



Dakota County

Physical Development Committee of the Whole Agenda

Tuesday, April 15, 2025

9:30 AM

Conference Room 3A, Administration
Center, Hastings

(or following General Government and Policy)

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

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

2. Audience

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

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

3.1 Approval of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On March 18, 2025

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

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

5. Regular Agenda

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

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

6. Physical Development Director's Report

7. Future Agenda Items

8. Adjournment

8.1 Adjournment

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Public Comment can be sent to CountyAdmin@co.dakota.mn.us



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4464

Agenda #: 3.1

Meeting Date: 4/15/2025

Approval of Agenda (Additions/Corrections/Deletions)



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4465

Agenda #: 4.1

Meeting Date: 4/15/2025

Approval Of Minutes Of Meeting Held On March 18, 2025



Dakota County

Physical Development Committee of the Whole

Minutes

Tuesday, March 18, 2025

9:30 AM

**Conference Room 3A, Administration
Center, Hastings**

(or following General Government and Policy)

1. Call to Order and Roll Call

The meeting was called to order at 9:45 a.m. by Commissioner Holberg.

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

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

The audio recording of this meeting is available upon request.

2. Audience

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

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

3.1 Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Commissioners discussed amending the agenda by removing the following item from the Consent Agenda and placing it on the April 15, 2025 Physical Development Committee of the Whole Regular Agenda for further discussion.

4.6 Parks - Authorization To Execute Joint Powers Agreements With Independent School District 199, And Inver Hills Community College For Interpretive And Wayfinding Installations And Programming Implementation

Along the Unity Trail

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the agenda was unanimously approved as amended. The motion carried unanimously.

Ayes: 6

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On February 11, 2025

Motion: Joe Atkins

Second: Mike Slavik

Ayes: 6

4.2 Approval Of Major Modification And Issuance Of New License To Pine Bend Sanitary Landfill

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, Pine Bend Sanitary Landfill (PBSL) currently operates a municipal solid waste landfill in the City of Inver Grove Heights, which is permitted by the Minnesota Pollution Control Agency (MPCA) and licensed by Dakota County as a solid waste facility; and

WHEREAS, PBSL has submitted to the Environmental Resources Department (Department) an application to modify the existing license to allow for a vertical expansion of the landfill, resulting in an 8,185,800 cubic yard increase in total capacity; and

WHEREAS, pursuant to Dakota County Ordinance No. 110, Solid Waste Management (Ordinance No. 110), PBSL's proposal to increase capacity constitutes a major modification of this County license and requires County Board approval; and

WHEREAS, the City of Inver Grove Heights has approved PBSL's request to increase capacity, pursuant to PBSL's Conditional Use Permit with the City; and

WHEREAS, the MPCA is reviewing the modification request, and construction will not start prior to PBSL receiving permission from the MPCA; and

WHEREAS, Department staff has reviewed this proposed major modification to PBSL's solid waste facility, finds that it meets the requirements of Ordinance No. 110, and recommends that the County Board approve this major modification and issue a new license to PBSL; and

WHEREAS, the Dakota County Board of Commissioners has previously approved license and variance conditions for the PBSL's solid waste facility, as detailed in this Resolution, which staff recommends be incorporated into a new

license if approved by the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves, as a major modification to the Pine Bend Sanitary Landfill (PBSL) solid waste facility license, PBSL's request to vertically expand the landfill for an increase in total capacity to 42,123,200 cubic yards; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the issuance of a new solid waste facility license to PBSL for the PBSL multi-operational solid waste facility located in Inver Grove Heights, for the time period March 25, 2025, to December 31, 2026, subject to compliance with all applicable State, local, and County laws, rules, and ordinance requirements and the following conditions:

1. The Licensee shall operate the sanitary landfill in accordance with all plans and specifications approved as part of the initial license application to the County Board, all applicable County Ordinance requirements, and all subsequent modifications or additions as approved by the respective state and local agencies and the Dakota County Board of Commissioners. Certain approved plans are listed below:
 - Solid Waste Management Plan - "Solid Waste Management Plan, Revised July 2014", submitted July 2014.
 - Operations and Maintenance Plan - "Application for Permit Renewal", submitted November 2013.
 - Closure, Post-Closure, Contingency Action Plan and Financial Assurance Plan with Post-Closure Cost Estimates - "Application for Permit Renewal", submitted November 2013.
2. The Licensee has been granted, by the Dakota County Board of Commissioners, a continuing variance from the following requirement of Ordinance No. 110.
 - Section 6.01(E) that states that a solid waste landfill shall not be located within 1,000 feet of a public roadway.
3. The Licensee shall comply with all design requirements specified in the MPCA permit for the sanitary landfill.
4. The Licensee shall pay the annual license fee for a "Sanitary Landfill", as established by the County Board for 2026, by December 31, 2025.
5. The Licensee shall conduct annual aerial surveys or registered ground surveys of the sanitary landfill or shall use any other method acceptable to the Dakota County Environmental Resources Department

(Department) to determine compliance with the vertical property boundary of the facility under the approved plans, and to determine settlement effects, if any. The Licensee shall submit data from such aerial surveys, ground surveys, or other methods to the Department in a form sufficient for the Department to determine if a modification of the license for the landfill is necessary.

6. The Licensee shall accept waste in accordance with its Solid Waste Management Plan, dated July 2014, and as approved by the Minnesota Pollution Control Agency and the Department.
7. The Licensee shall reimburse Dakota County for waste sampling or analysis undertaken by the Department to resolve discrepancies in information included in any application for co-disposal of industrial waste that the Department has approved or is asked by the Licensee to approve.
8. The Licensee as part of their normal leachate analysis program shall test leachate for Gasoline Range Organics (GRO), Diesel Range Organics (DRO) and Total Petroleum Hydrocarbons using a method approved by the Environmental Management Department.
9. Provided the Licensee collects electronics at the landfill, the following practices on storage and shipment must be met:

Storage:

- Store electronics in a container that will prevent a release of hazardous constituents to the environment.
- Store electronics indoors or in a covered container.
- Label each container with the words "electronics for recycling".
- Inspect the storage area periodically to ensure electronics have not been broken, and that they are properly labeled.
- Do not disassemble electronics by removing circuit boards, batteries or other components.

Shipment:

- Electronics must be shipped to: a recycler, a hazardous waste facility or another registered consolidator.
- Shipments of electronics must be accompanied by a shipping paper, bill of lading or manifest.
- A copy of all shipping documents must be kept at the collection site for three years.

10. The Licensee shall keep in effect financial assurance as required by Ordinance No. 110, Section 3.07, and as approved by the County

Board.

11. The Licensee shall provide to the Department a copy of the following MPCA approved financial assurance instrument for closure, post-closure, and contingency action - Liberty Mutual Insurance Company Bond #022020311.

12. The Licensee shall provide notice to the County of any change or proposed change regarding the MPCA financial assurance and contingency fund within ten days of the proposed change being submitted to the MPCA.

13. The Licensee shall have a minimum of one certified operator on duty at the municipal solid waste area. As necessary, additional operators must be available to assist with landfilling operations.

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

4.3 Approval Of Industrial And Demolition Waste Landfill Major Modification For SKB Rosemount, Inc.

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, SKB Rosemount Inc. (SKB) currently operates a combined Industrial/Demolition landfill, a waste processing facility, a transfer station, and a composting facility as part of a multi-operational solid waste facility, licensed by Dakota County in the City of Rosemount; and

WHEREAS, SKB has submitted to the Environmental Resources Department (Department) an application to modify the Industrial/Demolition Landfill license to expand the industrial/demolition landfill from 113.6 acres to 186.6 acres; and

WHEREAS, the expansion will not increase the finished height of the landfill; and

WHEREAS, this will result in an increase of the total design capacity of 48,251,781 million cubic yards; and

WHEREAS, under Dakota County Ordinance No. 110, Solid Waste Management (Ordinance 110), SKB's proposal to expand landfill capacity constitutes a major modification of its solid waste facility license and requires County Board approval; and

WHEREAS, the Minnesota Pollution Control Agency has issued a draft permit to SKB approving the expansion design changes; and

WHEREAS, the City of Rosemount has reviewed the proposed expansion and

has approved the modification as an amendment to their Comprehensive Plan; and

WHEREAS, Department staff has reviewed SKB's proposed expansion, finds that it meets the requirements of Ordinance 110, and recommends that the County Board approve this major modification and issue a new license to SKB for the SKB Rosemount Landfill; and

WHEREAS, the Dakota County Board of Commissioners has previously approved license and variance conditions for the SKB Rosemount Landfill, as detailed in this Resolution, which staff recommends be incorporated into a new license if approved by the County Board; and

WHEREAS, Ordinance 110, Section 17.02, provides that the Dakota County Board of Commissioners may grant variances from the requirements of the Ordinance and may approve variances that carry over to each successive license unless specifically rescinded by the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves, as a major modification to the SKB Rosemount Landfill, SKB Rosemount, Inc.'s request to expand the Industrial/Demolition Landfill, as detailed in SKB Rosemount, Inc.'s re-permit application, and directs that this major modification be incorporated into the new solid waste facility license for the Industrial/Demolition Landfill; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the issuance of a new solid waste facility license to SKB Rosemount, Inc., for the Industrial/Demolition Landfill for the time period March 25, 2025, to December 31, 2026, subject to compliance with all applicable State, local, and County laws, rules, and ordinance requirements, and the following conditions:

SKB shall operate the Sanitary Landfill in accordance with all plans and specifications approved as part of the initial license application to the County Board, all applicable County Ordinance requirements, and all subsequent modifications or additions as approved by the respective State and local agencies and the Dakota County Board of Commissioners.

SKB shall comply with the conditions of all continuing variances which have been granted, by the Dakota County Board of Commissioners, from the following requirements of Ordinance No. 110:

- Section 5.02 that requires Department approval for disposal of industrial wastes.
- Section 6.01(B) that states that a solid waste landfill shall not be located within a floodplain area, wetland

areas, or within five feet of the high historical groundwater table.

- Section 6.01(E) that states that a solid waste landfill shall not be located within 1,000 feet of a public roadway.

SKB shall construct and operate the Industrial Demolition Landfill expansion as detailed in SKB's re-permit application dated October 2022.

SKB shall comply with all design requirements specified in the MPCA permit for the Industrial/Demolition Landfill.

SKB shall pay the annual license fees for a Special Waste Landfill (Industrial Landfill), Demolition Landfill, Transfer Station, Waste Processing Facility, and Compost Facility as established by the County Board for 2026 by December 31, 2025.

SKB shall conduct annual aerial surveys or registered ground surveys of the Industrial/Demolition Landfill or shall use any other method acceptable to the Department to determine compliance with the vertical property boundary of the facility under the approved plans, and to determine settlement effects, if any. SKB shall submit data from such aerial surveys, ground surveys, or other methods to the Department in a form sufficient for the Department to determine if a modification of the license for the Sanitary Landfill is necessary.

SKB shall accept industrial waste only in accordance with the approved Industrial Waste Management Plan, revised October 2024.

The Licensee shall reimburse Dakota County for waste sampling or analysis undertaken by the County's Environmental Management Department to resolve discrepancies in information included in any application for disposal of industrial waste that the Department has approved or is asked by SKB to approve.

SKB shall not dispose of solid waste in the unlined areas of the Industrial/Demolition Landfill.

SKB as part of their normal leachate analysis program shall test leachate for Gasoline Range Organics (GRO), Diesel Range Organics (DRO) and for Total Petroleum Hydrocarbons (TPH) by analytical methods approved by the Department.

SKB shall keep in effect financial assurance as required by Ordinance No. 110, Section 3.06 and as approved by the County Board.

SKB shall provide to the Environmental Resources Department a copy of

the following MPCA approved financial assurance instruments: closure surety bond, post-closure surety, and contingency action surety bond.

SKB shall provide notice to the Department of any change or proposed change regarding the MPCA financial assurance and contingency fund within ten days of the proposed change being submitted to the MPCA.

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

4.4 Authorization To Award Bid And Execute Contract With Ebert, Inc. dba: Ebert Companies To Provide Construction Services For Wentworth Library Renovation

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, the 2025-2029 Facilities Capital Improvement Program Adopted Budget includes a project to renovate the Wentworth Library; and

WHEREAS, the scope of work includes professional design services; and

WHEREAS, a Request for Proposals was prepared and issued to the public on January 4, 2024; and

WHEREAS, after review and evaluation of the written proposals and interviews of shortlisted firms, staff unanimously recommended Leo A Daly to provide the specified professional design services for this project after; and

WHEREAS, the Dakota County Board approved this recommendation through Resolution No. 24-105 (February 27, 2024); and

WHEREAS, a Core Planning Group worked with Leo A Daly to confirm the project needs and develop the design; and

WHEREAS, the project schematic design was presented to and approved by the Dakota County Board of Commissioners through Resolution No. 24-461 (September 24, 2024); and

WHEREAS, Leo A Daly and the Core Planning Group completed the remaining design work; and

WHEREAS, Leo A Daly prepared construction bid documents that were released for bidding on February 6, 2025; and

WHEREAS, the bid documents included a Base Bid and three Alternate Bids; and

WHEREAS, eleven competitive bids were received on February 27, 2025; and

WHEREAS, Ebert Companies has submitted the lowest responsive and responsible bid; and

WHEREAS, staff recommends acceptance of the Base Bid, Alternate Bid #1, Alternate Bid #2, and Alternate Bid #3 to best meet the original project intent; and

WHEREAS, the combined total value of the Base Bid and all three alternate bids is below the latest construction cost estimate; and

WHEREAS, staff and Leo A Daly have reviewed the qualifications of the bidder and recommend award to Ebert Companies in an amount not to exceed \$3,578,700; and

WHEREAS, the project budget is sufficient to support the issuance of the contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Ebert, Inc. dba: Ebert Companies, 23350 County Road 10, Corcoran, MN 55357, in an amount not to exceed \$3,578,700 for the Wentworth Library Renovation project, subject to approval by the County Attorney's office as to form.

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

- 4.5** Authorization To Execute Contract With Rachel Contracting, LLC, For Construction Of River To River Greenway From Marie Avenue To Lilydale Road, Authorization To Execute Joint Powers Agreement With Mendota Heights For Construction And The Subsequent Supplemental Maintenance Agreement, And Amend 2025 Parks Capital Improvement Program Budget For County Project P30002

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, the River to River Greenway includes trail reconstruction and three pedestrian bridge replacements along Interstate Valley Creek in Mendota Heights; and

WHEREAS, staff advertised the construction contract (County Project P30002) on February 05, 2025; and

WHEREAS, the bid of Rachel Contracting, LLC, in the amount of \$2,725,852.00 for the base bid and \$4,500 for the Bid Alternate, was the lowest responsive and responsible bid received; and

WHEREAS, the 2025 Park's Capital Improvement Program Budget has

insufficient funds to accommodate the construction contract; and

WHEREAS, a joint powers agreement (JPA) and supplemental maintenance agreement with Mendota Heights for implementing construction and future maintenance related to County Project P3002.

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 the contract with Rachel Contracting, LLC, 4180 Napier Court N. E. Saint Michael, MN 55376, for the construction work (County Project P30002) associated with the River to River Greenway Mendota Heights Segment, in an amount of \$2,730,352.00 based on their low bid, subject to approval by the County Attorney's Office as to form; and

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

Expense	
P30002	<u>\$926,352.00</u>
Total Expense	\$926,352.00
Revenue	
Sales & Use Tax	<u>\$926,352.00</u>
Total Revenue	\$926,352.00

; and

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

Expense	
Transfer to Parks Fund	(\$926,352.00)
Total Expense	(\$926,352.00)
Revenue	
Sales and Use Tax	<u>(\$926,352.00)</u>
Total Revenue	(\$926,352.00)

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

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

This agenda item was withdrawn, and consequently, no vote was conducted.

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

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

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

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

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

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

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

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

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

WHEREAS, a JPA with Inver Hills Community College to provide student engagement programs consist of various arts and cultural programs intended to

engage students with themes relating to the Unity Trail would increase awareness and visitation of the Unity Trail; and

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

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

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

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

WHEREAS, there are sufficient funds to complete the project, and the total project budget, including in-kind contributions, is \$320,000; grant revenue is \$160,000, Dakota County cash match contribution is \$70,000, City of Inver Grove Heights cash contribution is \$15,000, in-kind partner contributions are \$55,000; and \$20,000 of unspent State Health Improvement Partnership dollars was reallocated to supplement the bike programming.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a joint powers agreement with Inver Hills Community College for the design and installation of wayfinding signage upon execution by both of the parties and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director or their designee to execute a joint powers agreement with Inver Hills Community College to provide a student engagement program that consists of various arts and cultural programs intended to engage students with themes relating to the Unity Trail that shall be effective upon execution by both of the parties and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement, as substantially presented to the Physical Development Committee of the Whole on March 18 2025 and subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with School District No. 199 for the Unity Trail Youth Engagement Program that shall be effective upon execution by both of the parties and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement, subject to approval by the County Attorney's Office as to form.

