and Integrations	50
Account & Service Review Frequency	Monthly
Operational Reporting Frequency	Weekly
Annual Cloud Service Units ¹	180
Monthly Functional Help Desk SRs ²	10
Prioritization of SaaS Support Service Requests	Not Included
Quarterly Regression Test Scripts Executions	125

Service Request System	Customer Ticketing
Critical Business Processes	6
SaaS Plus: Identified OCI and/or PaaS Services	Not Applicable
SaaS Plus: Annual Standard Operational Assessments	Not Applicable
SaaS Plus: Monthly Operational Assistance SRs – Configuration ²	Not Applicable
SaaS Plus: Monthly Operational Assistance SRs – Issues, Problem, Data ²	Not Applicable
SaaS Plus: Monthly Operational Assistance SRs – Environment Refresh and Integrations ²	Not Applicable

¹Cloud Service Unit consumption is expected to remain level from month-to-month. For partial contract years the quantity of Annual Cloud Service Units is prorated based on the number of months in the partial contract year.

²Unused quantity of Monthly Functional Help Desk or Operational Assistance SRs that remain at the end of each month will expire at the end of that month. Additional Functional Help Desk or Operational Assistance SRs that exceed the monthly maximum will consume CSUs.

- B. Fees, Expenses, and Payment. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in Your order and as described in this exhibit. This fee is invoiced **Quarterly in Arrears** of the commencement of the Services and does not include expenses, if applicable, or taxes. This payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as they are incurred.
- C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle’s obligation to provide You with the Services under this exhibit terminates on the last day of the Term (“End Date”). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide the Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such services.
- D. Exclusive Remedy for Missed Service Level. If the Service Specifications define a particular service level with an associated service level credit for Your ordered Services under this exhibit, and if Oracle fails to meet such service level with respect to such Services (“Missed Service Level”), then, subject to and in accordance with the terms of the service level within the Service Specifications, Oracle may remit a service level credit to You (“Service Level Credit”). The Service Level Credit will be provided only towards any outstanding balance for such ordered Services owed to Oracle under this exhibit, and the remittance of such Service Level Credit will represent Your exclusive remedy, and Oracle’s sole liability, for any Missed Service Level. For purposes of clarity, the remittance of a Service Level Credit shall not act to limit the parties’ rights or obligations under Your Agreement or order, except with respect to the applicable Missed Service Level.

In order receive such Service Level Credit, You must provide written notice to Oracle no later than five (5) business days after the last day of the particular month of the Missed Service Level for the Services ordered. Your notice must identify the Services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in the Services and Missed Service Level), and must be submitted to outsourcingcredit_ww_grp@oracle.com.

- E. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- F. Managed Cloud Services Delivery Policies. In addition to the policies referenced in the Agreement and Your order for the applicable services, Oracle will comply with the Oracle Managed Cloud Service Delivery Policies, which are published in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/contracts) located at <http://www.oracle.com/contracts>.



Board of Commissioners

Request for Board Action

Item Number: DC-4241

Agenda #: 8.3

Meeting Date: 2/18/2025

DEPARTMENT: Enterprise Finance and Information Services Administration

FILE TYPE: Consent Action

TITLE

Approval Of Revisions To Policy 1015 Advisory Committees And Approval Of Bylaws For The Dakota County Disability Advisory Council

PURPOSE/ACTION REQUESTED

Approve revisions to Policy 1015 Advisory Committees to reflect the addition of the Dakota County Disability Advisory Council and approve the bylaws for the Dakota County Disability Advisory Council.

SUMMARY

Dakota County advisory committees are composed of members from the public to serve a statutory, policy, and/or operational purpose.

In January 2024, the Dakota County Board of Commissioners authorized creation of the Dakota County Disability Advisory Council (24-038). The Disability Advisory Council offers individuals, parents, families, businesses, and community service providers the opportunity to make a difference in how disability access and services are provided in their community.

Policy 1015 Advisory Committees provides guidance for and information about advisory committees in Dakota County. The proposed changes add information about the Disability Advisory Council to the policy.

As outlined in Policy 1015, each advisory committee shall have the responsibility to prepare and adopt bylaws prescribing the rules by which the committee will conduct its business. The attached bylaws have been reviewed by the Disability Advisory Council.

RECOMMENDATION

Staff recommend approval of revisions to Policy 1015 Advisory Committees and approval of the bylaws for the Dakota County Disability Advisory Council.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners authorized creation of the Dakota County Disability Advisory Council; and

WHEREAS, Policy 1015 Advisory Committees provides guidance for and information about advisory committees in Dakota County; and

WHEREAS, the Deputy County Manager recommends revising Policy 1015 to include information about the Disability Advisory Council; and

WHEREAS, as outlined in Policy 1015, each advisory committee shall have the responsibility to prepare and adopt bylaws prescribing the rules by which the committee will conduct its business.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the proposed revisions to Policy 1015 Advisory Committees and authorizes the Deputy County Manager to modify said policy accordingly; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the bylaws for the Dakota County Disability Advisory Council.

PREVIOUS BOARD ACTION

24-038; 1/23/24

24-261; 5/21/24

ATTACHMENTS

Attachment: Policy 1015 Advisory Committees

Attachment: Bylaws for Dakota County Disability Advisory Council

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Jessica Parker Carlson

Author: Jessica Johnson



Policy 1015 Advisory Committees

Version: 3.1
Effective Date: 8/29/2023
Board or Administrative: Board

Policy Statement

Dakota County advisory committees are composed of members from the public to serve a statutory, policy, and/or operational purpose. These committees support County government for a variety of purposes including, but not limited, to:

1. To seek advice from members of the public in the decision-making processes of the County Board.
2. To meet requirements of state law.
3. To ask residents to help define community standards and norms.
4. To provide technical expertise in certain areas.
5. To serve as advocates for the County.
6. To provide an independent sounding board for issues, ideas, and policy matters.
7. To reflect the diverse interests of County clientele and residents.

Some committees have specific staff assigned and designated to support their function. The function and reporting relationships vary from committee to committee.

This policy does not include internal, professional, intergovernmental, or other non-public committees or groups.

Definitions

Advisory Committee: A committee, workgroup, or board made up of members of the public, established for the purpose of advising the County Board or County Staff, and that has regularly scheduled meetings and defined membership.

Per Diem: A lump sum payment established by County Board resolution that is intended to be a substitute for reimbursement of itemized expenses for attending meetings in person.

Expenses:

- *Mileage:* The rate and circumstances applicable to county employees for traveling on official county business with a non-county-owned automobile
- *Parking:* Actual cost
- *Miscellaneous out-of-pocket:* Actual cost for items such as photocopying, long-distance telephone charges, facsimile charges, and similar items, including childcare and seminar/conference expenses
- *Meals:* The same rates applicable to county employees

Seminar/Conference Expenses: Includes seminar and conference fees, mileage, parking cost, and meals (excluding cost for alcoholic beverages) that are an integral part of the seminar/conference

Source

Authority for this policy is through the Dakota County Board of Commissioners:

- Resolution No. 97-602 as adopted on September 23, 1997
- Resolution No. 97-710 as adopted on November 18, 1997
- Resolution No. 98-17 as adopted on January 6, 1998
- Resolution No. 03-644 as adopted on December 23, 2003
- Resolution No. 05-560 as adopted on November 15, 2005
- Resolution No. 06-465 as adopted on November 14, 2006
- Resolution No. 07-19 as adopted on January 9, 2007
- Resolution No. 10-102 as adopted on February 23, 2010
- Resolution No. 10-571 as adopted on November 16, 2010
- Resolution No. 12-006 as adopted on January 10, 2012
- Resolution No. 13-009 as adopted on January 8, 2013
- Resolution No. 14-005 as adopted on January 7, 2014
- Resolution No. 14-598 as adopted on November 25, 2014
- Resolution No. 16-614 as adopted on December 13, 2016
- Resolution No. 17-534 as adopted on October 31, 2017
- Resolution No. 17-608 as adopted on November 28, 2017
- Resolution No. 23-029 as adopted on January 3, 2023
- Resolution No. 23-161 as adopted on April 25, 2023
- Resolution No. 23-277 as adopted on Jun 20, 2023

General

Roles and Relationships

Committees

Advisory committees are comprised of appointed members and may advise or report directly to the County Board or designated County Staff. Periodic committee reports may be scheduled on the appropriate County Board committee or board meeting agendas.

County Board Appointed Committees

County Board appointed advisory committees receive direction from the County Board regarding their work. Communications between the County Board and its committees are routed through the Office of the County Manager, or when a committee has a county staff person(s) assigned to it, the Staff Liaison(s).

Division and Department Appointed Committees

Division and department level appointed advisory committees receive direction from County Staff on their work. Membership is managed by designated department staff. Committee work may be reported to the County Board through appropriate County Board committee meetings or advice may be used internally to support the work of county staff.

Community Members

Individuals who are appointed to committees and serve in accordance with this policy, the committee's by-laws and any applicable statutory requirements.

Youth Members

Youth members are current high school students (including homeschooled students) living in Dakota County that are a Sophomore, Junior, or Senior at the time of their appointment to an advisory committee. Youth members have the same rights and responsibilities as adult members of advisory committees.

Ex-Officio Members

Ex-officio members of any committee are non-voting members.

Office of the County Manager

The Office of the County Manager coordinates all staff activities for County Board appointed Advisory Committees. When applicable, the County Manager is represented at committee meetings by a staff liaison who is assigned by and responsible to the County Manager. The Office of the County Manager maintains committee membership records and coordinates appointment procedures for County Board advisory committees.

Staff Liaison

County Staff may be assigned to advisory committees by the County Manager, except for the Extension Committee and Dakota-Scott Workforce Development Board. Staff liaisons serve as the County Manager's representative to advisory committees. The principal role of the staff liaison(s) is to provide technical support and to facilitate the flow of information between the committee, County staff, the County Manager, and/or the County Board. A division or department-level advisory committee must have a staff liaison to coordinate its activities and provide information to and from division or department leadership. Other general staff responsibilities include:

- Orient and educate new committee members
- Assist in developing meeting agendas
- Prepare and maintain official minutes of meetings and other records
- Distribute committee meeting notices and agendas
- Ensure the committee's work complements County mission and goals
- Coordinate and provide information on County Board agenda items or actions that are of interest to the committee
- Provide information on committee activities to the County Board
- Research and provide background information and analysis on issues under consideration by the committee, including policy recommendations
- Provide administrative assistance such as preparing committee correspondence and reports
- Provide public notice of regular and special meetings as required by policy and law
- Support committee in the maintenance of by-laws in accordance with this policy

While the Staff Liaison is assigned to assist the committee in many ways, the committee's authority is limited and does not include directing staff for such tasks as project work, reports, or budgetary decisions; however, tasks may be undertaken on a mutually agreed basis provided the tasks are within the mission of the committee and are supporting a County Board direction or policy. If consensus cannot be achieved on the need for a particular project or task the committee desires, this is then communicated to the responsible director or County Manager, who may direct the staff to undertake the task.

Committee Chair

The designation of a committee chair varies by committee. In some cases, the County Board appoints the committee chair; in others, the committee elects its chair.

Pursuant to Board policy, the following committee chair is appointed by the County Board: Special Board of Appeal and Equalization.

Pursuant to internal by-laws, the following committee chairs are selected by their respective bodies: Library Advisory Committee, Planning Commission, Personnel Board of Appeals, Zoning

Board of Adjustment, Dakota-Scott Workforce Development Board, [Disability Advisory Council](#), Extension Committee, and Public Art Advisory Committee.

Committee chair responsibilities include:

- Lead meetings in an orderly fashion
- Plan meeting agendas in cooperation with the staff liaison
- Encourage participation by all members at meetings
- Serve as a primary contact to the County Board and staff liaison

By-Laws

Each advisory committee shall have the responsibility to prepare and adopt by-laws prescribing the rules by which the committee will conduct its business. All by-laws shall be consistent with Policy 1015 and any applicable laws and regulations. All by-laws shall include an article prohibiting a member from participating in committee business where the member has a conflict of interest.

The by-laws of all advisory committees must be reviewed by the County Attorney's Office.

County Board Statement of Expectations

The Dakota County Board of Commissioners believes an advisory committee will work most productively when its members are committed and knowledgeable and work together as a team.

The County Board expects its advisory committee appointees to:

- Attend new member orientation
- Make a serious commitment to regularly attend and actively participate in the committee's work, including substantive participation in committee meetings and discussions
- Notify the staff liaison, in advance, if unable to attend a meeting
- Understand the roles and relationships of the committee, Staff Liaison, County staff, and County Board
- Become familiar with the County's and committee's role and mission
- Volunteer for and willingly accept assignments and complete them thoroughly and on time
- Stay informed about committee matters, prepare themselves well for meetings, and review and comment on minutes and reports
- Get to know other committee members and build a working relationship that contributes to consensus
- Conduct themselves in a professional manner
- Show respect for and tolerance of differing views and opinions

- Reflect the perspectives of the County's diverse constituency in committee discussions and decision-making processes, where appropriate
- Comply with the County's policy prohibiting sexual and general harassment. This policy prohibits unwelcome verbal, nonverbal, visual, or physical conduct relating to an individual's race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, status with regard to public assistance, or status as disabled which interferes with an individual's employment or volunteer service or which creates an intimidating, hostile, or offensive environment.
- Refrain from accepting gifts from individuals or organizations that do business with Dakota County in accordance with gift ban laws

Committee Identification and Establishment

County Board Appointed Advisory Committees

The following advisory committees have been established by the county board as of the date of this policy, with the membership appointed by the county board unless otherwise noted:

- ***Dakota-Scott Workforce Development Board***, established by the county board, consisting of 27 Dakota County and Scott County members serving staggered two-year terms; 15 members represent private business and the following represent the public sector:
 - Two representing organized labor
 - Three representing educational agencies, including at least one representative from a local adult basic education program approved under section 124D.52
 - Two or more representing community-based organizations
 - One or more representing economic development agencies
 - One representing public vocational rehabilitation agencies
 - One representing public employment service agencies
 - One representing public assistance agencies
- *Disability Advisory Council*, established by the county board, consisting of 25 members, serving staggered two-year terms; membership includes:
 - *Eight self-advocate members with lived experience,*
 - *Five members who are family members or guardians,*
 - *Four members from the business community,*
 - *Three members from the educational community,*
 - *One member representing housing.*
- ***Extension Committee***, established by the county board, consisting of nine members. There are seven adult members, one from each commissioner district, serving staggered two-year terms, with a limit of three consecutive terms. There are also two at-large

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youth members, serving one-year terms with an option for a one-year extension. Youth members are limited to two one-year terms.

- **Library Advisory Committee**, established by the county board, consisting of nine members. There are seven adult members, one from each commissioner district, serving staggered two-year terms, with a limit of three consecutive terms. There are also two at-large youth members, serving one-year terms with an option for a one-year extension. Youth members are limited to two one-year terms.
- **Opioid Response Advisory Committee**, established by the county board, consisting of 17 members. Membership breakdown:
 - Seven lived experience representatives, one from each district appointed by their commissioner
 - Four local government representatives,
 - One from a Police Department of a city with less than 30,000 in population (nominated by the Police Chiefs of Dakota County)
 - Two city staff- one from a city with less than 30,000 population and one from a city over 30,000 in population (Nominated by Dakota County City Managers)
 - One from any fire department (nominated by the Fire Chiefs of Dakota County)
 - Three healthcare partner representatives
 - Three community partner representatives
- **Personnel Board of Appeals**, established by the county board, consisting of four at-large members serving staggered three-year terms, with a limit of two consecutive terms.
- **Planning Commission**, established by County ordinance, consisting of 14 members, two from each commissioner district, serving one-year terms.
- **Public Art Advisory Committee**, established by the county board, consisting of 11 members. There are nine adult members, one from each commissioner district and two at-large, serving staggered two-year terms, with a limit of three consecutive terms. There are also two at-large youth members, serving one-year terms with an option for a one-year extension. Youth members are limited to two one-year terms.
- **Special Board of Appeal and Equalization**, established by the county board, consisting of seven members, one from each commissioner district, serving staggered two-year terms; at least one member is an appraiser, realtor, or other person familiar with property valuation; treasurer/auditor is a non-voting member.
- **Zoning Board of Adjustment**, established by county ordinance, consisting of 3 at-large members and 1 alternate, including at least 1 member from the Planning Commission, serving two-year terms.

Open Appointments

The notice of recruitment is released annually by the Office of the County Manager. The Office of the County Manager may also release additional notices of recruitment addressing mid-term vacancies as needed or directed by the County Board.

The Office of the County Manager notifies incumbents prior to the expiration of their terms. Appointees interested in reappointment do not need to complete a new application but should notify their county commissioner of their interest. Applications for open appointments should be submitted to the Office of the County Manager. Applications received in response to the notice of recruitment are forwarded to the respective county commissioner or to the Board of Commissioners, as applicable, prior to County Board action. Whenever possible, the County Board makes appointments from among applicants who have submitted applications to the most recent notice of recruitment or incumbents who have expressed interest in reappointment, or those recommended as determined by committee.

In making appointments to advisory committees, the County Board does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

The Office of the County Manager notifies applicants and appointees of the County Board's appointments. In accordance with this policy members of the County Board appointed Advisory Committees may be eligible for reappointment for another term as determined by the County Board.

If a district-specific position remains vacant for 60 days, the Board may make the appointment on an at-large basis.

Notification

A copy of this policy is made available to all advisory committee appointees.

County Division and Department Appointed Advisory Committees

The County Board acknowledges there may be need for additional advisory committees which can be managed County Staff at the division or department level to advise on programs, services, or other initiatives. Any request for the creation of a division or department level advisory committee must be made to the County Board for approval. The request to establish an advisory committee should include the committee's intended purpose or requirement, rules for the appointment, the planned frequency of meetings, number of members, and planned duration as well as any other pertinent information. A list of authorized committees will be maintained by the Office of the County Manager.

The Sheriff's Office and County Attorney's Office are exempted from the requirement that Advisory Committees be County Board approved.

Reimbursement

County Board Appointed Advisory Committees

Where necessary to eliminate barriers to volunteer service, Dakota County reimburses members' expenses incurred in connection with official volunteer duties when a committee has the authorization of the County Board for reimbursement.

County Board appointees to the following committees, who are not representing a governmental unit, may receive \$50 per diem in lieu of itemized expenses for in person attendance at regular and special meetings of the committee:

- Dakota-Scott Workforce Development Board
- [Disability Advisory Council](#)
- Extension Committee
- Library Advisory Committee
- Opioid Response Advisory Committee
- Planning Commission
- Public Art Advisory Committee
- Zoning Board of Adjustment

For those committees listed above, at the start of each appointee's term, the committee staff liaison distributes to the appointee a Statement of Representation. Each appointee signs a Statement of Representation confirming or waiving individual eligibility for per diem compensation. These forms will be used to determine per diem eligibility. The committee staff liaison retains these forms for the length of the appointee's term.

Advisory committee members who serve informally as liaisons from one advisory committee to another are not eligible to receive per diem for attendance at regular or special meetings of any committee to which they were not appointed by the County Board.

County Board appointees to the Personnel Board of Appeals receive \$50 per diem plus expense reimbursement for attendance at meetings of the Personnel Board of Appeals.

County Board appointees to the Special Board of Appeal and Equalization receive \$175 per day or \$87.50 per half-day plus mileage reimbursement for attendance at meetings of the Special Board of Appeal and Equalization.

Applicants who wish to decline or who are not eligible for a per diem must make note at the time of application.

Committee members entitled to expenses and/or per diem must make an application to the Staff Liaison and shall be included on the Monthly Expense Report. Receipts are required for all claims except for mileage, parking meter expense, and meals.

County Division and Department Appointed Advisory Committees

Division and department appointed advisory committee members do not receive per diem without specific County Board approval. The County Board may approve per diems for committees on an individual basis. A division or department may seek authorization to provide a per diem for an advisory committee. A division or department advisory committee member is not entitled to a per diem if they are appointed to the committee as a representative of another entity or employer and are receiving compensation from that entity or employer for their representation on the advisory committee.

If the Division or Department Director determines that expense reimbursement is necessary in order to eliminate barriers to participation, to achieve compliance with contractual or statutory requirements, or to compensate members for expenses incurred at the request of the Department, the Department Head may authorize reimbursement of expenses from the department budget through the use of the Monthly Expense Report. Department-appointed volunteers do not receive expense reimbursement in connection with overnight out-of-state travel except where such travel has been approved in advance by the County Board.

Eligibility for Advisory Committees

Eligible persons for advisory committees must claim their primary residence in Dakota County. Alternatively, if the committee is focused on employment or services delivery individual committee by-laws may authorize membership of those who work or provide services within, for, or in conjunction with Dakota County residents.

No paid employee of Dakota County is eligible to be appointed as a member of any advisory committee unless otherwise specified by law. Persons currently under contract with or employed by a contractor of Dakota County, at the discretion of the County Board, may be excluded from appointment.

County Board Appointed Advisory Committees

Terms

For the purpose of calculating the number of terms served by an appointee:

1. If an individual is appointed between January and June their first term will be considered to have begun on January 1 of that calendar year.
2. If an individual is appointed between July and December of their first term will be considered to have begun on January 1 of the following calendar year.

Resignations

Written or verbal resignations from County Board Advisory Committee members are forwarded to the County Manager. When a letter of resignation is received from a County Board Advisory Committee member, acceptance of the resignation is placed on the County Board consent

agenda. When the resignation is accepted, the County Board authorizes the process of filling the vacancy. Mid-term resignations are filled in accordance with this Policy.

Attendance Reports

Semi-annual attendance reports are submitted by the appropriate departments to County Administration for each committee where members receive per diems. The County Manager transmits the attendance reports to the County Board.

Removal of Members

The County Manager or Staff Liaison notifies an appointee if he/she is removed from a advisory committee. A copy of this notification is also sent to the respective commissioner and committee staff liaison. The position is then vacant and to be filled in accordance with the Open Appointments Policy. A member who has been automatically removed from a advisory committee may apply for reappointment.

Automatic Removal

A. Automatic removal of an appointee to the following advisory committees occurs when an appointee is absent for three consecutive Regular or Special meetings, or 50% of the meetings, during any consecutive 12-month period:

[Disability Advisory Committee](#)

Extension Committee

Planning Commission

Public Art Advisory Committee

B. Automatic removal of appointees to the following advisory committees occurs when an appointee fails to maintain a principal residence within the county commissioner district from which he/she was appointed:

Extension Committee (all members)

Planning Commission (all members)

Public Art Advisory Committee (all district-specific members)

Special Board of Appeal and Equalization (all members)

C. Automatic removal of appointees to the following advisory committee occurs when an appointee fails to maintain a principal residence within the county:

Personnel Board of Appeals

Removal for Cause

A. The County Board, by resolution, may remove its appointee to one of the following advisory committees where the appointee has engaged in conduct detrimental to the accomplishment of the advisory committee's mission or engages in conduct which is contrary to the County Board statement of expectations:

[Disability Advisory Council](#)

Extension Committee

Personnel Board of Appeals

Opioid Response Advisory Committee
Planning Commission
Public Art Advisory Committee
Special Board of Appeal and Equalization
Library Advisory Committee

B. The County Board, by resolution, may remove its appointee to one of the following advisory committees where the appointee has engaged in conduct that meets the statutory or ordinance basis for removal:
Zoning Board of Adjustment

Division and Department Appointed Advisory Committees

Management of eligible members, appointment and removal of members shall be at the discretion of County Staff managing a advisory committee in accordance with the by-laws.

Public Meeting Requirements

The following advisory committees, and any of their subcommittees, are subject to all requirements of the Minnesota Open Meeting Law, Minn. Stat. Ch. 13D:

Dakota-Scott Workforce Development Board
Library Advisory Committee
Planning Commission
Special Board of Appeal and Equalization
Zoning Board of Adjustment

The committee staff liaison ensures compliance with the Open Meeting Law for the committees, and any of their subcommittees, listed above.

Meetings of the following advisory committees, and any of their subcommittees, although not subject to the Minnesota Open Meeting Law, will be open to the public at a physical location and may, if allow by its by-laws, permit attendance by members and the public by electronic means so long as all discussion by the members can be seen and heard by all members of the committee and the public:

[Disability Advisory Council](#)
Extension Committee
Opioid Response Advisory Committee
Public Art Advisory Committee

The committee staff liaison provides reasonable public notice for meetings of the committees listed above.

Annual Work Plans

Committees consult, through staff liaison or committee chair, at least annually with the County Board Committees of the Whole to seek direction regarding the topics on which they will advise the County Board (annual work plan), including the schedule and method of communication with the Board.

The Personnel Board of Appeals, Special Board of Appeal and Equalization, and Zoning Board of Adjustment are exempt from this requirement.

Procedures

A list of Committees approved under this policy and procedures will be maintained by the Office of the County Manager.

History

Version	Revision Date
1.0	09/23/1997
1.1	11/18/1997
1.2	01/06/1998
1.3	12/23/2003
1.4	11/15/2005
1.5	11/14/2006
1.6	01/09/2007
1.7	02/23/2010
1.8	11/16/2010
1.9	01/10/2012
2.0	01/08/2013
2.1	11/25/2014
2.2	12/13/2016

Version	Revision Date
2.3	10/31/2017
2.4	11/28/2017
3.0	4/25/2023
3.1	8/29/2023

Related Policies

Contact

Jennifer Reynolds
Sr. Administrative Coordinator to the Board
Jennifer.Reynolds@co.dakota.mn.us

Approval

Resolution No. 23-391; August 29, 2023

Bylaws

Dakota County Disability Advisory Council

WHEREAS, in August 2023, the Dakota County Board established a Disability Advisory Council; and

WHEREAS, the Dakota County Board appoints members to the Disability Advisory Council; and

WHEREAS, the Dakota County Board requires the Council to return to the County Board with recommended amendments to the Bylaws.

NOW THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the updated Bylaws of the Disability Advisory Council.

Article I

AUTHORIZATION AND NAME

The County Board of Commissioners established a Disability Advisory Council in 2024, hereinafter referred to as the "Advisory Council". The Advisory Council shall have such powers and duties as are delegated to it by the Dakota County Board of Commissioners.

Article II

PURPOSE

The purpose of the Advisory Council is to serve as an agent of change by:

- Providing technical expertise on issues that affect people with disabilities and disabled people.¹
- Acting as an independent sounding board for issues, ideas, and policy matters impacting disabled individuals.
- Seeking advice from members and the public in the county decision-making processes.
- Reflect the diverse interests of county clientele and residents.
- Meet requirements of state law.
- Providing annual recommendations to the County Board of Commissioners.

¹ Throughout this document, the terms "people with disabilities" and "disabled people" are used interchangeably. This approach is intended to acknowledge and respect the diverse perspectives within the disability community, recognizing that some individuals prefer person-first language while others embrace identity-first language.

Article III

RELATIONSHIP TO THE COUNTY BOARD

The Advisory Council shall apply the policies and procedures adopted by the Dakota County Board of Commissioners through its recommendations and responses to the County Board.

Article IV

MEMBERSHIP

Members of the Advisory Council shall be appointed by the Dakota County Board of Commissioners using the Open Appointment Process. Members may serve on the Advisory Council only as long as they meet, with respect to residence and attendance, County Board Policy 1015.

Qualifications: Members will be chosen from people with disabilities, people with a broad knowledge of disability issues, services, and compliance, or people who work in the field of disability services, education, or business.

Number of Members and Appointment: The Advisory Council will be made up of 25 members, including people representing the following categories:

- 8 members with disabilities and self-advocates
- 5 family members or guardians
- 4 representatives from organizations supporting people with disabilities
- 4 local business representatives
- 3 education representatives
- 1 housing representative

Terms of Office: The Advisory Council members shall be appointed for two-year terms.

Maximum Number of Terms: Advisory Council members shall serve no more than three consecutive terms.

Removal:

1. For Cause. Any member of the Advisory Council may be removed from office for conduct detrimental to the accomplishment of the Advisory Council's purpose or if the member engages in conduct contrary to the County Board Statement of Expectations as expressed in County Board Policy 1015. Removal shall be effective upon a majority vote of the Dakota County Board of Commissioners.
2. For repeated absences. Automatic removal of an Advisory Council member occurs when the member is absent for 3 consecutive meetings, or 50% of the meetings, during any consecutive 12-month period.

3. For a change of residency or employment eligibility. All members must either live in Dakota County or work or provide services within, for, or in conjunction with Dakota County residents. Automatic removal of an Advisory Council member occurs when the member fails to maintain a principal residence within Dakota County, is no longer working within, or provides services for Dakota County residents.

Resignation: An Advisory Council member may resign prior to the expiration of their term, but such resignation must be provided in writing to the Advisory Council Staff Liaison and/or chair(s). The resignation will be forwarded to the County Board of Commissioners for acceptance.

Article V

COMPENSATION

Members will receive per diem based on County Policy 1015 for attendance at regular and special meetings of this Council.

Article VI

OFFICERS AND STAFF COORDINATORS

Officer Positions and Election of Officers: At the annual organizational meeting (the first meeting of the calendar year), the Advisory Council shall elect a Chair and a Vice-Chair from among its members. The election of officers shall require a majority vote of all members.

Term of Office: The term of office for all officers will be one year or until successors are elected. Officers may not serve more than two consecutive terms. The terms will begin immediately following the election to office.

Duties of the Chair: The chair's duties are to preside at all meetings, maintain order, and direct the preparation of the initial agenda for all Advisory Council meetings in consultation with the Advisory Council Staff Liaison.

Duties of the Vice-Chair: In the absence of the Chair, the Vice-Chair shall act as Chair and have all the Chair's powers. In the event of the Chair's permanent absence due to resignation or other causes, the Vice-Chair shall perform the Chair's duties until such time as the Advisory Council can elect a new Chair.

Chair Pro-Tem: In the absence of the Chair and Vice-Chair, the remaining Advisory Council members in attendance shall elect from among themselves a chair pro-tem who shall perform the duties of the Chair for that meeting.

Article VII

MEETINGS

- Meetings of the Advisory Council are not subject to the Open Meeting Law but will be open to the public at a physical location.
- Members may attend by electronic means so long as all discussions by the members can be seen and heard by all Advisory Council members.
- The Advisory Council may provide means for the public to attend electronically when feasible.
- The Advisory Council will meet monthly unless otherwise directed by the Board of Commissioners.
- A quorum shall consist of 12 members.
- A quorum shall be necessary for any formal action.
- Votes shall be taken and recorded on all formal actions.
- Only appointed members of the Council have a vote on formal actions.
- Members are able to utilize a support staff person or family member during meetings as needed.
- Regular meetings of the Board will be conducted in the following order:
 - Call the meeting to order
 - Introductions
 - Approve agenda
 - Presentations
 - Council Business
 - County Updates
 - Council Member Information updates and announcements
 - Adjourn
- Special meetings may be called at the request of the Chair, the Staff Liaison or by any three members of the Advisory Council.
- For special meetings, email notice shall be provided to all Advisory Committee members at least three days prior to the special meeting. The email notice shall include an agenda specifying the subject(s) of the special meeting. The business conducted at a special meeting will be limited to only those items specified in the agenda.
- Robert's Rules of Order will govern all Advisory Council meetings to the extent not in conflict with these Bylaws or Policy 1015.

Article VIII

CONFLICT OF INTEREST

Any Advisory Council member who, in the discharge of their official duties, believes that they would be required to take an action or make a decision that would substantially

affect their personal financial interests or those of a business with which they are associated in the outcome of a matter which comes before the Council shall abstain from participation in the deliberative and decision-making process and voting with respect to the matter giving rise to the conflict.

Advisory Council members shall not accept gifts from individuals or organizations that do business with Dakota County in accordance with State gift ban laws and shall not accept payment, gifts, rewards, gratuities, or similar compensation from any individual or organization for activities participated in as a result of membership in the Advisory Council.

Article IX

OFFICIAL MINUTES

Dakota County staff shall be responsible for the preparation and maintenance of the minutes of the meetings.

The minutes must be approved by the Advisory Council before they are considered final. Then, they will be posted on the Dakota County website.

Article X

AMENDMENT

Any amendments to these Bylaws must be approved by the Dakota County Board of Commissioners.

Article XI

TERMINATION

The Advisory Council shall cease to exist upon County Board action.

Article XII

EFFECTIVE DATE

These Bylaws shall take effect immediately upon adoption by the County Board.



Board of Commissioners

Request for Board Action

Item Number: DC-4248

Agenda #: 8.4

Meeting Date: 2/18/2025

DEPARTMENT: Finance

FILE TYPE: Consent Information

TITLE

Report On Invoices Paid In January 2025

PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during January 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 January 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 January 31, 2025, total \$55,503,353.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$3,595,806	Retirement accounts, PERA, health & dental
Payments to other governments	\$35,757,228	Pass through payments - taxes, fees
Materials & supplies	\$183,858	Highway, Parks, Buildings material/supplies
Overall support of departments	\$3,056,255	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$3,389,484	Major client services contract
All other expenses	\$5,347,460	BIP, CEP, and misc.
Capital projects	\$4,173,262	Highway & building construction
	\$55,503,353	

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

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

CONTACT

Department Head: Paul Sikorski

Author: Jan Larson



Board of Commissioners

Request for Board Action

Item Number: DC-4255

Agenda #: 9.1

Meeting Date: 2/18/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Acceptance Of Resignation From Member Of Opioid Response Advisory 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 Opioid Response Advisory Committee:

- Q Mursal (Community Partner), 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 from Q Mursal, Community Partner on the Opioid Advisory Committee and authorizes staff to begin the process to fill the vacancy.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

A Great Place to Live

A Healthy Environment

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-4270

Agenda #: 9.2

Meeting Date: 2/18/2025

DEPARTMENT: Human Resources

FILE TYPE: Consent Action

TITLE

Approval Of Revisions To Policy 3200 - Pay Practices

PURPOSE/ACTION REQUESTED

Approve revisions to Policy 3200 - Pay Practices.

SUMMARY

The recommended revisions include:

- Updated shift differential pay
- Updated multilingual pay
- Retitled and revised lactation accommodations
- Other non-substantial language changes

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

The estimated cost is included in the 2025 Human Resources budget.

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

RESOLUTION

WHEREAS, the Human Resources department periodically reviews and recommends revisions to policies to maintain and enhance the effective and responsive provision of Human Resource services in the County; and

WHEREAS, the following revisions are recommended:

- Updated shift differential pay
- Updated multilingual pay
- Retitled and revised lactation accommodations
- Other non-substantial language changes

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the proposed revisions to Policy 3200 - Pay Practices and authorizes the Human Resources Director to modify said policy accordingly.

PREVIOUS BOARD ACTION

22-541; 12/13/22

ATTACHMENTS

Attachment: Policy 3200 - Pay Practices

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Policy 3200 Pay Practices

Version: 56.0

Effective Date:

Board or Administrative: Board

Policy Statement

It is the policy of Dakota County to provide fair and consistent pay practices for all employees while maintaining effective services and public accountability.

Definitions

- “The County” refers to the officers, employees, agencies, and facilities of Dakota County, a political subdivision of the state.
- “The County Board” refers to the Dakota County Board of Commissioners.
- “Exempt employees” refers to those employees whose job assignments meet the federal and state requirements for overtime exemption.
- “Nonexempt employees” refers to those employees who are paid on an hourly basis and are eligible for overtime compensation.
- “Workweek” refers to the County’s standard workweek, which begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.
- “Pay period” refers to two consecutive workweeks.

Source

Minn. Stat. §§ 177.21, *et seq.*; 181.172; 383D.05, *et seq.*; 471.426; 29 U.S.C. §§ 201, *et seq.*

General

Dakota County is accountable to the public for the proper use of taxpayer funds including the hours worked by its employees and the services provided to the public by County employees. This Pay Practices Policy supports the rule of public accountability while providing fair and consistent pay standards for all County employees.

Employee work schedules are structured to provide for the efficient, effective, and responsive provision of County government services.

Work Hours

Exempt Employees

Exempt employees are required to work their regularly assigned workday schedule during a pay period, unless otherwise approved by their supervisor, and to work whatever additional hours are necessary to fulfill their job responsibilities. If an exempt employee works at least one hour but less than eight hours on any workday during a pay period, with supervisory approval the exempt employee may work more than eight hours on another workday of the same pay period without using Flex Leave hours, provided at least eighty workday hours are worked during the pay period. Authorized make-up work shall only be performed on a workday. All other workday absences during a pay period shall be recorded as Flex Leave (or sick Leave for those employees still carrying such balance) or unpaid leave if no paid leave is available. Abuse of this schedule adjustment privilege is strictly prohibited and may result in discipline, up to and including termination of employment.~~discharge~~.

Nonexempt employees

Full-time, nonexempt employees work the equivalent of an 8-hour day, or 40-hour workweek, except for authorized absences. Normal working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, or an equivalent number of hours through a work schedule arranged by the responsible authority. Flexible employee work schedules will not compromise effective government services.

Each nonexempt employee is assigned a work schedule by their ~~his or her~~ supervisor and is expected to begin and end work according to that schedule.

Nonexempt employees are expected to work their regularly assigned work hours. The normal workday for full-time nonexempt employees generally consists of eight (8) hours of work with a 30-minute unpaid meal break and two paid 15-minute rest breaks. To accommodate business needs, it may be necessary to change individual work schedules on either a short- or long-term basis. Absent supervisory approval, absences may not be made up with schedule adjustment during the current workweek and must instead be recorded as Flex Leave. Nonexempt employees may not adjust their work schedules or work additional hours for the purpose of reducing recorded Flex Leave hours or avoiding the use of Flex Leave hours.

Meal and Rest Breaks

The County provides all nonexempt employees with one uninterrupted, unpaid meal break of at least 30 consecutive minutes each workday that an employee is scheduled to work eight (8) or more consecutive hours. The County expects nonexempt employees to take all their meal breaks and complies with Minnesota law in this regard.

Meal breaks should generally be taken around the midpoint of the workday and should be scheduled with supervisory input to accommodate business requirements. Nonexempt employees are expected to take at least 30 consecutive minutes for their meal breaks and perform no work during their meal breaks.

There may be times when a nonexempt employee's meal break is interrupted due to the demands of work. If a nonexempt employee's meal break is interrupted, such that the employee is unable to take a meal break of at least 30 consecutive minutes, the meal break should be treated as a paid break and recorded as time worked in the County's electronic time reporting system. Generally, failure to take a meal break does not shorten the workday. Absent prior supervisory approval, a nonexempt employee may not voluntarily work through a meal break to shorten the scheduled workday.

