



Dakota County

Board of Commissioners

Agenda

Tuesday, December 16, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

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

Commissioners may participate in the meeting by interactive technology.

1. Call to Order and Roll Call

2. Pledge of Allegiance

3. Audience

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

4. Agenda

4.1 Approval of Agenda (Additions/Corrections/Deletions)

5. Presentation

Minnesota Inter-County Association (MICA) and Association of Minnesota Counties (AMC)
Annual Update

CONSENT AGENDA

6. County Administration - Approval of Minutes

6.1 Approval of Minutes of Meetings Held on December 2, 2025

7. Items Recommended by Board Committee*

7.1 Physical Development Administration - Approval Of 2026 Planning Commission Work Plan

- 7.2 *Public Services and Revenue Administration* - Approval Of Public Art Advisory Committee 2026 Work Plan
- 7.3 *Library* - Approval Of Library Advisory Committee 2026 Work Plan
- 7.4 *Parks* - Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Regional Trail Easement For Veterans Memorial Greenway In Cities Of Eagan And Inver Grove Heights, County Project P00147

8. Central Operations

- 8.1 *Office Of Risk Management* - Authorization To Execute Joint Powers Agreement With Cities Of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul And West St. Paul For Continued Emergency Management Planning
- 8.2 *Office Of Risk Management* - Authorization To Execute Contract With Minnesota Department Of Public Safety For 2024 Emergency Management Performance Grant
- 8.3 *Finance* - Establishment Of 2025 Fund Balance Commitments
- 8.4 *Finance* - Authorization To Amend Environmental Legacy Fund Budget To Transfer Fund Balance To Byllesby Dam Enterprise Fund
- 8.5 *Finance* - Report On Invoices Paid In November 2025

9. County Attorney

- 9.1 *Attorney* - Authorization To Execute An Agreement To Provide Legal Services To Dakota County Community Development Agency
- 9.2 *Attorney* - Authorization To Execute An Agreement To Provide Legal Services To Vermillion River Watershed Joint Powers Organization
- 9.3 *Attorney* - Authorization To Join The Metropolitan Council In Challenging Environmental Impact Statement Adequacy Determination For Nelson Mine Backwater Project

10. County Board/County Administration

- 10.1 *Office Of The County Manager* - Scheduling Of 2026 County Board/Committee Of The Whole Meetings, Workshops And Public Hearings
- 10.2 *Human Resources* - Establishment Of 2026 Elected Officials' And County Manager's Compensation And Commissioner General Expense Allowance

11. Community Services

- 11.1** *Employment and Economic Assistance* - Authorization To Execute Interagency Cooperative Agreement Between Minnesota Department Of Children Youth And Families, Child Support Division, And Dakota County
- 11.2** *Social Services-Children and Family Services* - Authorization To Execute Subcontractor Agreement With Independent School District 196

12. Physical Development

- 12.1** *Environmental Resources* - Certification Of Dakota County Portion Of 2026 Vermillion River Watershed Management Tax District Tax Levy
- 12.2** *Environmental Resources* - Authorization To Execute First Amendment To Joint Powers Agreements With Townships And Cities For Septic System Maintenance Programs
- 12.3** *Environmental Resources* - Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization For Administration, Staffing, And Support Services
- 12.4** *Parks* - Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For Natural Resources Restoration Within Select Parks And Amend Budget To Reflect Local Project Match
- 12.5** *Parks* - Authorization To Amend Contract With Miller Dunwiddie Architecture, Inc., For Fischer Trailhead Project In Spring Lake Park Reserve
- 12.6** *Parks* - Authorization To Execute Contract Amendment With Bolton & Menk, Inc., For Construction Management Services For Minnesota River Greenway Fort Snelling Segment, In Cities Of Burnsville And Eagan, County Project P00127
- 12.7** *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 12.8** *Transportation* - Authorization To Award Bid And Execute Contract With Eureka Construction Inc., Amend Reimbursement And Relocation Agreement With Northern States Power Company; And Execute Agreement With Minnesota Department Of Transportation For Federal Participation In Advanced Construction (117th Street East), County Project 32-65

13. Public Safety

- 13.1** *Sheriff* - Authorization To Execute Contract With City Of Empire To Provide A Full-Time Deputy For Police Services

- 13.2** *Sheriff* - Authorization To Extend Joint Powers Agreement With City Of Eagan For Distribution Of High-Intensity Drug Trafficking Grant Funding

14. Public Services and Revenue

- 14.1** *Property Taxation and Records* - Approval Of Applications For Property Tax Penalty Abatement
- 14.2** *Public Services and Revenue Administration* - Approval Of 2026 Intoxicating Liquor Licenses

REGULAR AGENDA

15. Central Operations

- 15.1** *Finance* - Certification Of 2026 Property Tax Levy And Adoption Of Dakota County 2026 Budget And 2026-2030 Capital Improvement Program

16. Interagency Reports/Commissioner Updates

Association of Minnesota Counties (AMC)
Metropolitan Emergency Services Board
Minnesota Inter-County Association (MICA)
Metropolitan Mosquito Control District Commission
National Association of Counties (NACo)
Transportation Advisory Board (TAB)
Vermillion River Watershed Joint Powers Board
Workforce Development Board
Others

17. County Manager's Report

18. Information

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

19. Adjournment

- 19.1** Adjournment

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

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<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



Board of Commissioners

Request for Board Action

Item Number: DC-5166	Agenda #: 4.1	Meeting Date: 12/16/2025
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Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-5167

Agenda #: 6.1

Meeting Date: 12/16/2025

Approval of Minutes of Meetings Held on December 2, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, December 2, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

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

Absent: Commissioner Mary Liz Holberg

Also in attendance were Heidi Welsch, County Manager; Kathryn M. Keena, County Attorney; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

2. Pledge of Allegiance

The meeting was called to order at 9:00 a.m. by Chair Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

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

4. Agenda

4.1 Resolution No: 25-562
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland Second: Liz Workman

Ayes: 6

5. Public Hearing

5.1 Resolution No: 25-563
Public Hearing To Receive Comments On 2026 Off-Sale Intoxicating Liquor License Applications And Approval Of 2026 Intoxicating Liquor Licenses

Motion: Mary Hamann-Roland Second: Joe Atkins

The time being 9:03 a.m. and pursuant to public notice, a public hearing was

conducted to receive comments on 2026 off-sale intoxicating liquor license applications and adoption of 2026 intoxicating liquor licenses. Deputy Director of Public Services and Revenue Teresa Mitchell briefed this item and the public hearing was opened. No one came forward with comments and no comments were received via email. The Public Hearing was closed at 9:06 a.m.

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public on applications for off-sale intoxicating liquor licenses; and

WHEREAS, all interested parties were notified of the date, time and location of the public hearing on the Simman LLC, dba Castle Rock Bar and Grill, On and Off-Sale Intoxicating and Sunday Sales license application and the Woody's Liquor Box, Inc., Off-Sale Intoxicating license application; and

WHEREAS, on December 2, 2025 at 9:00 a.m., the Dakota County Board of Commissioners conducted a public hearing on the Simman, LLC, dba Castle Rock Bar & Grill, and Woody's Liquor Box, Inc. license applications; and

WHEREAS, a county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written certification from the Sheriff and County Attorney that to the best of their knowledge the application is eligible to be license under Minn. Stat. § 340A.402 and Minn. Rules § 7515.0410; and

WHEREAS, the applications have been approved by the Townships of Douglas, Marshan, Nininger, Randolph and Ravenna.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2026 intoxicating liquor licenses and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Douglas Township:

Gopher Hills, Inc.: On-Sale and Sunday Sale

Marshan Township:

Bellwood Oaks, Inc.: On-Sale and Sunday Sale

Little Log House Properties, Inc.: On-Sale and Sunday Sale

Nininger Township:

Emerald Greens Golf, LLC: On-Sale and Sunday Sale

Randolph Township:

Cannon Golf Club, Inc.: On-Sale and Sunday Sale

Woody's Liquor Box, Inc.: Off-Sale Intoxicating

Ravenna Township:

Almquist Farm, LLC: On-Sale and Sunday Sale

Ayes: 6

5.2 Resolution No: 25-564
Public Hearing To Receive Comments On Eligible Projects For County
Transportation Sales And Use Tax Funds

Motion: Mary Hamann-Roland

Second: William Droste

The time being 9:09 a.m. and pursuant to public notice, a public hearing was conducted to receive comments on eligible projects for County Transportation Sales and Use Tax Funds. Assistant County Engineer Jake Chapek briefed this item and the public hearing was opened. No one came forward with comments and no comments were received via email. The Public Hearing was closed at 9:12 a.m.

WHEREAS, Minn. Stat. § 297A.993 (the Act) authorizes the Dakota County Board to levy up to one-half of one percent sales and use tax and an excise tax of \$20 per motor vehicle to fund statutorily defined transportation and transit projects; and

WHEREAS, by Resolution No. 17-364 (June 20, 2017), the Dakota County Board enacted a quarter-cent sales tax and \$20 excise tax on new vehicle sales, effective October 1, 2017, to fund identified transitway, transit expansion, regional County highway, trail, and trunk highway transportation projects; and

WHEREAS, Dakota County has identified a proposed updated list of transportation projects eligible for Transportation Sales and Use Tax funds based on the needs identified in the Draft 2040 Transportation Plan and through the development of the 2026-2030 Draft Capital Improvement Program; and

WHEREAS, the Act allows the County Board to dedicate the proceeds of the Transportation Sales and Use Tax to a new enumerated project by resolution after a public hearing; and

WHEREAS, the County Board held a public hearing on the date hereof following the publication of notice as required by the Act.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners dedicates the proceeds of the Dakota County Transportation Sales and Use Tax to the following projects:

1. Empire Transportation Maintenance Facility in Empire
2. County State Aid Highway (CSAH) 46 Expansion: Trunk Highway (TH) 3 to TH 52 in Rosemount, Coates, and Empire
3. CSAH 46 Reconstruction: 400 feet west of General Sieben Drive to TH 61 in Hastings, Marshan Township, and Nininger Township
4. CSAH 32 Expansion: CSAH 71 to TH 52 in Inver Grove Heights
5. CSAH 42 Management Improvements: Western County line to TH 52 in

Burnsville, Apple Valley, and Rosemount
6.CSAH 86 Reconstruction: Western County line to CSAH 23 in
Greenvale and Eureka Townships
7.CSAH 88 Reconstruction: County Road (CR) 94 to TH 56 in Randolph
Township
8.CSAH 91 Reconstruction: Miesville Trail to TH 61 in Miesville and
Douglas Township
9.CSAH 54 Reconstruction: 18th Street to CSAH 68 in Hastings and
Ravenna Township
10.CSAH 31 Reconstruction: CSAH 74 to CSAH 50 in Farmington
11.CSAH 47 Reconstruction: TH 3 to CSAH 86 in Waterford, Sciota, and
Castle Rock Townships
12.CSAH 47 Reconstruction: CSAH 86 to TH 50 in Castle Rock
Township, Hampton Township, and Hampton
13.CSAH 74 Reconstruction: CSAH 31 to Honeysuckle Lane in
Farmington
14.CSAH 5 Intersection Improvements: at Kenyon Avenue in Lakeville
15.CSAH 28 Pedestrian Underpass: at the Eagan/Inver Grove Heights
Border in Eagan and Inver Grove Heights
16.CSAH 31 Safety and Pedestrian Improvements: 144th Street to
Corporate Center Drive in Apple Valley and Eagan
17.CSAH 38 Retaining Walls: Garden View Drive to Hannover Avenue;
West of Diamond Path in Apple Valley
18.CSAH 50 Roundabout Improvements: at CSAH 60 in Lakeville
19.CR 59 Reconstruction: TH 19 to CSAH 47 in Sciota Township
20.CSAH 60 Intersection Improvements: at Orchard Trail in Lakeville
21.CR 73 Roundabout: at Connemara Trail in Rosemount
22.CR 81 Realignment: CSAH 66 to CSAH 46 in Empire and Vermillion
Township
23.Expansion: CSAH 23/CSAH 60 Intersection East/Southeast to CR
64/Flagstaff Avenue Roundabout in Lakeville and Farmington
24.TH 3 Safety and Mobility Improvements: CSAH 46 to TH 62 in Eagan,
Inver Grove Heights, and Rosemount
25.TH 55 Safety and Mobility Improvements: TH 52 to General Sieben
Drive in Rosemount, Nininger Township, and Hastings
26.I-35/CSAH 50 Interchange in Lakeville
27.I-494 and Future CSAH 63 Interchange in Inver Grove Heights
28.TH 13 Corridor Improvements, Grade Separation at Nicollet Avenue in
Burnsville
29.TH 50 and CSAH 85/Hogan Avenue Intersection Improvements in
New Trier
30.Up to \$580,000 Annually for Non-Transitway Transit Service
Expansion Capital and Operating Costs
31.Lake Marion Greenway in Burnsville, Lakeville, and Farmington
32.Lebanon Hills Greenway in Mendota Heights, Inver Grove Heights,
and Eagan
33.Minnesota River Greenway in Burnsville, Eagan, Mendota Heights,
Mendota, and Lilydale

- 34. Mississippi River Greenway in Hastings, Nininger, Rosemount, Inver Grove Heights, and South St. Paul
- 35. North Creek Greenway in Eagan, Apple Valley, Lakeville, Farmington, and Empire
- 36. River to River Greenway in Mendota Heights, West St. Paul, and South St. Paul
- 37. Rosemount Greenway in Eagan and Rosemount
- 38. Vermillion Highlands Greenway in Rosemount and Empire
- 39. Vermillion River Greenway in Farmington, Empire, and Hastings
- 40. Veterans Memorial Greenway in Eagan and Inver Grove Heights
- 41. Big Rivers Regional Trail in Eagan, Mendota Heights, Mendota, and Lilydale

Ayes: 6

5.3 Public Hearing To Receive Comments On 2026-2030 Capital Improvement Program Budget

The time being 9:14 a.m. and pursuant to public notice, a public hearing was conducted to receive comments on 2026-2030 Capital Improvement Program Budget. Physical Development Deputy Director Erin Stwora briefed this item and the public hearing was opened. No one came forward with comments and no comments were received via email. The Public Hearing was closed at 9:16 a.m.

Information only; no action requested.

CONSENT AGENDA

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

6. County Administration - Approval of Minutes

6.1 Resolution No: 25-565
Approval of Minutes of Meeting Held on November 18, 2025

Motion: William Droste

Second: Liz Workman

Ayes: 6

7. Central Operations

7.1 Resolution No: 25-566
Authorization To Amend Obligated American Rescue Plan Act Funding To Reclassify Obligated Costs Between Projects

Motion: William Droste

Second: Liz Workman

WHEREAS, certain projects were completed and did not fully expend the approved obligated amounts, and other projects exceeded their approved obligated amount; and

WHEREAS, the guidance for the American Rescue Plan (ARP) Act State and

Local Fiscal Recovery Funds (SLFRF) indicates that recipients may reclassify SLFRF funds from the original activity to another project that would be eligible under SLFRF program rules; and

WHEREAS, the budgets for these projects have been adjusted as follows to reflect projected spending based on existing contracts and personnel costs using the American Rescue Plan (ARP) Act State and Local Fiscal Recovery Fund (SLFRF):

Reduce:

Attorney Staffing/Criminal Case Backlog	\$22,461
Time Limited FASII Positions	\$87,167

Increase:

Emergency Shelter	\$83,938
Mendota Youth Shelter	\$25,690

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends the prior obligated amounts to the following revised obligated amounts:

Attorney Staffing/Criminal Case Backlog	\$360,886
Emergency Shelter	\$1,115,244
Mendota Youth Shelter	\$2,285,620
Time Limited FASII Positions	\$902,550

Ayes: 6

7.2 Resolution No: 25-567
Authorization To Execute Contract Extension For Investment Portfolio Management

Motion: William Droste

Second: Liz Workman

WHEREAS, the prudent management of County public funds is a key Board objective, requiring adherence to Minn. Stat. § 118A and County Policy 2254; and

WHEREAS, the County's current external investment management contracts are set to expire on December 31, 2025, with the option for one-year extensions; and

WHEREAS, staff recommends consolidating external investment management responsibilities under a single partner, PTMA Asset Management, LLC, to streamline oversight, simplify compliance, and secure a more favorable fee structure; and

WHEREAS, the Deputy County Manager seeks authorization to execute a one-year contract extension with PTMA Asset Management, LLC to facilitate this consolidated investment strategy; and

WHEREAS, the cost for this extension is allocated within the County Manager's 2026 Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED that the County Board hereby authorizes the Deputy County Manager to execute the option to extend the contract with PTMA Asset Management, LLC for external investment portfolio management services for the period of January 1, 2026, through December 31, 2026, with the cost based on the County's portfolio value per PTMA's fee schedule.

Ayes: 6

7.3 Resolution No: 25-568

Authorization To Extend Contract With AGC Networks, Inc. dba Black Box, Inc. For Avaya Support

Motion: William Droste

Second: Liz Workman

WHEREAS, Dakota County Information Technology has previously held a support contract with AGC Networks, Inc; and

WHEREAS, Dakota County will require continued support on the Avaya telephony environment while County IT begins to transition Community Corrections, the Sheriff's Office, and the County Attorney's Office to a new phone system in 2026; and

WHEREAS, AGC Networks, Inc. dba as Black Box, Inc. has provided a not to exceed quote of \$132,790 to support the County's Avaya telephony environment through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to extend the contract with AGC Networks, Inc. dba Black Box, Inc. for Avaya telephony environment support in the amount not to exceed \$132,790 from January 1, 2026, through December 31, 2026, subject to approval by the County Attorney's Office as to form.

Ayes: 6

7.4 Resolution No: 25-569

Authorization To Purchase Annual Replacement Network Equipment For Dakota County Network

Motion: William Droste

Second: Liz Workman

WHEREAS, network equipment are crucial components which connect Dakota County locations, computers and telephones to the core data network resources and Internet; and

WHEREAS, replacing networking equipment proactively prevents the need to replace large sections of Dakota County's networking environment

simultaneously; and

WHEREAS, Insight Public Sector quoted \$562,732.18 for replacement equipment; and

WHEREAS, Cablecloud LLC, d/b/a Telesystems, Inc. quoted \$23,990 for services to assist in the replacement of the network equipment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to contract with Insight Public Sector for network replacement equipment; for a total amount not to exceed \$562,732.18, 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 Deputy County Manager to contract with Cablecloud LLC, d/b/a Telesystems, Inc. to assist in replacing the network equipment for a total amount not to exceed \$23,990 subject to approval by the County Attorney's Office as to form.

Ayes: 6

7.5 Resolution No: 25-570
Authorization To Execute 2025 Dakota County Domestic Preparedness
Committee Joint Powers Agreement

Motion: William Droste

Second: Liz Workman

WHEREAS, the Dakota County Board of Commissioners supports efforts to strengthen disaster and emergency preparedness in Dakota County; and

WHEREAS, the Dakota County Domestic Preparedness Committee (DPC) includes members from the cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Rosemount, Mendota Heights, South St. Paul and West St. Paul and the County of Dakota; and

WHEREAS, the members of the DPC have reviewed and proposed updates to the JPA to align the operations of the Committee with the language of the Agreement; and

WHEREAS, the changes to the JPA proposed by the DPC members are shown below:

- Restrict voting rights to parties to the agreement (4.1.1)
- Clarification of committee duties (6.1)
- Aligning procedural language to reflect current duties and responsibilities of the SOT Manager (6.2.4)
- Address SOT request for assistance from political subdivisions outside of Dakota County (10.3 -10.5)
- Clarification of agency compensation (10.10)

- Adds a miscellaneous section (14) that includes language typical of Joint Powers Agreements (Counterparts, Non-discrimination, Severability, etc.)
 - Additional minor edits to job titles and descriptions
 - Minor grammar and formatting error corrections
- ; and

WHEREAS, the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul, and the County of Dakota, desire to amend and restate the Dakota County Domestic Preparedness Committee JPA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby executes the 2025 Dakota County Domestic Preparedness Committee Joint Powers Agreement which includes the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul and the County of Dakota, subject to approval by the County Attorney's Office as to form.

Ayes: 6

8. County Board/County Administration

8.1 Resolution No: 25-571

Acceptance Of Resignation From Member Of Public Art Committee

Motion: William Droste

Second: Liz Workman

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the resignation received by Katryna Baune, District 1 representative on the Public Art Committee and authorizes staff to begin the process to fill the vacancy.

Ayes: 6

8.2 Resolution No: 25-572

Authorization To Renew Contract With SuccessFactors, Inc., For Web-Based Performance Management Subscription Service

Motion: William Droste

Second: Liz Workman

WHEREAS, SuccessFactors, Inc., delivers a product providing performance management capabilities that the County has identified as necessary to achieve strategic performance management objectives; and

WHEREAS, SuccessFactors, Inc., has been responsive to ongoing requests for expanded functionality and adaptation of the product to meet Dakota County's organizational and user needs; and

WHEREAS, the current contract for subscription service with SuccessFactors, Inc., expires December 31, 2025; and

WHEREAS, Human Resources has negotiated a new one-year contract for the period beginning January 1, 2026, and ending December 31, 2026, subject to authorization by the County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Human Resources Director to execute a contract for subscription service with SuccessFactors, Inc., for access to its web-based performance management subscription service in an amount not to exceed \$101,000 annually for the period of January 1, 2026 through December 31, 2026, subject to approval by the County Attorney's Office as to form.

Ayes: 6

8.3 Resolution No: 25-573

Summary Of Conclusions Of Closed Executive Session To Evaluate Performance Of County Manager

Motion: William Droste

Second: Liz Workman

WHEREAS, pursuant to Minn. Stat. § 13D.05, subd. 3(a), the County Board held a closed executive session on November 18, 2025, to evaluate the performance of the County Manager; and

WHEREAS, Minn. Stat. § 13D.05, Subd. 3(a) requires that the County Board summarize its conclusions regarding the evaluations.

NOW, THEREFORE, BE IT RESOLVED, That based upon a review of the County Manager's performance, the Manager's performance is rated at the level of Greatly Exceeds Performance Standards.

Ayes: 6

9. Community Services

9.1 Resolution No: 25-574

Authorization To Execute Contract With Ally Supportive Services For Street Outreach Services

Motion: William Droste

Second: Liz Workman

WHEREAS, the Social Services Department manages a continuum of housing services; and

WHEREAS, housing continuum services are funded through an array of levy, state grants, federal grants, and Affordable Housing Aid (AHA); and

WHEREAS, services are operated through direct service delivery and contracts; and

WHEREAS, contracted services include street outreach, emergency shelter, permanent supportive housing, apartment services and services at eviction court; and

WHEREAS, the service of street outreach includes coordinating with service providers; outreach to community locations; developing working relationships with system partners; and facilitating referrals to housing, job training, mental health and other human services; and

WHEREAS, street outreach serves an estimated 200 people each quarter; and

WHEREAS, earlier in 2025, staff issued an RFP for street outreach services; and

WHEREAS, a review committee from Social Services reviewed and scored proposals; and

WHEREAS, based on the RFP review, staff recommends executing a two-year contract with Ally Supportive Services (Ally) for county levy-funded street outreach services for the period of January 1, 2026 through December 31, 2027, in a not to exceed (NTE) amount of \$322,000; and

WHEREAS, the following summarizes funding from all sources for street outreach from the 2024-2025 to the 2026-2027 contract period, including percent changes in funding sources and amounts:

2024-2025

Levy \$202,000

State Grant \$231,966

Total \$433,966

2026-2027

Levy \$322,000 (59 percent increase in levy from 2024-2025)

State Grant \$170,000 (27 percent decrease from 2024-2025)

Total \$492,000 (13 percent increase from 2024-2025)

; and

WHEREAS, the January 1, 2026 through December 31, 2027, NTE for levy-funded outreach services represents a \$120,000 increase in levy funding over the contract term; and

WHEREAS, the increase in levy funding for this street outreach contract does not result in an overall increase in Social Services' budget for levy-funded housing and homeless services expenditures; and

WHEREAS, the 2026 County Manager's Recommended Budget includes a reduction of \$556,000 in levy-funded housing services contract expenses; and

WHEREAS, Dakota County has a separate contract with Ally for grant-funded street outreach services; and

WHEREAS, this street outreach services contract maintains current service levels; and

WHEREAS, staff anticipates an increased need for homeless outreach due to local, state and federal cuts to human services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Ally Supportive Services for street outreach services in a not to exceed amount of \$322,000 for the period January 1, 2026 through December 31, 2027; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, consistent with the amount budgeted, to alter the contract amount and the contract term up to one year after initial expiration date, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

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

Ayes: 6

10. Physical Development

10.1 Resolution No: 25-575

Authorization to Execute Contract With Schad Tracy Signs, Inc. For Greenway Wayfinding Sign Procurement And Installation On River To River Greenway

Motion: William Droste

Second: Liz Workman

WHEREAS, to provide excellence in public service, Dakota County is proceeding with the procurement and installation of Dakota County standard wayfinding signage; and

WHEREAS, the 2023 Greenways Wayfinding Standards Manual outlines the design and installation specifications of Dakota County standard wayfinding signage; and

WHEREAS, four businesses were solicited with a request for quote; and

WHEREAS, one bid was received by County staff; and

WHEREAS, the bid of \$149,312.48 was the only responsive and responsible bid received; and

WHEREAS, the Parks Capital Improvement Program budget has sufficient funds to accommodate the fabrication and installation contract.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby awards the bid and authorizes Parks Director to execute a contract with Schad Tracy Signs, Inc. to procure and install Dakota County standard wayfinding in an amount not to exceed \$149,312.48, including reimbursable items, subject to approval by the County Attorney's Office as to form.

Ayes: 6

10.2 Resolution No: 25-576

Approval Of Contract Amendment Five For UrbanWorks Architecture LLC For Lebanon Hills Maintenance Facility Professional Services

Motion: William Droste

Second: Liz Workman

WHEREAS, staff was authorized to enter into a contract with UrbanWorks Architecture LLC for the completion of the Lebanon Hills Maintenance Facility design by Resolution No. 23-170 (April 11, 2023); and

WHEREAS, the contract with UrbanWorks Architecture LLC was amended multiple times throughout the project via County Board Resolutions; and

WHEREAS, the current contract with UrbanWorks Architecture LLC includes construction administration, close-out, and an additional services request needed to complete the work, which brings the total contract value to \$970,905; and

WHEREAS, the Facilities Capital Improvement Program Adopted Budget has sufficient funding for Amendment No. 5.

NOW, THEREFORE, BE IT RESOLVED, That the County Board authorizes the Facilities Management Director to execute a contract amendment to the professional services contract with UrbanWorks Architecture LLC 901 North 3rd Street, Ste 145, Minneapolis, MN 55401, to increase professional design fees for the Lebanon Hills Maintenance Facility for a contract amount not to exceed \$970,905, subject to approval by the County Attorney's Office as to form.

Ayes: 6

10.3 Resolution No: 25-577

Authorization To Amend Contract With Avant Energy, Inc., For Byllesby Dam Services

Motion: William Droste

Second: Liz Workman

WHEREAS, Dakota County owns the Byllesby Dam and operates the hydroelectric facility under Federal Energy Regulatory Commission (FERC)

safety regulations; and

WHEREAS, since 1987, the County has coordinated the dam operations and maintenance with Neshkoro Power Associates (NPA) through a lease agreement; and

WHEREAS, the County Board authorized replacing NPA's lease agreement with an operating agreement to provide hydropower operation services at Byllesby Dam by Resolution No. 11-305 (June 21, 2021), beginning May 1, 2011, and running through March 2021; and

WHEREAS, the March 2021 agreement termination date was selected as it was also the expiration date of the Power Purchase Agreement (PPA) between NPA and Xcel Energy for the Byllesby Dam; and

WHEREAS, the PPA language stipulated that the PPA was to expire on March 2021 or on the date the facility's existing turbine equipment is shut down as part of the turbine upgrade project, with no option to renew the existing PPA; and

WHEREAS, with the approaching need for a new agreement for power sales, County staff has contracted with a local power sales expert to assess the County's power sales options once the turbine upgrade project is completed; and

WHEREAS, by Resolution No. 20-295 (June 16, 2020), Dakota County authorized submittal of an application with the Midcontinent Independent System Operator (MISO) for sales of energy; and

WHEREAS, a MISO connection would allow the County to sell Byllesby Dam's power to other utilities in the Midwest or on the spot energy market; and

WHEREAS, on July 19, 2022, the Dakota County Board of Commissioners authorized by Resolution No. 22-288 (July 19, 2022) the Physical Development Director to execute a contract with Avant Energy, Inc., to provide capacity market services for the sale of power; and

WHEREAS, the contract term was established for five years, with a not-to-exceed amount of \$111,500; and

WHEREAS, the contract was not formally executed until August 1, 2024; and

WHEREAS, the original contract did not account for annual inflationary escalators tied to the Consumer Price Index; and

WHEREAS, the Byllesby Dam facility can generate additional revenue through the sale of Renewable Energy Credits (RECs) created from power generation activities; and

WHEREAS, current projections estimate that RECs generated by the Byllesby Hydroelectric Facility could generate between \$25,000 and \$100,000 annually, depending on REC value and power generation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to amend the existing contract with Avant Energy, Inc., and to execute Service Schedule 3 for sale of the County's Renewable Energy Credits created by the Byllesby Dam Hydroelectric Facility in the amount not to exceed \$180,000, subject to the County Attorney's Office as to form.

Ayes: 6

10.4 Resolution No: 25-578

Adoption Of 2026-2030 Dakota County Aquatic Invasive Species Plan And Authorization To Accept State Aquatic Invasive Species Prevention Aid

Motion: William Droste

Second: Liz Workman

WHEREAS, in 2014, the Minnesota Legislature passed a tax bill appropriating annual funding for Aquatic Invasive Species (AIS) prevention, which is distributed to Minnesota counties; and

WHEREAS, the funding must be used to prevent or limit the spread of AIS; and

WHEREAS, annual AIS Prevention Aid allocations are formula-based, with 50 percent based on the number of watercraft trailer launches and 50 percent based on the number of watercraft trailer launch parking spaces; and

WHEREAS, to become eligible to receive AIS Prevention Aid, a county must establish, by resolution or through adoption of a plan, guidelines for the use of the funding; and

WHEREAS, Dakota County's AIS prevention activities to-date have included AIS watercraft inspectors at boat launches, early detection waterbody surveys, purchase and staffing of a mobile watercraft decontamination station at Lake Byllesby Regional Park, a grant program to support local prevention efforts by lake associations and local government units within Dakota County, development and distribution of AIS education and outreach materials, and support for AIS law enforcement through the Dakota County Sheriff's Office; and

WHEREAS, Dakota County received \$58,052 in 2014, \$129,004 in 2015, \$128,471 in 2016, \$121,690 in 2017, \$120,396 in 2018, \$120,177 in 2019, \$119,720 in 2020, \$119,521 in 2021, \$119,053 in 2022, \$118,808 in 2023, \$118,334 in 2024 and \$118,194 in 2025 in AIS Prevention Aid; and

WHEREAS, the state budget schedules a 50 percent reduction in AIS Prevention Aid starting in 2027; and

WHEREAS, funding will remain fully available through 2026; and

WHEREAS, the draft five-year plan outlines having the AIS Advisory Committee work with division leadership and program partners to prioritize funding or explore supplemental funding strategies based on future reductions; and

WHEREAS, Dakota County's existing five-year AIS Plan is set to expire December 31, 2025; and

WHEREAS, staff has prepared a draft five-year plan in consultation with a broad stakeholder group for consideration by the Dakota County Board of Commissioners; and

WHEREAS, if adopted, a copy of the AIS Plan and Resolution will be submitted to the Minnesota Department of Natural Resources to satisfy AIS Prevention Aid eligibility requirements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves and adopts the 2026-2030 Aquatic Invasive Species Plan and authorizes acceptance of annual Aquatic Invasive Species Prevention Aid from the State of Minnesota through the duration of the Plan.

Ayes: 6

10.5 Resolution No: 25-579

Authorization To Execute Agreement No. 1060110 With Minnesota Department Of Transportation For Signal Revisions At Trunk Highway 13 And County State Aid Highway 28 Through Eagan Project No. 1562

Motion: William Droste

Second: Liz Workman

WHEREAS, to promote a safe and efficient transportation system, Dakota County (County), in cooperation with the Minnesota Department of Transportation (MnDOT) and the City of Eagan (City), is proceeding with Eagan project No. 1562; and

WHEREAS, Eagan project No. 1562 is a signal revision project conducting construction work on four traffic signals within the City; and

WHEREAS, the project has one signal on the County transportation system at the intersection of CSAH 28 (Yankee Doodle Road) and TH 13, identified as Signal System "C"; and

WHEREAS, the County portion of the project has been designated as CP 28-72 in the Transportation Capital Improvement Program; and

WHEREAS, the project involves flashing yellow arrow, as well as trail construction, pedestrian ramp, and pushbutton improvements; and

WHEREAS, the City is the lead agency; and

WHEREAS, Agreement No. 1060110 determines the responsibilities of each relevant party and their corresponding costs for this project; and

WHEREAS, Agreement No. 1060110 identifies Dakota County responsibilities as providing minor maintenance for Signal System "C".

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Agreement No. 1060110 with the Minnesota Department of Transportation and City of Eagan, subject to approval by the County Attorney's Office as to form.

Ayes: 6

10.6 Resolution No: 25-580

Authorization To Amend 2025 Adopted Budget For Construction And Maintenance Agreement With Canadian Pacific And Union Pacific Railroad For Railroad Bridge Replacement On County Project 86-34

Motion: William Droste

Second: Liz Workman

WHEREAS, Dakota County is committed to providing a safe and efficient transportation system for the traveling public; and

WHEREAS, County Project (CP) 86-34 involves the reconstruction of County State Aid Highway (CSAH) 86, including roadway improvements and the replacement of a railroad bridge in coordination with Canadian Pacific and Union Pacific Railroads; and

WHEREAS, by Resolution No. 20-523 (October 20, 2020), the County Board authorized execution of a Construction and Maintenance Agreement between Dakota County, Canadian, and Union Pacific Railroad Company to support the replacement of the existing railroad bridge (FRA/DOT #380380F) and associated rail infrastructure; and

WHEREAS, by Resolution No. 22-312 (July 19, 2022), the County Board authorized amending the 2022 Sales and Use Tax and 2022 Transportation CIP Budgets and execution of a contract with Northland Grading & Excavating for CP 86-34; and

WHEREAS, although construction of CP 86-34 is nearly complete, outstanding work under the Union Pacific Railroad contract remains, including removal of the temporary shoofly track, restoration of the mainline to its original alignment, installation of mainline services, gang labor for flash-butt welding, freight rail procurement, and final rail welding operations; and

WHEREAS, Union Pacific Railroad has submitted recent invoices totaling \$644,336.68, with additional anticipated billing bringing the total remaining obligation to approximately \$800,000; and

WHEREAS, the 2025 Transportation Capital Improvement Program (CIP)

includes a remaining balance of \$40,851.64 for CP 86-34, which is insufficient to fully fund the remaining contractual obligations with Union Pacific Railroad; and

WHEREAS, a budget amendment of \$800,000 is necessary to fully fund the Union Pacific Railroad contract and ensure completion of all outstanding work without delay; and

WHEREAS, the funding gap will be covered using County Sales and Use Tax revenues, with overall project funding including Federal, CSAH, and County Sales and Use Tax funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the amendment of the 2025 Transportation Capital Improvement Program Budget to include additional funds for County Project 86-34 as follows:

Expense	
County Project 86-34	<u>\$800,000</u>
Total Expense	\$800,000
 Revenue	
County Sales and Use Tax	<u>\$800,000</u>
Total Revenue	\$800,000

Ayes: 6

10.7 Resolution No: 25-581

Approval Of Final Plats Recommended By Plat Commission

Motion: William Droste

Second: Liz Workman

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

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

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

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

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

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

INVER WOOD GOLF COURSE ADDITION Inver Grove Heights

Ayes: 6

10.8 Resolution No: 25-582

Authorization Of Right Of Way Acquisition And Relocation Assistance For Parcel Three For Reconstruction Of County State Aid Highway 26 (70th Street) Between Allen Way And Trunk Highway 52 In City Of Inver Grove Heights, County Project 26-060

Motion: William Droste

Second: Liz Workman

WHEREAS, to pursue a safe and efficient transportation system, Dakota County is partnering with the City of Inver Grove Heights (City) on County Project (CP) 26-060; and

WHEREAS, by Resolution No. 22-419 (October 4, 2022), the Dakota County Board of Commissioners adopted the recommendations of the Regional Roadway System Visioning Study Update, which recommends expanded facilities on County State Aid Highway (CSAH) between Trunk Highway (TH) 3 and TH 52 in Inver Grove Heights; and

WHEREAS, CP 26-060 includes a full reconstruction of CSAH 26 from Allen Way to TH 52 in Inver Grove Heights; and

WHEREAS, CP 26-060 is currently programmed in the draft 2026 Transportation Capital Improvement Plan (CIP) budget in 2026; and

WHEREAS, the parcel at 1271 70th St. E. (Cotterman Parcel) requires a total acquisition to proceed with CP 26-060 under the known project limits; and

WHEREAS, Dakota County has engaged the owner of the Cotterman Parcel in negotiations to acquire the parcel, and has completed an appraisal for the property; and

WHEREAS, the property owner is entitled to the appraised value of the property or a minimum compensation to purchase a comparable property within the community, whichever is higher; and

WHEREAS, the property owner is entitled to relocation assistance, and the County is required to provide a written offer for relocation expenses that includes moving expenses and other benefits as required by law; and

WHEREAS, the draft 2026 Transportation CIP Budget includes sufficient funds for the anticipated cost of right of way acquisitions for CP 26-060.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised value in accordance with County policy relocation benefits, as required by law, for the acquisition of 1271 70th Street East (Cotterman Parcel) for County Project 26-060 and authorizes County staff, in its discretion, to share the appraisal data with the respective landowner,

including all or portions of the completed appraisal as part of the negotiation process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of the property described below from Paul Cotterman:

The south two hundred eighty (280) feet of the west one hundred sixty (160) feet of the east half (E 1/2) of the southwest quarter (SW 1/4) of section five (5), township twenty-seven (27) north, range twenty-two (22) west, Dakota County, Minnesota.