4.7 Authorization To Execute Third Contract Amendment With Hoisington Koegler Group Inc. For Grant Writing For Active Living 2020 - 2025

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, by Resolution No. 20-382 (August 18, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to execute a grant agreement with the Minnesota Department of Health for the State Health Improvement Partnership (SHIP) and accept future funding for the period of November 1, 2020, through October 31, 2025; and

WHEREAS, the SHIP 2024-2025 work plan includes funding for work in active living; and

WHEREAS, one of Dakota County's strategies in the SHIP proposal is to implement permanent and sustainable changes that create healthy and active communities by increasing (a) opportunities for non-motorized transportation (walking and biking), (b) healthy eating/access to healthy foods, and (c) health equity; and

WHEREAS, SHIP has been supporting grant writing for Dakota County departments and cities for active living for over ten years; and

WHEREAS, since 2010, the SHIP contracted grant writer has helped bring over \$27,000,000 in federal, state, and regional funding to Dakota County and Dakota County cities to support active living infrastructure; and

WHEREAS, in 2022 Dakota County executed a contract with Hoisington Koegler Group, Inc. for grant writing services for active living projects for the period of November 1, 2022, through October 31 2025, for \$60,000; and

WHEREAS, it was estimated that the original budget would support the preparation of nine to 18 grant applications over a three-year period; and

WHEREAS, the budget was amended in 2024 by \$18,000 for a total contract of \$78,000 in 2024 to support the preparation of 18 grants resulting in the award of \$8.3M; and

WHEREAS, a second amendment of \$20,000 was issued to support an

additional three to five applications in 2025 for a total contract amount of \$98,000; and

WHEREAS, a third amendment of \$15,000 is necessary to support an additional two to four active living grant applications in 2025 for programs such as the Minnesota Department of Transportation Safe Routes to School; and

WHEREAS, there are sufficient funds appropriated from the SHIP 2024-2025 to Dakota County to fund the amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy Physical Development Director to amend the contract with Hoisington Koegler Group Inc. by \$15,000, bringing Hoisington Koegler Group Inc.'s contract value to an amount not to exceed \$113,000, including reimbursable expenses, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

4.8 Authorization To Execute Second Amendment With Northland Grading & Excavating LLC And Amendment Of 2025 Transportation Capital Improvement Program Budget For County State Aid Highway 86 Reconstruction From County State Aid Highway 23 To Trunk Highway 3, County Project 86-34

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the County Project (CP) 86-34; and

WHEREAS, CP 86-34 is the reconstruction of County State Aid Highway (CSAH) 86 (280th Street West) as an undivided two-lane highway with shoulders and turn lanes at all public road intersections from CSAH 23 (Galaxie Avenue) to Trunk Highway 3; and

WHEREAS, CP 86-34 includes the reconstruction of Soo Line Railroad Company's (Canadian Pacific) railroad bridge; and

WHEREAS, Northland Grading & Excavating LLC began construction in August of 2022; and

WHEREAS, construction costs have increased by \$1,276,500 primarily due to contract delays occurring as a result of railroad reviews and numerous Requests for Information relating to bridge construction; and

WHEREAS, Additional items resulted in increased contract costs as follows:

Item

Amount

Compensable delay costs	\$442,000
Pier 3 footing design changes	\$379,600
Additional shoofly costs	\$177,900
Railroad insurance	\$ 23,700
Field office rental	\$ 21,500
Traffic control items	\$ 83,700
Truss storage	\$ 71,500
Mobilization and demobilization	<u>\$ 76,600</u>
Total	\$1,276,500

; and

WHEREAS, the Sales and Use Tax fund balance contains sufficient funds to account for the budget amendment of CP 86-34 in the amount of \$1,276,500, bringing the total project budget to \$22,807,843 including \$4,200,000 in federal funds; and

WHEREAS, staff recommends authorizing a contract amendment with the Northland Grading & Excavating LLC and authorizing a contract amendment in the amount of \$1,276,500.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a second contract amendment with Northland Grading & Excavating LLC, for County Project 86-34, in the amount of \$1,276,500, subject to approval by the County Attorney's Office as to form; and

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

Expense

County Project 86-34	<u>\$1,276,500</u>
Total Expense	\$1,276,000

Revenue

DC Sales & Use Tax Fund Balance	<u>\$1,276,500</u>
Total Revenue	\$1,276,500

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

- 4.9** Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Realignment And Expansion Of 117th Street From County State Aid Highway 71 (Rich Valley Boulevard) To Courthouse Boulevard In City Of Inver Grove Heights, County Project 32-65

Motion: Joe Atkins

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County will be proceeding with County Project (CP) 32-65; and

WHEREAS, CP 32-65 is the realignment and expansion of 117th Street from County State Aid Highway 71 (Rich Valley Boulevard) to Courthouse Boulevard; 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 Transportation Capital Improvement Program budget includes sufficient funding in 2025 for CP 32-65.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with SRF Consulting Group, Inc., for the construction management, inspection, surveying, material testing, and design services for CP 32-65 for \$1,594,552.50, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 3/25/2025.

Ayes: 6

5. Regular Agenda

5.1 Update On Minnesota Department Of Transportation's Trunk Highway 52, Trunk Highway 55, And County State Aid Highway 42 Network Analysis Study In Rosemount

Jake Chapek, Assistant County Engineer, introduced Bryant Ficek, MnDOT Metro South Area Manager, and Joe DeVore, MnDOT Project Manager, who discussed the "Triangle Study" as a study to analyze rerouting options for Highway 55 to Highway 52 and County Road 42.

They highlighted the need for safety measures at the intersection of County Road 42 and Highway 55 due to the high speeds and density of truck traffic. They recommended improvements, including a realignment of Highway 55 to current County Road 42 via Highway 52. Jurisdictional transfers would be required, transferring County Road 42 between Highway 52 and current Highway 55 to the Minnesota Department of Transportation and transferring current Highway 55 from Highway 52 to County Road 42 to the cities of Rosemount and Inver Grove Heights.

These changes would promote long-term safety in the corridor, create additional capacity, and align with local growth plans. The tentative plan expands County Road 42 in Fiscal Year 2032, repaves Highway 52 in 2034-2035, and constructs

improvements to Highway 52 and Highway 55 in 2035-2036. MnDOT will continue to have conversations with potential partners (Rosemount, Inver Grove Heights, and Dakota County) as the design costs, funding scenarios, and alignments are finalized.

Information only; no action requested.

5.2 Information On Top Ten Ranked Critical County Intersections And Corresponding Mitigations

Tyler Krage, Traffic Engineer, presented this topic and responded to questions.

Staff discussed the ten intersections on County Roads with the highest Crash Rate Index and Severity Crash Rating, along with actions planned or already taken to address each intersection. These ratings are developed based on the previous three years of data and are used annually by the Transportation Department to help plan the next year's Capital Improvement Program.

Staff informed the Commissioners about increased crashes at intersections 50 and 60 after installing multi-lane roundabouts. A national expert will evaluate the design. The crash ranking system allows comparisons between different sites, with MnDOT focusing on severe and fatal incidents while the county considers all types. Intersections 50 and 60 are among the top ten worst locations and have mitigation plans in development. Additionally, crash severity remains high on rural high-speed roads like CSAH 78 and Highway 3. Commissioners asked staff to consider including MnDOT's data and metrics in future presentations for comparison.

Information only; no action requested.

6. Physical Development Director's Report

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

Mr. Fischer informed the Board of staff's intention to submit a letter of intent for the Minnesota Department Of Natural Resources 3M PFAS settlement grant program for restoration and enhancement of natural resources in Spring Lake Park Reserve. The grants are intended for projects that restore and enhance aquatic resources, wildlife, habitat, fishing, and outdoor recreational opportunities in the eastern metropolitan area. Letters of Intent are due by April 4, 2025, and applications are due June 2025. A Request For Board Action will be presented to the Board at a later date to authorize the actual application.

7. Future Agenda Items

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

8. Adjournment

8.1 Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

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

Ayes: 6

DRAFT



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4415

Agenda #: 4.2

Meeting Date: 4/15/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

- Authorize the execution of a joint powers agreement (JPA) with Inver Hills Community College for the installation and maintenance of interpretive and wayfinding elements for a portion of the Unity Trail.
- Authorize the execution of a JPA with Inver Hills Community College for programming to take place at Inver Hills Community College. This programming will raise awareness of the Unity Trail and its themes and activate the Trail.
- Authorize the execution of a JPA with Independent School District (ISD) 199 for programming to take place at ISD 199. This programming will raise awareness of the Unity Trail and its themes and activate the Trail.

SUMMARY

By Resolution No. 22-170 (April 19, 2022), the Dakota County Board accepted the 2021 Metropolitan Council Equity Grant for a project with the goal of reducing barriers and improving access to the Mississippi River Greenway through a collaborative, community-driven approach focused in Inver Grove Heights that will create new connections between the greenway and important community centers.

In the past two years since the project's approval, it has progressed to approximately 60 percent completion. This included a robust public engagement phase that focused on engaging with students and youth as well as the broader community. This was followed by a project planning phase, which was conducted in close collaboration with the four project partners: Inver Hills Community College, ISD 199, Dakota County Library, and the City of Inver Grove Heights. The project has now reached the implementation phase, during which the interpretive and wayfinding installations will be designed, installed, and activated with programming intended to raise awareness and visitation of the trail, as well as connect the public to its interpretive themes.

These interpretive and wayfinding installations will create the Unity Trail, which will be a five-mile loop along the Mississippi River Greenway that, at seven different stops along the route, will highlight the contributions of Dakota County's diverse community members and provide a space for educational activities. The vision of the Unity Trail is to honor and recognize the contributions of Indigenous,

Black, and communities of color and emphasize the connection between racial equity, sustainability, and environmental conservation. It will connect community spaces, including the Mississippi River Greenway, libraries, schools, and Inver Hills Community College to reach new and underrepresented users.

During the project's public engagement phase, community members expressed a strong interest in public art as the format for the installations, increased seating and gathering spaces, and themes that celebrate and honor the contributions of Black, Indigenous, and People of Color. Due to the interest in both public art and additional seating spaces, the proposed format for the installations is mosaic art benches, which depict the project's themes, along with poetry inlays on the sidewalks near the installations to celebrate these themes and promote literacy and reading.

Outreach programming for the general public is being offered at the Inver Glen Library to activate the Unity Trail and connect people to its themes. Through the JPAs, this programming will also be made accessible to youth at ISD 199 and students at Inver Hills Community College.

Resolution No. 22-170 (April 19, 2022) authorized the Physical Development Director to execute a JPA with the City of Inver Grove Heights to accept a \$15,000 cash contribution for the project as well as to execute additional JPAs with grant partners as necessary as partner responsibilities continue to be refined. To complete the implementation of this project, three more JPAs are needed for the following components of the project:

1. Design and installation of interpretive and wayfinding elements at Inver Hills Community College. This JPA states that the College shall own and maintain any interpretive signage as part of the project for a period of ten years following installation, subject to available funding. The County will own and maintain standard wayfinding elements and the mosaic art bench for a period of ten years following installation, subject to available grant funding.
2. Student engagement program at Inver Hills Community College that consists of various arts and cultural programs intended to engage students with themes relating to the Unity Trail.
3. Youth engagement program at School District 199 that consists of various arts and cultural programs intended to engage youth with themes relating to the Unity Trail.

Budget:

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

Timeline:

The design and installation of the interpretive elements and wayfinding signage are scheduled for Spring 2025 - Spring 2026. The artist Request for Proposal for the mosaic benches will be released following the completed JPAs. Inver Hills Library will lead the poetry contest for the trail poetry inlay. Wayfinding signage will be done in-house, using Greenway signage standards.

RECOMMENDATION

Staff recommends authorizing three additional JPAs to facilitate the completion of this project.

EXPLANATION OF FISCAL/FTE IMPACTS

There is no fiscal additional impact associated with these JPAs. All expenses as part of this project are included in the approved budget.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a joint powers agreement with Inver Hills Community College for the design and installation of wayfinding signage upon execution by both of the parties that shall continue in effect through June 30, 2026 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director or their designee to execute a joint powers agreement with Inver Hills Community College to provide a student engagement program that consists of various arts and cultural programs intended to engage students with themes relating to the Unity Trail that shall be effective upon execution by both of the parties and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement, as substantially presented to the Physical Development Committee of the Whole on March 18, 2025 and subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with School District No. 199 for the Unity Trail Youth Engagement Program that shall be effective upon execution by both of the parties and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

22-170; 04/19/22

ATTACHMENTS

Attachment: JPA Summaries

Attachment: Draft JPA Dakota County and Inver Hills Community College 1

Attachment: Draft JPA Dakota County and Inver Hills Community College 2

Attachment: JPA Dakota County and ISD 199

Attachment: Art and Wayfinding Signage Info Sheet

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: Anna Ferris

SUMMARY TABLE OF PROJECT-SPECIFIC JPA PROVISIONS

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INVER HILLS COMMUNITY COLLEGE FOR THE DESIGN AND INSTALLATION OF WAYFINDING SIGNAGE AND ART BENCHES

ASPECT OF JPA	COUNTY RESPONSIBILITY	COLLEGE RESPONSIBILITY
<p><u>Wayfinding and Interpretive Sign and Bench Design, purchasing and installation.</u></p> <p><u>County Responsibility</u> Sections: 3.1, 3.2, 3.3, 3.4</p> <p><u>College Responsibility</u> Sections: 4.1, 4.2, 4.3, 4.4, 4.5</p>	<p>3.1 <u>Interpretive Sign and Bench Design.</u> The County will be responsible for the design of the wayfinding and interpretive signage for the Community Project and will solicit proposals for the design of the public art benches to be installed as part of the Community Project. The County anticipates that there will be a single design for all signage and a single design for all public art benches installed as part of the Community Project. The County will consult with the College on the design for wayfinding and interpretive signage and on the selection of a design for the public art benches during the solicitation process, but final approval for the selected designs shall be in the County's sole discretion.</p> <p>3.2 <u>Purchase of Signage and Art Benches.</u> The County will award one or more contracts for the design and creation of the wayfinding and interpretive signage and public art benches for the Community Project as a whole, which shall include the Community Project Improvements identified in section 3.3. The contracts will be awarded to vendors who best meet the needs of the Community Project, as determined by the County, and in</p>	<p>4.1 <u>Use of College Property.</u> The College shall be responsible for designating appropriate locations for the installation of the Community Project Improvements within areas owned or controlled by the College. The College grants a license for the County to install, maintain, repair and replace the Community Project Improvements on College property, as provided for pursuant to this Agreement, for a minimum period of ten (10) years following installation of the Improvements. The parties may mutually agree to extend the license provided such license extension is in writing and executed by the authorized representatives as an amendment to this Agreement and must be completed in advance of this Agreement termination date. If the parties do not agree to extend the license, the College shall provide notice the County to remove any or all of the Community Project Improvements from College owned property or College right-of-way after the initial 10 year license period. Such notice shall be provided in writing to the County's Authorized Representative and shall provide the County a reasonable period of time to remove the</p>

	<p>accordance with Minnesota law. The County will be responsible for administering the contracts for the Community Project as a whole, including for the improvements to be installed pursuant to this Agreement.</p> <p>3.3 <u>Installation.</u> The County will be responsible for installing the following improvements: (1) interpretive and wayfinding signage; (2) a public art bench with cement pad and walkway; (3) an ADA compliance crushed stone path in the approximate location identified on Exhibit 1; and (4) temporary or permanent art installations such as sidewalk poetry, all located on College property (collectively the “Community Project Improvements” or “Improvements”). The Community Project Improvements will be installed in the locations generally depicted on Exhibit 1. The College will assist with supervising installation and the exact locations for installation of each Community Project Improvements will be determined by the parties at the time of installation. All costs of contract administration and installation oversight relating to the Community Project Improvements shall be the sole responsibility of the County.</p> <p>3.4 <u>Ownership, Repair and Replacement.</u> The County shall own the public art bench and any wayfinding signage installed as part of the Community Project Improvements and will be responsible for repairs to and any replacement of those Improvements for a period of ten (10) years following</p>	<p>Improvement(s). Notwithstanding anything in the contrary in this section 4.1, the parties may agree in writing to the removal one or more of the Community Project Improvements at any time following expiration or termination of this Agreement.</p> <p>4.2 <u>College Trail Obligations.</u> In the event the County determines that there is not sufficient funding available for installation of a crushed stone path, the College shall create and maintain, at its sole cost, a mowed trail in approximately the location shown on Exhibit 1. The new mowed or crushed stone path and the existing path depicted on Exhibit 1 (the “Trails”) shall be accessible to the public during the term of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall limit the College’s authority to control access to its property, provided that the public is afforded the same right of access to the trails as the College’s students.</p> <p>4.3 <u>College Maintenance Obligations.</u> The College shall, at its sole cost, provide basic maintenance for the Community Project Improvements and the Trails following installation. Basic maintenance shall include, but is not limited to, cleaning and inspection, snow removal adjacent to the Improvements so that they are accessible for the public, and any maintenance recommendations for the</p>
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	<p>installation, subject to available grant funding, as determined in the County's sole discretion.</p>	<p>public art benches provided by the artist. Cleaning and snow removal shall occur according to the College's standard maintenance plans, as determined by the College in its sole discretion. The College may, but is not required to, provide snow removal for unpaved portions of any Trail. The College will not be responsible for repair or replacement of the Community Project Improvements, but will notify the County if any such repair or replacement is necessary.</p> <p>4.4 <u>Ownership, Repair and Replacement.</u> The College shall own any interpretive signage installed as part of the Community Project Improvements and will be responsible for repairs to and any replacement of those Improvements for a period of ten (10) years following installation, subject to available funding, as determined in the College's sole discretion.</p> <p>4.5 <u>College Contribution Obligation.</u> The College shall provide an in-kind contribution toward the Community Project in a minimum amount of \$17,356, as shown on Exhibit 2.</p>
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SUMMARY TABLE OF PROJECT-SPECIFIC JPA PROVISIONS

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INVER HILLS COMMUNITY COLLEGE FOR UNITY TRAIL STUDENT ENGAGEMENT PROGRAM

ASPECT OF JPA	COUNTY RESPONSIBILITY	COLLEGE RESPONSIBILITY
<p>Student Engagement Program Provision</p> <p><u>County Responsibility</u> Sections: 3, 4</p> <p><u>College Responsibility</u> Sections: 5</p>	<p>3. County Obligations. The County, through County staff or County-selected vendors, agrees to make the Programs available to the College for use with its students at dates and times agreeable to the parties. The County, through its vendor, will provide all materials for the Programs. The County will provide up to one or two sessions for each Program, as shown on Exhibit A. The Programs will be limited to no more than the number of students for each Program session as shown on Exhibit A.</p> <p>4. Program Costs. The Programs are generally grant funded and the County intends to provide the Programs at no charge to the public. The County will provide the Programs to the College at no greater cost than that charged to the public, if any, for Program sessions.</p>	<p>(1) designate an area within the College where the Programs may be provided to the College's students;</p> <p>(2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;</p> <p>(3) notify students about the availability of the Programs;</p> <p>(4) work with the County to prepare a mutually acceptable program waiver form to be signed by each participant;</p> <p>(5) determine, according to College policies, which students may participate in the Programs, with a limit of no more than the number of students per session identified on Exhibit A;</p> <p>(6) arrange for any background check or other required measures for visiting Program instructor(s) pursuant to College policies to enable the County's vendors to provide the program at the College.</p>

SUMMARY TABLE OF PROJECT-SPECIFIC JPA PROVISIONS

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 199 FOR UNITY TRAIL **YOUTH ENGAGEMENT PROGRAM**

ASPECT OF JPA	COUNTY RESPONSIBILITY	COLLEGE RESPONSIBILITY
<p><u>Youth Engagement Program Provision</u></p> <p><u>County Responsibility</u> <u>Sections: 3, 4</u></p> <p><u>College Responsibility</u> <u>Sections: 5</u></p>	<p>3. <u>County Obligations.</u> The County, through County staff or County-selected vendors, agrees to make the Programs available to Inver Grove Heights Schools for use with its students at dates and times agreeable to the parties. The County, through its vendors, will provide all materials for the Programs unless the County otherwise notifies the School District in advance of a Program session. The County will provide up to one or two sessions for each Program, as shown on Exhibit A. The Programs will be limited to no more than the number of students for each Program session as shown on Exhibit A.</p> <p>4. <u>Program Costs.</u> The Programs are generally grant funded and the County intends to provide the Programs at no charge to the public. The County will provide the Programs to the School District at no greater cost than that charged to the public, if any, for Program sessions.</p>	<p>5. <u>School District Obligations.</u> School District agrees to do the following:</p> <p>(1) designate an area within Inver Grove Heights Schools where the Programs may be provided to students in the School District;</p> <p>(2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;</p> <p>(3) notify students and/or families residing in the School District about the availability of the Programs, which may also include notification about the public availability of the Programs at other locations as provided by the County;</p> <p>(4) work with the County to prepare a mutually acceptable program consent form to be signed by each participant's parent or legal guardian;</p> <p>(5) determine, according to School District policies, which students may participate in the Programs, with a limit of no more than the number of students per session identified on Exhibit A;</p> <p>(6) have a School District representative present during the Programs sessions to collect consent forms to be signed by each child's parent or legal guardian and to assist with student supervision as needed. A signed consent form must be received by the County prior to each child's participation;</p> <p>(7) arrange for any background check or other required measures for visiting Program instructors pursuant to School District policies to enable the County's vendors to provide the Programs at the school.</p>

DRAFT

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INVER HILLS COMMUNITY COLLEGE
FOR THE DESIGN AND INSTALLATION OF WAYFINDING SIGNAGE AND ART BENCHES**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Inver Hills Community College (“College”). This Agreement uses the word “parties” for both the County and the College.