The County also provides nonexempt employees paid rest breaks in accordance with Minnesota law. Nonexempt employees receive a paid 15-minute rest break within each four consecutive hours of work. For example, a nonexempt employee who is scheduled to work eight (8) or more consecutive hours will receive a paid 15-minute break within the first four (4) hours of the employee's workday, a 30-minute unpaid meal break around the midpoint of the workday, and an additional paid 15-minute break within the last four (4) hours of the workday. Nonexempt employees are prohibited from performing any work during their paid rest breaks. Additional rest breaks beyond those provided for herein, ~~such as smoking breaks,~~ will be treated as unpaid and are prohibited absent prior supervisory approval.

Absent prior Department/Division Director approval, meal and rest breaks may not be combined to create a larger break. Nor may meal and/or rest breaks be scheduled to occur at the end of the workday or otherwise have the effect of shortening the scheduled workday.

Exempt employees are also entitled to take lunch and rest breaks during a workday provided that all regularly scheduled work hours during the workday are worked or otherwise accounted for in accordance with this policy (see Work Hours for exempt employees above).

Overtime

Exempt employees

Exempt employees receive a guaranteed salary as payment for all hours worked during the workweek and are not entitled to additional overtime pay or compensatory time off.

Nonexempt employees

Nonexempt employees are overtime eligible. Supervisors will assign overtime to, or approve overtime for, nonexempt employees, and may require nonexempt employees to work overtime. As much advance notice as practicable will be provided when overtime is required so that nonexempt employees can plan their personal responsibilities accordingly.

Nonexempt employees are generally not permitted to work overtime without prior supervisory approval. However, certain situations (e.g., providing customer service, attending meetings that extend beyond the end of the normal workday, etc.) may necessitate working overtime without first obtaining supervisory approval. In the event a nonexempt employee works overtime without prior supervisory approval, the employee must record the overtime hours on their ~~his or her~~ timecard and notify their ~~his or her~~ supervisor of the overtime work as soon as practicable.

Nonexempt employees who are not covered under a collective bargaining agreement will receive compensatory time off at a rate of 1.5 hours for each hour worked in excess of 40 in a workweek.

Nonexempt employees may not accrue more than 80 hours of compensatory time off. Those who have accrued 80 hours of compensatory time off will receive overtime pay in lieu of additional compensatory time off. Compensatory time off may be taken within a reasonable period after it is requested so long as it does not unduly disrupt the County's operations. All paid hours (time actually worked, Flex Leave hours taken, holiday pay) except compensatory time taken contribute toward hours worked for the calculation of 40 hours in a workweek.

Shift Differential Pay

Nonexempt employees who are assigned to work nontraditional schedules will receive ~~\$1.20~~ 1.30 per hour shift differential pay. A nontraditional schedule is one in which an employee is regularly scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. The shift differential is only paid for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. and is not paid for periods when no work is performed due to Flex Leave, holidays, illness, or other absences (whether approved or unapproved). Employees who are unsure whether their position is eligible for shift differential pay should ask their supervisor.

On-Call Pay

Nonexempt employees will receive \$2.00 per hour for all hours they are scheduled to be on-call, in addition to pay at their respective normal hourly rate for all hours actually worked while on-call. An on-call employee will be considered to be working from the time a call is received until the work is completed; this time is considered work time and must be recorded as time worked in the County's electronic time reporting system. Only hours actually worked while on-call will be counted in determining whether an employee is eligible for overtime pay.

Multilingual Pay

Employees who are assigned by management to provide interpretation and/or translation services will receive multilingual pay in the amount of six dollars (~~\$6.00~~ 7.00) for each day that such services are provided. The County may require staff to obtain certification prior to providing interpretation and/or translation services.

Nursing Mothers and Lactating Employees Lactation Accommodation

The County will provide ~~a reasonable amount of paid break time to~~ accommodation for an employee lactating employee needing a time and place to pump at work. An employee may choose when to express milk and may use break times already by provided by the County even if those break times are traditionally unpaid. ~~desiring to express breast milk for the employee's infant child during the twelve months following the birth of the child.~~ The lactation break time, if possible, should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided, it should be scheduled in a manner that does not unduly disrupt business operations.

The County will make a reasonable effort to provide employees clean, private, and secure rooms or other locations, other than a bathroom or toilet stall, that is shielded from view and free of intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. The County will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should discuss the need for a lactation area and where to store expressed milk with their supervisor and may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

Timekeeping

All employees are required to record their working hours in the County's electronic time reporting system. The system entries for a pay period must accurately reflect the hours actually worked each workday and leave hours used to satisfy the 80 hours per pay period requirement, or a lesser number of hours if the employee is not full time.

Unless otherwise required by their Division Director or Elected Department Head, exempt employees shall list in the electronic time reporting system eight hours for each day worked during a pay period without recording the actual number of hours worked on each day. However, exempt employees who have not worked a total of eighty hours (less holiday hours) in a pay period must accurately record in the electronic time reporting system the hours of flex leave (or sick leave or vacation leave for those employees still carrying such balances) or unpaid leave hours utilized during that pay period.

The County strictly prohibits nonexempt employees from performing any work off-the-clock (i.e., work that is not recorded on a timecard). No supervisor or manager has the authority to ask nonexempt employees not to report, or to delay reporting, hours worked. Performing work off-the-clock, failing to accurately record actual working time, and/or failing to take required meal and rest breaks may result in discipline, up to and including termination.

Nonexempt employees must accurately record any work performed before their scheduled starting time and/or after their scheduled quitting time on their timecards.

The following points should be considering when filling out timecards:

- Timecards will be reviewed and approved by the appropriate supervisor. Any paid time off must be accurately recorded on timecards.
- By electronically signing your timecard, you are certifying that it is authentic and accurate.

Holiday Pay

Annual holidays observed

The County observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday immediately after Thanksgiving Day
- Christmas Day

In addition to the above listed paid holidays, each eligible employee shall receive one (1) floating holiday per calendar year. The floating holiday must be taken as a full-day increment (based on FTE status) and requires supervisor approval prior to taking time off. There shall be no carryover of the floating holiday from one calendar year to the next. Unused floating holidays are not paid out upon separation from employment. Non-limited part-time employees shall be entitled to the floating holiday prorata according to FTE designation.

If December 24 occurs on a weekday (Monday through Thursday), the responsible authority will release employees two and one-half hours prior to the end of the regularly scheduled workday; this time off is considered paid time. However, since Dakota County Government offices must remain open during normal business hours on that day, those employees who must remain at work to maintain minimum service levels receive holiday pay for those hours. The responsible authority will determine who must work to maintain minimum service levels.

If an observed holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If an observed holiday falls on a Sunday, the holiday will be observed on the following Monday.

Holiday pay when no work is performed on an observed holiday

Each full- and part-time employee who holds a non-limited term position (as defined in Policy 3060 Employee and Position Types) will receive holiday pay at their ~~his or her~~ regular rate of pay if the employee works on or uses flex leave for both the last scheduled workday prior to the observed holiday and the first scheduled workday following the observed holiday.

Eligible full-time employees will receive eight (8) hours of holiday pay for an observed holiday on which they perform no work. Eligible part-time employees will also receive holiday pay on an observed holiday on which they perform no work, prorated based on their FTE status.

Employees who are in an unpaid status or on a leave of absence when a holiday occurs will not be entitled to holiday pay for that holiday. Employees who are on Flex Leave when an observed holiday occurs will receive holiday pay for the holiday and will not be required to use Flex Leave for the holiday.

Pay when work is performed on an observed holiday

Nonexempt employees will be paid at a rate of 1.5 times their applicable regular rate of pay for all hours worked on an observed holiday. Exempt employees will, in addition to receiving eight (8) hours of holiday pay, be paid at their applicable regular rate of for all hours worked on a holiday.

Pay for Elected Officials

The annual salary for elected officials is established by the Dakota County Board of Commissioners on an annual basis prior to January 1st of each year. Elected officials' annual salary will be issued in equal payments pursuant the number of annual pay dates in a given year commencing on the first Monday of the year through the Sunday proceeding the first Monday of the following year.

Payroll Procedures

Paydays

All County employees are paid on a bi-weekly basis, every other Friday. Each paycheck covers the two-week pay period ending on the Saturday preceding the payday.

Mandatory Direct Deposit

All County employees are required to be paid exclusively via direct deposit. Exceptions to the direct deposit requirement are limited to the following situations:

- The first paycheck for all new employees.

- The first two (2) paychecks for employees who hold limited-term positions (as defined in Policy 3060 Employee and Position Types).
- Severance checks.
- When an employee's banking situation has been temporarily disrupted.
- Where a legal barrier exists to direct deposit.
- As requested by the County Attorney's Office.
- When administratively necessary, as determined by the Finance Director or a designee.

Requests for an exception to the direct deposit requirement must be submitted to the Payroll Unit within the Finance Department. The Finance Director or a designee will determine whether to grant or deny such requests.

Review your paycheck (payroll errors)

The County works hard to ensure that all employees are paid correctly, ~~but mistakes can happen.~~ Employees are encouraged to review each paycheck upon receipt to ensure their pay is correct, and to promptly report any perceived pay errors or discrepancies to their supervisor. The County will retroactively correct any underpayment or overpayment error for a period of two (2) years after the date on which the error occurs.

Emergency Closings

The County Manager determines whether an emergency exists in which the public interest will be best served by closing County offices.

County Offices Closed Due to Adverse Weather

If a County office is closed because of a weather emergency, subject to the requirements of state and federal law, the following provisions apply to all County employees:

- Employees released before the start of a work shift will not be paid for that shift but may use accumulated compensatory time, Flex Leave for the missed working time, or make up the time within the current workweek with supervisory approval. Employees should listen to WCCO-AM radio for announcements of closings of County facilities and should not report to work if their worksite is not open. If notice of closing has not been broadcast by 7:15 a.m., employees may assume that County offices will be open.
- Employees released during a work shift will be paid for hours worked and may use accumulated compensatory time, or Flex Leave for the missed working time, or may make up the missed working time during the current workweek with prior supervisory approval.
- Employees and citizens may be advised not to leave the premises because of severe weather or other emergency conditions, such as tornadoes, after regular office hours. Simply remaining on the premises after working hours, however, is not considered compensable working time.

County Offices Not Closed Due to Adverse Weather

When County offices are not closed during adverse weather, the following provisions apply to all employees:

- Employees who report to work after the start of their scheduled shift because of inclement weather may use accumulated compensatory time or Flex Leave for the missed working time or make up the missed working time during the current workweek with prior supervisory approval. This provision does not apply to employees whose job duties require working during inclement weather.
- Employees who desire to leave work early because of inclement weather may, with prior supervisory approval, use accumulated compensatory time or Flex Leave for the missed working time or make up the missed working time during the current workweek. Prior to authorizing such early release from work, supervisors must ensure there is sufficient staff on duty for the department/division to function.

County Offices Closed Due to a Non-Weather Emergency

If a County office is closed because of a non-weather emergency, the following provisions apply to all employees on the first day of the emergency:

- Employees who report to work and are released before the start of a regular work shift will be paid for four (4) hours and may utilize accumulated compensatory time or Flex Leave for the remainder of the missed working time, or make up the missed working time during the current workweek with prior supervisory approval.
- Employees released during the course of a work shift will be paid for four (4) hours or their actual hours worked, whichever is greater, and may use accumulated compensatory time or Flex Leave for the missed work time, or make up the missed work time during the current workweek with prior supervisory approval.

If a County office is closed because of a non-weather emergency beyond the first day of the emergency, employees may utilize accumulated compensatory time or Flex Leave for the missed working time.

Wage Disclosure Provision

Under the Minnesota Wage Disclosure Protection law (Minn. Stat. § 181.172), employees have the right to tell any person the amount of their wages. The County cannot and will not retaliate against an employee for disclosing their own wages. An aggrieved employee may bring a civil action under the Minnesota Wage Disclosure Protection law. Available remedies include reinstatement, back pay, restoration of lost service credit (if appropriate), and the expungement of any adverse employment records.

Procedures

Procedures will be maintained by ~~Employee Resources~~Human Resources.

History

Version	Revision Date
1.0	12/13/2011
2.0	6/3/2016
3.0	3/21/2017
4.0	12/11/2018
5.0	12/13/2022

Related Policies

- Policy 3060 Employee & Position Types
- Policy 3242 Leaves of Absence

Contact

Andy Benish

~~Employee Resources~~Human Resources Director

Andrew.Benish@co.dakota.mn.us

Approval

Resolution No. 22-541; December 13, 2022



Board of Commissioners

Request for Board Action

Item Number: DC-4139

Agenda #: 10.1

Meeting Date: 2/18/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Ratification Of Minnesota Department Of Health Grant Application For Additional Strong Foundations Funding And Authorization To Accept Grant Funds, Execute Grant Amendment, And Amend 2025 Public Health Budget

PURPOSE/ACTION REQUESTED

Ratify Minnesota Department of Health's (MDH) grant application for additional Strong Foundations funding, and authorize acceptance of grant funds, execution of grant amendment and amendment to the 2025 Public Health Budget.

SUMMARY

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.

By Resolution No. 22-436 (October 18, 2022), the Board approved the application and acceptance of the MDH Strong Foundations grant funds for the period of January 1, 2023 through December 31, 2027. The Strong Foundations grant funds support the Maternal Early Childhood Sustained Home Visiting (MECSH) evidence-based home visiting model at Dakota County. Funding allocations are determined annually and are expected to be stable.

In November 2024, Public Health was notified by MDH that they were awarded \$1,694,916, in Strong Foundations grant funds for the period of January 1, 2025 through December 31, 2025.

By Resolution No. 24-612 (December 17, 2024), the Dakota County Board of Commissioners authorized acceptance of the Strong Foundations grant funds in the amount of \$1,694,916 for the period of January 1, 2025 through December 31, 2025, which is \$194,001 over the 2025 County Manager's Adopted Budget. In addition, MDH informed counties to apply for additional Strong Foundations grant funding for professional development. Dakota County applied for and was awarded up to \$98,000 in additional funding through Strong Foundations for the period of January 1, 2025 through December 31, 2025.

The proposed amendment to the 2025 Public Health Budget reflects an increase of \$292,001 which exceeds the amount allocated in the 2025 County Manager's Adopted Budget.

OUTCOMES

How Much?

The number of families and home visits has increased since the pandemic and is projected to continue to increase in 2025.

- 2022 families served: 642
- 2023 families served: 742
- 2024 families served: 819

The professional development funds will provide 36 public health nurses (PHNs) over 2000 hours of training in attachment theory, child development, trauma-informed care, motivational interviewing and evidence-based interventions.

How Well?

Incremental change in important maternal and child outcomes for families who are enrolled in the family home visiting program:

- In 2022, 92 percent of children were up to date with immunizations. In 2023, 93 percent of children were up to date, up one percent from 2022.
- In 2022, 59 percent of children had their nine-month well-child checkup completed before one year of age. In 2023, 90 percent of children in family home visiting had a 9-month well-child check by one year of age, up 31 percent from 2022.

Increasing PHNs skills empowers home visitors to work collaboratively with parents, setting realistic goals, addressing challenges effectively, and building parental self-efficacy. This collaborative approach increases the likelihood of successful outcomes for families.

Are we better off?

In 2023, the percent of singleton babies born at healthy weight by mothers seen prenatally by the family home visiting program was 98 percent, which exceeds the county target of 90 percent.

The improved skills and knowledge of PHNs fosters stronger parent-child bonds, improves communication within families, improves parent engagement and increases overall family well-being which leads to better outcomes.

RECOMMENDATION

Staff recommends ratification of the MDH grant application for additional Strong Foundations funding, and authorization to accept the grant funds, execute the grant amendment and amend the 2025 Public Health Budget in the amount of \$292,001.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net county cost anticipated as a result of this action. The 2025 Public Health Budget is requested to be amended by an additional \$292,001 to equal the grant award of \$1,792,916.

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

RESOLUTION

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, by Resolution No. 22-436 (October 18, 2022), the Board approved the application and acceptance of the Minnesota Department of Health (MDH) Strong Foundations grant funds for the period of January 1, 2023 through December 31, 2027; and

WHEREAS, the Strong Foundations grant funds support the Maternal Early Childhood Sustained Home Visiting (MECSH) evidence-based home visiting model at Dakota County; and

WHEREAS, funding allocations are determined annually and are expected to be stable; and

WHEREAS, in November 2024, Public Health was notified by MDH that they were awarded \$1,694,916 in Strong Foundations grant funds for the period of January 1, 2025 through December 31, 2025; and

WHEREAS, by Resolution No. 24-612 (December 17, 2024), the Dakota County Board of Commissioners authorized acceptance of the Strong Foundations grant funds in the amount of \$1,694,916 for the period of January 1, 2025 through December 31, 2025, which is \$194,001 over the 2025 County Manager's Adopted Budget; and

WHEREAS, in addition, MDH informed counties to apply for additional Strong Foundations grant funding for professional development; and

WHEREAS, Dakota County applied for and was awarded up to \$98,000 in additional funding through Strong Foundations for the period of January 1, 2025 through December 31, 2025; and

WHEREAS, the proposed amendment to the 2025 Public Health Budget reflects an increase of \$292,001 which exceeds the amount allocated in the 2025 County Manager's Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Service Director to accept the Minnesota Department of Health Strong Foundation grant funds in the amount up to \$98,000 for the period of January 1, 2025 through December 31, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Service Director to amend the Minnesota Department of Health Strong Foundation grant agreement to add up to \$98,000 in funds for the same period, 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 the current expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Service Director to amend the 2025 County Manager’s Adopted Budget to reflect an increase of \$292,001 for the combination of the Strong Foundations core home visiting award, caseload expansion funding, and MESCH trainer award of \$194,001 and \$98,000 for professional development; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the 2025 Public Health Budget to be amended as follows:

Expense	
Program Expense	<u>\$ 98,000</u>
Total Expense	\$ 98,000
Revenue	
Grant Revenue	\$292,001
Fund Balance (Funding Existing Salary)	<u>(\$194, 001)</u>
Total Revenue	\$ 98,000

PREVIOUS BOARD ACTION

22-436; 10/18/22
24-612; 12/17/24

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACTS

Department Head: Coral Ripplinger
Author: Tracy Howard



Board of Commissioners

Request for Board Action

Item Number: DC-4184

Agenda #: 10.2

Meeting Date: 2/18/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Independent School District 197 For Wellness Initiatives Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Independent School District 197 (ISD 197) for wellness initiatives funded through the Minnesota Department of Health (MDH) Statewide Health Improvement Partnership (SHIP) grant.

SUMMARY

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.

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. A key component of this reform was to create SHIP, which invests in preventing chronic disease. SHIP is overseen by MDH and is administered by local public and tribal health partners. Dakota County Public Health receives an annual grant allocation through MDH to coordinate and fund SHIP strategies.

Human milk is an infant's first source of healthy nutrition, which supports lifelong positive public health outcomes for both mother and child. An employer is an important support system in achieving sustained lactation goals. Adequate lactation accommodations via an employer are a federal legal requirement, but limited resources exist to support employers in accessing technical assistance and other resources to meet this mandate. This initiative with ISD 197 will support the development of two lactation spaces for employees and other residents that may need to utilize a lactation space. The initiative will include technical assistance in policy, systems, and environmental change to better serve the needs of new parents.

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. 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.

For the past several years, grants have been awarded through a contract process with grantees. This year, Dakota County will enter into a JPA for wellness initiatives via the SHIP grant with ISD 197 for Worksite Wellness Lactation Support (Attachment: Joint Powers Agreement - ISD 197).

OUTCOMES

How Much? Up to \$4,000 to ISD 197 for the execution of two lactation spaces at Moreland Arts and Health Sciences School and the Early Learning Center locations.

How Well: This work enhances lactation systems for school district employees and residents who may need lactation space while on school property. This initiative will increase capacity to provide lactation space and support systems and policy development to sustain the environmental changes and meet federal requirements.

Is Anyone Better Off: Evaluation reporting and qualitative data will be collected during and at the completion of the initiative. One school worksite that received similar funding shared: "The fact that we have been able to designate four spaces and make them comfortable for nursing mothers in just a matter of months is a huge success for this District. The support from HR, Buildings & Grounds, Nutrition Services, and School Admin has been a driving force behind these changes, and it's exciting to think that there are plans to make these spaces more permanent." -Wellness Committee Chair & Nursing Mother.

RECOMMENDATION

Staff recommends authorization to execute a JPA with ISD 197 for Worksite Wellness, for the term upon date of execution of the JPA through October 31, 2025, with a total agreement amount not to exceed \$4,000.

EXPLANATION OF FISCAL/FTE IMPACTS

There is \$0 cost to the County as it is completely funded through the SHIP grant.

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

RESOLUTION

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 the Statewide Health Improvement Partnership (SHIP), which invests in preventing chronic disease; 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, human milk is an infant's first source of healthy nutrition, which supports lifelong positive public health outcomes for both mother and child; and

WHEREAS, an employer is an important support system in achieving sustained lactation goals; and

WHEREAS, adequate lactation accommodations via an employer are a federal legal requirement, but limited resources exist to support employers in accessing technical assistance and other resources to meet this mandate; and

WHEREAS, this initiative with Independent School District 197 (ISD 197) will support the development of two lactation spaces for employees and other residents that may need to utilize a lactation space; and

WHEREAS, the initiative will include technical assistance in policy, systems, and environmental change to better serve the needs of new parents; 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, for the past several years, grants have been awarded through a contract process with grantees and this year Dakota County will enter into a JPA for wellness initiatives via the SHIP grant with ISD 197 for Worksite Wellness Lactation Support.

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 197 for worksite wellness lactation support, for the term upon execution of the joint powers agreement through October 31, 2025, with a total agreement amount not to exceed \$4,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement - ISD 197

BOARD GOALS

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

CONTACTS

Department Head: Coral Ripplinger

Author: Alexandra Groten

**JOINT POWERS AGREEMENT FOR WORKSITE WELLNESS
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 197**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Independent School District 197, 1355 Dodd Road, Mendota Heights, MN 55118 (“Contractor”), by and through their respective governing bodies.

RECITALS

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

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

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”);

WHEREAS, the County is permitted to make sub-grants of its SHIP funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded Contractor with SHIP funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

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

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the Contractor so that the Contractor may participate in the Dakota County SHIP Worksite Wellness program. All funds provided by the County are to be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor Obligations under State Contracts. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County

Community Health Board and the State of Minnesota dated October 1, 2020, as may be periodically amended, including amendments dated August 23, 2021 and October 18, 2022. (“State Contracts”). See Exhibit 7. Contractor agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the Contractor within 30 days of execution.

- 4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$4,000.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through October 31, 2025.
- 5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the Contractor within 45 calendar days of the Contractor’s submission of invoices to the County. Invoices must be submitted using the form in Exhibit 6. All requests for reimbursement must be submitted by October 31, 2025. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. Contractor must provide their changes & testimonials using the form in Exhibit 3, Change and Testimonial Tracker. Contractor must provide their responses for sustainability using the form in Exhibit 4, Sustainability Checklist. Contractor must complete all of its responsibilities using the form in Exhibit 5, Deliverable Checklist.

- 6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

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

Marti Fischbach, or his/her successor, has the responsibility to monitor the Contractor’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor’s Authorized Representative is: **Peter Olson Skog**

Name, address:

Telephone: 651-403-7002

Email: peter.olsonskog@isd197.org

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

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the express written consent of the County. It is Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to Contractor.
9. Indemnification. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

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

(3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

18. Special Conditions. The Contractor understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:

(a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is "Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department" and shall not be released unless approved in writing by these entities' authorized representatives.

(b) The Contractor shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the Contractor or its agents or employees.

(c) The Contractor, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Change and Testimonial Tracker;

Exhibit 4: Sustainability Checklist;

Exhibit 5: Deliverable Checklist;

Exhibit 6: Invoice Form; and
Exhibit 7: SHIP Agreements

- 20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

The rest of this page is intentionally left blank. Signatures are on the following page.

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: _____

Date: _____

Dakota County Contract _____
Dakota County KS 24-____

**INDEPENDENT SCHOOL DISTRICT 197
CONTRACTOR**

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dakota County Contract #CLA_____

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

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

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

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

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

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

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than

Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

Exhibit 2 Service Grid

The Contractor responsibilities include the establishing or improving fundamental elements of a healthy workplace and implementing policy, environmental, systems and social support changes in the selected focus strategy. The new initiative will be implemented organization-wide per the work plan.

Dakota County Public Health Department will provide up to a \$4,000 stipend (\$2,000 for each lactation site) from the Statewide Health Improvement Partnership (SHIP) and the Minnesota Department of Health (MDH) upon receipt and acceptance of the Contractor performing the following:

Contractor Deliverables

- Contractor will attend regularly scheduled meetings, likely monthly or as determined by both parties. During meetings contractor will provide updates on project milestones, work status, and other relevant project issues through email, phone and/or video check-ins.
- Submit goals/work plan by **April 1, 2025**.
- Submit pre- and post- photos; include photos of signage of changes (if applicable) per health promotion specialist with mutually agreed upon due dates.
- Submit baseline and post- assessment if applicable with mutually agreed upon due dates.
- Complete organizational assessments
- Submit following documents by **October 31, 2025**
 - Change and testimonial tracker (Exhibit 4)
 - Sustainability checklist (Exhibit 5)
 - Deliverable checklist (Exhibit 6)
 - new or revised Contractor policy (include policy before revision if applicable)
- Submit completed Deliverables Checklist to Dakota County Public Health Liaison by **October 31, 2025** (Exhibit 6)

County roles and responsibilities:

- Provide technical assistance and support through process.
- Organize and facilitate collaborative meetings which provide training on SHIP worksite wellness sub-strategies and peer-to-peer sharing opportunities.
- Research and provide worksite wellness tools and resources.
- Facilitate yearly organizational assessment and other assessments as needed.
- Provide evaluation and policy development expertise.
- Assist with reporting results.

Notes:

- The grant funds provided to Contractor under this agreement are also subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. The County will provide copies of these contracts to Contractor upon request. Contractor agrees to comply with all such terms and conditions

- Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. **Please allow a minimum of 10 business days for approvals in advance of public release.**
- Contractor shall include SHIP tagline in all print and electronic documents: **Funding for this project was provided by the Statewide Health Improvement Partnership of Dakota County.**

Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

State Contract

The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. These agreements with the state are also attached to this agreement.

Insurance, Diversity, and Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

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

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

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and

- Retaliation against any person who reports or addresses unacceptable behavior.

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

Exhibit 3 - Change and Testimonial Tracker

List all changes related to wellness for this Contract period March 2025 - October 31, 2025
Organizational Supports (i.e., Leadership Support, Wellness Committee, Communication Strategies, etc.)

Policy Changes (i.e., New/Updates Policies, guidelines, overviews, employee handbooks, etc.)

Systems Changes (i.e., committee charters, processes and procedures, blueprint documents, employee handbooks, resource organization, new hire processes, intranet sites, mission/vision statements, branding, etc.)

Environmental Changes (i.e., New/Updated facilities, spaces, equipment, signage, vending, tangible items, etc. pictures are encouraged)

Additional Items/Wellness Activities (i.e., social support activities, tracking, surveys, etc.)

List 1-2 stories employee testimonials or stories about how these changes personally affected them.

Date	Affiliation with site	Testimonial or Story

--	--	--

Exhibit 4 Sustainability Checklist

Dakota County SHIP

Date:_____

This checklist provides a list of items researched as being critical for sustaining Policy, System, and Environmental (PSE) changes. The checklist should be completed with staff and/or consultants who you worked with to implement the PSE change or SHIP (Statewide Health Improvement Partnership) initiative at Contractor’s organization.

1. Partner name and short description of SHIP project:

2. Does Contractor have a written plan for sustaining this initiative? Check one option:
 - _____ Yes, a written plan is in place (please include a copy)
 - _____ Not yet, a written plan will be in place within the next _____ months
 - _____ No, we do not plan to create a written plan

3. If known, please provide name(s) and title(s) of Contractor’s staff who plan to manage this initiative post-SHIP funding.

Name and Title:			
Select one box per item:	Yes	No	Notes
There is leadership support for the initiative post-SHIP funding.	<input type="checkbox"/>	<input type="checkbox"/>	
There are opportunities for staff to participate in sustaining this initiative (e.g., assist with implementation, offer feedback, receive/provide training).	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative aligns with our organization’s strategic plan.	<input type="checkbox"/>	<input type="checkbox"/>	
There are opportunities to partner with other agencies/ vendors to support this initiative (e.g., share expertise, receive/provide training, expand networks, collaborate).	<input type="checkbox"/>	<input type="checkbox"/>	
We have identified potential funding sources or are able to draw from internal resources (e.g., staff time, part of our operational budget) to support this initiative.	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative will meet the needs of our target audience.	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative will be sustainable post SHIP funding.	<input type="checkbox"/>	<input type="checkbox"/>	
What other approaches, if any, are you considering to sustain this initiative?			
What leadership support(s) are in place to sustain this initiative?			
Have any other funds been received during this reporting period to support the project, list the amount and source:			

List and describe any barriers:

Exhibit 5 - Deliverable Checklist

Contract #: _____

Worksite Name: _____

Submit by **October 31, 2025, via email to:**

Dakota County Public Health Department*

Attn: Erin Ostrowski

Email: erin.ostrowski@co.dakota.mn.us

Phone: (651) 554-6154

	Deliverable	Completion Date
1.	Organizational assessment: Pre-assessment	
2.	Pre-photo: baseline, if applicable	
3.	Baseline assessment SEWA (if applicable, optional surveying)	
4.	Regular check-ins	
5.	Work plan (approx. March 2025)	
6.	Post- photo: after change completed, if applicable	
7.	Post-assessment SEWA (if applicable, optional surveying)	
8.	Organizational assessment: post-assessment	
9.	Exit Documents: <ul style="list-style-type: none"> • Change and Testimonial tracker (Exhibit 4) Sustainability checklist (Exhibit 5)	
10.	New or revised policy *Include previous policy (if it was revised)	

Reimbursement will take place within 30 days of County’s receipt and acceptance of the Contractor’s completed Deliverable Checklist. All deliverables are due **October 31, 2025**. All reimbursement receipts must be turned in by **October 31, 2025** to ensure payment.

Exhibit 7 – SHIP Amendments

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Exhibit 7



CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

Minnesota Department of Health Grant Award Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Meredith Ahlgren, 651-201-5446, meredith.ahlgren@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Dakota County Community Health Board	Grant Agreement/Project Agreement Number: 183510	Total Grant Funds (all funding sources): \$782,859.00
Grantee SWIFT Vendor Number: 0000197289	Period of Performance Start Date: November 1, 2020	Total State Grant Funds: \$782,859.00
SWIFT Vendor Location Code: 001	Period of Performance End Date: October 31, 2025	Total Federal Grant Funds: N/A

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

**Minnesota Department of Health
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("State") and the Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, ("Grantee").

1. Under Minnesota Statutes 144.0742, the State is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The State and the Grantee have entered into Master Grant Contract number 12-700-00068 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The State, pursuant to Minnesota Statutes 145.986, is empowered to award Statewide health Improvement Partnership (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and
4. The Grantee represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the State. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1 Incorporation of Master Grant Contract. All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2 Term of Agreement.

2.1 Effective date. This grant project agreement shall be effective on November 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

2.2 Expiration date. October 31, 2025, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3 Grantee's Duties and Responsibilities. Grantee shall comply with the following grant requirements:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1, 2020. If the work plan is not approved by November 1, 2020, Grantee cannot perform work under this agreement.
2. Perform the activities approved in the work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.



4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee’s budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.
6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with community specialists
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting Period	Report Submission Due Date
November 1 – January 31	February 29
February 1 – April 30	May 3
May 1 – July 31	August 30
August 1 – October 31	November 30

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity, and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity, or increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity, or increase well-being. The Grantee may not use SHIP funds to replace federal,



state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity, or increase well-being.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

4 Consideration and Payment.

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant project agreement as follows:

(a) Compensation. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State’s Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission dates specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	To Be Determined
Year 3: November 1, 2022 – October 31, 2023	To Be Determined
Year 4: November 1, 2023 – October 31, 2024	To Be Determined
Year 5: November 1, 2024 – October 31, 2025	To Be Determined

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).

(c) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the State and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed on a form prescribed by the State for each month and submitted within 45 days after the end of the month.

(b) Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by Grantee: A local match of ten percent of the total funding allocation will be provided and documented.



- 5 Conditions of Payment.** All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
- 6 Ownership of Equipment.** The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.
- 7 Authorized Representatives.**
- 7.1 State's Authorized Representative.** The State's Authorized Representative for purposes of administering this grant project agreement is Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 Grantee's Authorized Representative.** The Grantee's Authorized Representative is Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.
- 8 Termination.**
- 8.1 Termination by the State or Grantee.** The State or Grantee may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
- 8.2 Termination for Cause.** If the Grantee fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.
- 8.3 Termination for Insufficient Funding.** The State may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.
- 9 Publicity.** Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

others, or any subgrantees shall identify the State as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the State's Authorized Representative.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sarah Martin Digitally signed by Sarah Martin
Date: 2020.09.21 07:24:57 -0500

Date: 9/18/2020

SWIFT Contract/PO No(s): 183510/3000078983

2. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Marti Fischbach DocuSigned by:
Marti Fischbach
96029F9D832D437... Marti Fischbach

Title: Community Services Director

Date: 09/24/2020 1 4:57 PM CDT

By: _____

Title: Interim Procurement Supervisor

Date: 9/28/2020

3. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Maria Rodriguez Digitally signed by Maria Rodriguez
Date: 2020.10.01 16:55:30 -0500

Title: Interim Procurement Supervisor

Date: 10/1/2020

/s/ Suzanne W. Schrader
Assistant County Attorney
Dakota County Attorney's Office
Sept. 24, 2020
KS-20-420

Distribution:

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

Minnesota Department of Health Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: November 1, 2021

ATTACHMENT: Amendment #1

CONTACT FOR MDH: Alice Englin, 507-508-0988, alice.englin@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Dakota County Community Health Board	Grant Agreement/Project Agreement Number: 183510	Total Grant Funds (all funding sources): \$1,565,718
Grantee SWIFT Vendor Number: 0000197289 SWIFT Vendor Location Code: 001	Period of Performance Start Date: November 1, 2020 Period of Performance End Date: October 31, 2025	Total State Grant Funds: \$1,565,718 Total Federal Grant Funds: N/A

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	11/1/2020	Current Project Amendment Amount	\$782,859
Original Grant Project Agreement Expiration Date:	10/31/2025	Original Grant Project Agreement Amount:	\$782,859
Current Grant Project Agreement Expiration Date:	10/31/2025	Previous Project Amendment(s) Total:	N/A
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$1,565,718

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul MN 55118 (hereinafter "Grantee").

Recitals

1. The State has a grant project agreement with the Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Agreement is being amended to add funding for Year 2.
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year, ~~2020~~. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, ~~November 1, 2020~~, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with State community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting Period	Report Submission Due Date
November 1 – January 31	February 28 ²⁹
February 1 – April 30	May <u>30</u>
May 1 – July 31	August 30
August 1 – October 31	November 30

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity or increase well-being.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts,

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) *Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	\$782,859 To Be Determined
Year 3: November 1, 2022 – October 31, 2023	To Be Determined
Year 4: November 1, 2023 – October 31, 2024	To Be Determined
Year 5: November 1, 2024 – October 31, 2025	To Be Determined

(b) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$1,565,718. ~~\$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).~~

REVISION 3. Clause 4 (4.2a). "Terms of Payment" is amended as follows:

(a) *Invoices.* The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed and submitted on a form prescribed by the State for each month and submitted within 45 days after the end of the month, with the exception of June invoices, which should be submitted within 30 days after the end of the month.

REVISION 4. Clause 7. "Authorized Representatives" is amended as follows:

7.1 State's Authorized Representative. The State's Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5809, kris.igo@state.mn.us, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Grantee's Authorized Representative. The Grantee's Authorized Representative is Marti Fischbach, Community Services Director, 1 Mendota Rd. W., Suite 500, West St. Paul MN 55118 651-554-5742, marti.fischbach@co.dakota.mn.us, Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions,

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Christina Mish Digitally signed by Christina Mish
Date: 2021.08.20 06:34:27 -05'00'

Date: August 20, 2021

SWIFT Contract/PO No(s): 183510/3-87097

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Marti Fischebach
96039F9D032D437

Title: Community Services Director

Date: 8/23/2021

Approved as to form:

DocuSigned by:
By: Suzanne Schwader
FE11A05A7186446

Title: Asst Cty Atty KS-20-420-1 Bd Res 20-382

Date: 8/23/2021

3. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:
By: Jeffery Colonna (with delegated authority)
F38FB9332D94404

Title: Finance Director

Date: 8/23/2021

Distribution:

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State's Authorized Representative

CHB Grant Project Agreement Amendment (03/2018)

Dakota County Contract #CLA_____

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

Minnesota Department of Health Grant Project Agreement Amendment Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: November 1, 2022
ATTACHMENT: Amendment
CONTACT FOR MDH: Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Funding Information
Name of MDH Grantee: Board of Commissioners, acting as the Dakota County Community Health Board	Grant /Project Agreement Number: 183510	Total Grant Funds (all funding sources): \$3,914,295.00
Grantee SWIFT Vendor Number: 0000197289	Period of Performance Start Date: 11/1/2020	Total State Grant Funds: \$3,914,295.00
SWIFT Vendor Location Code: 001	Period of Performance End Date: 10/31/2025	Total Federal Grant Funds: \$0.00

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Amendment #2 for Grant Project Agreement # 183510
 Between the Minnesota Department of Health and Board of Commissioners,
 acting as the Dakota County Community Health Board

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	11/1/2020	Current Project Amendment Amount	\$2,348,577.00
Original Grant Project Agreement Expiration Date:	10/31/2025	Original Grant Project Agreement Amount:	\$782,859.00
Current Grant Project Agreement Expiration Date:	10/31/2025	Previous Project Amendment(s) Total:	\$782,859.00
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$3,914,295.00

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "MDH") and Board of Commissioners, acting as the Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118 (hereinafter "Grantee").

Recitals

1. MDH has a grant project agreement with Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as commercial tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Original Grant Project Agreement is being amended to add funding for Years 3 through 5.
3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #2 for Grant Project Agreement # 183510
 Between the Minnesota Department of Health and Board of Commissioners,
 acting as the Dakota County Community Health Board

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with State community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly for Years 1-2 (November 1, 2020-October 31, 2022, and biannually for Years 3-5 (November 1, 2022-October 31, 2025). The schedule for quarterly and biannual reporting is provided below. The State will provide guidance regarding the required content of the reports.