Subject to easements, restrictions, and covenants
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes payment from the 2026 Transportation Capital Improvement Program Budget, subject to approval and adoption.

Ayes: 6

10.9 Resolution No: 25-583
Authorization Of Resolution Of Support And Agreement To Sponsor Eureka Township's Pursuit Of 2026 Local Road Improvement Program Funding For System-Wide Gravel Road Improvements

Motion: William Droste

Second: Liz Workman

WHEREAS, Dakota County is committed to providing safe and efficient travel throughout the County; and

WHEREAS, the Eureka Township improvements include improving approximately 34 miles of roadway; and

WHEREAS, Eureka Township is pursuing funding for the improvement through the Minnesota Department of Transportation's (MnDOT's) Local Road Improvement Program (LRIP) solicitation; and

WHEREAS, some of the roadways do not have sufficient gravel to grade and shape the surface; and

WHEREAS, improvements will enhance access to local businesses and improve the economic vitality of the community; and

WHEREAS, LRIP is administered by MnDOT and makes available up to \$1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development; and

WHEREAS, LRIP requires cities with populations under 5,000 to have a county sponsor and the support of a County Board; and

WHEREAS, staff recommends authorizing a resolution of support and agreeing to sponsor the application for the Eureka Township Road Improvements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board hereby:

1. Supports the Eureka Township's pursuit of Local Road Improvement Program funds for roadway improvements; and
2. Agrees to sponsor Eureka Township's Local Road Improvement Program application to the Minnesota Department of Transportation and act as fiscal agent for this project.

Ayes: 6

11. Public Safety

11.1 Resolution No: 25-584

Authorization To Execute Contract With T.W. Vending Inc., dba Turnkey Corrections For Jail Canteen Services

Motion: William Droste

Second: Liz Workman

WHEREAS, the County previously awarded a contract to T.W. Vending Inc., dba Turnkey Corrections (Turnkey Corrections) for on-site and off-site video visitation, video voicemail, inmate secure messaging, and vending services based on the results of a Request for Proposal issued in 2014; and

WHEREAS, Turnkey Corrections has satisfactorily provided these services at no cost to Dakota County since that time; and

WHEREAS, commissions received by Dakota County are used to fund jail programs and supplies for inmates of the Dakota County Jail; and

WHEREAS, the Sheriff wishes to continue this service through T.W. Vending Inc., d/b/a Turnkey Corrections for the period January 1, 2026, through December 31, 2030.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Sheriff to enter into a contract with T.W. Vending Inc., dba Turnkey Corrections to provide on-site and off-site video visitation, video voicemail, inmate secure messaging, and vending services for jail inmates for the period January 1, 2026, through December 31, 2030, subject to approval by the County Attorney's Office as to form.

Ayes: 6

11.2 Resolution No: 25-585

Authorization To Execute Contract With T.W. Vending Inc., dba Turnkey Corrections For Inmate Telephone Services

Motion: William Droste

Second: Liz Workman

WHEREAS, in 2025, Dakota County Sheriff and Dakota County Attorney issued a Request for Proposal (RFP) seeking a vendor to provide telephone services to inmates of the Dakota County Jail; and

WHEREAS, a careful comparison of the four proposals received during this process was conducted by Sheriff's Office staff; and

WHEREAS, T.W. Vending Inc., dba Turnkey Corrections (Turnkey Corrections) was chosen as the recommended vendor who offered the most desirable services to Dakota County; and

WHEREAS, the Sheriff wishes to execute this service through Turnkey Corrections for the period January 1, 2026, through December 31, 2030.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Sheriff to execute a contract with T.W. Vending Inc., dba Turnkey Corrections for Dakota County Jail inmate telephone services effective January 1, 2026 through December 31, 2030, subject to approval by the County Attorney's Office as to form.

Ayes: 6

REGULAR AGENDA

12. Physical Development

12.1 Update On 2025 Transportation Capital Improvement Construction Projects

Assistant County Engineer Todd Howard briefed this item and responded to questions.

Information only; no action requested.

13. Closed Executive Session

13.1 Resolution No: 25-586

Authority To Proceed With Legal Strategy Regarding Court Appointed Commissioners' Award In County Of Dakota v. Mortgage Electronic Registration Systems, Inc., et al. (19HA-CV-21-317) Associated With Dakota County's Acquisition Of Certain Property Rights From Falcon Development, LLC Identified In Dakota County Right Of Way Map No. 471 As Parcel 25, DU 25, TE 25, Parcel 26, DU 26, TE 26, Parcel 27, DU 27 And TE 27 For County Projects 26-54 And 63-27, And Potential Appeal Thereof

Motion: Joe Atkins

Second: Liz Workman

This item did not go into closed session. The Board approved the resolution language as presented in the confidential memorandum provided to the Board.

WHEREAS, in 2024, Dakota County (County) completed County Projects (CP)

26-54 and 63-27 in Inver Grove Heights and Eagan to provide a safe and efficient transportation system; and

WHEREAS, to construct the project, the County acquired certain property rights by eminent domain proceedings from Falcon Development, LLC (Owner) identified by Dakota County Right of Way Map No. 471 as Parcel 25, DU 25, TE 25, Parcel 26, DU 26, TE 26, Parcel 27, DU 27 and TE 27; and

WHEREAS, thereafter the County and Owner proceeded to a hearing in front of the court-appointed condemnation commissioners to determine the amount of just compensation due the Owner for the property rights acquired, with said commissioners issuing their award on November 12, 2025; and

WHEREAS, the Dakota County Attorney's Office provided a confidential memorandum to the Dakota County Board of Commissioners explaining the legal strategy regarding the award and potential appeal thereof; and

WHEREAS, after review of the information contained in the confidential memorandum, the County Board determined a closed session discussion with the County Attorney's Office was not required prior to providing the requested authority.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to proceed with the legal strategy as to the court appointed commissioners' award in County of Dakota v. Mortgage Electronic Registration Systems, Inc., et al. (19HA-CV-21-317) associated with the Dakota County's acquisition of certain property rights from Falcon Development, LLC identified in Dakota County Right of Way Map No. 471 as Parcel 25, DU 25, TE 25, Parcel 26, DU 26, TE 26, Parcel 27, DU 27 and TE 27 for County Projects 26-54 and 63-27, and potential appeal thereof, consistent with the authority requested in the confidential memorandum to the County Board.

Ayes: 6

14. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

15. County Manager's Report

County Manager Heidi Welsch gave the following update:

- referenced Item 10.4 approved on the consent agenda (Environmental Resources - Adoption of 2026-2030 Dakota County Aquatic Invasive Species Plan and Authorization to accept State Aquatic Invasive Species Prevention Aid). Plan was updated and encourages commissioners and the public to look at it.
- Community Services Director Marti Fischbach introduced the new Employment and Economic Assistance Director, Dana DeMaster. Dana previously worked with Ramsey County.
- an update on the future boardroom remodel (IT equipment upgrades, etc.) was provided

and it was shared that adequate access for the public is a top priority during the process.

16. Information

16.1 Information

See Attachment for future Board meetings and other activities.

17. Adjournment

**17.1 Resolution No: 25-587
Adjournment**

Motion: William Droste

Second: Laurie Halverson

On a motion by Commissioner Droste, seconded by Commissioner Halverson, the meeting was adjourned at 9:46 a.m.

Ayes: 6

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Dakota County

Board of Commissioners

Minutes

Tuesday, December 2, 2025

6:00 PM

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

BUDGET AND LEVY PUBLIC HEARING

1. Call to Order and Roll Call

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

Absent: Commissioner Mary Liz Holberg

Also in attendance were Heidi Welsch, County Manager; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

2. Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Chair Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Agenda

3.1 Resolution No: 25-588
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 6

4. Public Hearing

4.1 Public Hearing To Receive Comments On Proposed 2026 Dakota County Budget And Levy

The time being 6:21 p.m., and pursuant to public notice, a public hearing was conducted for the purpose of receiving comments on Proposed 2026 Dakota County Budget and Levy. Finance Director Will Wallo briefed this item and the public hearing was opened. The following people were present and provided comments:

Carol Mulvihill (Mendota Heights)
Eric Bareaskey (Eagan)
Deb Donahue (Hastings)

Bob Stupka (Mendota Heights)

Mike Tierney (Eagan)

Shell Palzen (South St. Paul)

Charles Lameer (Burnsville)

Comments were received via email from Eric (no last name given) (Eagan)

The public hearing was unanimously closed at 6:45 p.m. This item was on the agenda for informational purposes only.

Information only; no action requested.

5. Adjournment

5.1 Resolution No: 25-589 Adjournment

Motion: Mary Hamann-Roland

Second: Joe Atkins

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Atkins, the meeting was adjourned at 6:47 p.m.

Ayes: 6

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-4997

Agenda #: 7.1

Meeting Date: 12/16/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Approval Of 2026 Planning Commission Work Plan

RESOLUTION

WHEREAS, Dakota County Ordinance No. 118 establishes the powers and duties of the Planning Commission to make recommendations on plans, policies, and programs, as directed by the County Board; and

WHEREAS, County Policy No. 1015 provides direction regarding citizen advisory committees and states that the Planning Commission is required to consult annually with the County Board to seek concurrence regarding the topics they will study or on which they will advise the County Board; and

WHEREAS, the County Board has identified topics for 2026, including the preparation of plans for natural resources, parks, greenways, and transportation; and

WHEREAS, the Planning Commission's 2026 Work Plan is consistent with County Board projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Planning Commission's 2026 Work Plan as presented to the Physical Development Committee of the Whole on December 2, 2025.



Board of Commissioners

Request for Board Action

Item Number: DC-5069

Agenda #: 7.2

Meeting Date: 12/16/2025

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Public Art Advisory Committee 2026 Work Plan

RESOLUTION

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

WHEREAS, the Public Art Advisory Committee has discussed and drafted potential directions for their efforts in 2026; and

WHEREAS, staff recommends that the Public Art Advisory Committee 2026 work plan to assist with public art blueprint planning, analyze public art inventory along greenways, host student art contest and collaborate and consult with departments on public art initiatives be approved.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Public Art Advisory Committee 2026 work plan.



Board of Commissioners

Request for Board Action

Item Number: DC-5058

Agenda #: 7.3

Meeting Date: 12/16/2025

DEPARTMENT: Library

FILE TYPE: Consent Action

TITLE

Approval Of Library Advisory Committee 2026 Work Plan

RESOLUTION

WHEREAS, County policy states that advisory committees are required to consult annually with the County Board to seek concurrence regarding topics they will study or advise on, which are outlined in their annual work plan; and

WHEREAS, the Library Advisory Committee drafted potential direction for their efforts in 2026; and

WHEREAS, Library staff recommends that the Library Advisory Committee 2026 work plan about community input on library services, spaces, policies and awareness efforts be approved.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Library Advisory Committee 2026 work plan.



Board of Commissioners

Request for Board Action

Item Number: DC-5032

Agenda #: 7.4

Meeting Date: 12/16/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Regional Trail Easement For Veterans Memorial Greenway In Cities Of Eagan And Inver Grove Heights, County Project P00147

RESOLUTION

WHEREAS, by Resolution No. 08-162 (April 4, 2008), the Dakota County Board adopted the Dakota County Park System Plan that establishes a vision for a 200-mile network of connected greenway trails to provide safe and efficient multi-modal transportation across the region, along with high-quality recreational and educational opportunities which harmonize with natural resource preservation; and

WHEREAS, as part of this vision, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners approved the Rich Valley Regional Greenway Master Plan, now known as the Veterans Memorial Greenway Master Plan, to honor Dakota County's more than 25,000 veterans; and

WHEREAS, consistent with the above-stated policies, Dakota County is proceeding with the Veterans Memorial Greenway County Project (CP) P00147, to construct approximately five miles of regional trail, including interpretive nodes placed along the trail that honor and recognize the sacrifice made by veterans and provide a place for healing and sharing their stories through interpretative elements; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition for the Project; and

WHEREAS, construction is proposed to begin in 2026, and the project is being partially funded with federal funds, which require the timely acquisition of right of way for the authorization of project bidding; and

WHEREAS, the County Board previously authorized acquisition of right of way for Parcels 3, 4, and 5 through direct negotiation by Resolution No. 24-594 (December 3, 2024); and

WHEREAS, negotiations have not resulted in acquisition agreements for Parcels 3, 4, and 5; and

WHEREAS, in order to maintain the project schedule and comply with funding requirements, Dakota County must proceed with quick-take condemnation to acquire the required easements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the following parcels:

20-58500-04-070 - Jacquelynne and Scott Baker - Parcel 3

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 16, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said greenway easement contains approximately 6,026 square feet.

10-44300-01-170 - Robert Snyder - Parcel 4

A temporary easement for greenway purposes over, under, and across the south 15.00 feet of the north 75.27 feet of Lot 17, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 17, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement contains approximately 1,506 square feet.

Said greenway easement contains approximately 6,054 square feet.

10-44300-01-180 - Nicole Medin - Parcel 5

A temporary easement for greenway purposes over, under, and across the south 15.00 feet of the north 75.27 feet of Lot 18, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 18, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement contains approximately 1,501 square feet.

Said greenway easement contains approximately 6,023 square feet.



Board of Commissioners

Request for Board Action

Item Number: DC-5107

Agenda #: 8.1

Meeting Date: 12/16/2025

DEPARTMENT: Office Of Risk Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Cities Of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul And West St. Paul For Continued Emergency Management Planning

PURPOSE/ACTION REQUESTED

Authorize the Risk and Emergency Management Director to execute joint powers agreements (JPA) with the cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul for emergency management planning from January 1, 2026, through December 31, 2026.

SUMMARY

Dakota County has contracted with the cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul to provide support for emergency management planning since 2013.

Providing emergency management services to communities needing planning and exercise support benefits the County and the communities by promoting preparedness and standardizing Emergency Operations Plans. It is beneficial for the communities to contract with Dakota County for this support by the emergency management contractor already in place through additional contracted hours paid for by the cities included in the JPA.

It is desirable to have the cities contract with the County for emergency planning activities as it allows for the use of the County Emergency Operations plan as a workable template for the cities for better emergency planning consistency. It allows for better oversight and influence in emergency response countywide for the betterment of county constituents. With new annual requirements from Minnesota Homeland Security and Emergency Management regarding plan requirements, this allows for timely, consistent plan updates and testing with County input and inclusion. By having the cities contract for emergency planning services, we remain the leader of emergency preparedness countywide.

The JPA includes the following deliverables:

1. Emergency Operations Plan Update
2. Emergency Operations Center Tabletop or Functional Exercise and Development

The joint powers agreements provide for contracted emergency management planning within a defined work plan and contracted hours by a sub-contractor already established and to be accounted for separately. Attachments one through five include the individual city JPAs.

RECOMMENDATION

Staff recommend that the Board authorize the Risk and Emergency Management Director to execute separate JPA's with the cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul For Emergency Management Planning from January 1, 2026, through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The County will be reimbursed \$6,578 by each participating city in 2026. These revenues will be included in the County Manager's 2026 Recommended Budget.

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

RESOLUTION

WHEREAS, since 2013 and with the approval of the Dakota County Board of Commissioners, the County has provided emergency management planning services to the Cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul; and

WHEREAS, the Cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul have requested that the County continue to provide emergency management support through individual joint powers agreements (JPAs) for a one-year period; and

WHEREAS, Dakota County agrees to enter into individual JPAs and provide these cities with emergency management planning support with an already-approved sub-contractor for the period of January 1, 2026, through December 31, 2026; and

WHEREAS, Dakota County will be reimbursed by each participating city \$6,578.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Risk and Emergency Management Director to execute individual joint powers agreements (JPAs) with the cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul, where the Dakota County will provide emergency management support through a sub-contractor, for the period of January 1, 2026, through December 31, 2026, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

23-112; 3/14/23

23-113; 3/14/23

ATTACHMENTS

Attachment: Farmington

Attachment: Inver Grove Heights

Attachment: Mendota Heights

Attachment: South St. Paul

Attachment: West St. Paul

BOARD GOALS

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

CONTACT

Department Head: Jenny Groskopf

Author: Kelly Miller

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF FARMINGTON
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Emergency Management Department, ("County") and the City of Farmington, ("City"); and

WHEREAS, the County and City 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, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2026, and shall remain in effect through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2026 to December 31, 2026: \$6,578

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on an annual basis for hours of Emergency Management Services rendered. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own 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. 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 the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL

8.1. Notices. The City 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 City:

Nate Siem
Chief of Police
19500 Municipal Drive
Farmington, MN 55024
Telephone: 651-280-6700

To the County:

Kelly Miller
Dakota County Emergency Manager
1590 Highway 55
Hastings, MN 55033
651-438-4322

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

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. 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 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

8.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

- 8.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 8.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

Approved as to form:

By _____
Jenny Groskopf
Director, Risk and Emergency Management
1590 Highway 55
Hastings, MN 55033

Assistant County Attorney/Date
County Attorney File No.

Date of Signature: _____

CITY OF FARMINGTON

By: _____ Title, Name

And: _____ Title, Name

We represent and warrant that we are authorized to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1. EOP

- Individual City meetings with EM
- Update of City Emergency Operations Plan (EOP)
- Meeting with EM to discuss gaps / update needs
- Meeting with each City to present updated EOP

2. Exercises

- EOC Tabletop or Functional Exercise and Development

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Emergency Management Department, ("County") and the City of Inver Grove Heights, ("City"); and

WHEREAS, the County and City 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, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2026, and shall remain in effect through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2026 to December 31, 2026: \$6,578

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on an annual basis for hours of Emergency Management Services rendered. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own 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. 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 the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL

8.1. Notices. The City 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 City:

City of Inver Grove Heights
Melissa Chiodo- Chief of Police
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Telephone: 651-450-2526

To the County:

Kelly Miller
Dakota County Emergency Manager
1590 Highway 55
Hastings, MN 55033
651-438-4322

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

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. 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 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

8.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

- 8.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 8.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

Approved as to form:

By _____
Jenny Groskopf
Director, Risk and Emergency Management
1590 Highway 55
Hastings, MN 55033

Assistant County Attorney/Date
County Attorney File No.

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

By: _____ Title, Name

And: _____ Title, Name

We represent and warrant that we are authorized to execute this Agreement and legally bind the City.

**WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT**

1. EOP

- Individual City meetings with EM
- Update of City Emergency Operations Plan (EOP)
- Meeting with EM to discuss gaps / update needs
- Meeting with each City to present updated EOP

2. Exercises

- EOC Tabletop or Functional Exercise and Development

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF MENDOTA HEIGHTS
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Emergency Management Department, ("County") and the City of Mendota Heights, ("City"); and

WHEREAS, the County and City 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, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2026, and shall remain in effect through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2026 to December 31, 2026: \$6,578

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on an annual basis for hours of Emergency Management Services rendered. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own 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. 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 the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL

8.1. Notices. The City 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 City:

City of Mendota Heights
Kelly McCarthy- Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118
Telephone: 651-452-1366

To the County:

Kelly Miller
Dakota County Emergency Manager
1590 Highway 55
Hastings, MN 55033
651-438-4322

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

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. 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 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

8.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

- 8.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 8.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

Approved as to form:

By _____
Jenny Groskopf
Director, Risk and Emergency Management
1590 Highway 55
Hastings, MN 55033

Assistant County Attorney/Date
County Attorney File No.

Date of Signature: _____

CITY OF MENDOTA HEIGHTS

By: _____ Title, Name

And: _____ Title, Name

We represent and warrant that we are authorized to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1. EOP

- Individual City meetings with EM
- Update of City Emergency Operations Plan (EOP)
- Meeting with EM to discuss gaps / update needs
- Meeting with each City to present updated EOP

2. Exercises

- EOC Tabletop or Functional Exercise and Development

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF SOUTH ST. PAUL
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Emergency Management Department, ("County") and the City of South St. Paul, ("City"); and

WHEREAS, the County and City 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, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2026, and shall remain in effect through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2026 to December 31, 2026: \$6,578

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on an annual basis for hours of Emergency Management Services rendered. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own 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. 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 the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

8.1. Notices. The City 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 City:

City of South St. Paul
Brian Wicke- Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075
Telephone: 651-452-1366

To the County:

Kelly Miller
Dakota County Emergency Manager
1590 Highway 55
Hastings, MN 55033
651-438-4322

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

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. 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 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

8.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

- 8.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 8.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

Approved as to form:

By _____
Jenny Groskopf
Director, Risk and Emergency Management
1590 Highway 55
Hastings, MN 55033

Assistant County Attorney/Date
County Attorney File No.

Date of Signature: _____

CITY OF SOUTH ST. PAUL

By: _____ Title, Name

And: _____ Title, Name

We represent and warrant that we are authorized to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1. EOP

- Individual City meetings with EM
- Update of City Emergency Operations Plan (EOP)
- Meeting with EM to discuss gaps / update needs
- Meeting with each City to present updated EOP

2. Exercises

- EOC Tabletop or Functional Exercise and Development

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Emergency Management Department, ("County") and the City of West St. Paul, ("City"); and

WHEREAS, the County and City 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, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2026, and shall remain in effect through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2026 to December 31, 2026: \$6,578

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on an annual basis for hours of Emergency Management Services rendered. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own 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. 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 the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL

8.1. Notices. The City 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 City:

City of West St. Paul
Brian Sturgeon- Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118
Telephone: 651-552-4201

To the County:

Kelly Miller
Dakota County Emergency Manager
1590 Highway 55
Hastings, MN 55033
651-438-4322

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

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. 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 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

8.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

- 8.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 8.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

Approved as to form:

By _____
Jenny Groskopf
Director, Risk and Emergency Management
1590 Highway 55
Hastings, MN 55033

Assistant County Attorney/Date
County Attorney File No.

Date of Signature: _____

CITY OF WEST ST. PAUL

By: _____ Title, Name

And: _____ Title, Name

We represent and warrant that we are authorized to execute this Agreement and
legally bind the City.

**WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT**

1. EOP

- Individual City meetings with EM
- Update of City Emergency Operations Plan (EOP)
- Meeting with EM to discuss gaps / update needs
- Meeting with each City to present updated EOP

2. Exercises

- EOC Tabletop or Functional Exercise and Development

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.



Board of Commissioners

Request for Board Action

Item Number: DC-5121

Agenda #: 8.2

Meeting Date: 12/16/2025

DEPARTMENT: Office Of Risk Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Minnesota Department Of Public Safety For 2024 Emergency Management Performance Grant

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with the Minnesota Department of Public Safety for the 2024 Emergency Management Performance Grant (EMPG).

SUMMARY

The Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, have awarded the 2024 EMPG. The Division of Homeland Security and Emergency Management is awarding Dakota County an allocation of \$143,008. The 2024 EMPG grant agreement is attached.

RECOMMENDATION

Staff recommends that the Board accept Dakota County's allocation of \$143,008 under the 2024 Emergency Management Performance Grant and authorize the Deputy County Manager to execute a grant agreement with the Minnesota Department of Public Safety.

EXPLANATION OF FISCAL/FTE IMPACTS

The revenue and expenditures associated with this grant agreement are included in the 2026 County Manager's Recommended Budget as part of the Office of Risk Management budget in the General Fund.

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

RESOLUTION

WHEREAS, the Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM), have awarded Dakota County the sum of \$143,008 in grant funding for the 2024 Emergency Management Performance Grant; and

WHEREAS, the grant period runs from January 1, 2024, through December 31, 2024; and

WHEREAS, the grant provides for 50 percent matching funds from Dakota County and those funds are included in the Risk Management and Emergency Management Department budget; and

WHEREAS, funds received from this grant reimburse Dakota for 50 percent of the salary and benefits for the Emergency Management Coordinator and Specialist positions, Emergency Operations Plan requirements, Domestic Preparedness Committee annual fees, required emergency management conference per grant requirements, and equipment and supplies.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a grant agreement with the Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) for the Emergency Management Performance Grant in the amount of \$143,008, subject to approval of the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

25-232; 05/06/25

ATTACHMENTS

Attachment: 2024 EMPG Agreement

BOARD GOALS

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

CONTACT

Department Head: Jenny Groskopf

Author: Kelly Miller



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2024 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2024-DAKOTACO-074
Grantee: Dakota County 1590 Highway 55 Hastings, MN 55033	Grant Contract Agreement Term: Effective Date: 01/01/2024 Expiration Date: 06/30/2026
Grantee’s Authorized Representative: Dakota County Emergency Management ATTN: Kelly Miller – Emergency Management Director 1580 Highway 55 Hastings, MN 55033 Phone: 651-438-4322 E-mail: kelly.miller@co.dakota.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 143,008.00 Matching Requirement \$ 143,008.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 3925 Pheasant Ridge Drive NE Blaine, MN 55449 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2024-EP-05011 State Funding: None Special Conditions None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Drive NE, Blaine, MN 55449. The Grantee shall also comply with all requirements referenced in the 2024 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. A-EMPG-2024-DAKOTACO-074 / P.O. No. 3000104748

Project No: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2024 (EMPG) Emergency Management Performance Grant

Budget Summary (Review Report)

Organization:
Dakota County

EXHIBIT A
A-EMPG-2024-DAKOTACO-074

Budget		
Budget Category	Award	Match
Organization		
EM Department Salary and Fringe Benefits	\$143,008.00	\$143,008.00
Total	\$143,008.00	\$143,008.00
Total	\$143,008.00	\$143,008.00
Allocation	\$143,008.00	\$143,008.00
Balance	\$0.00	\$0.00



Board of Commissioners

Request for Board Action

Item Number: DC-5114

Agenda #: 8.3

Meeting Date: 12/16/2025

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE

Establishment Of 2025 Fund Balance Commitments

PURPOSE/ACTION REQUESTED

Establish the designation of Committed Fund Balances for fiscal year 2025.

SUMMARY

Per the Dakota County Fund Balance Policy No. 2003, the County may impose constraints on certain spending that shall be determined by the close of the fiscal year by action of the County Board of Commissioners. These funds are classified as Committed Fund Balance.

The classification of Committed Fund Balance falls under Statement 54 of the Governmental Accounting Standards Board (GASB) - Fund Balance Reporting and Governmental Fund Type Definitions and applies to fund balances reported in the local government's major fund categories and fund types.

By Resolution No. 15-583 (November 17, 2015), the Dakota County Board of Commissioners authorized the establishment of the Environmental Legacy Fund (ELF) with the stated purpose of "protection, preservation or enhancement of the environment." The ELF was established by moving the host fee and gravel tax revenue from the Environmental Management Fund and reporting the remaining fiscal activity of the Environmental Management Fund as General Fund activity. This structure allows the County to report the ELF activity separately in the Annual Comprehensive Financial Report (ACFR).

Committing these funds does not restrict the Board from amending the commitment in the future and does not affect the amount of expenditures budgeted for 2026.

RECOMMENDATION

Staff recommends designating the unrestricted fund balance in the ELF Fund as Committed Fund Balance as of December 31, 2025, for the purposes of protection, preservation, or enhancement of the environment.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Governmental Accounting Standards Board has adopted Statement 54, a standard for reporting governmental fund balances; and

WHEREAS, the County's Fund Balance Policy No. 2003 states that the Board of Commissioners may impose certain constraints on spending that shall be determined by the close of the fiscal year; and

WHEREAS, Dakota County desires to commit a portion of its fund balance for future funding; and

WHEREAS, the Environmental Legacy Fund (ELF) was established to support environmental activities for the purpose of protection, preservation or enhancement of the environment; and

WHEREAS, by reporting ELF revenue and expenditures with the Environmental Legacy Fund as committed, ELF will meet the qualifications of a special revenue fund and allow the County to report the ELF activity in the Annual Comprehensive Financial Report (ACFR).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners, in accordance with and pursuant to Policy 2003 Fund Balance, hereby commits the entire fund balance of the Environmental Legacy Fund as of December 31, 2025, to support environmental activities for the purpose of protection, preservation or enhancement of the environment.

PREVIOUS BOARD ACTION

15-585; 11/17/15

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACT

Department Head: Will Wallo

Author: Lucas Chase



Board of Commissioners

Request for Board Action

Item Number: DC-5134

Agenda #: 8.4

Meeting Date: 12/16/2025

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE

Authorization To Amend Environmental Legacy Fund Budget To Transfer Fund Balance To Byllesby Dam Enterprise Fund

PURPOSE/ACTION REQUESTED

Authorize an amendment to the 2025 budget in the amount of \$2,250,000 to permanently transfer funds from the Environmental Legacy Fund (ELF) to Byllesby Dam to cover operating expenses incurred for the Byllesby Dam facility for the period of 2023-2025.

SUMMARY

Dakota County owns the Byllesby Dam and operates its high-hazard hydroelectricity facility under the Federal Energy Regulatory Commission (FERC) safety regulations. Over the past several years, the Dakota County Board of Commissioners has approved significant capital investments into this facility. Most recently, the Board approved a turbine upgrade as part of the Byllesby Dam Water-To-Wire Redevelopment Project.

Notice to proceed on the Byllesby Dam Water-To-Wire Redevelopment project was given on October 1, 2020. The turbines were taken offline in January 2021. Since that time, Byllesby Dam has not been able to generate electricity. The costs associated with operating and maintaining the facility have been unable to be covered by revenues within the Byllesby Dam Enterprise Fund, leading to a negative fund balance. Due to project delays, a transfer of fund balance in the amount of \$2,250,000 from the Environmental Legacy Fund (ELF) is required to cover the operating costs for the period of January 2023 through December 2025 and eliminate the negative fund balance in the Byllesby Dam Enterprise Fund.

RECOMMENDATION

Staff recommends approval of the proposed budget amendment to the Environmental Legacy Fund and Byllesby Dam Enterprise Fund.

EXPLANATION OF FISCAL/FTE IMPACTS

This amendment will authorize a transfer in the amount of \$2,250,000, reducing the Environmental Legacy Fund (ELF) fund balance and increasing the Byllesby Dam Enterprise Fund Balance.

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

RESOLUTION

WHEREAS, Dakota County owns and operates the Byllesby Dam, a high-hazard hydroelectricity facility; and

WHEREAS, the Dakota County Board of Commissioners approved a turbine upgrade as part of the Byllesby Dam Water-to-Wire Redevelopment Project, leading to a period where the Byllesby Dam has been unable to generate electricity; and

WHEREAS, the costs associated with operating and maintaining the facility have been unable to be covered by revenues from electricity generation within the Byllesby Dam Enterprise Fund during the period of January 2023 to December 2025; and

WHEREAS, staff recommend a transfer in the amount of \$2,250,000 from the Environmental Legacy Fund to the Byllesby Dam Enterprise Fund to cover the operating costs of the Byllesby Dam.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby amends the 2025 Budget and approves a transfer of \$2,250,000 from the Environmental Legacy to the Byllesby Dam Enterprise Fund; and

BE IT FURTHER RESOLVED, That the 2025 Environmental Legacy Fund budget is hereby amended as follows:

Revenue

Use of Fund Balance	<u>\$2,250,000</u>
Total Revenue	\$2,250,000

Other Financing Use

Transfer to Byllesby Dam	<u>\$2,250,000</u>
Total Other Financing Use	\$2,250,000

; and

BE IT FURTHER RESOLVED, That the 2025 Byllesby Dam Enterprise Fund budget is hereby amended as follows:

Revenue

Use of Fund Balance	<u>(\$2,250,000)</u>
Total Revenue	(\$2,250,000)

Other Financing Source

Transfer from ELF	<u>\$2,250,000</u>
Total Other Financing Source	\$2,250,000

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Will Wallo

Author: Leng Vang



Board of Commissioners

Request for Board Action

Item Number: DC-5140	Agenda #: 8.5	Meeting Date: 12/16/2025
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DEPARTMENT: Finance
FILE TYPE: Consent Information

TITLE
Report On Invoices Paid In November 2025

PURPOSE/ACTION REQUESTED
Receive a report on invoices paid during November 2025.

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

A copy of the November 2025 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board. The attachment provides a summary of invoices paid each month in 2025.

Payments for the month ending November 30, 2025, total \$100,059,950.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,617,941	Retirement accounts, PERA, health & dental
Payments to other governments	\$78,499,367	Pass through payments - taxes, fees
Materials & supplies	\$163,306	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,412,934	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$2,654,688	Major client services contract
All other expenses	\$6,162,833	BIP, CEP, and misc.
Capital projects	\$7,548,881	Highway & building construction
	\$100,059,950	

RECOMMENDATION
Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS
☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: RBA Paid Invoices Report Nov2025

BOARD GOALS

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

CONTACT

Department Head: Will Wallo

Author: Jan Larson

RBA - REPORT ON INVOICES PAID**2025**

Major Category	January	February	March	April	May	June	July	August	September	October	November
Benefit deductions from employee payroll	\$3,595,806	\$2,522,125	\$2,587,437	\$2,561,564	\$2,589,478	\$2,612,860	\$2,834,477	\$3,614,687	\$2,637,035	\$2,607,249	\$2,617,941
Payments to other governments	\$35,757,228	\$91,833	\$76,252	\$582,763	\$89,544,390	\$196,486,891	\$134,162,193	\$202,817	\$109,770	\$78,496,336	\$78,499,367
Materials & supplies	\$183,858	\$60,330	\$493,635	\$148,300	\$134,684	\$106,323	\$136,543	\$98,134	\$161,296	\$144,826	\$163,306
Overall support of departments	\$3,056,255	\$2,434,378	\$2,432,727	\$2,383,651	\$1,883,357	\$2,472,197	\$4,593,033	\$2,109,607	\$4,952,666	\$3,024,930	\$2,412,934
Services to citizens and clients	\$3,389,484	\$2,650,355	\$2,819,561	\$3,209,675	\$2,765,893	\$3,221,717	\$3,526,215	\$2,485,332	\$4,046,351	\$3,175,419	\$2,654,688
All other expenses	\$5,347,460	\$4,376,517	\$6,291,675	\$6,079,361	\$5,593,035	\$4,390,355	\$5,070,541	\$3,802,808	\$4,322,686	\$4,853,146	\$6,162,833
Capital projects	\$4,173,262	\$5,409,332	\$4,843,765	\$5,141,116	\$3,937,704	\$8,592,859	\$7,565,811	\$8,382,494	\$9,041,367	\$11,728,598	\$7,548,881
Total	\$55,503,353	\$17,544,870	\$19,545,051	\$20,106,431	\$106,448,542	\$217,883,202	\$157,888,814	\$20,695,878	\$25,271,171	\$104,030,504	\$100,059,950

3 Payrolls = January and August

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



Board of Commissioners

Request for Board Action

Item Number: DC-5131

Agenda #: 9.1

Meeting Date: 12/16/2025

DEPARTMENT: Attorney

FILE TYPE: Consent Action

TITLE

Authorization To Execute An Agreement To Provide Legal Services To Dakota County Community Development Agency

PURPOSE/ACTION REQUESTED

Authorize the County Attorney to execute agreement to provide legal services to the Dakota County Community Development Agency.

SUMMARY

The Dakota County Attorney's Office is currently providing legal services to the Dakota County Community Development Agency (CDA) pursuant to a legal services agreement. The agreement will expire on December 31, 2025. The County Attorney's Office is willing to continue providing certain legal services for the agency and is not aware of any current conflict of interest between the County Attorney's Office's representation of Dakota County and its continued representation of the CDA. If a conflict arises during the course of representation, the County Attorney's Office will disclose the conflict and consult with both the County and the CDA as to whether continued representation of both parties or either party is possible with the parties' consent.

The new agreement has substantially the same terms as the current agreement. The agreement with the CDA will have a two-year term, January 1, 2026, through December 31, 2027. Legal services will be provided at a rate of \$242 per hour for attorney time and \$132 per hour for paralegal time in 2026 and \$251 per hour for attorney time and \$138 per hour for paralegal time in 2027. Dakota County Finance determined that these hourly rates include direct and indirect administrative costs for a mid-level senior attorney and the Civil Division paralegal in the County Attorney's Office.

RECOMMENDATION

The County Manager and the Dakota County Attorney recommend the County Board authorize the Dakota County Attorney to execute the legal services agreement for the CDA January 1, 2026, through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Payments for legal services will offset payroll and benefit expenses for County Attorney's Office staff providing the services based in the number of hours billed. The number of hours of legal services the County Attorney's Office will provide to the CDA each calendar year is variable depending on the CDA's need for legal assistance. Annual revenue from these services totaled \$43,224 in 2024 and is projected to total \$37,967 in 2025.

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

RESOLUTION

WHEREAS, pursuant to a legal services agreement, the Dakota County Attorney's Office is currently providing legal services to the Dakota County Community Development Agency (CDA); and

WHEREAS, the agreement will expire on December 31, 2025; and

WHEREAS, the County Attorney's Office is willing to provide legal services to the agency on terms agreeable to the County and the CDA; and

WHEREAS, the County Attorney's Office has identified that it is not aware of any current conflict of interest between its representation of Dakota County and its continued representation of the CDA; and

WHEREAS, the proposed legal services agreement with the CDA will extend through December 31, 2027; and

WHEREAS, pursuant to the agreement, the County Attorney's Office will provide legal services to the agency at a rate of \$242 per hour for attorney time and \$132 per hour for paralegal time in 2026 and \$251 per hour for attorney time and \$138 per hour for paralegal time in 2027; and

WHEREAS, Dakota County Finance determined that the hourly rates include direct and indirect administrative costs for a mid-level senior attorney and the Civil Division paralegal in the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute an agreement for legal services, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Dakota Community Development Agency from January 1, 2026, through December 31, 2027.

PREVIOUS BOARD ACTION

15-593; 11/17/15
17-181; 4/4/17
18-641; 12/18/18
21-048; 1/19/21
22-537; 12/13/22
24-613; 12/17/24

ATTACHMENTS

Attachment: CDA Legal Services Agreement

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Tom Donely

Author: Tom Donely

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

This Agreement is made and entered into by and between the County of Dakota, Minnesota ("County") by and through the Dakota County Attorney's Office ("Dakota County Attorney's Office") and Dakota County Community Development Agency, ("CDA"), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the CDA are also referred to herein as the "parties."