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

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

WHEREAS, the County, in collaboration with the College and others, is developing improvements to the Mississippi River Greenway to create connections between the Greenway and important Community Centers.

WHEREAS, the Greenway improvements will include the design and installation of public art benches and wayfinding and interpretive signage to be installed within the Greenway and within areas adjacent to the Greenway (the “Community Project”).

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

WHEREAS, the parties desire to cooperate in installing certain improvements relating to the Community Project as more fully described herein.

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

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the College for the installation of interpretive signage, a public art bench and other improvements located within or adjacent to certain Greenway locations on College Property, as more fully described herein.
2. Term. This Agreement shall be effective on the date the final signature is obtained and shall continue in effect through June 30, 2036, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. County Obligations.
 - 3.1 Interpretive Sign and Bench Design. The County will be responsible for the design of the wayfinding and interpretive signage for the Community Project and will solicit proposals for the design of the public art benches to be installed as part of the Community Project. The County anticipates that there will be a single design for all signage and a single

design for all public art benches installed as part of the Community Project. The County will consult with the College on the design for wayfinding and interpretive signage and on the selection of a design for the public art benches during the solicitation process, but final approval for the selected designs shall be in the County's sole discretion.

- 3.2 Purchase of Signage and Art Benches. The County will award one or more contracts for the design and creation of the wayfinding and interpretive signage and public art benches for the Community Project as a whole, which shall include the Community Project Improvements identified in section 3.3. The contracts will be awarded to vendors who best meet the needs of the Community Project, as determined by the County, and in accordance with Minnesota law. The County will be responsible for administering the contracts for the Community Project as a whole, including for the improvements to be installed pursuant to this Agreement.
- 3.3 Installation. The County will be responsible for installing the following improvements: (1) interpretive and wayfinding signage; (2) a public art bench with cement pad and walkway; (3) an ADA compliance crushed stone path in the approximate location identified on Exhibit 1; and (4) temporary or permanent art installations such as sidewalk poetry, all located on College property (collectively the "Community Project Improvements" or "Improvements"). The Community Project Improvements will be installed in the locations generally depicted on Exhibit 1. The College will assist with supervising installation and the exact locations for installation of each Community Project Improvements will be determined by the parties at the time of installation. All costs of contract administration and installation oversight relating to the Community Project Improvements shall be the sole responsibility of the County.
- 3.4 Ownership, Repair and Replacement. The County shall own the public art bench and any wayfinding signage installed as part of the Community Project Improvements and will be responsible for repairs to and any replacement of those Improvements for a period of ten (10) years following installation, subject to available grant funding, as determined in the County's sole discretion.

4. College Obligations.

- 4.1 Use of College Property. The College shall be responsible for designating appropriate locations for the installation of the Community Project Improvements within areas owned or controlled by the College. The College grants a license for the County to install, maintain, repair and replace the Community Project Improvements on College property, as provided for pursuant to this Agreement, for a minimum period of ten (10) years following installation of the Improvements. The parties may mutually agree to extend the license provided such license extension is in writing and executed by the authorized representatives as an amendment to this Agreement and must be completed in advance of this Agreement termination date. If the parties do not agree to extend the license, the College shall provide notice the County to remove any or all of the Community Project Improvements from College owned property or College right-of-way after the initial 10 year license period. Such notice shall be provided in writing to the County's Authorized Representative and shall provide the County a reasonable period of time to remove the Improvement(s). Notwithstanding anything in the contrary in this section 4.1, the parties may agree in writing to the removal one or more of the Community Project Improvements at any time following expiration or termination of this Agreement.

- 4.2 College Trail Obligations. In the event the County determines that there is not sufficient funding available for installation of a crushed stone path, the College shall create and maintain, at its sole cost, a mowed trail in approximately the location shown on Exhibit 1. The new mowed or crushed stone path and the existing path depicted on Exhibit 1 (the “Trails”) shall be accessible to the public during the term of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall limit the College’s authority to control access to its property, provided that the public is afforded the same right of access to the trails as the College’s students.
- 4.3 College Maintenance Obligations. The College shall, at its sole cost, provide basic maintenance for the Community Project Improvements and the Trails following installation. Basic maintenance shall include, but is not limited to, cleaning and inspection, snow removal adjacent to the Improvements so that they are accessible for the public, and any maintenance recommendations for the public art benches provided by the artist. Cleaning and snow removal shall occur according to the College’s standard maintenance plans, as determined by the College in its sole discretion. The College may, but is not required to, provide snow removal for unpaved portions of any Trail. The College will not be responsible for repair or replacement of the Community Project Improvements, but will notify the County if any such repair or replacement is necessary.
- 4.4 Ownership, Repair and Replacement. The College shall own any interpretive signage installed as part of the Community Project Improvements and will be responsible for repairs to and any replacement of those Improvements for a period of ten (10) years following installation, subject to available funding, as determined in the College’s sole discretion.
- 4.5 College Contribution Obligation. The College shall provide an in-kind contribution toward the Community Project in a minimum amount of \$17,356, as shown on Exhibit 2.
5. No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the College as the employee of the other entity for any purpose or in any manner whatsoever.
6. Liability. Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the County’s acts or omissions. The liability of the College shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws. Each party represents that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits as stated in Minn. Stat. Ch. 466 and Minnesota Statutes § 3.736, and other applicable laws. The provisions of this section 6 shall survive the expiration or termination of this Agreement.
7. Data Practices. The parties shall comply with the Minnesota Government Data Practices Act as well as other State and Federal rules and regulations relating to data privacy, as they relate to all data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement. The parties will make good faith efforts to identify any private data on individuals or nonpublic data, as those terms are defined in Minn. Stat. § 13.02,

provided to the other party under this Agreement and will, prior to providing the private or nonpublic data, obtain any necessary consents. A party receiving a request for any private or nonpublic data provided by the other party under this Agreement shall, prior to responding to the request, promptly notify and consult with the providing party as to the appropriate response. Each party's response shall comply with applicable law.

8. Termination.

8.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice to the other party of intent to terminate. Any such termination without cause shall not affect the parties' continuing obligations under sections 3.4, 4.1, 4.2 and 4.3 as they relate to any Community Project Improvement installed prior to such notice of termination without cause.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either party may terminate this Agreement immediately in the event a party determines that sufficient funds from County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement.

9. General.

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

To the College:

Michael Berndt
College President
2500 80th Street E.
Inver Grove Heights, MN 55076
Email: Michael.Berndt@minnstate.edu

To the County:

Georg T. Fischer
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: niki.geisler@co.dakota.mn.us

9.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the College. At the time of execution of this Agreement, the following persons are the designated liaisons:

College Liaison

Jeremy Clark
V.P of Diversity, Equity and Inclusion
(651)450-3790
jclark@inverhills.edu

County Liaison

Anna Ferris
Parks Outreach Coordinator
952-891-7920
Anna.Ferris@CO.DAKOTA.MN.US

9.3 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative, with a courtesy copy provided by email. The parties may provide written notification to each other of any change to the designated Liaison or Authorized Representatives or contact information.

9.4 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives. The County Authorized Representatives may extend term of this Agreement and make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the parties that only material changes to the Agreement require authorization and approval by the parties' respective governing bodies.

9.5 Cooperation. The parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the parties may have with the contractor(s) both during the project and following completion of the project.

9.6 Disbursement of Funds. All funds disbursed by the County or College pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by applicable law and the parties' respective policies.

9.7 Audit. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, Minnesota State auditor, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

9.8 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9.9 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

9.10 Authority. The person or persons executing this Joint Powers Agreement on behalf of the College and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent that this Joint Powers Agreement is a binding obligation and is enforceable in accordance with its terms.

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

9.12 Severability. In the event that any portion of this Joint Powers Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

9.13 Electronic Signatures. Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS THEREOF, the parties have caused this agreement to be executed intending to be bound thereby.

DAKOTA COUNTY

By: _____

Georg T. Fischer, Director
Physical Development Division

Date of signature: _____

INVER HILLS COMMUNITY COLLEGE

By: _____

Printed Name: _____

Title: _____

Date of signature: _____

**MINNESOTA STATE COLLEGES AND
UNIVERSITIES**

By: _____

Printed Name: _____

Title: _____

Date of signature: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date

KS-
Dakota County Contract #
County Board Res. No.

Approved as to Form and Execution:

By: _____

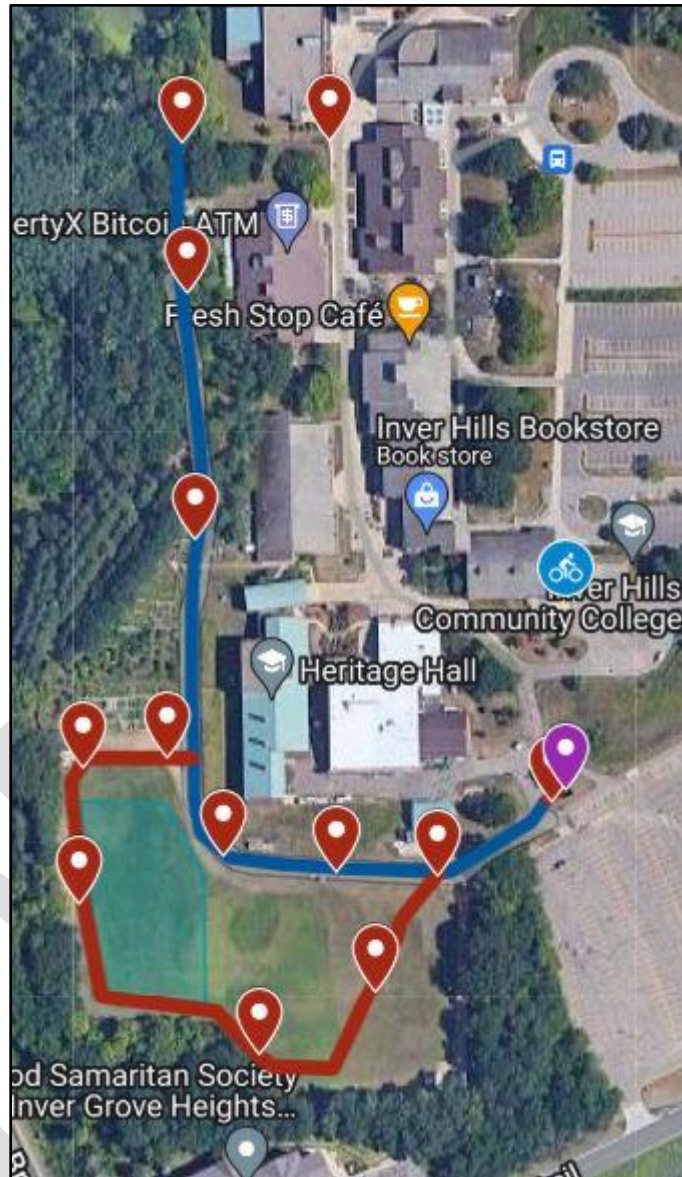
Printed Name: _____

Title: _____

Date of signature: _____

EXHIBIT 1 **NATIVE TRAIL MAP**

This project map and locations of installations and signage may be modified as agreed upon by the County and the College.







-  New crushed aggregate or mowed trail
-  Existing Trail
-  Art bench and Cement Pad
-  Potential Native Trail interpretive sign location

EXHIBIT 2

COLLEGE IN-KIND PROJECT CONTRIBUTIONS

Budget \$37,856

10-year agreement - JPA

Fulfilled (\$20,500)

Staffing	<p>Shannon Williams- (Community-based Learning Coordinator)- 50 Hours (Attended Regular meetings, Coordinated Co-curricular learning opportunities, volunteered with events associated the promotion, community and civic engagement.</p> <p>Raquel Calles- 60 Hours Attended Regular meetings, Coordinated Co-curricular learning opportunities, volunteered with events associated the promotion, community and civic engagement, supervised student engagement.</p> <p>Jared Scharpen-10 hours- Meetings, event planning, tabling and coordination to events associated with promotion of the trial.</p> <p>Randi Goetl Director of Accessibility Services- 60 Hours (Grant coordination, student engagement, education, and learning, worked to coordinate and lead all efforts associated with the grant.</p> <p>Sadie Pendaz Foster Faculty- 60 hours- Served as the faculty liaison and coordinator for the project, attended regular meetings, met with city and county officials, developed curriculum, met with community members, developed presentations.</p> <p>Jeremy Clark- 120 hours – broad range of engagement (Attended Regular meetings, Coordinated Co-curricular learning opportunities, volunteered with events associated the promotion, community, and civic engagement, multiple other...)</p> <p>Student life- 10 hours (meeting and planning student outreach engagement for listening sessions Unity trail related events.</p> <p>Michael Birchard Vice President of Diversity Equity and Inclusion- 40 hours</p> <p>410 hours at \$50/hr. This represents a conservative estimate of an annual fully loaded rate for a mix of staff, faculty, and executive management rates.</p>	
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Committed In-Kind (\$17,356 required. Estimate a total of \$27,200)

Inver Hills has committed to \$17,356 in-kind support. Actual in-kind may be as high as \$27,200, depending upon the final scope of grant activities. Trail maintenance will occur under any grant scenario.

Planning & Programming	<p>This includes college engagement, community engagement, event planning and coordination to support Unity Trail Development.</p> <ul style="list-style-type: none"> • Staff will participate in the solicitation and selection process for artists and the review process for the design of the art benches. <i>Estimate 2 staff engaged.</i> • Staff will participate in the solicitation and selection process for the Indigenous Liaison and support the coordination of an Indigenous project advisory group. <i>Estimate 2 staff engaged.</i> • Will coordinate with art professors and students to conduct the development of the design of the Native Trail signage, following the recommendations of the Indigenous project advisory group. <i>Multiple faculty, staff and students engaged.</i> • Program development, engagement, support, and execution. <i>Multiple faculty, staff and students engaged.</i> <p>Employees/Groups anticipated to be engaged in process: VP DEI, DEI Partner, Faculty (multiple), student employees, college staff (multiple), Bees Knees Committee, Disability Club, Employee Resource Groups, Student Senate</p> <p>250 hours at \$50/hr.</p>	\$12,000
Staffing	<p>Work Study Position in Activities Office to assist with associated bike programming operated by the County</p> <p>(\$15/hr. x 8 hours/ week for 10 months) – one year</p>	\$1,200
Staffing	<p>Trail maintenance / wayfinding elements</p> <p>10 years @ 20 hours a year (200 hours @ \$40)</p>	\$8,000
Programming	<p>¹Executing monthly engagement events operated by the County or by the parties pursuant to a separate JPA</p> <p>120 hours (12 events @ 10 hours of staff time per event) at \$50</p>	\$6,000

¹ This assumes the grant has funding for programming.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INVER HILLS COMMUNITY COLLEGE
FOR UNITY TRAIL STUDENT ENGAGEMENT PROGRAM**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Inver Hills Community College. (“College”). This Agreement uses the word “parties” for both the County and the College.

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

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

WHEREAS, the County is currently providing a series of publicly available engagement programs relating to development of the Unity Trail, positions of which trail are located adjacent to the College.

WHEREAS, the public engagement programs consist of various arts and cultural programs intended to engage youth with themes relating to the Unity Trail, as more fully described on the attached Exhibit A (the “Programs”).

WHEREAS, the College has requested the County make the Programs available to its students, due in part to the proximity of the Unity Trail to the College.

WHEREAS, the parties desire to cooperate in providing the Programs for the College’s students as more fully described herein.

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

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the College for the provision of the Unity Trail student engagement programs, as more fully described herein.
2. Term. This Agreement shall be effective on the date the final signature is obtained and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. County Obligations. The County, through County staff or County-selected vendors, agrees to make the Programs available to the College for use with its students at dates and times agreeable to the parties. The County, through its vendor, will provide all materials for the Programs. The County will provide up to one or two sessions for each Program, as shown on Exhibit A. The Programs will be limited to no more than the number of students for each Program session as shown on Exhibit A.

4. Program Costs. The Programs are generally grant funded and the County intends to provide the Programs at no charge to the public. The County will provide the Programs to the College at no greater cost than that charged to the public, if any, for Program sessions.
5. College Obligations. College agrees to do the following:
 - (1) designate an area within the College where the Programs may be provided to the College's students;
 - (2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;
 - (3) notify students about the availability of the Programs;
 - (4) work with the County to prepare a mutually acceptable program waiver form to be signed by each participant;
 - (5) determine, according to College policies, which students may participate in the Programs, with a limit of no more than the number of students per session identified on Exhibit A;
 - (6) arrange for any background check or other required measures for visiting Program instructor(s) pursuant to College policies to enable the County's vendors to provide the program at the College.
6. No Obligation to Provide or Accept Individual Sessions. Notwithstanding anything to the contrary in this Agreement, the County may elect not to provide one or more individual sessions and the College may separately decline to accept one or more individual sessions if either party, in their individual discretion, determines that sufficient funds are not available or resources do not otherwise permit the party to provide or accept an individual session. The County or College may also decline to provide or accept a session if there is not sufficient student interest in the session. A party declining to provide or accept a session shall provide notice to the other party as soon as reasonably practicable so that the other party may avoid incurring costs in preparing for the session. A notice to decline to provide or accept one or more sessions under this Section 6 shall not be deemed a termination of this Agreement.
7. No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the College as the employee of the other entity for any purpose or in any manner whatsoever.
8. Liability. Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the County's acts or omissions. The liability of the College shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws. Each party represents that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits as stated in Minn. Stat. Ch. 466 and Minnesota Statutes § 3.736, and other applicable laws. The provisions of this section 8 shall survive the expiration or termination of this Agreement.

9. Data Practices. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. To the extent permitted by law, if either party receives a request to release the data referred to in this clause, the party which has received the data request must promptly notify the other party. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99 (“FERPA”), apply to the use and disclosure of education records that are created or maintained under this agreement. The parties anticipate that only public directory information will be provided to or otherwise made available to the County and its contractors under this Agreement. The College will identify any private education record governed by FERPA and provided to the County or its contractors under this Agreement and will obtain necessary consent from the data subject before providing such record. The County agrees that it will notify and consult with the College before responding to any request for data involving private education records identified by the College.

10. Termination.

10.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days’ written notice to the other party of intent to terminate.

10.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event a party determines sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement.

11. General.

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

To the College:

Michael Berndt
College President
2500 80th Street E.
Inver Grove Heights, MN 55076
Email: Michael.Berndt@minnstate.edu

To the County:

Niki Geisler
Parks Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: niki.geisler@co.dakota.mn.us

11.2 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party’s Authorized Representative, with a courtesy copy provided by email. The parties may provide written notification to each other of any change to the designated Authorized Representatives or contact information.

11.3 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties’ authorized representatives.

11.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11.5 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

11.6 Authority. The person or persons executing this Joint Powers Agreement on behalf of the College and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent that this Joint Powers Agreement is a binding obligation and is enforceable in accordance with its terms.

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

11.8 Severability. In the event that any portion of this Joint Powers Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

11.9 Electronic Signatures. Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

The rest of this page intentionally left blank. Signature page follows

IN WITNESS THEREOF, the parties have caused this agreement to be executed intending to be bound thereby.

DAKOTA COUNTY

By: _____
Niki Geisler, Director
Dakota County Parks

Date of signature: _____

INVER HILLS COMMUNITY COLLEGE

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

**MINNESOTA STATE COLLEGES AND
UNIVERSITIES**

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date
KS-

Dakota County Contract #
County Board Res. No.