<u>Quarterly Reporting Period</u>	<u>Report Submission Due Date</u>
November 1 – January 31	February 28
February 1 – April 30	May 30
May 1 – July 31	August 30
August 1 – October 31	November 30
<u>Biannual Reporting Period</u>	<u>Report Submission Due Date</u>
<u>November 1 – April 30</u>	<u>May 30</u>
<u>May 1 – October 31</u>	<u>November 30</u>

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all ~~subcontracts or mini-grants~~ service contracts or community partner awards \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward commercial tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce commercial tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce commercial tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to

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replace federal, state, local, or tribal funding Grantee currently uses to reduce commercial tobacco use and exposure, prevent obesity or increase well-being.

- 9. Adhere to the guidance set forth by MDH in the Incentive Guidelines for MDH Grantees. The Grantee may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. The Grantee must have written effective policies and procedures on file before purchasing any incentive instruments. The Grantee is required to monitor and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) *Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	\$782,859.00
Year 3: November 1, 2022 – October 31, 2023	\$782,859.00 To Be Determined
Year 4: November 1, 2023 – October 31, 2024	\$782,859.00 To Be Determined
Year 5: November 1, 2024 – October 31, 2025	\$782,859.00 To Be Determined

(b) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed ~~\$3,914,295.00~~ \$1,565,718.00.

REVISION 3. Clause 7 (7.1). "Authorized Representatives" is amended as follows:

7.1 *State's Authorized Representative.* The State's Authorized Representative for purposes of administering this grant project agreement is Fred Ndip, Supervisor, Community Initiatives Unit, Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-431-2449, fred.ndip@state.mn.us, 651-201-5809, kris.igo@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Charlotte Paulson Digitally signed by Charlotte Paulson
Date: 2022.08.16 09:12:42 -05'00'

SWIFT Contract & Initial PO: 183510/3-96560

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Approval as to form

Signature: Suzanne W. Schrader Signature: _____
Title: ASST Cty Atty KS-20-420-2 Bd RES. 20-382 Title: _____
Date: 10/18/2022 | 9:06:44 AM CDT Date: _____

Authorized signer

Signature: Marti Fischbach Signature: _____
Title: Community Services Director Title: _____
Date: 10/18/2022 | 9:10:20 AM CDT Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Jeffery Colonna
(with delegated authority)
Title: Purchasing Supervisor
Date: 10/18/2022 | 10:03:33 AM CDT

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.



Board of Commissioners

Request for Board Action

Item Number: DC-4177

Agenda #: 11.1

Meeting Date: 2/18/2025

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

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

RESOLUTION

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

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

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

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

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

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

AKRON RIDGE	Rosemount
NORTH WIND ADDITION	Rosemount
KWIK TRIP 1795	Eagan
MCDONALDS AT ORCHARD PLACE	Apple Valley

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Maps

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

**DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY**

January 15, 2025

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Todd Tollefson, Scott Peters, Kurt Chatfield, Jake Chapek, and Tyler Krage. Others present: Todd Bentley.

Plat Name: AKRON RIDGE
PID: 340220007012
City: Rosemount
 County Road: CSAH 73 (Akron Ave.)
 Current ADT (2021): 2,750
 Projected ADT (2040): 6,200
 Current Type: 3-lane
 Proposed Type: 4-lane, divided
 R/W Guideline: 75ft½ ROW
 Spacing Guideline: ½ mile, full access
 Posted Speed Limit: 50 mph
 Proposed Use: Residential
 Status: Preliminary
 Location: NE ¼, 22-115-19
 In attendance (01/15/25): Jason Palmby (developer); Anthony Nemcek (city); Julia Hogan (city)

REVIEW 01/15/25:

The proposed development includes 58 townhome units. The access spacing guidelines along CSAH 73 according to the 2040 Transportation Plan are 1/4-mile (1320 feet) for a full access and 1/8-mile (660 feet) for a restricted access location. The site includes one access opening to CSAH 73 with an internal future connection to the south parcel. Restricted access should be shown along all of CSAH 73 except for the one access opening. A quit claim deed to Dakota County for restricted access along CSAH 73 is required with the recording of the plat mylars. As discussed, a short right-turn lane will be required for the proposed access. The turn-lane design will be approved through the permitting process.

The right-of-way needs along CSAH 73 for a future 4-lane divided roadway are 75 feet of half right of way.

RECOMMENDATION 01/15/25:

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.

Plat Name: NORTH WIND ADDITION
PID: 340350001014
City: Rosemount
 County Road: Future CR 71 (Blaine Ave.)
 Current ADT (2021): tbd
 Projected ADT (2040): tbd
 Current Type: N/A
 Proposed Type: 3-lane
 R/W Guideline: 60ft½ ROW
 Spacing Guideline: tbd
 Posted Speed Limit: 50 mph
 Proposed Use: Residential
 Status: Preliminary
 Location: NE ¼, 35-115-19
 In attendance (01/15/25): Anthony Nemcek (city); Julia Hogan (city); Carly Peterson (UofM); Brian Wurderman (Kimley-horn)

REVIEW 01/15/25:

The proposed commercial site includes one lot and outlot. The right-of-way needs along Blaine Avenue (Future County Road 71) for a future 2-lane divided/3-lane roadway are 60 feet of half right of way. The access spacing guidelines along Blaine Avenue according to the 2040 Transportation Plan are 1/4-mile (1320 feet) for a full access and 1/8-mile (660 feet) for a restricted access location. The site includes one access opening to Blaine Avenue. Restricted access should be shown along all of Blaine Avenue except for the one access opening. A quit claim deed to Dakota County for restricted access along Blaine Avenue (Future CR 71) is required with the recording of the plat mylars.

RECOMMENDATION 01/15/25:

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.

Plat Name:	KWIK TRIP 1795
FKA:	HILLTOP PLAZA 2 ND ADDITION
PID:	103310001032, 103310001020, 103310001010, 103310001031
City:	Eagan
County Road:	CSAH 30 (Diffley Rd.) / CSAH 31 (Pilot Knob Rd.)
Current ADT (2021):	8,362 / 21,143
Projected ADT (2040):	14,800 / 27,000
Current Type:	4-lane, divided / 4-lane, divided
Proposed Type:	4-lane, divided / 4-lane, divided
R/W Guideline:	75ft (½ R/W) / 75ft (½ R/W)
Spacing Guideline:	½ mile full access / ½ mile full access
Posted Speed Limit:	45 mph / 45 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	SW ¼, 22-27-23
In attendance (09/16/20):	Dan Parks (Westwood); Jeffrey Stein (Hy-vee); Aaron Nelson (City)
In attendance (11/25/20):	Dan Parks (Westwood); Jeffrey Stein (Hy-vee); Phil Hoey (Hy-vee); Aaron Nelson (City)
In attendance (01/15/25):	Steve Lowe (Kwik Trip); Lisa Wadsen (Kwik Trip); Ben Perkey (city); Mike Schultz (city); Aaron Nelson (city); Pam Dudziak (city)

REVIEW 09/16/20:

The proposed site is located on the northeast corner of CSAH 31 (Pilot Knob Road) and CSAH 30 (Diffley Road). The property was platted in 1982 and currently contains three commercial buildings on three lots. The proposed redevelopment reconfigures the three lots, replaces the south and easterly buildings with new uses and buildings, and retains the northwesterly building.

The right-of-way needs along CSAH 30 for a 4-lane divided roadway are 75 feet of half right of way. The right-of-way needs along CSAH 31 according to the 2030 Transportation Plan and future needs are a 6-lane divided roadway with 100 feet of half right of way. The right-of-way needs along CSAH 31 according to the 2040 Transportation Plan and future needs are a 4-lane divided roadway with 75-feet of half right of way. As mentioned, the 2040 Transportation Plan is planned to be adopted by the County Board at the end of 2020. Therefore, the Plat Commission will require only a 5-foot Trail, Drainage, and Utility Easement along CSAH 31 and CSAH 30. Also, there may be a small triangle of right of way required in the corner of the CSAH 30/CSAH 31 intersection.

Restricted access was dedicated along all of CSAH 30 per the underlying plat of HILLTOP PLAZA. The right-of-way needs along CSAH 31 according the 2030 Transportation Plan are a half mile for a full access and quarter mile for a restricted access location. The right-of-way needs along CSAH 31 according to the 2040 Transportation Plan are quarter mile for a full access and 1/8-mile for a restricted access location. The proposed plat includes the existing restricted access location along CSAH 31, which is approximately 450 feet north of the CSAH 31/CSAH 30 intersection. The existing access does not meet the access spacing guidelines for a restricted access location. However, as discussed, the access may be able to remain at this time with construction of a new right-turn lane. As noted, there is an existing power pole that will be affected by construction of a new right-turn lane. Also, due to the limited access spacing of the existing restricted access location to the CSAH 30/CSAH 31 intersection, the Dakota County Transportation Department will need to evaluate if a new turn lane will be able to operate and be designed properly.

RECOMMENDED 09/16/20:

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 11/25/20

The proposed site is located at the northeast corner of CSAH 31 (Pilot Knob Road) and CSAH 30 (Diffley Road). The property was platted in 1982 and currently contains three commercial buildings on three lots. The proposed redevelopment reconfigures the three lots, replaces the south and easterly buildings with new uses and buildings, and retains the northwesterly building.

The right-of-way needs along CSAH 30 for a 4-lane divided roadway are 75 feet of half right of way. The right-of-way needs along CSAH 31 according to the 2030 Transportation Plan and future needs are a 6-lane divided roadway with 100 feet of half right of way. The right-of-way needs along CSAH 31 according to the 2040 Transportation Plan and future needs are a 4-lane divided roadway with 75-feet of half right of way. As mentioned, the 2040 Transportation Plan is planned to be adopted by the County Board in the spring/summer of 2021. The Plat Commission requires only a 5-foot Trail, Drainage, and Utility (TDU) Easement along CSAH 31 and CSAH 30 and a small 15-foot triangle of road dedication at the intersection of CSAH 30/31. The TDU easement should be described with the underlying plat description and shown on proposed plat. Dakota County will provide the template language for the TDU easement.

The right-of-way needs along CSAH 31 according the 2030 Transportation Plan are ½ mile for a full access and ¼ mile for a restricted access location. The right-of-way needs along CSAH 31 according the 2040 Transportation Plan are 1/4-mile (1320 feet) for a full access and 1/8-mile (660 feet) for a restricted access location. The proposed plat includes the existing restricted access location along CSAH 31, which is approximately 450 feet north of the CSAH 31/CSAH 30 intersection. The existing access does not meet the access spacing guidelines for a restricted access location. However, as discussed, the access opening could remain open at this time as a temporary access only with construction of a new right-turn lane. Without a new turn lane, this access opening should be closed. Restricted access should be shown along all of CSAH 31 with a Temporary Permit required for the restricted access location. The permit would include language for closure of this access in the future due to safety concerns or future reconstruction of CSAH 31. Restricted access was dedicated in the underlying plat for CSAH 30 and most of CSAH 31. A quit claim deed to Dakota County for restricted access along CSAH 31 is required with the recording of the plat mylars.

Also noted, if the project plans move forward without a proposed replat and crashes occur at this location and there are safety concerns, the County Transportation Department would also work to close the existing restricted access location, which would be the same for similar access locations throughout the County. Also, if a new turn lane was constructed in the future for the full access location at Berry Ridge Road, the new turn lane would conflict with the restricted access location.

RECOMMENDED 11/25/20

The Plat Commission has approved the final plat provided that the described conditions are met and will recommend approval to the County Board of Commissioners.

REVIEW 01/15/25:

The proposed site is located at the northeast corner of CSAH 31 (Pilot Knob Road) and CSAH 30 (Diffley Road). The property was platted in 1982 with three existing lots. The proposed redevelopment reconfigures the three lots into one lot for a Kwik Trip Convenience Store.

The access spacing guidelines along CSAH 30 according the 2040 Transportation Plan are 1/4-mile (1320 feet) for a full access and 1/8-mile (660 feet) for a restricted access location. There is no access shown along CSAH 30. The future right-of-way needs are 75 feet of half right of way for a 4-lane divided roadway. The existing right of way includes 75 feet of half right of way. In addition, the Plat Commission requires a 5-foot Trail, Drainage, and Utility (TDU) Easement to Dakota County along the southern 5 feet of proposed Lot 1 along with a small 15x15 foot triangle of county road dedication at the intersection of CSAH 30/31 to accommodate the existing trail.

The access spacing guidelines along CSAH 31 according the 2040 Transportation Plan are 1/4-mile (1320 feet) for a full access and 1/8-mile (660 feet) for a restricted access location. There is one an existing restricted access (right turns only) location along CSAH 31, which is approximately 450 feet north of the CSAH 31/CSAH 30 intersection. The existing access does not meet the access spacing guidelines (660 feet) for a restricted access location. However, as discussed, the access opening could remain open at this time with restricted access shown on the plat over the existing access opening with a Dakota County Conditional Permit to allow the restricted (right-in-right-out only) access location. This Permit is required to be recorded with the plat and would include statute language regarding safety concerns in the future, which is similar to any other access location along County Roads. The future right-of-way needs are 75 feet of half right of way for a future 4-lane divided roadway. The existing right of way includes 75 feet of half right of way. In addition, the Plat Commission recommended a 5-foot Trail, Drainage, and Utility (TDU) Easement to Dakota County along the western 5 feet of Lot 1 to accommodate the existing and future trail along the proposed right turn lane for CSAH 31.

The TDU easement along CSAH 30 and CSAH 31 should be described with the underlying plat description (HILLTOP PLAZA) and shown on proposed plat. Dakota County will provide the template language for the TDU easement.

Restricted access should be shown along all of CSAH 30 and CSAH 31 per the underlying plat of HILLTOP PLAZA. In addition, restricted access should be shown over the existing CSAH 31 access opening along with a quit claim deed to Dakota County for restricted access, which should accompany the recording of the plat mylars. As stated, a Conditional Permit from Dakota County will be created and recorded for the right turn only access along CSAH 31.

RECOMMENDED 01/15/25:

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.

Plat Name: MCDONALDS AT ORCHARD PLACE
PID: 015589300010
City: Apple Valley
County Road: CSAH 31 (Pilot Knob Rd.)
Current ADT (2021): 22,422
Projected ADT (2040): 25,000
Current Type: 4-lane, divided
Proposed Type: 6-lane or greater
R/W Guideline: 100ft ½ ROW
Spacing Guideline: ½ mile, full access
Posted Speed Limit: 55 mph
Proposed Use: Commercial
Status: Preliminary
Location: NW ¼, 35-115-20
In attendance (01/15/25): Tim Benetti (city); Brandon Anderson (city)

REVIEW 01/15/25:

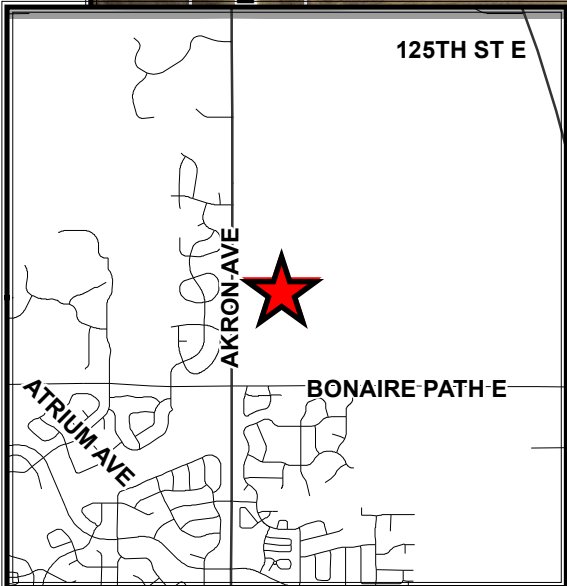
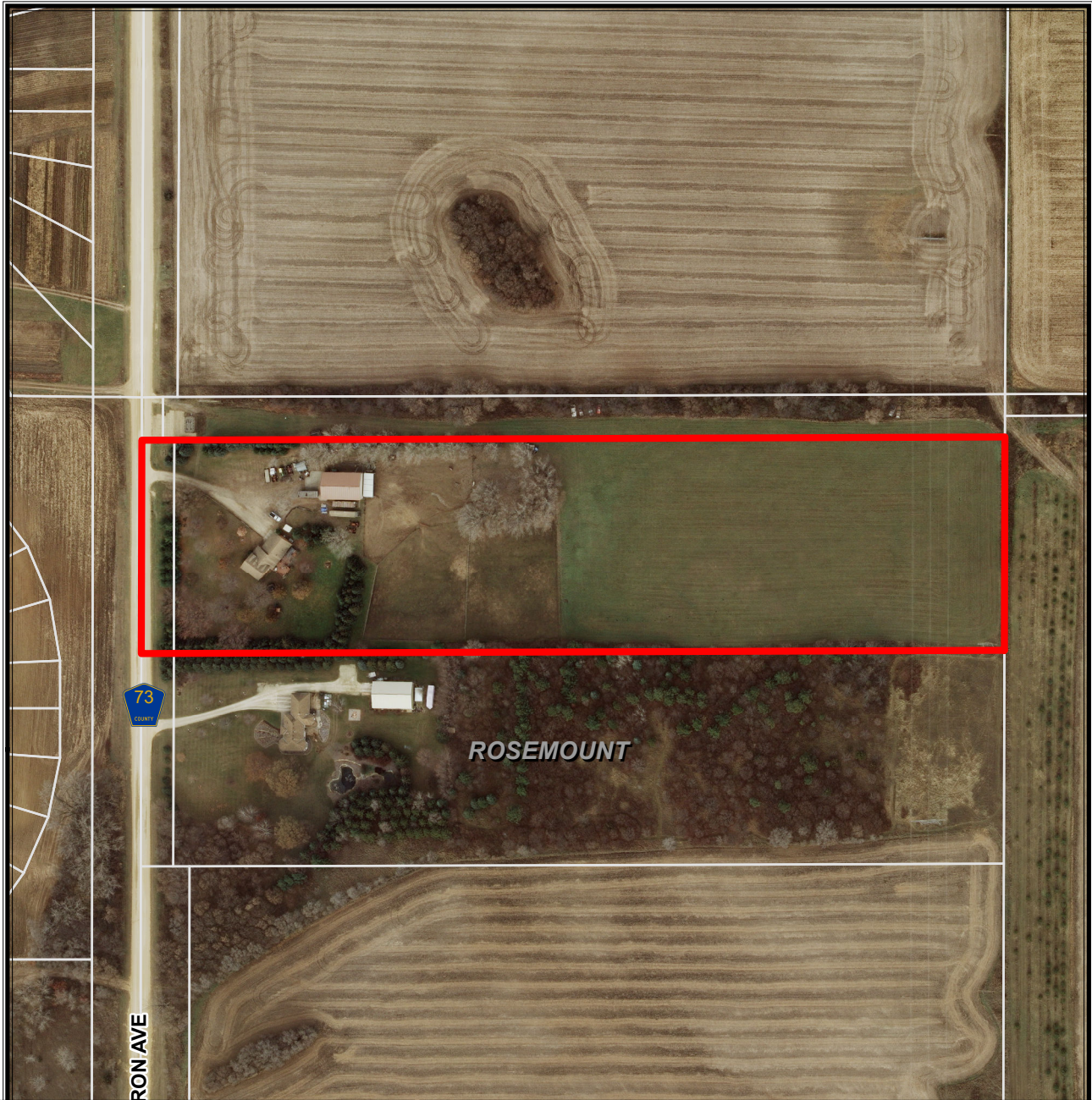
The proposed replat includes two commercial lots. The existing right of way needs of 100 feet of half right of way have been met. There is no access shown along CSAH 31. Restricted access should be shown per document number 3587782.

RECOMMENDATION 01/15/25:

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.

AKRON RIDGE

Prepared by Dakota County Physical Development Division



TYPICAL LOT DIMENSION LAYOUT

SUBJECT DATA:
OWNER: [redacted]
ADDRESS: [redacted]
DATE: 01/15/2018
SCALE: 1/4" = 1'-0"

PROPOSED ZONING:
R-10
R-15
R-20
R-25
R-30
R-35
R-40
R-45
R-50
R-55
R-60
R-65
R-70
R-75
R-80
R-85
R-90
R-95
R-100

LEGEND:
[Redacted symbols and text]

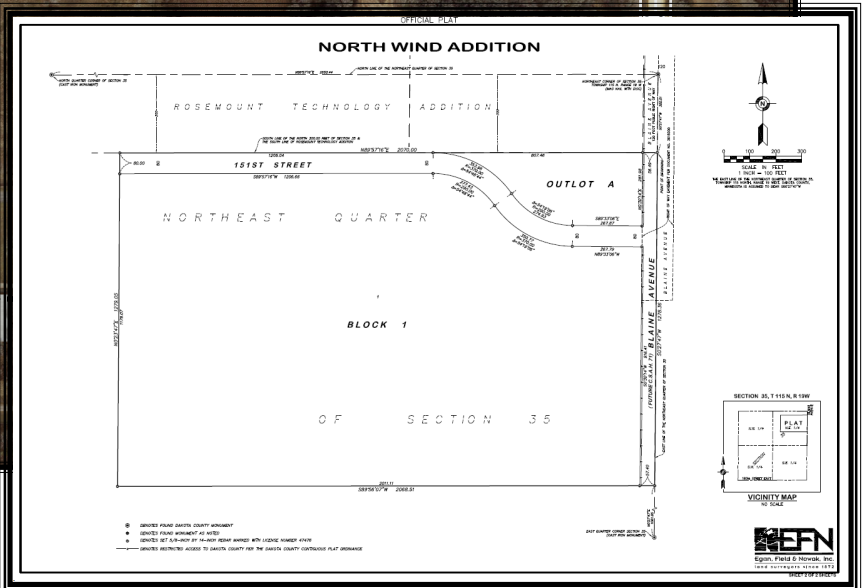
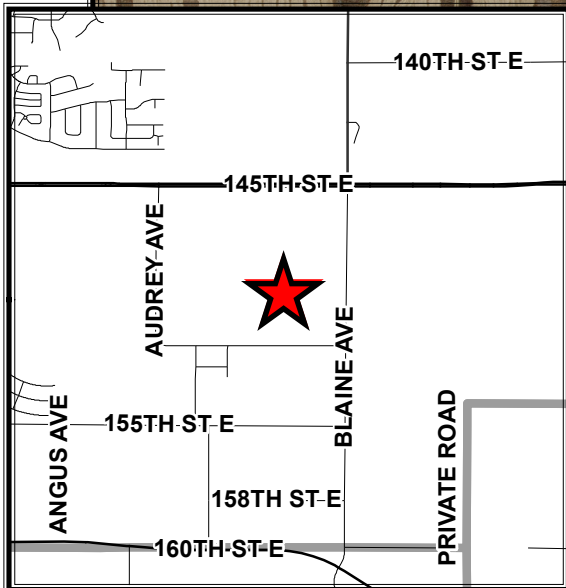
INDEX OF CIVIL SITE DRAWINGS:
CS-1 PROJECT LOCATION PLAN
CS-2 PRELIMINARY SUBDIVISION PLAN
CS-3 PRELIMINARY LOT LAYOUT PLAN
CS-4 PRELIMINARY UTILITY PLAN
CS-5 PRELIMINARY SITE PLAN
CS-6 PRELIMINARY SITE PLAN
CS-7 PRELIMINARY SITE PLAN
CS-8 PRELIMINARY SITE PLAN
CS-9 PRELIMINARY SITE PLAN
CS-10 PRELIMINARY SITE PLAN
CS-11 PRELIMINARY SITE PLAN
CS-12 PRELIMINARY SITE PLAN
CS-13 PRELIMINARY SITE PLAN
CS-14 PRELIMINARY SITE PLAN
CS-15 PRELIMINARY SITE PLAN
CS-16 PRELIMINARY SITE PLAN
CS-17 PRELIMINARY SITE PLAN
CS-18 PRELIMINARY SITE PLAN
CS-19 PRELIMINARY SITE PLAN
CS-20 PRELIMINARY SITE PLAN

AKRON RIDGE
Residential Development Project
125TH ST E, BONAIRE PATH E, AKRON AVE
AKRON, MN 55309
PROJECT NO. 17-0000000-001
DATE: 01/15/2018
SCALE: 1/4" = 1'-0"

CI.I
Civil Engineering & Surveying, Inc.
1700 W. 13TH ST., SUITE 100
MINNEAPOLIS, MN 55404
TEL: 612.835.1111
WWW.CI.I.COM

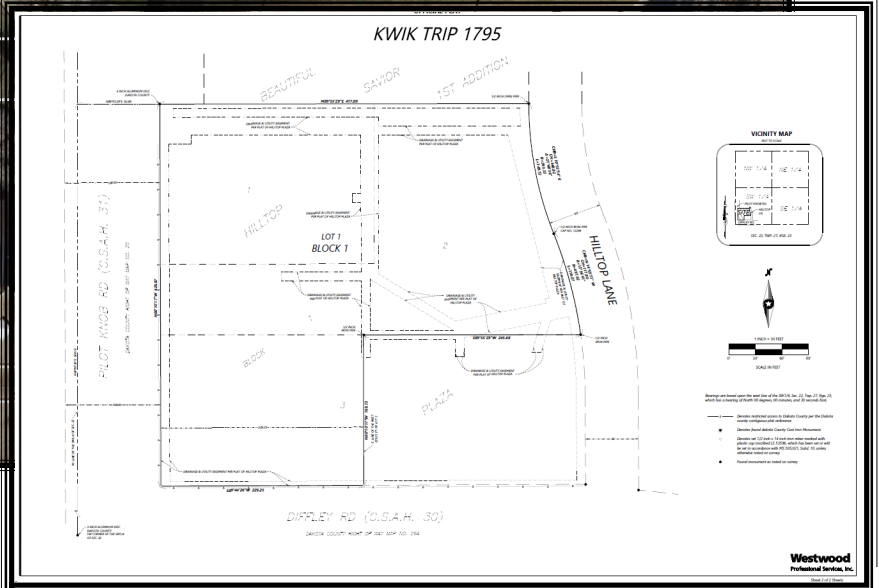
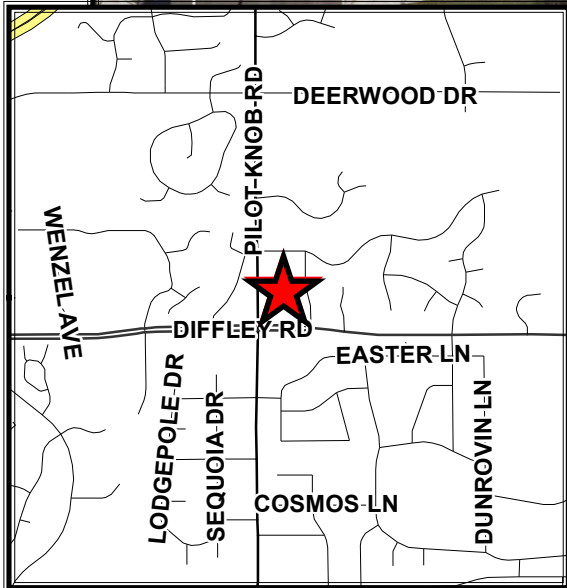
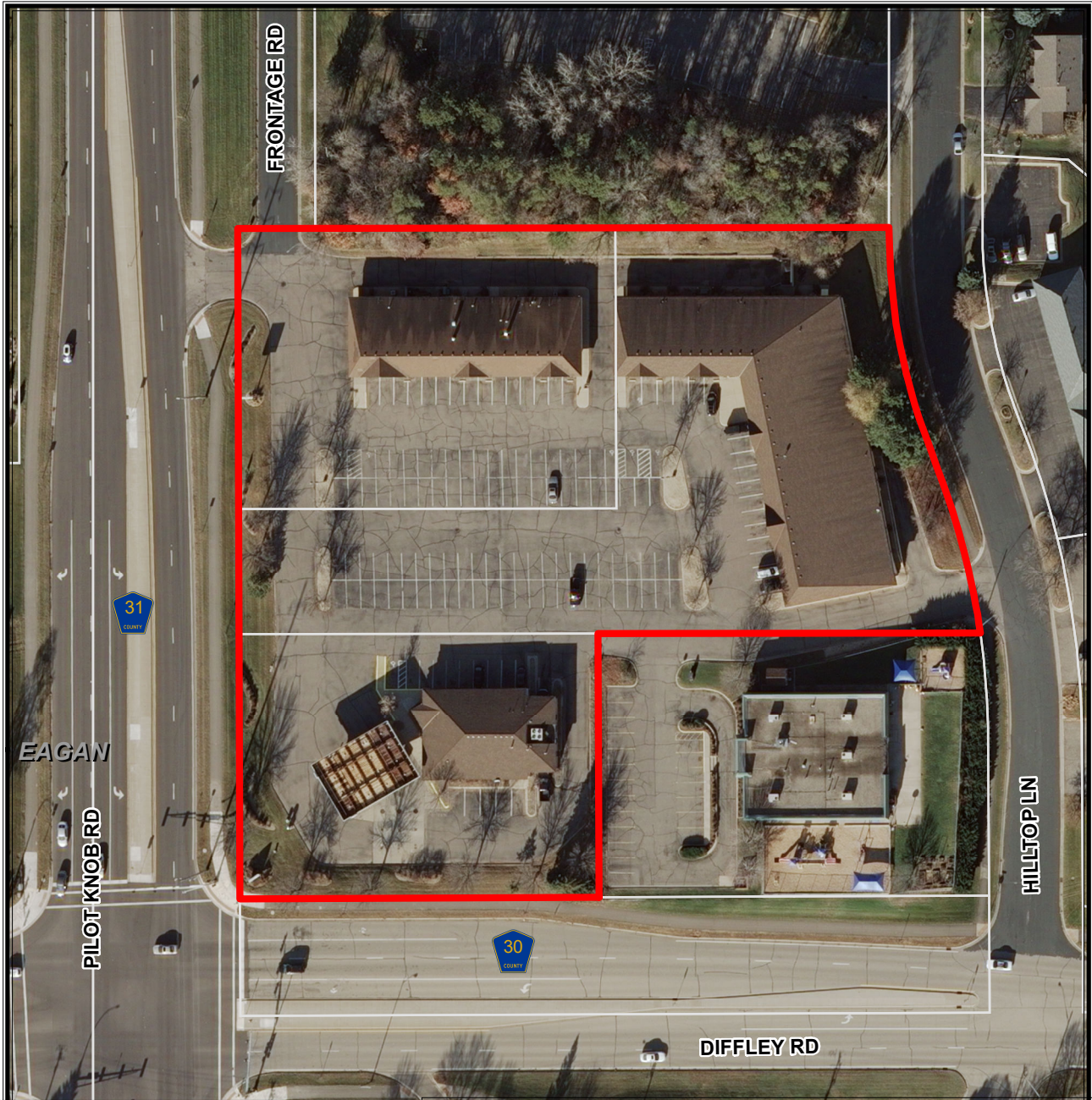
NORTH WIND ADDITION

Prepared by Dakota County Physical Development Division



KWIK TRIP 1795

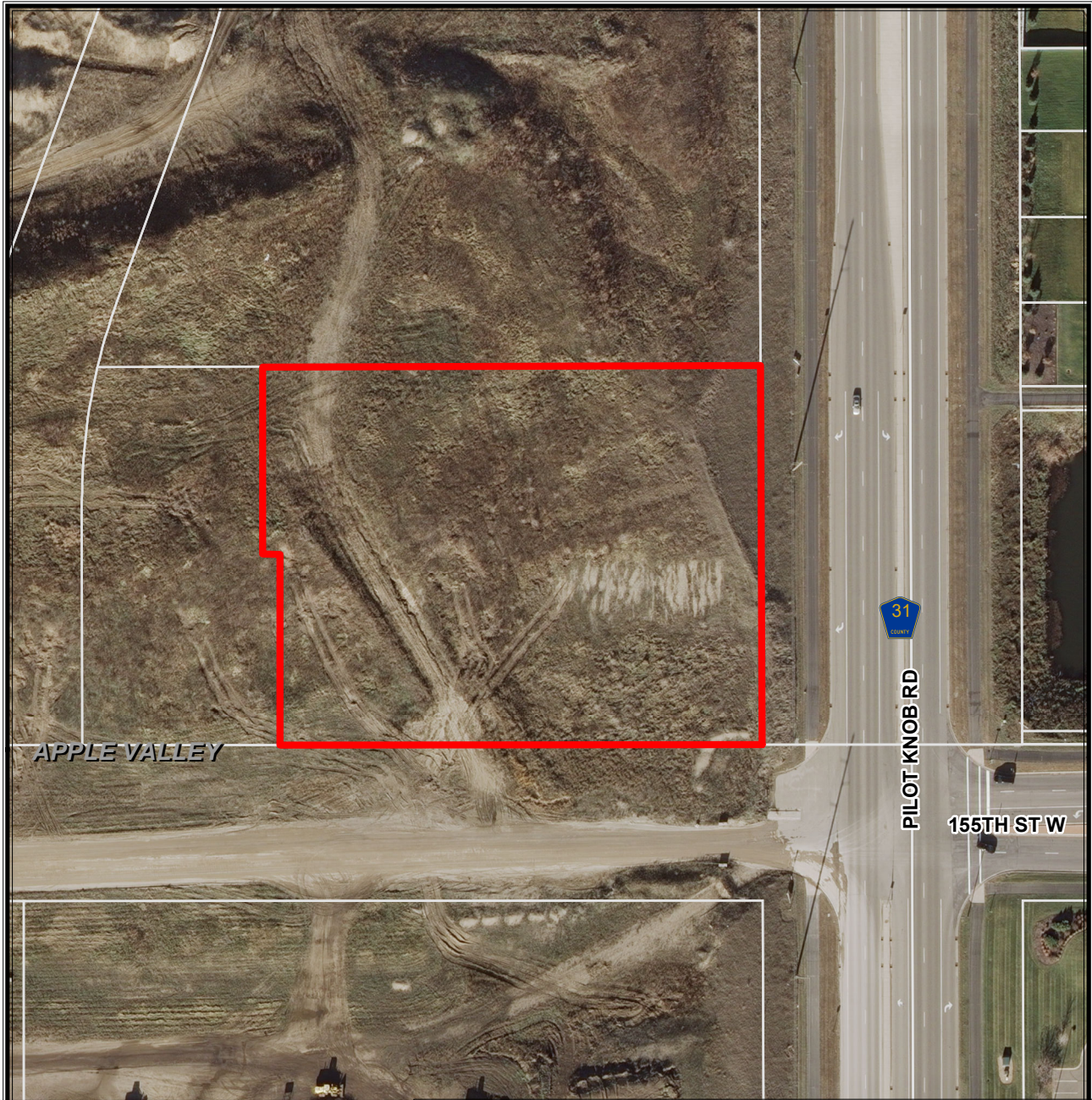
Prepared by Dakota County Physical Development Division



Westwood Professional Services, Inc.

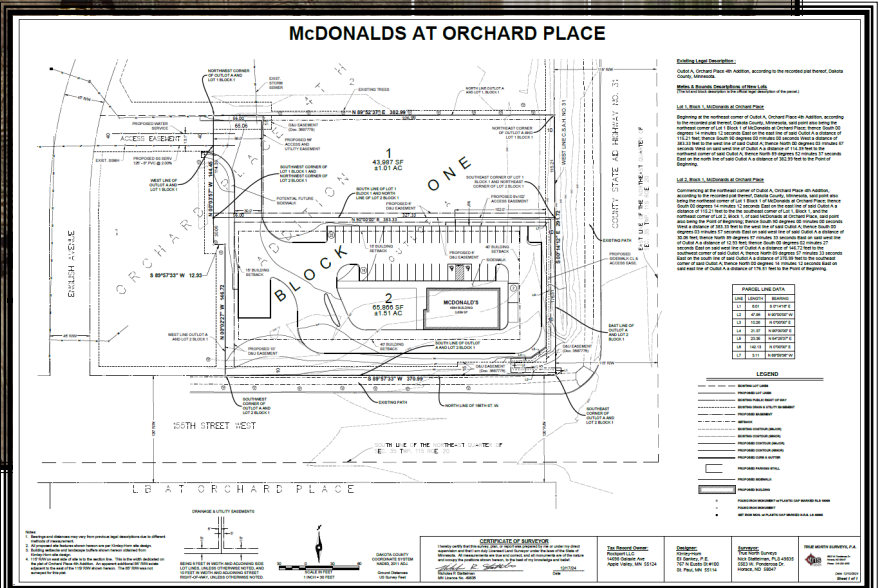
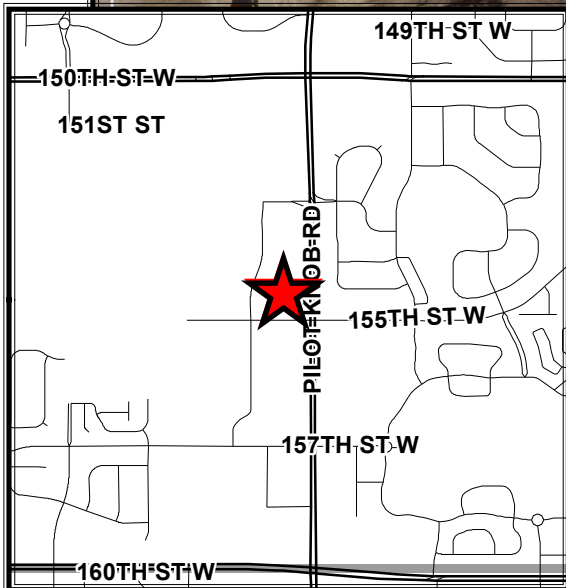
MCDONALDS AT ORCHARD PLACE

Prepared by Dakota County Physical Development Division



PILOT KNOB RD

155TH ST W





Board of Commissioners

Request for Board Action

Item Number: DC-4010

Agenda #: 11.2

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Railroad Coordination Agreements For 117th Street Reconstruction

PURPOSE/ACTION REQUESTED

- Authorize execution of four agreements with Union Pacific Railroad Company (UP) for two improved at-grade railroad crossings and two pipeline crossings on County State Aid Highway (CSAH) 32 (117th Street), County Project (CP) 32-65 in Inver Grove Heights.
- Authorize execution of agreements with National Railroad Safety Services, Inc. (NRSS) for flagging operations.
- Authorize execution of agreements with RailPros Field Services, Inc. (RailPros) for construction observation.

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. The project is a part of the larger CSAH 32 network in Dakota County, which connects Interstate 35W in Burnsville to TH 52 in Inver Grove Heights. The corridor serves a high volume of freight traffic. The purpose of the project is to meet 10-ton design standards, enhance transportation system efficiency and mobility, provide pedestrian and bicycle facilities, reduce access points, improve pavement conditions, and facilitate the phased development of an essential east-west transportation corridor within the region.