WHEREAS, the County is a political subdivision of the State of Minnesota, and the Dakota County Attorney's Office is required by law to provide certain legal services to the County and its Board of Commissioners.

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

WHEREAS, the CDA desires, and the County is willing, to have the Dakota County Attorney's Office provide legal advice and services to the CDA, its committees and the CDA Board, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits realized by each party, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to enable the Dakota County Attorney's Office to provide legal services to the CDA, as detailed herein, and for the CDA to secure such services from the Dakota County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026, and shall continue in full force until December 31, 2027, unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to the CDA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. The CDA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the CDA to obtain legal services from the Dakota County Attorney's Office.
 - d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the CDA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall inform the Dakota County Manager and the CDA Executive Director of the conflict and its effect on the Dakota County Attorney's Office's representation of the CDA and the County and/or County Departments. The Dakota County Manager and the CDA Executive Director, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the

information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the CDA subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the CDA Executive Director.

4. **Payment for Services.**

- a. Hourly Rate. The CDA shall pay for legal services at the following rates: \$242 per hour for attorney time and \$132 per hour for paralegal time in 2026, and \$251 per hour for attorney time and \$138 per hour for paralegal time in 2027.
- b. Costs. The CDA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the CDA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice the CDA on a monthly basis for legal services provided to the CDA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the CDA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, the CDA shall make payment to the Dakota County Attorney's Office within 35 calendar days.

5. **General Provisions.**

- a. Independent Contractor. For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney's Office shall be deemed to be independent contractors, and not employees of the CDA. Any and all agents, servants, or employees of the Dakota County Attorney's Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of the CDA, and any and all claims that may or might arise against the CDA, its agents or employees as a consequence of any act or omission on the part of the CDA, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena or successor, or the Dakota County Attorney's Office.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt"). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the

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

- d. Authorized Representative. The following named persons, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in 5.c. of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

TO THE COUNTY ATTORNEY:

Kathryn M. Keena, or successor
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033
(651) 438-4438

TO THE CDA:

Tony Schertler
Executive Director
1228 Town Centre Drive
Eagan, MN 55123
(651) 675-4400

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the CDA, the County Attorney will provide the CDA with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. Data Practices. The CDA and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. The CDA acknowledges that it has entered into this Agreement knowingly and voluntarily. The CDA also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

COUNTY OF DAKOTA

By _____
Kathryn M. Keena
Dakota County Attorney

Date of Signature _____

County Board Res. # _____

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By _____
Tony Schertler
Executive Director

Date of Signature _____

Approved by CDA Board: _____



Board of Commissioners

Request for Board Action

Item Number: DC-5138

Agenda #: 9.2

Meeting Date: 12/16/2025

DEPARTMENT: Attorney

FILE TYPE: Consent Action

TITLE

Authorization To Execute An Agreement To Provide Legal Services To Vermillion River Watershed Joint Powers Organization

PURPOSE/ACTION REQUESTED

Authorize the County Attorney to execute an agreement to provide legal services to the Vermillion River Watershed Joint Powers Organization.

SUMMARY

The Dakota County Attorney's Office has provided legal services to the Vermillion River Watershed Joint Powers Organization ("VRWJPO") for many years. The County Attorney's Office is willing to continue providing certain legal services for the VRWJPO and is not aware of any current conflict of interest between the County Attorney's Office's representation of Dakota County and its continued representation of the VRWJPO. If a conflict arises during the course of representation, the County Attorney's Office will disclose the conflict and consult with both the County and the VRWJPO as to whether continued representation of both parties or either party is possible with the parties' consent.

The new agreement has substantially the same terms as the current agreement, which is in effect through December 31, 2025. The new agreement with the VRWJPO will have a two-year term from January 1, 2026, through December 31, 2027. Legal services will be provided to the VRWJPO at the internal rate of \$188.99 per hour for attorney time and \$103.62 per hour for paralegal time in 2026 and \$196.55 per hour for attorney time and \$107.76 per hour for paralegal time in 2027. Dakota County Finance determined that the hourly rates include direct and indirect administrative costs for a paralegal and attorney in the County Attorney's Office.

RECOMMENDATION

The County Manager and the Dakota County Attorney recommend the County Board authorize the Dakota County Attorney to execute a legal services agreement with the VRWJPO from January 1, 2026, through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Payments for legal services will offset payroll and benefit expenses for County Attorney's Office staff providing the services based in the number of hours billed. The number of hours of legal services the County Attorney's Office will provide to the VRWJPO each calendar year is variable and uncertain depending on each agency's need for legal assistance. Annual revenue from these services totaled \$31,365 in 2024 and is projected to total \$20,363 in 2025.

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

RESOLUTION

WHEREAS, the Dakota County Attorney's Office has provided legal services to the Vermillion River Watershed Joint Powers Organization ("VRWJPO") for many years; and

WHEREAS, the County Attorney's Office is willing to continue to provide legal services to the VRWJPO on terms agreeable to the County Attorney's Office and the VRWJPO; and

WHEREAS, the County Attorney's Office has identified that it is not aware of any current conflict of interest between its representation of Dakota County and its continued representation of the VRWJPO; and

WHEREAS, the County Attorney's Office has further identified that if a conflict arises during the course of representation, the County Attorney's Office will disclose the conflict and consult with both the County and the VRWJPO as to whether continued representation of both parties or either party is possible with the parties' consent; and

WHEREAS, the proposed legal services agreement with the VRWJPO will be for the term of January 1, 2026, through December 31, 2027; and

WHEREAS, pursuant to the agreement, the County Attorney's Office will provide legal services to the VRWJPO at the internal rate of \$188.99 per hour for attorney time and \$103.62 per hour for paralegal time in 2026 and \$196.55 per hour for attorney time and \$107.76 per hour for paralegal time in 2027; and

WHEREAS, Dakota County Finance determined that the hourly rates include direct and indirect administrative costs for a paralegal and attorney in the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute an agreement for legal services, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Vermillion River Watershed Joint Powers Organization for the term of January 1, 2026, through December 31, 2027.

PREVIOUS BOARD ACTION

25-141; 3/25/25

ATTACHMENTS

Attachment: VRWJPO Legal Services Agreement

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Tom Donely
Author: Tom Donely

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
FOR LEGAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dakota, Minnesota ("County") by and through the Dakota County Attorney's Office ("Dakota County Attorney's Office") and the Vermillion River Watershed Joint Powers Organization, ("VRWJPO"), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the VRWJPO are also referred to herein as the "parties."

WHEREAS, the County is a political subdivision of the State of Minnesota, and the Dakota County Attorney's Office is required by law to provide certain legal services to the County and its Board of Commissioners.

WHEREAS, the VRWJPO is an independent joint powers entity created by Dakota County and Scott County to cooperatively carry out their responsibilities and duties under Minn. Stat. §§ 103B.211 to 103B.255.

WHEREAS, the joint powers agreement between Dakota County and Scott County creating the VRWJPO provides that Dakota County and Scott County shall provide legal services as needed to the VRWJPO in accordance to separate service agreements between the counties and the VRWJPO when deemed necessary by the applicable county.

WHEREAS, the VRWJPO desires, and the County is willing, to have the Dakota County Attorney's Office provide legal advice and services to the VRWJPO, its board ("Board") and committees, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits realized by each party, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney's Office to provide legal services to the VRWJPO, as detailed herein, and for the VRWJPO to secure such services from the Dakota County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026 and shall continue in full force until December 31, 2027, unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to the VRWJPO, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. The VRWJPO shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the VRWJPO to obtain legal services from the Dakota County Attorney's Office.
 - d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the VRWJPO and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall inform the Dakota County Manager and the VRWJPO Administrator and Co-Administrator of the conflict and its effect on the Dakota County Attorney's Office's representation of the VRWJPO and the County and/or

County Departments. The Dakota County Manager and the VRWJPO Administrator and Co-Administrator, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the VRWJPO subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the VRWJPO Authorized Representative.

4. **Payment for Services.**

- a. Hourly Rate. The Dakota County Attorney's Office has agreed to extend its internal rate to the VRWJPO for the term of the Agreement. The VRWJPO shall pay for legal services at the following rate: \$188.99 per hour for attorney time and \$103.62 per hour for paralegal time in 2026 and \$196.55 per hour for attorney time and \$107.76 for paralegal time in 2027.
- b. Costs. The VRWJPO shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the VRWJPO under this Agreement.
- c. Billing. The parties have agreed to a monthly transfer of funds through Dakota County Finance. The Dakota County Attorney's Office shall provide a report to the VRWJPO on a monthly basis for legal services provided to the VRWJPO pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said reports shall identify the persons providing legal services to the VRWJPO and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services.

5. **General Provisions.**

- a. Independent Contractor. For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney's Office shall be deemed to be independent contractors, and not employees of the VRWJPO. Any and all agents, servants, or employees of the Dakota County Attorney's Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of the VRWJPO, and any and all claims that may or might arise against the VRWJPO, its agents or employees as a consequence of any act or omission on the part of the VRWJPO, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena or successor, or the Dakota County Attorney's Office.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other party's Authorized Representative: (a) personal

delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt"). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

- d. Authorized Representative. The following named persons, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in 5.c. of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

TO THE COUNTY ATTORNEY:

Kathryn M. Keena, or successor
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033
(651) 438-4438

TO THE VRWJPO:

Tom Wolf, or successor
Chair
4100 220th Street West, #103
Farmington, MN 55024
(952) 440-6805

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the VRWJPO, the County Attorney will provide the VRWJPO with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. Data Practices. The VRWJPO and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. The VRWJPO acknowledges that it has entered into this Agreement knowingly and voluntarily. The VRWJPO also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity

and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

COUNTY OF DAKOTA

By _____
Kathryn M. Keena
Dakota County Attorney

Date of Signature _____

County Board Res. # _____

**VERMILLION RIVER WATERSHED JOINT
POWERS ORGANIZATION**

By _____
Tom Wolf, or successor
Board Chair

Date of Signature _____

VRW Res. # _____



Board of Commissioners

Request for Board Action

Item Number: DC-5182

Agenda #: 9.3

Meeting Date: 12/16/2025

DEPARTMENT: Attorney

FILE TYPE: Consent Action

TITLE

Authorization To Join The Metropolitan Council In Challenging Environmental Impact Statement Adequacy Determination For Nelson Mine Backwater Project

PURPOSE/ACTION REQUESTED

Authorize the County Attorney's Office to file, along with the Metropolitan Council, a petition for review of the City of Cottage Grove's (Cottage Grove) Determination of Adequacy of the Environmental Impact Statement for the Nelson Mine Backwater Project.

SUMMARY

Amrize Midwest Inc. (Amrize) is proposing to move its mine area that supports its existing Nelson Sand & Gravel Mine Facility. Details of the project and environmental review can be found here: <https://www.cottagegrovemn.gov/598/Nelson-Mine-Backwaters-Project-EIS>. The planned new mine area would be an approximately 395-acre parcel of land within the backwaters of the Mississippi River on Lower Grey Cloud Island, and the move would occur over a 20- to 25-year period. The project required the completion of an Environmental Impact Statement (EIS). Cottage Grove is the Responsible Government Unit designated for the EIS and is responsible for verifying the accuracy of environmental documents and complying with environmental review processes. Minnesota Rules Chapter 4410 control the environmental review process.

The proposed mine will reach 200' deep in the Mississippi River approximately 2,000' from Schaar's Bluff in Spring Lake Park Reserve. See attached Map. Spring Lake Park Reserve is located on a west-to-east flowing reach of the Mississippi River with north-facing bluffs and river terraces that support rare ecosystems and offer expansive river views. As one of seven "park reserves" in the Twin Cities Metropolitan Park System, Spring Lake Park Reserve is distinguished by its close relationship with the Mississippi River and its breadth of cultural and natural resources. The County has made and will continue to make significant investment in the Spring Lake Park Reserve for the preservation of its natural resources and as a destination for public recreation. The Schaar's Bluff Gathering Center is a primary attraction of the park, along with its trailhead connection to trails (including part of the National Mississippi River Trail), picnic areas, overlooks and other amenities for the Mississippi River. The proposed mining operation will impact a generation's use of the Spring Lake Park Reserve.

Dakota County provided written comments to the draft EIS by letter dated January 16, 2025 (attached). The Comment letter covered the following concerns:

1. Noise Impacts
2. Visual Impacts

3. Light Pollution
4. Impacts on Wildlife and the Mississippi River
5. Recreational impacts on Spring Lake and the Mississippi River users
6. Potential Upstream Flooding

This fall, the County reviewed the Final EIS and concluded that it was substantially unchanged from the Draft EIS and non-responsive to the County's substantive comments and lacking in mitigation measures related to Spring Lake Park Reserve. By letter dated October 24, 2025, Dakota County addressed these substantive concerns regarding the Final EIS.

The determination of adequacy of the Final EIS was on the Cottage Grove consent agenda on November 5, 2025. Cottage Grove received numerous comments objecting to the adequacy of the Final EIS, including comments from the Minnesota DNR, U.S. Army Corp of Engineers, Minnesota Stat Historic Preservation Office, Shakopee Mdewakanton Sioux Community, Metropolitan Council, Friends of the Mississippi River and Minnesota Indian Affairs Council. See <https://cottagegrovemn.portal.civicclerk.com/event/846/files/attachment/4969> The Cottage Grove City Council determined the Final EIS to be adequate by vote on the consent agenda.

Pursuant to Minnesota Rule 4410.2800, a final EIS shall be determined adequate if it:

- A. addresses the potentially significant issues and alternatives raised in scoping so that all significant issues for which information can be reasonably obtained have been analyzed in conformance with part 4410.2300, items G and H;
- B. provides responses to the substantive comments received during the draft EIS review concerning issues raised in scoping; and
- C. was prepared in compliance with the procedures of the act and parts 4410.0200 to 4410.6500.

Dakota County staff believe the Final EIS is both procedurally and substantive inadequate.

The Metropolitan Council is charged under state law with overseeing the acquisition and development of the regional parks system. Dakota County is the implementing agency for the metropolitan regional parks within Dakota County. The Metropolitan Council has also commented on the EIS, reiterating the County's concerns and raising additional issues. Metropolitan Council and Dakota County share a similar interest in mitigating environmental impacts to the impacts to the Regional Parks and Trails System by the proposed mine expansion into the Mississippi river.

A person aggrieved by a final decision on the adequacy of an environmental impact statement is entitled to judicial review of the decision by a petition for a writ of certiorari to the Minnesota Court of Appeals. The writ must be filed by December 18, 2025.

RECOMMENDATION

The County Manager and the Dakota County Attorney recommend the County Board authorize the Dakota County Attorney file, along with the Metropolitan Council, a petition for review of the Cottage Grove Determination of Adequacy of the Environmental Impact Statement for the Nelson Mine Backwater Project.

EXPLANATION OF FISCAL/FTE IMPACTS

The review is based on the current record in the EIS review process. Other than staff time and typical

administrative and service costs associated with an appeal, there are no anticipated significant costs associated this this action.

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

RESOLUTION

WHEREAS, Amrize Midwest Inc. (Amrize) is proposing to move its mine area that supports its existing Nelson Sand & Gravel Mine Facility; and

WHEREAS, the planned new mine area would be an approximately 395-acre parcel of privately owned land that the company leases in the backwaters of the Mississippi River on Lower Grey Cloud Island, and the move would occur over a 20- to 25-year period; and

WHEREAS, the proposed mining operation will impact a generation's use of Dakota County's Spring Lake Park Reserve; and

WHEREAS, the project required the completion of an Environmental Impact Statement (EIS); and

WHEREAS, Cottage Grove is the Responsible Government Unit designated for the EIS and is responsible for verifying the accuracy of environmental documents and complying with environmental review processes; and

WHEREAS, Minnesota Rules Chapter 4410 control the environmental review process; and

WHEREAS, Spring Lake Park Reserve is located on a west-to-east flowing reach of the Mississippi River with north-facing bluffs and river terraces that support rare ecosystems and offer expansive river views;

WHEREAS, as one of seven "park reserves" in the Twin Cities Metropolitan Park System, Spring Lake Park Reserve is distinguished by its close relationship with the Mississippi River and its breadth of cultural and natural resources; and

WHEREAS, the County has made and will continue to make significant investment in the Spring Lake Park Reserve for the preservation of its natural resources and as a destination for public recreation; and

WHEREAS, the Schaar's Bluff Gathering Center is a primary attraction of the park, along with its trailhead connection to trails (including part of the National Mississippi River Trail), picnic areas, overlooks and other amenities for the Mississippi River; and

WHEREAS, the proposed mine will reach 200' deep in the Mississippi River approximately 2,000' from Schaar's Bluff in Spring Lake Park Reserve; and

WHEREAS, Dakota County provided written comments to the draft EIS by letter dated January 16, 2025 noting following concerns:

1. Noise Impacts

2. Visual Impacts
3. Light Pollution
4. Impacts on Wildlife and the Mississippi River
5. Recreational impacts on Spring Lake and the Mississippi River users
6. Potential Upstream Flooding

; and

WHEREAS, Final EIS was substantially unchanged from the Draft EIS and non-responsive to the County's substantive comments and lacking in mitigation measures related to Spring Lake Park Reserve; and

WHEREAS, by letter dated October 24, 2025, Dakota County addressed these substantive and procedural concerns regarding the Final EIS; and

WHEREAS, the determination of adequacy of the Final EIS was on the Cottage Grove consent agenda on November 5, 2025; and

WHEREAS, Cottage Grove received numerous comments objecting to the adequacy of the Final EIS, including comments from the Minnesota DNR, U.S. Army Corp of Engineers, Minnesota State Historic Preservation Office, Shakopee Mdewakanton Sioux Community, Metropolitan Council, Friends of the Mississippi River and Minnesota Indian Affairs Council; and

WHEREAS, the Cottage Grove City Council determined the Final EIS to be adequate by vote on the consent agenda; and

WHEREAS, Dakota County finds the Final EIS to be both procedurally and substantive inadequate; and

WHEREAS, the Metropolitan Council is charged under state law with overseeing the acquisition and development of the regional parks system; and

WHEREAS, Dakota County is the implementing agency for the metropolitan parks within Dakota County; and

WHEREAS, the Metropolitan Council has also commented on the EIS, reiterating the County's concerns and raising additional issues; and

WHEREAS, Metropolitan Council and Dakota County share a similar interest in mitigating environmental impacts to the impacts to the Regional Parks and Trails System by the proposed mine expansion into the Mississippi river; and

WHEREAS, a person aggrieved by a final decision on the adequacy of an environmental impact statement is entitled to judicial review of the decision by a petition for a writ of certiorari to the Minnesota Court of Appeals.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to coordinate with the Metropolitan Council and petition for review of the City of Cottage Grove's Determination of Adequacy of the Environmental Impact

Statement for the Nelson Mine Backwater Project.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Map of Spring Lake Park Reserve

Attachment: Dakota County Comments Letter January 2025

Attachment: Dakota County Comments Letter October 2025

BOARD GOALS

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

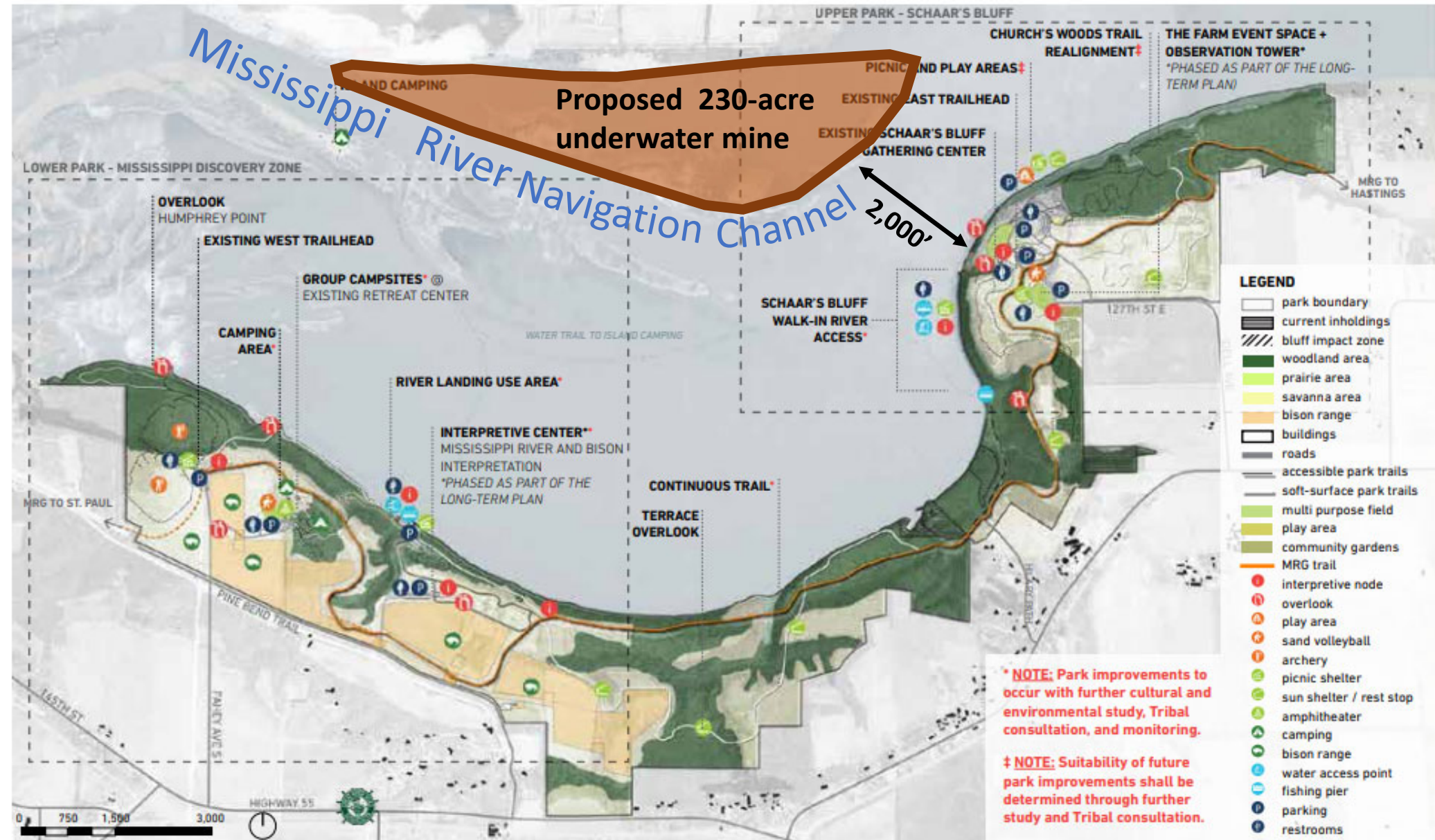
CONTACT

Department Head: Tom Donely

Author: Tom Donely

LONG-TERM CONCEPT PLAN THE MASTER PLAN

Spring Lake Park Reserve and Holcim River Dredge Aggregate Mining Proposal



Ms. Emily Schmitz
Community Development Director
12800 Ravine Parkway South
Cottage Grove, MN 55016

January 16, 2025

Thank you for the opportunity to provide comments on the Draft Environmental Impact Statement for the Nelson Mine Backwater Project. Dakota County has concerns about the impact of the proposed project on the health of the Mississippi River, and on the visitor experience to the adjacent Spring Lake Regional Park Reserve, managed by Dakota County.

Context

This segment of the Mississippi River is designated the Mississippi National River and Recreation Area (MNRRA) by the National Park Service. The preferred mining site is immediately adjacent to Spring Lake Park Reserve, an important park that Dakota County and the metropolitan region have invested millions of dollars of public funding to restore natural areas, interpret cultural history, and install recreational facilities.

Noise Impacts on Spring Lake Park Reserve's Nature-Based Recreation

Dakota County is concerned that constant noise from the river mining dredge will impact the experience of regional park reserve visitors. The draft EIS states that noise from the dredge, primary crusher, and sorting screens will be generated 24 hours a day, 7 days a week, and 9 months of the year. While the loud noise generated from the dredge may not be as loud when it reaches Spring Lake Park Reserve, it will be continuous. The draft EIS compares the noise from the dredge to that from occasional trains, river traffic, and airplanes overhead, but the noise from the dredge will not cease. It will compete with the quiet sounds of bird calls and nature observance. A continuous noise from an industrial facility is incompatible with the quiet setting of the park reserve. Analysis should be conducted to determine the sound level at various locations within Spring Lake Park Reserve, and compared to appropriate standards or guidelines for quiet, contemplative and natural areas. *If mining is permitted, it should be conducted in a manner that is not audible from Spring Lake Park Reserve.*

Visual Impacts

Schaar's Bluff is less than 2,000 feet from the preferred mine site. The view from the bluff frames the river valley today but will end up framing the proposed mining operation. This popular view, the park's most prominent feature, will be significantly altered. As visitors look out over the river vistas, the mining dredge and conveyor system will be visible despite being partially screened by the barrier islands. The EIS indicates that

Physical Development Division

the mining dredge will be a constant feature, unlike a passing boat or train. *If the mining operation is permitted, the area where the dredge and mining equipment operate should be limited to locations that are out of view of Schaar's Bluff and visitors at Spring Lake Regional Park Reserve.*

Visual and Noise Impacts at Pine Bend Bluff Trailhead

The Pine Bend Bluff Trailhead is located at the Pine Bend Bluffs Scientific Natural Area immediately west of the Baldwin Lake site (alternative C). The Mississippi River Greenway trail leads from the Pine Bend Trailhead to overlook Baldwin Lake and mining would be visible and perhaps audible from this location. Again, analysis should be conducted to determine the sound level at the trailhead and compared to appropriate standards or guidelines for quiet, contemplative and natural areas. *If the mining operation is permitted at Baldwin Lake, views and sounds should be mitigated to limit impacts to this overlook location.*

Light Pollution in the River Valley

The lights of the dredge will be intrusive to wildlife and to visitors of Spring Lake Park Reserve. As proposed, the lights from the dredge will be prominently visible in what is today a relatively dark river valley. Spring Lake Park Reserve has existing overnight camping facilities and planned campsites on the islands next to the proposed mine. *Overnight mining and associated light pollution in the river valley should be significantly mitigated or not permitted.*

Impacts on Wildlife and the Mississippi River

The Mississippi River is an important flyway for migratory birds. Impacts from the mining to nesting and feeding habitats will be significant. The draft EIS states that wildlife will be displaced. Displacing wildlife is counter to the purpose of Spring Lake Park Reserve and the Mississippi National River and Recreation Area. These are locations that people visit to view wildlife. Dakota County has recently re-established a bison herd at Spring Lake Park Reserve using State and County funding. The draft EIS does not adequately evaluate the extent to which the river and its aquatic and terrestrial ecosystems will be impacted.

A 200' underwater mine is an unnatural condition in the upper Mississippi River and the impacts of a deep mine that is hydrologically connected to the river channel are unknown and irreversible, even after some of the unused sand is returned to the pit. In addition, silting downstream from both the dredging activity and the filling of the pit with the unused product may cause issues for benthic invertebrates (such as mussels) and fish habitat downstream. *More study is needed to evaluate the impacts to wildlife and the river ecosystem, and whether mitigation for this atypical mining proposal is possible.*

Recreational Impacts on Boaters and Campers on Spring Lake

The Spring Lake Park Reserve Master Plan includes a boat launch, kayak trail, and island campsites. *These regional park visitor activities will be negatively impacted by the proposed river dredge mining proposal.*

Potential Upstream Flooding

The draft EIS proposes the use of barrier islands to partially surround the mining operation and divert river flow. *More study is needed to ensure that alterations to the river hydrology do not impact flooding to Dakota County's upstream communities.*

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Alternative D: Upland Mining in Rosemount and Vermillion Township, Responsible Government Unit

The draft EIS includes an alternate 600-acre upland mining site in central Dakota County. The City of Rosemount and/or Vermillion Township should be the Responsible Government Unit (RGU) for this alternative and have the opportunity to conduct appropriate local public engagement and review. *Should alternative D be considered, a new draft EIS should be prepared with either Rosemount or Vermillion Township as the RGU.*

Alternative D: Transportation Issues

The Draft EIS (Page 3-14) states that aggregate mined under Alternative D would be transported by truck to existing customers, an average of approximately 25 miles away. This would result in approximately 6,900 new truck trips per year generated, primarily on Trunk Highway (TH) 52 and I-494. *Please identify how these trips will gain access to TH 52. Will access be via County State Aid Highway (CSAH) 46? If so, how many trips will use the county highway?*

The Traffic and Transportation fact sheet differs from the previous text in that it identifies 30,000 annual truck trips. This figure is significantly larger than the trips identified on page 3-14 and should be clarified.

Please provide answers to the following County traffic concerns when developing the EIS:

- *What are the actual intended patterns and trip estimates throughout the day?*
- *Will trips be evenly distributed throughout the day or concentrated at peak times?*
- *Will trips be evenly distributed throughout the year or concentrated seasonally?*
- *How many site accesses are anticipated?*
- *Will CSAH 46 be the primary access and route to the regional system or are other roadways and routes anticipated?*

The draft EIS (pages 4-281 to 282) states “The existing transportation network within the Alternative D Project area is largely expected to be able to accommodate the additional transportation from the proposed development, though the need for traffic improvements such as turn lanes, acceleration lanes, etc. is yet to be determined. The County Road 46 Project demonstrates the continued investment in this location and planned expansion of the surrounding highways.” *Please provide a traffic impact study (TIS) that includes specific mitigation measures detailing improvements required for the county highway as a result of this development proposal. The proposed development will be responsible for any required through lanes, left turn or bypass lanes, and acceleration lanes beyond programmed County improvements or prior to scheduled County improvements. The TIS should include analysis of the following CSAH 46 intersections for the Alternative D proposed and alternative mining areas. This includes identification of 24-hour traffic volumes at existing intersections.*

- *CSAH 46 and TH 52 (all ramps)*
- *CSAH 46 and County Road (CR) 48 (160th Street East within Coates)*
- *CSAH 46 and Emery Avenue*
- *CSAH 46 and CSAH 85 (Goodwin Avenue)*
- *CSAH 46 and proposed access locations to the site*

Alternative D: Groundwater Issues

The Alternative D Project Area is partially located in the highly vulnerable City of Hastings Drinking Water Supply Management Area. In addition, there are many wells in Alternative D that would need to be sealed should mining occur in that area. Permits would be required for any new wells or well sealings in the area.

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Consider locating any sources of contaminants associated with the proposed processing facility, load yard, office space and associated parking outside of the Hastings DWSMA.

Alternative D: Environmental Issues

No known or suspected environmental concerns were identified on the subject property. SKB Environmental – SKB Rosemount Industrial Waste Facility, is located northwest. The Furlong Gravel Pit, sand and gravel mining area is in the southeast parcel of this property. Xcel Energy, Inc electric transmission lines cross the southwest parcel of the property. *These land uses may need additional evaluation to determine compatibility with the Alternative D proposal..*

Thank you for the opportunity to review the Draft Environmental Impact Statement for the Nelson Mine Backwater Project.

If you have any questions relating to our comments, please contact me at 952-891-7007 or Georg.Fischer@co.dakota.mn.us

Sincerely,

A handwritten signature in blue ink, appearing to read 'Georg T. Fischer', is positioned above the typed name.

Georg T Fischer, Director
Physical Development Division

cc: Commissioner Mike Slavik, District 1
Commissioner William Droste, District 4
Heidi Welsch County Manager

Physical Development Division



City of Cottage Grove
Emily Schmitz
12800 Ravine Parkway South
Cottage Grove, MN 55016

October 24, 2025

The purpose of this letter is to document Dakota County's concerns regarding the proposed Nelson Mine Backwaters Project Final Environmental Impact Statement (EIS).

On January 16, 2025, Dakota County submitted comments on the Draft EIS, raising a number of concerns about the project's impact on the Spring Lake Regional Park Reserve (Park), managed by Dakota County, as well as the general health of the Mississippi River. Upon review, it is apparent the Final EIS is substantially unchanged from the Draft EIS, meaning that the further study, mitigation, and avoidance recommendations made by Dakota County have not been addressed—or even further investigated—by the City of Cottage Grove (as the Responsible Government Unit) or applicant Amrize Midwest Inc. Accordingly, it is the County's position that the Final EIS, if left unchanged, is both procedurally and substantively inadequate.

Visual Impacts

While the County appreciates that additional photographs from the Park were included in appendix C as part of the visual analysis of the proposed mining operation (for Alternative B – Proposed Action), our conclusions as to anticipated impacts are entirely different. The photos included on pages 6, 7, and 10, illustrate the direct line of sight and prominent visual impact that a 65' tall mining dredge and linear conveyor system would have on park visitor views of the Mississippi River from the Park. The photographs in the Final EIS are taken on Schaar's Bluff at the visitor gathering center and main event lawn, the busiest areas of the park. It is no exaggeration that millions of visitors over the course of the proposed 25-year project will now be looking at a view that frames an active mining operation. We do not think that the magnitude of this impact can be overstated.

However, the Final EIS does not propose mitigation of this significant impact in any meaningful way. Chapter 6 of the Final EIS, which remains entirely unchanged from the Draft EIS, speaks only in generalities about mitigative measures which "may be incorporated" "where feasible" and "where possible." Entirely absent from the document is any mention of the specific concerns raised by the County in its comments to the Draft EIS as to the visual impacts on the Park, much less concrete measures to address these concerns. Simply asserting such concerns "could be" addressed through subsequent study and permitting processes, per the response to County comments in Appendix F, is plainly inadequate.

Noise Impacts

As referenced in our original comment letter on the Draft EIS, the 24-hour continuous noise impacts of dredging, conveying, screening, and crushing is entirely incompatible with the peaceful and natural setting of the Park and the

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greater Mississippi River area. The fact that there are other intermittent noises in the area resulting from trains, airplanes, and boats neither minimizes nor excuses the introduction of the type of continuous additional noise anticipated with the project. The occasional, momentary sound of a plane, automobile, or other man-made source is markedly different—in both kind and degree—compared to the constant, monotonous industrial din that will be emitted toward the Park and throughout the river area by the proposed mining operation. While both the Draft and Final EIS cite to a 2010 noise study, said study is not included in either document. Thus, it is impossible for the County to conclude how the measurements or conclusions made in 2010 are relevant, if at all, to the present concerns attributable to the current proposal and conditions. The level and type of noise anticipated by this project could seriously degrade the ability of park visitors to experience the sounds of nature—birds' songs, rustling leaves, flowing water—in a contemplative setting. Again, the Final EIS contains no study or measurements whatsoever that attempt to quantify these impacts, much less any mitigative measures tailored to the County's concern. The stated reliance on the implementation of existing noise measures at the current Nelson Mine site or deferral of the issue to a future permitting process does not adequately address the specifics of the County's comment to the Draft EIS, nor does the conclusory statement that noise levels are anticipated to fall within NAC guidelines.

Wildlife and Environmental Impacts

Finally, Dakota County raised concerns about wildlife and environmental impacts in the Draft EIS. It is clear from the overwhelming responses from other agencies in the Final EIS that this is a widely held concern. The oft-recited response in the Final EIS is that these concerns will be addressed in a future permitting process. Again, these concerns are too significant to be disposed of with a cursory 'wait and see' response and are, in fact, central to the decision about whether the Final EIS is adequate under applicable law.

The stakes here are high. The mining operation, as proposed, will impact an entire generation of Park visitors, posing the risk to seriously impair a regional natural and cultural resource which the County has invested millions of dollars in public funds to develop. The proposed Final EIS completely side-steps the above comments posed by the County, along with myriad other interested parties concerning the impacts of the proposal. The time to address these matters is now, not some indeterminate time in the future when the momentum of the project will inevitably create additional challenges. The Final EIS does not take a "hard look" at the concerns raised by the County and other interested parties regarding the impacts raised by the Draft EIS and comments thereto. Accordingly, the County asserts that the Final EIS is inadequate and urges the City to revisit the issues in a more substantive, collaborative manner tailored to the unique resources at risk here.

The County appreciates the opportunity to comment on the Nelson Mine Final EIS.

Sincerely,



Heidi Welsch, County Manager
Dakota County

Physical Development Division

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Board of Commissioners

Request for Board Action

Item Number: DC-5161

Agenda #: 10.1

Meeting Date: 12/16/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE
Scheduling Of 2026 County Board/Committee Of The Whole Meetings, Workshops And Public Hearings

PURPOSE/ACTION REQUESTED

- Schedule dates and locations of County Board and Committees of the Whole meetings for 2026.
- Schedule workshops for discussion of the 2027 budget.
- Schedule public meeting to receive input on 2027 budget and levy.
- Schedule public hearing to receive comments on the 2027-2031 Capital Improvement Program (CIP).
- Propose 2026 workshop dates.

SUMMARY

When scheduling 2026 meeting dates, the following is required:

- The County Board must meet the first Tuesday following the first Monday in January.
- The proposed maximum 2027 levy must be adopted on or before September 30.
- The County Board must also specify the date and time of an evening (6:00 p.m. or later) public meeting (formerly known as Truth In Taxation (TNT)) to receive input on the 2027 levy and budget, to be held between November 25 and December 28.
- The 2027 levy and budget must be adopted on or before five working days after December 20 (by December 28).

Local and national conference dates for 2026 are as follows:

January 29	Minnesota Inter-County Association Annual Meeting
February 21-24	National Association of Counties (NACo) Legislative Conference
March 3-5	Association of Minnesota Counties (AMC) Legislative Conference
March 25-27	Association of Minnesota Counties (AMC) Leadership Summit
July 17-20	NACo Annual Conference
August 20-21	Association of Minnesota Counties (AMC) Strategic Planning
September 16-18	Association of Minnesota Counties (AMC) Fall Policy Conference
December 6-9	Association of Minnesota Counties (AMC) Annual Conference

Key dates for other workshops/events are proposed as follows:

Finance Work Sessions	Monthly throughout the year
Proposed Levy Adoption (Board meeting)	Sept. 22
Governance and Strategic Planning Workshop	Dec. 4
CIP Public Hearing (Board meeting)	Dec. 1
Levy and Budget Public Hearing (formerly TNT)	Dec. 1
CIP Adoption and Final Levy/Budget Adoption (Board meeting)	Dec. 15

Resolution No. 16-468 (September 20, 2016), established guidelines for scheduling County Board and Committee meetings. Board practice in the past has occasionally deviated from these guidelines.