Approved as to Form and Execution:

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

Exhibit 1 - Student Engagement Program Plan

Program Description	Number of programs	Location	Estimated Cost per program	Estimated Total Cost	Max # participants per program	Open to the public or focused on Inver Hills Students	Notes
Mosaic Art Program	1	Inver Hills	\$1,050	\$1,050	30	Inver Hills Students	
Unity in the CommUnity - Guided and Self-guided walk	1	Inver Hills	\$400	\$400	Unlimited - self-guided	Inver Hills Students & Public	
Outdoor Mindfulness walk centered on Black, Indigenous and students of color	1	Inver Hills	\$500	\$500	30	Inver Hills Students & Invite ISD 199 Multicultural Affinity Groups	
Identifying Traditional Native Plants, Medicines, and Uses from an Indigenous Perspective	1	Inver Hills	\$500	\$500	30	Inver Hills Students	
Explore the Unity Trail with Smartphone nature photography	1	Inver Hills	\$150	\$150	30	Inver Hills Students	
Bike rides around the Unity Trail	2	Inver Hills	\$0	\$0	15	Inver Hills Students	15 bikes available, Dakota County Outreach staff leading, no grant cost
Cultural Heritage Celebration programs (music, dance, theater, educational speaker, and/or storytelling to celebrate and honor the many cultures and identities that make-up Dakota County)	2	Inver Hills	\$1,000	\$2,000	Open	Inver Hills Students	
Comm-Unity Block Party Event - Includes guided Unity trail tours, artmaking, Storywalk, cultural performances and birding walks along the Unity Trail	1	Inver Hills or College Trail City Street (if possible, to close it to traffic, Inver Hills staff with coordinate)	\$5,000	\$5,000	Estimated 200-500 - unlimited	Public	
Totals	10			\$9,600			

DRAFT

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 199
FOR UNITY TRAIL YOUTH ENGAGEMENT PROGRAM**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and Independent School District No. 199, 2990 80th St. E., Inver Grove Heights, MN 55076 (“School District”). This Agreement uses the word “parties” for both the County and the School District.

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

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

WHEREAS, the County is currently providing a series publicly available youth engagement programs relating to development of the Unity Trail, positions of which trail are located adjacent to Simley High School.

WHEREAS, the public youth engagement programs consist of various arts and cultural programs intended to engage youth with themes relating to the Unity Trail, as more fully described on the attached Exhibit A (the “Programs”)

WHEREAS, the School District has requested the County make the Programs available to Simley High School students, due in part to the proximity of the Unity Trail to the school.

WHEREAS, the parties desire to cooperate in providing the Programs for Simley High School students as more fully described herein.

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

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of the Unity Trail youth engagement programs, as more fully described herein.
2. Term. This Agreement shall be effective upon execution by both of the parties and shall continue in effect through June 30, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. County Obligations. The County, through County staff or County-selected vendors, agrees to make the Programs available to Inver Grove Heights Schools for use with its students at dates and times agreeable to the parties. The County, through its vendors, will provide all materials for the Programs unless the County otherwise notifies the School District in advance of a Program session. The County will provide up to one or two sessions for each Program, as shown on Exhibit A. The Programs will be limited to no more than the number of students for each Program session as shown on Exhibit A.

4. Program Costs. The Programs are generally grant funded and the County intends to provide the Programs at no charge to the public. The County will provide the Programs to the School District at no greater cost than that charged to the public, if any, for Program sessions.
5. School District Obligations. School District agrees to do the following:
 - (1) designate an area within Inver Grove Heights Schools where the Programs may be provided to students in the School District;
 - (2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;
 - (3) notify students and/or families residing in the School District about the availability of the Programs, which may also include notification about the public availability of the Programs at other locations as provided by the County;
 - (4) work with the County to prepare a mutually acceptable program consent form to be signed by each participant's parent or legal guardian;
 - (5) determine, according to School District policies, which students may participate in the Programs, with a limit of no more than the number of students per session identified on Exhibit A;
 - (6) have a School District representative present during the Programs sessions to collect consent forms to be signed by each child's parent or legal guardian and to assist with student supervision as needed. A signed consent form must be received by the County prior to each child's participation;
 - (7) arrange for any background check or other required measures for visiting Program instructors pursuant to School District policies to enable the County's vendors to provide the Programs at the school.
6. No Obligation to Provide or Accept Individual Sessions. Notwithstanding anything to the contrary in this Agreement, the County may elect not to provide one or more individual sessions and the School District may separately decline to accept one or more individual sessions if either party, in their individual discretion, determines that sufficient funds are not available or resources do not otherwise permit the party to provide or accept an individual session. The County or School District may also decline to provide or accept a session if there is not sufficient student interest in the session. A party declining to provide or accept a session shall provide notice to the other party as soon as reasonably practicable so that the other party may avoid incurring costs in preparing for the session. A notice to decline to provide or accept one or more sessions under this Section 6 shall not be deemed a termination of this Agreement.
7. No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the School District as the employee of the other entity for any purpose or in any manner whatsoever.
8. Liability. Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees. It is

understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The provisions of this section 6 shall survive the expiration or termination of this Agreement.

9. Data Practices. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

10. Termination.

9.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice of intent to terminate.

9.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

11. General.

11.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

Dave Bernhardson Superintendent
Independent School District 199
2990 80th St. E.
Inver Grove Heights, MN 55076

To the County:

Niki Geisler, Director
Dakota County Parks
14955 Galaxie Ave.
Apple Valley, MN 55124

11.2 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative. The parties may provide written notification to each other of any change to the designated Authorized Representatives.

11.3 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of

the parties that only material changes to the Agreement require authorization and approval by the parties' respective governing bodies.

11.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

11.5 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

11.6 Authority. The person or persons executing this Joint Powers Agreement on behalf of the School District and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

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

11.8 Severability. In the event that any portion of this Grant Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

11.9 Electronic Signatures. Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

DAKOTA COUNTY

ISD 199

By: _____
Niki Geisler, Director
Dakota County Parks

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

Date of signature: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date
KS-

Dakota County Contract #
County Board Res. No.

Exhibit 1 - Youth Engagement Program Plan

Program Description	Number of programs	Location	Estimated Cost per program	Estimated Total Cost	Max # participants per program	Open to the public or focused on ISD 199 students	Notes
Mosaic Art Programs	2	ISD 199	\$1,050	\$2,100	30	ISD 199 student affinity groups and American Indian Education Program Students	
Mosaic Artist Gives Talks to student art classes about mosaic art, her career path and ways to pursue art	1	ISD 199	\$500	\$500	90	ISD 199 Students	Speaks to different art classes throughout the school day. Could be a full day or a half day of classes.
Cultural Heritage Celebration programs (music, dance, theater, educational speaker, and/or storytelling to celebrate and honor the many cultures and identities that make-up Dakota County)	2	ISD 199	\$1,000	\$2,000	Open	ISD 199 Students	
Programming with summer bridge program students (fishing, bike or walk)	1	ISD 199	\$0	\$0	20	ISD 199 Students	Program provided by Dakota County Parks Outdoor Education and Outreach staff; no grant cost associated.
Outdoor adventure (snowshoeing, canoeing, hiking) with ELL students	1	ISD 199	\$0	\$0	30	ISD 199 Students	Program provided by Dakota County Parks Outdoor Education and Outreach staff; no grant cost associated.

Seasonal Traditional Native Outdoor Games Program	2	ISD 199	\$700	\$1,400	Open	ISD 199 Students	
Identifying Traditional Native Plants, Medicines, and Uses from an Indigenous Perspective	2	ISD 199	\$500	\$1,000	50	ISD 199 Students	
Totals	11			\$7,000			

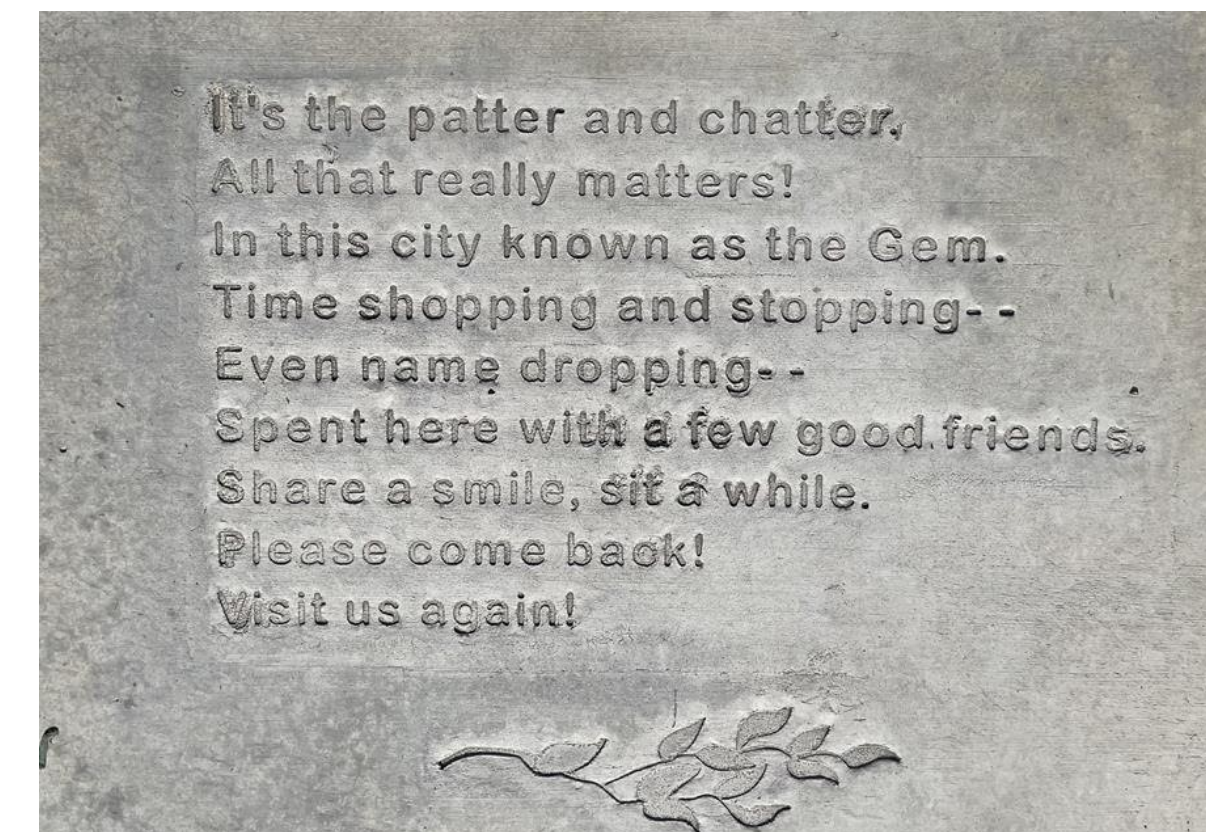
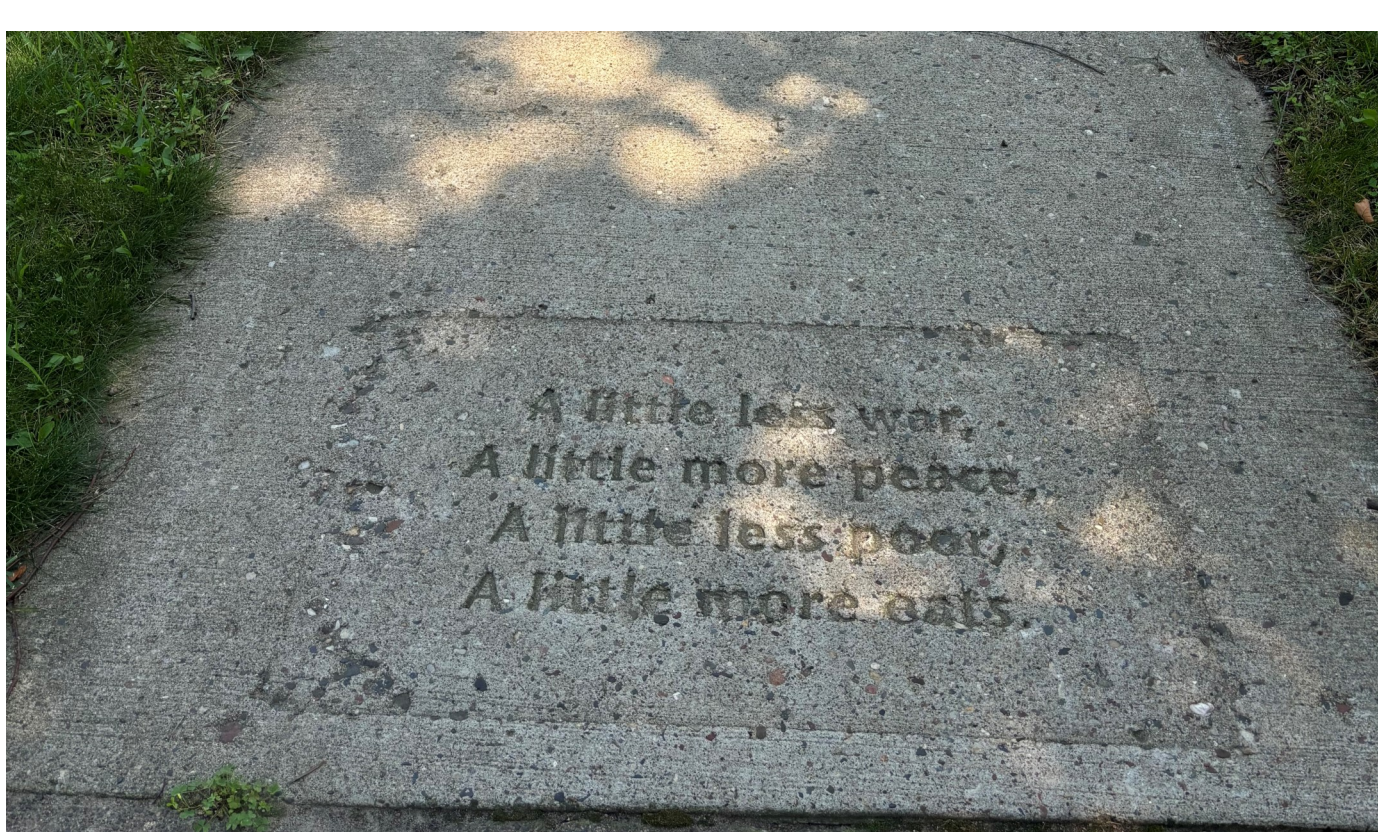


The vision of the Unity Trail is to honor and recognize the contributions of Black, Indigenous and communities of color and emphasize the connection between racial equity, sustainability and environmental conservation.

During the project's public engagement phase, community members expressed a strong interest in public art as the format for the installations, increased seating and gathering spaces and themes that celebrate Black, Indigenous and people of color, including:

- Influential Black, Indigenous and individuals of color who have had an impact on the world
- Representation of a broad diversity of cultural groups.
- Locally focused stories, such as histories of the land, locally focused Indigenous representation, and stories of Black, Indigenous and people of color that live in Inver Grove Heights.
- Highlighting different countries and cultures through symbols such as flags, food, art, and history.
- Stories of activism, resilience, and social change that highlight fighting injustice and overcoming discrimination to make a positive difference in the world.

Due to the interest in both public art and additional seating spaces, the proposed format for the installations is mosaic art benches, which depict the themes of the project, along with poetry inlays in the sidewalks near the installations. These will be complemented with wayfinding signage following Dakota County's signage standards that include the Unity Trail branding. Below are example photos from similar projects.





Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4433

Agenda #: 4.3

Meeting Date: 4/15/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

- Authorize to award and execute contract with Schumacher Excavating Inc. to provide general contractor services for County Project (CP) 97-144 and CP 97-164.
- Authorize to amend the 2025 Capital Improvement Program (CIP) Adopted Budget for the construction of bridge L3285 located on Inga Avenue in Hampton and Douglas Townships, CP 97-144.
- Authorize to amend the 2025 CIP Adopted Budget for the construction of bridge L3249 located on 205th Street East in Marshan Township, CP 97-164.

SUMMARY

To provide a safe and efficient transportation system, substandard bridges on the County Roads and Township Road networks are regularly replaced. Two Township bridges were identified and included in the 2022 Transportation Capital Improvement Program (CIP) as bridge replacement projects. The first bridge is L3285 on Inga Avenue, in Hampton and Douglas Townships, (CP 97-144), and the second is bridge L3249 located on 205th Street in Marshan Township, CP 97-164 (Attachment: Location Map). Insufficient funding was available in the County's Township Bridge Account to replace both bridges. County staff identified and pursued multiple State funding sources with County Board authorizations.

Design, permitting, and right-of-way acquisition (by Townships) were completed, and both projects were solicited for construction bids to be submitted by 3/18/2025. Following is the breakdown of the construction bids received for both the projects.

CP 97-144:

<u>Bidder:</u>	<u>Bid Amount</u>
Schumacher Excavating Inc.	\$439,176.05
Fitzgerald Excavating	\$496,983.20
Icon, LLC	\$499,662.45
Nadeau Companies	\$531,194.50
Northland Grading & Excavating	\$589,600.00

Krueger Excavating Inc.	\$595,653.00
Landwehr Construction Inc.	\$680,500.95
Urban Companies	\$854,055.00

Engineer's Estimate	\$765,623.00
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CP 97-164:

<u>Bidder:</u>	<u>Bid Amount</u>
Schumacher Excavating Inc.	\$262,710.30
Nadeau Companies	\$269,839.90
Fitzgerald Excavating	\$276,342.00
New Look Contracting Inc.	\$328,843.75
Northland Grading & Excavating	\$344,800.00
Krueger Excavating Inc.	\$351,157.00
Landwehr Construction Inc.	\$374,191.60

Engineer's Estimate	\$506,489.00
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Schumacher Excavating Inc. is the lowest bidder for CP 97-144 and CP 97-164. The lowest bid is approximately 57.4 percent lower than the engineer's estimate of \$765,623.00 for CP 97-144 and 53.3 percent lower than the engineer's estimate of \$506,489.00 for CP 97-164. A review of the bids showed that material costs related to the prefabricated box culverts accounted for the entirety of the cost difference between the estimates and the received bids. The box culvert prices had increased exponentially during the COVID-19 pandemic and associated aftermaths of supply chain challenges. The prices of box culverts have now found a lower equilibrium. Erickson Engineering's design staff reviewed the bids. County staff further reviewed the bids and bidder qualifications. Schumacher Excavating Inc. was found to be the most responsive and responsible bidder.

An amendment is requested to the 2025 CIP Adopted Budget to increase construction budgets for both projects. Funding for both bridges is anticipated to be drawn from various public agency sources. By Resolution No. 24-125 (March 12, 2024), a DNR grant was pursued to cover up to 25 percent of construction costs. However, only CP 97-164 was approved for the grant. County staff executed an agreement with the Minnesota Department of Natural Resources (DCA22093) for CP 97-164 to encumber 25 percent of construction costs.

By Resolution No. 24-330 (June 25, 2024), County staff pursued available State funding options in addition to the Township bridge account balance for CP 97-144 and CP 97-164. The State Aid bridge office helped identify and commit to available grant funds for both bridges. The engineering design and construction costs are being funded with State 2023 LBRP Funds (SAAS Acct 379), Regular Town Bridge Funds (SAAS Acct 76), Special Town Bridge Funds (SAAS Acct 75), and Township cost-shares.