Dakota County Project 32-65 is included in the 2025 Capital Improvement Program (CIP). To proceed with the CP 32-65 project, Dakota County needs agreements with Union Pacific Railroad Company to improve the two at-grade crossings of one track of the Union Pacific Railroad at its Mile Post 338.30 - Albert Lee Subdivision DOT# 876418Y (\$718,200) and Mile Post 516.22-Roseport Industrial Lead DOT# 184971C (\$761,347) and install warning devices as required by state design requirements. The existing at-grade public road crossings are insufficient to allow for the reconstruction and widening of the 117th Street construction. With these agreements, the railroads will grant additional rights to Dakota County to facilitate the reconstruction and widening of the Roadway. The proposed agreements provide that UP install the railroad crossings, signals, and gates with its own forces and coordinate its efforts with the road work.

Union Pacific Railroad Company is requiring the County to execute storm sewer pipeline crossing agreements to allow the County-owned facility to cross underneath the rail. The fee for these

agreements is \$1,368.75 per utility crossing (\$2,737.5 total) and is set by State Statute 237.045, Subdivision 6. The City has three separate utility crossing agreements for sanitary sewer (force main and gravity sewer) and water main. Since the County is a government agency and not a private utility, Union Pacific Railroad enters into formal agreements for such crossings instead of executing permits. This protects both agencies for the long-term operation of their respective facilities and is standard practice for such crossings.

This project has been identified by Union Pacific Railroad as requiring third-party construction observation and flaggers. RailPros will be providing the construction observation services for this project (\$112,700), and NRSS will be providing the flagging operations (\$107,800). Flaggers are required whenever work is taking place within their right of way. Two companies are approved for flagging for UP lines: RailPros and NRSS.

RECOMMENDATION

Staff recommends executing the two-storm sewer pipeline crossing agreement and two improved at-grade railroad crossings agreements with UP. Staff recommends executing agreements with RailPros (Observer) and NRSS (Flagging).

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program includes a total of \$23,460,000 for the project.

- None Current budget Other
 Amendment Requested 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 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, County Project 32-65 addressed current and future traffic volumes and safety

improvements for the corridor; and

WHEREAS, the County is the lead agency for the construction of the project; and

WHEREAS, Union Pacific Railroad Company is requiring the County to execute a two-pipeline crossing agreement to allow the County-owned storm sewer facility to cross underneath the rail; and

WHEREAS, in order to proceed with construction, Dakota County must enter into an agreement with Union Pacific Railroad Company for the two improved at-grade crossings and installation of warning devices as required by state design requirements; and

WHEREAS, Union Pacific Railroad requires authorized flaggers and construction observers to be on site while any work is being done in the railroad right of way; and

WHEREAS, Union Pacific Railroad Company requires the County to execute agreements with National Railroad Safety Services, Inc., for flagging operations, and with RailPros Field Services, Inc., for construction observation for 117th Street reconstruction; and

WHEREAS, it is necessary for Dakota County to execute an agreement with Union Pacific Railroad, National Railroad Safety Services, Inc. for flagging operations, and with RailPros Field Services, Inc., for construction observation for 117th Street reconstruction; and

WHEREAS, to proceed with the CP 32-65 project, Dakota County needs agreements with Union Pacific Railroad Company to improve the two at-grade crossings of one track of the Union Pacific Railroad at its Mile Post 338.30 - Albert Lee Subdivision DOT# 876418Y (\$718,200) and Mile Post 516.22-Roseport Industrial Lead DOT# 184971C (\$761,347) and install warning devices as required by state design requirements; and

WHEREAS, Union Pacific Railroad Company is requiring the County to execute storm sewer pipeline crossing agreements to allow the County-owned facility to cross underneath the rail, and the fee for these agreements is \$1,368.75 per utility crossing (\$2,737.5 total) and is set by State Statute 237.045, Subdivision 6; and

WHEREAS, CP 32-65 is scheduled for construction in 2025 and included in the Dakota County Capital Improvement Program; and

WHEREAS, staff recommends executing agreements with Union Pacific Railroad Company for the two at-grade crossings and installing warning devices as required by state design requirements and two storm sewer pipeline crossing agreements to allow the County-owned facility to cross underneath the rail; and

WHEREAS, staff recommends executing agreements with National Railroad Safety Services, Inc. to provide Union Pacific Railroad required flagging operations; and

WHEREAS, staff recommends executing agreements with RailPros to provider Union Pacific Railroad-required construction observation services for this project.

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

authorizes the Physical Development Director to execute agreements with Union Pacific Railroad Company for two improved at-grade crossings and installation of warning devices on County State Aid Highway 32 in the City of Inver Grove Heights, in the amount of the actual cost for such work in an amount not to exceed \$1,479,547, 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 the Union Pacific Railroad Company for storm sewer pipeline crossings associated with CP 32-65, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to enter into agreements with National Railroad Safety Services, Inc., for flagging operations in the amount of the actual cost for such work in an amount not to exceed \$107,800, 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 enter into agreements with RailPros to provide Union Pacific Railroad-required Construction Observation services in the amount of the actual cost for such work in an amount not to exceed \$112,700, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

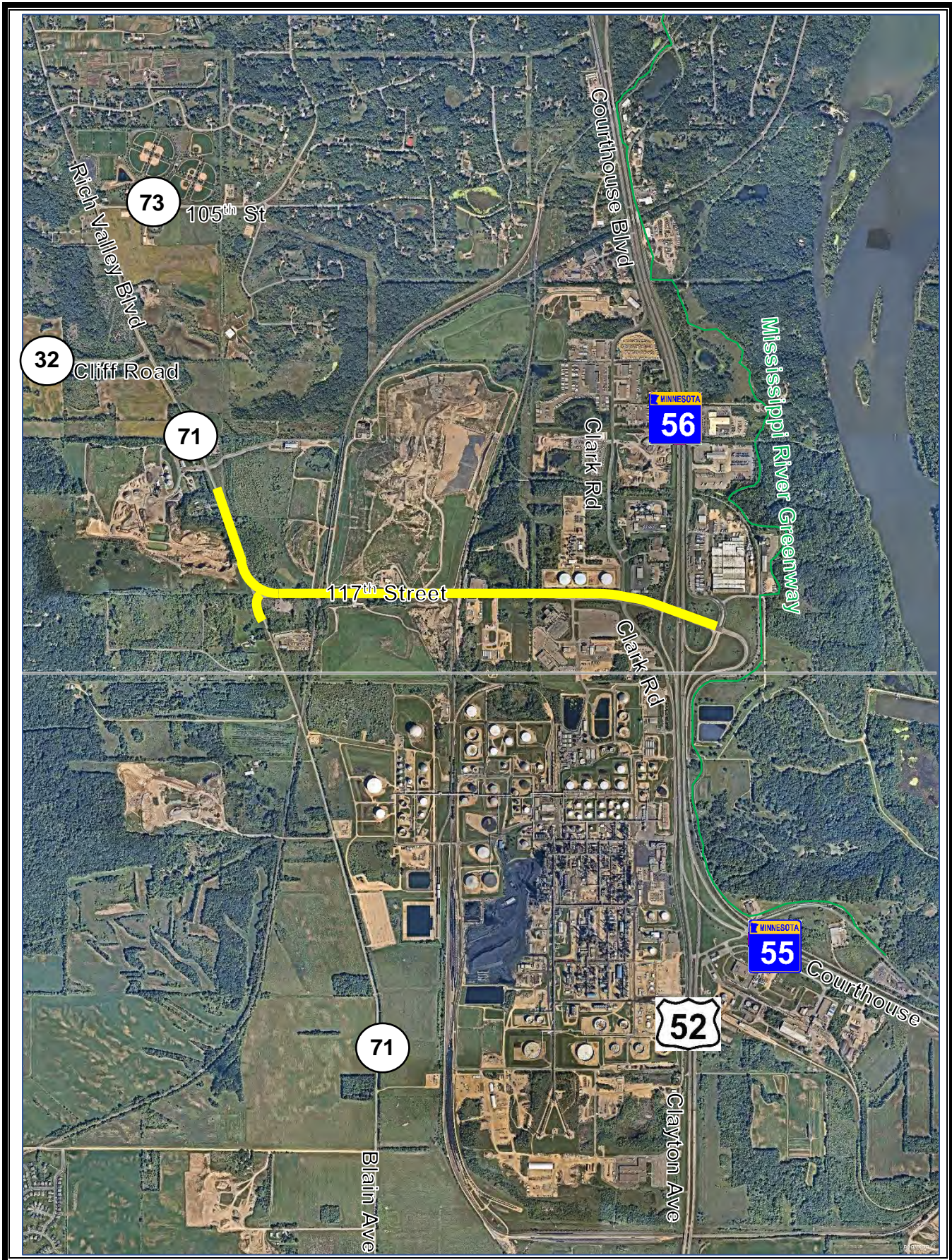
BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> 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-3944

Agenda #: 11.3

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Multi-Use Trail And Pedestrian Crossings In Cities Of Inver Grove Heights And South St. Paul And Execute Joint Powers Agreements, County Projects 56-14 And 28-69

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with SRF Consulting Group, Inc., for construction administration, inspection, surveying, and material testing services for County Projects (CP) 56-14 and 28-69, the construction of a multi-use trail and pedestrian crossings in the Cities of Inver Grove Heights and South St. Paul.

Authorize execution of joint powers agreements (JPA) with the City of Inver Grove Heights, City of South St. Paul, and Township of Nininger to establish roles, responsibilities, and cost share for County State Aid Highway 56 Pedestrian and Bicyclist Safety Improvements (CP 56-14).

SUMMARY

To provide a safe and efficient transportation system, Dakota County is constructing a multi-use trail along County State Aid Highway (CSAH) 28 from Cahill Avenue to Concord Boulevard and pedestrian crossings on CSAH 56 from Coffman Path to Chestnut Street.

The number of construction projects in 2025 is greater than the number of available staff to manage the projects. The County is seeking expertise from an engineering firm to provide the construction management, inspection, surveying, and material testing so this project can be constructed in 2025.

Transportation Department staff sent a Request for Proposals (RFPs) to three professional engineering firms with expertise in this type of work. One firm submitted a proposal which was evaluated by Transportation and City staff.

<u>Engineering Firm</u>	<u>Total Cost</u>	<u>Cost/Hour</u>
SRF Consulting Group, Inc.	\$365,215.00	\$153.71

Joint Powers Agreements between the County and the City of Inver Grove Heights, City of South St. Paul, and Township of Nininger are necessary to outline cost participation and responsibilities of County Project 56-14. The County Board of Commissioners previously authorized the execution of a JPA with Inver Grove Heights for County Project 28-69 with Resolution No. 24-297 (June 4, 2024). Costs will be shared in accordance with the adopted Cost Share Policy.

RECOMMENDATION

The proposal from SRF Consulting Group, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project. SRF Consulting Group, Inc. was also the design consultant for the project and has extensive knowledge about the plans and the area.

The County Engineer recommends execution of a contract with SRF Consulting Group, Inc., for construction management and inspection services for CP 56-14 and 28-69.

Staff recommends authorization to execute a JPA with the City of Inver Grove Heights, City of South St. Paul, and Township of Nininger to establish roles, responsibilities, and cost share for County State Aid Highway 56 Pedestrian and Bicyclist Safety Improvements (CP 56-14).

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2025 Transportation Capital Improvement Program (CIP) budget includes sufficient funding for CP 56-14 and CP 28-69. The construction management and inspection costs will be paid from the remaining available project budget.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County will be proceeding with County Projects (CP) 56-14 and 28-69; and

WHEREAS, CP 56-14 is the construction of pedestrian crossings from Coffman Path to Chestnut Street, and CP 28-69 is the construction of a multi-use trail from Cahill Avenue to Concord Boulevard; and

WHEREAS, the County is the lead agency for CP 56-14 and CP 28-69, which are scheduled to begin in 2025; and

WHEREAS, the 2025 construction workload is greater than what is feasible for the number of available County staff; and

WHEREAS, an engineering firm with this specialty will provide construction management, inspection, surveying, and material testing in 2025; and

WHEREAS, the proposal from SRF Consulting Group, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project; and

WHEREAS, the Transportation Capital Improvement Program budget includes sufficient funding in 2025 for CP 56-14 and CP 28-69; and

WHEREAS, the County Engineer recommends execution of a contract with SRF Consulting Group, Inc., for construction management, inspection, surveying, and material testing services for CP 56-14 and CP 28-69 for actual costs.

WHEREAS, joint powers agreements between the County and the City of Inver Grove Heights, City of South St. Paul, and Township of Nininger are necessary to outline cost participation and responsibilities for CP 56-14; and

WHEREAS, the cost participation for CP 56-14 will be in accordance with the adopted Cost Share Policies; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with SRF Consulting Group, Inc. for construction management, inspection, surveying, and material testing for CP 56-14 and CP 28-69 for \$365,215, subject to approval by the County Attorney's Office as to form.

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute joint powers agreements between Dakota County and the City of Inver Grove Heights, City of South St. Paul, and Township of Nininger for County Project 56-14.

PREVIOUS BOARD ACTION

24-297; 6/4/24

ATTACHMENTS

Attachment: Project Location Map (CP 56-14)

Attachment: Project Location Map (CP 28-69)

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

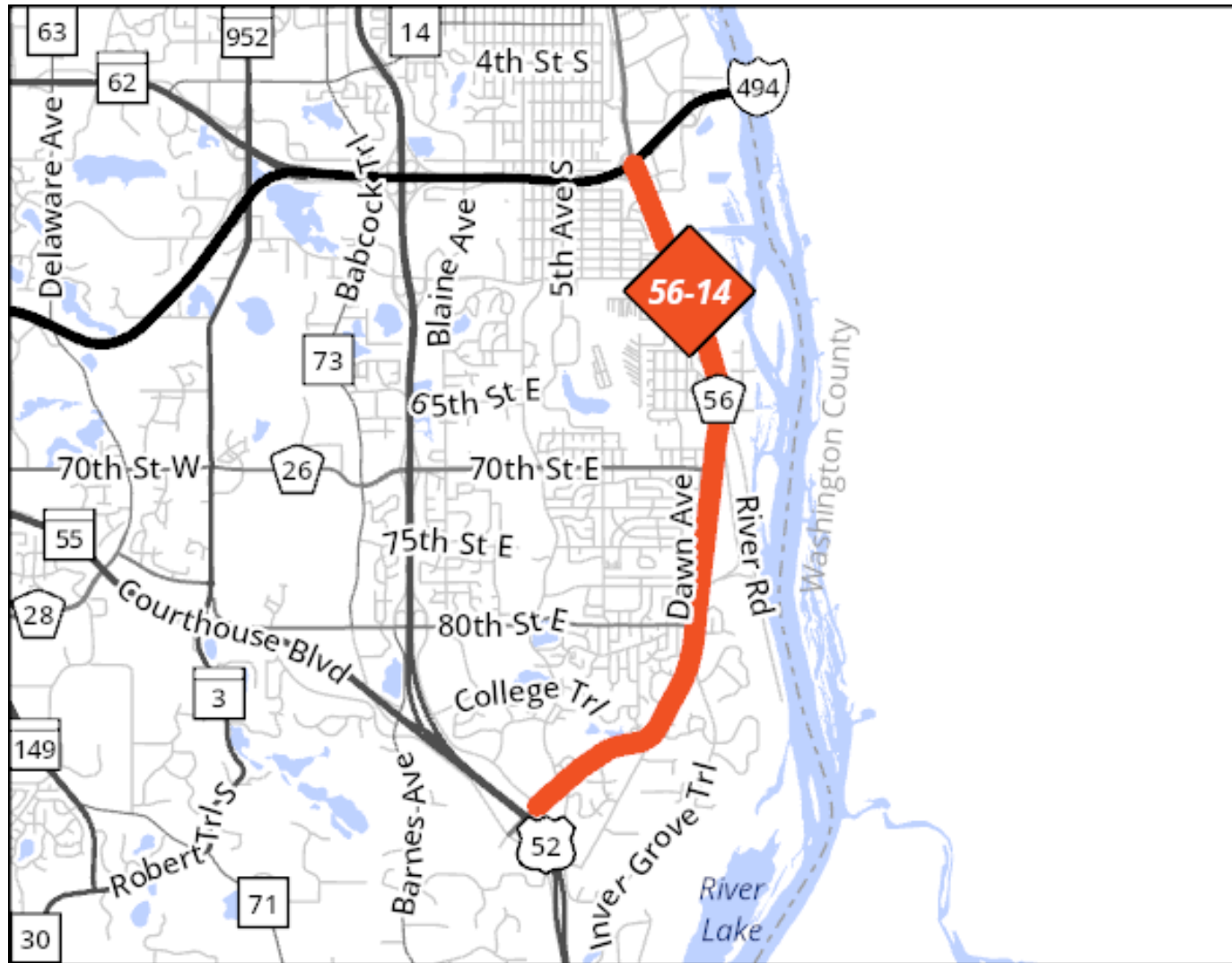
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CONTACT

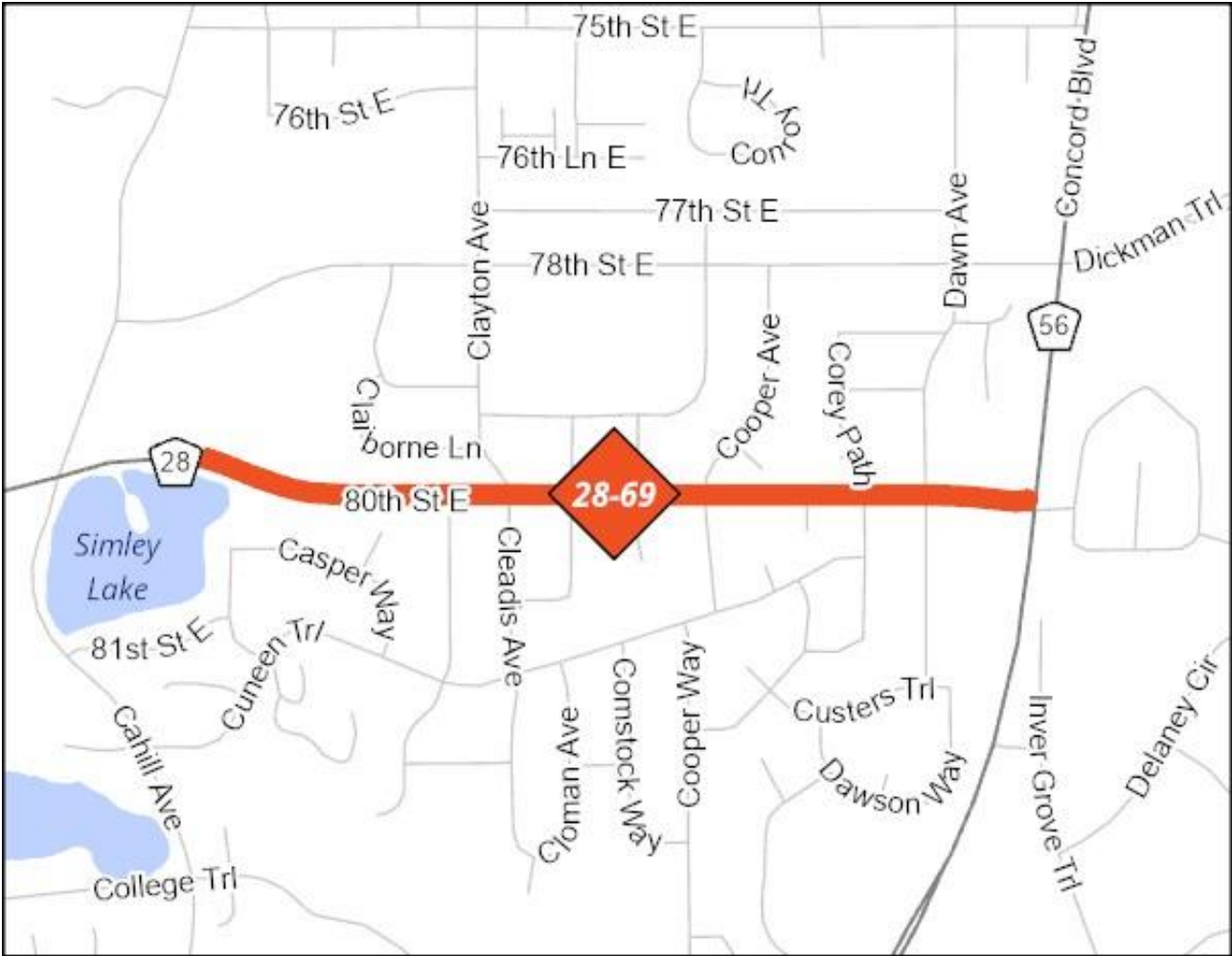
Department Head: Erin Laberee

Author: Jeannine Briol

County Project 56-14: Concord Boulevard (CSAH 56) Bicycle and Pedestrian Improvements Project Location Map



80th Street East Trail Gap Project Location Map





Board of Commissioners

Request for Board Action

Item Number: DC-4153

Agenda #: 11.4

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Second Contract Amendment With WSB LLC For County State Aid Highway 42 Federal Mill And Overlay, County Project 42-172, And Garrett Ave Intersection Modifications And Signal Replacements At Garrett Ave And CSAH 31 (Pilot Knob Road) In Apple Valley, County Project 42-177

PURPOSE/ACTION REQUESTED

Authorize the execution of a second contract amendment with WSB LLC for preliminary and final design engineering for County Projects (CP) 42-172 and CP 42-177.

SUMMARY

To provide a safe and efficient transportation system, the County is proceeding with CP 42-172, the federal mill and overlay of County State Aid Highway (CSAH) 42 from 147th Street to CSAH 33 (Diamond Path), and CP 42-177, the Garrett Ave intersection modifications and signal replacements at Garrett Ave and Pilot Knob Road in Apple Valley. Americans with Disabilities Act (ADA) improvements along the corridor will be completed along with the expansion of Garrett Ave and the replacement of the aging signal systems at CSAH 31 (Pilot Knob Road) and Garrett Avenue. County Project 42-172 is scheduled for construction in 2025, and CP 42-177 is scheduled for construction in 2026.

By Resolution No. 23-602 (December 19, 2023), the Dakota County Board of Commissioners authorized the execution of a design services contract (DCA21196) with WSB LLC to perform preliminary and final design for the federal mill and overlay project on CSAH 42 (\$352,535).

By Resolution No. 24-429 (August 27, 2024), the Dakota County Board of Commissioners authorized a first contract amendment with WSB LLC (DCA21196.1) to provide right of way acquisition services and environmental review services for a new total contract value of \$513,735.

By Resolution No. 24-429 (August 27, 2024), the Dakota County Board of Commissioners authorized splitting the initial project into two phases to allow an efficient construction sequence between the federally funded mill and overlay versus signal replacements and Garrett Avenue improvements. The first phase (CP 42-172) is the federally funded mill and overlay, scheduled to begin in the early summer of 2025. The second phase (CP 42-177) will begin construction in 2026 and consists of Garrett Avenue improvements and signal replacement, and a signal replacement at Pilot Knob Road (CSAH 31).

WSB was initially contracted to perform traffic analysis and recommend intersection safety improvements at Garrett Ave and Pilot Knob Road with the signal replacements at the two intersections. The project scope, design complexity, and coordination with all the stakeholders have continued to evolve requiring additional design services and WSB’s staff time not included in the original scope of services. WSB’s additional tasks include:

- Furnish multiple conceptual design layouts
- Furnish cost analysis of preferred design layouts
- Provide additional coordination with City and County staff
- Provide recommendations for the best-suited intersection safety improvements
- Split the engineering plans and re-position their staff to produce two separate project designs
- Coordinate agencies’ submittal sequence between the two projects, particularly Federal approvals for making changes to the initial scope of federal mill & overlay, ADA improvements and signal replacements

The design add-on required extensive agency coordination and assistance for the County and the City to understand the budget needs. In addition, the design add-on prompted additional public engagement.

Staff requested WSB LLC to provide an updated design quote to complete both projects and maintain the intended construction schedules for both projects. Staff worked with WSB LLC to include additional out-of-scope services at a negotiated cost of \$114,979, resulting in a total contract value of \$628,714. The requested contract amendment amount of \$114,979 will be split with the following amounts between the two projects based on projected staff time on the remaining tasks of each project.

CP 42-172 \$30,000
 CP 42-177 \$84,979

The 2025 Transportation Capital Improvement Program (CIP) Approved Budget has sufficient funds for the requested contract amendment.

RECOMMENDATION

Staff recommends authorizing the second contract amendment with WSB LLC to complete the design, stakeholder coordination, and agency submittals and achieve the intended construction schedules for the federal mill and overlay (CP 42-172) and the intersection safety improvements, including signal replacements on CSAH 42 at Garrett Ave and Pilot Knob Road in Apple Valley. The 2025 Transportation CIP Adopted Budget has sufficient funds for the requested contract amendment.

EXPLANATION OF FISCAL/FTE IMPACTS

The second contract amendment of WSB LLC’s design contract at a value not to exceed \$30,000 for CP 42-172 and \$84,979 for CP 42-177; a total amendment of \$114,979 would bring the WSB LLC’s total contract value to \$628,714. The 2025 Transportation CIP Approved Budget has sufficient funds for the requested contract amendment to conclude CP 42-172 and CP 42-177.

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

RESOLUTION

WHEREAS, Dakota County is proceeding with County Project (CP) 42-172, the County State Aid Highway (CSAH) 42 federal mill and overlay, and Americans with Disabilities Act (ADA) improvements in the City of Apple Valley; and

WHEREAS, the purpose and need for CP42-172 is to preserve the paved highway surface and improve safety, multi-modal mobility, and traffic operations on CSAH 42; and

WHEREAS, Dakota County is proceeding with CP 42-177, the Garrett Ave intersection modifications and signal replacements at Garrett Ave and CSAH 31 (Pilot Knob Road) in the City of Apple Valley on County State Aid Highway (CSAH) 42 in the City of Apple Valley; and

WHEREAS, the purpose and need for CP42-177 is to expand a City street, modify an intersection, and replace the aging signal systems on CSAH 42; and

WHEREAS, by Resolution No. 23-602 (December 19, 2023), the Dakota County Board of Commissioners authorized the execution of a design services contract (DCA21196) with WSB LLC to perform preliminary and final design engineering consulting services for a total contract amount of \$352,535; and

WHEREAS, by Resolution No. 24-429 (August 27, 2024), the Dakota County Board of Commissioners authorized the first contract amendment with WSB LLC (DCA21196.1) to provide right-of-way acquisition services and environmental review services for a total contract value of \$513,735; and

WHEREAS, the 2025 Transportation Capital Improvement Program (CIP) Adopted Budget has sufficient funds for the requested contract amendment for CP 42-172; and

WHEREAS, the 2025 Transportation CIP Adopted Budget has sufficient funds for the requested contract amendment for CP 42-177; and

WHEREAS, the cost of the additional out-of-scope work, unforeseen design tasks, coordination, and professional services to be performed by WSB LLC is \$30,000 for CP 42-172; and

WHEREAS, the cost of the additional out-of-scope work, unforeseen design tasks, coordination, and professional services to be performed by WSB LLC is \$84,979 for CP 42-177; and

WHEREAS, WSB LLC's new contract amount is not to exceed \$628,714 for the completion of the final design and coordination for CP 42-172 and CP 42-177; and

WHEREAS, engineering design and construction costs will be shared between Dakota County and the City of Apple Valley in accordance with the adopted County policy; and

WHEREAS, the County Engineer recommends executing the second contract amendment with WSB LLC.

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

authorizes the Physical Development Director to amend the contract value of \$513,735 with WSB LLC to add an amount of \$114,979 for a total contract amount not to exceed \$628,714, including reimbursables, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

23-602; 12/19/23

24-429; 08/27/24

ATTACHMENTS

Attachment: Location Map CP 42-172

Attachment: Location Map CP 42-177

Attachment: WSB - Quote for Additional Design Services

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

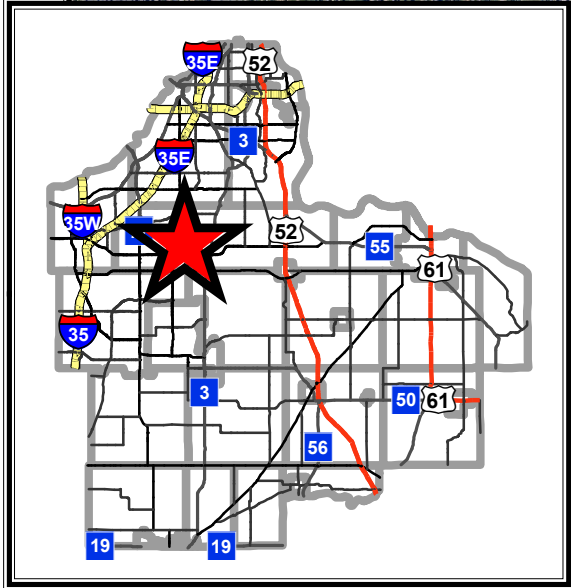
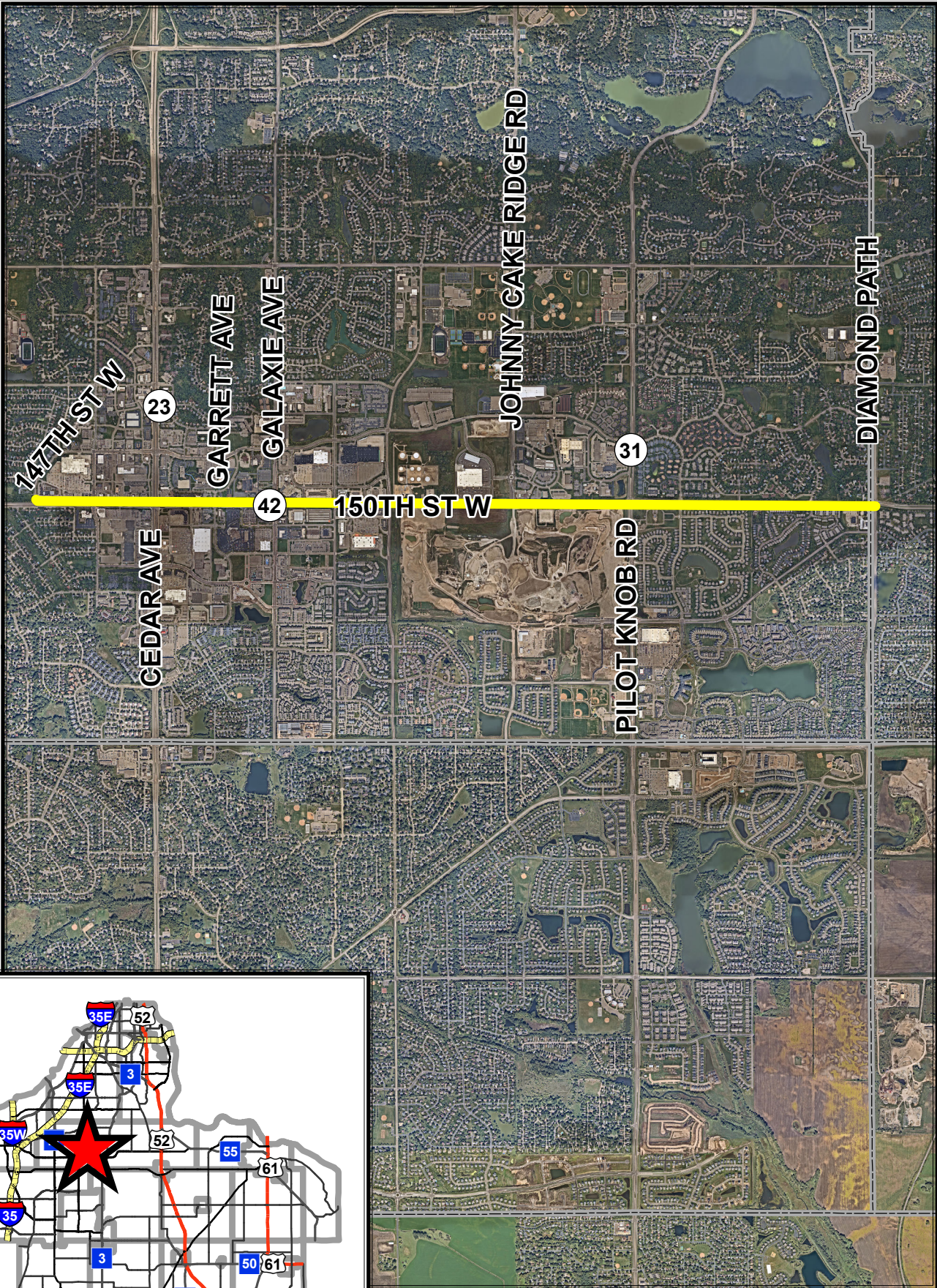
Excellence in Public Service

CONTACT

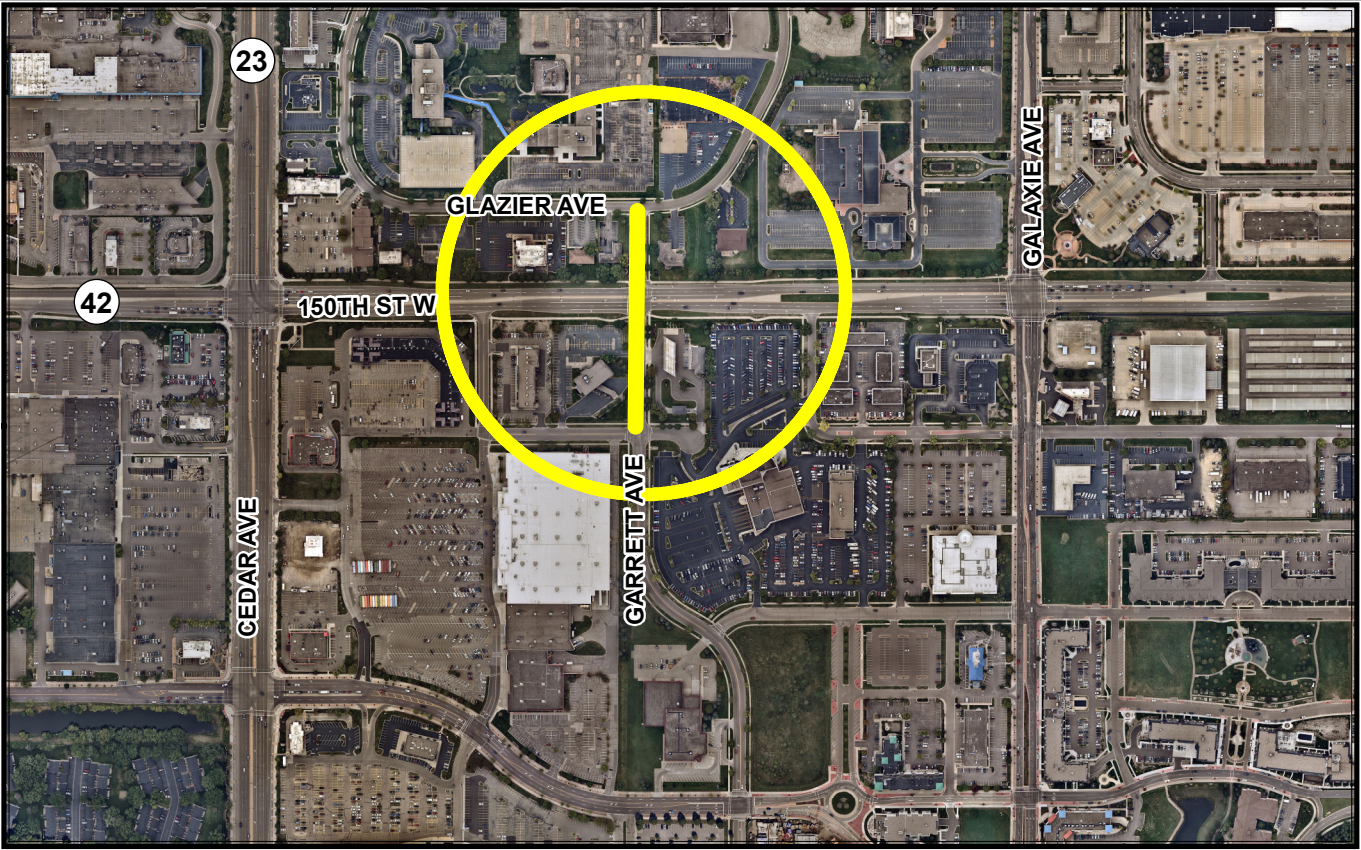
Department Head: Erin Laberee

Author: Saeed Kanwar

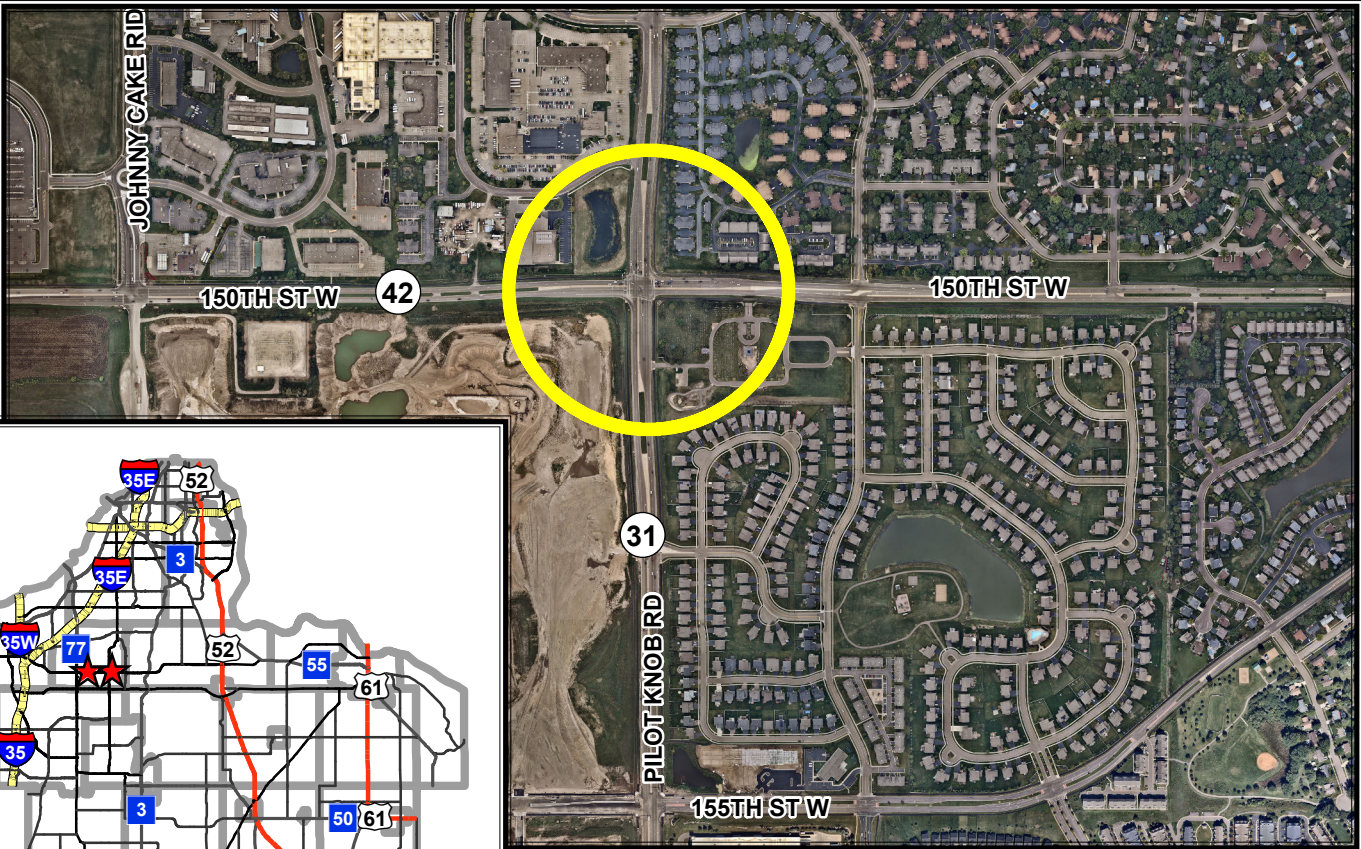
Prepared by Dakota County Physical Development Division



County Project 42-172



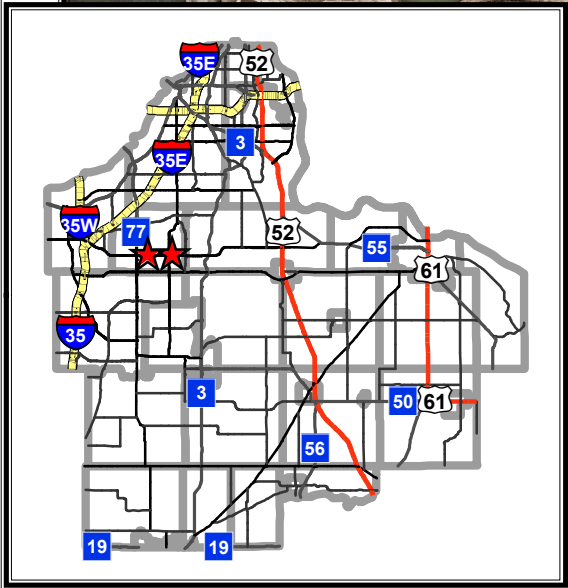
Garret Avenue/County Road 42 Intersection Improvements



Pilot Knob Road/County Road 42 Intersection Improvements

County Project 42-177

Prepared by Dakota County Physical Development Division



CSAH 42 M&O and Intersections (CP 42-172 & CP 42-177)

Amendment No. 2 - Design

Monday, January 6, 2025



Mr. Saeed Kanwar
Senior Project manager – Dakota County
14955 Galaxie Avenue, 3rd Floor
Apple Valley, MN 55124

Re: Amendment No. 2 – Design
CSAH 42 Project (CP 42-172 & CP 42-177)

Dear Mr. Kanwar,

Please review WSB's proposal to supplement the preliminary and final design contract for CP 42-172. The requested amendment will equip WSB's team to conclude the out-of-scope design activities and coordination for a second project that was added to the project.