RECOMMENDATION

Staff recommends scheduling 2026 meetings (Attachment: 2026 Proposed Calendar) as listed in the Resolution. Potential 2026 workshop dates are also included in the attachment.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following 2026 County Board/Committees of the Whole meeting schedule:

County Board

January 6, 20
 February 3, 17
 March 3, 24
 April 7, 21
 May 5, 19
 June 9, 23
 July 7, 21
 August 4
 September 1, 22
 October 6, 27
 November 10
 December 1, 15

General Government and Policy (GGP) Committee

January 6, 20
 February 3, 17
 March 3, 10, 24
 April 7, 14, 21
 May 5, 12, 19
 June 9, 23
 July 7, 21
 August 4
 September 1, 22
 October 6, 27
 November 10

December 1

Community Services/Physical Development Committee

January 13
February 10
March 10
April 14
May 12
June 16
July 14
August 18
September 15
October 13
November 17
December 1

; and

BE IT FURTHER RESOLVED, That the location of the Board/Committee of the Whole meetings shall be scheduled as follows:

- All County Board meetings will be held at 9:00 a.m. in the Boardroom, Administration Center, in Hastings.
- General Government and Policy (GGP) Committee meetings will be held at 9:30 a.m. (or following the County Board or Regional Railroad Authority meeting) in Conference Room 3A, Administration Center in Hastings.
- Physical Development (9:00 a.m.) and Community Services (at 1:00 p.m.). Committee meetings will be held in Conference Room 3A, Administration Center in Hastings.

; and

BE IT FURTHER RESOLVED, That General Government and Policy meetings that fall on a day when Physical Development Committee of the Whole meets will be held at 9:00 a.m., prior to the Physical Development Committee of the Whole meeting, in Conference Room 3A, Administration Center in Hastings, on the following dates during the legislative session:

March 10, April 14, May 12

; and

BE IT FURTHER RESOLVED, That the County Board will hold a Special County Board meeting on Tuesday, August 11, 2026 at 10:00 a.m., at the Dakota County Fairgrounds, 4008 220th Street West, Farmington; and

BE IT FURTHER RESOLVED, That County Board schedules Finance Work Sessions to discuss the 2027 budget and are hereby scheduled as follows:

- January 13, 2026 10:00 a.m. or following other Board/Committee meetings
- February 10, 2026 10:00 a.m. or following other Board/Committee meetings

- March 10, 2026 10:00 a.m. or following other Board/Committee meetings
- April 14, 2026 10:00 a.m. or following other Board/Committee meetings
- May 12, 2026 10:00 a.m. or following other Board/Committee meetings
- June 16, 2026 10:00 a.m. or following other Board/Committee meetings
- July 13, 2026 9:00 a.m.
- August 18, 2026 10:00 a.m. or following other Board/Committee meetings
- September 15, 2026 10:00 a.m. or following other Board/Committee meetings
- October 13, 2026 10:00 a.m. or following other Board/Committee meetings
- November 17, 2026 10:00 a.m. or following other Board/Committee meetings

; and

BE IT FURTHER RESOLVED, That a public hearing is hereby scheduled for December 1, 2026, at 9:00 a.m., in the Boardroom, Administration Center, Hastings, Minnesota, to receive comments on the 2027-2031 Capital Improvement Program; and

BE IT FURTHER RESOLVED, That a public meeting is hereby scheduled for December 1, 2026, at 6:00 p.m., in the Boardroom, Administration Center, Hastings, Minnesota, to receive input on the 2025 levy and budget.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: 2026 Proposed Schedule in calendar format

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds

January 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
				HOLIDAY		
4	5	6	7	8	9	10
		CB / RRA / GGP				
11	12	13	14	15	16	17
		PDC Finance Work Session CSC				
18	19	20	21	22	23	24
	HOLIDAY	CB / GGP CDA (tentative)				
25	26	27	28	29	30	31
				MICA Annual Mtg. (tentative)		

Calendarlabs.com

February 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
		CB / GGP			Legislative Delegation Breakfast	
8	9	10	11	12	13	14
		PDC Finance Work Session CSC				
15	16	17	18	19	20	21
	HOLIDAY	CB / GGP (Leg.) CDA (tentative) Leg. Session starts				NACo Leg. Conf.
22	23	24	25	26	27	28
NACo Leg. Conf.	NACo Leg. Conf.	NACo Leg. Conf.				

Calendarlabs.com

March 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
		CB / GGP				
		AMC Leg. Conf.	AMC Leg. Conf.	AMC Leg. Conf.		
8	9	10	11	12	13	14
		GGP (Leg.) / PDC Finance Work Session CSC				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		CB / RRA / GGP (Leg.) CDA (tentative)				
	NAWB	NAWB	AMC Leadership Conf. NAWB	AMC Leadership Conf. NAWB	AMC Leadership Conf.	
29	30	31	1	2	3	4

Calendarlabs.com

April 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	31	1	2	3	4
5	6	7	8	9	10	11
		CB / GGP				
12	13	14	15	16	17	18
		GGP (Leg.) / PDC Finance Work Session CSC				
19	20	21	22	23	24	25
		CB / GGP (Leg.) CDA (tentative)				
26	27	28	29	30	1	2

Calendarlabs.com

May 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Calendarlabs.com

June 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

Calendarlabs.com

July 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1	2	3	4
					HOLIDAY Observed	HOLIDAY
5	6	7	8	9	10	11
		CB / GGP				
12	13	14	15	16	17	18
	Finance Work Session (full day)	PDC / CSC			NACo Annual Conf.	NACo Annual Conf.
19	20	21	22	23	24	25
		CB / RRA / GGP				
NACo Annual Conf.	NACo Annual Conf.	CDA (tentative)				
26	27	28	29	30	31	1

Calendarlabs.com

August 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	31	1
2	3	4	5	6	7	8
		CB / GGP				
9	10	11	12	13	14	15
		CB @ Dakota County Fair (10 AM)				
		Elections - Primary				
16	17	18	19	20	21	22
		PDC / Finance Work Session CSC CDA (tentative)				
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Calendarlabs.com

September 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	31	1	2	3	4	5
		CB / GGP				
6	7	8	9	10	11	12
	HOLIDAY					
13	14	15	16	17	18	19
		PDC Finance Work Session CSC	AMC FALL POLICY	AMC FALL POLICY		
20	21	22	23	24	25	26
		CB/ RRA / GGP Proposed Levy Adoption				
		CDA (tentative)				
27	28	29	30	1	2	3

Calendarlabs.com

October 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	1	2	3
4	5	6	7	8	9	10
		CB / GGP				
11	12	13	14	15	16	17
		PDC Finance Work Session CSC				
18	19	20	21	22	23	24
25	26	27	28	29	30	31
		CB / GGP				
		CDA (tentative)				

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November 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
		Election Day				
8	9	10	11	12	13	14
		CB / GGP	HOLIDAY			
15	16	17	18	19	20	21
		PDC Finance Work Session CSC CDA (tentative)				
22	23	24	25	26	27	28
				HOLIDAY	HOLIDAY	
29	30	1	2	3	4	5

Calendarlabs.com

December 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	1	2	3	4	5
		CB / GGP PDC / CSC Levy Public Hearing - 6 PM			Governance & Strategic Planning Workshop	
6	7	8	9	10	11	12
AMC Annual Conf.	AMC Annual Conf.	AMC Annual Conf.	AMC Annual Conf.			
13	14	15	16	17	18	19
		CB / RRA Final Levy Adoption CDA (tentative)				
20	21	22	23	24	25	26
					HOLIDAY	
27	28	29	30	31	1	2

Calendarlabs.com



Board of Commissioners

Request for Board Action

Item Number: DC-5165

Agenda #: 10.2

Meeting Date: 12/16/2025

DEPARTMENT: Human Resources

FILE TYPE: Consent Action

TITLE

Establishment Of 2026 Elected Officials' And County Manager's Compensation And Commissioner General Expense Allowance

PURPOSE/ACTION REQUESTED

Establish 2026 Elected Officials' and County Manager's compensation.

SUMMARY

Elected Officials' and County Manager compensation is reviewed annually. Elected Officials' 2026 compensation must be established before year-end due to statutory requirements that do not provide for retroactive compensation, and which specify that compensation must be set annually.

Proposed 2026 Elected Officials' and County Manager Compensation

All proposed salaries for 2026 have been computed based upon the proposed 2026 Unclassified Merit Compensation Policy and Plan ("Plan"), relevant statutory provisions and other pay increases provided to County staff. The 2026 salaries are initially established based upon the Unclassified Merit Compensation Policy and Plan. The proposed salaries actually payable in 2026 are established considering the Plan's policy which limits the salaries of the County Attorney and County Sheriff to the maximum compensation to be paid to the County Manager. The proposed Plan provides for a 0.0% to 8.25% base adjustment for 2026. For the purposes of elected officials' pay the annual salary will be issued in equal payments pursuant the number of annual pay dates in a given year commencing on the first Monday of the year through the Sunday proceeding the first Monday of the following year.

Under the Plan, a recommendation of the annual salary of County Commissioners for the next year shall be made by the Human Resources Director and County Manager and shall be based upon consistency with Dakota County's compensation structure for unclassified positions and/or other metro-area market considerations. The average pay increases for other metro area County Commissioners in 2026 is anticipated to range from 2 percent to 7 percent, averaging 4 percent. Based on this and with consideration of the cost of living increases experienced by County residents, including the Social Security cost of living increase for 2026, the recommendation for the County Commissioner 2026 salary is \$106,689.

Under the proposed Plan, the County Manager 2026 salary is \$281,450 and the Sheriff is \$237,146. The County Attorney 2026 salary is \$253,938, which is the maximum of the salary range. The amount of merit increase in excess of the range maximum, \$3,960, will be paid as a lump sum,

Process By Which A County Commissioner May Decline the 2026 Salary Increase

The Dakota County Board of Commissioners has established a process by which County Commissioners may individually decline their approved annual salary increase, in part or fully. The form to be used by a Commissioner to file an irrevocable notice to decline receipt of the proposed salary increase for 2026 is attached. A Commissioner who wishes to decline the approved salary increase, in part or in full, should complete, sign and return this form to the Human Resources Director prior to December 26, 2025, 4:30 p.m. This stipulation is included as a provision of the proposed 2026 Unclassified Employees' Compensation Plan.

RECOMMENDATION

Staff recommends adoption of the proposed resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding is included in the County Manager's recommended 2026 budget.

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

RESOLUTION

WHEREAS, the County Board will adopt the proposed 2026 Unclassified Employee Merit Compensation Policy and Plan provisions; and

WHEREAS, the County established a process within that Plan by which Elected Officials' and the County Manager's compensation is determined and it is necessary that proper compensation be established for all Elected Officials and the County Manager, pursuant to relevant provisions of the proposed 2026 Unclassified Employee Merit Compensation Policy and Plan; and

WHEREAS, it is the policy of Dakota County to provide equitable compensation and financial incentives.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby establishes in the context of and consistent with the proposed 2026 Unclassified Employees Merit Compensation Policy and Plan and other relevant provisions, Elected Officials' and County Manager's 2026 compensation as follows:

County Commissioner, \$106,689; County Manager, \$281,450; County Attorney, \$253,938 plus a \$3,960 lump sum; County Sheriff, \$237,146; 2026 payable compensation per current policy:

COUNTY COMMISSIONER	*\$106,689
COUNTY MANAGER	\$281,450
COUNTY ATTORNEY	\$253,938 + \$3,960 lump sum
COUNTY SHERIFF	\$237,146

* Prior to 4:30 p.m. on December 19, 2025, a County Commissioner may file with the Human Resources Director an election to decline part, or all their 2026 salary increase. For any Commissioner filing such a declination of part of their 2026 salary increase shall receive their elected portion. A Commissioner filing a declination of their full increase, the 2026 compensation level shall be *\$103,582; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners, in accordance with Minn. Stat. 383D.05, hereby establishes a Commissioner car/expense allowance for 2026 in the amount of \$7,000 per year per Commissioner.

PREVIOUS BOARD ACTION

24-577; 12/3/24

ATTACHMENTS

Attachment: Salary Declination Form

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish

DAKOTA COUNTY BOARD OF COMMISSIONERS

Notice of Intent to Decline 2026 Salary

Commissioner:

Decline full 2026 salary increase

- ☐ I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive the 2026 salary established by the County Board on December 16, 2025 and elect to receive in 2026 the 2025 salary established by the County Board. I understand that this statement must be filed with the Employee Relations Director no later than December 19, 2025.

Decline part of the 2026 salary increase

- ☐ I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive part of the 2025 salary established by the County Board on December 16, 2025. Rather than the full increase, I elect to receive a _____% salary increase in 2026. I understand that this statement must be filed with the Employee Relations Director no later than December 19, 2025.

Signature:

Date:



Board of Commissioners

Request for Board Action

Item Number: DC-5071

Agenda #: 11.1

Meeting Date: 12/16/2025

/DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute Interagency Cooperative Agreement Between Minnesota Department Of Children Youth And Families, Child Support Division, And Dakota County

PURPOSE/ACTION REQUESTED

Authorize execution of an Interagency Cooperative Agreement between the Minnesota Department of Children Youth and Families (DCYF), Child Support Division and Dakota County for the Title IV-D Program.

SUMMARY

This Cooperative Agreement sets forth respective responsibilities in providing services necessary to the operation of the child support program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b, and meets the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34 (Attachment: Cooperative Agreement CY 26-27). Such services include establishing paternity and establishing, modifying, and securing financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act program.

Title IV-D of the Social Security Act requires a Cooperative Agreement between Dakota County and other county entities that are a party to this Cooperative Agreement, namely the County Attorney and County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support program (Attachment: Cooperative Arrangement CY 26 - 27). The County may be reimbursed for administrative expenses incurred as a result of the activities performed under this agreement pursuant to state and federal law. The total cost of the Dakota County Child Support program in 2024 was \$7,447,748.

The amount budgeted for eligible Title IV-D cases and related services provided by the County Attorney in the budget year preceding this contract was \$2,399,802 and the total estimated cost for 2026 is \$2,523,055 and is \$2,651,731 for 2027. Staff is estimating a 5.1 percent increase to county attorney expenses for both 2026 and 2027 due to the contract negotiations that include a cost of living and merit pay increases. The amount budgeted for eligible Title IV-D cases' services provided by the County Sheriff in the budget year preceding this contract was \$9,525. The total estimated cost for 2026 is \$9,811, and for 2027 is \$10,105. Staff is calculating the standard 3 percent increase for the sheriff expenses as these costs have remained low in previous years.

OUTCOMES

Federal Fiscal Year (FFY) 2024:

How much? Dakota County served 10,271 child support cases and distributed \$37,964,917 in support payments.

How well? 50 percent of child support recipients never received cash public assistance, 43 percent formerly received cash assistance and 7 percent were receiving cash assistance. Dakota County performs better than the state average in program cost effectiveness (Dakota: \$3.06/\$1.00; State Average: \$2.65/\$1.00).

Is anyone better off? Of the \$40,307,673 in current support due, \$28,559,173 (70.85%) was distributed to families in the month due. The percentage of children in the child support caseload born out of wedlock with paternity established was 92.18 percent. The average annual child support distribution for families with a court order for support was \$4,294, 23 percent more than the state average of \$3,475.

RECOMMENDATION

Staff recommends authorization to execute an Interagency Cooperative Agreement with DCYF, Child Support Division, for the period of January 1, 2026 through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Expenses and revenues associated with this cooperative agreement are included in the 2026 County Manager's Recommended Budget as part of the Employment and Economic Assistance department budget in the General Fund. These expenses are eligible for 66 percent reimbursement.

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

RESOLUTION

WHEREAS, the Cooperative Agreement sets forth respective responsibilities in providing services necessary to the operation of the child support program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b, and meets the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34; and

WHEREAS, such services include establishing paternity and establishing, modifying, and securing financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act program; and

WHEREAS, Title IV-D of the Social Security Act requires a Cooperative Agreement between Dakota County and other county entities that are a party to this Cooperative Agreement, namely the County Attorney and County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support program; and

WHEREAS, the County may be reimbursed for administrative expenses incurred as a result of the activities performed under this agreement pursuant to state and federal law; and

WHEREAS, the total cost of the Dakota County Child Support program in 2024 was \$7,447,748; and

WHEREAS, the amount budgeted for eligible Title IV-D cases and related services provided by the County Attorney in the budget year preceding this contract was \$2,399,802; and

WHEREAS, the total estimated cost for 2026 is \$2,523,055 and is \$2,651,731 for 2027; and

WHEREAS, we are estimating a 5.1 percent increase to county attorney expenses for both 2026 to 2027 due to the contract negotiations that include a cost of living and merit pay increases; and

WHEREAS, the amount budgeted for eligible Title IV-D cases' services provided by the County Sheriff in the budget year preceding this contract was \$9,525; and

WHEREAS, the total estimated cost for 2026 is \$9,811, and for 2027 is \$10,105; and

WHEREAS, we are calculating the standard 3 percent increase for the sheriff expenses as these costs have remained low in previous years.

NOW, THEREFORE, BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes execution of a Cooperative Agreement with the Minnesota Department of Children Youth and Families for Title IV-D Services for the period of January 1, 2026 through December 31, 2027.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Cooperative Agreement CY 26-27

Attachment: Cooperative Arrangement CY 26-27

BOARD GOALS

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

CONTACTS

Department Head: Mark Jacobs

Author: Amy Shillings

State of Minnesota – County
Child Support Program
Cooperative Agreement

CY 2026-2027

**STATE OF MINNESOTA-COUNTY COOPERATIVE AGREEMENT COVERING THE
ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Children, Youth, and Families

Child Support and

_____ **County**

TABLE OF CONTENTS

1.	Definitions.....	1
1.1	Administrative Instructions	
1.2	Business Day.....	2
1.3	Calendar Day	
1.4	Central Registry	
1.5	Cooperating Agency	
1.6	Cooperative Arrangement	
1.7	Cooperative Agreement Manager	
1.8	Cooperative Agreement Review Committee	
1.9	County Attorney	
1.10	County Sheriff	
1.11	Governing Board of a County	
1.12	IV-D Program	3
1.13	Participant	
1.14	Parties	
1.15	PRISM	
1.16	Program Instructions	
1.17	IV-D Program Requirements	
1.18	State Disbursement Unit	
1.19	User Documentation	
2.	Appointment of Cooperative Agreement Manager	
2.1	Contact Information for Cooperative Agreement Managers	
3.	COUNTY's Duties and Responsibilities	4
3.1	General Requirements	
3.1.1	Policy Conflict	
3.2	Provide Services	
3.2.1	Provide Customer Service	
3.3	Hold Harmless	
3.4	Cooperative Arrangements.....	5
3.5	Purchase of Service Agreements	
3.6	Notification of Appeals	
3.6.1	Notice of Substantive Adverse Decisions.....	6
3.7	Internet Access	
3.8	Provide Information	
3.9	Information Technology Security	
3.9.1	COUNTY Security Officer	
3.9.2	Security Policies, Procedures and Guidelines	
3.10	Cooperation with Other Agencies	
3.11	Providing Resources to Improve Support in Minnesota (PRISM)	
3.11.1	Maintain Automation Equipment	
3.11.2	No Alteration of Software	
3.11.3	Authorized Access to Automation Equipment.....	7
3.12	Cost-Sharing Allocation Plan	
3.13	Maintain PRISM Financial Records	
3.13.1	Enter Court Order and Balance Information	
3.13.2	Receipt and Disbursement (R&D) Adjustments	
3.14	Failure to Maintain PRISM Financial Records	
3.15	Reimbursement for Failure to Follow Policy and Instructions	
3.16	Collections, Receipts, and Disbursements	
3.17	Records Maintenance	

3.18	Confidentiality of Records.....	8
3.18.1	Cooperating Agencies and Compliance with Regulations.....	
3.18.2	Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.	
3.18.3	Other Parties Requesting Access to PRISM or PRISM Information.....	9
3.18.4	Not a “Business Associate Agreement.”	
3.19	Federal Parent Locator Service	
3.20	IRS Cooperative agreement Language for General Services.....	10
3.20.1	Performance	
3.20.2	Criminal/Civil Sanctions.....	11
3.20.3	Inspection.....	12
3.21	Bonding.....	13
4.	STATE’s Duties and Responsibilities	
4.1	General Requirements.....	13
4.2	Child Support Division (CSD) Memos/Child Support Bulletins	
4.3	Program Instructions	
4.3.1	Program Instruction Change	
4.3.2	Reasonable Time Period to Implement.....	14
4.3.3	Extension of Time Period to Implement	
4.4	Monitoring	
4.5	Comprehensive Training	
4.6	Information to the Public	
4.7	Standard Cooperative Agreements	
4.8	Central Registry	
4.9	PRISM Maintenance	
4.10	PRISM Enhancement	
4.11	Ownership of Software.....	15
4.12	Tax Intercept	
4.13	New Hire Reporting	
4.14	Provide Direct Program Assistance to COUNTY	
4.15	Delegation of Authority	
4.16	Confidentiality of Records	
5.	Procurement	
5.1	Equipment	
6.	Allocations	
6.1	Standards of Performance and Performance Based Allocation	
6.2	County Contribution	
7.	Funding	16
8.	Federal Reimbursement	
8.1	County Income Maintenance Claims	
8.1.1	County-Wide Indirect Claim.....	17
8.2	Adjusted Reimbursement Claims	
8.3	Non-Compliance	
8.3.1	Compliance Review	
8.3.2	Advance Notice.....	18
8.4	Disallowances	
8.5	Conditions of Payment.	
8.6	Payment Recoupment	

9.	Program Operation: Records, Reporting, Monitoring and Security	
9.1	Record Keeping Requirements	
9.2	Records Maintenance	
9.3	Records Availability	19
9.4	Federal or State Authority to Review Documents	
9.5	Records Security and Access	
10.	Annual Audit	
10.1	Compliance with Single Audit Act	
10.2	State Audits	
10.3	Audit Disallowance	
10.3.1	COUNTY's Liability	
10.3.2	Fiscal Sanction.....	20
10.4	Audit Adjustments	
10.4.1	Audit Adjustment Determination	
10.4.2	Payment Adjustments	
11	Administrative Review	
11.1	Review Process	
11.2	Administrative Appeal.....	21
11.2.1	Notice of Demand for Appeal	
11.2.2	Process	
11.2.3	Policy Disputes: Limited Reimbursement Guarantee	
12.	General Provisions	
12.1	Lobbying Certification	22
12.2	Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions Debarment Certification	
12.2.1	Subcontractor Debarment	.
12.3	Prohibitions on Weapons	
12.4	Provisions of Services and Programs.....	23
12.4.1	Funding Limitations	
12.4.2	COUNTY Funding	
12.4.3	Lawful Power and Duties	
12.5	Data Disclosure	
12.6	Liability	
12.7	Voter Registration Requirement	
12.8	Conditions on the Parties' Obligations	
12.9	Governing Law, Jurisdiction, and Venue.....	24
12.10	Severability	
12.11	Assignment, Amendments, Waiver, Cooperative Agreement Complete	
12.11.1	Assignment	
12.11.2	Amendments	
12.11.3	Waiver	
12.11.4	Cooperative Agreement Complete	
12.11.5	Effective Date	
	Signature Page	25
	Attachment A: Cooperative Arrangement (a separate document)	
	Attachment B: Certification Regarding Lobbying.....	26
	Attachment C: Disclosure of Lobbying Activities.....	27
	Attachment D: Certification Regarding Debarment and Suspension.....	30

**CY 2026-2027 STATE OF MINNESOTA-COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Children, Youth, and Families

Child Support Division And

_____ County

THIS COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2026, through December 31, 2027, by and between the Minnesota Department of Children, Youth, and Families, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency" or "IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, STATE is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

1. Definitions. The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

1.1 Administrative Instructions. Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** “PRISM” means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
- 1.18 State Disbursement Unit (SDU).** “SDU” means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.19 User Documentation.** User documentation is material contained in STATE’s eMilo and SIR MILO websites and available at www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE’s Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY’s Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

STATE: Michele Schreifels, Director Michele.Schreifels@state.mn.us, CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-539-7907, or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2026. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under this policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2026, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

3.5 Purchase of Services Agreements. As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

3.6 Notification of Appeals. With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
- Data Practices Manual;
 - Information Policy Standards;
 - Program instructions; and
 - Office of Information Security instructions.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.
- 3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.
- 3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
 - 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
 - 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Children, Youth, and Families written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor

compliance with reporting instructions.

3.18 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and IRS Publication 1075), and that its use of PII by employees is appropriately monitored.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service. Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Services. The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by IRS Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 2.E.6.2 and 1.9.4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

(2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

(3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

3.20.3 Inspection. The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

3.21 Bonding. In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

- 4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.
- 4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.
- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 142A.29.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE-owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.84.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for

Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:
 - (a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by

Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

9.3 Records Availability. All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

9.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

9.5 Records Security and Access. Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

10.1 Compliance with Single Audit Act. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.2 State Audits. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Children Youth and Families at the following address: CSD Division Deputy Director, 444 Lafayette

Road North, St. Paul, MN 55155. The CSD Division Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to the Department of Children, Youth, and Families (DCYF) for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DCYF Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

11.2.2 Process. The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DCYF Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.2.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any debarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding debarment are **Attachment D**.

12.3 Prohibition on Weapons. The COUNTY shall comply with all terms of the Department of Children, Youth, and Families (DCYF) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DCYF weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: "*Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”

The DCYF weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.4 Provisions of Services and Programs.

12.4.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.4.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.4.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.5 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

12.6 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.7 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.8 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.9 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.10 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.11.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.11.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.11.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.11.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.11.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows**

IN WITNESS WHEREOF, the STATE and the COUNTY agree to the terms and conditions of and have executed this Cooperative Agreement as of the day and year first above written, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

APPROVED:

1. COUNTY

Individual certifies that they are authorized to execute this Cooperative Agreement on behalf of the County.

By: _____

Printed Name: _____

Title: _____

2. MINNESOTA DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

With delegated authority

By: _____

Printed Name: Michele Schreifels

Title: Director, Child Support Division

3. Department of Administration

By: _____

Date: _____

Admin ID: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By _____
(Signature of Official Authorized to Sign Application)

Print Name Title

For: _____
Name of Provider County

Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> if known: Congressional District, if known: <input type="text"/>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/> Congressional District, if known: <input type="text"/>
6. Federal STATE/Agency: <input type="text"/>	7. Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <input type="text"/>	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <input type="text"/>	
11. Amount of Payment (check all that apply): \$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify: <input type="text"/>
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/>		<input type="text"/>
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <input type="text"/>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Date: <input type="text"/>

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity:

Page

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INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is amaterial change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT A
CY 2026-2027 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT
WITH
_____ OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF and COUNTY ATTORNEY

The _____ Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the _____ Attorney (hereinafter, "County Attorney"), and the _____ Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Children, Youth, and Families, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2026**, and will expire on **December 31, 2027**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Children, Youth, and Families, Child Support Division.
- F. **DCYF.** "DCYF" means the Minnesota Department of Children, Youth, and Families
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DCYF' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. ***Applicable Laws and Policies.*** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. ***Monitoring and Corrective Action.*** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. ***FFP Reimbursement for Child Support Activities.*** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. ***COUNTY's Duties, Functions, and Responsibilities.*** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DCYF, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. ***Confidentiality.*** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party’s employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY’s responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney’s Office, and (c) the County Sheriff’s Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1;
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the “minimum necessary” access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.*

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DCYF Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DCYF Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DCYF may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. *Duties of the County Attorney.* The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DCYF, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DCYF with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

C. *County Attorney Performance Standards.* The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
 3. Communicate with the COUNTY concerning child support cases prior to hearings;
 4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
 5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
 6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
 7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
 8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DCYF.
- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was

_____.

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2026: total estimated cost of _____

2027: total estimated cost of _____

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

Overwrite & enter description of Attorney costs if they are > 3% of prior year budget. Otherwise enter "NA" in this field.

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

E. *Reimbursement Terms to the County Attorney.*

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. *Duties of the COUNTY.* The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. *Duties of the County Sheriff.* The County Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants:
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. Security Services:
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services:
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. Process Service
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.
- 2. Execution of Warrants
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
- 3. Locate Services
 - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
- 4. Security Services
 - a. With advanced notice, provide special security service to the COUNTY and to the courts.
- 5. Other Services
 - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
 - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
 - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
 - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
 - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Children, Youth, and Families.

D. *Reimbursement to the County Sheriff.*

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted

amount identified above, increased by a cost of living adjustment of 3% per year.

2026: total estimated cost of _____

2027: total estimated cost of _____

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

**Overwrite & enter description of Sheriff costs > 3% of prior year budget.
Otherwise, enter "NA" in this field.**

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

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SIGNATURE PAGE FOLLOWS

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN
THIS COOPERATIVE ARRANGEMENT.**

Parties:

NOTE: Date Stamp is included
in Electronic Signature.

COUNTY NAME

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Printed Name

Title

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

Printed Name

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Printed Name

Approved By:

SIGNATURE of Director, Minnesota Child Support
Division, Children and Family Services,
Minnesota Department of Children, Youth, and Families

Michele M. Schreifels

Printed Name



Board of Commissioners

Request for Board Action

Item Number: DC-5127

Agenda #: 11.2

Meeting Date: 12/16/2025

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Subcontractor Agreement With Independent School District 196

PURPOSE/ACTION REQUESTED

Authorize execution of a subcontractor agreement with Independent School District 196 (ISD 196) to provide data and consultation for Dakota County to meet its financial reporting and payment agent (FRAPA) duties from January 1, 2026 through June 30, 2027.

SUMMARY

By Resolution No. 05-601 (November 29, 2005), the Dakota County Board of Commissioners authorized a joint powers agreement between the County of Dakota, Dakota County School Districts, and the Scott-Carver-Dakota Community Action Partnership Agency, Inc., for the purpose of establishing a Dakota County Integrated Children's Mental Health and Family Service Collaborative (Collaborative) in which Dakota County agreed to serve as Fiscal Agent Host for the Dakota County Collaborative.

The County entered into a contract with the Minnesota Department of Human Services (DHS) to administer the Local Collaborative Time Study (LCTS), which is Minnesota's federally approved claiming mechanism for Medicaid and Title IV-E administrative reimbursement for approved Minnesota's Family Services and Children's Mental Health Collaboratives, the FRAPA from July 1, 2022 through June 30, 2027. As part of the LCTS Contract, the County is the FRAPA and responsible for administering the LCTS on behalf of the Collaborative, and reporting on all LCTS funds to DHS. The LCTS Contract cannot be assigned, and the County's duties as the FRAPA cannot be delegated or assumed by ISD 196. The County would like to subcontract with ISD 196 to meet those requirements.

The purpose of the Collaborative is to foster collaborative prevention and early intervention efforts to improve the stability and health of all children ages birth to age 18, or children birth to age 22 with disabilities, and their families through the coordination of multi-agency services and informal and formal supports within the community.

Dakota County has received approximately \$75,000 annually from the Collaborative to pay for a portion of the Collaborative's Coordinator's salary in support of day-to-day operations to carry out the Collaborative Governing Board's directives. The county has also provided Legal, Risk Management, Contracts, Fiscal, Audit, Budget, and Administrative Operations services as in-kind contribution.

Dakota County Social Services staff evaluated the Fiscal Agent role and determined the following:

- Social Services budget constraints required the elimination of FTE in non- mandated services, which included the Collaborative Coordinator position; and
- Amount of time and resources being put toward the Collaborative; and
- Issues related to the County's liability in serving as the Fiscal Agent to the Collaborative.

On June 3, 2025, written notice was provided to the Collaborative Chair indicating that the County will no longer provide coordination services and serve as the Collaborative Fiscal Agent.

On August 27, 2025, the Collaborative Governing Board unanimously approved ISD 196 to assume the Collaborative Fiscal Agent and Collaborative Coordinator role for the Collaborative effective January 1, 2026 (Attachment: Subcontractor Agreement).

RECOMMENDATION

Staff recommends authorization to execute a subcontractor agreement with ISD 196 to provide data and consultation for Dakota County to meet its financial reporting and payment agent duties from January 1, 2026 through June 30, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

The overall impact of this action is a reduction of \$145,003 of expenditures in the General Fund, due to the elimination of the Collaborative Coordinator position. Additionally, there is a reduction in revenues of \$75,000 associated with this JPA that the County will no longer collect. The fiscal impact of this recommendation is included in the County Manager's 2026 Recommended Budget.

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

RESOLUTION

WHEREAS, by Resolution No. 05-601 (November 29, 2005), the Dakota County Board of Commissioners authorized a joint powers agreement between the County of Dakota, Dakota County School Districts, and the Scott-Carver-Dakota Community Action Partnership Agency, Inc., for the purpose of establishing a Dakota County Integrated Children's Mental Health and Family Service Collaborative (Collaborative) in which Dakota County agreed to serve as Fiscal Agent Host for the Dakota County Collaborative; and

WHEREAS, the County entered into a contract with the Minnesota Department of Human Services (DHS) to administer the Local Collaborative Time Study (LCTS), which is Minnesota's federally approved claiming mechanism for Medicaid and Title IV-E administrative reimbursement for approved Minnesota's Family Services and Children's Mental Health Collaboratives, the Financial Reporting and Payment Agent (FRAPA) from July 1, 2022 through June 30, 2027; and

WHEREAS, as part of the LCTS Contract, the County is the FRAPA and responsible for administering the LCTS on behalf of the Collaborative, and reporting on all LCTS funds to DHS; and

WHEREAS, the LCTS Contract cannot be assigned, and the County's duties as FRAPA cannot be delegated or assumed by ISD 196; and

WHEREAS, the County would like to subcontract with ISD 196 to meet those requirements; and

WHEREAS, the purpose of the Collaborative is to foster collaborative prevention and early intervention efforts to improve the stability and health of all children ages birth to age 18, or children birth to age 22 with disabilities, and their families through the coordination of multi-agency services and informal and formal supports within the community; and

WHEREAS, Dakota County has received approximately \$75,000 annually from the Collaborative to pay for a portion of the Collaborative's Coordinator's salary in support of day-to-day operations to carry out the Collaborative Governing Board's directives; and

WHEREAS, the county has also provided Legal, Risk Management, Contracts, Fiscal, Audit, Budget, and Administrative Operations services as in-kind contribution; and

WHEREAS, Dakota County Social Services staff evaluated the Fiscal Agent role and determined the following:

- Social Services budget constraints required the elimination of FTE in non- mandated services, which included the Collaborative Coordinator position; and
- Amount of time and resources being put toward the Collaborative; and
- Issues related to the County's liability in serving as the Fiscal Agent to the Collaborative; and

WHEREAS, on June 3, 2025, written notice was provided to the Collaborative Chair indicating that the County will no longer provide coordination services and serve as the Collaborative Fiscal Agent; and

WHEREAS, on August 27, 2025, the Collaborative Governing Board unanimously approved ISD 196 to assume the Collaborative Fiscal Agent and Collaborative Coordinator role for the Collaborative effective January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a subcontractor agreement with Independent School District 196 to provide data and consultation for Dakota County to meet its fiscal reporting and payment agent duties from January 1, 2026 through June 30, 2027, substantially as presented to the Community Services Committee of the Whole on December 16, 2025, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

05-601; 11/29/2005

ATTACHMENTS

Attachment: Subcontractor Agreement

BOARD GOALS

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

CONTACTS

Department Head: Nikki Conway

Author: Michelle Jensen

LCTS SUB-CONTRACTOR AGREEMENT

This Agreement is between the COUNTY OF DAKOTA, STATE OF MINNESOTA ("COUNTY"), on behalf of the Dakota County Social Services Department, 1 Mendota Rd W, West St Paul, MN 55118 ("DEPARTMENT" or "DCSS"), and Independent School District No. 196 14445 Diamond Path W, Rosemount, MN 55124 ("SUB-CONTRACTOR").

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Section 256M.01 to 256M.90 as now in force or as hereafter enacted, COUNTY has identified a certain population within Dakota County who need administrative and/or case management services; and

WHEREAS, pursuant to the contract between Dakota County and the Minnesota Department of Human Services Contract To Participate in the Local Collaborative Time Study ("LCTS"), Dakota County Contract # 213564 executed 6/23/2022, ("LCTS Contract") COUNTY is authorized to implement the LCTS Contract; and

WHEREAS, the LCTS Contract provides that COUNTY and others will act cooperatively to enhance federal funding to local children's mental health collaboratives and family service collaboratives; and

WHEREAS, COUNTY requires the assistance of certain local entities in providing administrative services under Titles IV-E and XIX of the Social Security Act, and in creating or implementing a family service collaborative and a children's mental health collaborative as specified in the LCTS Contract, for purposes of calculating the amount of federal funds earned by a collaborative and SUB-CONTRACTOR under said Act, and/or administering said funding on behalf of a collaborative; and

WHEREAS, SUB-CONTRACTOR represents it is qualified and willing to participate in a family service collaborative and a children's mental health collaborative (Collectively referred to as the "Dakota County Collaborative" or as "CMHC and FSC") and to perform the services set forth herein; and

WHEREAS, SUB-CONTRACTOR will best serve the needs of the identified target population by furnishing services;

NOW, THEREFORE, COUNTY and SUB-CONTRACTOR agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2026, and expire on June 30, 2027, unless cancelled or terminated earlier in accordance with the provisions herein.

2. DESCRIPTION OF SERVICES

SUB- CONTRACTOR will provide Contracted Services as described in EXHIBIT C: SUB-CONTRACTOR DUTIES AND FINANCIAL INFORMATION.

3. PAYMENT FOR SERVICES

SUB-CONTRACTOR shall receive payment for their services under this Agreement in an amount authorized by the Dakota County Collaborative.

4. METHOD OF PAYMENT

- A. COUNTY shall act as over-all fiscal agent for the LCTS and the CMHC and FSC and will receive and distribute, according to the written policies of the CMHC and FSC, any quarterly reimbursements of LCTS funds made by the federal government through the State of Minnesota. COUNTY will maintain an integrated fund from which disbursements are made according to any written policies of the CMHC and FSC.
- B. COUNTY shall make all required reports to the State, CMHC and FSC according to the terms of the LCTS Contract. SUB-CONTRACTOR agrees and understands that COUNTY must receive all data, reports and information (from SUB-CONTRACTOR) as required by the LCTS Contract to comply with the reporting requirements of the LCTS Contract.