State Funded Township Bridge Account: Dakota County, as a lead agency, receives State funding to assist Townships in addressing the deficient bridges on Township Roads. The State funded town bridge account can be utilized for removals, construction of bridges, and approach construction for 100 percent of bridge construction costs, in excess of Township(s) cost-share of \$10,000, and 100 percent of engineering costs, in excess of Township cost-share of \$10,000. Per MnDOT provisions,

the County utilizes State and Township funds for engineering design and construction costs. No County funds are committed for Township bridge replacement projects. The State-funded town bridge account balance is \$500,396 after this year's contribution from the State.

No County funds are encumbered for engineering design, right-of-way, construction administration, and construction costs for CP 97-144 and CP 97-164.

RECOMMENDATION

Staff recommends awarding construction bid to Schumacher Excavating Inc. and amending the 2025 CIP budget for CP 97-144 and CP 97-164.

EXPLANATION OF FISCAL/FTE IMPACTS

- The 2025 CIP budget includes \$200,000 for CP 97-144 construction. A budget amendment of \$359,176.05 is requested for additional construction costs to match the lowest bid received for CP 97-144. Sufficient funds exist in the State-funded town bridge account, and State grant to bring the total construction cost for CP 97-144 to \$439,176.05 to account for the amendment request.
- The 2025 CIP budget includes \$200,000 for CP 97-164 construction. A budget amendment of \$138,176.05 is requested for additional construction costs to match the lowest bid received for CP 97-164. Sufficient funds exist in the State-funded town bridge account, DNR grant, and State grant to bring the total construction cost for CP 97-164 to \$262,710.30 to account for the amendment request.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

WHEREAS, a budget amendment of \$138,710.30 is requested to cover engineering design, construction administration, and construction costs for CP 97-164; and

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

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

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

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

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

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

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

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

Expense

County Project 97-144	\$ 359,176.05
Total Expense	\$ 359,176.05

Revenue

2023 LBRP Funds (SAAS Acct 379) - Construction	\$ 181,812.77
Regular Town Bridge Funds (SAAS Acct 76) - Construction	\$ 47,363.28

Local Town Funds - Construction	\$ 10,000.00
Special Town Bridge Funds (SAAS Acct 75) - Engineering	\$ 110,000.00
Local Town Funds - Engineering	<u>\$ 10,000.00</u>
Total Revenue	\$ 359,176.05

; and

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

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

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

PREVIOUS BOARD ACTION

24-125; 3/12/24

24-330; 6/25/24

ATTACHMENTS

Attachment: Location Map

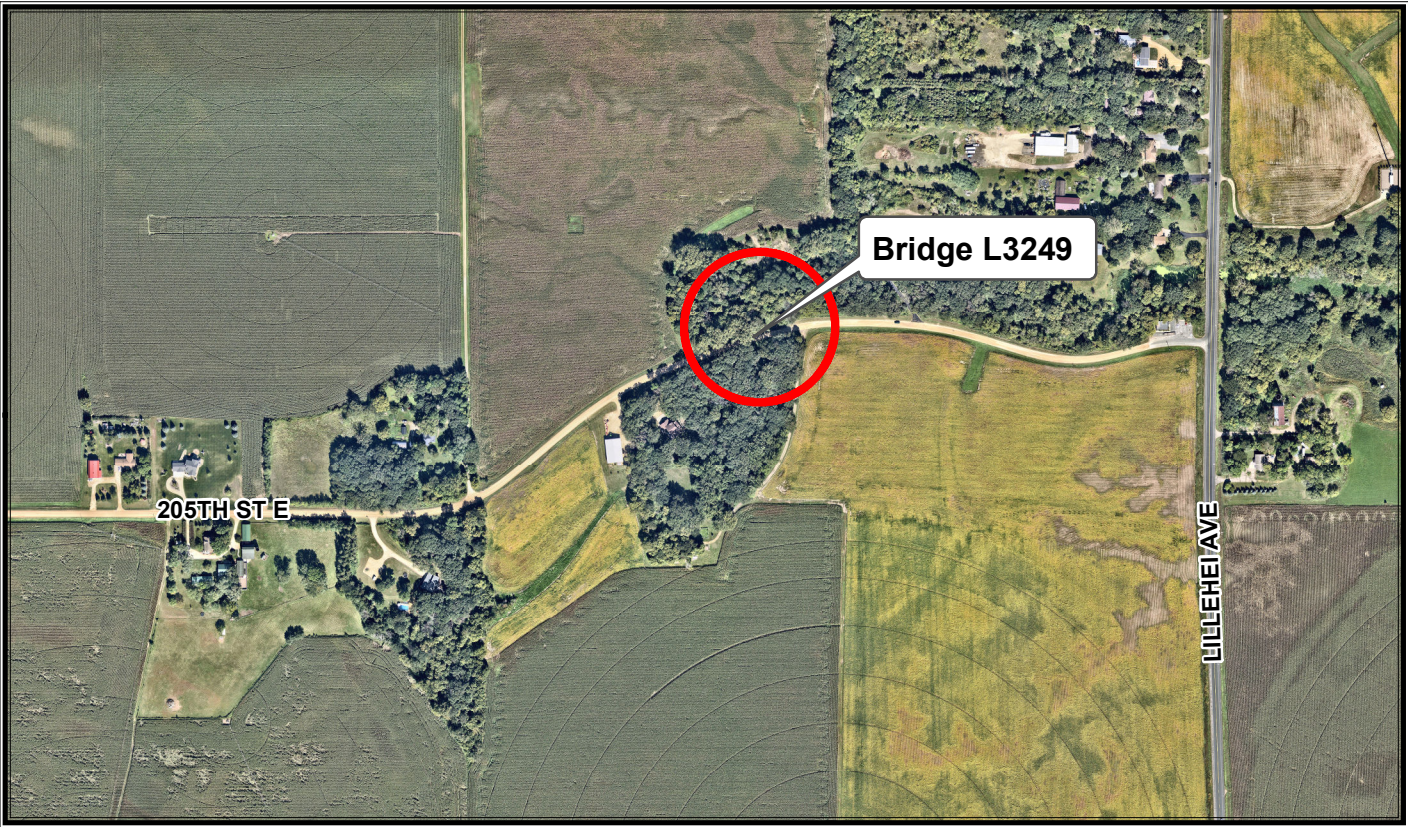
BOARD GOALS

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

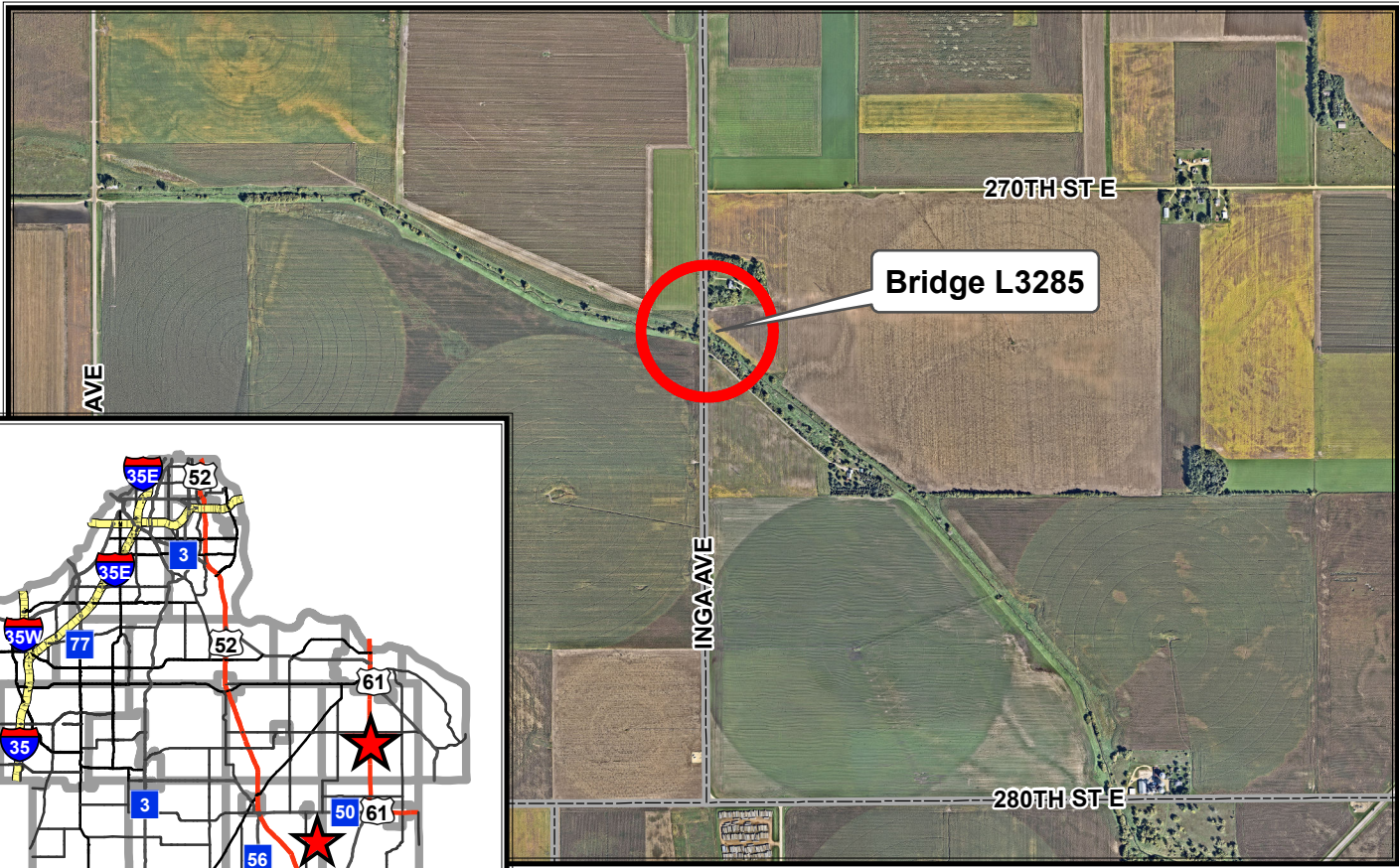
CONTACT

Department Head: Erin Laberee

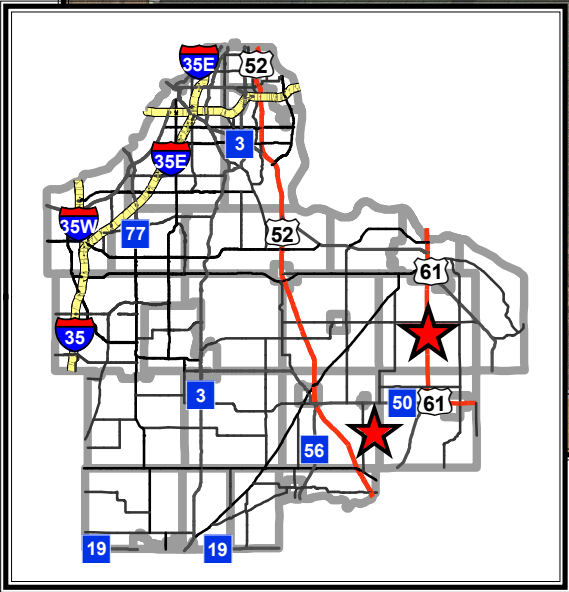
Author: Saeed Kanwar



County Project 97-164



County Project 97-144



Prepared by Dakota County Physical Development Division



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-3254

Agenda #: 5.1

Meeting Date: 4/15/2025

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Regular Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize release of the Draft 2050 Vision Plan for Parks, Greenways, And Natural Systems for a public review period of April 22, 2025 - May 20, 2025.

SUMMARY

Over the past year, the Dakota County Parks Department has been updating the previous 2030 Parks System Plan with a 2050 Vision Plan. The Draft 2050 Vision Plan for Parks, Greenways, and Natural Systems (Vision Plan) has been prepared for public review. The plan frames future work and investment in Dakota County's parks, greenways, and natural systems for the next 25 years. The plan is designed to be visionary, aspirational, and optimistic while also addressing some of the most pressing challenges faced today and anticipated in the future. The updated vision statement is *Nature Protected, Community Reflected, All Are Connected*. The vision is supported by goals for the future and strategies to achieve these goals. The plan prioritizes continued support and development of healthy ecological spaces, providing residents with access to and a sense of belonging in nature-based settings and a strong organization with appropriate funding to achieve the vision. Detailed tactics, along with metrics and targets needed to operationalize the vision, will be identified in updates to the Natural Resource Management System Plan, the Visitor Services Plan, and the Greenway Guidebook.

The Dakota County Physical Development Committee of the Whole has reviewed and provided feedback on much of the Vision Plan content over the last year. In March, April, and May 2024, initial analysis was presented; in October, Phase I Community Engagement and the new vision statement were reviewed; and in January 2025, draft goals as well as strategies for improving access to nature-based recreation were discussed. Recently added content in the Vision Plan document includes strategies supporting the goals, a chapter providing system-wide tools for parks, greenways, and natural systems, and the implementation chapter.

The Draft Plan can be viewed at the following link:

<https://www.co.dakota.mn.us/parks/About/VisionPlan/Documents/2050VisionPlan.pdf>

The Appendices can be viewed at the following link:

<https://www.co.dakota.mn.us/parks/About/VisionPlan/Documents/2050VisionPlanAppendices.pdf>

The Dakota County Planning Commission reviewed the draft Vision Plan on March 27, 2025, and

recommended that the Board of Commissioners release the plan for public review. The Planning Commission minutes contain a summary of their discussion. The draft plans will be posted on the Dakota County website for the duration of the public review period. Final plans will be presented to the Dakota County Physical Development Committee of the Whole in July 2024.

RECOMMENDATION

Staff recommends release of the Draft 2050 Vision Plan for Parks, Greenways, And Natural Systems for a public review period of April 22, 2025 - May 20, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

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

RESOLUTION

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

24-218; 4/27/24

ATTACHMENTS

Attachment: Executive Summary

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Lillian Leatham



EXECUTIVE SUMMARY: 4/22/2025 DRAFT

2050 VISION PLAN

DAKOTA COUNTY PARKS, GREENWAYS, AND NATURAL SYSTEMS

Nature Protected, Community Reflected, All Are Connected

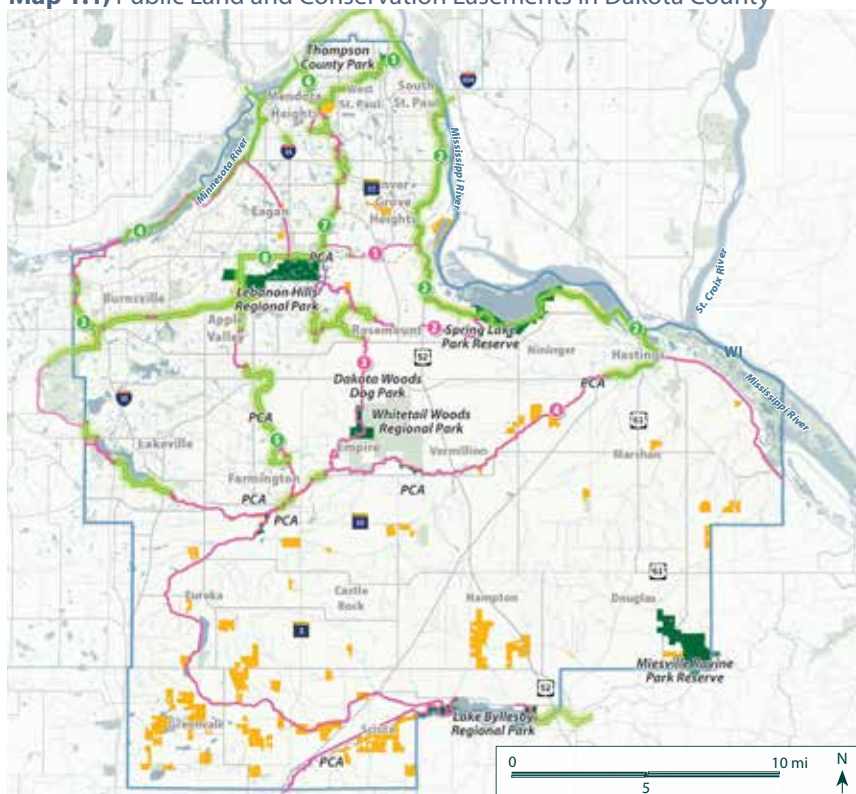
INTRODUCTION

During its 50+ year history, the Dakota County Parks System has played a pivotal role in protecting and stewarding lands, enhancing environmental quality, developing and caring for recreational facilities, and serving residents and visitors through access to the outdoors and nature-based recreation. Community members routinely share that the work of Dakota County Parks is fundamental to their quality of life. The system operates in a diverse and dynamic environment, serving a wide range of stakeholders with varying interests. The lands and services of Dakota County Parks are emblems of community desirability as a great place to live, a healthy environment, and a robust atmosphere for business and jobs. Dakota County parks are a reflection of the overall mission.

Dakota County is one of ten regional park implementing agencies across the Twin Cities metropolitan area. As a result, the County derives some of its park funding through the State and Metropolitan Council. In return, Dakota County protects, develops, and programs its designated “regional” facilities according to certain parameters established for regional facilities.

This plan looks to the next 25 years, suggesting how community values continue to shape an evolving vision for Dakota County’s park system, greenway system, and natural system.

Map 1.1, Public Land and Conservation Easements in Dakota County



LEGEND

- Reserves, Regional Parks, and County Park
- PCA Park Conservation Areas (PCA)
- Conservation Easements
- Non-County Public Lands
- Non-County Trails
- Existing/In Development County Greenways
 - 1 River to River
 - 2 Mississippi River
 - 3 Lake Marion
 - 4 Minnesota River
 - 5 North Creek
 - 6 Big Rivers Regional Trail
 - 7 Lebanon Hills
 - 8 Greenway Linking Route
- 2030 Greenway Vision
 - 1 Veterans Memorial Greenway
 - 2 Rosemount Greenway
 - 3 Vermillion Highlands Greenway
 - 4 Vermillion River Greenway
- Greenway Linking Route

FINDINGS

Recent decades have been a time of growth and increasing depth for Dakota County's park system, much of it shaped by visionary and thoughtful planning. This planning process for the 2050 Vision Plan has also included analysis of Dakota County as well as the outside influences that shape it.

Key findings from community voices, staff observations, analysis of the park system, and broader influences are identified on the

proceeding pages.

Definition of Underrepresented: In the context of this plan, underrepresented refers to demographic groups for whom the percentage of members visiting Dakota County regional parks is lower when compared to their percentage in the overall county population.