WSB completed the traffic analysis during the preliminary engineering phase that included the Garrett Ave and Pilot Knob intersections in the summer of 2024. The result of the analysis recommended the intersection safety improvements, particularly at the Garrett Ave intersection.

The County and the City elected to separate the intersection projects resulting in a new project (CP 42-177) for signal replacements at Garrett Ave and Pilot Knob Road and incorporate the Garrett Ave expansion. This allowed an efficient construction sequence between the two projects that includes MnDOT Federal Aid process for mill & overlay, as well as County and City coordination for signal replacements and Garrett Ave expansion project.

The added extensive coordination, various conceptual reviews by all the stakeholders to narrowing down a preferred design layout and added steps for public engagement regarding Garrett Ave expansion added a significant number of hours to WSB's design scope. This amendment will ensure a successful design completion for both projects: CP 42-172 & CP 42-177.

With the contract amendment, our team will provide the following scope of services (note, identified tasks below correlates with the current contract):

Task 1: Project Management

- General project management, status reports, coordination activities – including additional Project Management Team (PMT) Meetings and bi-weekly (PM only) meetings.

Task 4: Survey and ROW

- Complete draft and final parcel sketches (assume 21 parcels).

Task 7: Final Design

- Complete construction plans at 60/90/100% stages, along with providing draft special provisions & draft estimates at the 60 and 90% stages. 100% final plans will include final special provisions and estimates to be incorporated with the bidding documents.

Please refer to the attached project fee spreadsheet for details. The total fee for the proposed amendment is **\$114,979.00**.

The total contract value will be \$628,714.00 once amendment no. 2 is approved.

The requested contract amendment amount of \$114,979. The following budget split reflects the projected hours needed to finish design, and agency submittals, coordination, and public engagement for both projects:

- CP 42-172 - \$30,000
- CP 42-177 - \$84,979

Sincerely,

A handwritten signature in black ink, appearing to read "Danilo Sosa, Jr.", written over a horizontal line.

Danilo (DJ) Sosa, Jr. P.E.
Principal / Sr. Project Manager

EXHIBIT
FEE ESTIMATE - Amendment No. 2
 CSAH 42 Resurfacing (CP 42-172 + CP 42-177)
 Final Design, Traffic Analysis, and Public Involvement
 Dakota County



TASK	DESCRIPTION	Project Manager	Quality Manager	Roadway Engineer / Utility Coordinator	Roadway Design Support	ADA Engineer	Traffic Engineer	Traffic Signal Designer	Traffic Tech	Hydraulics Engineer	Hydraulics Support	Total Hours	Total Fee
1.0 Project Management	1.1 Bi-weekly Meetings (assume 10 - 30 mins)	10		15			5					30	\$5,905
	1.2 Kickoff & PMT Meetings (assume 5 - 1 hr)	25		25								50	\$10,400
	1.3 Quality Management Plan & QC/QA											0	\$0
2.0 Public and Agency Involvement	2.1 Public Involvement Plan (PIP)											0	\$0
	2.2 Public Involvement Kickoff Meeting											0	\$0
	2.3 Open House (two in-person meetings w/ virtual recordings)											0	\$0
	2.4 Small Group Meetings (assume 5 - 1 hr)											0	\$0
	2.5 Newsletters (assume 3) & Exhibits											0	\$0
3.0 Public and Private Utility Identification and Coordination	3.1 Storm & Sanitary Sewer Analysis for Repairs											0	\$0
	3.2 GSOC & Map Existing Utilities											0	\$0
	3.3 Utility Coordination Meetings (assume 2 - 1 hr)											0	\$0
4.0 Survey and ROW	4.1 Field Survey, Prepare, and Submit Data											0	\$0
	4.2 Construction Limits Development											0	\$0
	4.3 Provide Proposed ROW & Easement Areas	16		40	40	24						120	\$20,312
5.0 Preliminary Engineering	5.1 Traffic Counts & Analysis											0	\$0
	5.2 Stormwater Hydraulic Analysis											0	\$0
	5.3 Signal Replacement Design											0	\$0
	5.4 ADA Field Walk & Design											0	\$0
	5.5 Layout Development											0	\$0
6.0 Typical Sections	6.1 Typical Sections										0	\$0	
7.0 Final Design	7.1 30% plans & estimate											0	\$0
	7.2 60% plans & estimate		2	64	80	8	16	24	24	4	32	254	\$39,474
	7.3 90% plans, specs, & estimate		2	44	40	8	8	24	24	2	8	160	\$24,830
	7.4 100% plans, specs, & estimate		2	40	40		4				4	90	\$14,058
	7.5 MnDOT Federal Aid Coordination / Prep Bid Package											0	\$0
8.0 Obtain Permits and Approvals	8.1 Identify Permits											0	\$0
	8.2 Permit Agency Meetings (assume 4 - 1 hr)											0	\$0
	8.3 Submit and Obtain Permits											0	\$0
	8.4 Agreement Coordination with MnDOT											0	\$0
9.0 Environmental Documents	9.1 Draft Environmental Document											0	\$0
	9.2 Final Environmental Document											0	\$0
10.0 Additional Task	10.1 Construction Supplement										0	\$0	
Total Fee													\$114,979
Total Hours		51	6	228	200	40	33	48	48	6	44	704	
<i>Hourly Rates</i>		\$237	\$237	\$179	\$126	\$180	\$170	\$184	\$99	\$220	\$176		
Labor Total		\$12,087	\$1,422	\$40,812	\$25,200	\$7,200	\$5,610	\$8,832	\$4,752	\$1,320	\$7,744		\$114,979
Expenses (Travel, Mailings, Prints)													\$0
Total Expenses													\$0
Total Project Fee													\$114,979



Board of Commissioners

Request for Board Action

Item Number: DC-4161

Agenda #: 11.5

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For County State Aid Highway 28 Roadway Improvements, County Project 28-76

PURPOSE/ACTION REQUESTED

Authorize the execution of a Joint Powers Agreement (JPA) with the City of Inver Grove Heights to establish roles, responsibilities, and cost share for County State Aid Highway (CSAH) 28 Roadway Improvements, County Project (CP) 28-76.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 28-76, the CSAH 28 Roadway Improvements (Attachment: Project Location Map). County Project 28-76 consists of a lane reduction, pedestrian crossing improvements, signal revisions, and a signal replacement along CSAH 28 between Babcock Trail and Blaine Avenue.

A JPA between the County and the City of Inver Grove Heights is necessary to outline cost participation and responsibilities for the design, right of way acquisition, and construction of CP 28-76. Costs will be shared in accordance with multiple sections of the adopted Cost Share Policy from the Dakota County 2040 Transportation Plan.

The County is the lead agency for the project, and construction is anticipated to start in the spring of 2025.

RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of Inver Grove Heights to formalize cost contributions and responsibilities for CP 28-76.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2024 Transportation Capital Improvement Program (CIP) Adopted Budget was administratively amended in early 2025 to shift funding in the amount of \$1,513,000 for construction of CP 28-76 from CP 28-66 CSAH funds. Sufficient funds are available to authorize the execution of the JPA.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 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, a joint powers agreement between the County and the City of Inver Grove Heights is necessary to outline cost participation and responsibilities for CP 28-76; and

WHEREAS, the cost participation will be in accordance with the adopted Cost Share Policy F.1 Replacement and Modernization, Lane Reduction, F.4 Replacement and Modernization, Signal Replacement and Modernization, and F.15 Management, Small Safety Projects.

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 Inver Grove Heights for County Project 28-76.

PREVIOUS BOARD ACTION

23-538; 11/28/23

ATTACHMENTS

Attachment: Project Location Map

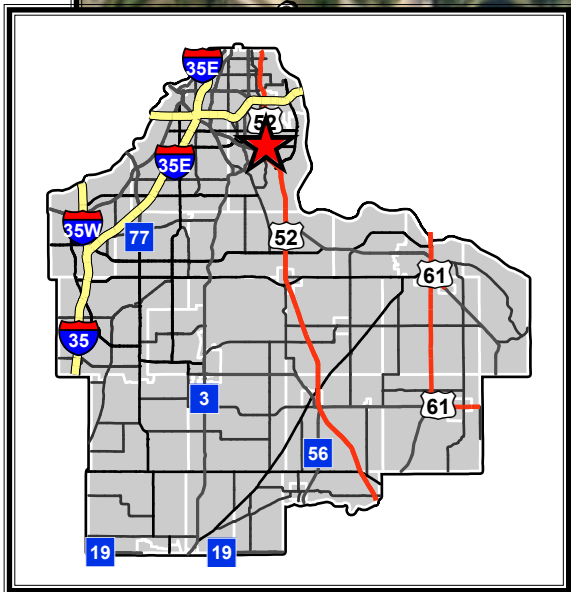
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Keelee Roggenbuck



CP 28-76



Board of Commissioners

Request for Board Action

Item Number: DC-4183

Agenda #: 11.6

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Amendment To Contract With Alliant Engineering, Inc., For County Road 86 Railroad Bridge Inspection, Material Testing, And Track Monitoring Services In Castle Rock Township, County Project 86-34

PURPOSE/ACTION REQUESTED

Authorize execution of an amendment to the contract with Alliant Engineering, Inc., for inspection, material testing, and track monitoring for the construction of the railroad bridge over County State Aid Highway (CSAH) 86.

SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County is replacing the original timber railroad bridge over CSAH 86 as part of the roadway reconstruction project (County Project 86-34) as shown on the attached Location Map.

Alliant Engineering, Inc., has been contracted to inspect the construction and track monitoring of the railroad bridge. The railroad requires the tracks to be monitored for deflection three times a day, seven days a week, while the bridge is being constructed. The construction of the bridge has taken longer than anticipated, which increases the hours of construction inspection and the days of track monitoring.

The current contract amount is \$599,910, and the bridge completion date is currently spring 2025. The inspection, material testing, and track monitoring are required until the construction is completed, and the trains are switched over to the new bridge. Track cutover is not allowed until the ground is thawed so that the track monitoring will continue. Costs are now nearing the original contract amount and will soon exceed it.

The requested \$254,000 will extend the testing contract through spring, when the project is expected to be completed. The attached Revised Scope and Fee Proposal outlines the changes.

RECOMMENDATION

Staff recommends authorizing the execution of an amendment to the contract with Alliant Engineering, Inc., in the amount of \$254,000 funded by Sales and Use Tax.

EXPLANATION OF FISCAL/FTE IMPACTS

The entire project, both roadway and bridge, is funded through Transportation Sales and Use Tax. Sufficient project funds are available.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is replacing the original timber railroad bridge over County State Aid Highway 86; and

WHEREAS, a contract was executed with Alliant Engineering, Inc., for the inspection, material testing, and track monitoring; and

WHEREAS, the current contract amount is \$599,910; and

WHEREAS, the bridge completion date is spring 2025, with track cutover to occur after the ground thaws; and

WHEREAS, staff recommends authorizing the execution of an amendment to the contract with Alliant Engineering, Inc., in the amount of \$254,000 funded by Sales and Use Tax.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute an amendment to the contract with Alliant Engineering, Inc., in the amount of \$254,000 for ongoing construction inspection, material testing, and track monitoring for the railroad bridge included in County Project 86-34, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

Attachment: Revised Scope and Fee Proposal

BOARD GOALS

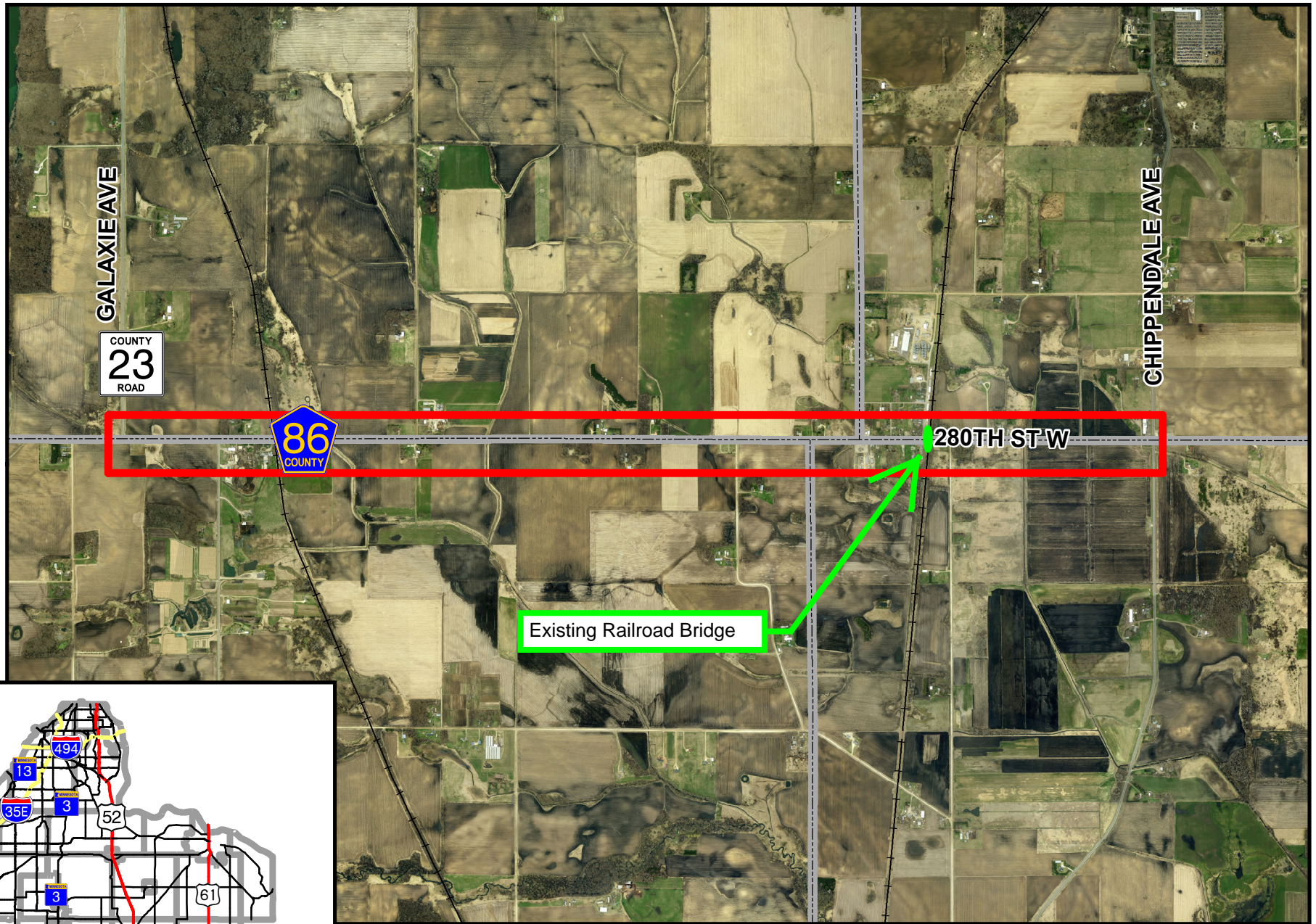
- A Great Place to Live A Healthy Environment
 A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol

Prepared by the Dakota County Transportation Department



County Project 86-34



ALLIANT

February 4, 2025

Jeannine Briol, PE
Construction Engineer
Dakota County Transportation Department

RE: **CSAH 86 Reconstruction Project
Scope and Fee Proposal for Supplemental Agreement No. 1**

Dear Ms. Briol:

Alliant Engineering has appreciated the opportunity to work with you on the CSAH 86 Reconstruction Project. As we have previously discussed, several factors have contributed to a longer project schedule and additional unanticipated effort in construction surveying. We are continuing to perform our required work on the project but would like to recognize and solidify the added scope at this time.

Our original proposal did not include construction surveying services for continuous monitoring of the temporary rail shoofly. In March 2024, Alliant was directed to perform displacement monitoring of the temporary rail shoofly and sheet pile shoring. Following railroad guidelines, this monitoring was performed three times per day, seven days per week. This effort continued throughout 2024 until Dakota County implemented a remote monitoring system in December 2024.

In addition, our original proposal anticipated this project would be complete in October of 2023. The currently anticipated completion of the bridge portion of the project is now sometime in Spring 2025. This extended project schedule has resulted in additional effort in on site construction inspection and expenses.

We respectfully request an amendment to our contract in the amount of \$254,000 to account for these additional services. This amount is derived as follows:

Rail monitoring effort:	797 hours @ \$185/hour = \$147,445
Additional inspection effort:	789 hours @ \$135/hour = <u>\$106,515</u>
	Total Amount = \$254,000

We again thank you for the opportunity to work with Dakota County on this project and appreciate your consideration of this request. If you have any questions about this scope and fee or want to discuss in further detail, please contact me at 612-701-0479 or mjaster@alliant-inc.com.

Sincerely,

Mark Jaster, PE
Director of Construction Services



Board of Commissioners

Request for Board Action

Item Number: DC-4205

Agenda #: 11.7

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Approve Contract Amendment With McNamara Contracting, Inc. And Amend 2025 Capital Improvement Program Budget For 2024 Preservation Of Paved Trails And Facilities Project

PURPOSE/ACTION REQUESTED

Authorize a contract amendment with McNamara Contracting, Inc., for additional contract costs on the 2024 Preservation of Paved Trails and Facilities Project and amend the 2024 Capital Improvement Program (CIP) Budget.

SUMMARY

To promote a safe and efficient transportation system, Dakota County proceeded with the 2024 Preservation of Paved Trails and Facilities Project (Attachment: Location Map). The 2024 preservation work included resurfacing of trails and parking lots. The work began in September and is essentially complete with only minor turf establishment remaining.

By Resolution No. 24-384 (July 9, 2024), the County Board awarded the project to McNamara Contracting, Inc., in the amount of \$1,379,518. Note that the contract amount was 27 percent under the Engineer’s estimate.

Construction costs have increased by \$136,561 or 9.9 percent due to adjustment of manholes and gate valves, higher quantities of pavement, and additional turf establishment. A list of item overruns is summarized in Attachment: Cost Increase Summary.

RECOMMENDATION

Staff recommends authorizing a contract amendment in the amount of \$136,561 for a revised contract amount of \$1,516,079 and a budget amendment in the amount of \$71,291.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2024 CIP has a total adopted budget of \$2,800,000 for the Preservation of Trails and Facilities Project. This includes the Transportation CIP Adopted Budget, which includes \$1,100,000 for Pedestrian and Bicycle Facilities, the Parks CIP Adopted Budget of \$1,500,000 for Greenway Preservation and Parks Asset Preservation projects, and the Facilities CIP adopted budget of \$200,000 for Parking Lots Seal and Repair. A budget amendment in the amount of \$71,291 is requested for the increased construction cost.

- None Current budget Other

Amendment Requested

New FTE(s) requested

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system, Dakota County proceeded with the 2024 Preservation of Paved Trails and Facilities project; and

WHEREAS, the 2024 preservation work included resurfacing of trails and parking lots; and

WHEREAS, the work began in September and is essentially complete with only minor turf establishment remaining; and

WHEREAS, by Resolution No. 24-384 (July 9, 2024), the County Board awarded the project to McNamara Contracting, Inc., in the amount of \$1,379,518; and

WHEREAS, construction costs have increased by \$136,561 or 9.9 percent due to adjustment of manholes and gate valves, higher quantities of pavement, and turf establishment; and

WHEREAS, staff recommends authorizing a contract amendment in the amount of \$136,561 for a revised contract amount of \$1,516,079, and a budget amendment of \$71,291; and

NOW THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the contract amendment and authorizes the Physical Development Director to execute a contract amendment with McNamara Contracting, Inc., for the 2024 Preservation of Trails and Parking Lot Project, in the amount of \$136,561, subject to approval by the County Attorney’s Office as to form; and

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

Expense

2024 Preservation of Paved Trails and Facility	\$71,291
2024 Parks CIP (Parks Asset Preservation)	(\$54,012)
2024 Facilities CIP (Parking Lots Seal & Repair)	(\$15,568)
2024 Transportation CIP (Ped. And Bicycle facilities)	<u>(\$ 1,711)</u>
Total Expense	\$0

PREVIOUS BOARD ACTION

24-384; 7/9/24

ATTACHMENTS

Attachment: Location Map

Attachment: Cost Increase Summary

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

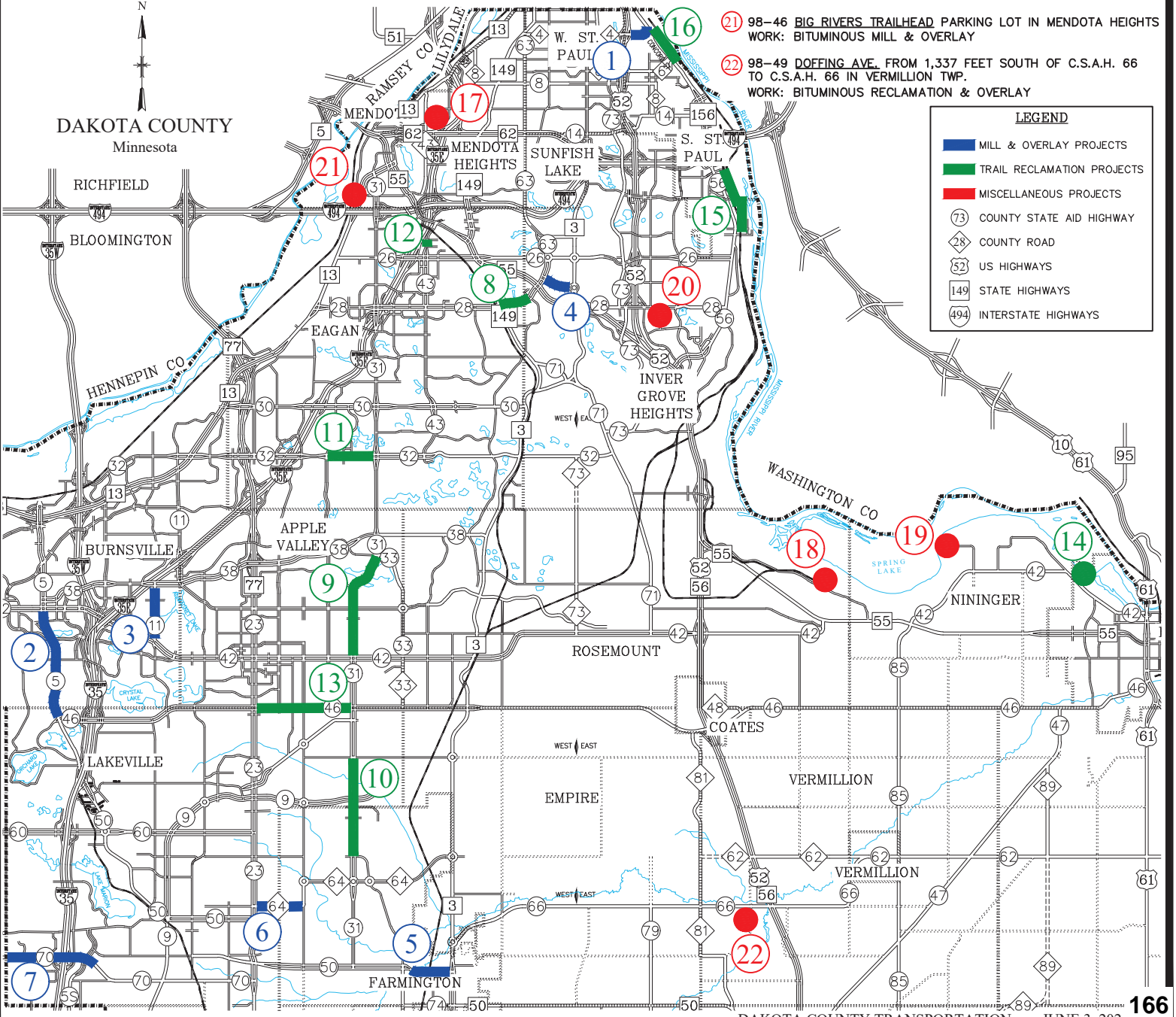
CONTACT

Department Head: Erin Laberee

Author: Todd Howard

2024 PAVEMENT PRESERVATION

- ① 04-20 C.R. 4 FROM T.H. 52 TO CONCORD STREET IN SOUTH ST. PAUL
WORK: BITUMINOUS MILL & OVERLAY
- ② 05-57 C.S.A.H. 5 FROM C.S.A.H. 46 TO C.S.A.H. 42 IN BURNSVILLE
WORK: BITUMINOUS MILL & OVERLAY, AND SIGNAL SYSTEM & PEDESTRIAN CURB RAMP IMPROVEMENTS
- ③ 11-31 C.S.A.H. 11 FROM C.S.A.H. 42 TO C.S.A.H. 38 IN BURNSVILLE
WORK: BITUMINOUS MILL & OVERLAY
- ④ 28-70 C.S.A.H. 28 FROM C.S.A.H. 63 TO T.H. 3 IN INVER GROVE HEIGHTS
WORK: BITUMINOUS MILL & OVERLAY, BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑤ 50-36 C.S.A.H. 50 FROM VERMILLION RIVER BRIDGE TO T.H. 3 IN FARMINGTON
WORK: BITUMINOUS MILL & OVERLAY
- ⑥ 64-26 C.R. 64 FROM C.S.A.H. 23 TO FLAGSTAFF AVE. IN FARMINGTON
WORK: BITUMINOUS MILL & OVERLAY
- ⑦ 70-24 C.S.A.H. 70 FROM SCOTT/DAKOTA COUNTY LINE TO 850 FEET EAST OF KENRICK AVE. IN LAKEVILLE
WORK: BITUMINOUS MILL & OVERLAY, BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑧ 28-71 C.S.A.H. 28 FROM T.H. 149 TO 77TH ST. IN INVER GROVE HEIGHTS
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑨ 31-116 C.S.A.H. 31 FROM C.S.A.H. 42 TO C.S.A.H. 33 IN APPLE VALLEY
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑩ 31-117 C.S.A.H. 31 FROM 190TH ST. TO 170TH ST. IN FARMINGTON AND LAKEVILLE
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑪ 32-114 C.S.A.H. 32 FROM JOHNNY CAKE RIDGE RD. TO C.S.A.H. 31 IN APPLE VALLEY AND LAKEVILLE
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑫ 43-58 C.S.A.H. 43 FROM KEEFE ST. TO KENNETH ST. IN EAGAN
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑬ 46-62 C.S.A.H. 46 FROM C.S.A.H. 23 TO C.S.A.H. 31 IN APPLE VALLEY AND LAKEVILLE
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑭ 98-33 MISSISSIPPI RIVER GREENWAY DAM TRAIL IN HASTINGS
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑮ 98-48 MISSISSIPPI RIVER GREENWAY 65TH ST. TO HARDMAN AVE. S. IN INVER GROVE HEIGHTS AND SOUTH ST. PAUL
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑯ 98-50 MISSISSIPPI RIVER GREENWAY KAPOSIA LANDING PARK IN SOUTH ST. PAUL
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑰ 98-41 ASPEN HOUSE PARKING LOT IN MENDOTA HEIGHTS
WORK: BITUMINOUS MILL & OVERLAY
- ⑱ 98-42 SPRING LAKE PARK FAHEY TRAILHEAD TRAILS IN ROSEMOUNT
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING
- ⑲ 98-43 SPRING LAKE PARK SCHAAR'S BLUFF TRAILHEAD TRAILS AND EAST/WEST PARKING LOTS IN NININGER TOWNSHIP
WORK: BITUMINOUS TRAIL RECLAMATION & SURFACING, MILL & OVERLAYS
- ⑳ 98-45 INVER GLEN LIBRARY PARKING LOT IN INVER GROVE HEIGHTS
WORK: BITUMINOUS MILL & OVERLAY
- ㉑ 98-46 BIG RIVERS TRAILHEAD PARKING LOT IN MENDOTA HEIGHTS
WORK: BITUMINOUS MILL & OVERLAY
- ㉒ 98-49 DOFFING AVE. FROM 1,337 FEET SOUTH OF C.S.A.H. 66 TO C.S.A.H. 66 IN VERMILLION TWP.
WORK: BITUMINOUS RECLAMATION & OVERLAY



LEGEND

- MILL & OVERLAY PROJECTS
- TRAIL RECLAMATION PROJECTS
- MISCELLANEOUS PROJECTS
- ⑦③ COUNTY STATE AID HIGHWAY
- ②⑧ COUNTY ROAD
- ⑤② US HIGHWAYS
- ①④⑨ STATE HIGHWAYS
- ④⑨④ INTERSTATE HIGHWAYS

Item/Type of Work	Additional Cost	Notes
Adjust Manholes	\$ 75,272.00	Manhole adjustments were required in the pavement on CSAH 31, 32, 43 and 46.
Additional paving	\$ 37,304.00	Storm sewer was reinstalled between two structures to accommodate the watermain and hydrant lead.
Turf establishment	\$ 15,744.00	Additional topsoil, mulch and seed were needed
Aggregate base	\$ 5,127.00	Additional aggregate was needed on projects
Curb and gutter	\$1,960	storm sewer water main resulted in a re-design additional piping, two manholes and labor to prep the work and rework required.
Traffic control	\$ 1,154.00	Portable message signs were used to communicate with motorists.
	\$ 136,561.00	



Board of Commissioners

Request for Board Action

Item Number: DC-4219

Agenda #: 11.8

Meeting Date: 2/18/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Construction Contract With Park Construction Company, Amend Design Contract With Bolton & Menk, Inc., And Amend 2025 Transportation Capital Improvement Program Budget For County State Aid Highway 26 (Lone Oak Road) Roadway Improvements In City Of Eagan, County Project 26-67

PURPOSE/ACTION REQUESTED

- Award bid and authorize a contract with Park Construction Company for the County State Aid Highway (CSAH) 26 (Lone Oak Road) Roadway Improvements for County Project (CP) 26-67 (Attachment: Project Location Map) in the City of Eagan.
- Authorize a third contract amendment with Bolton & Menk, Inc., to complete final design.
- Authorize the amendment of the adopted 2025 Transportation Capital Improvement Program (CIP) Budget.

SUMMARY

To provide a safe and efficient transportation system Dakota County is proceeding with CP 26-67 in the City of Eagan. County Project 26-67 is planned to provide improvements to CSAH 26 (Lone Oak Road) from Trunk Highway (TH) 13 to I-35E in Eagan. The corridor segment between TH 13 and CSAH 31 (Pilot Knob Road) includes a multi-use trail as part of the School Area Safety Assessment recommendations for Pilot Knob STEM School and a roadway lane reduction from four to three lanes planned for the segment from CSAH 31 to I-35E. This project will improve CSAH 26 roadway operations, make safety improvements, and include pedestrian amenities. Originally programmed as two separate projects (CP 26-66 and CP 26-67) in Dakota County's 2022-2026 CIP, the two projects were combined into one project in the 2023-2027 CIP. Construction is planned for the spring of 2025.

Bids Received: County Project 26-67 construction bids were received and tabulated on February 12, 2025.

Five bidders submitted bids as follows:

<u>Bid Name</u>	<u>Total Amount</u>
Park Construction Company	\$7,033,172.20
Max Steininger, Inc. - Member	\$7,042,601.17
Eureka Construction, Inc.	\$7,450,604.40
Valley Paving, Inc	\$7,672,038.29
Meyer Contracting Inc.	\$7,853,007.95

Engineer's Estimate: \$8,271,430.98

The lowest responsive and responsible bid for CP 26-67 is from Park Construction Company in the amount of \$7,033,172.20, which is 14.97 percent below the engineer's estimate of \$8,271,430.98. Staff has reviewed the bids and determined that the bid was competitive at the time of bidding.

The County Board initially authorized a contract with Bolton & Menk, Inc., for \$381,381 by Resolution No. 22-043 (January 18, 2022), covering preliminary engineering for CP 26-66 and final design for CP 26-67. Federal funding of \$4,740,000 for the project was secured for CP 26-66, prompting adjustments to the contract to expand the project scope to include reconstruction of the segment on Lone Oak Road from TH 13 to Pilot Knob Road. This scope change necessitated a first contract amendment of \$488,985 authorized by Resolution No. 23-426 (September 26, 2023) to consolidate both projects under CP 26-67. This was followed by a second contract amendment in the amount of \$92,000 by Resolution No. 24-386 (July 30, 2024), raising the total contract amount to \$962,366. These modifications to the design contract over the project life cycle addressed evolving project requirements, modifications to the design to minimize property owner impacts, and incorporated public feedback, ultimately advancing the project toward its planned 2025 construction.

Towards completion of the design, the project team encountered the need for changes outside of the anticipated scope to meet agency and City partner needs. To address these changes, County staff requested Bolton & Menk, Inc., to provide a third contract amendment memorandum to outline the scope and cost of services to complete the final design. County staff negotiated the fee scope with Bolton & Menk, Inc., for a third amendment cost of \$38,050, increasing the total final design contract amount to \$1,000,416. The total amended contract value represents 14 percent (\$1,000,416) of the construction low-bid amount (\$7,033,172.20), which is typically between 10 to 15 percent for Federal projects. A more detailed description of all tasks associated with the negotiated scope increase was provided by Bolton & Menk, Inc. (Attachment: Amendment Memorandum 3).

A summary of the additional tasks includes:

- Task 1 - Project Management
 - Extension of project management schedule for finalization of the design plans
- Task 9 - Traffic Analysis
 - Additional coordination and modification of Signal Justification Reports with the transition of traffic staff and incorporating new Eagandale Boulevard traffic counts to review traffic signal warrants following completion of the report.
- Task 10 - Roadway Engineering Design Changes
 - Vince Trail Geometrics:
 - Design modifications for the Vince Trail intersection, which involved creating new geometric designs to accommodate the City's snowplows.
 - Private Driveways:
 - Modification of design files, plan sheets, quantities, and cost estimates following the 95 percent plan submittal stemming from the redesign of six private driveways to reduce running slopes of approach panels.
 - Pilot Knob Signal Plan Modifications:
 - Plan modifications requested by staff to display existing and proposed conditions

differently following the 95 percent plan submittal.

Budget Amendment

To proceed with the project, the adopted 2025 Transportation CIP Budget needs to be amended to increase the project budget by an additional \$490,000 to account for the Bolton & Menk contract amendment #3 and to award the construction contract. A budget amendment is requested to transfer \$410,000 of Transportation Fund Balance funds to CP 26-67 and \$80,000 Local City share for a total budget increase of \$490,000 to complete the project.

RECOMMENDATION

Staff recommends authorization to award the bid and execution of a construction contract with Park Construction Company, in the amount of \$7,033,172.20, and recommends authorization for executing the third contract amendment with Bolton & Menk, Inc., in the amount of \$38,050.00, increasing the total contract amount not to exceed \$1,000,416.00 for CP 26-67.

Staff further recommends amending the adopted 2025 Transportation CIP Budget for CP 26-67 by transferring \$410,000 of Transportation Fund Balance funds to CP 26-67, and \$80,000 Local City share for a total budget increase of \$490,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program has a total adopted budget of \$8,690,000 for consultant services, land acquisition, and construction costs for CP 26-67. Land acquisition costs may finalize significantly less than what was budgeted in the CIP, to which those funds will be utilized for the construction phase. A budget amendment in the amount of \$490,000 is necessary to proceed with construction in the spring of 2025.