5. ADDITIONAL DOCUMENTS

The “LCTS Contract” is attached as EXHIBIT A: LCTS Contract. Definitions pertaining to the SUB-CONTRACTOR contract are attached as EXHIBIT B. SUB-CONTRACTOR’s services are described in EXHIBIT C: SUB-CONTRACTOR DUTIES AND FINANCIAL INFORMATION. The Dakota County Collaborative “Joint Powers Agreement” is attached as Exhibit D: Joint Powers Agreement.

6. INDEPENDENT CONTRACTOR

SUB-CONTRACTOR shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting SUB-CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. SUB-CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement. SUB-CONTRACTOR will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of SUB-CONTRACTOR or other persons while engaged in the performance of any work or services required by SUB-CONTRACTOR under this Agreement shall have no contractual relationship with COUNTY, and shall not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of SUB-CONTRACTOR’s personnel, including without limitation, claims that arise out of unemployment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota

Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes, Chapter 176), or claims of discrimination arising out of state, local, or federal law, against SUB-CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

7. ADDITIONAL UNDERSTANDINGS

INTENTIONALLY OMITTED

8. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES

A. Records

(1) SUB-CONTRACTOR shall maintain the following records:

(a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by COUNTY. All financial transactions must have original supporting documentation.

(b) An Accounting Policy and Procedure Manual as part of a sound financial accounting system.

(2) SUB-CONTRACTOR shall maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by COUNTY or its ultimate sources of funds, SUB-CONTRACTOR shall retain records for the period requested.

B. Reports and Information Requirements

(1) SUB-CONTRACTOR shall submit the following reports:

(a) Annual program-specific Line Item Revenue and Expense Statements and Administrative Allocation Schedule, including methodology used, within thirty (30) days after the end of the reporting period, unless otherwise indicated in writing by COUNTY.

(b) If an independent audit is performed, SUB-CONTRACTOR shall submit a copy to COUNTY.

(c) SUB-CONTRACTORS who meet the threshold of federal expenditures as set forth by the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), must submit a copy of their independent financial statement audit report(s) and a "Single Audit", within thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, whichever occurs first.

(2) COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

C. Audit and Monitoring Procedures

(1) COUNTY, the state of Minnesota, the U.S. Department of Health and Human Services, and the State Auditor or any of their duly authorized representatives during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of SUB-CONTRACTOR which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and with Minnesota Statutes, section 16C.05, subd. 5, now in force or as hereafter enacted. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

(2) The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made within the hours of operation of SUB-CONTRACTOR.

(3) COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

9. RECORDS

Subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of SUB-CONTRACTOR and involve transactions relating to this Agreement.

SUB-CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

10. COMPLIANCE

- A. When required, SUB-CONTRACTOR shall work with vendors or other subcontractors who are and remain licensed by the state of Minnesota during the term of this Agreement, if applicable. COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.
- B. SUB-CONTRACTOR shall notify the Contract Manager upon receipt of notice of conditional license or license revocation even if notices are under appeal. This is in addition to any other notification requirements.
- C. When licensing is required, loss of the same shall be cause for cancellation/termination of this Agreement effective as of receipt of notice of cancellation/termination, other provisions for cancellation/termination of this Agreement notwithstanding.
- D. The Parties shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- E. SUB-CONTRACTOR certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. SUB-CONTRACTOR shall immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the state of Minnesota or the federal government.
- F. SUB-CONTRACTOR certifies it will comply with the Single Audit Act and OMB Uniform Grant Guidance, now in force or as subsequently amended, as applicable. All sub-recipients expending \$750,000 or more of federal funds in a fiscal year shall complete financial and compliance audits made in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. Failure to comply with these requirements may result in forfeiture of federal funds.
- G. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, SUB-CONTRACTOR is bound by and shall comply with applicable law, rules, regulations, applicable documentation, other COUNTY directives relating to the source and utilization of such funds, and, as applicable, the Federal Award Contract Provisions Addendum.
- H. SUB-CONTRACTOR agrees to comply with applicable state of Minnesota Rules governing social services currently in force or later enacted.

11. DATA PRIVACY AND SECURITY

- A. The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the

Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, the parties agree that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. Each party shall promptly notify the other if the party becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this clause.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

If either party has access to or possession/control of the other party's data, the party shall safeguard and protect the data in accordance with generally accepted industry standards and all laws. Each party shall immediately notify the other party of any known or suspected security breach or unauthorized access to the other party's data, then comply with all responsive actions determined to be necessary.

- B. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, the parties shall each specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law. Each party shall notify the other of the name of the Responsible Authority.
- C. COUNTY may, in its sole discretion, grant SUB-CONTRACTOR limited access to COUNTY computer/data systems, including but not limited to COUNTY computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, SUB-CONTRACTOR and all SUB-CONTRACTOR personnel with access to County Systems: (i) shall secure and safeguard all access and authentication information related to County Systems, including but not limited to usernames, passwords, and other applicable authentication information related to County Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to SUB-CONTRACTOR's duty to comply with applicable law and regulations and SUB-CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, SUB-CONTRACTOR's access to County Systems shall be subject to the following: (i) SUB-CONTRACTOR shall notify all personnel with access to County Systems of the

obligations imposed by this Agreement; (ii) personnel performing on behalf of SUB-CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY (iii) SUB- CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (iv) if any SUB-CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, SUB-CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. COUNTY may terminate, deny or revoke access to County Systems at any time and without notice. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

D. Upon expiration, cancellation or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, SUB-CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits SUB-CONTRACTOR to retain copies of the County Data, SUB-CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, SUB-CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, SUB-CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

12. NON-DISCRIMINATION

- A. COUNTY encourages SUB-CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in SUB-CONTRACTOR's workplace.
- B. SUB-CONTRACTOR shall abide by COUNTY's HIV/AIDS Policy which provides that no employee, applicant, or Eligible Person shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. SUB-CONTRACTOR shall assure that COUNTY Eligible Persons in contracted programs and SUB- CONTRACTOR's employees in COUNTY-contracted programs are afforded the same treatment with regard to HIV/AIDS as persons

directly employed or served by COUNTY.

- C. SUB-CONTRACTOR shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Persons. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Persons such as language, racial/ethnic background and social/religious background. SUB-CONTRACTOR shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Persons receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.
- D. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:
 - (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by SUB-CONTRACTOR under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by SUB-CONTRACTOR.
- E. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by SUB-CONTRACTOR as a private entity operating a service as a public accommodation.
- F. SUB-CONTRACTOR guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.
- G. SUB-CONTRACTOR shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel, including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

13. CONTRACT MANAGEMENT AND DISPUTES

- A. In the event of a dispute the parties will consult with the Department of Human Services and meet in good faith to discuss the dispute and attempt to reach a mutual resolution.
- B. This disputes clause does not preclude consideration of questions of law.

- C. Jurisdiction and Venue. The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Dakota, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

14. INDEMNIFICATION

- A. Each party shall be liable for its own acts and the results thereof, and to the extent authorized by law shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for state agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of state agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.
- B. Duty to Notify: Each party shall promptly notify the other party of any demand, claim, action, cause of action or litigation brought against the notifying party, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. Each party shall also notify the other party whenever the notifying party has a reasonable basis for believing that the party and/or its employees, officers, agents or subcontractors, and/or the other party, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

16. INSURANCE

Each party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

17. MERGER, MODIFICATION, AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall

prevail.

- B. SUB-CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. SUB-CONTRACTOR OBLIGATIONS

- A. SUB-CONTRACTOR shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. SUB-CONTRACTOR shall immediately notify COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, COUNTY and SUB-CONTRACTOR shall determine whether such inability will require a modification, cancellation or termination of this Agreement.
- B. When requested, SUB-CONTRACTOR will provide COUNTY with any proper documentation that is necessary for COUNTY to complete forms and reports in compliance with regulations of state and federal agencies or other funding sources.
- C. SUB-CONTRACTOR will comply with all the provisions of:
 - (1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, Chapter 260E, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
 - (2) The Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
- D. SUB-CONTRACTOR affirms that to the best of SUB-CONTRACTOR's knowledge, SUB-CONTRACTOR's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to SUB-CONTRACTOR, SUB-CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether SUB-CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

- E. If any Minnesota laws, including but not limited to Minnesota Rules, part
- LCTS Sub-Contractor Agreement – ISD 196

9525.1870, so require, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.

- F. Each party shall inform the other, in writing, of key staff changes within thirty (30) days after occurrence.

19. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. SUB-CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. As required by Minnesota Statutes, section 471.425, subd. 4a, SUB-CONTRACTOR shall pay any subcontractor within ten (10) days of SUB-CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor and SUB-CONTRACTOR shall comply with all other provisions of that statute.

20. NOTICES

- A. SUB-CONTRACTOR shall provide contact information, including a current email address, for their assigned contact person to the Contract Manager and further shall notify the Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.
- B. Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to SUB-CONTRACTOR shall be sent to SUB-CONTRACTOR's assigned contact person at the address stated in the opening paragraph of this Agreement or the address stated in SUB-CONTRACTOR's Form W-9 provided to COUNTY.

21. DEFAULT AND CANCELLATION/TERMINATION

- A. If SUB-CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless SUB-CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until SUB-CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to SUB-CONTRACTOR.
- B. Notwithstanding any provision of this Agreement to the contrary, SUB-CONTRACTOR shall remain liable to COUNTY for damages sustained by

COUNTY by virtue of any breach of this Agreement by SUB-CONTRACTOR. Following notice from COUNTY of the claimed breach and damage, SUB-CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient; or (iv) if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) days' written notice.
- G. After receipt of a notice of cancellation/termination, and except as otherwise directed, SUB-CONTRACTOR shall:
 - (1) Discontinue provision of Contracted Services under this Agreement on the date, and to the extent specified, in the notice of cancellation/termination.
 - (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.
 - (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts had been approved in writing by COUNTY.

- (4) Notify in writing all Eligible Persons and any other counties of financial responsibility of the cancellation/termination of this Agreement.

H. SUB-CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

22. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES; DATA PRIVACY AND SECURITY; CONTRACT MANAGEMENT AND DISPUTES; INDEMNIFICATION; INSURANCE; INDEPENDENT CONTRACTOR; AND DEFAULT AND CANCELLATION/TERMINATION.

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SUB-CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of SUB-CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

SUB-CONTRACTOR - Independent School District No. 196

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Sub-Contractor).

By: _____

Title: _____

Date of Signature: _____

EXHIBIT B: DEFINITIONS

- A. **LCTS CONTRACT:** The contract between the state of Minnesota acting through its Department of Human Services and Dakota County which authorizes Dakota County and its partners in Family Services Collaboratives (FSCs) and the Children's Mental Health Collaborative (CMHC) to engage in the LCTS revenue enhancement activities as described above.
- B. **LCTS SUB-CONTRACTOR AGREEMENT:** A contract between Dakota County and each of its partners in the FSCs and CMHC which extends the LCTS Contract to the partners of those Family Services Collaboratives and Children's Mental Health Collaborative and defines Dakota County's role as over-all fiscal agent for the LCTS revenues generated within Dakota County.
- C. **CONTRACTOR:** Dakota County, acting as over-all fiscal agent for Family Service Collaboratives and the Children's Mental Health Collaborative in Dakota County.
- D. **FAMILY SERVICES COLLABORATIVE (FSC):** A program defined in Minnesota law (MN Statutes Section 142D.15) that provides State assistance to local organizations to work together in addressing the health, developmental, educational, and family-related needs of children and youth in local communities. Participation in a FSC approved by the Children's Cabinet (or in a CMHC, described below) is a required activity in order for an organization to participate in the LCTS. To qualify as a state-approved FSC, a minimum of one school district, one county, one public health, and one community action entity must agree in writing to provide family services and commit resources to an integrated fund.
- E. **CHILDREN'S MENTAL HEALTH COLLABORATIVE (CMHC):** A program defined in Minnesota law (MN Statutes Section 245.493) that provides State assistance to local organizations to work together in developing a local integrated service system to address the mental health and related needs of children, youth and their families. Participation in a CMHC approved by the Children's Cabinet (or in a FSC, see above) is a required activity in order for an organization to participate in the LCTS. To qualify as a state-approved CMHC, a minimum of one county, one school district or special education cooperative, one juvenile justice or corrections entity, and one mental health entity must agree to the development of a local children's mental health collaborative and an integrated service system, and to commit resources to provide services through the children's mental health collaborative.
- F. **TARGET POPULATION and INITIAL TARGET POPULATION:** An identifiable group of children, youth, and/or families defined by the Children's Mental Health Collaborative and Family Services Collaboratives in Dakota County as the focus of their activities and services. The group may be defined in a variety of ways, including but not limited to age, geographic area of residence, legal status, or type of severity of need.
- G. **INITIAL TARGET POPULATION:** group of children, youth and families that may be the first focus of a FSC or CMHC, with the expectation that this group will be enlarged upon over time. Specific requirements for a minimum or initial target population are found in state legislation and statutes for both the FSC and CMHC.

- H. **AGENT FOR CLAIMING LCTS REVENUES:** Refers to a sub-contractor in its role as an entity participating in the LCTS to help generate new federal revenues, through their provision of federally reimbursable administrative and/or case management services designed to help families and children access health or health related services, and/or the provision of administrative and/or case management services for children at risk of foster care and their families, on behalf of a Family Services Collaborative and Children's Mental Health Collaborative. Such participation includes the administration of the LCTS within the sub-contractor's agency and the proper reporting of staff activities and costs associated with the LCTS claims
- I. **FISCAL AGENT FOR ADMINISTERING LCTS REVENUES:** Refers to a sub-contractor who is designated by a Family Services Collaborative or the Dakota County Children's Mental Health Collaborative to receive and disburse LCTS revenues allocated to that Family Services Collaborative or Children's Mental Health Collaborative. Such activity includes the preparation of all required reports on base-level expenditures and the expenditures of LCTS revenues made by all participants in a Family Services Collaborative and Children's Mental Health Collaborative, and the execution of any necessary legal instruments to distribute LCTS revenues to other parties selected by that FSC or CMHC.
- J. **OUTCOME-BASED INDICATORS:** Identifiable, measurable benchmarks defined and agreed upon by the FSC or CMC which help to indicate improvements in the well-being of children and families served by the FSC or CMHC. State law requires the development and measurement of such indicators in FSCs and CMHCs (though the choice and definition of specific indicators is often a decision delegated to the FSC or CMHC).
- K. **BASE LEVEL OF EXPENDITURES:** INTENTIONALLY OMITTED.
- L. **EXPANSION OF SERVICES:** INTENTIONALLY OMITTED.
- M. **WRITTEN POLICIES (OF A CHILDREN'S MENTAL HEALTH COLLABORATIVE or A FAMILY SERVICE COLLABORATIVE):** Any grant proposals, official minutes, resolutions, written agreements, and/or contracts related to the CMHC or FSC and its partners, which have been formally approved by the CMHC, and an FSC, shall be considered part of the written policies of said CMHC or FSC.
- N. **DISALLOWANCE:** An action taken by the federal or state government which denies or removes federal or state approval for specific expenditures or activities made by the Family Services Collaborative and Children's Mental Health Collaborative. Such action may result in the denial of matching federal funding or loss of state funding for such expenditures or activities, including retroactive denial of funds that have already been disbursed. A federal disallowance has broad time limits and can occur months or years after a LCTS revenue enhancement claim has been submitted. In such cases, federal reimbursement may have already been paid out and expended, and must be refunded to the federal government by the State, and refunded by the Family Services Collaborative and Children's Mental Health Collaborative and/or more of its partners to the State when the disallowance is attributed to a specific organization or organizations.
- O. **GENERIC DISALLOWANCE:** Federal action (disallowance) made across the entire state, and not attributable to the actions of any specific organization, Family Services Collaborative or Children's Mental Health Collaborative. In such cases, the burden of repaying the federal

government shall be pro-rated across all agencies or entities participating in the disallowed claim.

- P. **AUDIT EXCEPTION:** An action taken by the federal or state government that finds that a reported expense or activity has not been properly documented or recorded in such cases, an audit exception can result in a reduction in the claim for federal reimbursement and/or a disallowance.
- Q. **IV-E CANDIDACY DETERMINATION:** IV-E eligibility is predicated on the imminent risk to the candidate of the candidate being removed from their home into an out-of-home placement. Dakota County, through its IV-E Specialist, will make the final determination of all candidates' IV-E eligibility.
- R. **IV-E REQUIREMENTS:** All public agencies authorized in Minnesota to participate in the local collaborative time study agrees to meet the requirements of the Code of Federal Regulations, title 45, Part 1356.60 (c) (7), which includes:
 - 1. Preparation of the case plan;
 - 2. Documentation of the reasons the child is at imminent risk removal from the home;
 - 3. Recommendation of Title IV-E foster care candidacy to the county;
 - 4. Development, in conjunction, with the county, of a communication system that allows the sharing of information to complete the IV-E candidacy eligibility determinations.
 - 5. Development, in conjunction with the county, a tracking system for the six-month redeterminations for Title IV-E foster care candidacy eligibility; and
 - 6. Maintain records and allow the county access to the records for purposes of quality assurance.

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EXHIBIT C: SUB-CONTRACTOR DUTIES AND FINANCIAL INFORMATION

1. Participation in a Family Service Collaborative and Children's Mental Health Collaborative:
 - a. SUB-CONTRACTOR shall be a full participant in a state-approved Family Services Collaborative (FSC) and the state-approved COUNTY Children's Mental Health Collaborative in Dakota County ("CMHC").
 - b. SUB-CONTRACTOR agrees to abide by the written bylaws and policies of the Children's Mental Health Collaborative and Family Services Collaborative in which it is a participating member.
 - c. SUB-CONTRACTOR will identify current or proposed staff who will provide services within any FSC and CMHC and designate the appropriate representatives to any FSC and CMHC.
2. SUB-CONTRACTOR shall serve as fiscal agent for the Dakota County Collaborative as that role is described on page 34 of the Minnesota Department of Human Services Collaborative Coordinator Handbook, revised February 2020 ("Handbook") and as the Collaborative Coordinator for the Dakota County Collaborative as that role is defined on page 36 of the Handbook.
3. SUB-CONTRACTOR shall provide the County with the data and consultation necessary for the County to fulfill its duties under Exhibit A: LCTS Contract, including, but not limited to, the County's duties to:
 - a. understand cost schedules for all types of participating agencies and training LCTS fiscal site contacts on completing cost schedules.
 - b. ensure accurate and timely cost reporting for each organization submitting claims for reimbursement through LCTS.
 - c. review web-based cost reports submitted for all local organizations participating in the LCTS prior to each quarterly deadline.
 - d. print, sign, and retain paper copy of the final cost report submissions for the length of six years, or per county retention policies, whichever is longer.
 - e. receive federal funding from the STATE on behalf of the Dakota County Collaborative and disburse accurate, proper, and timely related federal funds to the Dakota County Collaborative.
 - f. distribute LCTS funding to the integrated fund of the Dakota County Collaborative as soon as possible, but no later than 30 days, after receiving quarterly payments from the STATE.
 - g. be responsible for all sections of duties in Exhibit A: LCTS Contract, Article 3, Terms of Payment (attached herein).
 - h. be responsible for section 5.4 in Attachment A: LCTS Contract.
 - i. ensure that all LCTS administered funds shall be expended under official authority of the Dakota County Collaborative governing body either through formal action to expend funds within its own operations or through formal written contracts or grant agreements with approved subcontractors.
 - j. withhold or deduct from any future payment, a pro-rated share of any generic disallowance imposed on the COUNTY and payment shall be due within thirty

(30) days.

- k. SUB-CONTRACTOR shall provide written information, reports and data to the COUNTY as needed to complete the FSC's and CMHC's reporting requirements to the State under the LCTS Contract. Information, reports and data shall be submitted to the COUNTY ten (10) days prior to final reporting requirements imposed by the State in the LCTS Contract.

- 1) SUB-CONTRACTOR shall designate a representative for any training requirements imposed by the COUNTY and/or State of Minnesota under the LCTS Contract, and permit required training of all personnel as required in the LCTS Contract.
- 2) SUB-CONTRACTOR agrees and understands that the COUNTY is acting on behalf of the Dakota County Collaborative and in reliance upon SUB- CONTRACTOR'S performance in providing any information, reports or data. Failure to act in a timely manner will result in loss of funding to the Dakota County Collaborative, SUB-CONTRACTOR and the COUNTY.

4. When SUB-CONTRACTOR serves as an Agent for claiming (earning) LCTS Revenues:

- a. SUB-CONTRACTOR shall provide written information, reports and data to the COUNTY as needed to complete the FSC's and CMHCs reporting requirements to the State of Minnesota under LCTS Contract. Information, reports and data shall be submitted to the COUNTY ten (10) days prior to final reporting requirement imposed by the State in the LCTS Contract. Late or amended cost reports received by the COUNTY shall be added to subsequent claims for federal reimbursement, subject to State approval, however, no reports will be considered more than one year past the original due date.
 - 1) SUB-CONTRACTOR shall designate a representative for any training requirements imposed by the State of Minnesota under the LCTS Contract and permit required training of all personnel as required in the LCTS Contract.
 - 2) SUB-CONTRACTOR agrees and understands that COUNTY is acting on behalf of the FSCs and CHMC and in reliance upon SUB- CONTRACTOR'S performance in providing any information, reports or data. Failure to act in a timely manner will result in a loss of funding to the FSCs, CMHC, SUB-CONTRACTOR and the COUNTY.
- b. SUB-CONTRACTOR agrees to report all expenditures according to the accounting system required by the State of Minnesota in the LCTS Contract.

5. Disallowances, Sanctions, and/or Audit Exceptions:

- a. SUB-CONTRACTOR agrees and understands the COUNTY may be liable to the State of Minnesota for any disallowance, sanction or audit exception attributable

to a FSC and CMHC or its individual members, including federal fiscal disallowances or sanctions based upon the FSC's or CMHC's implementation of the LCTS or a statewide random sample, or based upon a FSC and CMHC or its individual members' failure to report any data or expenditures in a timely manner, or failure to identify or report such expenditures according to the terms of the LCTS Contract.

- b. SUB-CONTRACTOR agrees to reimburse the COUNTY for any repayments the COUNTY must make to the State of Minnesota which are solely attributable to SUB- CONTRACTOR and not to another Dakota County Collaborative member or contractor, or are SUB-CONTRACTOR'S pro-rate share of any generic disallowance imposed on the COUNTY by the State or Federal government relating to this program.
- c. SUB-CONTRACTOR agrees to assist in any fact-finding proceeding initiated by the COUNTY, State or Federal government pursuant to this program.



Board of Commissioners

Request for Board Action

Item Number: DC-4943

Agenda #: 12.1

Meeting Date: 12/16/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Certification Of Dakota County Portion Of 2026 Vermillion River Watershed Management Tax District Tax Levy

PURPOSE/ACTION REQUESTED

Certify the proposed 2026 levy of \$1,037,693 for the Dakota County portion of the Vermillion River Watershed Management Tax District.

SUMMARY

By Resolution No. 02-347 (June 25, 2002), and amended by Resolution No. 24-623 (December 17, 2024), Dakota County executed a joint powers agreement (JPA) with Scott County to govern the Vermillion River Watershed. The JPA establishes a Joint Powers Board consisting of two commissioners from Dakota County and one commissioner from Scott County. Dakota County provides the primary staff support to the watershed organization with proportionate assistance from Scott County staff. The JPA also provides that by September 1 of each year, the Joint Powers Board will adopt a draft budget for the following calendar year and recommend a levy to each county for its share of costs for watershed organization activities.

The Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District (Ordinance No. 127) to fund Dakota County's portion of the watershed organization's activities by Resolution No. 02-296 (June 4, 2002). Adopting a levy for the Watershed Management Tax District enables the County to tax property owners within the Dakota County portion of the watershed to fund services provided to them by the watershed organization rather than funding the services through the County's general levy. By Resolution No. 25-428 (September 9, 2025), the Dakota County Board of Commissioners approved the proposed levy on the Watershed Management Tax District for taxes payable in 2026. By statute the proposed levy must be certified by September 15, 2025. Dakota County's 2025 levy for the Watershed Management Tax District was \$990,832; Scott County's levy was \$36,050.

Proposed 2026 Levy

On December 4, 2025, the Vermillion River Watershed Joint Powers Board adopted a final 2026 budget of \$2,848,648 (Attachment: VRWJPO 2026 Budget) and recommended a proposed levy of \$1,037,693 for the Dakota County portion of the Tax District (the proposed Scott County levy for 2026 is \$40,532). The proposed 2026 levy (\$1,078,225) is a five percent increase in the overall levy compared to 2025 (\$1,026,882). Changes in levy amounts between the two counties result from apportionment according to tax capacity.

In 2025, activities focused on monitoring water quantity and quality, cost-sharing capital improvement projects and best management practices, educating the public on water resources, managing the implementation of grant-funded projects, implementing a permit program in one township, and development of the 2026-2035 Watershed Management Plan. In 2026, the Vermillion River Watershed Joint Powers Organization will adopt and begin implementing the 2026-2035 Watershed Management Plan and provide continued coordination with local governments in project development and implementation, program evaluation, and regulatory oversight.

RECOMMENDATION

It is recommended that Dakota County certify a levy of \$1,037,693 for the Dakota County portion of the Vermillion River Watershed Management Tax District for taxes payable in 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2026 levy of \$1,037,693 for the Dakota County portion of the Vermillion River Watershed Management Tax District represents a five percent increase from the amount levied in 2025. The impact of this levy on a median-value property within the Dakota County portion of the District (with a value of \$384,800 for taxes payable in 2026) is \$10.06 in 2026. This also reflects valuation changes and resulting tax shifts among median-value residential homestead properties (Attachment: Vermillion River Watershed Tax District Estimated 2026 Taxes). The Vermillion River Watershed tax appears as a part of the “special taxing district” item on the tax statement.

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

RESOLUTION

WHEREAS, by Resolution No. 02-347 (June 25, 2002), and amended by Resolution No. 24-623 (December 17, 2024), the Dakota County Board of Commissioners executed a joint powers agreement between Dakota County and Scott County to govern the Vermillion River Watershed; and

WHEREAS, the joint powers agreement establishes a Joint Powers Board consisting of two commissioners from Dakota County and one from Scott County; and

WHEREAS, funding is needed for Dakota County’s share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, by Resolution No. 02-296 (June 4, 2002), the Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District through Ordinance No. 127 to fund Dakota County’s share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, approval and adoption of the Watershed Management Plan, as required by Minn. Stat. Ch. 103B, occurred in June 2016; and

WHEREAS, the joint powers agreement states that the Vermillion River Watershed Joint Powers Board will adopt a budget and recommend a levy for the portion of the Watershed Management Tax District in each county by September 1 of each year; and

WHEREAS, on December 4, 2025, the Vermillion River Watershed Joint Powers Board adopted a

proposed budget of \$2,848,648, including the use of 2025 fund balance and grant revenues, and recommended that the levy for the Dakota County portion be \$1,037,693 and the levy for the Scott County portion be \$40,532; and

WHEREAS, Dakota County must certify a levy on the Watershed Management Tax District by December 28, 2025, to be effective for taxes payable in 2026; and

WHEREAS, Dakota County certified a proposed levy of \$1,037,693 for the Vermillion River Watershed Management Tax District on September 9, 2025, to be effective for taxes payable in 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby certifies the Dakota County portion of the Vermillion River Watershed Management Tax District levy in the amount of \$1,037,693 for taxes payable in 2026.

PREVIOUS BOARD ACTION

02-296; 6/04/02

02-347; 6/25/02

24-623; 12/17/24

ATTACHMENTS

Attachment: VRWJPO 2026 Budget

Attachment: Vermillion River Watershed Tax District Estimated 2026 Taxes

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Travis Thiel

VRWJPO Final 2026 Budget

EXPENSES

Budget Category	Budget Activity	Operations and Programs	CIP	Budget Total
Administration and Operations				
	Dakota County VRW Staff	\$ 227,000		\$ 227,000
	Scott County VRW Staff	\$ 15,000		\$ 15,000
	Legal Support	\$ 25,000		\$ 25,000
	Miscellaneous Expenses (per diems, mileage, postage, insurance, etc.)	\$ 11,000		\$ 11,000
	Training, Conferences, and Certifications	\$ 6,000		\$ 6,000
Planning				
	Dakota SWCD Incentive Program Policy Assistance	\$ 1,500		\$ 1,500
	VRW Staff	\$ 30,000		\$ 30,000
Inventory, Assessment, & Research				
	Monitoring	\$ 100,000		\$ 100,000
	USGS and DNR Flow Gaging	\$ 20,000		\$ 20,000
	VRW Staff	\$ 20,000		\$ 20,000
	General GIS support (Dakota SWCD)	\$ 1,500		\$ 1,500
	Equipment/Supplies	\$ 1,000		\$ 1,000
	Enhanced Street Sweeping Assessment	\$ 45,000		\$ 45,000
Communications, Outreach, and Public Relations				
	VRW Staff	\$ 108,000		\$ 108,000
	Dakota SWCD Outreach and Education	\$ 40,000		\$ 40,000
	Scott County SWCD Outreach and Education	\$ 2,300		\$ 2,300
	Communication and Outreach Materials and Supplies, Signage	\$ 7,500		\$ 7,500
	Local Standards/Ordinance and Turf/Salt Workshops	\$ 2,500		\$ 2,500
	Children's Water Festival Support	\$ 600		\$ 600
	Watershed Partners	\$ 5,000		\$ 5,000
	Digital Accessibility Requirement Assessment and Improvements	\$ 9,000		\$ 9,000
	Stewardship Grant Program	\$ 25,000		\$ 25,000
Regulation				
	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	\$ 45,000		\$ 45,000
Feasibility & Preliminary Engineering				
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$ 20,000		\$ 20,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (VRW staff)	\$ 40,000		\$ 40,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Consulting)	\$ 20,000		\$ 20,000
CIP and Maintenance				
	Cost Share Programs in Dakota County (SWCD)		\$ 60,000	\$ 60,000
	Cost Share Programs in Scott County (SWCD)		\$ 25,000	\$ 25,000
	VRW General Cost-share or Miscellaneous Grant Match		\$ 40,000	\$ 40,000
	Past projects maintenance/repair		\$ 30,000	\$ 30,000
	VRW staff construction oversight and grant development and admin		\$ 60,000	\$ 60,000
East Lake Fish Management				
	VRWJPO cost share		\$ 10,000	\$ 10,000
FY24 CWF Alimagnet Alum Treatment				
	Alimagnet Alum Treatment		\$ 121,423	\$ 121,423
	VRWJPO cash match		\$ 17,331	\$ 17,331

FY24-25 WBIF Lakeville Firelight Way TSS				
	Firelight Way TSS Reduction grant pass-through		\$ 165,870	\$ 165,870
	VRWJPO cash match		\$ 10,000	\$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS				
	15th & Bailey TSS Reduction grant pass-through		\$ 177,350	\$ 177,350
	VRWJPO cash match		\$ 111,000	\$ 111,000
FY24-25 WBIF Farmington 4th & Willow TSS				
	4th & Willow TSS Reduction grant pass-through		\$ 63,912	\$ 63,912
	VRWJPO cash match		\$ 39,207	\$ 39,207
FY25 CWF Alimagnet Alum Treatment Phase 2	Alimagnet Alum Treatment Phase 2		\$ 52,000	\$ 52,000
	VRWJPO cash match		\$ 5,500	\$ 5,500
FY25 CPL North Creek at Denali Way				
	FY25 CPL North Creek at Denali Way		\$ 364,155	\$ 364,155
	VRWJPO cash match		\$ 25,000	\$ 25,000
FY25 CPL North Creek at Hwy 3				
	FY25 CPL North Creek at Hwy 3		\$ 500,000	\$ 500,000
	VRWJPO cash match		\$ 25,000	\$ 25,000
Apple Valley EVR-P55 Stormwater Pond Retrofit				
	VRWJPO cost share		\$ 18,000	\$ 18,000
Wetland Bank Credit Sales				
	Braun Wetland Bank Credit Sales		\$ 100,000	\$ 100,000
Subtotal of Expenditures		\$ 827,900	\$ 2,020,748	\$ 2,848,648
REVENUES				
Braun Wetland Bank Credit Revenue				\$ 100,000
Use of Fund Balance				\$ 401,413
Grant Revenue				\$ 1,218,010
Fees for Permitting Activities				\$ 1,000
Dakota County Levy				\$ 1,037,693
Scott County Levy				\$ 40,532
Investment Earnings				\$ 50,000
Total Revenues				\$ 2,848,648

2025 Ending (Combined)				\$ 1,909,475
2026 Use of Fund Balance (Combined)				\$ 401,413
2026 Available Fund Balance (Combined)				\$ 1,508,062
Cash Reserve Balance				\$ 712,162
Unallocated Fund balance				\$ 795,900
Target Cash Reserve Balance		25% of Expenses		\$ 712,162

Residential HomesteadProperty

Market	Tax	Proposed 2026 Levy								2025 Actual	2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual
Value	Capacity	\$300,000	\$400,000	\$500,000	\$750,000	\$990,832	\$1,037,693	\$1,250,000	\$1,500,000	\$990,832	\$965,600	\$964,900	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140
Rate		0.05629%	0.08523%	0.11416%	0.18649%	0.25617%	0.26973%	0.33116%	0.40349%	0.2714%	0.2703%	0.2870%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%
Various Values																			
\$150,000	1,170	\$0.66	\$1.00	\$1.34	\$2.18	\$3.00	\$3.15	\$3.87	\$4.72	\$3.17	\$3.41	\$3.62	\$4.06	\$4.07	\$4.67	\$4.71	\$5.02	\$5.25	\$5.25
\$170,000	1,388	\$0.78	\$1.18	\$1.58	\$2.59	\$3.55	\$3.74	\$4.59	\$5.60	\$3.77	\$4.00	\$4.25	\$4.81	\$4.83	\$5.54	\$5.59	\$5.95	\$6.23	\$6.23
\$185,000	1,551	\$0.87	\$1.32	\$1.77	\$2.89	\$3.97	\$4.18	\$5.14	\$6.26	\$4.21	\$4.44	\$4.72	\$5.38	\$5.40	\$6.19	\$6.25	\$6.65	\$6.96	\$6.96
\$190,000	1,606	\$0.90	\$1.37	\$1.83	\$2.99	\$4.11	\$4.33	\$5.32	\$6.48	\$4.36	\$4.59	\$4.87	\$5.57	\$5.59	\$6.41	\$6.47	\$6.89	\$7.21	\$7.21
\$200,000	1,715	\$0.97	\$1.46	\$1.96	\$3.20	\$4.39	\$4.62	\$5.68	\$6.92	\$4.65	\$4.89	\$5.19	\$5.95	\$5.97	\$6.84	\$6.91	\$7.36	\$7.70	\$7.70
\$210,000	1,824	\$1.03	\$1.55	\$2.08	\$3.40	\$4.67	\$4.92	\$6.04	\$7.36	\$4.95	\$5.18	\$5.50	\$6.33	\$6.35	\$7.28	\$7.35	\$7.82	\$8.19	\$8.19
\$225,000	1,987	\$1.12	\$1.69	\$2.27	\$3.71	\$5.09	\$5.36	\$6.58	\$8.02	\$5.39	\$5.62	\$5.97	\$6.89	\$6.91	\$7.93	\$8.01	\$8.52	\$8.92	\$8.92
\$250,000	2,260	\$1.27	\$1.93	\$2.58	\$4.21	\$5.79	\$6.09	\$7.48	\$9.12	\$6.13	\$6.36	\$6.75	\$7.84	\$7.86	\$9.02	\$9.11	\$9.69	\$10.15	\$10.15
\$275,000	2,532	\$1.43	\$2.16	\$2.89	\$4.72	\$6.49	\$6.83	\$8.38	\$10.22	\$6.87	\$7.09	\$7.53	\$8.79	\$8.81	\$10.10	\$10.20	\$10.86	\$11.37	\$11.37
\$290,000	2,696	\$1.52	\$2.30	\$3.08	\$5.03	\$6.91	\$7.27	\$8.93	\$10.88	\$7.32	\$7.54	\$8.00	\$9.35	\$9.38	\$10.76	\$10.86	\$11.56	\$12.10	\$12.10
\$300,000	2,805	\$1.58	\$2.39	\$3.20	\$5.23	\$7.18	\$7.56	\$9.29	\$11.32	\$7.61	\$7.83	\$8.32	\$9.73	\$9.76	\$11.19	\$11.30	\$12.03	\$12.59	\$12.59
\$371,600	3,585	\$2.02	\$3.06	\$4.09	\$6.69	\$9.18	\$9.67	\$11.87	\$14.46	\$9.73	\$9.94	\$10.56	\$12.44	\$12.48	\$14.30	\$14.45	\$15.38	\$16.10	\$16.10
\$384,800	3,729	\$2.10	\$3.18	\$4.26	\$6.95	\$9.55	\$10.06	\$12.35	\$15.05	\$10.12	\$10.33	\$10.97	\$12.94	\$12.98	\$14.88	\$15.03	\$16.00	\$16.74	\$16.74
\$400,000	3,895	\$2.19	\$3.32	\$4.45	\$7.26	\$9.98	\$10.50	\$12.90	\$15.71	\$10.57	\$10.78	\$11.44	\$13.51	\$13.55	\$15.54	\$15.69	\$16.71	\$17.49	\$17.49
\$425,000	4,167	\$2.35	\$3.55	\$4.76	\$7.77	\$10.67	\$11.24	\$13.80	\$16.81	\$11.31	\$11.51	\$12.23	\$14.46	\$14.50	\$16.63	\$16.79	\$17.88	\$18.71	\$18.71
\$450,000	4,440	\$2.50	\$3.78	\$5.07	\$8.28	\$11.37	\$11.97	\$14.70	\$17.91	\$12.05	\$12.25	\$13.01	\$15.41	\$15.45	\$17.71	\$17.89	\$19.05	\$19.93	\$19.93
\$475,000	4,712	\$2.65	\$4.02	\$5.38	\$8.79	\$12.07	\$12.71	\$15.60	\$19.01	\$12.79	\$12.99	\$13.79	\$16.35	\$16.40	\$18.80	\$18.99	\$20.21	\$21.16	\$21.16
\$500,000	4,985	\$2.81	\$4.25	\$5.69	\$9.30	\$12.77	\$13.44	\$16.51	\$20.11	\$13.53	\$13.72	\$14.57	\$17.30	\$17.35	\$19.89	\$20.09	\$21.38	\$22.38	\$22.38

Median Value as of:	10/08/25
Net Tax Capacity	345,622,458
2025 Median Value	\$371,600
2026 Median Value	\$384,800
Percent Change	3.55%

Pay 2025 Fiscal Disparity Distribution:	\$ 105,436.00
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Board of Commissioners

Request for Board Action

Item Number: DC-4984

Agenda #: 12.2

Meeting Date: 12/16/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute First Amendment To Joint Powers Agreements With Townships And Cities For Septic System Maintenance Programs

PURPOSE/ACTION REQUESTED

Amend existing joint powers agreements (JPAs) between Dakota County and participating municipalities for providing Septic Maintenance Program administrative services to extend the JPA term by ten years, and to modify the required records provided upon termination.