The percentage of park visitors who are youth, people of color, lower income, and older adults is lower than their percentage in the county population



Dakota County park visitors expect more accessible facilities



Visitation of Dakota County Parks is lower than metro area average based on population



A growing County population will expect additional parks and greenways



Programming is limited compared to other metro area park systems



Awareness has grown about park's essential role in supporting physical, mental, and spiritual health



Dakota County is viewed as a leader in providing nature-based recreation



The changing climate threatens natural systems and recreational opportunities



Urbanization impacts remaining natural areas, habitat, and water quality



Securing consistent and sustainable funding is a growing challenge



Dakota County park facilities are aging and have growing deferred maintenance demands

A detailed summary of engagement efforts and analysis reports can be found in the Appendices

VISION FRAMEWORK

The Dakota County 2050 Parks, Greenways, and Natural Systems Vision Plan serves as a forward-looking guide to the protection, enhancement, and development of the county's cherished outdoor spaces. The Vision Framework sets a foundation for ensuring that lands, facilities, operations and visitor services meet the needs of the county's growing and diverse population now and in the

future. By clearly articulating long-term goals and the actionable strategies required to achieve them, Dakota County is preparing for a future that includes environmental stewardship, recreational opportunities, and the well-being of its residents and visitors. The full plan document articulates strategies associated with each goal.

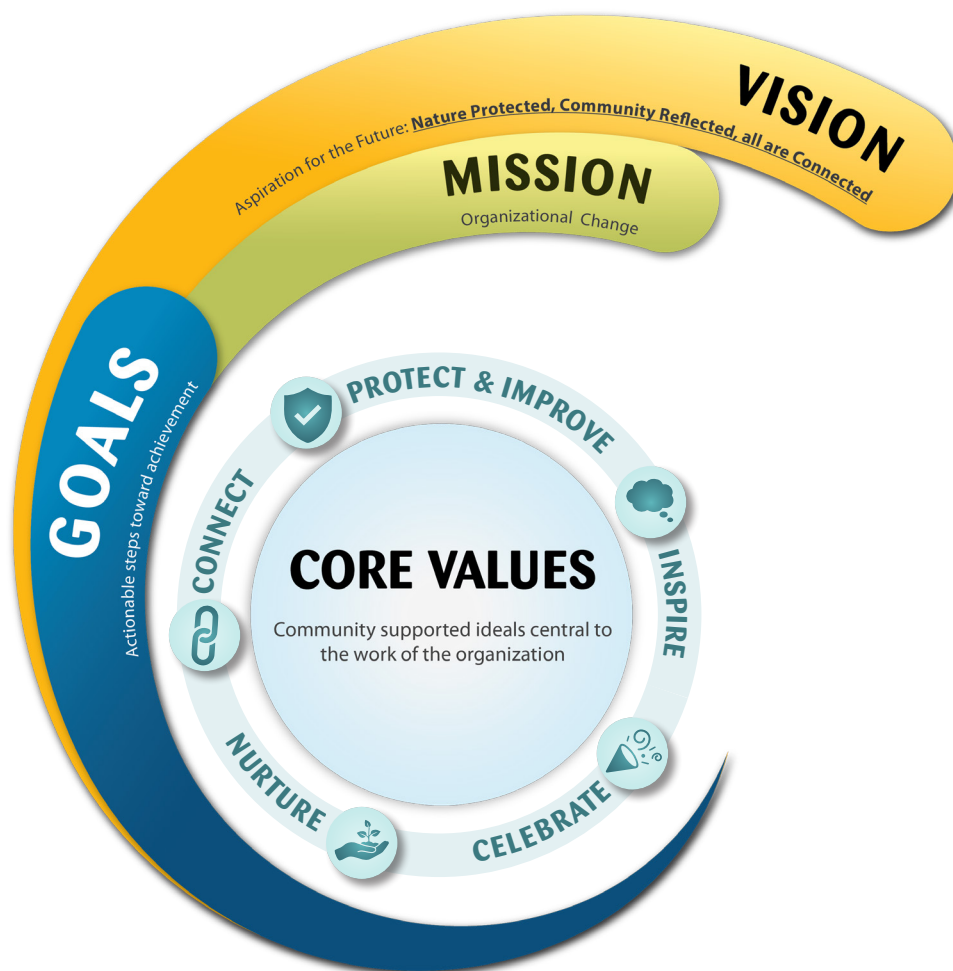


Exhibit 2.2, Vision Framework

In alignment with Dakota County's core values of Integrity, People, Service, and Innovation this plan's core values are:

CORE VALUES

To Connect...

people to each other and the natural world, fostering a sense of belonging for all.

To Protect & Improve...

natural spaces, ensuring a resilient and healthy environment for future generations.

To Inspire...

wellbeing, wonder, adventure, and learning through engaging and inclusive outdoor experiences.

To Nurture...

and heal the vital relationship between people and nature.

To Celebrate...

our vibrant and richly diverse communities.

VISION

Vision Statement

"Nature Protected, Community Reflected, All Are Connected"

MISSION

Mission Statement (working draft)

"Strengthen the vital relationship between people and nature and enhance wellbeing by restoring healthy natural systems, creating meaningful outdoor experiences, and building connected communities in a nature-based setting."

Goal 1

Nurture the reciprocal relationship between people and nature.

Goal 2

Cultivate belonging by engaging and serving the community, with an emphasis on those who are under-represented in the outdoors.

Goal 3

Provide safe and positive core services, amenities, and experiences.

Goal 4

Create dynamic spaces with unique and memorable experiences.

Goal 5

Expand environmental stewardship through outdoor programs, learning, and volunteerism.

Goal 6

Offer opportunities to improve physical, mental, and spiritual health.

Goal 7

Strengthen partnerships with Tribal Nations and Indigenous communities for the protection of lands and traditions.

Goal 8

Locate new park units close to people and additionally, to protect natural areas and recreational assets.

Goal 9

Lead and support on ecological stewardship and climate resilience.

Goal 10

Elevate cultural richness through arts, historic preservation, interpretation, and, storytelling within the park system

Goal 11

Seek values-based and mission-driven partnerships.

Goal 12

Care for the system through sustainable and innovative funding.

Goal 13

Invest in a thriving parks workforce that represents the communities served.

Goal 14

Support local and sustainable economic development.

Goal 15

Protect, improve, and manage the natural resources of Dakota County.

GOALS

PARKS, GREENWAYS & LAND CONSERVATION



The Dakota County system has three basic categories of land holdings: conservation lands, greenways, and parks. Together, these areas form a diverse and well-integrated network that plays a crucial role in preserving the county's natural resources, fostering outdoor recreation, and enhancing overall community well-being.

CONSERVATION FOCUS AREAS

Dakota County's 2020 Land Conservation Plan identifies and prioritizes land protection based on the combination of natural features, connectivity, hydrology, and land ownership with a renewed emphasis on water. Protection of these lands, called Conservation Focus Areas aims to increase voluntary protection and stewardship of private lands and improve coordination with other land conservation agencies and organizations.

GREENWAY SEARCH CORRIDORS

To guide this expansion, Dakota County has identified greenway search corridors where future greenways are planned or envisioned. These search corridors are selected based on a combination of factors, including existing gaps in the greenway network, community needs, environmental significance, and opportunities for land acquisition or partnership with local communities.

In 2010, Dakota County created a program called the Greenway Collaborative as a model for building greenways with partners. The Greenway Collaborative program is intended to be expanded

to include greater County support for local trail loops and nature based recreation linked with city parks.

PARK SEARCH AREAS

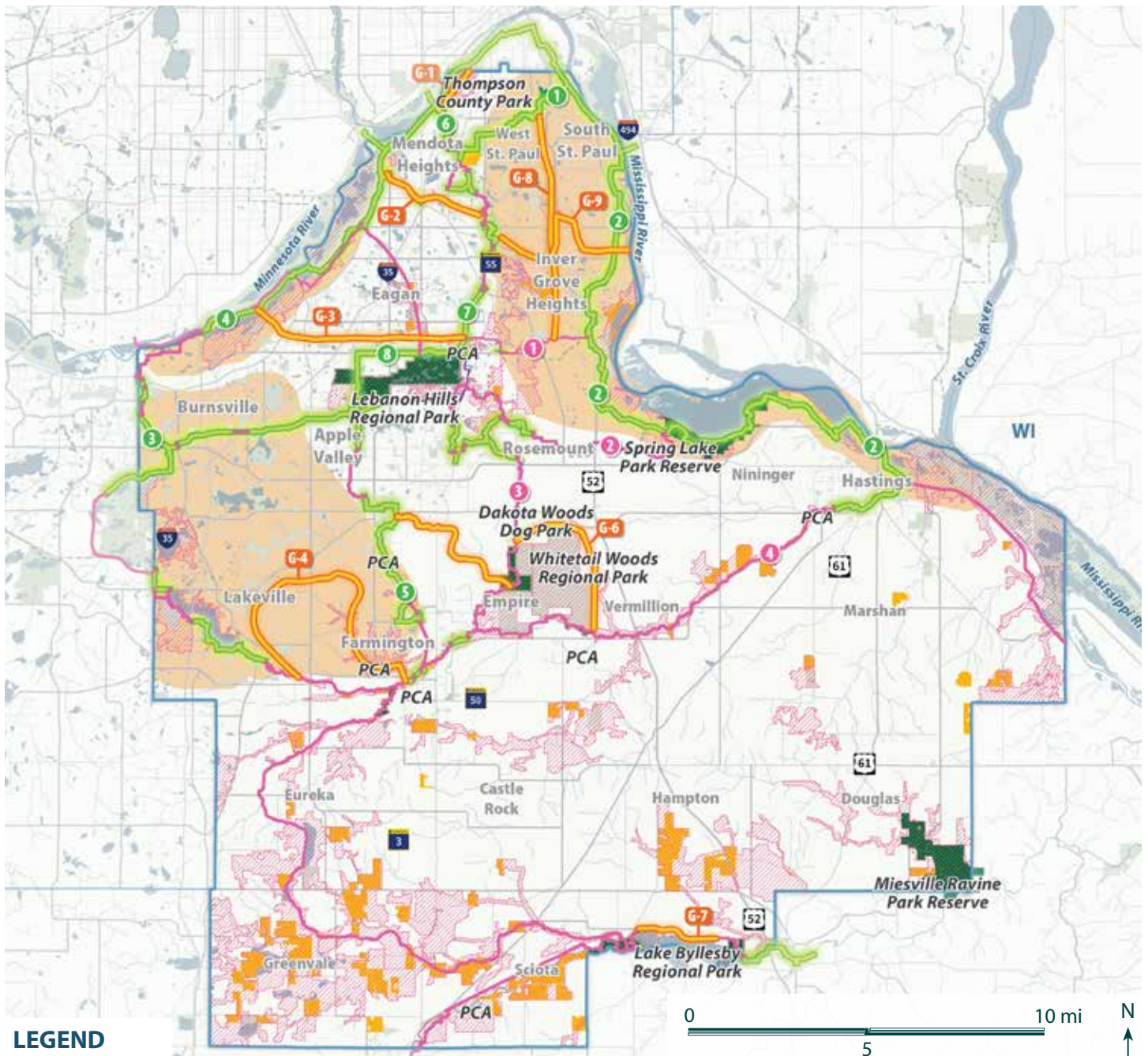
Park search areas represent a strategic approach to ensuring that residents across the county have equitable access to high-quality nature-based parks, especially where they serve demographic groups who visit parks at a lower rate than expected, compared to the demographics of the county population.

County Park Conservation Areas (CPC's, Dakota County owned)

County Park Conservation Areas are a tool for land protection using fee title ownership by Dakota County. The focus is on natural quality preserved for environmental benefits and/or natural resource-based recreation.

Privately Owned Recreation Areas

Dakota County will consider preserving land previously owned/operated by private or public entities that may no longer be in active use, but provides significant community recreation or natural resources value, by transforming it into protected public open space.



LEGEND

- County Parks, Regional Parks, Park Reserves
- Land Conservation Easements
- PCA** Park Conservation Areas (PCAs)
- Preliminary Conservation Focus Areas
- Greenway Linking Route
- New Park Search Areas
- Non-County Public Lands
- Non-County Trails
- 2030 Greenway Vision
 - Veterans Memorial Greenway
 - Rosemount Greenway
 - Vermillion Highlands Greenway
 - Vermillion River Greenway
- Existing/In Development County Greenways
 - 1 River to River
 - 2 Mississippi River
 - 3 Lake Marion
 - 4 Minnesota River
 - 5 North Creek
 - 6 Big Rivers Regional Trail
 - 7 Lebanon Hills
 - 8 Greenway Linking Route
- New Greenway Search Corridors
 - G-1 Lilydale - St. Paul
 - G-2 Soo Line
 - G-3 Highland Trail
 - G-4 Farmington - Lakeville
 - G-5 Empire Greenway - Mining Lakes
 - G-6 Vermillion Highlands to Vermillion River
 - G-7 Lake Byllesby Greenway
 - G-8 Highway 52 Trail
 - G-9 Lebanon Greenway to Mississippi River

Map, Public Land and Conservation Easements in Dakota County

CORE SERVICES AND AMENITIES

Goal 3 highlights the importance of core provisions in fostering safety and comfort in parks. Establishing a foundation of facilities that provide essential visitor support and the most sought-after activities helps visitors know what to expect and look for.

Three tiers of activities can be expected in most parks:

1. Base activities and facilities that can be expected in all parks
2. Activities that have broad popularity and can be expected in most parks
3. Signature activities intended to unique park qualities and provide unique experiences

SIGNATURE FACILITIES

Many activities and facilities will occur less frequently within Dakota County Parks but contribute greatly to a park or place's overall identity. Strategically locating these unique amenities across the system, paired with core services, creates a consistently supportive park environment that also offers a variety of experiences.

Signature Experiences

Greenways may also support signature activities in select areas outside of the base activities. Some

of these popular amenities are considered core for parks and some could be classified as signature.

ACCESSIBILITY

Embracing accessibility and universal design are an important way for Dakota County to set expectations that make visitors confident and comfortable in core services. Universal design strives to move beyond “separate but equal” access to make all places and facilities functional for everyone. While the goal is to strive for universal design across the system, this standard is especially critical for the core services and amenities. Inviting all people to integrally use the essential visitor support functions in every area sends a strong message about belonging and equity. This section of the full plan provides initiatives and guidelines to maximize accessibility across the system.





IMPLEMENTATION

The 2050 Vision Plan lays out a bold and transformative path for the future of the county's outdoor spaces. To bring this vision to life, a well-structured implementation strategy is essential; one that balances ambition with feasibility, leverages available resources, and fosters partnerships.

FUNDING TOOLS

Dakota County has historically and continues to apply a broad range of funding tools to its system of parks, greenways and natural areas. A key next step will be exploring financially sustainable options for revenue and funding. The following list offers a snapshot of general funding sources that are either relatively standard (sustainable) or require unique actions (innovative) with more detail offered in the full plan.

Regional Funding (sustainable)

County Levy (sustainable)

Federal Grants & Programs (innovative)

State Grants & Programs (innovative)

Bond Measures (innovative)

Sponsor Recognition (innovative)

Philanthropic Donations (innovative)

Program & User Fees (sustainable)

Public/Private Corporate Partnerships (innovative)

Revenue-Generating Activities (Sustainable)

PHILANTHROPIC PARTNERSHIP

The partnership with a philanthropic organization could enhance funding, engagement, and long-term sustainability. Agencies with philanthropic partners can experience benefits through private donations, grants, and sponsorships while fostering community involvement and stewardship.

Some agencies find success through direct formation and hands on operational leadership while others take an arms-length approach to the relationship with a not-for-profit specifically organized to support the mission of the park agency. The earlier may demand special legislative authority.

COST RECOVERY

In recent years, park agencies across the United States have been rethinking their cost recovery models to prioritize equity. Traditionally, these models were designed to maximize revenue generation through user fees, partnerships, and sponsorships. However, as communities recognize the vital role parks play in community well-being, agencies are shifting to models that ensure access for all.

The transformation of cost recovery models to prioritize equity represents a fundamental shift in how park services are valued. Rather than over-emphasis on revenue-generating entities, parks are increasingly recognized as vital public assets that should be accessible to everyone. As this shift continues, the challenge will be balancing financial sustainability with the goal of ensuring that no one is excluded from the benefits of parks due to cost.

REVENUE GENERATING ACTIVITIES

Even in evolving approaches to cost recovery, revenue generating activities remain an important subset of services. They are intended to generate at least as much revenue as the cost to provide them. They serve to buffer challenging financial times, bolster operating efficiency, and enhance visitor experience. Most importantly, they diversify revenue streams to support the broader mission and vision. Revenue generating activities can:

Generate & Diversify Revenue

Increase Operational Efficiency & Cost Recovery

Enhance Infrastructure Investment & Asset Optimization

Enhance Marketing, Branding, and Community Connections

Leveraging innovative revenue streams, strategic investments, and efficient operations through revenue generating activities can deepen a healthy balance between community service, conservation, and fiscal responsibility.



2050 Vision Parks, Greenways, and Natural Systems

Lil Leatham, Dakota County Principal Planner
Physical Development Division

1

Overview



1. Findings
2. 2050 Vision Framework
3. Parks, Greenways, and Natural Systems
4. Implementation
5. Requested Action
6. Questions/Discussion

Process

Spring – Fall 2024:
Research, Community Engagement

Fall 2024-Winter 2025:
Vision Framework and Develop Draft Plan

Spring 2025: Public Review Draft Plan, Community Engagement

Spring - Summer 2025:
Final Plan and Approvals

2

Key Findings from Analysis and Community Feedback

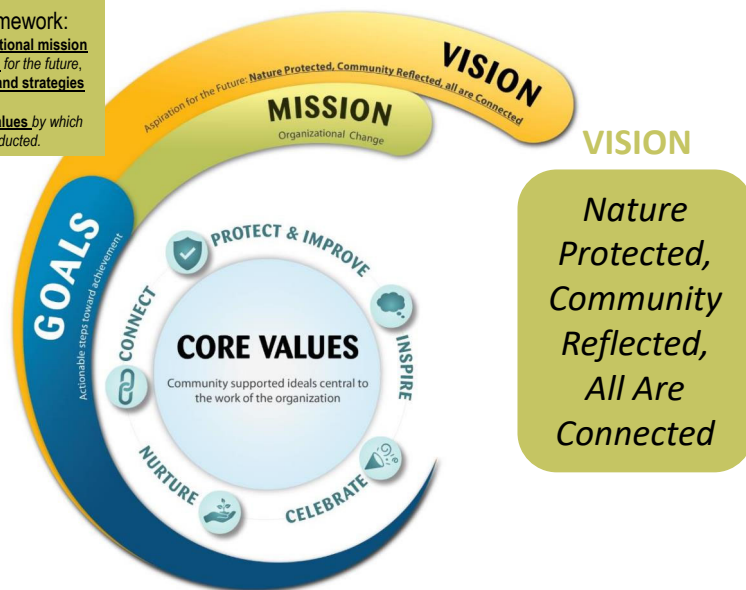


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Vision Framework



The Vision Framework:
Supports the organizational mission by expressing a vision for the future, formulating the goals and strategies to achieve it, and articulating the core values by which the mission will be conducted.



4

Vision Plan Core Values



In alignment with Dakota County's core values of Integrity, People, Service, and Innovation this plan's core values are:

- To **Connect** people to each other and the natural world, fostering a sense of belonging for all.
- To **Protect & Improve**... natural spaces, ensuring a resilient and healthy environment for future generations.
- To **Inspire**... wellbeing, wonder, adventure, and learning through engaging and inclusive outdoor
- To **Nurture**... and heal the vital relationship between people and nature.
- To **Celebrate**... our vibrant and richly diverse communities.

5

Vision Framework



GOALS

Goal 1

Nurture the reciprocal relationship between people and nature.

Goal 2

Cultivate belonging by engaging and serving the community, with an emphasis on those who are under-represented in the outdoors.