Sufficient funds are available in the Transportation Fund Balance. A budget amendment is requested to transfer \$410,000 of Transportation Fund Balance funds to CP 26-67, and \$80,000 Local City share for a total budget increase of \$490,000. The cost share for the project is 85 percent County, 15 percent City.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County (County) is proceeding with County Project (CP) 26-67, the reconstruction of County State Aid Highway (CSAH) 26 from Trunk Highway (TH) 13 to CSAH 31 and a lane reduction of CSAH 26 from CSAH 31 to I-35E in the City of Eagan; and

WHEREAS, CP 26-67 includes a trail as part of the School Area Safety Assessment recommendations for Pilot Knob STEM School from TH 13 to CSAH 31; 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, bids for construction were received and tabulated on February 12, 2025 with Park Construction Company providing a bid of \$7,033,172.20 as the lowest responsive and responsible bid received; and

WHEREAS, as required by the Federal Highway Administration (FHWA), award of the project cannot take place prior to the Minnesota Department of Transportation (MnDOT) Office of Civil Rights (OCR) clearance of Disadvantaged Business Enterprise (DBE); and

WHEREAS, the execution of a construction contract with Park Construction Company will not be fully executed until MnDOT OCR clearance is received; and

WHEREAS, staff recommends awarding the bid to Park Construction Company after clearances from the MnDOT OCR are received, subject to form by the County Attorney's Office; and

WHEREAS, by Resolution No. 22-043 (January 18, 2022), the County executed contract with Bolton & Menk, Inc., in an amount of \$381,381 for preliminary engineering of CP 26-66 and CP 26-67 corridor improvements; and

WHEREAS, by Resolution No. 23-426 (September 26, 2023), the County Board authorized the first contract amendment with Bolton & Menk, Inc., to consolidate both projects (CP 26-66 and CP 26-67) under CP 26-67 and add additional engineering design consulting services to the contract in an amount of \$488,985; and

WHEREAS, by Resolution No. 24-386 (July 30, 2024), the County Board authorized a second contract amendment in the amount of \$92,000 due to unanticipated changes related to new environmental coordination needs, complexities in public engagement and roadway design modifications needed to minimize property owner impacts, bringing the current total contract value to \$962,366; and

WHEREAS, during the final design process, the project team encountered the need to address changes to the design outside of the anticipated scope, to which a third contract amendment for engineering design services is necessary to complete the project; and

WHEREAS, staff negotiated an amount of \$38,050 with Bolton & Menk, Inc., for a third contract amendment to complete final design for CP 26-67; and

WHEREAS, the County Engineer recommends the execution of a third contract amendment with Bolton & Menk, Inc., for design engineering services for CP 26-67 in an amount of \$38,050 for a new contract amount not to exceed \$1,000,416.00 including reimbursable items; and

WHEREAS, a budget amendment to the 2025 adopted Transportation CIP Budget is necessary to establish the budget for CP 26-67 to proceed with construction in the spring of 2025; and

WHEREAS, staff recommends a budget amendment to transfer \$410,000 of Transportation Fund Balance funds to CP 26-67, and \$80,000 Local City share for a total budget increase of \$490,000 to allow for the completion of the project.

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

awards the bid to and authorizes the Physical Development Director to execute a contract with Park Construction Company for County Project 26-67 in the amount of \$7,033,172.20 based on their low bid, 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 third contract amendment with Bolton & Menk, Inc., to perform additional engineering consulting services for County Project 26-67 in an amount of \$38,050.00, resulting in a total amended contract not to exceed \$1,000,416.00, subject to approval by the County Attorney's Office as to form; and

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

Expense

County Project 26-67 \$490,000

Total Expense **\$490,000**

Revenue

Dakota County Transportation Fund Balance \$410,000

City's Local Share \$ 80,000

Total Revenue **\$490,000**

PREVIOUS BOARD ACTION

- 20-154; 03/24/20
- 22-043; 01/18/22
- 23-426; 09/26/23
- 23-491; 10/24/23
- 24-386; 07/30/24

ATTACHMENTS

- Attachment: Project Location Map
- Attachment: Amendment Memorandum #3

BOARD GOALS

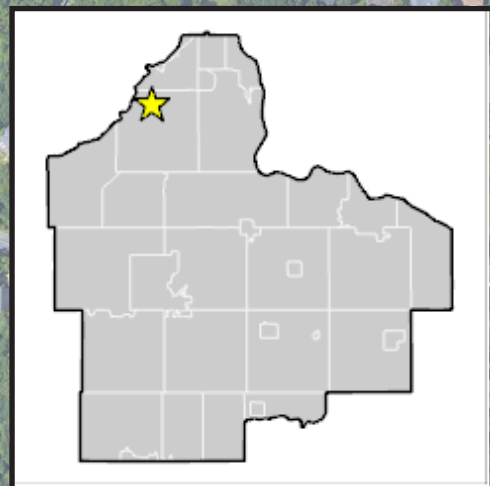
- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

CONTACT

Department Head: Erin Laberee
Author: Hassan Hussein

County Project 26-67

Attachment: Project Location Map



January 2025 Scope Review

This scope review has been prepared for work associated with the CSAH 26 (Lone Oak Road) Improvements project. We have received and addressed final comments from Dakota County, City of Egan, and MnDOT on the 100% plans and all necessary approvals and permits have been obtained to solicit bids for construction beginning in early 2025 and concluding in late 2025. We appreciate the opportunity to discuss all the elements below as unexpected scope of work elements have surfaced since approval of our previous amendment.

Design Fee Assessment

The total estimated construction cost identified in the County's Capital Improvement Program when providing the original proposal for engineering services was \$800,000 for CP 26-66 and \$6,850,000 for CP 26-67. The original scope of work assumed work through preliminary design for CP 26-67 and final design/project bidding for CP 26-66. During the study phase, Dakota County applied for and was successful in obtaining federal funding for corridor improvements from Highway 13 to I-35E. This merged project activities of CP 26-66 and CP 26-67 into a singular project to be delivered for project letting in Fall 2024. As the design progressed, additional efforts were identified and completed related to public engagement, environmental permitting, project design, and pond restoration.

The latest construction cost estimate developed in late December 2024 in conjunction with the 100% Design Plans was \$8,271,430.98. This included an estimated \$1,200,000 in City watermain, pond restoration, and lighting improvements.

The accepted and approved original contract totaled \$381,381 with \$31,030 allocated to Braun Intertec for geotechnical and environmental services. Therefore, the original preliminary and final design fee for Bolton & Menk is \$350,351. Bolton & Menk has since received amendments for full final design services totaling \$580,985. With the additional work outlined below, we are requesting an amendment in the amount of \$38,050.00 for a total contract amount of \$1,000,416.00. The associated design fee as it relates to the percentage of total construction is approximately 12%, which is in line with the industry average for the collective study and design of a federally funded project.

Approved Amendments

The first amendment request for the CSAH 26 (Lone Oak Road) Improvements project was \$488,985.00

The second amendment request for the CSAH 26 (Lone Oak Road) Improvements project was \$92,000.00

This is the third and final amendment request for the CSAH 26 (Lone Oak Road) Improvements project at the amount of \$38,050

CSAH 26 (Lone Oak Road) Improvements Budget Assessment

Active Project Tasks

Task 1: Project Management – Additional Budget Requested

Notes:

- ↑ Schedule Extension – Additional coordination, administration, and project meetings occurred with a longer project schedule than what was planned. 100% PS&E was planned for September 2024. Project work and coordination concluded in January 2025 with increased coordination levels beginning in August 2024.

(Additional Effort Estimated at 40 hrs /\$5,550)

Task 1 Amendment Request \$5,550

Task 9: Traffic Analysis – Additional Budget Requested

Notes:

- ↑ Signal Justification Reports – Additional coordination and modification of SJRs with the transition of traffic staff and incorporating new Eagandale Boulevard traffic counts to review traffic signal warrants following completion of the report.

(Additional Effort Estimated at 20 hrs / \$3,000)

Task 9 Amendment Request \$3,000

Task 10: Roadway Engineering – Additional Budget Requested

Notes:

- ↑ Final Design – Vince Trail Geometrics – The final design modifications for the Vince Trail intersection involved creating new geometric designs to accommodate the city's snowplows, including minimum curb-to-curb dimensions. This process required numerous alternative design options, meetings with city and county officials, and a field demonstration with snowplows to ensure the chosen approach met operational needs.

(Additional Effort Estimated at 100 hrs / \$17,500)

- ↑ Final Design – Private Driveways – Modification of design files, plan sheets, quantities, and cost estimates following the 95% plan submittal stemming from the redesign of six private driveways to reduce running slopes of approach panels. The driveway approach panel grade steepened with the change from B418 curb to B618 curb at these locations. Grades were near/within range for the constrained environment but growing concerns of functionality following construction were the driver for the revisions. Additional coordination and design were required to incorporate design changes.

(Additional Effort Estimated at 60 hrs / \$9,000)

- ↑ Final Design – Pilot Knob Signal Plan Modifications – Plan modifications were requested by staff to display existing and proposed conditions differently following the 95% plan submittal. Plans sheets were duplicated to show existing and proposed conditions separately.

(Additional Effort Estimated at 20 hrs / \$3,000)

Task 10 Amendment Request \$29,500

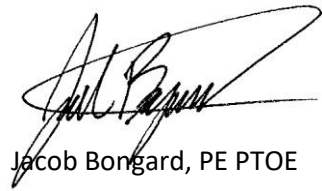
Additional Work Totals

The details outlined above encompass the additional scope and fees incurred due to requested work tasks for the CSAH 26 (Lone Oak Road) Improvements Project. The additional work sums to \$38,050.00 for work tasks completed to-date with the current amendment request to advance the segment of CSAH 26 from Highway 13 to Pilot Knob Road through project letting in Winter 2025.

We are requesting a final amendment in the amount of \$38,050.00 for additional work completed as part of the CSAH 26 (Lone Oak Road) Improvements Project.

Please feel free to reach out upon receipt and I would be happy to discuss the contents of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacob Bongard', written over a horizontal line.

Jacob Bongard, PE PTOE

Principal Transportation Engineer



Board of Commissioners

Request for Board Action

Item Number: DC-4278

Agenda #: 11.9

Meeting Date: 2/18/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Submit Grant Applications To Legislative-Citizen Commission On Minnesota Resources Program

PURPOSE/ACTION REQUESTED

Authorize submission of grant applications to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) program for multiple projects identified in County plans.

SUMMARY

State voters approved a 1988 constitutional amendment establishing the Environment and Natural Resources Trust Fund (ENRTF), in part, "for the public purpose of protection, conservation, preservation, and enhancement of the state's air, water, land, fish, wildlife, and other natural resources." The LCCMR makes ENRTF funding recommendations to the Minnesota (MN) Legislature for special environment and natural resource projects.

Dakota County has received previous ENRTF funding for developing the Farmland and Natural Areas Program, the Vermillion River Corridor Plan, the bison reintroduction project, acquisition of two natural area conservation easements, and has recommended funding for Thompson County Park and Lake Byllesby Regional Park improvements and the Cannon River, Access Acquisition and Restoration Project to the 2025 MN Legislature for approval.

In 2024, state voters overwhelmingly approved reauthorizing the use of lottery-generated proceeds for the ENRTF until 2050. The 2026 LCCMR Request for Proposal (RFP) was issued on January 8, 2025, with approximately \$103 million of ENRTF available from the lottery-generated proceeds through this RFP for projects beginning July 1, 2026. The application deadline is March 19, 2025. The following projects/programs have been identified and recommended for possible grant submissions:

- Lake Byllesby Campground Building - Accessibility and Climate Resiliency Improvements- \$4.4M
- Lebanon Hills Regional Park- West Trailhead Natural Resources Restoration Project and Sustainable Trails Improvements- \$2.6M
- River to River Greenway \$1.4M
- Thompson County Park Master Plan Improvements \$4M
- Veterans Memorial Greenway-Rich Valley Park Main Memorial Trailhead- \$3M

The capital projects above are all either previously approved Parks Capital Improvement Program (CIP) projects or in future CIP planning years.

RECOMMENDATION

Staff recommends a resolution authorizing submission of up to five 2026 funding requests for up to \$15.4M with up to a twenty-five percent match per project

EXPLANATION OF FISCAL/FTE IMPACTS

The grant proposals will request up to \$15.4M in ENRTF funds. Twenty-five percent matching funds are required for capital improvement projects. Funds will be available on July 1, 2026. Most projects funded are two to three years in duration.

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

RESOLUTION

WHEREAS, the state Environment and Natural Resources Trust Fund (ENRTF) was established following voter approval of a 1988 constitutional amendment “for the public purpose of protection, conservation, preservation, and enhancement of the state’s air, water, land, fish, wildlife, and other natural resources”; and

WHEREAS, the Legislative-Citizen Commission on Minnesota Resources (LCCMR) was established to make funding recommendations to the Minnesota Legislature for special projects that help maintain and enhance Minnesota’s environment and natural resources, primarily from the ENRTF; and

WHEREAS, Dakota County has received previous ENRTF funding for developing the Farmland and Natural Areas Program, the Vermillion River Corridor Plan, acquisition and restoration of high-priority natural areas and shoreland projects, and the bison reintroduction project; and

WHEREAS, the LCCMR issued a 2026 Request for Proposals, which includes “Resiliency,” “Water,” “Education and Outdoor Recreation,” “Fish and Wildlife,” “Energy,” “Land” and “Small Projects” as priority funding categories; and

WHEREAS, approximately \$103 million from the ENRTF is projected to be available for LCCMR-recommended projects implemented between July 1, 2026, and June 30, 2028; and

WHEREAS, Dakota County seeks up to \$15.4M for the following projects:

- Lake Byllesby Campground Building - Accessibility and Climate Resiliency Improvements- \$4.4M
- Lebanon Hills Regional Park- West Trailhead Natural Resources Restoration Project and Sustainable Trails Improvements- \$2.6M
- River to River Greenway \$1.4M
- Thompson County Park Master Plan Improvements \$4M
- Veterans Memorial Greenway-Rich Valley Park Main Memorial Trailhead- \$3M

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

the above-referenced projects and authorizes the Physical Development Division Director, or designee, to submit a proposal for funding of these projects on behalf of Dakota County to the Legislative-Citizen Commission on Minnesota Resources in response to the 2026 Environmental and Natural Resources Trust Fund Request for Proposal; and

BE IT FURTHER RESOLVED, That Dakota County understands that grants utilizing the Environment and Natural Resources Trust Fund are generally paid out on a reimbursement basis, and the County has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That Dakota County has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the projects once completed; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Division Director to use the Parks Capital Improvement Program to provide a twenty-five percent match to provide a competitive application for capital improvement projects.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: 2026 ENRTF Request for Proposal

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Legislative-Citizen Commission on Minnesota Resources 2026 ENRTF Request for Proposal



Minnesota's Environment and Natural Resources Trust Fund

Minnesota Constitution Art. XI, Sec.14: "The assets of the fund shall be appropriated by law for the public purpose of protection, conservation, preservation, and enhancement of the state's air, water, land, fish, wildlife, and other natural resources."

Summary

The Legislative-Citizen Commission on Minnesota Resources (LCCMR) welcomes proposals for projects of all sizes that address the priorities and requirements described within this Request for Proposal (RFP) and that aim to protect, conserve, preserve, and enhance Minnesota's air, water, land, fish, wildlife, and other natural resources. The LCCMR reviews applications and makes funding recommendations to the Minnesota Legislature from the Environment and Natural Resources Trust Fund (ENRTF). Approximately \$103 million is available from the Trust Fund through this RFP for projects beginning July 1, 2026. Most projects funded are two to three years in duration. Proposals must be submitted online at lccmrprojectmgmt.leg.mn by March 19, 2025.

Funding Available

Approximately \$103 million is available through this RFP for projects beginning July 1, 2026. The LCCMR makes recommendations to the Minnesota Legislature for funding from the Environment and Natural Resources Trust Fund. Recommended projects must be approved by the 2026 Legislature through an appropriations bill, signed into law by the governor, and have a work plan approved by the LCCMR before funds can be spent. For non-state entities, payment is made by [reimbursement](#) for expenses incurred, and fiscal oversight is provided through a grant agreement with the Minnesota Department of Natural Resources (DNR). Most projects are two to three years long, however more or less time can be requested.

Amount of Request

There is no minimum or maximum request amount. All proposals should strive to maximize efficiency and return on investment for the proposed expenditures.

Applicant Eligibility

The RFP is open to all who want to apply and who have demonstrated financial capacity. Applicants must be available to make a formal presentation to the LCCMR if selected and to be available for staff or commission member questions.

Online Proposal System

All proposals must be submitted through the LCCMR's [online proposal submission system](#). Early account registrations and proposal submissions are strongly encouraged.

Deadline for Submission

Final proposals must be submitted online by March 19, 2025, at 4:30 PM.

Information from this document may be copied and distributed to others. This publication can be made available in alternate formats, such as large print or audio format, upon request.

Legislative-Citizen Commission on Minnesota Resources
Centennial Office Building, First Floor
658 Cedar Street
St. Paul, MN 55155
Phone: 651-296-2406
Email: lccmr@lccmr.mn.gov
Website: www.lccmr.mn.gov

Issued January 8, 2025

Proposal and Appropriation Timeline

LCCMR Members

as of 12/11/2024

Co-Chairs

Nancy Gibson
Rep. Rick Hansen
Sen. Fong Hawj

Co-Vice Chairs

Rep. Jeff Backer
William Faber
Sen. Steve Green

Rep. Patty Acomb
Rita Albrecht
Rep. Josh Heintzeman
Rep. Athena Hollins
Shona Langseth
Sen. Jennifer A. McEwen
Seth Moore
Jeremy Peichel
Sen. Aric Putnam
Michael Reese

LCCMR Staff

Becca Nash, *Director*

Michael Varien, *Assistant Director*

Mike Campana, *Assistant Director*

Noah Fribley, *Project Analyst and Communications Specialist*




Lisa Bigaouette, *Project Analyst and Grants Specialist*

Tom Dietrich, *Project Analyst and Grants Specialist*

Tiffany Schaufler, *Project Analyst and Grants Specialist*

Diana Griffith, *Commission Assistant*

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Up-to-date information on deadlines and meetings can be found on the [meeting schedule page](#) of our website.

December 11, 2024	Funding priorities determined and 2026 RFP adopted.
January 8, 2025	2026 RFP issued.
March 19, 2025	Final submission deadline for proposals responding to 2026 RFP.
Early May 2025	All submitted proposals distributed to LCCMR members for review, evaluation, and ranking.
June 11, 2025	A subset of high-ranking proposals selected for further consideration are invited to give presentations before the LCCMR.
June 24-27, June 30-July 1, 2025	Selected proposals present before the LCCMR.
July 18, 2025	Subset of proposals selected for recommendation to the Legislature for funding.
August–November 2025	Projects recommended for funding begin submitting work plans for LCCMR staff review, and research projects recommended for funding undergo peer review.
December 10, 2025	Funding recommendations are adopted by the LCCMR in legislative bill format, as they will be presented to the Legislature.
January–May 2026	LCCMR recommendations presented to the Legislature for consideration via introduction as an appropriations bill. Bill is considered and acted upon by the Minnesota House and Senate. Upon passage, the bill goes before the governor to be signed into law.
June 2026	LCCMR approves work plans for projects funded.
July 2026	Minnesota DNR sends grant agreements to non-state entities receiving ENRTF funds.
July 1, 2026	Money from the Environment and Natural Resources Trust Fund becomes available for expenditure, and projects with an approved work plan may begin.

About the LCCMR

The Legislative-Citizen Commission on Minnesota Resources (LCCMR) is made up of 17 members: five Senators, five Representatives, five citizens appointed by the governor, one citizen appointed by the Senate, and one citizen appointed by the House. The function of the LCCMR is to make funding recommendations to the Legislature for special environment and natural resource projects, primarily from the Environment and Natural Resources Trust Fund.

2026 Funding Priorities

All proposals must meet the constitutional aim to protect, conserve, preserve, and enhance Minnesota's air, water, land, fish, wildlife, and other natural resources, especially those that may be substantially impaired or destroyed in any area of the state.

Proposals should address one or more of the priorities described in the categories below, with a priority on proposals that meet the purposes of the Reinvest in Minnesota program as provided in [M.S. 84.95, Subd 2](#). However, proposals pertaining to environmental or natural resource issues not directly addressed below may also be considered. Categories and priorities are not listed in order of importance.

Proposals that address prevention strategies for protecting natural resources, that include citizen and community involvement in scientific efforts, or that implement or identify clear strategies for implementing research results are strongly encouraged.

Proposals will not be considered for:

- Construction of buildings or building infrastructure for environmental education or renewable energy purposes, unless for research or demonstration.
- Development of new school curriculum, except to allow new modules within existing curriculum or update existing curriculum to reflect current state of knowledge or art.

Please make sure you are familiar with all requirements (see pages 7-8) before you begin your proposal, particularly if your proposal will include fee title land acquisition, easement acquisition, restoration, or capital construction.

A. Resiliency

Proposals that help Minnesota's environment, natural resources, and communities achieve resilience in the face of climate change, land use changes, and extreme weather events. The LCCMR seeks projects proposing to do one or more of the following:

1. Research, demonstrate, and/or promote comprehensive and viable solutions for reducing the impacts of climate change, land use changes, or extreme weather events on the environment and natural resources, through both engineered and natural solutions targeted at critical areas.
2. Broaden understanding and implementation of effective climate adaptation management practices for natural resources among public and private landowners through education, outreach, technical assistance, and/or the development of collaborations and networks to share and learn about new and innovative practices.
3. Support the development of local climate resiliency and adaptation plans for natural resources.
4. Implement land and water management practices and/or protect and restore wetlands, forests, prairies, and other critical systems to enhance biodiversity and provide multiple community resilience benefits.

B. Water

Proposals that help ensure Minnesota's waters are better managed for both water quantity and quality to support aquatic life, drinking water, recreation, and other uses. The LCCMR seeks projects proposing to do one or more of the following:

1. Research impacts of runoff, stormwater, or contaminants on surface water or groundwater quality and develop practical solutions to prevent or address these impacts.
2. Research current and future water supply and use to support planning efforts and implementation of best management practices and ensure the state's water resiliency and sustainability.

2026 Funding Priorities (Continued)

3. Increase understanding and awareness of weather and climate patterns and their potential impact on water resources.
4. Demonstrate innovative practices, strategies, and/or partnerships that prevent or reduce water issues in urban, suburban, or rural regions.
5. Implement measures to improve water quality and/or restore or enhance habitats, shoreline, or natural hydrology in lakes, rivers, wetlands, and other surface waters, with an emphasis on efforts that incorporate coordination and collaboration among tribal, state, and local agencies and community partners.
6. Provide educational opportunities or technical assistance programs for teachers, students, state and local decision-makers, landowners, or the public on how to improve and protect water resources, including groundwater, surface water, and stormwater systems.
7. Monitor and assess the condition of groundwater or surface water, including lakes, rivers, and wetlands, on a regular cycle and provide a long-term data set to support decision-making and evaluate efforts.

C. Education and Outdoor Recreation

Proposals that contribute to all Minnesotans, especially young people, having access to and taking advantage of opportunities to connect to the lands and waters of Minnesota, including through culturally relevant and innovative approaches.* The LCCMR seeks projects proposing to do one or more of the following:

1. Address social, economic, or physical barriers to natural resources-based outdoor recreation through programs that encourage inclusivity and address inequities so that public lands and waters are accessible to all.
 2. Assess programs, activities, or physical spaces for their accessibility and effectiveness and/or implement changes to adapt and retrofit them to welcome more people.
 3. Provide evidence-based, hands-on, and engaging curriculum, programs, or natural-resource-based outdoor events to bring a diversity of students and/or adults to outdoor experiences.
 4. Create mentorship programs, leadership opportunities, and/or learning experiences for a diversity of young people to explore and pursue careers in the environment and natural resources.
 5. Enhance environmental education initiatives by integrating diverse cultural perspectives, experiences, and partnerships that foster environmental stewardship in all communities.
 6. Develop local or regional plans to enhance natural resources-based outdoor recreational opportunities in communities across the state.
 7. Collaborate or partner with indigenous, local, BIPOC, or underserved communities to develop culturally relevant, inclusive, and accessible environmental, natural resource, or natural resources-based outdoor recreation programs, practices, curriculum, or facilities.
 8. Design and/or develop culturally relevant, accessible, and resilient outdoor recreation facilities and infrastructure – including recreation areas, parks, trails, fishing piers, or shelters – that create new natural resources-based experiences.
 9. Expand networks of trails, parks, or natural areas to protect and connect green spaces seamlessly, improve accessibility and safety, and/or encourage all Minnesotans to recreate and engage with nature.
- * Generally, only elements of baseball fields, basketball courts, splash pads, playground equipment, and other recreational facilities and infrastructure that improve or enhance natural resources or users' experience with natural resources are eligible.

2026 Funding Priorities (Continued)

D. Fish and Wildlife

Proposals that help ensure Minnesota has healthy and diverse aquatic and terrestrial wildlife and plants that sustain and enhance the state's environment, economy, and quality of life. The LCCMR seeks projects proposing to do one or more of the following:

1. Research species or ecosystems and develop strategies to effectively manage, maintain, protect, and restore healthy habitats and populations.*
 2. Monitor the health of natural systems to support and improve species management and conservation strategies.
 3. Support and provide technical assistance and/or planning support to private landowners on cost-effective, proven strategies and technologies to develop and restore diverse, native habitat.
 4. Promote public awareness on the importance of diverse wildlife and plant populations through comprehensive education programs.
 5. Prevent the introduction, reduce the spread, or develop and demonstrate alternative control techniques for invasive species.* Standard control, removal, and maintenance activities of invasive species will not be considered.
 6. Develop plans and/or implement conservation actions to protect, conserve, or restore species, with a priority on efforts that maintain or create connected, continuous habitat or address the needs of vulnerable, declining, poorly understood, or sensitive species.
 7. Evaluate the effectiveness of current management practices and past investments to sustain and enhance wildlife and native plant populations.
- * All proposals related to invasive species research must consider the research priorities established by the University of Minnesota's Minnesota Invasive Terrestrial Plants and Pests Center or Minnesota Aquatic Invasive Species Research Center. All research proposals should be submitted to the Centers when applicable. The Centers will keep the LCCMR updated on the status of proposals received.

E. Energy

Proposals that move Minnesota forward towards achieving reliance on renewable energy in all sectors, including transportation, building, industry, and agriculture. The LCCMR seeks projects proposing to do one or more of the following:

1. Research and develop new and innovative renewable energy or fuel technologies along with environmental considerations, including biofuels, e-fuels, sustainable aviation fuels, and energy storage.
2. Evaluate, demonstrate, and/or assess renewable energy systems or fuels for economic viability, compatibility with other land uses, and environmental and natural resource impacts over the full lifecycle of the technology.
3. Develop and/or implement plans that identify, prioritize, and coordinate efforts to reduce energy consumption and to transition to renewable energy through land use planning, infrastructure, education and awareness, and other methods.
4. Encourage and support the use of renewable energy and energy efficiency in agriculture, mining, industry, utilities, transportation, homes, or businesses.

2026 Funding Priorities (Continued)

5. Ensure equitable access to renewable energy and/or energy efficiency programs in all communities.
6. Provide inclusive education and experiential learning programs to build a skilled and diverse workforce for the renewable energy sector.

F. Land

Proposals that help ensure Minnesota's public and private lands – including forests, grasslands, wetlands, and agricultural lands – provide long-term benefits to fish, wildlife, and people. The LCCMR seeks projects proposing to do one or more of the following:

1. Develop, demonstrate, and/or evaluate new and innovative practices and processes on public and private lands, including agricultural and forest land, that provide multiple, long-term environmental benefits, including benefits related to habitat, water quality and quantity, soil health, and carbon sequestration, and take into account economic considerations.
2. Enhance education, technical assistance, or public outreach to promote the application of practices beneficial to the environment, natural resources, and all Minnesotans.
3. Acquire and conserve minimally disturbed lands that provide the greatest capacity for multiple conservation benefits to humans, fish, wildlife, and water resources.
4. Restore and enhance lands to provide high-quality natural resource, ecological, or recreational value.
5. Foster collaboration among diverse groups, demonstrate the support of multiple stakeholders, and/or incorporate outreach to local and tribal communities to better protect lands.

G. Small Projects

The LCCMR seeks and encourages proposals for small projects under \$300,000, especially from political subdivisions and non-profits, to quickly and efficiently provide environmental and natural resource benefits in Minnesota. Proposals should address one or more of the priorities listed in the above categories A through F.

Funding May Be Available Through Other Programs

Projects eligible for established, topic-specific state agency grant programs—such as for renewable energy, sustainable agriculture, clean water implementation, regional and local parks and trails, and habitat acquisition and restoration—are encouraged to apply directly to the particular state agency grant program as funds may be available in a timelier manner. You can find more information about other state grant opportunities at mn.gov/grants/.

Requirements

Project Requirements

All projects must comply with [Article XI, Section 14 of the Minnesota Constitution](#), [Minnesota Statute 116P](#), and the Environment and Natural Resources Trust Fund (ENRTF) [General Project Requirements](#) and [Acknowledgement Requirements and Guidelines](#).

Work Plan and Progress Reports

Project managers of recommended projects must submit a work plan. Successfully funded projects must have an approved work plan, and no funds may be spent until the work plan has been approved. The project manager must submit annual or semiannual progress reports, and modifications to the approved work plan and budget expenditures must be made through the LCCMR amendment process.

Financial Capacity

A pre-award financial capacity assessment is required for all non-profit organizations, for-profit business entities, and political subdivisions. To help us evaluate financial capacity, the following must be submitted with your proposal. Additional information may be required at later stages in the grant proposal process.

Non-profit applicants

- Most recent IRS Form 990 or 990-EZ filed with the IRS.
- If exempt from 990 requirements: demonstration of exemption and your most recent board-reviewed financial statements.
- Most recent audit report performed by an independent third party in accordance with generally accepted accounting principles (if required; see [current non-profit audit revenue thresholds](#)).
- Evidence of good standing with the Secretary of State.

For-profit applicants

- Your most recent federal and state tax returns filed with the IRS. This information will be considered non-public data.
- If exempt from tax return requirements: demonstration of exemption and your most recent board-reviewed financial statements.
- Evidence of good standing with the Secretary of State.
- Disclosure of any liens on assets.

Political subdivision applicants

- Current financial statements.
- Most recent audit report performed by an independent third party in accordance with generally accepted accounting principles (if required; see [current political subdivision audit revenue thresholds](#)).

Additional Requirements for Capital Construction Projects

All applicants requesting funds for pre-design, design, construction, or renovation of a building, trail, campground, or other long-lived (10 years or more) fixed capital asset costing \$10,000 or more must read and understand the following summary document regarding a **25% non-ENRTF match** and other requirements:

- ENRTF [Capital Construction Project Requirements](#)

A completed [Capital Construction Project Questionnaire](#), [Budget Addendum](#), and map must be submitted with your proposal. The map must include north arrow and scale and show what will be constructed and its location within the city, county, region, and/or state.

Please be aware that if the Commission determines that readiness is not sufficiently demonstrated, it may recommend funding only the planning, pre-design, or design portion of a proposal. Applicants may reapply for subsequent phases.

Requirements (continued)

Construction, Service Contracts, and Purchasing

State contracting and competitive bidding requirements apply, including but not limited to, prevailing wage and targeted group purchasing requirements. More information on requirements for non-state organizations may be found in the [DNR Pass-Through Grants Reimbursement Manual](#).

Additional Requirements for Land Acquisitions, Easements, and Restorations

All fee title and conservation easement acquisition proposals must include funding for development and implementation of a management and restoration plan. If no funding is requested, your proposal must address why funding for this work is not needed to achieve a high quality restoration.

Largescale stream or wetland restoration projects and land acquisitions for the purpose of capital construction are also subject to a **25% non-ENRTF match** and other capital construction requirements passed into law in 2023. See the summary documents below for more information.

All acquisition and restoration applicants must read and understand the following summary documents:

- ENRTF [Fee Title Acquisition Project Requirements](#)
- ENRTF [Easement Acquisition Project Requirements](#)
- **UPDATED** - ENRTF [Restoration Project Requirements](#)

A map must be submitted with your proposal that shows each of the specific proposed parcels for acquisition or restoration within the city, county, region, and/or state. The map must include a north arrow and scale. Each parcel does not need to be on its own map, but specific site locations must be understandable if more than one parcel is included on the same map.

A parcel list must also be provided with your proposal that identifies proposed fee title and easement acquisitions and restorations by parcel name, estimated cost, county, site significance, activity description, proposed number of acres, proposed shoreline or trail miles, type of landowner, and proposed title/easement holder (if applicable).

Evaluation Criteria

All proposals must be eligible for funding, as defined by law (see page 11) and as indicated in this RFP, and clearly articulate how the project will meet the constitutional purpose of protecting, conserving, preserving, or enhancing the state's air, water, land, fish, wildlife, or other natural resources. The following criteria are considered in evaluating and selecting individual proposals to recommend for funding:

Funding Priorities: The proposal responds to RFP funding priorities.

Environmental or Natural Resource Benefits: The extent to which the project will benefit Minnesota's environment, natural resources, or how Minnesotans experience them relative to the amount requested.

Outcomes/Results: The proposal clearly identifies the work that will be done, and the specific outputs, results, and likely outcomes that will benefit the environment and natural resources, or how Minnesotans experience them.

Capacity: The proposal and past performance demonstrate the applicant's administrative, financial, professional, scientific, and/or technical capacity to manage the project and deliver on proposed outputs and results in a timely, accountable, and effective manner.

Completeness and Clarity: The proposal is clear, sufficiently detailed, and includes all required information and attachments needed to fully evaluate the proposal.

Additional factors may also be considered, as applicable, in evaluating and selecting proposals, including but not limited to:

Information and Dissemination: The project will contribute to the knowledge base *and* disseminate that information so that it can be used to benefit efforts to protect, conserve, restore, enhance, or manage the environment and natural resources.

Innovation: The project will employ or demonstrate innovative approaches to more effectively and efficiently solve specific environmental and natural resource issues.

Timeliness and Readiness: The proposal includes work that is urgent or would significantly benefit from funding in the current cycle *and* demonstrates readiness for that work to begin as soon as funds are available.

Leverage: The project will leverage additional efforts, resources, or non-state funds.

Collaboration/Coordination: The project will use a collaborative, multi-disciplinary approach with project partners from a diversity of agencies, organizations, or communities *and/or* will include meaningful engagement with those entities in completing the proposed work.

Finally, the commission may consider how the selected proposals as a whole provide benefits to and address needs in all areas and communities of the state.

Guidance on Allowable Expenses

Eligible Expenses

Eligible expenses mean those expenses solely incurred through project activities that are directly related to and necessary for producing the project outcomes described in the proposal. All proposed expenses must be specified in the proposal submitted. Please note that for non-state organizations all funds are awarded on a reimbursement basis, unless otherwise authorized, and all eligible expenses will need to be documented. Eligible expenses are:

- a. Eligible expenditures incurred only after the effective date as approved by the LCCMR.
- b. Wages and expenses of salaried Recipient employees if specified, documented, and approved. For State Agencies: use of unclassified staff only OR request approval for the use of classified staff accompanied by an explanation of how the agency will backfill that part of the classified staff salary proposed to be paid for with these funds. This is subject to specific discussion and approval by the LCCMR.
- c. Fringe benefit expenses, such as FICA/Medicare, retirement, and health insurance of Recipient's employees, if specified.
- d. Services and contracts (including for construction) specified in the approved Work Plan that are rendered by individuals or organizations not a part of the Recipient; no contractor is approved unless it has been selected according to the contracting rules identified in state law and policy for organizations that receive ENRTF funds through direct appropriations, or in the [DNR's reimbursement manual](#) for non-state organizations. These rules include competitive bidding and prevailing wage requirements.
- e. Sub-awards as approved in the Work Plan. ENRTF spending requirements and, for non-state ENRTF Recipients, grant agreement requirements flow down to the sub-award recipients.
- f. Equipment, tools, materials, and supplies specific to the project and incoming freight charges for them. State procurement requirements apply and may include targeted group purchasing provisions.
- g. Capital expenditures (i.e., expenditures greater than \$5,000 per unit for equipment or tools) individually itemized as a Capital Expenditure in the approved Work Plan. For each Capital Expenditure, the Recipient must provide an explanation as to how the equipment or tool purchased will continue to be used for the same program through its useful life, or if the use changes, a commitment to pay back to the ENRTF an amount equal to either the cash value received or a residual value approved by the director of the LCCMR if it is not sold.
- h. Publication and printing/copying expenses necessary for contract administration, work products production, and semi-annual reports relating to accomplishments.
- i. In-state transportation and travel expenses such as lodging, meals, and mileage of personnel directly involved in the Project in the same manner and in no greater amount than provided for in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Management of Budget and as provided by the LCCMR or, for University of Minnesota projects, the [University of Minnesota plan](#). Allowable meal and

lodging expenses are for employees only. Purchasing meals or providing lodging for others is not an eligible expense.

Generally Ineligible Expenses—Unless Explicitly Approved

Generally ineligible expenses mean all expenses not defined as eligible expenses, but for which an explicit exception can be sought from the LCCMR if the expenses can be clearly justified and individually documented as directly related to and necessary for a project. No broad allocations for costs in either dollars or percentages are allowed. In deciding whether to seek exception for these costs consider that cash and in-kind leverage are factors considered in proposal evaluation. Generally ineligible expenses include but are not limited to:

- a. General operations, overhead, and other indirect expenses, including office maintenance, office utility expenses, and office materials and supplies.
- b. Office rental fees (including storage space rental).
- c. Communication expenses incurred for telephone calls, web access, postage, and similar services.
- d. Insurance, except title insurance.
- e. Attorney fees, except to acquire and clear title to land.
- f. Purchase of communication devices such as pagers, cell phones, or smart phones.
- g. Purchase of computers, tablets, or audiovisual equipment.
- h. Generally available food and refreshments, except if explicitly approved for certain types of events.
- i. Conference attendance and associated costs and fees, except if to participate in formal presentation of project findings.
- j. Out-of-state transportation and travel expenses.

Prohibited Expenses

Prohibited expenses mean all expenses indicated below, including but not limited to:

- a. Any expenses incurred before the project is authorized: before July 1, 2026, or before LCCMR Work Plan approval—whichever is latest.
- b. Fundraising.
- c. Taxes, except sales tax on goods and services.
- d. Lobbyists or political contributions.
- e. Organization advertising and marketing expenses.
- f. Loans, grants, or subsidies to persons or entities for development.
- g. Bad debts, late payment fees, finance charges, or contingency funds.
- h. Interest or investment management fees.
- i. Board of directors' or officers' salaries.
- j. Merit awards and bonuses.
- k. Memberships (including subscriptions and dues).
- l. Publications, periodicals, and subscriptions.
- m. Employee workplace parking.
- n. Entertainment, decorations, gifts, and prizes.