SUMMARY

In 2016, the County entered into JPAs with 13 separate cities and townships to perform administrative services for each municipality's septic pumping program.

The municipalities include:

Townships:

Castle Rock
Douglas
Eureka
Greenvale
Hampton
Marshan
Nininger
Ravenna
Sciota

Cities:

Coates
Empire
Hampton
Miesville

Under the JPAs the County maintains a database of properties with septic systems within each municipality, sends reminders to the property owners to pump their system every three years, and maintains records of pumping compliance and other system details. The original purpose of the JPAs was to create and maintain a centralized repository of septic system records, and to provide assistance to municipalities to ensure the timely maintenance of septic systems to protect groundwater, surface water, and public health. The County's responsibilities are limited to maintaining records and providing notices to property owners. The municipalities are responsible for any necessary ordinance enforcement. The municipalities pay an annual fee to the County, established through the County's annual fee schedule, for these administrative services.

The 2016 JPAs had an initial term of ten years, and each JPA expires on December 31, 2025. The agreements specify that the initial term may be extended for an additional ten years with approval of

the parties' governing bodies. Staff is also recommending an additional update to the JPA termination language. The current JPAs require the County to provide copies of its Pump Maintenance Program software to the municipalities upon termination. The updated JPA language will allow the County to provide copies of the records it maintains for the municipality rather than its program software.

RECOMMENDATION

Staff recommends authorization to execute amendments to the JPAs between Dakota County and participating municipalities for their Septic System Maintenance Programs.

EXPLANATION OF FISCAL/FTE IMPACTS

The participating cities and townships pay an annual Pump Maintenance Program Fee, as established in the County's annual fee schedule, to cover staff costs and other costs relating to the administrative services. Cities and townships pay the program fee based on the number of septic systems within their jurisdiction. These fees are included in the County Manager's 2026 Recommended Budget in the Environmental Legacy Fund (ELF).

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

RESOLUTION

WHEREAS, In 2016, the County entered into joint powers agreements (JPAs) with 13 separate cities and townships to perform administrative services for each municipality's septic pumping program.

The municipalities include:

Townships:
Castle Rock
Douglas
Eureka
Greenvale
Hampton
Marshan
Nininger
Ravenna
Sciota

Cities:
Coates
Empire
Hampton
Miesville

; and

WHEREAS, the JPAs provide that the County will maintain a database of properties with septic systems within each Municipality, send required reminders to the property owners to pump their septic systems every three years, and maintain records of pumping compliance; and

WHEREAS, the initial term of each JPA was for ten years and the agreements will expire on December 31, 2025; and

WHEREAS, the JPAs provide that the parties may extend the initial term for another ten years with the approval of the parties' respective governing bodies; and

WHEREAS, the parties desire to extend each JPA for an additional ten-year term, so that the County

may continue to provide record-keeping and other administrative services for each Municipality; and

WHEREAS, the parties further desire to update the JPA terms, including by modifying the method by which the County will provide records to each Municipality upon expiration or termination of each JPA; and

WHEREAS, the Municipalities will continue to reimburse the County for its costs in providing the administrative services by paying the Pump Maintenance Program Fee established in the County's fee schedule.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute amendments to the joint powers agreements (JPAs) with each of the Municipalities listed below, extending the terms of the JPAs through December 31, 2035 and providing updates to the JPAs, including by modifying the method by which the County will provide records to each participating municipality upon expiration or termination of each JPA, subject to approval of the County Attorney's Office as to form.

Townships:

Castle Rock

Douglas

Eureka

Greenvale

Hampton

Marshan

Nininger

Ravenna

Sciota

Cities:

Coates

Empire

Hampton

Miesville

PREVIOUS BOARD ACTION

16-075; 02/02/16

ATTACHMENTS

Attachment: Sample JPA Draft

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Benjamin Hoyt



Board of Commissioners

Request for Board Action

Item Number: DC-5143

Agenda #: 12.3

Meeting Date: 12/16/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization For Administration, Staffing, And Support Services

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) between Dakota County and the Vermillion River Watershed Joint Powers Organization (VRWJPO) for administration, staffing, and support services.

SUMMARY

The County Attorney's Office recommends a service agreement for the various (non-legal) staffing and other services the County provides to the VRWJPO (Attachment: JPA for staffing services). Staff and other services provided to the VRWJPO from Dakota County under this agreement include the following, with their respective divisions:

Physical Development Division

- Core VRWJPO (Dakota County) staff services provided by Environmental Resources
- Physical Development Administration (includes Administrative Coordinating Services, Real Estate, Planning)
- Fleet Management
- Facilities Management
- Transportation (includes Survey)

Central Operations Division

- Finance (includes Contracts, Payroll, Accounts Payable, Accounts Receivable, Purchasing)
- Risk Management
- Information Technology (includes Geographic Information Systems)

Administration

- Human Resources

Some staff services are reimbursed monthly by the VRWJPO to Dakota County on a time and materials basis, and others are considered underlying overhead in Dakota County's Cost Allocation Plan, which includes the value of indirect cost provided by central services to other agencies. Services reimbursed on a time and materials basis include Environmental Resources, Physical Development Administration, Survey, Transportation, and Information Technology (Geographic Information Systems only). The remaining services are included in Dakota County's underlying

overhead and include Fleet Management, Facilities Management, Finance, Risk Management, IT (non-Geographic Information Systems), and Human Resources.

RECOMMENDATION

Staff requests the County Board authorize the County Manager to execute the JPA between Dakota County and the VRWJPO for administration, staffing, and support services.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) is governed by the joint powers agreement by and between Dakota County and Scott County dated January 21, 2025 with the counties providing staff support to the VRWJPB; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has an Administrator and other staff services provided by Dakota County; and

WHEREAS, some staff services are provided as an underlying overhead cost as identified in Dakota County's Cost Allocation Plan, whereas other staff services are provided on a time and materials basis; and

WHEREAS, the VRWJPO will reimburse Dakota County for those staff services that are provided on a time and materials basis; and

WHEREAS, the VRWJPO will provide reimbursement to Dakota County for staff services on a monthly basis; and

WHEREAS, the VRWJPB approved the service agreement for Dakota County administration, staffing, and support services at its December 4, 2025, meeting.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute the joint powers agreement with the Vermillion River Watershed Joint Powers Board for administration, staffing, and support services, subject to approval by the Dakota County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: JPA for staffing services

BOARD GOALS

- | | |
|---|--|
| <input type="checkbox"/> Thriving People | <input checked="" type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Nikki Stewart

Author: Nikki Stewart

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE VERMILLION WATERSHED JOINT POWERS ORGANIZATION
FOR ADMINISTRATION, STAFFING AND SUPPORT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dakota, Minnesota ("County") and the Vermillion River Watershed Joint Powers Organization, ("VRWJPO"), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the VRWJPO are also referred to herein as the "Parties."

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

WHEREAS, the VRWJPO is an independent joint powers entity created by the County and Scott County to cooperatively carry out their responsibilities and duties under Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, pursuant to the Joint Powers Agreement between the County and Scott County forming the VRWJPO ("VRWJPO JPA"), the County agreed to serve as fiscal agent for the VRWJPO and to provide staff support services to the VRWJPO for its day-to-day operations including assigning an administrator to act as a liaison and perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan; and

WHEREAS, the County's Physical Development Division currently has assigned County employees to provide services that support the VRWJPO's day-to-day operations and/or perform the duties described in VRWJPO JPA and the Vermillion River Watershed Management Plan as follows: an environmental resources supervisor, a water resources engineer, an environmental specialist, and a communications and outreach specialist ("Watershed Management Unit") to provide services that support the VRWJPO's day-to-day operations and/or perform the duties described in VRWJPO JPA and the Vermillion River Watershed Management Plan; and

WHEREAS, the County's current delegated environmental resources supervisor is the acting "Administrator" of the VRWJPO in accordance with the VRWJPO JPA; and

WHEREAS, the County provides the following services to support the Watershed Management Unit in performing work for the VRWJPO: fleet management services, facilities management services, administrative coordinating services ("ACS"), planning and real estate related services; environmental resources services; information technology services (including geographic information system ("GIS") services); risk management services; finance services (including contracting and purchasing services); and human resource services; and

WHEREAS, the VRWJPO compensates the County for those services provided by the County at County approved rates that include a central overhead cost ("OH Cost") included in the various staff service charges pursuant to the County's Cost Allocation Plan; and

WHEREAS, the VRWJPO desires that the County continue to provide the Watershed Management Unit staffing and those County services identified herein subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive from this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to articulate the scope of the County's administration, staffing and support services provided to the VRWJPO.

ARTICLE II STAFFING/SERVICES

- Section 2.1 General. The County shall provide VRWJPO with staffing identified in Section 2.2.1 for its day-to-day operations and/or to perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan, including, but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Dakota County, and project planning under the direction of the Vermillion River Watershed Joint Powers Board ("VRWJPB"), and any other role generally described in the Vermillion River Watershed Management Plan. The County shall also provide VRWJPO with those administrative and support services identified in Section 2.2.2.
- Section 2.2 Scope of Staffing/Services. Subject to the terms and conditions of this Agreement, the Parties agree that the County shall provide the following staffing/services:
- 2.2.1 Staffing: The County, through the County's Environmental Resources Department, shall provide:
- a. an Administrator as identified in the VRWJPO JPA; and
 - b. other County staffing positions accounted for in the VRWJPO budget (collectively, "Watershed Management Unit").
- 2.2.2 Services: The County shall provide the following services in support of the Watershed Management Unit performing work for the VRWJPO: fleet management services, facilities management services, administrative coordinating services ("ACS"), planning and real estate related services; environmental resources services; information technology services (including geographic information system ("GIS") services); risk management services; finance services (including contracting and purchasing services); and human resource services.
- 2.2.3. Training: The Watershed Management Unit shall be authorized to attend mandatory County provided training as required by the County. Any training of the Watershed Management Unit deemed necessary by the VRWJPO Administrator shall be provided to the Watershed Management Unit at the expense of the VRWJPO.
- 2.2.4 Performance: The VRWJPB shall direct any concerns it has with the Watershed Management Unit staffing services provided pursuant to this Agreement to the Dakota County Environmental Resources Department Director. The VRWJPB shall direct any concerns it has with the County provided services to the applicable division director. All reviews and any discipline of County employees, including the Watershed Management Unit, shall be performed/imposed solely by the County.

ARTICLE III TERM OF AGREEMENT

- Section 3.1 Term. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026 and shall continue in full force until December 31, 2026 unless terminated earlier by either party as permitted herein.
- Section 3.2 Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the VRWJPO, the County will provide the VRWJPO with copies of documents in its possession related to the provision of services under this Agreement. Upon termination, the County shall be entitled to receive compensation for the staffing and services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such staffing and services.

ARTICLE IV COMPENSATION

Section 4.1 Compensation. In consideration of the County's staffing services for the VRWJPO's day-to-day operations and/or to perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan, including overhead, under this Agreement, the VRWJPO will pay the County for these services as determined yearly through the budgeting process. The County's compensation for providing information technology services, (excluding GIS services), risk management services, and finance services (excluding contracting and purchasing services), fleet management services, facilities management services, and human resources services pursuant to this Agreement are included as OH Cost based on the County's Cost Allocation Plan .. In consideration of the County providing GIS, planning, real estate, ACS, and environmental resource services, the VRWJPO will pay the County monthly for those services at County approved rates.

The VRWJPO shall reimburse the County for expenses incurred by the Watershed Management Unit and incurred by the County in performing the administration, staffing and support services provided hereunder.

Section 4.2 Payment. The time spent by the Watershed Management Unit and other County departments providing services hereunder that are charged at County approved rates, along with their expenses related to the VRWJPO shall be submitted to the County's Finance Department on a monthly basis, processed by the County's ACS, and funds transferred by the County's Finance Department from VRWJPO account(s) to the appropriate County accounts. The compensation for the staffing/services provided hereunder shall be reflected in the reports provided to the VRWJPB.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Compliance with Laws and Standards. The Parties agree to comply with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Parties are responsible.

Section 5.2 Accountability for Funds. All funds shall be accounted for according to generally accepted accounting principles. All pertinent books, records, documents, and accounting procedures and practices shall be maintained by the County and made available to VRWJPO, its members, and the State Auditor upon reasonable notice and shall be retained in accordance with state law.

Section 5.3 Data Privacy and Security Compliance. The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (MGDPA) and all other federal, state and local laws that apply to such data.

Section 5.4 Non-Employee Status. In implementing the terms of this Agreement, the County employee staffing provided pursuant to Section 2.2.1 and the County employees providing the services identified in Section 2.2.2 shall remain employees of the County at all times when this Agreement is in effect, and as such are governed by the personnel policies applicable to County employees, and receive the same benefits from the County as any other County employee, including human resources support. Each Party is solely responsible for the acts and omissions of its employees and agents and any claims that may arise therefrom.

Section 5.5 Knowing and Voluntary Agreement. VRWJPO acknowledges and agrees that it has entered into this Agreement knowingly and voluntarily. VRWJPO further acknowledges that it has been provided an opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement.

- Section 5.6 Modification. Any amendments, changes, or modifications to this Agreement shall be valid only if reduced to writing and signed by the County and VRWJPO.
- Section 5.7 Waiver. No waiver of any provision of this Agreement shall be valid unless it is reduced to writing and signed by the County and VRWJPO. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of any provision of this Agreement.
- Section 5.8 Indemnification. Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees, or agents. The provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern the liability of both the County and VRWJPO. In the event any claims or actions asserted or filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. This section shall survive the expiration or termination of this Agreement.
- Section 5.9 Force Majeure. Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party's reasonable control, provided the defaulting Party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- Section 5.10 Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other Party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt").
- Receipt is effective when the Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.
- Section 5.11 Authorized Representative. The signatories of this Agreement, or their successors, are designated as the Authorized Representatives of the Parties for purposes of this Agreement and notices described in 5.10 of this Agreement. The Parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.
- Section 5.12 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either Party.
- Section 5.13 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- Section 5.14 Complete Agreement. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements.

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

**VERMILLION RIVER WATERSHED JOINT
POWERS ORGANIZATION**

VRW Res. No. _____

By _____
Tom Wolf or successor, Chair
Date of Signature: _____

County Board Res. No. _____

COUNTY OF DAKOTA

By _____
Heidi Welsch or successor,
Dakota County Manager
Date of Signature: _____



Board of Commissioners

Request for Board Action

Item Number: DC-4532

Agenda #: 12.4

Meeting Date: 12/16/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For Natural Resources Restoration Within Select Parks And Amend Budget To Reflect Local Project Match

PURPOSE/ACTION REQUESTED

Authorize the execution of an agreement to partner with the City of Inver Grove Heights (City) for natural resources restoration at Mississippi River Greenway nodes (Ernster Park, Heritage Village Park, Rock Island Swing Bridge Park), Seidl's Lake Park, and Harmon Park Reserve/Salem Hills (Attachment: Project Map). Amend the 2025 Parks Capital Improvement Program (CIP) budget to include local match funding from the City of Inver Grove Heights.

SUMMARY

The Land Conservation Plan, adopted by Resolution No. 20-568 (November 17, 2020), called for creating a City County Conservation Collaborative (4C) to "more effectively protect critical undeveloped areas, increase natural resource restoration and management, and share information and financial and staff resources within all incorporated areas."

In 2021, a 4C development and implementation proposal was distributed to all cities located in the County. There was interest and support amongst all the cities, and a request to submit potential restoration projects was distributed. Five cities - Apple Valley, Burnsville, Eagan, Inver Grove Heights, and Mendota Heights, submitted project applications. Inver Grove Heights' Seidl's Lake Park and Harmon Park Reserve/Salem Hills is one of the projects selected to receive County support, including project management assistance and state Outdoor Heritage Funds (OHF). The City of Inver Grove Heights committed a minimum of 15 percent match toward each project. Other projects selected and in progress include Caponi Art Park in Eagan, Valley Park in Mendota Heights, and Alimagnet Park in Apple Valley and Burnsville.

On February 7, 2023, and March 28, 2023, the County Board of Commissioners approved to submit grant applications to the U.S. Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program and the Legislative-Citizen's Commission on Minnesota Resources' Environment and Natural Resources Trust Fund (LCCMR-ENRTF) program. These applications included restoration work at key nodes along the Mississippi River Greenway, including Inver Grove Heights' Ernster Park, Heritage Village Park, and Rock Island Swing Bridge Park. Both grants were awarded in full, eliminating the need for any additional local match.

The Natural Resources Restoration joint powers agreement (JPA)(Attachment: JPA) establishes a

standardized, citywide template for collaboration, replacing the need for multiple project-specific agreements for each of these projects. It centralizes information for jointly managed restoration projects in an efficient, transparent format. Future amendments will be made by adding or updating exhibits as new projects are undertaken.

Project Details:

Mississippi River Greenway Nodes at Ernster Park, Heritage Village Park, and Rock Island Swing Bridge Park

Conduct natural resources restoration on 55 acres following recommendations of the 2025 Natural Resources Management Plans (NRMPs).

Budget:

\$89,500 LCCMR-ENRTF grant

\$110,095 RAISE grant

\$75,000 County LCCMR-ENRTF Grant Match

\$274,595 Anticipated total project budget

Seidl's Lake Park

Conduct natural resources restoration of 19.4 acres following recommendations of the 2025 NRMP.

Budget:

\$128,755 Outdoor Heritage Fund (OHF) grant

\$22,723 City of Inver Grove Heights match (minimum 15 percent)

\$151,478 Anticipated total project budget

Harmon-Salem Park

Conduct natural resources restoration of 28.5 acres following recommendations of the 2025 NRMP.

Budget:

\$426,000 Outdoor Heritage Fund (OHF) grant

\$70,035 City of Inver Grove Heights match (minimum 15 percent)

\$496,035 Anticipated total project budget

RECOMMENDATION

Staff recommends that Dakota County execute a joint powers agreement with the City of Inver Grove Heights to cover the described natural resources restoration projects.

EXPLANATION OF FISCAL/FTE IMPACTS

The estimated total cost of all proposed restoration and enhancement projects for the described parks within the City of Inver Grove Heights is approximately \$922,108. There is sufficient funding in the Parks CIP to cover these expenses.

Funding Source	Amount
Outdoor Heritage Fund Grant	\$554,755
LCCMR-ENRTF Grant	\$89,500

RAISE Grant	\$110,095
Required Grant-Match (ELF)	\$75,000
City Contribution (cash and/or in-kind)	\$92,758
Total	\$922,108

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

RESOLUTION

WHEREAS, the Land Conservation Plan, adopted by County Board Resolution 20-568 on November 17, 2020, called for creating a City County Conservation Collaborative (4C) to “more effectively protect critical undeveloped areas, increase natural resource restoration and management, and share information and financial and staff resources within all incorporated areas”; and

WHEREAS, in 2021, a 4C development and implementation proposal was distributed to all cities located in the County. There was interest and support amongst all the cities, and a request to submit potential restoration projects was distributed. Five cities - Apple Valley, Burnsville, Eagan, Inver Grove Heights, and Mendota Heights, submitted project applications; and

WHEREAS, Inver Grove Heights’ Seidl’s Lake Park and Harmon Park Reserve/Salem Hills were selected to receive County support, including project management assistance and state Outdoor Heritage Funds; and

WHEREAS, the City of Inver Grove Heights committed a minimum of 15 percent match toward each project; and

WHEREAS, on February 7, 2023, and March 28, 2023, the County Board of Commissioners approved to submit grant applications to the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program and the Legislative-Citizen’s Commission on Minnesota Resources’ Environment and Natural Resources Trust Fund (LCCMR-ENRTF) program; and

WHEREAS, these RAISE and LCCMR-ENRTF grant applications included restoration work at key nodes along the Mississippi River Greenway, including Inver Grove Heights’ Ernster Park, Heritage Village Park, and Rock Island Swing Bridge Park; and

WHEREAS, both grants were awarded in full, eliminating the need for any additional local match; and

WHEREAS, the Natural Resources Restoration joint powers agreement with the City of Inver Grove Heights establishes a standardized, citywide template for collaboration, replacing the need for multiple project-specific agreements for each of these projects; and

WHEREAS, the joint powers agreement centralizes information for jointly managed restoration projects in an efficient, transparent format; and

WHEREAS, future amendments will be made by adding or updating exhibits as new projects are undertaken.

NOW, THEREFORE, BE IT RESOLVED, That Dakota County execute a joint powers agreement with the City of Inver Grove Heights for natural resources restoration projects; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the estimated city match contributions and amends the 2025 Parks Capital Improvement Budget as follows:

Revenue

Local Program Match-City of IGH	<u>\$92,758</u>
Total Revenue	\$92,758

Expense

Natural Resources Restoration	<u>\$92,758</u>
Total Expense	\$92,758

PREVIOUS BOARD ACTION

20-568; 11/17/20

23-066; 02/07/23

23-130; 03/28/23

ATTACHMENTS

Attachment: Project Map

Attachment: Joint Powers Agreement

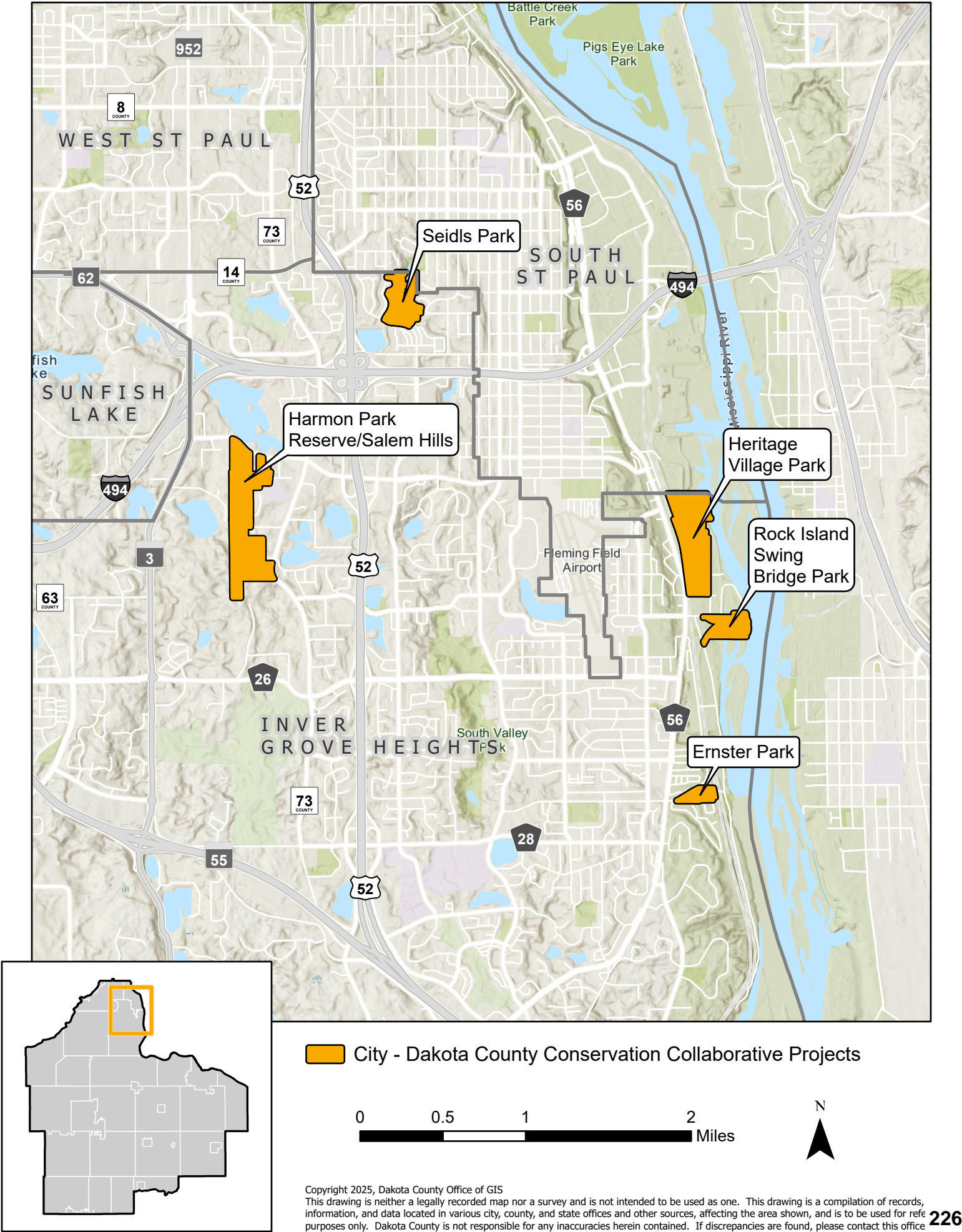
BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Meghan Manhatton



**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the City of Inver Grove Heights ("City"). This Agreement uses the word "Parties" for both the County and the City.

WHEREAS, the County and City 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, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the "LCP"), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to Cities such as assistance with grant writing, planning, plant and species identification, and similar services where the County's assistance or collaborative planning will further the goals of the County's LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

ARTICLE 2 TERM

This Agreement shall be effective as of the date of the signatures of the Parties (the “Effective Date”) and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3 NATURAL RESOURCES PROJECT COLLABORATION

- 3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for Projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the “Restoration Projects” or “Projects”). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the “Restoration Project NRMP”). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as “Exhibit 1”.) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.
- 3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County’s financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the “County Maximum Contribution”). In addition to the City funding obligation identified on Section 4.1, the City shall be responsible for all Restoration

Project costs exceeding the County Maximum Contribution, subject to the City's approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County's solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

- 3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly, within fourteen (14) days of receipt by the city of the bid notification, to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond within a reasonable time as requested by the County, the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City's share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.
- 3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be \$0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City's proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.
- 3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and complete its obligations or designated activities as identified in this

Agreement or on any Exhibit.

- 3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.
- 3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.
- 3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4 ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services (“the Ecological Services” or “Services”). The allocation of County resources for such Services will be in the County’s sole discretion and depend on the Dakota County Parks Director’s determination that the allocation of staff time is consistent with County interests and related to the County’s LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5 PROJECT IDENTIFICATION

- 5.1 Initial Projects. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:
- (a) CCCC – Salem Hills Park and Harmon Preservation Area Restoration (Exhibit 1A);
 - (b) CCCC – Seidl’s Lake Park Restoration (Exhibit 1B);
 - (c) Mississippi River Greenway: Ernster Park (Exhibit 1C); and
 - (d) Mississippi River Greenway: Heritage Village Park and Rock Island Swing Bridge Park (Exhibit 1D).
- 5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County’s guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6 AMENDMENTS

- 6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.
- 6.2 Administrative Amendments. The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties’ Authorized Representatives determine that such modifications do not significantly impact the Party’s approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party’s sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.
- 6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party’s budget for the Project, shall require authorization and approval by the Parties’ respective governing bodies.

ARTICLE 7 LIABILITY

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS

- 8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To the County:
Niki Geisler
Parks Director

To the City:
Adam Lares
Parks and Recreation Director

- 8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

ARTICLE 9 TERMINATION

- 9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.

- 9.2 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.
- 9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 Cooperation. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner. 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. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council
- 10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.
- 10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 10.4 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.

- 10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 10.7 Minnesota Law Governs. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 10.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 10.11 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

By: _____
Georg T. Fischer, Director
Physical Development Division

Date: _____

Dakota County Contract #
County Board Res. No.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

Date: _____

By: _____
Rebecca Kiernan, City Clerk

Date: _____

DRAFT

EXHIBIT 1

Projects

Exhibit 1A: CCCC – Salem Hills Park and Harmon Preservation Area Restoration

Exhibit 1B: CCCC – Seidl's Lake Park

Exhibit 1C: Mississippi River Greenway: Ernster Park

Exhibit 1D: Mississippi River Greenway: Heritage Village Park

Exhibit 1E: Mississippi River Greenway: Rock Island Swing Bridge Parks

DRAFT

EXHIBIT 1A

Project Title: CCCC – Salem Hills Park and Harmon Preservation Area Restoration

Conduct natural resources restoration at Salem Hills Park and Harmon Preservation Area, following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer.
- b. Reconstruct native plant communities such as oak savanna and oak woodland.
- c. Enhance habitat through seeding, planting, and adaptive management.

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

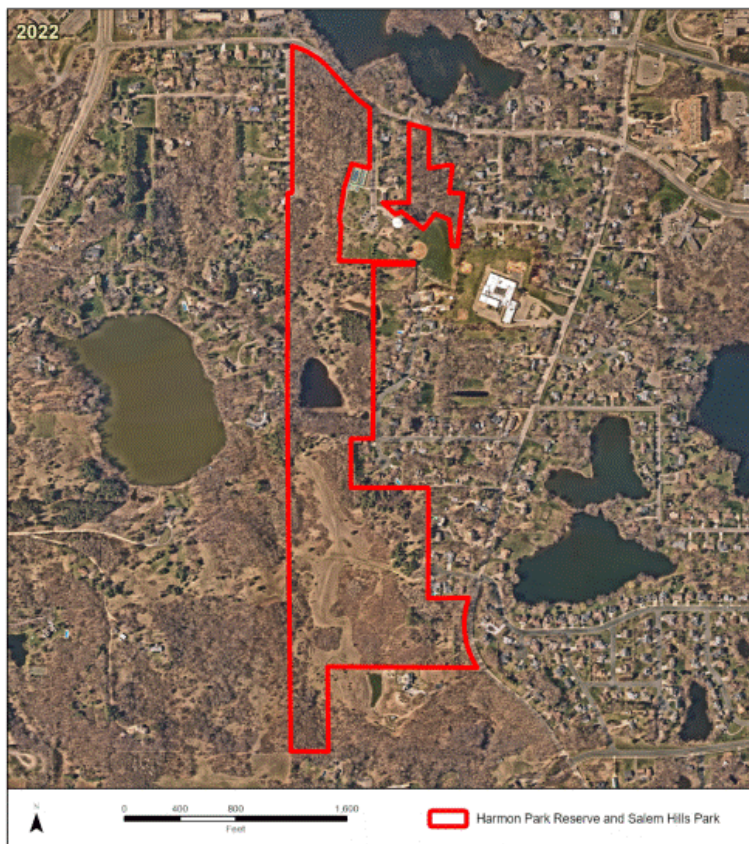
County Liaison:

Christian Klatt
Natural Resource Specialist
Telephone: (952) 891-7947
Email: christian.klatt@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The project will be completed using a combination of grants and in-kind/cash match from the City and County. Projected costs are based on best estimates and will be solidified after solicitations are received. See Table 1 for details on estimated costs and funding sources.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), the City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement. The total Project costs shall be determined based on results of a competitive bidding process, the value of actual in-kind labor contributed toward the project by the City, and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City has agreed to provide in-kind match to equal or exceed 15% of the total Project costs. Match-qualifying activities are detailed in Table 1. Reports documenting in-kind match contributions will be submitted to the County on a quarterly basis.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area outside of any County easement areas. Maintenance will be an ongoing obligation of the City, as long as the City continues to own the Project property, and will be performed according to a maintenance schedule to be determined by the City. The County shall be responsible for annual maintenance in all County easement areas for as long as the easement exists. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall

consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

City in-kind labor completed	Winter 2025-26
Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	June 30, 2027

VI. Work Plan

The following Project Task Table (Table 1) is a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Phase I Restoration Work Plan – Project Task Table (28.5 ac)

Year	Season	Units	Activity	Acres	Funding Source
2024-25	Fall/Winter	1A, 2A, 2B	Forestry mow shrubs and small trees	14.7	City (in-kind, \$45,906)
2025	Summer	1A, 2A, 2B	Cut and stump treat invasive shrubs	168 CCMI crew hours	City (in-kind, \$5,208)
2025	Fall	1A, 2A, 2B	Goat browse shrub resprouts	14.7	City (in-kind, \$X,XXX)
2025-26	Fall/Winter	1A, 2A, 2B, 5, 12A, 12B, 12C	Invasive tree removal: Fell hazard green ash trees infected with EAB. Cut Siberian elm and amur maple / treat stumps / burn piles.	28.5	Hazard Ash Tree Removal by City (in-kind, \$15,000) Remainder of tree removal by County-managed contract
2025-26	Winter	2B, 5, 12A, 12B, 12C	Forestry mow shrubs and small trees. Cut and stump treat invasive shrubs on steep slopes. Pile and burn woody debris in winter	13.8	County-managed contract
2026	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Hand-broadcast native grass seed mix.	28.5	County-managed contract

			Treat herbaceous invasive plants such as garlic mustard.		
2026	Fall	1A, 2A, 2B, 5, 12A, 12B, 12C	Spot herbicide treatment of resprouted/new germinant buckthorn and honeysuckle.	28.5	County-managed contract
2027	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Treat herbaceous invasive plants such as garlic mustard.	28.5	County-managed contract
2027	Spring	2A, 2B	Rx Fire. Alternate: broadcast spray cool season grasses with herbicide.	6.2	County-managed contract
2027	Spring	2A, 2B	Broadcast seed or snow seed native savanna mix.	6.2	County-managed contract
2027	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Plant native plugs, trees and shrubs	28.5	County-managed contract

EXHIBIT 1B

Project Title: CCCC – Seidl’s Lake Park

Conduct natural resources restoration at the portion of Seidl’s Lake Park Located in the City following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as Mesic Hardwood Forest
- c. Enhance habitat through seeding, planting, and adaptive management.

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison’s successor is appointed.

County Liaison:

Christian Klatt
Natural Resource Specialist
Telephone: (952) 891-7947
Email: christian.klatt@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and in-kind/cash match from the City and County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), the City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement. The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City has agreed to provide in-kind match to equal or exceed 15% of the total Project value. Match-qualifying activities are detailed in Table 1. Reports documenting in-kind match contributions will be submitted to the County on a quarterly basis.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area outside of any County easement areas. Maintenance will be an ongoing obligation of the City, as long as the City continues to own the Project property, and will be performed according to a maintenance schedule to be determined by the City. The County shall be responsible for annual maintenance in all County easement areas for as long as the easement exists. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

City in-kind labor completed	Winter 2023-24
Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	June 30, 2027

VI. Work Plan

The following Project Task Table (Table 1) is a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Phase I Restoration Work Plan – Project Task Table (19.4 ac)

Year	Season	Units	Activity	Acres
2023-24	Fall/Winter	1S, 4S, 6, 9, 10, 11	Forestry mow shrubs and small trees	6.0
2025	Spring	1S, 4S, 6, 9, 10, 11	Garlic mustard spot spraying	6.0
2025	Fall	4S, 10, 11	Foliar treatment of invasive shrub resprouts	9.6
2025-26	Fall/Winter	1S, 5, 7, 9, 12	Brush saw, stump treat OR forestry mow invasive trees and shrubs. Pile and burn.	7.4
2025-26	Fall/Winter	4S, 11	Erosion Control: position cut woody material across slopes/ravines, install mats/strips where needed	3.0
2026	Spring/Summer	1S, 2, 4S, 6, 7, 8, 9, 10, 12	Herbaceous weed control (mow, spot treat, Unit 7 prep spray)	7.7
2026	Fall	7	Rx Burn	0.7
2026	Fall	All Units	Seeding, plug ad shrub planting	12.8
2027	Spring/Summer	All Units	Herbaceous weed control (mow, spot treat)	19.4
Total Restoration Area				19.4

EXHIBIT 1C

Project Title: Mississippi River Greenway: Ernster Park

Conduct natural resources restoration at Ernster Park following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic hardwood forest and mesic prairie
- c. Enhance habitat and stabilize slopes through seeding, planting, and adaptive management.

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

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Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed \$75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Phase I Restoration Work Plan – Project Task Table (8.5 ac)

Year	Season	Units	Activity	Acres
2026	Winter	Oak forest	Cut, treat, pile, burn buckthorn across 1/3 of site	2
2026	Winter	Oak forest	Cut, treat, chip, haul EAB-infected ash, Siberian elm, black locust	.5
2027, 28	Spring	Oak forest	Garlic mustard spot spraying, once annually for 2 years	2
2027	Fall	Oak forest	Woody invasive follow-up	2
2027	Fall	Oak forest	Enhanced graminoid seeding	2
Total Restoration Area				2

EXHIBIT 1D

Project Title: Mississippi River Greenway: Heritage Village

Conduct natural resources restoration at Heritage Village Park following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic prairie, dry prairie, mesic hardwood forest, and terrace forest
- c. Enhance habitat through seeding, planting, and adaptive management

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

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Natural Resource Specialist
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Email: karen.solas@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location – Heritage Village Park



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed \$75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.