Goal 3

Provide safe and positive core services, amenities, and experiences.

Goal 4

Create dynamic spaces with unique and memorable experiences.

Goal 5

Expand environmental stewardship through outdoor programs, learning, and volunteerism.

Goal 6

Offer opportunities to improve physical, mental, and spiritual health.

Goal 7

Strengthen partnerships with Tribal Nations and Indigenous communities for the protection of lands and traditions.

Goal 8

Locate new park units close to people or to protect natural areas and recreational assets.

Goal 9

Lead and support on ecological stewardship and climate resilience.

Goal 10

Elevate cultural richness through arts, historic preservation, interpretation, and storytelling within the park system

Goal 11

Seek values-based and mission-driven partnerships.

Goal 12

Care for the system through sustainable and innovative funding.

Goal 13

Invest in a thriving parks workforce that represents the communities served.

Goal 14

Support local and sustainable economic development.

Goal 15

Protect, improve, and manage the natural resources of Dakota County.

6

System Wide Guidance

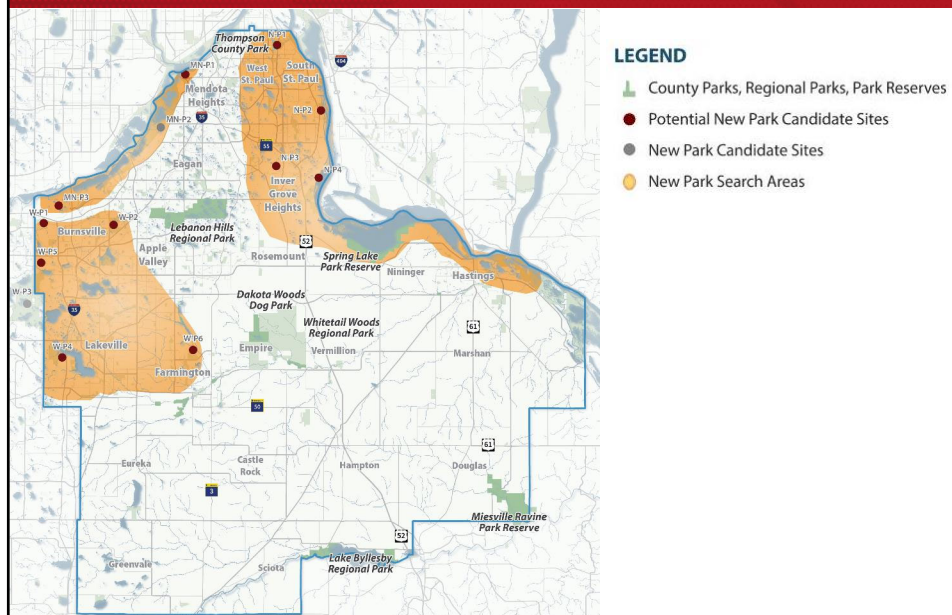


Chapter 3 contains system-wide approaches for

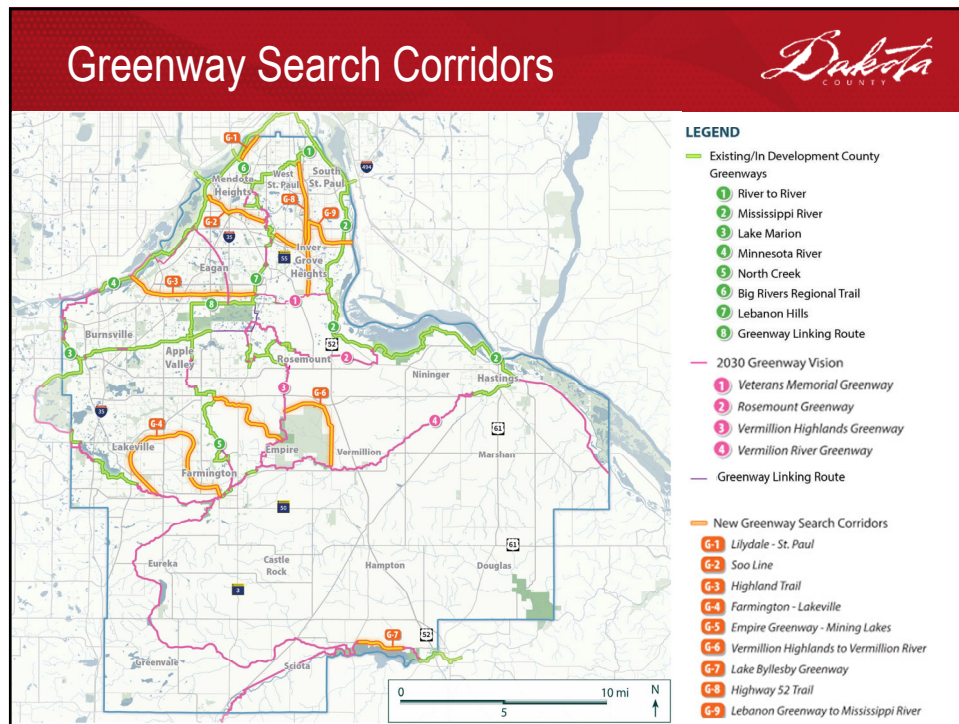
- Park Classification
- Core Services and Amenities
- Signature Facilities
- Accessibility
- Conservation Focus Areas
- Park Search Areas
- Greenway Search Corridors
- Expansion of Greenway Collaborative New: nature base recreation, community trail connections

7

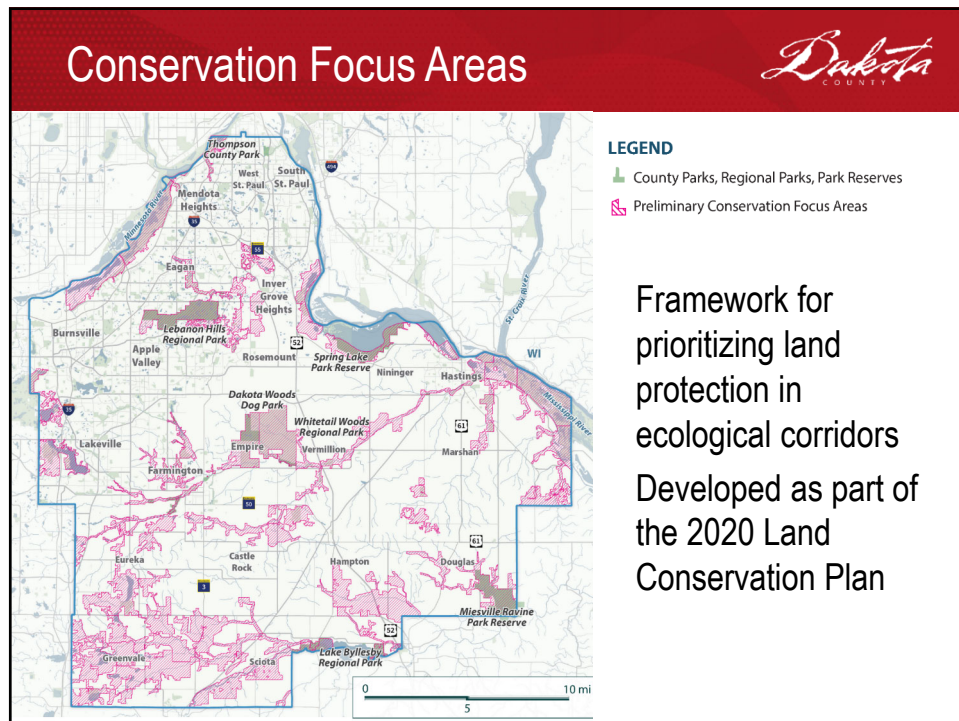
Park Search Areas



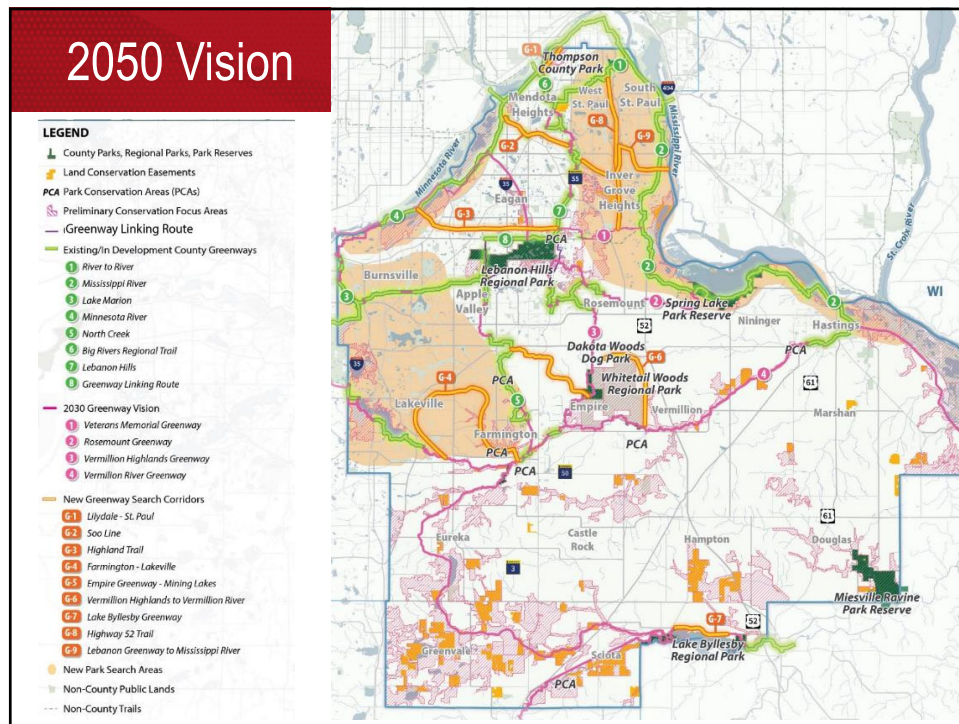
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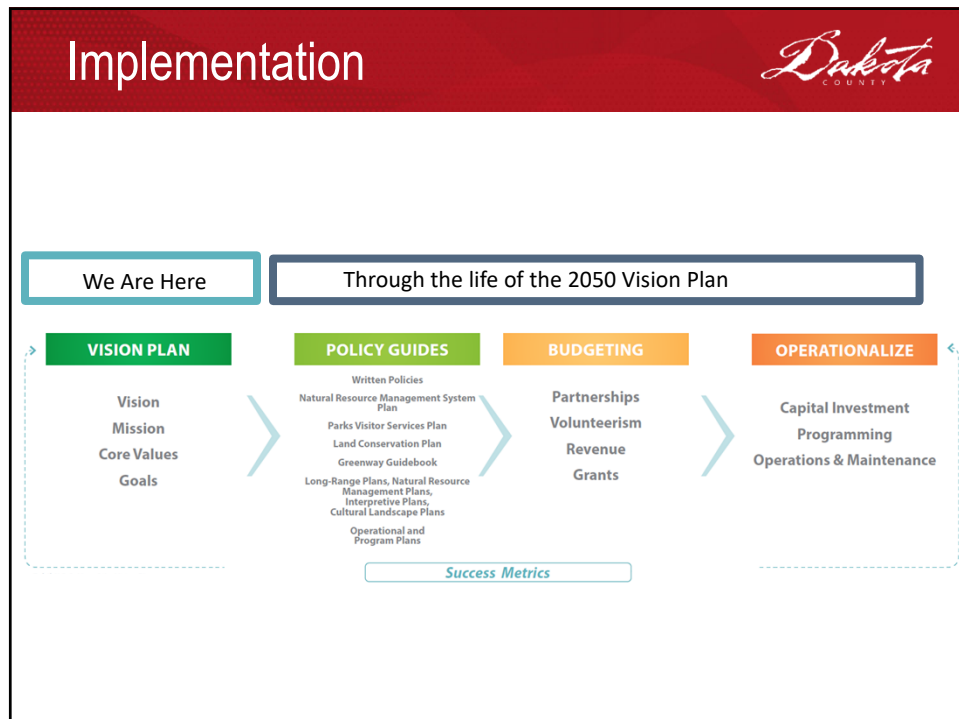
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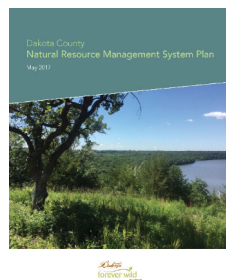


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Next Steps - Update Operational Plans



- Natural Resources Management System Plan (NRMSP)
 - Land Conservation Plan (integrate into NRMSP)
- Visitor Services Plan
- Greenway Guidebook



Land Conservation Plan
for Dakota County

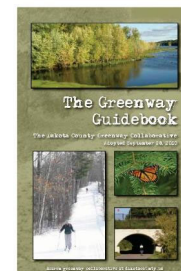


Adopted on November 17, 2020



Dakota County Parks
Visitor Services Plan

Revised October 15, 2021



13

Next Steps – Sustainable Funding



Tools to explore:

- | | |
|---------------------------|---------------------------------------|
| • Regional funding | • Partnerships |
| • County levy | • Revenue generating activities |
| • Grant programs | • Creation of a Special Park District |
| • Bond measures | |
| • Philanthropic donations | |
| • Rental and permit fees | |

14

Next Steps – Operations & Staffing



- Develop a Capital Replacement Program
- Develop a strategy to add operations staff along with system growth
- Develop staffing model with less dependence on seasonal staff for year-round operations
- Evaluate benefits of organizational structural changes that would improve park operations

15

Next Steps – Parks and Greenways



- Continue to implement the 200-mile greenway vision
- Incorporate new search areas into Met Council Regional Parks Policy Plan
- Develop long-range plans for greenway search areas
- Prepare land acquisition plan/partnership plan for new parks
- Develop long-range and natural resource management plans for County Park Conservation Areas
- Prepare phase two ADA transition plan (park outdoor facilities)

16

Next Steps – Indigenous Partnership



- Establish consultation protocols and collaborative processes
- Conduct Traditional Cultural Places surveys
- Develop protection and management plans for Indigenous sites
- Apply Traditional Ecological Knowledge (TEK) that stewards healthy water and land
- Consider using Met Council's Cultural Landscape designation within the parks system

17

Requested Action



Recommendation to release the Draft 2050 Vision Plan for Parks, Greenways, and Natural Systems for public review.

18

Questions and Discussion



Next Steps

- April 22- May 20: Public review
- June: Planning Commission – Final Plan
- July: PDC – Final Plan

Thank you!



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4320

Agenda #: 5.2

Meeting Date: 4/15/2025

DEPARTMENT: Parks

FILE TYPE: Regular Action

TITLE

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

PURPOSE/ACTION REQUESTED

Amend the 2025 Capital Improvement Project budget and contract with Short-Elliott-Hendrickson, Inc., for additional design and construction observation and administrative consulting services for the Veterans Memorial Greenway, County Project P00147 in the cities of Inver Grove Heights and Eagan (Attachment: Project Location).

SUMMARY

To enrich lives by providing high-quality recreation and education opportunities in harmony with natural resource preservation and stewardship, Dakota County Parks is proceeding with the Veterans Memorial Greenway.

The Veterans Memorial Greenway is a proposed regional trail and open-space corridor that will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County. The five-mile corridor stretches east and west within Eagan and Inver Grove Heights, which follows the adopted Rich Valley Greenway master plan corridor. The Veterans Memorial Greenway will provide neighborhood access points connecting single-family residential neighborhoods, local park connections, and rural and undeveloped open space (Attachment: Project Location). The memorials along the trail will be planned and constructed in partnership with veterans groups.

The Veterans Memorial Greenway will present unique and exciting user opportunities to traverse over and under highways and across water bodies and railroads, coupled with views of unique and picturesque natural resource elements. Users will also have the chance to learn along the way about the sacrifices veterans have made over the years.

The second amendment contract with Short-Elliott-Hendrickson, Inc., did not account for additional services required for the delivery of phases 1, 2, and 3, and construction services for phase 2. Since the contract was awarded, the project scope and complexity have evolved to include items and essential deliverables not in the original scope or amended scope based on changes in the project funding, now including federal funds, additional structural engineering, and design for multiple retaining walls, alignment changes, utility coordination, permitting, and multiple alternative alignment

analysis associated with phase 3 along 105th street.

A summary of the supplemental agreement for engineering services is below:

Phase 1 and 2 Additional Services

During design development for Phases 1 and 2, SEH completed numerous design refinements and iterations that were not originally accounted for as part of the original contract. With phase 1, increased survey needs, borings, utility potholing were needed to account for alignment changes from the concept alignment and to accommodate constraints with right-of-way and construction limits. With phase 2, multiple changes and new design and geotechnical needs occurred as a result of the Schiela parcel acquisition and the alignment changes within the parcel. In addition, lighting design, and bridge detail development for the Highway 3 bridge were not accounted for in the original contract. Phase 2 design also encountered extensive coordination and design changes as a result of utility conflicts and DNR permitting requirements.

Associated Fees/Expenses: \$305,000

Phase 3 Design

Additional services for phase 3 design have already occurred, including extensive alternative design analysis along 105th street beyond those included in amendment number 1. Additional alternative design analysis and coordination will be required with the city of Inver Grove Heights, MnDOT, and the railroad to achieve an approved layout and crossing type of Highway 52. This will include 105th Street reconstruction alternatives analysis to continue revising the design to limit right-of-way needs and private property impacts, a complete Highway 52 alternatives analysis that receives MnDOT approval, and water resources and permitting needs.

Associated Fees/Expenses: \$675,000

Construction Services - Phase 2

SEH will provide full construction observation and administrative services for Phase 2 construction. It is assumed that construction will begin in the fall of 2025 with boardwalk and Highway 3 bridge construction taking place over the winter 2025/2026.