Environment and Natural Resources Trust Fund: MN Constitution and Statutory Expenditures

[Minnesota Constitution Art. XI, Sec. 14](#) Environment and Natural Resources Trust Fund Established

A permanent environment and natural resources trust fund is established in the state treasury. The assets of the fund shall be appropriated by law for the public purpose of protection, conservation, preservation, and enhancement of the state's air, water, land, fish, wildlife, and other natural resources. The assets of the fund shall not be used to pay the principal or interest of any bonds. The assets of the fund shall not be used to pay for any costs related to the construction, repair, improvement, or operation of any facility or system that processes wastewater, but may be used to pay for research related to wastewater. The amount appropriated each year of a biennium, commencing on July 1 in each odd-numbered year and ending on and including June 30 in the next odd-numbered year, may be up to 7 percent of the market value of the fund on June 30 one year before the start of the biennium. Not less than 40 percent of the net proceeds from any state-operated lottery must be credited to the fund through December 31, 2050. [Adopted, November 8, 1988; Amended, November 6, 1990; November 3, 1998; November 5, 2024]

[M.S. 116P.08](#) Environment and Natural Resources Trust Fund Expenditures and Exceptions

Subdivision 1. **Expenditures.** (a) Money in the trust fund may be spent ONLY for:

- (1) the reinvest in Minnesota program as provided in section 84.95, subd. 2;
 - (2) research that contributes to increasing the effectiveness of protecting or managing the state's environment or natural resources;
 - (3) collection and analysis of information that assists in developing the state's environmental and natural resources policies;
 - (4) enhancement of public education, awareness, and understanding necessary for the protection, conservation, restoration, and enhancement of air, land, water, forests, fish, wildlife, and other natural resources;
 - (5) capital projects for the preservation and protection of unique natural resources;
 - (6) activities that preserve or enhance fish, wildlife, land, air, water, and other natural resources that otherwise may be substantially impaired or destroyed in any area of the state;
 - (7) administrative and investment expenses incurred by the state board of investment in investing deposits to the trust fund; and
 - (8) administrative expenses subject to the limits in section 116P.09.
- (b) In making recommendations for expenditures from the trust fund, the commission shall give priority to funding programs and projects under paragraph (a), clause (1) and (6). Any request for proposals issued by the commission shall clearly indicate these priorities.

Subdivision 2. **Exceptions.** Money from the trust fund may not be spent for:

- (1) purposes of environmental compensation and liability under chapter 115B and response action under chapter 115C;
- (2) purposes of municipal water pollution control in municipalities with a population of 5,000 or more under the authority of chapters 115 and 116;
- (3) costs associated with the decommissioning of nuclear power plants;
- (4) hazardous waste disposal facilities;
- (5) solid waste disposal facilities;
- (6) projects or purposes inconsistent with the strategic plan; or
- (7) acquiring property by eminent domain, unless the owner requests that the owner's property be acquired by eminent domain.

How To Apply

Proposals due by March 19, 2025 at 4:30PM

1. Register for an account on the [LCCMR Proposal and Grant Management System](#).
2. Login and click “Create a New Proposal”.
3. Follow the instructions for completing your proposal.
4. Upload your completed attachments as required:
 - A. Visual component or map (1 page limit)
 - B. Use [these templates](#) to obtain a resolution or letter from your governing board authorizing submission of the proposal. This is required for non-state entities, including non-profits, for-profits, tribes, political subdivisions, and federal agencies. University of Minnesota entities may use their own template. The templates may also be found on the [2026 Proposal & Funding Process page](#).
 - C. Documents described under the Financial Capacity requirements on page 7.
 - D. If you will have a third-party (external) fiscal agent, use [these templates](#) to obtain a letter or resolution from your fiscal agent acknowledging acceptance of the fiscal agent role for your project . The templates may also be found on the [2026 Proposal & Funding Process page](#).
 - E. A completed [Capital Construction Project Questionnaire](#) and [Budget Addendum](#) for proposals for pre-design, design, construction, or renovation of a building, trail, campground, or other long-lived (10 years or more) fixed asset costing \$10,000 or more, including largescale stream or wetland restoration, or for land acquisitions for purposes of capital construction.
5. Review all information and attachments.
6. Click “Submit”.
7. Save or print the confirmation email. Please check your junk mail folder if the confirmation email does not appear in your inbox. Contact the LCCMR if you do not receive a confirmation email or if your proposal status does not appear as “Final Submitted” on your dashboard.

Visit our [2026 Proposal & Funding Process page](#) for additional resources to assist you with completing your proposal and to follow along with the 2026 funding process.



Board of Commissioners

Request for Board Action

Item Number: DC-4162

Agenda #: 11.10

Meeting Date: 2/18/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Information

TITLE

Fiscal Year 2025 Countywide Community Development Block Grant Allocation Request

PURPOSE/ACTION REQUESTED

Review potential Countywide Community Development Block Grant (CDBG) activity requests for Fiscal Year (FY) 2025.

SUMMARY

The CDBG program is a federal entitlement program that provides funds to communities to address community development needs that meet at least one of three National Objectives: benefit to low- and moderate-income persons; prevention or elimination of slums or blight; or meeting an urgent need. Congress determines CDBG program funding, and the Department of Housing and Urban Development (HUD) administers the program. HUD requires a Five-Year Consolidated Plan and subsequent Annual Action Plans. The Dakota County Community Development Agency (the CDA) administers the CDBG program on behalf of Dakota County (the County).

The County's CDBG allocation for FY 2024 was \$1,873,895. Because HUD has not released the grant amount for FY 2025, the FY 2024 allocation is used for planning purposes. Per the approved 2020-2024 Consolidated Plan, CDBG funds are distributed so that approximately 75 percent goes directly to Dakota County cities and townships, and approximately 25 percent goes to the County. The CDA incurs costs to administer the CDBG program, and the costs can be reimbursed by CDBG. These costs include CDA staff time, compliance requirements, and HUD-mandated programmatic responsibilities. The CDA proposes 12.5 percent or \$234,237 to cover general grant administration costs, which will be deducted from the total grant amount, and the remaining portion will be distributed using the 75/25 split. Staff believes it is fairer to distribute the general grant administration costs among all CDBG recipients because the CDA must provide significant time overseeing and monitoring the municipal subrecipients. The amount to be split between the cities and the County totals \$1,639,658, with \$1,229,744 going to the cities and townships and \$409,914 going to the County. CDBG funds are allocated to Dakota County cities and townships (including Northfield) based on a HUD formula that uses population, overcrowding (more than one person per room in a residential structure), and poverty levels. Cities with populations over 10,000 receive about 97 percent of the amount allocated to the cities and townships, or \$1,199,813. Approximately three percent, or \$36,959, is allocated to the smaller cities and townships in a competitive pool. This year only one small community applied for CDBG funding. The remaining funds reserved for small communities have been rolled into the CDA-administered Home Improvement Loan program.

The Countywide requests this year are for existing programs: \$255,845 for the Home Improvement Loan program, \$110,000 for the CDA-administered housing counseling program, \$3,000 for fair housing compliance, and \$60,000 for the County's septic system and replacement program. If the County's CDBG allocation is decreased, all Countywide activities will be reduced proportionally. If the County's CDBG allocation is increased, all Countywide activities will be increased proportionally subject to statutory limits.

Staff expects to bring the draft Dakota County 2025-2029 Consolidated Plan and 2025 Action Plan to the County Board for review on March 25, 2025. The Countywide CDBG activities will be included in the Action Plan. A public hearing is anticipated for the County Board meeting on April 22, 2025, with final approval at the County Board meeting on May 6, 2025, if HUD has provided the FY 2025 allocation by that time.

RECOMMENDATION

None. Staff is providing information to the Board to use FY 2025 CDBG funds for the following Countywide activities: \$255,845 for the existing CDA-administered Home Improvement Loan program, \$110,000 for the CDA-administered housing counseling program, \$3,000 for fair housing compliance, and \$60,000 for the County's septic system and replacement program.

EXPLANATION OF FISCAL/FTE IMPACTS

Dakota County's FY 2025 CDBG allocation has not been released. The final allocations for activities may be modified depending on the final CDBG amount appropriated by Congress. This will be brought to the County Board as part of the review of the Dakota County 2025-2029 Consolidated Plan and 2025 Annual Action Plan.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

- Attachment: Proposed FY 2025 Countywide CDBG Activities
- Attachment: Five-Year History of County CDBG Allocations

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

Proposed Fiscal Year (FY) 2025 Countywide CDBG Applications

Activity Title:	Home Improvement Loan Program
Requested Amount:	\$255,845 (estimate)
Activity Information:	The Home Improvement Loan Program, administered by the Dakota County CDA, is available to assist low- and moderate-income homeowners in improving and maintaining their homes in a decent, safe, and sanitary condition. The program offers zero percent deferred loans to homeowners at 80 percent of area median income. The minimum loan amount is \$15,000 and the maximum loan amount is \$35,000. Loans are repaid when the homeowner sells the home, refinances the home, or is no longer using the home as a primary residence. The CDA places a 30-year mortgage on the property to ensure the loan is repaid. Loan repayments are used to fund new loans to other Dakota County homeowners. The program can assist 7-10 households with the proposed Countywide CDBG funds.
<hr/>	
Activity Title:	Public Service - Housing Counseling Program
Requested Amount:	\$110,000
Activity Information:	The Dakota County CDA currently administers a housing counseling program that provides services to potential and existing Dakota County homeowners. The services include pre-purchase counseling, homebuyer education, refinance counseling, and foreclosure counseling, and an average of 320 people per year use the available services. There are currently two full-time employees who provide the housing counseling services for Dakota County. The two employees also provide rental counseling services targeting new tenants of CDA-owned housing units, specifically Lincoln Place, the family townhomes, and potentially public housing units. The rental counseling program offers monthly group rental counseling workshops of 3-4 hours held in person at the CDA office building. The goal of the program is to provide tenants with the information needed to be successful residents. Topics for workshops include budgeting, bill payments, property maintenance, lease compliance, and similar.
<hr/>	
Activity Title	Septic System Replacement Program
Requested Amount	\$60,000
Activity Information	Inadequately treated sewage from failing septic systems poses a significant threat to drinking water and human health. The Septic System Replacement Program will provide cost-share grants to property owners to assist with the

Proposed Fiscal Year (FY) 2025 Countywide CDBG Applications

	<p>replacement of failing septic systems within Dakota County. The average cost of a septic system replacement is approximately \$10,000, which can provide a significant financial burden for many landowners. The grant funding will be used to reduce this burden and help landowners gain compliance with state, county and local septic laws and codes.</p>
Activity Title:	Planning & Admin - Fair Housing Activities
Requested Amount:	\$3,000
Activity Information:	<p>As a recipient of federal entitlement funds, Dakota County is required to comply with fair housing statutes. One of the ways the County complies with applicable federal laws is to support fair housing activities including training for landlords about federal fair housing practices and procedures and providing support to the Fair Housing Implementation Council. Fair housing activities are part of the administration of the CDBG program and will count towards the 20 percent Planning and Administration cap.</p>

Five Year History of Countywide CDBG Allocations

Estimated Fiscal Year (FY) 2025

Estimated CDBG allocation - \$1,873,895

*Proposed General Grant Administration costs (12% subtracted from total CDBG allocation)
- \$234,237 (12.5% of total CDBG allocation)*

Estimated Countywide Allocation (23% of remaining CDBG allocation) - \$428,845

NOTE: HUD has not released the FY 2025 CDBG allocation. If the County receives more than the estimated allocation, all Countywide activities will be increased proportionally subject statutory limits. If the CDBG allocation is decreased all Countywide activities will be decreased proportionally. The Countywide activities as shown below total 27% of the remaining Countywide Allocation.

Activity	Requested Allocation
Countywide Home Improvement Loan (CDA administered)	\$ 255,845
Public Services - Housing Counseling (CDA administered)	\$ 110,000
Septic System Replacement Program (County administered)	\$ 60,000
Fair Housing Activities (Landlord training – CDA administered)	\$ 3,000
Total	\$ 428,845

Final Fiscal Year (FY) 2024

Total CDBG allocation - \$1,873,895

General Grant Administration (12.6% subtracted from total CDBG allocation) - \$235,416

Countywide Allocation (23% of remaining CDBG allocation) - \$438,501

Activity	Allocation
Countywide Home Improvement Loan (CDA administered)	\$ 262,063
Public Services - Housing Counseling (CDA administered)	\$ 83,438
Well Sealing Program (County administered)	\$ 30,000
Septic System Replacement Program (County administered)	\$ 60,000
Fair Housing Activities (Landlord training – CDA administered)	\$ 3,000
Total	\$ 438,501

Final Fiscal Year (FY) 2023

Total CDBG allocation - \$1,961,800

General Grant Administration costs (12% subtracted from total CDBG allocation) - \$235,416

Countywide Allocation (23% of remaining CDBG allocation) - \$404,367

Activity	Allocation
Countywide Home Improvement Loan (CDA administered)	\$ 234,367
Public Services - Housing Counseling (CDA administered)	\$ 100,000
Well Sealing Program (County administered)	\$ 30,000
Septic System Repair/Replacement Program (County administered)	\$ 35,000
Fair Housing Activities (Landlord training – CDA administered)	\$ 5,000
Total	\$ 404,367

Five Year History of Countywide CDBG Allocations

Final Fiscal Year (FY) 2022

Total CDBG allocation - \$1,908,838

Countywide Allocation (25%) - \$480,629

Activity	Allocation
Planning & Admin - CDA General Grant Administration (11%)	\$ 213,260
Countywide Home Improvement Loan (CDA administered)	\$ 112,369
Public Services - Housing Counseling (CDA administered – new program)	\$ 80,000
Planning & Admin – Rural Water Supply Feasibility Study (County administered)	\$ 50,000
Septic System Replacement Program (County administered)	\$ 25,000
Total	\$ 480,629

Final Fiscal Year (FY) 2021

Total CDBG allocation - \$1,938,727

Countywide Allocation (27%) - \$525,789

Activity	Allocation
CDA General Grant Administration (12%)	\$ 231,366
Countywide Home Improvement Loan (CDA administered)	\$ 209,673
Septic System Replacement Program (County administered)	\$ 50,000
Well Sealing Program (County administered)	\$ 30,000
Fair Housing Activities (CDA administered)	\$ 4,750
Total	\$ 525,789



Board of Commissioners

Request for Board Action

Item Number: DC-4208

Agenda #: 11.11

Meeting Date: 2/18/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

The Dakota County Community Development Agency (CDA) administers three federal entitlement programs on behalf of Dakota County: The Community Development Block Grant (CDBG) program, the HOME Investment Partnerships (HOME) program, and the Emergency Solutions Grant (ESG) program. Funds for the three federal entitlement programs are provided through HUD through the Treasury Letter of Credit process. Per an annual subrecipient agreement between the CDA and Dakota County, the CDA must prepare a listing of all claims certified and paid for by the CDA for the CDBG, HOME, and ESG programs. The listing must be submitted to the Dakota County Board of Commissioners for ratification on a quarterly basis. In 2020, Dakota County also received special allocations of CDBG and ESG funds (CDBG-CV and ESG-CV) for activities that prevent, prepare for, and respond to the coronavirus; these expenses are also included for ratification. The ESG-CV funds are fully expended. In 2021, the Dakota County HOME Consortium received a special allocation of HOME-American Rescue Plan Act (HOME-ARPA) funds. The attachment shows the entitlement and special allocation expenses for October 1, 2024-December 30, 2024.

The CDBG entitlement and special allocation expenses for October 1, 2024-December 30, 2024, totaled \$627,890.94. The HOME entitlement and special allocation expenses for the same period for all HOME Consortium members, including Dakota, suburban Ramsey, Washington, and Anoka counties and the City of Woodbury, totaled \$1,118,695.72. The ESG entitlement expenses for the same period totaled \$45,093.67. These funds were expended for previously approved projects from Fiscal Years 2020-2024.

RECOMMENDATION

Community Development Agency and County staff recommend the ratification of the quarterly expenditures for the Dakota County CDBG, HOME, and ESG federal entitlement and special allocation programs (total of \$1,791,680.33) for the period of October 1, 2024-December 30, 2024.

EXPLANATION OF FISCAL/FTE IMPACTS

These funds were expended for previously approved projects from Fiscal Years 2020-2024.

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

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA) administers the entitlement funds of the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program for Dakota County, special allocations of the CDBG and ESG programs for activities that prevent, prepare for and respond to the coronavirus, and a special allocation of HOME American Rescue Plan Act funds; and

WHEREAS, funds expended from previously approved projects for Fiscal Years 2020-2024 of the CDBG, HOME, and ESG programs and special allocations must be ratified by the Dakota County Board of Commissioners; and

WHEREAS, the CDBG entitlement and special allocation expenses during the timeframe of October 1, 2024-December 30, 2024, totaled \$627,890.94; and

WHEREAS, the HOME entitlement and special allocation expenses during the timeframe of October 1, 2024-December 30, 2024, totaled \$1,118,695.72; and

WHEREAS, the ESG entitlement and special allocations expenses during the timeframe of October 1, 2024-December 30, 2024, totaled \$45,093.67; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the requisitions to the U.S. Department of Housing and Urban Development for \$1,791,680.33 for October 1, 2024-December 30, 2024, as presented.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: CDBG, HOME, and ESG Expenses - October-December 2024

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

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):
OCTOBER - DECEMBER 2024**

2020		
Lakeville Beautification - Other (City Hall ADA Improvements)	\$ 15,396.68	\$ 15,396.68
2021		
Countywide Well Sealing	\$ 1,780.50	
Eagan Public Service - Youth	5,826.42	
Lakeville Beautification - Other (City Hall ADA Improvements)	35,000.00	\$ 42,606.92
2022		
Countywide General Grant Administration	\$ 9,065.34	
Eagan Public Service - Youth	14,221.08	
Farmington Public Service - Seniors	850.00	
Inver Grove Heights Residential Rehab	4,248.06	
Northfield Downpayment Assistance	4,461.00	
Waterford Twsp Planning	555.75	\$ 33,401.23
2023		
Apple Valley Public Service - Seniors	\$ 11,234.50	
Apple Valley Residential Rehab	60,090.00	
Burnsville Public Service - Youth	3,951.43	
Burnsville Residential Rehab	87,963.42	
Countywide General Grant Administration	42,518.85	
Countywide Well Sealing	11,747.50	
Eagan Public Service - Seniors	3,780.00	
Eagan Public Service - Youth	7,715.67	
Eagan Residential Rehab	24,280.70	
Hastings Assessment Abatement	34,465.84	
Inver Grove Heights Residential Rehab	6,471.94	
Lakeville Public Service - Seniors	5,314.87	
Lakeville Public Service - Transportation	8,750.00	
Lakeville Residential Rehab	458.57	
New Trier Planning	11,211.00	
Northfield Downpayment Assistance	21,000.00	
Rosemount Residential Rehab	1,325.70	
South St. Paul Residential Rehab	32,671.94	
Vermillion Twp Planning	5,715.00	
West St. Paul Residential Rehab	9,882.56	\$ 390,549.49
2024		
Burnsville Public Service - Youth	\$ 9,298.57	
Countywide Residential Rehab	39,643.52	
Eagan Public Service - Seniors	2,627.00	
Eagan Public Service - Youth	4,293.00	
Housing Counseling	21,136.93	
Lakeville Public Service - Seniors	57.63	
Lakeville Residential Rehab	17,341.43	
Northfield Downpayment Assistance	24,539.00	
Rosemount Residential Rehab	16,211.20	\$ 135,148.28
CDBG-CV (CARES ACT 2020)		
CDA Grant Administration	\$ 10,788.34	\$ 10,788.34
		<u><u>\$ 627,890.94</u></u>

CDBG-CV Public Services include assistance to food banks, senior transportation, homeless facilities, health services, mental health services, and mortgage assistance for income-eligible Dakota County residents impacted by the COVID-19 pandemic.

**HOME INVESTMENT PARTNERSHIPS (HOME):
OCTOBER - DECEMBER 2024**

Dakota County

2020	New Rental Construction	776,942.35	
2021	ARPA Grant Administration	7,047.85	
2021	New Rental Construction	124,866.40	
2023	Grant Administration	22,395.26	
2023	Fair Housing	-	
			\$931,251.86

Ramsey County

2021	ARPA Grant Administration	13,821.30	
			\$13,821.30

Anoka County

2020	Acquisition - Rehab	96,000.00	
			\$96,000.00

Washington County

2021	ARPA Grant Administration	8,823.91	
2021	ARPA Supportive Services	56,606.38	
2023	Grant Administration	9,608.72	
2024	Grant Administration	2,583.55	
			\$77,622.56

Woodbury

2023	Grant Administration	-	
			\$0.00

GRAND TOTAL	<u><u>\$1,118,695.72</u></u>
--------------------	-------------------------------------

**EMERGENCY SOLUTIONS GRANT (ESG):
OCTOBER - DECEMBER 2024**

2023 CDA Grant Administration	4,831.59	\$4,831.59
2024 Emergency Shelter Operations	40,262.08	\$40,262.08
GRAND TOTAL		<u><u>\$45,093.67</u></u>

CDBG and CDBG-CV Total	\$627,890.94
HOME and HOME-ARPA Total	\$1,118,695.72
ESG Total	\$45,093.67
GRAND TOTAL	\$1,791,680.33



Board of Commissioners

Request for Board Action

Item Number: DC-4216

Agenda #: 11.12

Meeting Date: 2/18/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Transfer National Park Service Grant Funding To City Of South St. Paul For Design And Construction Of Wakota Scenic Trailhead, County Project P00153

PURPOSE/ACTION REQUESTED

Authorize the transfer of \$300,000 in National Parks Service (NPS) Alternative Transportation grant funding awarded to the County to the City of South St. Paul. The City was the project lead and incurred costs necessitating the transfer of funds.

SUMMARY

To provide a safe and efficient greenway system, the Wakota Scenic Trailhead was substantially completed under the lead of the City of South St. Paul on June 14, 2024. After the execution of a joint powers agreement (JPA) with the City for cost share, the County was awarded \$300,000 in NPS grant funding to contribute to the completion of the project.

By Resolution No. 21-268 (May 18, 2021), the County Board authorized a 50/50 cost share and the execution of a contract with the City for final design and construction services for P00153. Under this agreement, the City has incurred all costs, with the County reimbursing their share of the 50/50 agreement along with any awarded grant funds.

The original JPA had an expiration date of December 30, 2024, and due to staff oversight the contract was inadvertently allowed to expire before an amendment could be made to JPA C0034615 to authorize the transfer of the grant funds to the City. All other County funds agreed upon within the contract have been paid to the City.

RECOMMENDATION

Staff recommends the transfer of the \$300,000 in grant funds to the City of South St. Paul.

EXPLANATION OF FISCAL/FTE IMPACTS

Dakota County was awarded a \$300,000 grant from the NPS to assist in the construction of the Wakota Scenic Trailhead along the Mississippi Greenway in collaboration with South St. Paul. The County has this cash in hand and wishes to transfer the funding to the City as reimbursement for the project costs.

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

RESOLUTION

WHEREAS, the County received \$300,000 in National Park Service grant funding on September 14, 2024; and

WHEREAS, by Resolution No. 21-268 (May 18, 2021), the County Board authorized a joint powers agreement (JPA) with the City of South St. Paul for the construction of P00153; and

WHEREAS, the construction of P00153 is complete; and

WHEREAS, the City of South St. Paul is the lead agency for the project and incurred expenses; and

WHEREAS, the original JPA, C0034615, expired on December 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to transfer the National Parks Service grant funding as compensation for the completion of P00153 in an amount of \$300,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

19-179; 09/24/19

21-268; 05/18/21

22-532; 12/13/22

23-212; 05/23/23

ATTACHMENTS

Attachment: Notice of Award of NPS Grant

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Michael Honer

1. DATE ISSUED MM/DD/YYYY 04/25/2023

1a. SUPERSEDES AWARD NOTICE dated 08/01/2022 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.941 - Mississippi National River and Recreation Area State and Local Assistance

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P22AP01417-02
Originating MCA #

5. TYPE OF AWARD Other

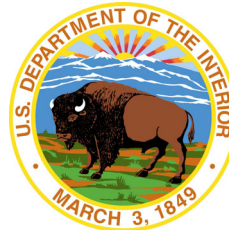
4a. FAIN P22AP01417

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 08/01/2022 Through 09/30/2026

7. BUDGET PERIOD MM/DD/YYYY
From 08/01/2022 Through 09/30/2026

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
16 U.S.C. § 460zz5(a) - 460zz5(b) Mississippi National River and Recreation Area

8. TITLE OF PROJECT (OR PROGRAM)
Wakota Trailhead on Mississippi River Greenway - MISS

9a. GRANTEE NAME AND ADDRESS
Dakota, County Of
1590 Highway 55
Hastings, MN, 55033-2343

9b. GRANTEE PROJECT DIRECTOR
Mr. Jeff Bransford
1 Mendota Rd W Ste 500
West St Paul, MN, 55118-4773
Phone: 952-891-7168

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Jeff Bransford
1 Mendota Rd W Ste 500
West St Paul, MN, 55118-4773
Phone: 952-891-7168

10b. FEDERAL PROJECT OFFICER
Forest Eidbo
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 111-11-1111

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 300,000.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 300,000.00
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 0.00
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 300,000.00
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	0.00	a. 2	\$
g. Construction	1,500,664.67	b. 3	\$
h. Other	0.00	c. 4	\$
i. Contractual	0.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 1,500,664.67	e. 6	\$
k. INDIRECT COSTS	\$ 0.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 1,500,664.67	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 300,000.00	a. DEDUCTION	
n. Non-Federal Share	\$ 1,200,664.67	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

This amendment officially modifies Grantee Authorizing Official to Forest Eidbo, forest_eidbo@nps.gov (block 10b).

Justification: Park requested change in Agreement Technical Representative (ATR).

All other terms and conditions remain unchanged.

GRANTS MANAGEMENT OFFICIAL:
Katherine Borschel, Grants Management Specialist
601 Riverfront Drive
6062
Omaha, NE, 68102-4226
Phone: (402) 661-1958

17. VENDOR CODE	0070220102	18a. UEI	DCNCCMS96EL5	18b. DUNS	082376658	19. CONG. DIST.	02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051026046-00010	\$0.00	08/01/2022	09/30/2026	8083	Construction of trail	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 04/25/2023
GRANT NO. P22AP01417-02	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/01/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Final	01/28/2027

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/01/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Final	01/28/2027



Board of Commissioners

Request for Board Action

Item Number: DC-4218

Agenda #: 12.1

Meeting Date: 2/18/2025

DEPARTMENT: Library

FILE TYPE: Consent Action

TITLE

Authorization To Submit Grant Application To The Toro Company, To Accept Grant If Awarded, And To Execute Grant Agreement

PURPOSE/ACTION REQUESTED

Authorize the library to submit a Greenspace Enhancement grant application to the Toro Company for the purpose of developing an outdoor learning and event space at the Wentworth Library and authorize the Public Service and Revenue Director or their designee, to accept the grant if awarded and execute the grant agreement and authorize an amendment to the Library budget.

SUMMARY

The county is planning a renovation of the Wentworth Library beginning in April 2025. The Capital Projects budget does not contain funds for the grounds. The library wishes to apply to the Toro Company through their Greenspace Enhancement program to develop a portion of the grounds on the east side of the library. This would allow for events and learning play to happen in that space.

Ideas being considered are a patio space with sustainable plants around the paved areas. Appropriate outdoor learning activities would be incorporated into the design. Native plantings could also be added under the windows which face Wentworth Avenue.

After consulting with Facilities Management staff, with authorization from the board, the library plans to ask for \$150,000 in the grant application. This would include fees for a landscape architect, labor, and materials.

RECOMMENDATION

Staff recommends that Dakota County submit the grant application to the Toro Company. Furthermore, staff recommends that Dakota County execute the grant agreement in the amount of up to \$150,000 and authorize an amendment to the 2025 Library budget.

EXPLANATION OF FISCAL/FTE IMPACTS

This grant has no associated additional County cost. Authorization is requested to amend the 2025 Library budget by \$150,000 to reflect the revenues and expenses associated with the grant agreement if the grant is awarded to the County. The grant will have no impact on Full-time equivalent.

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

RESOLUTION

WHEREAS, a renovation is planned for the Wentworth Library beginning in April 2025; and

WHEREAS, the project budget does not include funds for enhancement of the surrounding grounds; and

WHEREAS, the library wishes to add a learning and event space outside Wentworth; and

WHEREAS, the library requests to apply for grant funds to pay for the development of the grounds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the library to submit a Greenspace Enhancement grant application to the Toro Company in the amount of up to \$150,000; and

BE IT FURTHER RESOLVED, That, if awarded, the Dakota County Board of Commissioners hereby authorizes the Public Service and Revenue Director, or their designee, to execute a grant agreement with the Toro Company for Greenspace Enhancement in the amount of up to \$150,000, 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 amends the 2025 Library budget as follows, if awarded:

Expense	
Wentworth Library Greenspace Enhancement Project Expense	<u>\$150,000</u>
Total Expense	\$150,000
Revenue	
Greenspace Enhancement Grant - Toro Company	<u>\$150,000</u>
Total Revenue	\$150,000

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

CONTACT

Department Head: Margaret Stone
Author: Margaret Stone



Board of Commissioners

Request for Board Action

Item Number: DC-4199

Agenda #: 13.1

Meeting Date: 2/18/2025

DEPARTMENT: Human Resources

FILE TYPE: Regular Action

TITLE

Employee Recognition Day And Recognition Of HEROES And IDEA Leadership Awards Recipients

PURPOSE/ACTION REQUESTED

Recognize employees for their length of service to Dakota County, finalists for the HEROES Collaboration Award and announce the winners for the new IDEA Leadership Award - Inclusion, Diversity, Equity & Access Leadership Awards.

SUMMARY

The Dakota County Board of Commissioners annually designates a day as Employee Recognition Day when long-service employees and finalists for the HEROES Collaboration Award and winners of the IDEA Leadership Award are recognized.

1. Years of Service Recognition publicly recognizes employees with 10, 15, 20, 25, 30, 35, 40, 45, 50 years of continuous service to Dakota County. In 2025, 104 employees (with 20+ years of service) will be recognized at the County Board meeting on February 18 and invited to attend the May 20 celebration at Thompson County Park to be recognized for their service to Dakota County as identified in the proposed resolution. In addition, 101 employees celebrating 10 and 15 years of service will receive a token of appreciation from the County Board.
2. The HEROES (**H**onoring **E**ffective **R**esponsive **O**utstanding **E**fficient **S**ervice) Awards recognize the collaborative efforts of employee groups at Dakota County in 2024. The awards acknowledge groups who pursue our Mission of "*Efficient, Effective, Responsive government*" utilizing innovative and creative ways to approach the work we do to serve and connect with our customers and the public. Awards will be presented to employees to recognize them in their role in one of three final nominations for the HEROES Collaboration Award.
3. The IDEA (Inclusion, Diversity, Equity & Access) Leadership Awards. The purpose of the awards is to recognize the outstanding efforts of staff at the County who are working to make Dakota County a more inclusive, diverse, accessible and equitable organization. There are two award categories - individual and group.
4. Employee Recognition Day is designated as February 18, 2025.

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

Any expenses are included in the 2025 Adopted budget.

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

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners annually designates a day as Employee Recognition Day when long-service employees, finalists for the HEROES Collaboration Award and winners of the IDEA Leadership Awards are recognized; and

WHEREAS, Dakota County recognizes employees for 10 or more years of continuous service; and

WHEREAS, Dakota County recognizes outstanding collaborations through the HEROES (**H**onoring **E**ffective **R**esponsive **O**utstanding **E**fficient **S**ervice) Awards to recognize employee groups who demonstrate the County's mission of "*Efficient, Effective, Responsive government*" to implement innovative and creative methods for serving customers and the public; and

WHEREAS, Dakota County recognizes the outstanding efforts of staff at the County who are working to make Dakota County a more inclusive, diverse, accessible and equitable organization through the IDEA (Inclusion, Diversity, Equity & Access) Leadership Awards.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby recognizes the following employees for their years of service:

50 Years of Service

Brian Christensen

40 Years of Service

Joan Allery
Larry Huneke
Janice Larson

35 Years of Service

Ruth Burns
Kurt Chatfield
Daniel Endres
Kristin Grainer-Illies
David Magnuson
Teresa Mitchell
Patricia Molitor
Shannon Sailer
Kevin Schlangen
Lisa West

30 Years of Service

James Barton

Colleen Fodness
Kathryn Frenz
Douglas Gross
Dustin Hinrichs
Stacy Hughes
Janet Isaacson
Curt Peterson
Elmore Roundtree
Jodi Ulrich
Michael Vieburg
Darla Wallraff

25 Years of Service

Rachel Bailey
Sandra Baranick
Jill Besong
Lisa Bothun
Scott Allen Burkhart
Barbara Castaneda
Dan Cater
Amy Causton
Cory Chenevert
Mark Cherne
Timothy Cheyne
Natalie Christensen
Rhonda Lee Doheny
Cajetan Egbujor
Vicki Englin
James Gabriel
Nicole Godfredson
Jennifer Grausnick
Angella Hanson
Patrick Hupp
Kathryn Keena
Karen Kollasch
Melissa Larson
Barbara Lee
Opal Lightsey
Tanya Liska
Gerald Livingston
Todd Lusk
Tonya Mcgregor
Erin Mcloone
Ryan Miller
Paula Mueske
Chance Munger
Jonathon Napper
Brenda Ann O'Connell

Christopher P'Simer
Sean Qualy
Stacy Ann Reilly
Theresa Roberts
Wanda Rodriguez
Tracy Sadowski
Pamela Sanford
Michelle Schneider
Tamara Smith
Nicole Steffel
Lisa Thomas
Rochelle Thompson
Sandra Tupy Schiprett
Jason Urbach
Donna Welter
Judith Wohnoutka

20 Years of Service

Nicole Baars
Elizabeth Bisciglia
Kevin Britt
Betsy Dantoft
Mahuya Das
Lawrence Dickens
Jennifer Dockter
Susan Erickson
Damion Giles
Gregory Holmes
Cami Huettl
Kevin Kelley
Emmy Kruger
Denise Levasseur
Mitzi Mabry
Rachel Mickus
Jennifer Munson
Ha-Vi Nguyen
Nanette Ottoson
David Senn
Jacob Siebenaler
David Thao
Chad Thielen
Lisa Watters
Matthew Wayne
Gabrielle Wilson
Marguedy Worden

15 Years of Service

Michelle Bollinger

Susannah Fisher
Katherine Heald
Daniel Hoover
Autumn Hubbell
Krystal Johnson
Katelyn Johnstone
Joseph Morneau
Stacie Paquette
Jonathan Reiners
Jeni Reynolds
Amalia Roberts
Dustin Roeller
Jennifer Salmon
Xee Thao
Hoang Ton
Anthony Welin

10 Years of Service

Lisa Ahuja
Peter Aldahl
Linda Vang Andersen
Mikaela Anderson
Randall Arntzen
Darold Ashton
Melissa Bailey
Mary Bambenek
Pamela Bechik
Patrick Blay
Crystal Carrillo
Thomas Carruth
Jill Cegla
Colleen Collette
Amanda Conroy
Shannon Coyne
Jeffrey Dohmen
Julie Dorn
Christina Drewitz
Annelise Edsten
Hannah Ellis
Paul Endres
Danielle Fouche
Cynthia Gebhard
Saadia Gentle
Allison Graner
Michael Hamm
Joel Hendrickson
Allyson High
Blake Hogan

Sara Jackson
Amanda Johnson
Meagan Keefe
Annette Kempe
Samantha Kendall
Blake Kiernan
Jeremy David Kobielush
Lee Krogseng
Michelle Lanning
Lillian Leatham
Andrew Leko
Samantha Levine
Brian Lor
Elizabeth Lundmark
Joseph Mac
John Majerus
Danny Martinez
Margaret James Meehan
James O'Meara
Lucie O'Neill
Stephanie Opstad
Rose Palubicki
Erin Paredes
Christopher Pope
Kimberly Renville
Tonya Resick
Julie Riveness
Mark Ryan
Kelli Ryman Moore
Emily Sames
Michelle Renee Schmidt
Rebecca Schoeneck
Mary Beth Schubert
Lisa Selby
Blair Snyder
Adedamola Sobande
Steven Steingruebl
Gail Stewart
Margaret Stone
Jolene Swan
Cody Swanson
Amy Syfko
Lisa Theisen
Sarah Thomas
Lori Tolzman
Timothy Trumpy
Eric Uddin
Alison Vandercook

Elyse Vaughan
Nicole Vojta Henk
Alicia Vopava
Joseph Walton
Sean Wasmund
Garrett Zaffke
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby recognizes the following employees and presents them with HEROES Awards for outstanding collaboration achievements in their service to Dakota County in 2024:

Interactive Voice Response

Nadir Abdi
Ahtasham Alvi
Christopher Sapp
Daren Nyquist
Hoang Ton
Matthew Tuggle
Nathan Franzen
Nimmo Diriye
Olivia Klinkner
Amber Higgins
Mark Jacobs
Thomas Schneider
Elizabeth Watson
Kathryn Mutchler
Michael Hamm
Aamie Calloway
Amber Giesen
Amy Shillings
Anthony Chao
Beth Bisciglia
Bria Iliff
Chris McLean
Christa Hendrickson
Christy Trutnau
Chrystal Hovaldt
Elizabeth Yang
Hope Boos
Jessa Becker
Kathleen Walls
Kendra Wendt
Lynn Carr
Mackenzie Rickard
Royce Phung-Vuong

Sam Kvilhaug
Samantha Levine
Sheng Thor
Stacia Hamilton
Tiffinie Miller
Tristan Skoglund
Abdul Abdulrahman
Jara Scott
Paul Hanten

Eviction Prevention & Homelessness

Teri Lazaretti - Social Services
Rebecca Bowers - Social Services
Madeline Kastler - Social Service
Kelley Esch - Social Services
Amanda Conroy - Social Services
James Albrecht - Social Services
Rob Monson - Social Services
Alicia Swenson - Social Services
Kou Chang - Social Services
Rachel Ojo - Social Services
Wendy Thomas - Social Services
Krystle Holliday - Social Services
Carrie Hamilton - Employment and Economic Assistance
Judge Tracy Perzel - Dakota County Courts
Judge David Knutson - Dakota County Courts
Anna Winzenburg - Dakota County Courts

Library Self-Service Hours

Margaret Stone - Library
Aimee Schreiber - Library
Alvin Yeo - Library
Andrew Cook - Library
Angella Hanson - Library
Barb Svoboda - Library
DJ Schuette - Library
Heather Stephenson - Library
Hillary Rausch - Library
Jennifer Reichert Simpson - Library
Michael Lopez - Library
Michelle Carter - Library
Natalie Fiscus - Library
Sandy Buchanan - Library
Shawn Foster-Huot - Library
Branch Managers - Library
Circulation Supervisors - Library
All library staff

Teresa Mitchell - PS&R Administration
 Tom Novak - PS&R Administration
 Dave Brynestad - Communications
 Tad Dunham- Communications
 Troy Mallat- Communications
 Lucie O'Neill - Attorney
 Adam Montain - Facilities Management
 Bart Pritchett- Facilities Management
 Michael Lexvold - Facilities Management
 Randy Hanson - Facilities Management
 Sarah Martin - Facilities Management
 David Senn - Information Technology
 Dave Milland- Information Technology
 Jeff Sprenger- Information Technology
 Matt Schneider- Information Technology
 Ming Xu- Information Technology
 Mike Agen- Information Technology
 Jenny Groskopf - Risk and Homeland Security
 ; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby recognizes the following employees and presents them with IDEA Leadership Awards for working to make Dakota County a more inclusive, diverse, accessible and equitable organization in 2024:

Inclusion Diversity Equity and Access (IDEA) Leadership Awards

IDEA Leadership Award - Individual

Elmore Roundtree

IDEA Honorary Leadership Award - Individual

Terra Shuman - In memory of her

IDEA Leadership Award - Team/Group

Mental Health Matters Employee Resource Group

PREVIOUS BOARD ACTION

24-115; 2/27/24

ATTACHMENTS

Attachment: None.