- d. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Heritage Village Phase I Grassland and Small Wet Basins Restoration Work Plan (45.2 ac)

Year	Timing	Activity.	Acres
1	Early Spring	Conduct prescribed burn A. Burn unit A: 1, 4(W), 9, 10, 12.	23.10
1	Spring	Post burn, spread diverse forb-rich seed mix.	0.90
1	Late Spring	Mow annual/biennial weeds to 4-5" height (common ragweed, horseweed) (reed canary grass in unit 1).	4.75

1	Early Summer	Scout and treat crown vetch, birds-foot trefoil and Canada thistle in early summer prior to flowering. Spray miscanthus in unit 10 and leafy spurge and poison hemlock in unit 6, 4, and 10. Assumes 1/4 of unit area.	8.00
1	Summer	Hand-pull spotted knapweed	0.90
1	Summer	Spot treat purple loosestrife. Hand dig yellow iris (single plant) in unit 10. Scattered populations.	1.90
1	Mid Summer	Mow/weed whip to the ground re-growth of creeping miscanthus.	1.00
1	Late Summer-early Fall	Scout unit and treat creeping miscanthus when new growth is 12" tall, by spraying all green tissue.	1.00
1	Early Sept.	Weed whip reed canary grass	1.00
1	Late Sept.	Scout and spot treat reed canary grass in late September. Assumes cover on 1/2 of area.	3.50
1	Fall	Foliar spray common buckthorn. Assumes cover on 1/2 of unit area.	10.50
1	Fall	Clip and bag any seedheads of creeping miscanthus. Potential Volunteer Task.	1.00
1	Fall	Spot treat weedy species, especially spotted knapweed, leafy spurge, and poison hemlock.	1.00
2	Early Winter	Cut and treat common buckthorn.	0.25
2	Late spring	Weed whip reed canary grass twice before early June targeting boot stage (1.2 acres). Weed whip annual/biennial weeds to 4-5" height (common ragweed, horseweed) in Unit 6 (berm) (2.5 acres).	4.50
2	Early Summer	Spot spray herbaceous invasives in mowed weedy areas of Units 6, 7, 10, 12. Treat crown vetch, birds-foot trefoil and Canada thistle in 1, 4, 7, 11, 12. Assumes cover on half of area.	7.20
2	Early summer	Mow/weed whip leafy spurge and poison hemlock (highly toxic) - patch of each. Mow/ weed whip miscanthus in unit 10.	0.10
2	Summer	Hand pull spotted knapweed (esp. 2nd yr plants to limit seed spread, and as many rosettes as possible).	0.90
2	Summer	Scout and spot treat purple loosestrife. Treat creeping miscanthus in unit 10.	4.40
2	Mid Summer	Mow/weed whip creeping miscanthus to the ground.	1.00
2	Sept.	Spray leafy spurge and poison hemlock. Treat creeping miscanthus in unit 10.	0.10
2	Summer to Early Fall	Scout and foliar spray Siberian elm low shrubs. Assumes half of unit area.	10.00
2	Early Sept.	Weed whip reed canary grass once in early September targeting boot stage or when seed head has swollen in leaf sheath but not yet emerged. In wet basin.	1.00
2	Late Sept.	Spot spray reed canary grass in late September.	1.00
2	Late Sept.	Spot spray common buckthorn resprouts/new germinants with aquatic formulation of glyphosate or triclopyr.	0.50
2	Fall	Spot treatment of spotted knapweed first-year rosettes. Patch along E edge of 4E; few scattered in other small units.	0.90
2	Fall	Clip and bag any seedheads of creeping miscanthus. Potential Volunteer Task.	1.00
3	Winter	Snow-seeding of collected (or purchased) native grass seed into areas of effective invasive control done in yrs 1 and 2. Possible volunteer event. (Acreage: Unit 1W (0.5 ac), 4W (7.0 ac) 10 (0.2 ac), 12 (1.0 ac).	8.90
3	Early Spring	Conduct prescribed burn of Burn Unit B.	11.40
3	Early Spring	Broadcast diverse, forb-rich seed mix after invasives treatment and ideally after prescribed fire.	11.20
3	Late Spring	Mow newly seeded areas once in late spring to 4-5" height.	3.10

3	Spring	Weed whip reed canary grass twice before early June targeting boot stage or when seed head has swollen in leaf sheath but not yet emerged. In wet basin.	1.50
3	Early summer	Mow/weed whip leafy spurge and poison hemlock (highly toxic) - patch of each. Mow/ weed whip miscanthus in unit 10.	0.25
3	Early Summer	If needed, treat crown vetch, birds-foot trefoil and Canada thistle prior to flowering. Assumes presence on 1/3 of unit area.	8.00
3	Summer	Scout and spot treat purple loosestrife and other weedy species. Treat creeping miscanthus in unit 10.	4.00
3	Mid-Summer	Mow newly seeded areas once in mid-summer to 4-5" height.	2.80
3	June	Spray leafy spurge and poison hemlock. Small populations in each unit.	0.10
3	Mid Summer	Mow/weed whip regrowth of creeping miscanthus to the ground.	1.00
3	Late Summer-early Fall	Scout unit and treat creeping miscanthus when new growth is 12" tall.	1.00
3	Summer to Early Fall	Scout and foliar spray Siberian elm low shrubs. Assumes presence on 1/2 of unit	10.50
3	Early Sept.	Weed whip reed canary grass once in early September.	1.00
3	Late Sept.	Spot spray reed canary grass in late September.	1.00
3	Late Sept.	Spot spray common buckthorn and Siberian elm resprouts/new germinants. Assumes presence on 1/2 of unit.	5.00
4	Spring	Spray leafy spurge and poison hemlock.	0.10
4	Early summer	Mow/weed whip creeping miscanthus to the ground. 2 visits: 1 early summer, 1 mid-summer.	2.00
4	Summer	Scout and treat creeping miscanthus when new growth is 12" tall. 2 treatments, 1 after each mowing.	2.00
5	Early Spring	Conduct prescribed burn on Units 1B, 1W, 4W, 9, 10, 12.	23.10
5	Early Spring	Seed units after burn. Seed cover for half of unit area.	8.50
5	Early Spring	Scout and treat non-native species including creeping miscanthus.	1.00
5	Early Summer	Establishment mow twice during the growing season, timing to prevent weed seed.	13.00
5	Spring	Spray leafy spurge and poison hemlock	0.10
5	Mid-summer	Mow to ground creeping miscanthus re-growth after burn	1.00
5	Early fall	Spray remaining leafy spurge and poison hemlock plants in early fall.	0.20
5	Late summer-early Fall	Treat miscanthus.	1.00
5	Late Fall	Broadcast native grass mix in treatment areas.	1.00

Table 2 – Heritage Village Phase 1: Riverine Natural Communities (5.4 ac)

Year	Timing	Activity	Acres
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1	Fall	Foliar treat common buckthorn.	0.50
1	Fall/ winter	Cut and stump treat non-native woody shrubs/trees including common buckthorn and black locust.	2.00
2	Spring	Broadcast seed of graminoid mix (MNL buckthorn replacement mix)	0.50
2	Early fall	Foliar treat non-native woody species including common buckthorn and black locust.	2.00
3	Early fall	Foliar treat non-native woody species including common buckthorn and black locust.	2.00
4	March - through season	Release of Galerucella biocontrol beetles in purple loosestrife population, if available. Potential Volunteer Project.	0.20

EXHIBIT 1E

Project Title: Mississippi River Greenway: Rock Island Swing Bridge Parks

Conduct natural resources restoration at Heritage Village and Rock Island Swing Bridge Parks following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic prairie, dry prairie, mesic hardwood forest, and terrace forest
- c. Enhance habitat through seeding, planting, and adaptive management

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

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Natural Resource Specialist
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City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location – Rock Island Swing Bridge Park



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed \$75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Rock Island Swing Bridge Phase 1

Year	Season	Unit	Activity	Acres (or unit)
1	Fall	1	Foliar spray non-native woody species. Assumes cover on 1/4 of unit	0.1
1	Fall	1	Cut and treat larger non-native woody species. Haul cut brush and pile in unit 6. Assumes cover on 1/4 of unit. Reserve some cut material for task #5.	0.1
1	Summer	1	Weed-whip non-native herbaceous species including crown vetch. Assumes cover on 1/2 of unit.	0.2
1	Summer	1	Spot spray non-native herbaceous weeds including crown vetch. Assumes cover on 1/2 of unit.	0.2
1	Fall	1	Install erosion control bars mid-slope utilizing cut buckthorn material. Stagger bars- approximately ten 10' bars to install. Use wooden stakes to secure in place.	10 bars
2	Spring	1	Broadcast MNL Buckthorn Replacement mix.	0.2
2	Fall	1	Spot spray invasive woody resprouts/new germinants.	0.1
3	Fall	1	Plant gray dogwood, smooth sumac, red osier dogwood on slope. (60 total)	60 shrubs
3	Fall	1	Optional: Along upper edge between paved trail and slope, plant native graminoid plugs. Follow-up watering (x3). Potential volunteer opportunity.	200 plugs
1	Summer	2	Spot spray or hand dig few purple loosestrife.	0.05
1	Late Summer / Early Fall	2	Spot mow Canada goldenrod to 12" before seed set to decrease competition with other native species.	0.3
2	Early spring	2	Prescribed burn, in combination with other units.	0.3
2	Early spring	2	Broadcast seed BWSR Stormwater Basin mix following the burn.	0.2
2	Late Summer / Early Fall	2	Spot mow Canada goldenrod to 12" before seed set to decrease competition with other native species.	0.3
3	Summer	2	Scout and spot treat invasives, if needed.	0.3
4	Summer	2	Scout and spot treat invasives, if needed.	0.3
1	Spring	3B	Cut or weed-whip vegetation (avoiding native prairie herbaceous spp. e.g. bergamot) to 8-10" height twice through the growing season to increase available fuel. (2x)	0.6

1	Spring	3B	Scout and foliar spray common buckthorn saplings and seedlings.	0.3
1	Summer	3A, 3B	Scout and weed-whip non-native herbaceous species including crown vetch.	0.6
1	Summer	3A, 3B	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	0.6
2	Early Spring	3B	Prescribed burn, anywhere fire will carry. In combination with other units.	0.3
2	Early Spring	3B	Post-burn, broadcast dry-mesic prairie mix.	0.1
2	Spring	3B	Establishment mow to a height of 6-8" . (2x)	0.6
2	Summer	3A, 3B	Scout and weed-whip non-native herbaceous species including crown vetch.	0.6
2	Summer	3A, 3B	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	0.6
3	Fall	3A	Spread part-sun seed mix (BWSR 36-211) in treated and open areas.	0.1
3	Fall	3A	Option: Plant mix of native forbs and grass seedlings. Follow-up watering (x3)	250 plugs
3	Fall	3B	Plant patches of a mix of native aggressive forb and grass seedlings along upper edge of the slope and along the slope as feasible. Follow up watering (x3)	500 plugs
4	Summer	3B	Scout and spot treat invasive species, if needed.	0.3
5	Early Spring	3B	Prescribed burn, anywhere fire will carry	0.3
5	Early Spring	3B	Post-burn, broadcast aggressive forb and grass seed mix in burned areas.	0.3
1	Fall	4	Cut and stump treat woody invasives, remove or stack brush to burn in winter (in Unit 6). Assumes 3/4 of unit.	0.6
2	Early Spring	4	Prescribed burn - anywhere fire will carry	0.6
2	Early Spring	4	Post-burn, broadcast MNL buckthorn replacement mix.	0.7
2	Fall	4	Spot spray invasive woody resprouts/new germinants.	0.6
3	Fall	4	Plant patches of a mix of native aggressive forb and grass seedlings along upper edge of the slope and along the slope as feasible. Follow up watering (x3)	500 plugs
5	Early Spring	4	Prescribed burn, anywhere fire will carry	0.6
5	Early Spring	4	Post-burn, broadcast aggressive forb and grass seed mix in burned areas.	0.3
1	Fall/Winter	5	Cut and stump treat woody invasives. Look out for scattered black locust. Haul or stack brush to burn in winter. Assumes 1/3 of unit.	0.3
1	Fall/Winter	5	Remove dying/dead green ash.	0.3
2	Early Spring	5	Prescribed burn - anywhere fire will carry	1.0
2	Early Spring	5	Post-burn, spread BWSR 36-212 Woodland Edge S&W.	0.5

2	Spring	5	Spot spray invasive woody resprouts/new germinants. Assumes 1/3 of unit.	0.3
2	Spring	5	Broadcast seed in woody removal areas, with MNL Buckthorn Replacement mix.	0.3
3	Summer	5	Scout and spot treat invasive species, if needed.	1.0
4	Summer	5	Scout and spot treat invasive species, if needed.	1.0
5	Early Spring	5	Prescribed burn.	1.0
5	Early Spring	5	Post-burn, spread BWSR 36-212 Woodland Edge S&W.	0.5
1	Summer	6	Scout and weed-whip non-native herbaceous species including crown vetch.	2.2
1	Summer	6	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	2.2
1	Fall/Winter	6	Use forestry mower to remove common buckthorn shrubs and sapling growth.	2.2
1	Mid-Winter	6	Burn any brush piles (hauled from Units 4, 5).	2.2
2	Early Spring	6	Prescribed burn - anywhere fire will carry	2.2
2	Early Spring	6	Post-burn, broadcast seed MNL Buckthorn Replacement mix in buckthorn removal areas	1.0
2	Early Spring	6	Post-burn, in select areas with established native grass cover, broadcast BWSR Mesic Prairie 34-642 mix.	0.5
2	Spring	6	Foliar spray non-native woody species. Assumes cover on 1/2 of unit	1.1
2	Summer	6	Scout and weed-whip non-native herbaceous species including crown vetch.	2.2
2	Summer	6	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	2.2
3	Summer	6	Scout and spot treat invasive species, if needed.	2.2
4	Summer	6	Scout and spot treat invasive species, if needed.	2.2
5	Early Spring	6	Prescribed burn.	2.2
5	Early Spring	6	Post-burn, in select areas with established native grass cover, broadcast BWSR Mesic Prairie 34-642 mix (see unit description).	0.5
1	Early Winter 2	7	Use forestry mower to remove common buckthorn saplings.	0.9
2	Spring	7	Seed with MNL Buckthorn Replacement Mix.	0.9
2	Spring	7	Scout and treat non-native species.	0.9
2	Fall	7	Foliar spray non-native woody species.	0.9
3	Fall	7	Foliar spray non-native woody species.	0.9
4	Fall	7	Plant 50 native shrubs and trees, as needed. Water (3x).	50 shrubs
1	Summer	8	Scout and spot treat purple loosestrife N of Swing Bridge.	0.1
1	Fall/Winter	8	Cut and treat common buckthorn S of Swing Bridge.	0.1

EXHIBIT 2

Funding

2A: CCCC – Salem Hills Park and Harmon Preservation Area Restoration

2B: CCCC – Seidl's Lake Park

2C: Mississippi River Greenway: Ernster Park

2D: Mississippi River Greenway: Heritage Village

2E: Mississippi River Greenway - Rock Island Swing Bridge Park

DRAFT

EXHIBIT 2A

Table 1 – Funding Sources for Harmon Park Preserve and Salem Hills Park Restoration Phase

<u>Funding Source</u>	<u>Amount</u>	<u>Cost Share</u>
Maximum Outdoor Heritage Fund State Grant (cash)	\$200,000	
Maximum County Match OHF (cash)	\$20,000	
Future Grant + Match Funding	\$206,000	
Subtotal: County Contribution	\$406,000	85%
Minimum City (in-kind)	\$60,900	15%
Total project value	\$466,900	

EXHIBIT 2B

Table 1 – Funding Sources for Seidl’s Lake Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>	<u>Cost Share</u>
Maximum Outdoor Heritage Fund State Grant (cash)	\$117,050	
Maximum County (cash)	\$11,705	
Future Grant + Match Funding		
Subtotal: County Contribution	\$128,755	85%
Minimum City (in-kind)	\$22,723	15%
Total project value	\$151,478	

EXHIBIT 2C

Table 1 – Funding Sources for Ernster Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$11,570
NRMP estimated project value	\$11,570
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000

DRAFT

EXHIBIT 2D

Table 1 – Funding Sources for Heritage Village Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$52,690
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	\$77,160
NRMP estimated project value	\$129,850
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000

EXHIBIT 2E

Table 1 – Funding Sources for Rock Island Swing Bridge Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$25,240
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	\$32,935
NRMP estimated project value	\$133,175
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000



Board of Commissioners

Request for Board Action

Item Number: DC-5061

Agenda #: 12.5

Meeting Date: 12/16/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With Miller Dunwiddie Architecture, Inc., For Fischer Trailhead Project In Spring Lake Park Reserve

PURPOSE/ACTION REQUESTED

Authorize contract amendment with Miller Dunwiddie Architecture, Inc., for professional design services for the Fischer Trailhead Project in the Spring Lake Park Reserve (SLPR).

SUMMARY

The 2024-2028 Parks Capital Improvement Program (CIP) adopted budget includes a project to design and construct a trailhead along Fischer Avenue in SLPR. The project will provide a destination for people traveling along the All-American Great River Road, which provides access to SLPR, its trail network, and amenities such as the Bison Range. Specifically, the project will include improvements to Fischer Avenue, a new parking lot with accessible parking stalls, a bus drop-off lane, and a picnic shelter with restrooms. New paved trail connections will link the trailhead to the Mississippi River Greenway and form a Bison Range interpretive trail loop.

The Fischer Trailhead Project received federal funds from the National Scenic Byways Program. The Minnesota Department of Transportation (MnDOT) acts as Dakota County's agent in accepting federal funds on Dakota County's behalf for the construction.

By Resolution No. 24-133 (March 12, 2024), the County Board approved the award of professional design services to Miller Dunwiddie Architecture, Inc. In addition to addressing the County's comments, staff and design consultants have worked with MnDOT to address the comments received during the review process. This includes relocating the trailhead further east along Fischer Avenue to avoid construction on sensitive habitat. Design consultants have incorporated all comments into an updated design, including longer roads, new parking configurations, and re-siting the building. The design obtained the Board's Approval for Schematic Design by Resolution No. 24-426 (August 27, 2024).

Staff worked with Miller Dunwiddie Architecture, Inc., to prepare bid documents. A Request for Bids was advertised on March 13, 2025, and bids were received on April 8, 2025.

Because the project included federal funding, the bids needed to be approved by the State of Minnesota's Transportation/State Aid and Office of Civil Rights (OCR), they acted as agents of the Federal Government. The original low bidder did not meet the Disadvantaged Business Enterprise goal set by the State OCR. After a lengthy appeals process, the State rejected the first low bidder

and allowed the second low bidder. This process consumed so much of the summer that once the second low bidder was under contract, the firm could not complete the project in the remaining calendar year. The design team assisted in navigating this unforeseen complication and now needs to provide construction administration services through the winter and into the first half of 2026.

During construction, the design team encountered several unforeseen conditions. These included relocating the drain field, coordinating with specialty contractors, and adjusting the trail design to accommodate fiber optic line installations, which occurred earlier this summer.

The delays after bidding, including winter conditions and work in 2026, combined with unforeseen conditions and the relocation of the project after schematic design, required the design team to employ substantial additional time and expertise on the project. Therefore, an additional budget of \$78,400 is requested to be approved. The total new contract amount will be \$430,167. The proposal for additional service request is included in Attachment: Fee Proposal Increase Justification.

RECOMMENDATION

Staff recommends that the County Board authorize a contract amendment with Miller Dunwiddie Architecture, Inc., increasing the amount by \$78,400 to a total of \$430,167.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2024 Parks CIP includes \$5,395,783 in total funding for this project. This is sufficient to cover these additional services. The breakdown of the funding sources in the Parks CIP is provided below.

Funding Source	Amount
Parks Fund Balance	\$280,000
Environmental Legacy Fund	\$700,000
SFY24 State & Met Council Operations and Maintenance Fund (State General Fund & Lottery-in Lieu)	\$300,000
SFY24 State & Met Council Regional Parks and Trails Bonding	\$2,615,783
US Department of Transportation National Scenic Byways Program	\$700,000
SFY23 Omnibus Environment & Natural Resources Finance Bill (State Fund)	\$800,000
Total	\$5,395,783

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

RESOLUTION

WHEREAS, the 2024-2028 Parks Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct a trailhead along Fischer Avenue within Spring Lake Park Reserve; and

WHEREAS, by Resolution No. 24-133 (March 12, 2024), the Board approved to select Miller Dunwiddie Architecture, Inc., to provide professional design services; and

WHEREAS, since April 2024, staff have worked with a design team to progress the design and related review process; and

WHEREAS, by Resolution No. 24-426 (August 27, 2024), the Board approved the Schematic Design as presented by staff; and

WHEREAS, Miller Dunwiddie Architecture, Inc., has prepared the construction documents, posted on March 4, 2025, and advertised in the *Hastings Journal* on March 13, 2025; and

WHEREAS, one valid bid was received on April 8, 2025; and

WHEREAS, by Resolution No. (July 8, 2025), the Board approved Eureka Construction, Inc., to construct the Fischer Trailhead Project; and

WHEREAS, due to complications in design, bidding, and construction, an additional design service fee of \$78,400 is required.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract amendment to increase the contract with Miller Dunwiddie Architecture, Inc., by \$78,400 to a total \$430,167, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-133; 3/12/24

24-426; 8/27/24

25-335; 7/8/25

ATTACHMENTS

Attachment: Fee Proposal Increase Justification

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: Yao Xiao



November 14, 2025

ATTN: Yao Xiao, Yao.Xiao@CO.DAKOTA.MN.US

RE: Fischer Avenue Trailhead - Request for Additional Services
DCP2401

Dear Yao,

We appreciate the opportunity to submit this request for additional services for the work that was required to complete this project due to unforeseen conditions and owner requested items.

- A. After completing Schematic Design for Fischer Avenue Trailhead, the location of the trailhead picnic shelter and restroom building was shifted to the area of the old homestead, east of the original trailhead site, to mitigate impacts to endangered species habitat at the restored prairie area. This required redesigning the roadway, trail, parking lot, building, and site utilities. In addition to shifting the building location, multiple studies were required to determine the best orientation of the building to accommodate the revised site design and optimize views from the building at the new location.

This additional scope was completed by the design team at a cost of **\$24,400.**

- B. Coordination with separate contractors and unforeseen conditions at the homestead site:
- a. Due to the delay in the trailhead construction schedule, additional coordination was required between the design team and Logis, the contractor hired separately by the county to install the fiber optic line to the trailhead site.
 - b. Review and coordination with Water Control Corp, the contractor hired separately by the county, for redesign of the well water treatment system.
 - c. During construction, poor soils conditions and below grade debris left from the demolished homestead buildings were discovered, requiring the complete redesign of the septic system for the trailhead building. The revised drain field location also required redesign of the trail route.
 - d. Design for demolition and replacement of below-grade well pressure tank.

This additional scope was completed by the design team at a cost of **\$34,800.00.**

- C. The original low bid general contractor, Sunram Construction, did not meet the project DBE requirements. The design team required additional hours to coordinate between MNDOT, Dakota County, and both the original low bid contractor, and the second low-bid contractor, Eureka Construction. This process significantly delayed the start of construction. Due to the delayed construction start date, the project will extend into 2026, longer than anticipated in our original project scope.

To accommodate the extended bidding review process and CA through the extended construction schedule, the design team is requesting added fees, not to exceed **\$19,200.00.**

Proposed Additional Fee

Based on the additional scope of work described above we propose to provide these additional services as follows:

A.	Revised Trailhead Location	\$24,400.00
B.	Utilities revisions and coordination	\$34,800.00
C.	Extended BA/CA.....	\$19,200.00
Total Requested Add		\$78,400.00

We hope this proposal is acceptable to you. Please contact me if you have any questions or would like to discuss.

Sincerely,



Monica R B Hartberg
President
For Miller Dunwiddie Architecture, Inc.



Board of Commissioners

Request for Board Action

Item Number: DC-5095

Agenda #: 12.6

Meeting Date: 12/16/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment With Bolton & Menk, Inc., For Construction Management Services For Minnesota River Greenway Fort Snelling Segment, In Cities Of Burnsville And Eagan, County Project P00127

PURPOSE/ACTION REQUESTED

Authorize a contract amendment with Bolton & Menk, Inc., (Bolton & Menk) for construction management services for the Minnesota River Greenway, Fort Snelling Segment, to account for additional management and inspection tasks.

SUMMARY

Dakota County is proceeding with the Minnesota River Greenway, Fort Snelling Segment (P00127) to construct 3.7 miles of the Minnesota River Greenway between trailheads located near Nicols Road and Lone Oak Road in Burnsville and Eagan, including a bridge to cross over railroad owned by Union Pacific (Attachment: Project Map).

By Resolution No. 25-044 (January 21, 2025), the County executed a contract with Bolton & Menk for \$666,423.00 for construction management and inspection services of the bridge portion of the project. The bridge construction process has experienced delays due to permitting and utility coordination challenges, requiring an amendment to address the difference between the construction timeline and level of effort anticipated during bidding versus what has been required to keep the project on schedule and budget.

The delays were caused by a required Xcel structure replacement within the project area and compliance issues with Union Pacific Railroad (UPRR) safety protocol, UPRR approval of construction of a temporary roadway within UPRR property required for power line clearance, revision of temporary wetland permits requested by the Minnesota Department of Natural Resources due to the change in project area, approval of a US Fish and Wildlife Service variance for removal of additional trees within the bat-related restriction time, delay of a requested transmission line outage, and implementation of a fen contingency plan and minimization of risks. Also, issues were encountered during pile drilling due to underground conditions, resulting in slow progress, more intensive decision-making processes, and more frequent surveying and geotechnical testing needs.

Bolton & Menk has estimated additional incurred and anticipated costs beyond the contract scope (Attachment: Amendment Request):

- Construction Project Management: \$185,814.50
- Construction Inspection: \$395,243.50
- Construction Surveying: \$46,602.50
- Materials Testing: \$16,715.40

The Contractor's schedule anticipates full-time work until the end of December 2025. Most of the concrete girders, the prefabricated truss, and the steel beams will be set in 2025. The Contractor plans to begin full-time work again in early March 2026 and has until mid-October 2026 to reach substantial completion. Additional design and/or environmental support efforts, surveying, and materials testing are expected in 2026.

RECOMMENDATION

Staff recommends execution of a contract amendment with Bolton & Menk in the amount of \$644,375.90 for additional and expanded scope tasks occurring during construction of the Minnesota River Greenway, Fort Snelling Segment.

EXPLANATION OF FISCAL/FTE IMPACTS

The Parks Capital Improvement Program includes a total project budget of \$24,447,800. The breakdown of the fundings sources in the Parks CIP is provided below. The Parks funds balance includes Federal funds awarded through the 2018 Regional Solicitation and Environmental Legacy and General funds balances. There is an uncommitted balance of \$2,467,660 for the project which is sufficient budget for the proposed contract amendment.

Funding Source	Amount
Sales and Use Tax	\$2,184,226
Regional Railroad Authority Fund	\$2,610,131
State and County Parks Funds	\$5,003,126
Metropolitan Council	\$4,090,569
Parks Fund Balance	\$10,559,748
Total	\$24,447,800

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

RESOLUTION

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

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

WHEREAS, the rapidly developing and robust recreational network that has developed in the area has created increased demand for completion of the trail connection between the recently constructed Loan Oak Trail Head, the Cedar Nicols Trailhead, and the Minnesota River Greenway

Black Dog Segment to the west; and

WHEREAS, by Resolution No. 25-044 (January 21, 2025), the Dakota County Board of Commissioners authorized execution of a contract with Bolton & Menk, Inc., for construction administration and inspection services for the bridge portion of the Fort Snelling segment of the Minnesota River Greenway in an amount not to exceed \$666,423.00; and

WHEREAS, construction of the bridge began in June 2025, a month later than scheduled, due to delays in the Xcel structure replacement; and

WHEREAS, in June, the Minnesota Department of Natural Resources denied access to the west side until the temporary wetland permit was revised and an additional permit for the access road was approved; and

WHEREAS, progress towards construction of the bridge was further set back due to US Fish and Wildlife Service variance to remove trees within bat restriction time, delayed Xcel power outage, risk mitigation of fen impacts during pile driving, and encountering rock during drilling; and

WHEREAS, these incidents and additional challenges related to the construction process have resulted in an expanded scope of work for Bolton & Menk, Inc., to oversee the construction process; and

WHEREAS, staff recommends execution of a contract amendment with Bolton & Menk, Inc., in the amount of \$644,375.90 for additional and expanded scope tasks occurring during construction of the Minnesota River Greenway, Fort Snelling Segment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to amend the contract with Bolton & Menk, Inc., by \$644,375.90 to an amended amount not to exceed \$1,310,798.90, subject to approval by the County Attorney's Office.

PREVIOUS BOARD ACTION

11-516; 10/18/11

25-044; 01/21/25

ATTACHMENTS

Attachment: Project Map

Attachment: Amendment Request

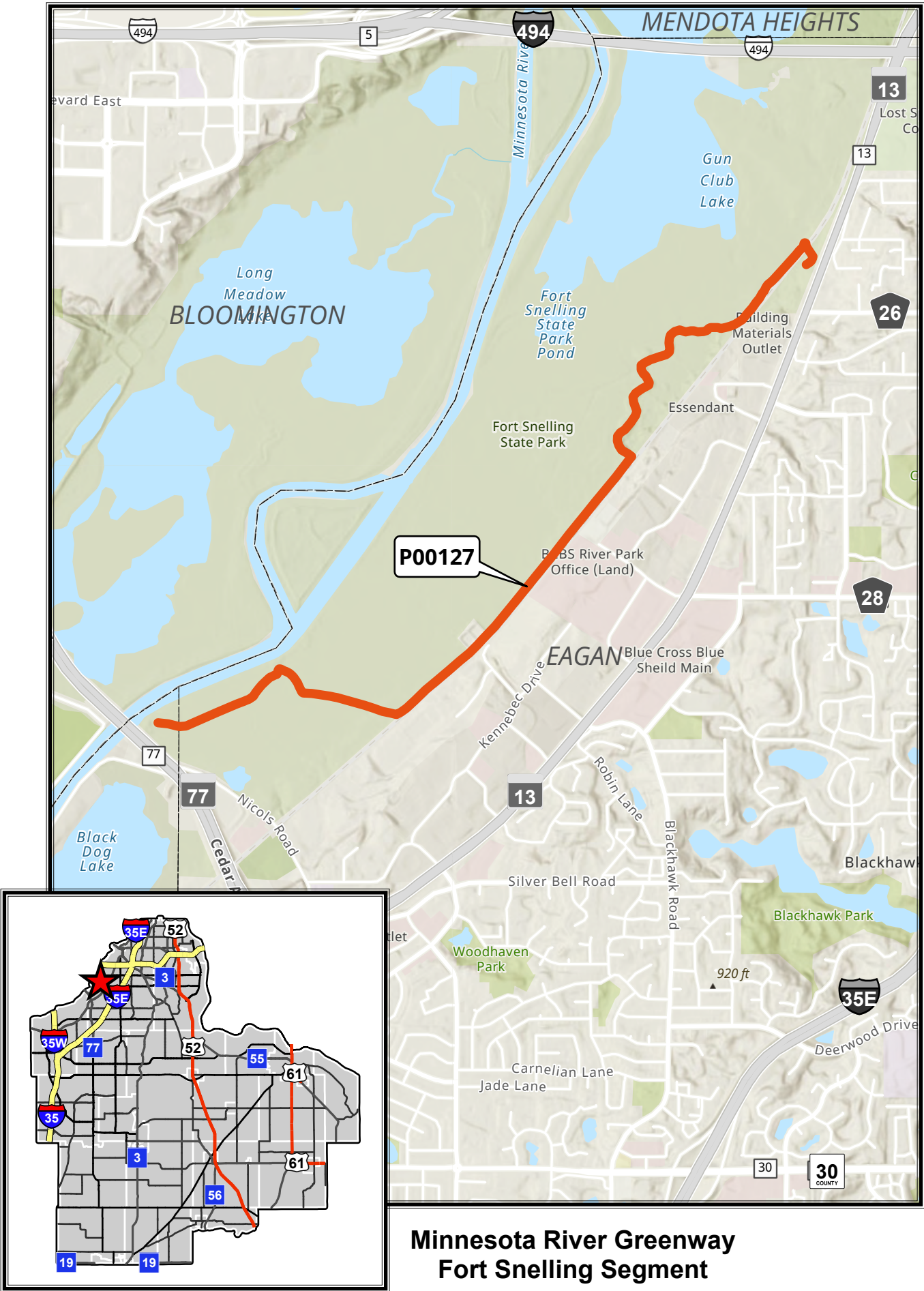
BOARD GOALS

- ☒ 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: Luisa Torres





Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

November 4, 2025

Ms. Luisa Torres - Dakota County Senior Project Manager
14955 Galaxie Avenue
Apple Valley, MN 55124

RE: Contract Request: MN River Greenway Pedestrian Bridge – Fort Snelling Segment Project (*Dakota County Contract #DCA22518*)

Dear Ms. Torres:

Bolton & Menk, Inc. respectfully requests approval of this Supplemental Agreement for Minnesota River Greenway: Bridge Construction Administration, Construction Inspection Services, Surveying and Material Testing Services (agreement) for the above referenced project. The agreement is needed to address the difference between the construction timeline and level of effort anticipated during bidding versus what has been required to keep the project on-schedule and under budget.

Job to date: Bolton & Menk has experienced project expenditures, including labor, equipment, and subconsultant fees, totaling **\$585,145.29 as of 10/14/2025**, out of the original contracted amount of \$666,423.50. This contract request is for **\$644,375.90** which represents the anticipated remaining costs to deliver the project to final completion while maintaining the same level of effort and quality that has been provided to date.

PROJECT HISTORY

On January 31, 2025, Bolton & Menk, Inc. executed a contract with Dakota County to provide bridge construction administration, construction inspection services, surveying and material testing services for the Minnesota Greenway Pedestrian Bridge project. At the time of bidding, our budget assumptions were that the contractor would be able to meet substantial completion by working 37 weeks of full-time construction between April and November, with most of the project work being completed in 2025. We did not anticipate winter work. The schedule utilized for our assumptions is provided for your review. This schedule assumed the contractor would start construction in late May 2025 and have full access to the entire project site by early June 2025.

Notice of Contract Approval was sent to the Contractor on April 8, 2025. At that point, the Contractor began to pursue their Union Pacific Railroad (UPRR) Right-Of-Entry (ROE) documents for working within UPRR right-of-way (ROW) and began construction on the east side of the railroad tracks. The temporary access road to cross the UPRR tracks was available for Xcel to utilize on April 23, 2025, for replacement of a transmission line structure required prior to bridge construction. It was anticipated that Xcel would have all their work on the west side of the tracks completed within 6 weeks. Xcel was not diligent with following the UPRR's safety protocol causing a delay in removal of equipment and material from the west side of the tracks. Xcel did not complete their work on the west side of the tracks until June 18, 2025.

During the time that Xcel was working on the west side of the tracks, the Contractor determined that the only way to safely access the west abutment and piers 1 & 2, due to the overhead power space constraints, was to construct a matted temporary roadway parallel to the tracks on the UPRR ROW. The UPRR determined that a variance request must be submitted and undergo a 6-8 week review. After the temporary access road plan was reviewed and accepted by the UPRR Real Estate group, it had to be reviewed and signed by the Dakota County Legal Department and the UPRR Agreements group. The agreement was not fully executed until August 7, 2025.

While the temporary access roadway agreement was under review, the Contractor was prepared to work on the west side of the tracks starting Monday, June 23, 2025, with Xcel forces finally out of the way. The intent was to gain access to the helix area using the previously approved temporary access road so excavation and pile driving operations could commence. The temporary access roadway needed to be shifted slightly to the east to allow the contractor access to the center of the helix between piers 6 & 7. This slight shift did not enlarge the footprint of the temporary access road; but it did shift the road 10-20 FT closer to the UPRR ROW line. On Friday, June 20, 2025, the Department of Natural Resources (DNR), who is the Local Governing Unit of the property on the west side of the railroad tracks, notified the project team that no access would be allowed on the west side until the temporary wetland permit was revised to show the change in the location of the temporary access road. The first no-loss wetland permit was executed on Friday, June 27, 2025, and on Monday, June 30, 2025, the Contractor was able to begin construction of the temporary access road to the helix. The DNR then put the project team on notice that an additional wetland permit would be required for the temporary access roadway that would be constructed on the UPRR ROW parallel to the tracks. The second no-loss permit required the DNR, the UPRR, and the City of Eagan to agree on who the authority over the permit would be. This larger footprint permit took longer to compile and review and was not executed until August 7, 2025.

During this same time, a large tree near the helix and other trees near the west abutment were being reviewed by a wildlife specialist for bats. The 1806 provisions stated that all tree clearing was to be completed under a separate contract prior to the bat restrictions date. The trees under review were located on UPRR property before the UPRR agreements were executed, so they could not be cleared ahead of construction. BMI wildlife staff reviewed the trees and worked with US Fish and Wildlife to obtain a variance to allow the project team to remove the conflicting trees within the typical bat restriction time period.

The Contractor was coordinating with Xcel Energy early in the project to schedule an outage for the overhead power lines that run parallel with the new bridge alignment. This outage was needed to safely use a crane for pile driving, concrete placement and girder setting for the west abutment and wingwalls, and piers 1 & 2. Xcel told the project team that an extended outage would be granted beginning mid-September 2025. With the warm temperatures experienced in September, the Xcel outage did not begin until Monday, October 13, 2025.

The largest cost and schedule risk associated with this project was the risk of puncturing a water confining layer during pile driving and impacting the calcareous fen located within and near the project construction limits. Due to the challenging access situation on the project, there were minimal soil borings available over most of the new bridge footing locations. As part of the fen contingency plan, the DNR required a certified well drilling company to be available within 24 hours of the notice of a confining water layer puncture. The well drilling contractor, along with a Geotechnical Engineer, would then compile a response plan to access,

drill, and seal the puncture. It is estimated that a puncture of a water confining layer during pile driving operations on the west side of the tracks would have cost the County around \$400,000/each puncture to seal. Therefore, the project team spent significant time during and prior to pile driving operations to minimize the risk and impact to these areas. Underground conditions were variable, and cobbles were hit frequently. Different types of pile driving criteria were attempted, including redrives in hopes of achieving bearing at less depth. The well driller was on standby at \$5k per day during pile driving so the entire project team did everything in their power to review data and make prompt decisions to keep the operation always moving forward, while minimizing the risk of puncturing a water confining layer and impacting the fen.