Associated Fees/Expenses: \$775,000

RECOMMENDATION

Staff recommends executing a contract amendment with Short-Elliott-Hendrickson, Inc., in the amount of \$1,755,000, increasing the total contract amount to \$4,249,796 for the Veterans Memorial Greenway, for actual costs not to exceed \$4,349,796 including a \$100,000 contingency.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2025 Parks Capital Improvement Program currently includes \$12,400,000 in County funds for P00147. The project also has \$5,000,000 in secured State Bonding from the 2020 legislative session, \$5,000,000 in State Bonding from the 2023 legislative session, and \$4,995,000 in Federal Congressional Directed spending for a total available funds of \$27,250,000. Additionally, the County has secured a \$1,000,000 federal appropriation for the Highway 3 grade-separated bridge. Successful completion of this project relies upon the \$5,995,000 Federal Congressionally Directed Spending allocation. Sufficient funding is available for the professional design services in this

request.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

20-430; 9/1/20
22-201; 5/24/22
22-376; 9/6/22
22-567; 12/13/22
23-076; 2/28/23
23-320; 7/18/23
23-575; 12/19/23
24-112; 2/27/24
24-145; 3/26/24

ATTACHMENTS

Attachment: Project Location

Attachment: Amendment Memorandum

Attachment: Presentation Slides

BOARD GOALS

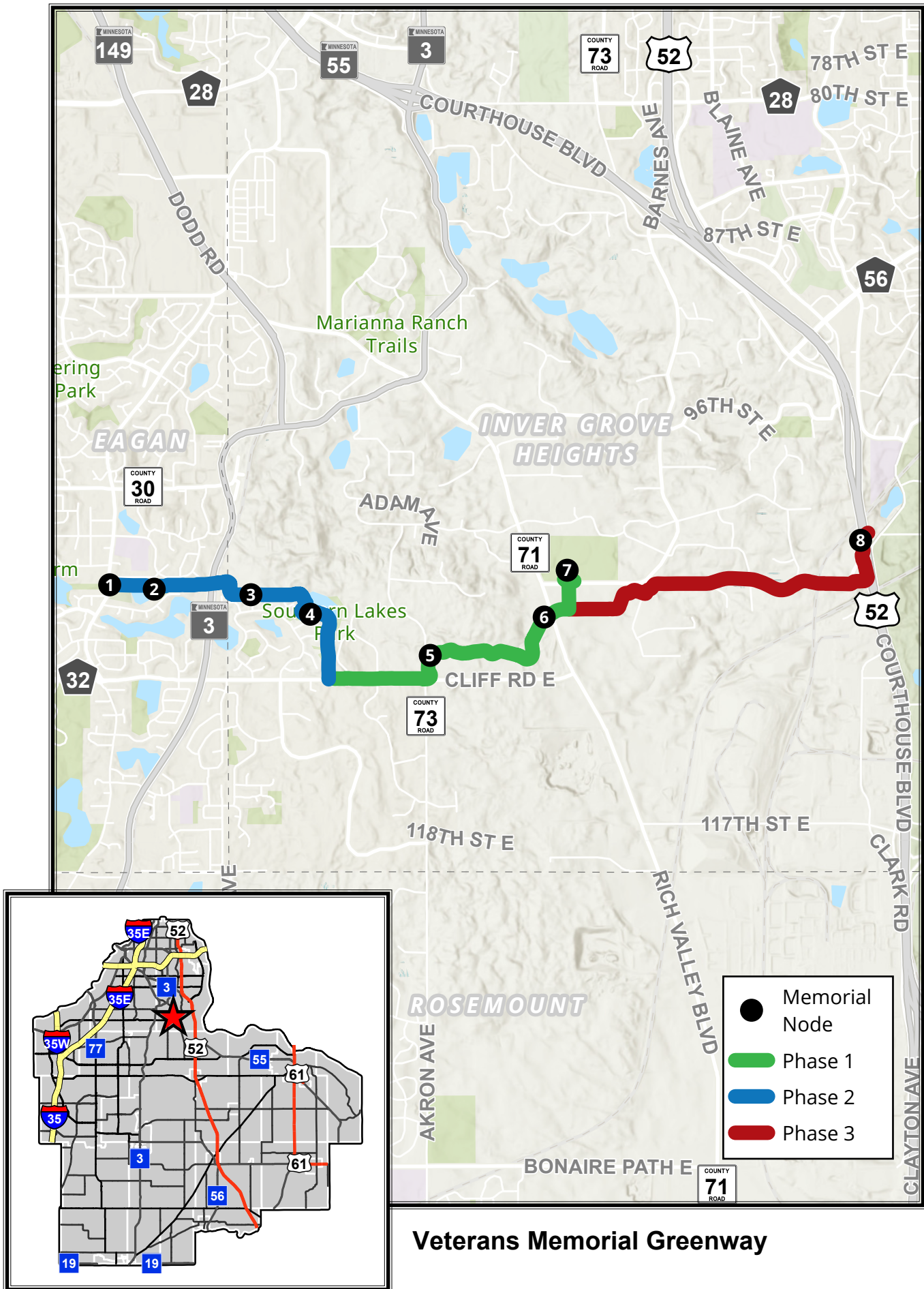
- ☒ Thriving People ☒ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map





Building a Better World
for All of Us®

SUPPLEMENTAL LETTER AGREEMENT

March 12, 2025

RE: Dakota County
Veterans Memorial Greenway –
Amendment for Professional Services
County Contract #C0033121
SEH No. DAKOT 157442 10.00

Tony Wotzka
Greenways Manager
Dakota County Parks Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Mr. Wotzka:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this Supplemental Letter Agreement for Engineering Services (agreement) for the above referenced project. The agreement is needed to address additional services provided with the delivery of Phases 1, 2, and 3, and construction services for Phase 2.

Phases 1 and 2 Additional Services

During design development for Phases 1 and 2, SEH completed numerous design refinements and iterations that were not originally accounted for as part of the original contract. Those additional services are summarized below.

Phase 1

- Increased topographic survey limits due to greenway alignment changes
- Additional geotechnical borings due to alignment changes and/or retaining wall locations in new locations not previously assumed
- Cliff Road Reinforced Soil Slope (RSS) design and detailing
- Rich Valley Blvd retaining wall and sandbag façade; Pine Bend pipeline potholing and future roadway widening concepts
- 105th Street widening, crosswalk, and crosswalk lighting near Rich Valley Park
- Rich Valley Park parking lot expansion and spur trail connections including coordination and review and approval process with the City of Inver Grove Heights

Phase 2

- Scheila parcel greenway alignment changes, addition of parking lot and lighting/security camera design
- Water resources stormwater management design and permitting due to Scheila property changes/additions
- Scheila property coordination and review and approval process with the City of Eagan
- Inclusion of a retaining wall at the western abutment of the pedestrian bridge over TH3

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10400 Yellow Circle Drive, Suite 500, Minnetonka, MN 55343-9302

952.912.2600 | 800.734.6757 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Additional geotechnical borings due to alignment changes and/or MnDOT requests
- Addition of trail bridge memorial insignias and associated lighting design, coordination, and detail development
- Design alternative development and boardwalk re-design due to DNR comments on wetland permit application
- Extended utility relocation coordination with Xcel Energy and Great River Energy
- Utility potholing of Flint Hills Resources pipeline (performed by Goliath Hydrovac)
- Preparation of a separate tree clearing quote package
- DNR Water Permitting and Reporting System (MPARS) permit fee

Phase 3 Design

The list of tasks below includes additional services already provided as well as services to be performed with design development of Phase 3.

- Completed four (4) additional design alternatives along 105th Street beyond those included in Amendment No. 1
- Developed of alternative alignments through Jeffries Chicken Farm
- Complete US Highway 52 bridge crossing analysis
- Complete 105th Street reconstruction alternatives analysis that could include shifting/urbanizing/re-grading in order to minimize impacts to private property with the addition of the greenway
- Complete US Highway 52 underpass alternatives analysis and associated MnDOT coordination/approvals
- Complete associated water resources stormwater management design and permitting based on final design configuration along 105th Street and crossing of TH52

Construction Phase Services – Phase 2

SEH will provide construction observation and administrative services for Phase 2 construction. It is assumed that construction will begin in the fall of 2025 with boardwalk and TH3 bridge construction taking place over the winter 2025/2026. The remainder of trail construction will be completed by fall 2026. Below is a list of our assumptions.

- Construction materials testing is included and will be provided by a sub-consultant.
- SEH will review all shop drawings and submittals
- SEH will lead an in-person pre-construction meeting at a location determined by the County
- Construction will begin in fall 2025 with boardwalk and bridge construction taking place over the winter. The remainder of trail construction will be completed by fall 2026.
- SEH will provide 1 senior, MnDOT-certified bridge inspector for construction observation services at 50 hours/week for 39 weeks during trail construction and 25 hours/week for 17 weeks during winter bridge and boardwalk construction.
- SEH will provide a second construction observer to provide support during trail construction at 25 hours/week for 32 weeks.
- SEH will coordinate the testing schedule with the materials testing subconsultant in accordance with MnDOT Schedule of Materials Control and Federal Aid requirements.
- SEH will prepare pay applications and change orders for review and approval by the Contractor and County.
- SEH will provide construction administration services including agendas, minutes, and leading of on-site, weekly construction meetings with SEH, Contractor/Sub-contractor, City of Eagan, City of Inver Grove Heights, and County staff. SEH will also provide clarification of plans and specifications as needed (assumed 6 hours/week total for 34 weeks).
- Weekly construction meetings will not be required during winter construction.
- The County will handle formal written communications with residents/property owners.
- All construction staking will be completed by SEH.

- SEH will complete as-built survey and drawings.

Fee Breakdown

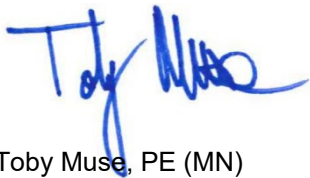
The following is a summary of the additional scope items and associated fees and reimbursable expenses.

Item	Associated Fees/Expenses
Phase 1 and 2 Additional Services	\$305,000
Phase 3 Design	\$675,000
Construction Phase Services – Phase 2	\$775,000
Total Amendment Request	\$1,755,000

If this agreement is acceptable, our total contract amount will increase from \$2,494,796.00 to \$4,249,796.00. Phase 1 and Phase 2 additional service fees/expenses will be added to SEH's current project budget. Phase 2 construction and Phase 3 design service fees/expenses will be allocated to a new SEH project. Both projects will reference current County contract number #C0033121. If approved, please prepare and process a contract amendment for execution. Please contact me at 651.235.4296 or tmuse@sehinc.com if you have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Toby Muse, PE (MN)

Project Manager

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Veterans Memorial Greenway Contract Amendment #3 Request

Physical Development Committee
April 15, 2025

Tony Wotzka, Greenways Manager
Parks Department

1

Presentation Outline

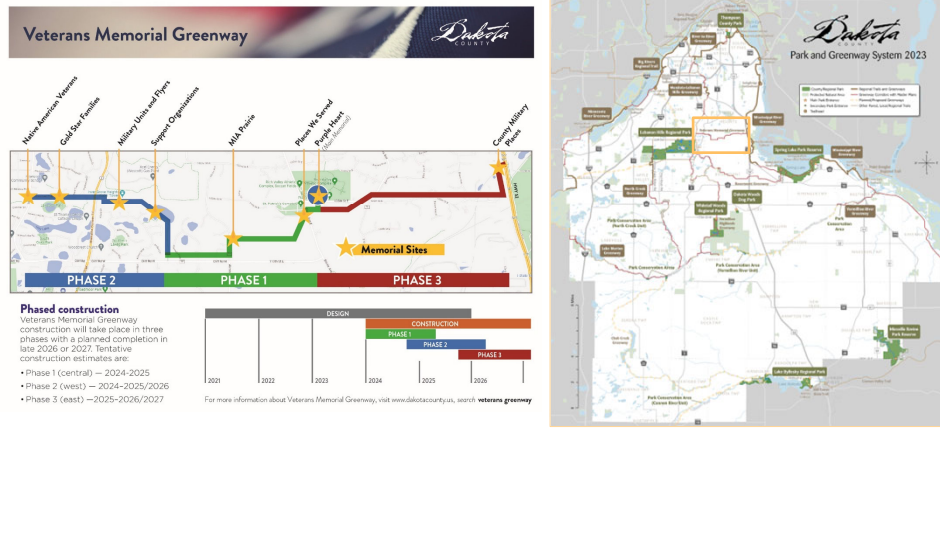


- Phase I Update
- Amendment Details
- Phase II & III Updates
- Project Budget & Cost Summaries
- **Action:** Authorization For Contract Amendment Three With Short-Elliott-Hendrickson, Inc. To Provide Additional Design For Greenway Trail And Memorial Nodes And Construction Administration For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147



2

Project Overview

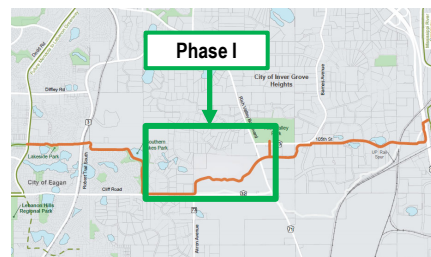


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Phase I Update



- Construction began April 2024
 - Substantially completed in November 2024.
 - Final completion by July 2025.
- Includes two memorial nodes
 5. MIA Prairie/Path of Service
 6. Places We Served
- Additional landscaping interpretation and plaza construction to be let with separate contract(s) later this year

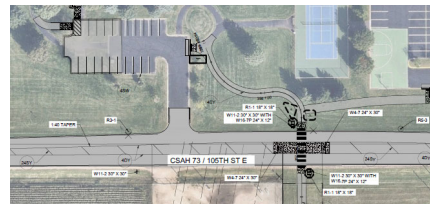


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Phase I – Construction Highlights



- Includes 2 miles of new Greenway alignment along Cliff Road (CSAH 32) and within Flint Hills Resources Easement
- Includes a Tunnel Under Rich Valley Boulevard (CSAH 73) with Custom Sandbag Façade
- Includes a Stars and Stripes Plaza
- Includes Parking Lot Improvements and midblock crossing with lighting of 105th Street to Rich Valley Park



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Contract Amendment Request



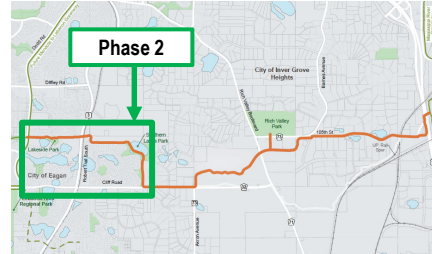
Task	Associated Fees/Expenses
Phases 1 and 2 Additional Services Completed	
<ul style="list-style-type: none"> Additional geotechnical borings and structural engineering (Cliff Road Reinforced Slope Wall, Rich Valley Retaining Wall, Highway 3 Bridge) 105th Street Widening and crosswalk lighting Rich Valley Parking lot expansion and spur trail Schiela Property Alignment changes, coordination, and design Utility potholing, coordination, and alignment changes DNR permitting coordination and alignment changes 	
Subtotal	\$305,000
Phase 3 Design Completed and Proposed	
<ul style="list-style-type: none"> Four additional design alternatives along 105th Street US Highway 52 bridge or tunnel crossing analysis and coordination with MnDOT and RR approvals 105th Street reconstruction alternatives design, city coordination, and final design 	
Subtotal	\$675,000
Construction Observation and Administration	
<ul style="list-style-type: none"> Full time inspector on-site and construction administration services during construction Construction materials testing 	
Subtotal	\$775,000
Total Supplemental Agreement Amount	\$1,755,000

6

Phase 2 Update



- Final Design Nearly Complete with construction proposed in 2025
- Includes four Memorial Nodes
 1. Native American Veterans
 2. Gold Star Families
 3. Military Units and Flyers
 4. Support Organizations
- Includes a Highway 3 grade-separated bridge
- Trail improvements in Lakeside Park (Eagan) and Southern Lakes Park (IGH) and IGH city property with transmission lines.
- New regional trail easements with Xcel Energy, Eagan and IGH

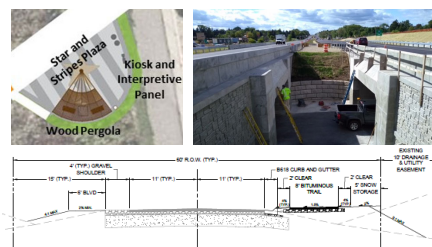
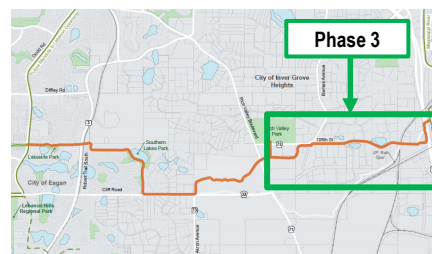


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Phase 3 Update



- Final Engineering will begin in 2025 with construction in 2026/2027
- Includes two memorial nodes
 7. Main Memorial
 8. County Military Places
- Grade-separated tunnel or bridge at US Highway 52
- Trail alignment starting at Rich Valley Park and east along 105th Street
- 105th Street reconstruction



8

Project Budget Summary



Budget & Funding Source Summary	Budget Amounts	Trail Miles, # of Nodes
2020 Capital Approved Budget		
<ul style="list-style-type: none"> • ELF Funding [\$2,500,000] • ML2020 State Bonding [\$5,000,000] 	\$2,500,000 \$5,000,000	5 Miles, 5-7 Nodes
2020 Budget	\$7,500,000	
2021 Capital Approved Budget		
<ul style="list-style-type: none"> • ELF Funding [\$2,500,000] 	\$2,500,000	5 Miles, 5-7 Nodes
2021 Budget	\$10,000,000	
2022 Capital Approved Budget		
<ul style="list-style-type: none"> • ELF Funding [\$5,900,000] • Park Fund [\$1,500,000] • Federal Directed [\$4,950,000] 	\$5,900,000 \$1,500,000 \$4,950,000	5 Miles, Multiple Nodes
2022 Budget	\$22,350,000	
2023 Capital Approved Budget		
<ul style="list-style-type: none"> • ML2023 State Bonding [\$5,000,000] • Federal Directed Highway 3 Bridge [\$1,000,000] 	\$5,000,000 \$1,000,000	5 Miles, 8 Nodes
Total Project Approved Budget	\$28,350,000	
External funds secured [\$5M ML20 State Bond , \$5M ML23 State Bond, \$4.995M Federal '23, \$1M Federal '24]	\$15,950,000	
External funds unsecured [\$3M LCCMR Grant for Main Memorial '25]	\$3,000,000	
Total External Funds Secured And Unsecured	\$18,950,000	

9

Total Project Cost



Project Costs By Task	Project Costs
Engineering	
<ul style="list-style-type: none"> • 2020 Contract For Interpretive Memorial Plan and Prelim & Final Engineering • 2023 Amendment #1 (Environmental Site Assessments, 105th Street design alternatives) • 2024 Amendment #2 (Interpretive node design, landscaping plan, construction admin) • Proposed 2025 Amendment #3 (Phase I, Phase II, Phase III Additional Design, construction admin) 	\$1,299,151 \$204,590 \$600,564 \$975,000
Engineering Project Costs	\$3,079,305
Construction Inspection & Admin	
<ul style="list-style-type: none"> • Phase I • Phase II 	\$390,491 \$775,000
Construction Inspection & Admin Project Costs	\$1,165,491
Trail Construction	
<ul style="list-style-type: none"> • Phase I – Trail & Tunnel • Phase II – Trail and Bridge Highway 3 *Estimate • Phase III – Trail and Bridge/Tunnel US 52 *Estimate 	\$3,345,699 \$7,000,000 \$9,500,000
Trail Construction *Estimate	\$19,845,699
Memorial Nodes	
<ul style="list-style-type: none"> • Phase I – Nodes 5 & 6 and Landscaping *Estimate • Phase II – Nodes 1-4 *Estimate • Phase III – Node 7 Main Memorial with Trailhead and Node 8 *Estimate 	Basic + Enhanced \$325,000 Basic \$60,000 Enhanced \$1,400,000 Basic \$19,000 Enhanced \$2,000,000
Memorial Nodes *Estimate	Basic \$79,000 Enhanced \$3,725,000
Total Project Costs *Estimate	\$24,494,495 - \$27,490,495

10

County Board Direction



- **Request CB to authorize a contract amendment number 3 with Short-Elliott-Hendrickson, Inc. to provide additional design and construction observation and administration for Veterans Memorial Greenway**
 - **Phases 1 and 2 Additional Services Completed**
 - \$305,000 Associated Fees/Expenses
 - **Phase 3 Design Completed and Proposed**
 - \$675,000 Associated Fees/Expenses
 - **Construction Observation and Administration Phase 2**
 - \$775,000 Associated Fees/Expenses
 - **Total Amendment Request \$1,755,000**

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Thank You!

Tony Wotzka, PLA
Greenways Manager

forever wild PARKS

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 • Hoffman

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Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4466

Agenda #: 8.1

Meeting Date: 4/15/2025

Adjournment