BOARD GOALS

- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Board of Commissioners

Request for Board Action

Item Number: DC-4115

Agenda #: 14.1

Meeting Date: 2/18/2025

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Regular Information

TITLE

Workforce Shortage Workgroup Recommendation Implementation Update

PURPOSE/ACTION REQUESTED

Receive an implementation update on the Workforce Shortage Workgroup recommendations.

SUMMARY

Dakota County created a time-limited Workforce and Provider Shortage workgroup from November 2022 through June 2023, to work collaboratively with stakeholders to address the shortage of workers impacting people with disabilities. The workgroup was led by Commissioner Laurie Halverson and Commissioner Mary Liz Holberg along with Social Services leadership and consisted of people with disabilities, their family members, state agency and private sector leaders. The workgroup focused on learning about the workforce shortage and its impact on people with disabilities. The workgroup conducted listening sessions, learned about what others are doing at a local and statewide level to address the workforce shortage, and brainstormed potential solutions Dakota County could implement.

The workgroup identified four strategies that were presented to the Dakota County Board of Commissioners in July 2023. Since that time, Social Services staff have been working to implement the strategies outlined below.

Strategy 1: Recruiting and Retaining Direct Support Professionals. Dakota County hired a limited-term employee to coordinate activities in May 2024. This staff has focused on implementing strategies around recruitment and retention of direct support staff.

Strategy 2: Maximizing Self-Direction and Program Flexibility. Dakota County initiated several efforts focused on increasing program flexibility and maximizing self-direction options for people with disabilities.

Strategy 3: Increasing Assistive Technology and Remote Support. Dakota County has partnered with multiple community organizations and obtained grant funding to build internal and external capacity around assistive technology. By Resolution No. 24-572 (December 3, 2024), the Dakota County Board of Commissioners authorized acceptance of the Minnesota Department of Human Services grant funds up to a total amount of \$500,000 for workforce shortage efforts.

Strategy 4: Promoting Inclusive Communities. Dakota County hired a limited-term employee in July of 2024 to launch the Community for All initiative and established the Dakota County Disability Advisory

Council.

Staff will present an update on the status of activity in the four key strategies areas.

OUTCOMES

How much?

- In 2024, 13 trainings for 300 people; In 2025, 3 trainings for 75 people
- 6 contracts executed for Direct Support Professionals (DSPs) and Caregivers, 5 contracts executed for Communities for All
- 7 DSPs recognized, 2/month from September through December
- 3 Social Media Posts highlighting Excellence in Service Award winners, 6 posts featuring Communities for All; Reaching between 1,000 and 60,000 per post, with 138,000 Impressions and 300 Reactions.

How well?

Training survey results:

- 85 percent (94/110) said trainings were very beneficial.
- 84 percent (92/100) said trainings offered were very relevant to the work as DSP.
- 95 percent (105/110) said trainings offered would allow them to better support individuals with disabilities.

Is anyone better off?

- Awarded seven DSPs with the Excellence In Service award, and each winning organization has shared how much it is appreciated and how wonderful it is for the county to recognize the hard work DSPs are doing.
- Feedback from recent trainings:
 - “Love these trainings, feel like there is always so much more information than there is time for.”
 - “Absolutely love this training and it should be mandatory”.
 - “I really appreciated the clear examples of visual tools that providers can use to support the people we provide services to. I felt the instruction was very clear, mindful and person centered. We are so lucky to work in Dakota County to access this training!

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

24-572; 12/03/24

ATTACHMENTS

Attachment: Presentation Slides

BOARD GOALS

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

CONTACTS

Department Head: Emily Schug
Author: Megan Zeilinger



Workforce Shortage Strategies and Solutions Update to the Dakota County Board

Emily Schug, Social Services Director
Megan Zeilinger, Program Coordinator
February 18, 2025

Overview



- Review of Workforce and Provider Shortage Workgroup Strategies.
- Update on current progress and activity.

Strategies



Four strategies:

1. Recruiting and Retaining Direct Support Professionals (DSP)
2. Maximizing Self-Direction and Program Flexibility
3. Increasing Assistive Technology and Remote Support
4. Promoting Inclusive Communities

Recruit and Retain Staff



1. Direct Support Professional (DSP) and Provider focus groups to direct work
2. Hosting trainings for DSPs centered around disability and mental health
3. Excellence in Service Award
4. In contract negotiations with provider to create “gig-economy” app
5. Metropolitan Center for Independent Living continues to work towards creation of Support Worker Certification program



Maximize Program Flexibility



Aging & Disability News

Updates from Community Living Services



This e-newsletter provides information related to Dakota County Community Living Services. Each edition spotlights areas that serve older adults and individuals with disabilities. Let us know if there is a topic that you are interested in learning about by emailing social.services@co.dakota.mn.us.

Spotlight

In 2023, the Dakota County Board of Commissioners created a [Workforce and Provider Shortage Workgroup](#) to help people with disabilities and their families. One strategy focused on recruiting and keeping Direct Support Professionals (DSP). Work has begun to provide training, learning, and mentorship opportunities for DSPs and informal caregivers.

We established the Excellence in Service Award to honor DSPs work in our community. To learn about each month's winner, visit our [Instagram](#) or [Facebook](#).

If you would like to learn more, reach out to Annelise Edsten at annelise.edsten@co.dakota.mn.us.

Did you know?

Effective Jan. 1, 2025, the Minnesota Legislature authorized budget increases to the Consumer Directed Community Support (CDCS) program. This is to implement the labor agreement with the SEIU Healthcare Union.

1. Journey Mapping with Star Services
2. Monthly newsletter geared towards sharing resources and information for individuals accessing disability and older adult services
3. "Coffee with Caregivers" focus group held to solicit feedback and steer work

Increase Assistive Technology



1. Community Living Services workgroup
2. Trainings with assistive technology experts
3. Department of Human Services Innovations Grant focusing on increasing use of technology in employment
4. Pilot use of Gig-Economy App



Promote Inclusive Communities



Disability Advisory Council

1. 23 members appointed in June 2024; monthly meetings began in September 2024.
2. Council feedback is being requested by both internal and external stakeholders.
3. Council has worked to prioritize issues of disability prevalent in our community as areas of focus.

Communities for All

1. Community assessment being completed via a contract with Dendros.
2. Outreach to business and organizations to garner interest in joining efforts.
3. Currently in progress of executing 6 contracts for partner agencies.
4. Branding and marketing has been created and launched.

Promote Inclusive Communities



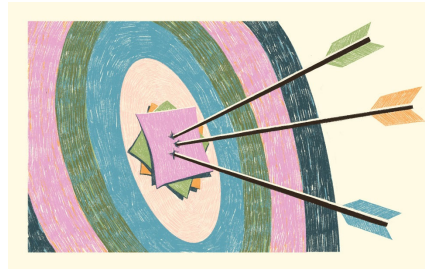
Communications materials include:

- News release
- Video
- Webpage with resources
- Program fact sheet
- Social media campaign
- Branding package



Goals in 2025

- Implementing Communities for All
- Supporting Disability Advisory Council
- Trainings for DSPs
- Engaging with caregivers in meaningful (to them) ways
- Collaborating with MCIL on Support Worker Certification
- Developing and piloting gig-economy app
- Increasing use of Assistive Technology



Questions?



Board of Commissioners

Request for Board Action

Item Number: DC-4154

Agenda #: 14.2

Meeting Date: 2/18/2025

DEPARTMENT: Public Health

FILE TYPE: Regular Information

TITLE

Communities For A Lifetime Initiative Update

PURPOSE/ACTION REQUESTED

Receive an update on the Communities for a Lifetime (CFL) initiative.

SUMMARY

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, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents.

The Dakota County CFL initiative brings together community members, organizations, local businesses, cities, and county staff to create more Age-Friendly communities.

The share of the Dakota County population that is 65 and older increased from 10.1 percent in 2010 to 16.1 percent in 2022. The number of older adults in Dakota County is projected by the Minnesota Department of Human Services to more than triple from 2010 (39,816) to 2030 (115,074).

CFL has worked to increase awareness of the impact of demographic changes, and the need for communities, organizations, and businesses to respond. Through planning efforts and activities, CFL works upstream in partnership with others to build best practice models, pilots, and community projects to make a difference in the lives of older adults and their families. Connecting older adults with existing resources that enable them to stay in their homes longer is a major focus of CFL. This approach results in greater satisfaction and wellbeing for older adults and cost savings for them and the larger community.

The demographic changes in MN are firmly upon us:

- Around 2020, Minnesota's 65+ population eclipsed K-12 population (age 5-17) for the first time in history.
- The number of older adults turning 65 between 2010 and 2030 will be greater than the past four decades combined.

- According to projections, the total number of older adults (65+) is anticipated to double between 2010 and 2030. By then, more than 1 in 5 Minnesotans will be an older adult, including all the Baby Boomers.

A CFL or Age-Friendly community offers people: transportation options to help keep them mobile and independent; a full range of affordable housing options as needs change; sidewalks and paths that are walkable for transport and exercise; accessible and quality services that support older adults and caregivers in home and community settings; flexible and supportive employment and volunteer opportunities, including intergenerational activities; and effective technology to connect people and help with life's various activities.

CFL staff will provide an update on projects and initiatives in 2024/2025.

OUTCOMES

See Attachment: Communities for a Lifetime 2024-2025 Overview, for details.

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: Communities for a Lifetime 2024-2025 Overview
Attachment: Presentation Slides

BOARD GOALS

- A Great Place to Live A Healthy Environment
 A Successful Place for Business and Jobs Excellence in Public Service

CONTACTS

Department Head: Coral Ripplinger
Author: Jess Luce

Communities for a Lifetime (CFL) Initiative Update: 2024 Accomplishments and 2025 Activities

1. Fall Prevention Project started in 2020 as a pilot in partnership with South Metro Fire (West St. Paul, South St. Paul) to reduce the number of Lift Assists by connecting frequent fallers with resources and supports.

- Referrals are connected to resources/programs/services that can reduce falls and the need for Lift Assists. Follow-up calls are made to referrals to answer questions about resources and provide further assistance, as needed.
- In 2023, Burnsville and Egan fire departments were added to the project.
- In 2024, we added two Community Health Workers to the project and implemented a new way of tracking referrals through PH Doc, Public Health's Electronic Health Record.
- **61 referred/39 clients completed in 2024** have been contacted by Community Health Workers and the CFL Program Manager from three participating fire departments (WSP/SSP, Burnsville, Egan).

2. Rideshare Trainings for Older Adults in 2024: 100 people attended three rideshare trainings for older adults in Dakota County. The trainings are designed to teach older adults how to use Lyft/Uber as a transportation option. Participants received a \$50. Lyft pass to encourage trying rideshare.

- Burnsville, Jun. 12, 2024, (24 participants)
- West St. Paul, Aug. 7, 2024 (50 participants)
- Apple Valley, Sep. 18, 2024 (26 participants)
- In-person Rideshare Trainings are being scheduled for the spring/summer, 2025.

3. Age-Friendly West St. Paul are implementing an Action Plan, to carry forward the work of making West St. Paul more age-friendly.

- West St. Paul joined the AARP Age-Friendly Network in 2022, assisted by Living Longer & Stronger in West St. Paul (LLS), which has been supported by CFL since 2013.
- Administered a comprehensive, communitywide survey in 2023, with over 200 participants, and met with city staff on key areas in 2024.

4. New Volunteer CFL Community Coordinator started "Resources Outreach Project" in Apple Valley: promoting age-friendly community resources to residents in Apple Valley.

- 3rd Coordinator to be recruited to serve their community by supporting aging in unique ways.

- Past topics: 1. decluttering/downsizing presentations; 2. mapping condo associations and helping condo boards better understand aging in place.

Future Projects/Plans for 2025

5. Dakota County Solos Project: With rising numbers of older adults that do not have family members to support them, there is a great need for figuring out ways for solo older adults to support each other and understand the resources and services that are available.

- CFL plans to encourage and support establishing solo groups in Dakota County.

6. Resources for Adults 55+ Kiosks will be placed and rotated at locations around the county.

- Not everyone is online, and materials need to be at places where older adults and their families may inquire about needed resources.
- In the past, kiosks were placed at: community/senior centers, YMCAs, faith communities, libraries, city halls, non-profits, and a bank.

7. Visiting Kits, Dementia Project with libraries and SHIP is an important partnership to expand dementia awareness/memory kits provided by libraries to community members from priority populations to include translated kits in other languages/cultures. Exploring: Spanish, Somali, Hmong.

8. Updating City Profiles Project data and dashboard in 2025.

- In 2016, the original CFL City Profiles were completed, looking at how Age-Friendly D.C. cities were to neighboring cities – to help inform the Comp. Plan process; create competition!
- Online dashboard was added, using current data to show how Age-Friendly D.C. cities are in key areas: population, housing, services, safety, and AARP’s Livability Index.

9. Additional funding and grant opportunities will be investigated to expand CFL work (and possibly staffing) in 2025 and beyond, as our aging population continues to grow and pose challenges.



Communities for a Lifetime Initiative, Board Update

Jess Luce
Public Health, Program Manager
Feb. 18, 2025



Public Health
Prevent. Promote. Protect.

TO LIFELONG SUPPORT



Communities for a Lifetime



**Age-Friendly Communities,
Livable Communities...**

What are Communities For a Lifetime?



- Good places to **grow up** and **grow older**.
- **A community planning framework**; planning for needs of older adults can benefit all age groups (for ex., curb cuts).
- **Healthy, active, successful residents** yield economic & social benefits for whole community.
- **CFL resonates with more people**; more people benefit!



All of us benefit from CFL!



- **All of us can benefit** from more walkable, bikeable communities that offer more **transit options** and **affordable housing options**, more **green space/parks**, and **opportunities to exercise** and **engage with their community**.
- **As people age, CFL become even more essential** to living a vital, active, and healthy life.
- If cities want to **keep their residents**, and **benefit from them**, they will need to **become more "Age-Friendly."**

CFL Objectives and Approach



- **Increase awareness** of demographic changes; importance of Age-Friendly communities.
- Engage in “**preventative**” planning and activities.
- Build **best practice, models, pilots, community projects.**



Fall Prevention Project



Dakota County
Fall Prevention Project

**LEARN TO
PREVENT
FALLS AND
STAY SAFE**

**IF YOU HAVE FALLEN,
YOU ARE NOT ALONE**

- ▶ Millions of older people fall each year. More than 1 in 4 adults 65+ fall each year.¹
- ▶ Less than half of people who fall inform their health care provider about it.²
- ▶ Falling once doubles your chances of falling again.³
- ▶ Falls are the leading cause of injury and hospital trauma admissions.⁴

**DID YOU KNOW:
FALLS ARE PREVENTABLE**

- ▶ Fear of falling increases your risk of falling.
- ▶ Medication side-effects can cause dizziness and affect how steady you are.
- ▶ You can reduce your risk of falls with light exercise that increases strength, balance, and flexibility.

Stay safe and Independent in your home.

We can provide information on services, programs, and resources at **no cost** that may help you prevent or reduce future falls.

Call **651-554-6104** or you can provide your contact information to the **South Metro Fire Department**. The Fire Department will share your information with the Fall Prevention Coordinator who will contact you.

Check out the
Falls Prevention
Checklist on the
back side!

The Dakota County Fall Prevention Project is sponsored by the South Metro Fire Department and the Dakota County Public Health Department.



Fall Prevention Project



- Fall Prevention Project started in 2020 as a pilot in partnership with South Metro Fire (West St. Paul, South St. Paul) to **reduce the number of Lift Assists by connecting frequent fallers with resources and supports.**
- Referrals are **connected to resources, programs, services** that can reduce falls and the need for Lift Assists.
- **Follow-up calls** are made to referrals to answer questions about resources and provide further assistance, as needed.

Fall Prevention Project



- In 2023, **Burnsville and Eagan fire departments** were added to the project.
- In 2024, we added **two Community Health Workers** and implemented a **new way of tracking referrals through PH Doc**, Public Health's Electronic Health Record.

Fall Prevention Project, 2024



- From Aug. – Dec. 2024 (5 months): **61 referred, 39 clients contacted w/ resources** by Community Health Workers and the CFL Program Manager from three fire departments (WSP/SSP, Burnsville, Eagan).
- 11 clients received follow-ups calls.

Fall Prevention Project



- Typical client: late 70s - 90s, fallen 3-5 times in past few months, multiple chronic conditions, numerous medications.
- Would benefit from home modifications; help at home w/ cleaning; needing help w/ transportation.
- Two difficult situations: 60-70+ Lift Assists for the year; both had M.S., needed a higher level of care/housing – helped facilitate transition.

Rideshare Trainings, 2024



- **100 people** attended three rideshare trainings for older adults. Designed to teach older adults how to use Lyft/Uber. Participants received a \$50. Lyft pass to encourage trying rideshare. **Partner w/ GoDakota.**
- Burnsville, Jun. 12, 2024 (24 participants)
- West St. Paul, Aug. 7 (50 participants)
- Apple Valley, Sep. 18 (26 participants)
- More in-person Rideshare Trainings are being scheduled for the spring/summer 2025.

Age-Friendly West St. Paul



- CFL and LLS administered a communitywide survey in 2023, w/ over 200 participants, met with city staff in 2024 on key areas, and are finishing an Action Plan to carry forward the work of making West St. Paul more age-friendly.

New Volunteer Community Coordinator



- **3rd Coordinator** to be recruited to serve their community by supporting aging in unique ways.
- **Past topics:** 1. decluttering/downsizing presentations; 2. mapping condo associations and helping condo boards better understand aging in place.
- New volunteer/topic: 3. **Resources Outreach Project** in Apple Valley: promoting age-friendly community resources to residents in Apple Valley.

Future Projects/Plans for 2025



- **Dakota County Solos Project:** with rising numbers of older adults that do not have family members to support them, there is a great need for figuring out ways for solo older adults to support each other and understand the resources, services that are available.
- CFL plans to encourage and **support establishing solo groups** in Dakota County.

2025: Resource Kiosks



- **Resources for Adults 55+ Kiosks** will be placed and rotated at locations around the county.
- **Not everyone is online**, and materials need to be at places where older adults and their families may inquire about needed resources.
- In the past, kiosks were placed at:
community/senior centers, YMCAs, faith communities, libraries, city halls, non-profits, and a bank.

2025: Visiting Kits, dementia



- **Visiting Kits, dementia project** with libraries and SHIP is an important partnership to expand dementia awareness/memory kits provided by libraries to community members from priority populations to include translated kits in other languages/cultures.
- Exploring: Spanish, Somali, Hmong.

2025: Updating City Profiles



- In 2016, the original **CFL City Profiles** were completed, looking at how Age-Friendly D.C. cities were to neighboring cities – to help inform the Comp. Plan process; create competition!
- **Online dashboard** was added, using current data to show how Age-Friendly D.C. cities are in key areas: population, housing, services, safety, and AARP's Livability Index.
- **Updating the data and dashboard** in 2025!

2025: Additional Funding, Grants



- **Expand CFL work: additional funding and grant opportunities** will be investigated to expand CFL work (and possibly staffing) in 2025 and beyond, as our aging population continues to grow and pose challenges.
- CFL has had interns, volunteers, AmeriCorps members.

Any Questions?



Thank you!

Dakota County Public Health Department
Communities for a Lifetime Initiative

Jess Luce, Program Manager

jess.luce@co.dakota.mn.us

651-554-6104



Board of Commissioners

Request for Board Action

Item Number: DC-4075

Agenda #: 15.1

Meeting Date: 2/18/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Implement Dakota County Chloride Reduction Program

PURPOSE/ACTION REQUESTED

Authorize the implementation of the Low Salt No Salt Dakota County Chloride Reduction Program. The purpose is to build community capacity to maintain winter safety while reducing chloride-based deicer use and its associated damages through relationships with local property owners.

SUMMARY

Chloride, the chemical that makes up deicing salts, is a permanent pollutant. Excess salt and elevated chloride levels in water damage the environment and infrastructure. Chloride is toxic to aquatic species, especially invertebrates and amphibians. Chloride disrupts the natural mixing process of lakes and can encourage the release of phosphorus and heavy metals from sediment. Salt is very corrosive and damages roads, bridges, building exteriors and interiors, and pipes. Though chloride does not impose a direct human health risk, it can affect the taste of our drinking water.

As of 2024, there are 68 waterbodies impaired for chloride in Minnesota. In Dakota County, Thompson Lake in West St. Paul has been impaired for chloride since 2013. Additional waterbodies (Fish Lake in Eagan and sections of the Vermillion River) have seen elevated chloride levels in recent years but do not meet the Minnesota Pollution Control Agency (MPCA) impairment threshold.

The 2020-2030 Dakota County Groundwater Plan, strategy 1B4, identifies preventing chloride contamination as a high priority. Tactic 1B4B states Dakota County will partner with cities and townships to develop and implement a chloride reduction plan and policies in accordance with the MPCA Statewide Chloride Management Plan. To reduce chloride contamination, staff proposes a Low Salt No Salt Chloride Reduction Program (Program) that will focus on reducing deicing salt use within the community without sacrificing safety and educating community members about the problem of chloride pollution.

The Program will be an extension and adaptation of the [Low Salt No Salt Minnesota <https://rpbcwd.org/low-salt-no-salt>](https://rpbcwd.org/low-salt-no-salt) program currently being implemented in Hennepin County and the Capital Region Watershed District. The program proposes to leverage materials already developed, where practical, with modifications to meet Dakota County community needs. The Program will be implemented in partnership with cities, townships, and watershed organizations and will include the following elements (Attachment: Low Salt No Salt Chloride Reduction Program Outline):

- Staff will develop educational materials for Dakota County staff and partner organizations to successfully implement the Program.
- Dakota County staff and partner organizations (cities, townships, watershed organizations) will conduct outreach to local property owners and organizations to encourage participation in the Program. Program participants may include faith-based organizations, schools, homeowner associations, and property managers.
- Program participants will sign a pledge committing to smart salting best practices. Participants will be recognized and identified on a web map that will include testimonials and success stories.
- Program participants will receive an incentive item (support tool) to implement smart salting best practices. Examples include an ice scraper, pavement temperature gun, or chicken grit.

The Program will result in established relationships with Dakota County organizations, reduced deicing salt use, and increased awareness about the impacts of chloride and the importance of smart salting practices.

RECOMMENDATION

Staff recommends the County Board of Commissioners authorize implementation of the Low Salt No Salt Dakota County Chloride Reduction Program.

EXPLANATION OF FISCAL/FTE IMPACTS

No anticipated impact. Initial Program and material development support will be provided by the 2024 -2025 Minnesota GreenCorps Member assigned to Dakota County. The Program will be implemented with existing staff and within currently approved operating budgets. Cost to purchase program incentive items is anticipated to be minimal and will be funded through the Environmental Resources Operating Budget, approved through the annual budget process.

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

RESOLUTION

WHEREAS, chloride is a permanent pollutant, and excess salt and elevated chloride levels in water damage the environment and infrastructure; and

WHEREAS, in Dakota County, Thompson Lake in West St. Paul is impaired for chloride, and additional waterbodies have seen elevated chloride levels in recent years; and

WHEREAS, the 2020-2030 Dakota County Groundwater Plan, strategy 1B4, identifies preventing chloride contamination as a high priority; and

WHEREAS, staff propose a Low Salt No Salt Chloride Reduction Program (Program) that will focus on reducing deicing salt use within the community without sacrificing safety and educating community members about the problem of chloride pollution; and

WHEREAS, the Program will be an extension and adaptation of the [Low Salt No Salt Minnesota <https://rpbcwd.org/low-salt-no-salt>](https://rpbcwd.org/low-salt-no-salt) program currently being implemented in Hennepin County and the Capital Region Watershed District; and

WHEREAS, the program proposes to leverage materials already developed, where practical; and

WHEREAS, the program will be implemented in partnership with cities, townships, and watershed organizations; and

WHEREAS, the Program will include developing educational materials to successfully implement the Program, outreach to local property owners and organizations to encourage participation, a pledge form committing to smart salting best practices, and incentive items (support tools) to implement smart salting best practices.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the implementation of the Low Salt No Salt Dakota County Chloride Reduction Program.

PREVIOUS BOARD ACTION

24-085; 2/17/24

ATTACHMENTS

Attachment: Low Salt No Salt Chloride Reduction Program Outline

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Valerie Neppl



Low Salt No Salt – Chloride Reduction Program Proposed Project Outline

Purpose

The purpose of *Low Salt No Salt – Dakota County*, a chloride reduction program, is to “build community capacity to maintain winter safety while reducing chloride-based deicer use and its associated damages through relationships with local properties.” It is an outreach program that provides support and resources for local properties to effectively and confidently reduce their use of deicing salts without sacrificing safety and to educate their community members about the problem of chloride pollution.

Problem

Over the past several decades in Minnesota, deicing salts have become an important safety tool in keeping our roads, parking lots and sidewalks free of ice. However, this led to a salty water problem in the state. Chloride, the chemical that makes up deicing salts, is a permanent pollutant (it doesn’t naturally break down). It only takes one teaspoon of salt to pollute five gallons of water. Chloride levels in our lakes, streams and groundwater continue to increase. As of 2024, there are 68 waterbodies impaired for chloride in Minnesota (14 were added in 2024), and an additional 75 waterbodies are considered “high risk,” according to the [Minnesota Pollution Control Agency \(MPCA\)](#). In Dakota County, Thompson Lake in West St. Paul has been impaired for chloride since 2013. Additional waterbodies (Fish Lake in Eagan and sections of the Vermillion River) have seen elevated chloride levels in recent years, but not high enough to meet MPCA’s impairment threshold.

Excess salt and elevated chloride levels in water damage the environment and infrastructure. Chloride is toxic to aquatic species, especially invertebrates and amphibians. Chloride disrupts the natural mixing process of lakes and can encourage the release of phosphorus and heavy metals from sediment. Salt is very corrosive and damages our roads, bridges, building exteriors and interiors, and pipes. Though chloride doesn’t impose a direct human health risk, it can affect the taste of our drinking water. These reasons are why the State of Minnesota prioritizes tracking and managing salt use thus limiting the amount of chloride that enters our environment.

The [Minnesota Statewide Chloride Management Plan](#) provides information and strategies to combat chloride pollution, including an evaluation of the primary sources of chloride (winter maintenance, water softening, fertilizers and dust suppressants). The largest source of chloride in our environment is from winter maintenance and deicing salts.

Groundwater Plan Tactic Linkages

Strategy 1B4 – Prevent groundwater contamination from chloride.

Tactic 1B4B: Partner with cities and townships to develop and implement a chloride reduction plan and policies in accordance with the MPCA Statewide Chloride Management Plan and Twin Cities Metropolitan Area Chloride Management Plan.

Proposed Project

Goals

The goals of *Low Salt No Salt – Dakota County* chloride reduction program are to:

- Increase capacity among local property decision makers to decrease deicing salt use while maintaining safety.
- Establish and maintain relationships with these properties to provide support, consistent communication and resources to reduce deicing salt use.
- Recognize the efforts of the participating properties/organizations in adopting best management practices to reduce deicing salt use.
- Increase awareness about the negative impacts of salt/chloride and smart salting practices to community members.

Outline

This program will be an extension and adaptation of the [current Low Salt No Salt program](#) being implemented in Hennepin County and the Capitol Region Watershed District. This proposed program will use the current Low Salt No Salt program materials, including the logo, with slight modifications to best suit Dakota County. The program will be implemented in collaboration with partner organizations, which will include cities, townships, and watershed management organizations (WMOs).

The following components are proposed for the Low Salt No Salt program:

- Program Participation
 - The program is free and open to any local properties/organizations/groups, whether they are currently implementing smart salting best practices or not.
 - Participation criteria is a completed and signed pledge form of smart salting best practices.
 - Check-in with participants about the best practices they've pledged to do and update them accordingly.
 - Participants will be tracked through a web map and include any testimonials and success stories of reducing their salt use.

- To maintain a program participant, they must complete surveys that will be sent out before, during and after the winter season.
- Outreach & Recruitment
 - Direct outreach will be conducted by Dakota County staff and partner organizations (cities, townships, WMOs).
 - Outreach will first be to faith-based communities and schools.
 - Consideration: Use existing relationships for outreach to increase chances of program participation (like Landscaping for Clean Water).
 - Organizations like homeowner/townhome/condo associations, property managers and commercial properties will be targeted for outreach in later years of the program.
 - Utilize the recruitment letter template, videos and the Low Salt No Salt logo in direct outreach. Slight modifications may be made to materials, as needed to best fit Dakota County.
 - Follow up with phone calls and/or in-person meetings to start a relationship with the prospective faith-based communities and schools.
- Consultations
 - Interested organizations/groups can request to have an in-person consultation to discuss winter maintenance at their property and details of the Low Salt No Salt program.
 - Consultations will be done by Dakota County staff or partner organizations, based on the property location and availability of staff.
- Incentive Items (also known as Support Items)
 - Example items could be a [long handled steel ice scraper](#), a [pavement temperature gun](#), or a [50 pound bag of chicken grit](#). Items will be adjusted based on partner support needs and funding availability to purchase items.
 - To receive an incentive item, participants must commit to smart salting practices by completing and signing the pledge form.
 - Incentive items will not be mentioned in any public-facing information sources (Dakota County website, e-newsletters, social media) but will be included in direct outreach efforts to encourage program participation.
- Educational & Outreach Materials
 - Materials will be developed and shared to minimize partner organization workloads in engagement efforts. Identification of educational and outreach materials may be adjusted based on needs of the partner organizations.
 - Examples of educational and outreach materials to be developed by Dakota County (or are already developed as part of the current Low Salt No Salt program) for the program include:
 - Recruitment Letter Template
 - Instructional Videos
 - Consultation Presentation Slides
 - FAQ and Card Handouts

- Social Media Kits
- Newsletter Articles
- Dakota County Webpage
- MS4 Education (including proper storage of salt, illicit discharge)
- Other education materials developed by Dakota County, but not necessarily for this program, can be used if applicable.
- Dakota County will develop train-the-trainer sessions and resources as needed for partner organizations on how to utilize the education and outreach materials, and/or how to conduct consultations.
- Partner organizations are free to develop and utilize their own materials for this program if applicable.

Responsibilities

- Dakota County: overall program coordination, direct outreach, support partner organizations in implementing the program, create education and outreach materials as needed, lead or co-lead consultations, create and send surveys and newsletters to participants.
- Partner Organizations (cities, townships, WMOs): aid in direct outreach, leverage county provided resources, include the program in social media and newsletters or other media outlets, lead or co-lead consultations, be the local contact for program participants.

Measures of Success

To evaluate the effectiveness of Low Salt No Salt – Dakota County, the following measures of success will be adopted:

- Number of signed pledges
- Number of program participants
- Number of partner organizations
- Number of each best practice marked on the pledge form
- Success stories and testimonials shared from program participants
- Reduction in de-icing salt use, as identified in follow-up surveys

Fiscal Impacts/Funding

The Low Salt No Salt – Dakota County chloride reduction program will be implemented with existing staff and within currently approved operating budgets. Additional staff and funding needs are not anticipated. Cost to purchase program incentive items for committing to salt reduction is anticipated to be minimal and will be funded through the Environmental Resources Operating Budget approved through the annual budget process. Non-county funds (e.g., grants) will be evaluated and leveraged as much as possible to support implementation.



Authorization To Implement Dakota County Chloride Reduction Program

Valerie Nepl
Groundwater Protection Unit Supervisor
Environmental Resources
February 18, 2025

Overview



- Background Information
- Program Outline
- Action Request

ONE TEASPOON
OF SALT POLLUTES
5 GALLONS OF WATER
FOREVER

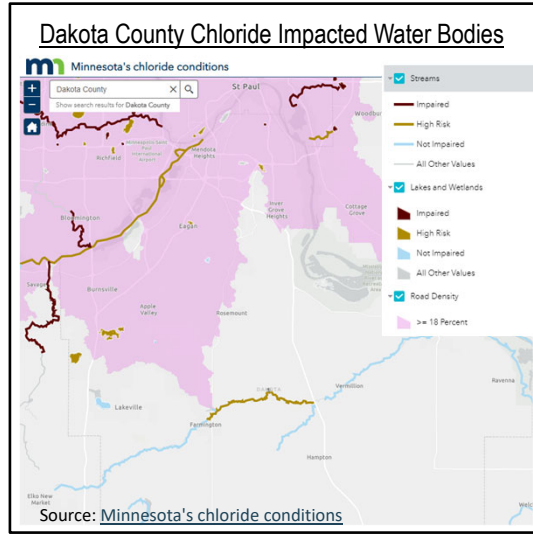


Background Information



Chloride is a permanent pollution.

- Major Sources:
 - 42% Deicing salt
 - 23% Fertilizer
 - 22% Wastewater
- Environmental Impacts
 - Toxic to aquatic species
 - Disrupts mixing of lakes
 - Impacts drinking water and pipes



Program Outline



Low Salt No Salt – Chloride Reduction Program

Goals:

- Decrease deicing salt use from local property decision makers
- Establish and maintain relationships
- Recognize efforts
- Increase awareness and smart salting practices



Program Outline



Low Salt No Salt – Chloride Reduction Program

Program Elements:

- Partner with cities, townships, watersheds, and other stakeholders
- Develop educational materials
- Conduct outreach to local property owners
- Encourage pledge commitment to smart salting best practices
- Provide recognition and support tools

Program extension of the
Low Salt No Salt Minnesota Program
Hennepin County Chloride Initiative



Source: [Low Salt No Salt Minnesota](#)

Program will be implemented with existing staff and approved operating budget

Action Request



Request authorization to implement the
Low Salt No Salt
Dakota County Chloride Reduction Program





Board of Commissioners

Request for Board Action

Item Number: DC-4260

Agenda #: 18.1

Meeting Date: 2/18/2025

Information

See Attachment for future Board meetings and other activities.

February 17, 2025

Monday

All Day

County Offices Closed - President's Day Holiday

February 18, 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

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

6:00 PM - 6:00 PM

Public Open House: Lebanon Hills Regional Park Sustainable Trail Study - Mountain Bike Focus Group -- Dakota Lodge, 1200 Stasson Ln, West St. Paul

February 20, 2025

Thursday

6:00 PM - 6:00 PM

Public Open House: Lebanon Hills Regional Park Sustainable Trail Study -- Dakota Lodge, 1200 Stasson Ln, West St. Paul

February 21, 2025

Friday

8:30 AM - 8:30 AM

Dakota-Scott Workforce Development Board Meeting -- Northern Service Center, 1 Mendota Road West, Room 520, West St. Paul

February 26, 2025

Wednesday

8:00 AM - 8:00 AM

Association of MN Counties Legislative Conference -- InterContinental Hotel, 11 East Kellogg Blvd, St. Paul

9:15 AM - 9:15 AM

Metropolitan Mosquito Control District Commission Meeting -- Metropolitan Government Center, 2099 University Avenue West, St. Paul

February 27, 2025

Thursday

- 8:00 AM - 8:00 AM Association of MN Counties Legislative Conference -- InterContinental Hotel, 11 East Kellogg Blvd, St. Paul
- 1:00 PM - 1:00 PM Vermillion River Watershed Joint Powers Board Meeting - CANCELED --
- 3:00 PM - 3:00 PM Heritage Library 25th Anniversary -- Heritage Library, 20085 Heritage Dr., Lakeville
- 4:30 PM - 4:30 PM Public Open House: 70th Street Project - CANCELED
- 7:00 PM - 7:00 PM Dakota County Planning Commission Meeting -- Western Service Center, 14955 Galaxie Ave, Conference Room 106, Apple Valley

March 1, 2025

Saturday

- All Day 2025 NACo Legislative Conference -- Washington Hilton, 1919 Connecticut Ave NW, Washington, DC

March 2, 2025

Sunday

- All Day 2025 NACo Legislative Conference -- Washington Hilton, 1919 Connecticut Ave NW, Washington, DC

March 3, 2025

Monday

- All Day 2025 NACo Legislative Conference -- Washington Hilton, 1919 Connecticut Ave NW, Washington, DC

March 4, 2025

Tuesday

- All Day 2025 NACo Legislative Conference -- Washington Hilton, 1919 Connecticut Ave NW, Washington, DC

March 10, 2025

Monday

- 9:30 AM - 9:30 AM Dakota County Jail Integrative Health Unit ribbon-cutting -- Law Enforcement Center, 1580 Highway 55, Hastings

March 10, 2025 Continued

Monday

12:00 PM - 12:00 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3Zll0REJyVGJ2RnQxbXc4Zz09>)

March 11, 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

4:00 PM - 4:00 PM

Public Open House: County Rd. 31 (Pilot Knob Road) at Upper 147th Street W. Intersection Improvement -- Apple Valley Municipal Center, 7100 147th St. W, Apple Valley



Board of Commissioners

Request for Board Action

Item Number: DC-4261

Agenda #: 19.1

Meeting Date: 2/18/2025

Adjournment