As the Contractor and the project team worked to manage access issues on the west side of the tracks, the Contractor kept their project crews busy by working on the east side of the tracks. The east abutment and the piers on the east side of the tracks were constructed one at a time and in small pieces. This caused survey and AET material testing staff to make frequent site visits for minimal project work progress.

All items listed above have increased the amount of time the contractor needs to construct the project and the number of hours required to administer, inspect, permit, survey and material test. The original budget did not account for the inefficiencies noted above and the linear fashion in which this project is required to be constructed. BMI staff notified the County Project Manager in July 2025 that our budget burn rate was moving faster than anticipated compared with the progress of work being completed. The County staff reinforced the importance of keeping the project on-schedule and managing construction risk in the process. The County was not interested in decreasing the level of service.

Bolton & Menk has been diligently working as necessary and as requested to satisfy requirements of all stakeholders, perform the duties outlined within our existing contract and provide all the support necessary to keep the project on-schedule to meet important milestone dates and reduce risk and cost to the Dakota County.

CONTINUED CONSTRUCTION PROJECT MANAGEMENT & COORDINATION – TASK 001

The Contractor's schedule anticipates full time work taking place until just before December 25, 2025. The Contractor plans to set most of the concrete girders, the prefabricated truss and the steel beams in 2025. Assume 10 weeks of construction from October 14, 2025, to December 25, 2025. The Contractor plans to begin fulltime work again in early March 2026, and has until October 14, 2026, to reach substantial completion. Assume 32 weeks of full-time construction in 2026. Assume 18 hours per week, which includes any design and/or environmental support efforts. A final summary of fen monitoring, water pumping, etc. for all the work on the west side of the tracks will need to be compiled and sent to the DNR.

**ADDITIONAL SERVICES FEE (756 HOURS PLUS \$11,178.50 OF OVERBUDGET WORK ALREADY
PERFORMED TO-DATE) \$185,814.50**

CONTINUED CONSTRUCTION INSPECTION – TASK 002

The Contractor's schedule anticipates full time work taking place until just before December 25, 2025. The Contractor plans to set most of the concrete girders, the prefabricated truss and the steel beams in 2025. Assume 10 weeks of construction from October 14, 2025, to December 25, 2025. The Contractor plans to begin fulltime work again in early March 2026, and has until October 14, 2026, to reach substantial

completion. Assume 32 weeks of full-time construction in 2026. Assume 55 hours per week for full-time construction. The Contractor has been working most Saturdays and plans to continue doing so.

**ADDITIONAL SERVICES FEE (2310 HOURS REQUIRED TO COMPLETE THE PROJECT MINUS THE
\$75,996.50 OF REMAINING BUDGET) \$395,243.50**

CONTINUED CONSTRUCTION SURVEYING – TASK 3.0

The Contractor anticipates they have made 60% of the total project survey requests as of 10/14/2025. The survey budget has been prorated based on that assumption and the amount of effort expended to date.

**ADDITIONAL SERVICES FEE (PRORATED AMOUNT BASED OFF CONTRACTOR’S EXPECTED REMAINING
SURVEY REQUESTS) \$46,602.50**

CONTINUED MATERIALS TESTING – TASK 4.0

Like Survey, the Material Testing budget has been used faster than anticipated due to multiple small concrete pours on the east side of the tracks.

ADDITIONAL SERVICES FEE (SEE ATTACHED SCOPE FROM AET) \$16,715.40

FINAL DOCUMENTATION – TASK 5.0

No progress has been made or budget utilized for this task.

ADDITIONAL SERVICES FEE \$0.00

PERFORMED WORK SUMMARY

Task No.	Task Description	Amount Used as of 10/14/25	Remaining Amount as of 10/14/25
1.0	Construction Project Management	\$198,300.00	(\$11,178.50)
2.0	Construction Inspection	\$316,298.50	\$75,996.50
3.0	Construction Surveying	\$57,217.50	(\$8,457.50)
4.0	Materials Testing	\$13,329.29	\$8,688.21
5.0	Final Documentation	\$0.00	\$16,229.00
		<u>\$585,145.29</u>	<u>\$81,277.71</u>

PROJECTED WORK SUMMARY

Task No.	Task Description	Total Amount Needed to Complete the Project <i>(Note: this is the summation of the amount used as of 10/14/25 and the Amendment Amount Required)</i>	Amendment Amount Required
1.0	Construction Project Management	\$372,936.00	\$185,814.50
2.0	Construction Inspection	\$787,538.50	\$395,243.50
3.0	Construction Surveying	\$95,362.50	\$46,602.50
4.0	Materials Testing	\$38,732.90	\$16,715.40
5.0	Final Documentation	\$16,229.00	\$0.00
		<u>\$1,310,798.90</u>	<u>\$644,375.90</u>

PROJECT SUMMARY

Original Contract	\$666,423.00
Contract Amendment Request	<u>\$644,375.90</u>
Proposed Total Project Amount	\$1,310,798.90

To the best of our knowledge and understanding, this should provide enough budget to keep the same level of continued service through final construction completion.

If you approve this request, please prepare a new contract accordingly. Should you have any questions or seek additional information regarding this request, please do not hesitate to contact me directly at Daniel.Franta@Bolton-Menk.com or 507-327-2540.

Sincerely,

BOLTON & MENK, INC.



Dan Franta, PE
Principal Construction Engineer



Board of Commissioners

Request for Board Action

Item Number: DC-5094

Agenda #: 12.7

Meeting Date: 12/16/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Final Plats Recommended By Plat Commission

PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

SUMMARY

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County's access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review (Attachments: Meeting Notes and Location Maps).

RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

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

WHEREAS, the final plat approval by the County Board is subject to the conditions established by

the Plat Commission review; and

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

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

DEER CREEK 2ND ADDITION

Empire

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Map

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

DAKOTA COUNTY PLAT COMMISSION MEETING SUMMARY

November 19, 2025

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

Plat Name:	DEER CREEK 2ND ADDITION
PID:	220150026031
City:	City of Empire
County Road:	Future County Road (Biscayne Ave.)
Current ADT (2017):	tbd
Projected ADT (2040):	tbd
Current Type:	4-lane divided
Proposed Type:	4-lane divided
R/W Guideline:	75 ft ½ R/W
Spacing Guideline:	tbd
Posted Speed Limit:	tbd
Proposed Use:	Residential
Status:	Preliminary
Location:	SE ¼; Sec 20-114-19
In attendance (11/19/25):	Jenni Faulkner (city); John Anderson (developer); Charles Seipel-Teng (city)

REVIEW 11/19/25:

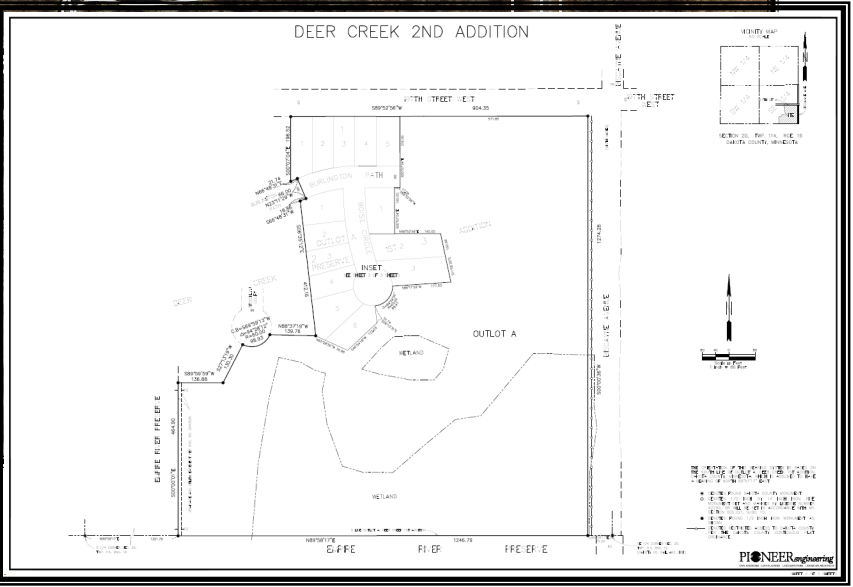
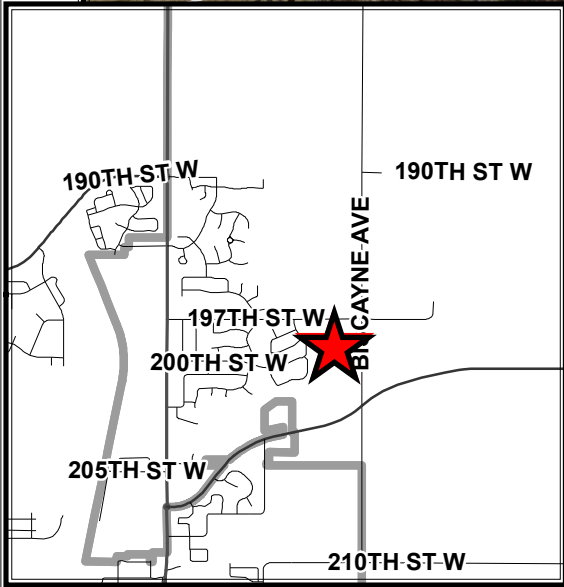
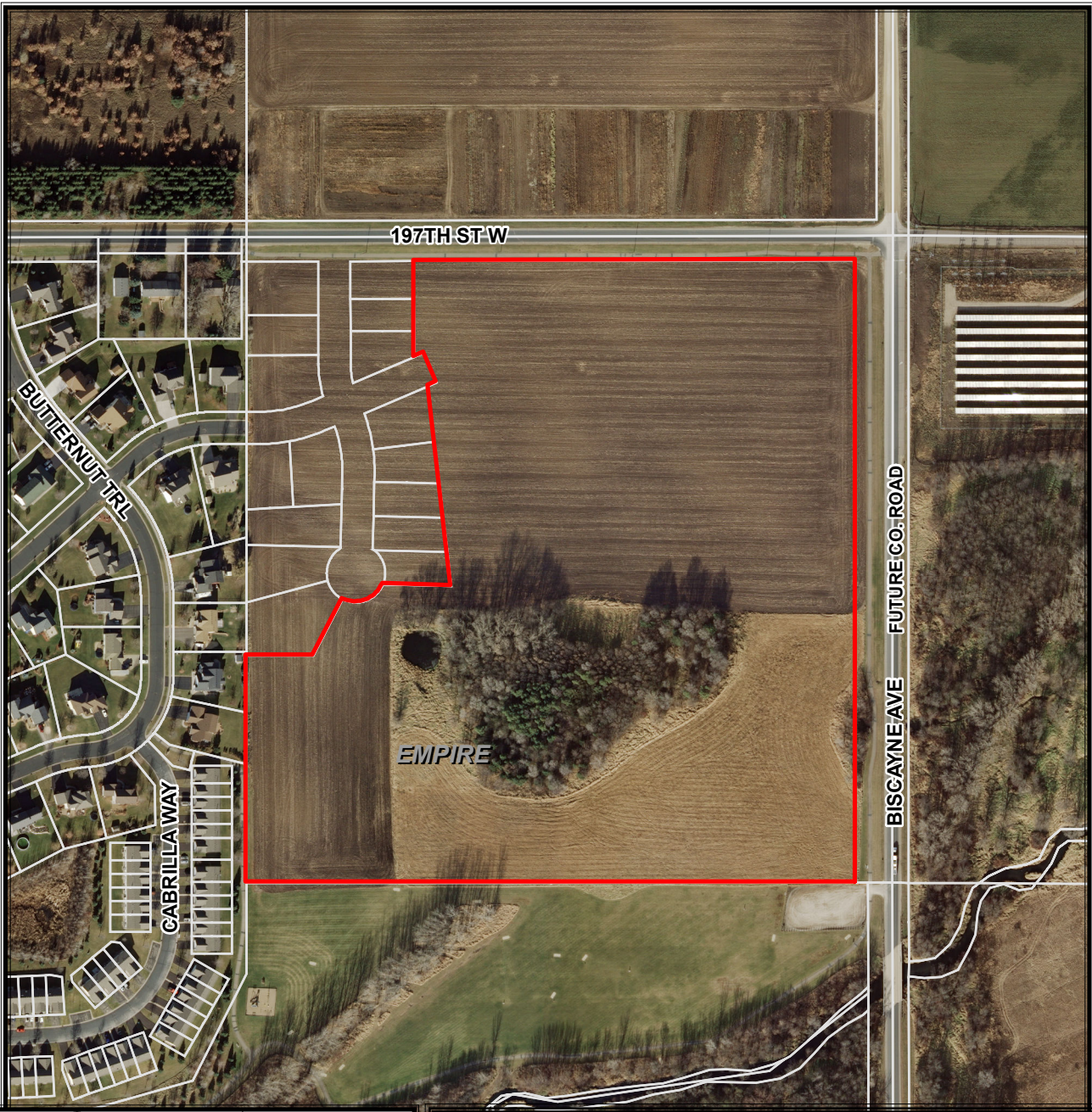
This is replat of Outlot A, DEER CREEK. This plat includes 14 residential lots. Restricted access is shown along all of Future CR (Biscayne Avenue) per the plat of DEER CREEK. Access to the site is via 197th Street West (a city street). There were no other comments.

RECOMMENDATION 11/19/25:

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

DEER CREEK 2ND ADDITION

Prepared by Dakota County Physical Development Division





Board of Commissioners

Request for Board Action

Item Number: DC-5159

Agenda #: 12.8

Meeting Date: 12/16/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Eureka Construction Inc., Amend Reimbursement And Relocation Agreement With Northern States Power Company; And Execute Agreement With Minnesota Department Of Transportation For Federal Participation In Advanced Construction (117th Street East), County Project 32-65

PURPOSE/ACTION REQUESTED

- Award the construction contract for County Project (CP) 32-65 to Eureka Construction, Inc.
- Amend the reimbursement and relocation agreement with Northern States Power Company dba Xcel Energy, originally approved by Resolution No. 25-214 (April 22, 2025), to increase the not-to-exceed amount by \$10,000.
- Authorize execution of an agreement with the Minnesota Department of Transportation (MnDOT) for federal participation in advanced construction of CP 32-65.

SUMMARY

Dakota County, in partnership with the City of Inver Grove Heights, is proceeding with CP 32-65 to reconstruct 117th Street East from County State Aid Highway (CSAH) 71 to the Trunk Highway (TH) 52/117th Street Interchange.

Bid Opening and Contract Award

Bids were opened on December 4, 2025. The engineer's estimate was \$19,000,016.20. The low bid from Eureka Construction, Inc. was \$14,599,448.50, approximately \$4.4 million below the estimate. The bid is internally consistent and reflects strategic pricing advantages.

Bid Results:

<u>Bidder</u>	<u>Bid Amount</u>
Eureka Construction, Inc.	\$14,599,448.50
Park Construction Company	\$15,184,365.00
Meyer Contracting Inc.	\$15,966,384.70
McNamara Contracting	\$16,235,675.45
S.M. Hentges & Sons, Inc.	\$17,949,031.03
Shafer Contracting Co., Inc.	\$18,826,889.74
Engineer's Estimate	\$19,000,016.20

Background and Coordination

County Project 32 65 has been developed in close coordination with the City of Inver Grove Heights,

the Minnesota Department of Transportation (MnDOT), and utility partners. By Resolution No. 24 072 (February 6, 2024), the County executed a Joint Powers Agreement with the City, which included authorization for the City to apply \$5,000,000 in State of Minnesota Local Roads Improvement Program (LRIP) bond funds 100 percent to City costs, subject to approval by the County Attorney's Office as to form. By Resolution No. 24 625 (December 17, 2024), the County executed a Cooperative Construction Agreement (No. 1057369) with MnDOT for improvements at the TH 52/117th Street interchange. Also, by Resolution No. 24 530 (October 29, 2024), the County accepted State bonding funds administered by MnDOT for eligible project costs. A reimbursement agreement with Xcel Energy for preliminary engineering was authorized by Resolution No. 23 044 (January 24, 2023), and a relocation agreement was subsequently approved under Resolution No. 25 214 (April 22, 2025). The current action represents the first amendment to that relocation agreement, increasing the not to exceed amount by \$10,000 to reflect final coordination and material cost adjustments.

Cost Participation

Consistent with County policy, the City of Inver Grove Heights will contribute approximately \$6.5 million toward the project, including 15 percent of the cost difference between a standard collector and the enhanced 10-ton design. Dakota County will contribute approximately \$10.6 million, with an additional \$8 million anticipated from the Metropolitan Highway Freight Program.

Amendment to Xcel Energy Agreement

An amendment is needed to increase the not-to-exceed amount by \$10,000, bringing the total to \$1,216,000. The increase reflects inflation and material cost adjustments identified during final coordination with Xcel Energy.

MnDOT Federal Participation Agreement

An agreement with MnDOT is required to secure federal reimbursement for eligible construction costs.

RECOMMENDATION

Staff recommends approval of the following actions:

1. Award the construction contract for CP 32-65 to Eureka Construction, Inc.
2. Amend the reimbursement and relocation agreement with Xcel Energy to increase the not-to-exceed amount by \$10,000.
3. Execute the federal participation agreement with MnDOT for advanced construction of CP 32-65.

EXPLANATION OF FISCAL/FTE IMPACTS

The total project budget for CP 32-65 is \$23,038,262.25, supported by a combination of Transportation Sales and Use Tax, Transportation Capital Improvement Program, federal funds, and City contributions. Sufficient funds remain available to support the construction contract with Eureka Construction, the amendment to the Xcel Energy agreement, and execution of the MnDOT federal participation agreement.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights are proceeding with County Project (CP) 32-65 to reconstruct 117th Street East from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to the Trunk Highway (TH) 52/117th Street Interchange; and

WHEREAS, the project includes construction of a two-lane, median-divided 10-ton roadway to improve mobility, pavement condition, and freight movement along a Tier 1 regional truck corridor; and

WHEREAS, bids were opened on December 4, 2025, and Eureka Construction, Inc., submitted the lowest responsible bid of \$14,599,448.50, approximately \$4.4 million below the engineer's estimate of \$19,000,016.20; and

WHEREAS, the bid is internally consistent and reflects strategic pricing advantages in several major items; and

WHEREAS, the City of Inver Grove Heights will contribute approximately \$6.5 million toward the project in accordance with County cost participation policies, and the project is anticipated to receive \$8 million in federal funding through the Metropolitan Highway Freight Program; and

WHEREAS, by Resolution No. 25-214 (April 22, 2025) authorized a reimbursement and relocation agreement with Northern States Power Company dba Xcel Energy in an amount not to exceed \$1,206,000; and

WHEREAS, based on final coordination and scope adjustments, an amendment is needed to increase the not-to-exceed amount by \$10,000, for a revised total of \$1,216,000; and

WHEREAS, to receive federal reimbursement for eligible construction costs, Dakota County must enter into an agreement with the Minnesota Department of Transportation for federal participation in advanced construction.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to award the construction contract for County Project 32-65 to Eureka Construction, Inc., in the amount of \$14,599,448.50, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an amendment to the reimbursement and relocation agreement with Northern States Power Company dba Xcel Energy to increase the not-to-exceed amount by \$10,000, for a revised total of \$1,216,000, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an agreement with the Minnesota Department of Transportation for federal participation in advanced construction of County Project 32-65, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

23-044; 1/24/23
24-072; 2/6/24
24-530; 10/29/24
24-625; 12/17/24
25-214; 4/22/25

ATTACHMENTS

Attachment: Location Map

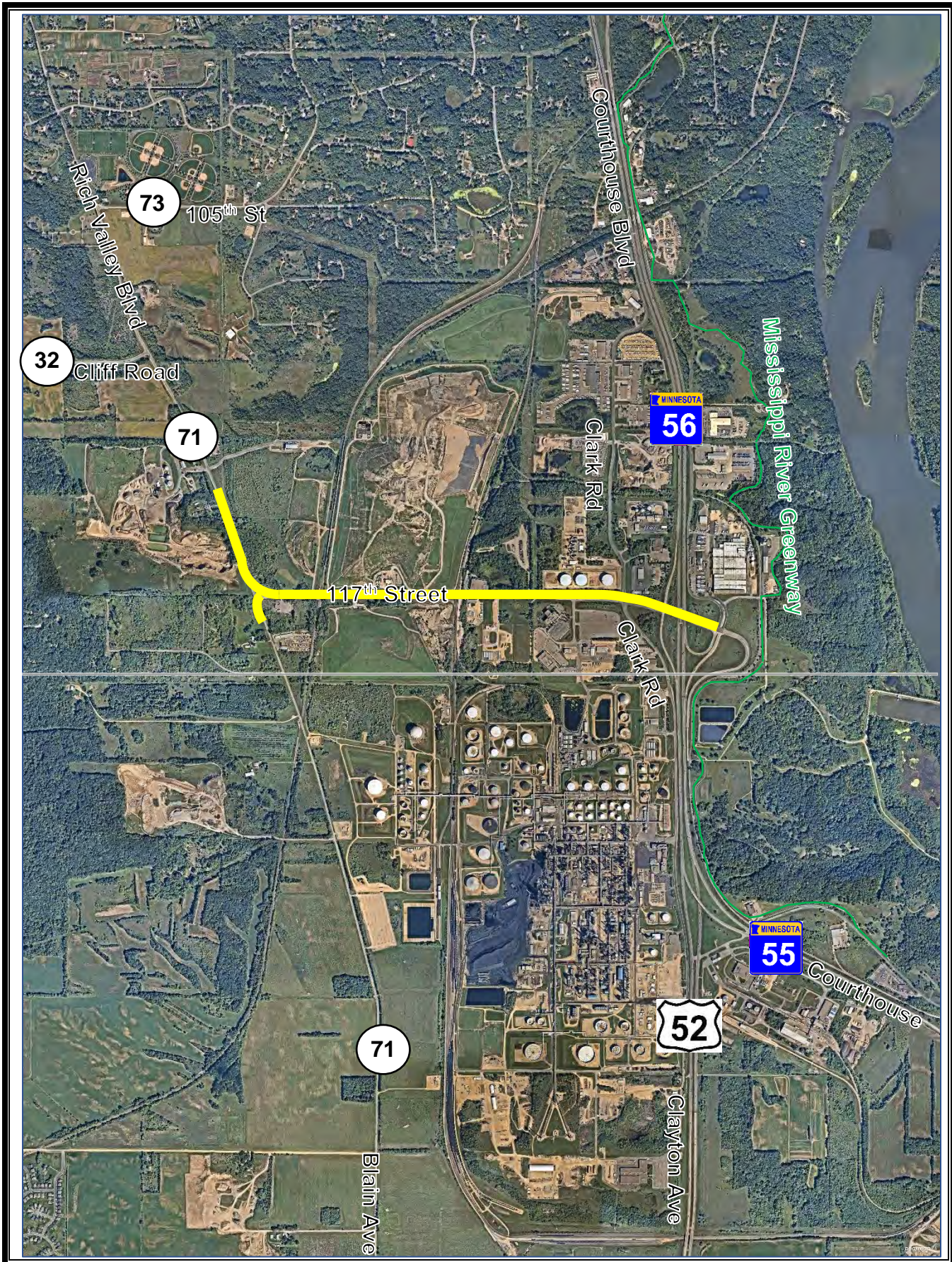
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: John Sass



County Project 32-65



Board of Commissioners

Request for Board Action

Item Number: DC-5098

Agenda #: 13.1

Meeting Date: 12/16/2025

DEPARTMENT: Sheriff

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With City Of Empire To Provide A Full-Time Deputy For Police Services

PURPOSE/ACTION REQUESTED

Authorize the Sheriff's Office to execute a contract with the City of Empire to provide one full-time deputy for police services.

SUMMARY

The Sheriff's Office and the City of Empire entered into a contract for police services in May 2022 through December 2023. The contract was renewed January 1, 2024 through December 31, 2025.

The City of Empire and the Sheriff's Office wish to continue their partnership and agree to enter into a new contract for the years 2026 and 2027.

Under this contract, the Sheriff's Office will continue to provide one full-time patrol deputy assigned 40 hours per week to the City of Empire for police services. The City agrees to compensate the County a maximum of \$171,330 for services in the year 2026 and a maximum of \$176,469 in the year 2027. These costs cover salary, benefits, and vehicle expenses.

RECOMMENDATION

Renew contract with the City of Empire to provide one full-time deputy for police services from January 1, 2026 through December 31, 2027 and amend the Sheriff's Office 2026 budget.

EXPLANATION OF FISCAL/FTE IMPACTS

The City of Empire agrees to compensate the County a maximum of \$171,330 for services provided in 2026 and a maximum of \$176,469 for the year 2027. The compensation covers salary, benefits, and vehicle expenses. The expenses and revenues for this agreement are included in the County Manager's 2026 Recommended Budget as part of the Sheriff's Office budget in the General Fund.

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

RESOLUTION

WHEREAS, the City of Empire and the Dakota County Sheriff's Office wish to enter into an agreement where the Sheriff's Office provides one full-time patrol deputy for police services in the City at 40 hours per week from January 1, 2026 through December 31, 2027; and

WHEREAS, the City of Empire will compensate the County a maximum of \$171,330 for the year 2026 and a maximum of \$176,469 for the year 2027 to cover salary, benefits, and vehicle expenses.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to execute a contract with the City of Empire to provide police services in the City at 40 hours per week for the period of January 1, 2026 through December 31, 2027 where the City of Empire will compensate the County a maximum of \$171,330 for the year 2026 and a maximum of \$176,469 for the year 2027, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

22-088; 02/22/22

24-033; 01/02/24

ATTACHMENTS

Attachment: Empire Deputy Contract 2026-2027

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: Joe Leko

Author: Nina Langer

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF EMPIRE**

This Agreement ("Agreement") is made and entered on this 1st day of January 2026, by and between the COUNTY OF DAKOTA through the DAKOTA COUNTY SHERIFF, hereinafter referred to as ("County") and the CITY OF EMPIRE hereinafter referred to as the ("Municipality"). The County and the Municipality are collectively referred to herein as the "Parties".

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality to continue to contract with the County for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the Municipality desires to enter into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of said municipality through the County Sheriff; and

WHEREAS, the County is agreeable to rendering such services and protection on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota Statutes §§ 471.59 and 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. **Scope of Services.** That the County by way of the Sheriff agrees to provide law enforcement services within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
 - A. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type of coming within the jurisdiction of the Dakota County Sheriff pursuant to Minnesota Laws and Statutes.
 - B. The Services provided under this Agreement are in addition to the standard level of service provided for the unincorporated areas of the County of Dakota, State of Minnesota
 - C. Assignment authority of the personnel designated to perform Law Enforcement Services for the Municipality shall remain under control of the Sheriff or his designee.
 - D. The rendition of services, the. standard of performance, the discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in and under the control of the Sheriff.
 - E. Services purchased pursuant to this contract shall include enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and Criminal Code.

Enforcement of Municipal ordinances shall be done in accordance with the separate Joint Powers Agreement for Ordinance Enforcement.

F. The Services shall further include:

- Performing patrol functions to include random patrolling of residential area, businesses, parks, and other public property.
- During scheduled hours, investigate and enforce ordinances of the municipality and Minnesota state statutes.
- The assigned deputy will serve as a point of contact for the Sheriff's Office to the City of Empire City Council and its residents and attend City Council Meetings. A Sheriff's Administration member may attend city council meetings as requested or needed.
- Performing motorist assists including vehicle lockouts.
- Completing reports as required during the scope of their duties.
- Assisting other agencies including Dakota County Sheriff's Office as needed.
- Responding to law enforcement, medical, fire, and other emergencies.
- Traffic enforcement including the regular use of speed detection devices as a speed deterrent.

G. The scheduled service will consist of a Sheriff's Deputy assigned to provide Services to the Municipality during four ten-hour shifts, working 40 hours per week. The ten-hour shift will commence at 2:00 p.m. and end at midnight. The schedule days-on will rotate weekly from Tuesday, Wednesday, Thursday, Friday to Thursday, Friday, Saturday, Sunday. The County reserves the right to adjust on an as-needed basis to maintain the deputy's training, qualifications, and earned time off.

2. **Independent Contractor.** It is expressly understood that the County is an independent Contractor. The County Sheriff's Office shall have control over the manner in which the Law Enforcement Services are performed under this Agreement.

A. The provision of Law Enforcement Services, the standards of performance, the discipline of the deputies and employees and other matters incident to the performance of the Law Enforcement Services under this Agreement, and the control of personnel employed by the County shall remain under the control of the Dakota County Sheriff's Office or the Sheriff's designee.

B. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court under the laws of the State of Minnesota or ordinances of the City or County, and fines, if any, will be remitted in accordance with the laws of the State of Minnesota.

3. **Compensation.**

- A. The Municipality shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County. The Municipality agrees to pay to the County for 40 hours a week for law enforcement services. The Parties agree that the law enforcement services shall be billed on a quarterly basis. The amount to be billed for 2026 will be for a full contractual year not to exceed \$171,330.00. The amount to be billed for 2027 will be for the full contractual year not to exceed \$176,469.90.
- B. The County shall bill the Municipality on a quarterly basis for the provision of Law Enforcement Services under this Agreement.
- C. The Municipality shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes, Section 471.425, as amended.

4. **Term**

- A. The County shall commence the provision of Law Enforcement Services on January 1, 2026, and this Agreement shall remain in effect for a period of 2 years, unless earlier terminated by operation of law or pursuant to the terms of this Agreement.
- B. The County shall provide the City with information on a new contract term, including proposed contract costs, staffing options, and any other information that the Municipality may request, prior to June 30, 2027.
- C. Any Party may terminate this Agreement during the term by providing 3 months written notice of termination to the other Party. The Parties may voluntarily terminate this Agreement at any time by mutual agreement.
- D. In the event of termination, the Municipality shall only be responsible to pay for the Law Enforcement Services satisfactorily performed by the County to the effective date of termination.

5. **Cooperation of Parties.**

- A. The Parties agree to take all reasonable and necessary steps to facilitate the performance of their duties under this Agreement.
- B. To facilitate the County's performance pursuant to this Agreement, the Municipality and County shall work together to achieve the objectives of this Agreement for the benefit of the residents of the Municipality. Each Party to this Agreement shall designate a liaison for the purposes stated above. Meetings of the liaisons can be called by any Party.
- C. For the purpose of maintaining cooperation, local control and general information on existing complaints and problems in said Municipality, one member of the City Council and/or City Clerk shall be appointed to monitor the agreement and shall make periodic

contacts with and attend meetings with the Sheriff or his Office in relation to the contract herein.

- D. In the event there is a dispute that cannot be resolved informally, the Parties shall select a mediator to mediate the dispute. If the dispute is not resolved by mediation, the Parties may pursue any available legal remedy.

6. **Liability.**

- A. Except as otherwise provided herein, the Municipality shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any of the County's employees providing Law Enforcement Services to the Municipality under this Agreement and the County hereby assumes said liabilities.
- B. Except as otherwise provided herein, the Municipality shall not be liable for compensation or indemnity to any of the County's employees for injury or sickness arising out of their employment with the County and/or provision of the Law Enforcement Services to the Municipality, and the County agrees to defend, indemnify and hold the Municipality harmless against any such claims.
- C. To the fullest extent permitted by law, the County agrees to defend, indemnify and hold harmless the Municipality, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the County's negligence or the County's performance or failure to perform its obligations under this Agreement, except as set forth below. The County agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- D. To the fullest extent permitted by law, the Municipality agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Municipality's negligence or the Municipality's performance or failure to perform its obligations under this Agreement. The Municipality agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- E. The failure to furnish the Law Enforcement Services because of weather, road conditions, or the unavailability of personnel or equipment, shall not be a breach of this Agreement.
- F. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses.
- G. Nothing herein shall be construed to provide insurance coverage or indemnification to an employee, official or agent of any Party for any act or omission for which the employee, official or agent is guilty of malfeasance in office, willful neglect of duty or bad faith. It is further understood that Minnesota Statutes, section 471.59, subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a

"single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. For purposes of determining total liability damages, the parties are considered a single governmental unit, and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 3.736 or section 466.04.

7. **General Provisions.**

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The County may not assign this Agreement to any other person unless written consent is obtained from the Municipality.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the County shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.
- F. Government Data/Privacy. The County agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPPA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The County understands that all of the data created, collected, received, stored, used, maintained or disseminated by the County in performing those functions that the Municipality would perform is subject to the requirements of Chapter 13. This does not create a duty on the part of the County to provide the public with access to public data if the public data is available from the Municipality, except as required by the terms of this Agreement.
- G. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- H. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to County: Chief Deputy Dan Bianconi,
1580 Highway 55,
Hastings MN 55033

Notice to Municipality: Empire Clerk c/o Charles Seipel-Teng,
3385 197th Street,
Farmington MN 55024

- I. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- K. Effective Date. This Agreement is effective on January 1, 2026.

IN WITNESS WHEREOF, The Municipality, by resolution duly adopted by It governing body, caused this agreement to be signed by its Board Chair and attested by its Clerk; and the County of Dakota, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman and Clerk of said Board, and by the Dakota County Sheriff, effective on the day and year first above written.

City of Empire:

Dakota County:

Melanie Lee, Mayor

Dated: _____

Dan Bianconi, Chief Deputy Sheriff

Dated: _____

Approved as to Form:

Charles Seipel-Teng, Clerk-Administrator

Dated: _____

Assistant Dakota County Attorney

Dated: _____



Board of Commissioners

Request for Board Action

Item Number: DC-5116

Agenda #: 13.2

Meeting Date: 12/16/2025

DEPARTMENT: Sheriff

FILE TYPE: Consent Action

TITLE

Authorization To Extend Joint Powers Agreement With City Of Eagan For Distribution Of High-Intensity Drug Trafficking Grant Funding

PURPOSE/ACTION REQUESTED

Authorize Dakota County to execute a joint powers agreement (JPA) with the City of Eagan for distribution of High-Intensity Drug Trafficking Area (HIDTA) Grant funding January 1, 2025 through December 31, 2026 or until the 2025 Grant funds are exhausted, whichever occurs first.

SUMMARY

In 2017, Dakota County was identified as a High-Intensity Drug Trafficking Area (HIDTA) and has been awarded federal Grant funding each year to combat drug trafficking in cooperation with five metro area drug task forces. The Office of National Drug Control Policy awarded Dakota County 2025 HIDTA funding in the amount of \$61,842.00. The Grant funding from HIDTA includes operational and analytical support at the Dakota County Drug Task Force (DCDTF). The 2025 funding will be combined with remaining 2024 grant monies in the amount of \$32,709.00 to fund the current Dakota County Sheriff's Office full-time crime analyst in the sum of up to \$94,551.00 for 2025. The County will be reimbursed from the Grant for increased expenses which exceed the \$61,842 as authorized by the HIDTA Board during the term of this agreement. Acceptance of the Grant funding to add and support the full-time crime analyst was requested and approved by Resolution No. 17-173 (March 21, 2017).

The HIDTA crime analyst is a Dakota County employee and works through the DCDTF. Because the award recipient for HIDTA is the City of Eagan who assumes the administrative and financial responsibilities of the Grant, a JPA with the City of Eagan must be executed to allow for disbursement of HIDTA Grant funds to the Sheriff's Office.

RECOMMENDATION

Authorize the Sheriff to execute a JPA with the City of Eagan to allow for disbursement of federal HIDTA grant funding to the Sheriff's Office full-time crime analyst assigned to the DCDTF.

EXPLANATION OF FISCAL/FTE IMPACTS

Acceptance of the grant funding and addition of one grant funded employee was approved by Resolution No. 17-173 (March 21, 2017). HIDTA funds supporting the Sheriff's Office crime analyst wages and benefits is included in the Sheriff's 2025 budget and will be included in the Sheriff's Office 2026 County Manager's Recommended Budget.

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

RESOLUTION

WHEREAS, Dakota County has been identified as a High-Intensity Drug Trafficking Area (HIDTA) and through that designation, became recipients of federal grant funding for investigation of narcotics trafficking offenses; and

WHEREAS, acceptance of that grant funding and the addition of a grant funded crime analyst position was approved by Resolution No. 17-173 (March 21, 2017); and

WHEREAS, the Grant funds the assigned Sheriff's Office crime analyst who supports the Dakota County Drug Task Force; and

WHEREAS, the City of Eagan is the fiscal agent for the Dakota County Drug Task Force; and

WHEREAS, the County must enter into a joint powers agreement with the City of Eagan to allow the City to disburse HIDTA grant funding to the County through December 31, 2026 or until the Grant funds are exhausted, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Sheriff is hereby authorized to execute a joint powers agreement with the City of Eagan to allow the City (as the Dakota County Drug Task Force fiscal agency) to disburse High-Intensity Drug Trafficking Area grant funding to the County through December 31, 2026 or until the Grant funds are exhausted, whichever comes first.

PREVIOUS BOARD ACTION

21-383; 07/20/21

23-228; 05/23/23

ATTACHMENTS

Attachment: Joint Powers Agreement with Eagan

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Joe Leko

Author: Nina Langer

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF EAGAN AND DAKOTA COUNTY
FOR THE ADMINISTRATION AND DISTRIBUTION OF THE HIDTA GRANT**

THIS JOINT POWERS AGREEMENT ("Agreement") is made by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota and the City of Eagan ("City") pursuant to Minnesota Statutes § 471.59. The County and the City are sometimes referred to as the "parties." The parties are governmental units of the State of Minnesota.

RECITALS:

- I. The City was awarded a 2025 High Intensity Trafficking Areas ("HIDTA") program grant, award number HID1325G0519-00, in the amount of \$145,177.00 (the "Grant") to provide funding to the Dakota County Drug Task Force and the Dakota County Sheriff's Department.
- II. As the award recipient of the Grant, the City assumes the administrative and financial responsibilities of the Grant, and agrees to comply with the grant conditions set forth in the grant agreement (the "Grant Conditions"), entered into between City and the Office of the National Drug Control Policy ("ONDCP").
- III. The County is a resource recipient of the Grant and will receive \$61,842 from the City. These Grant funds will be utilized by the County to pay the salary and benefits of the equivalent of 1.0 FTE employee to serve and support the Dakota County Sheriff's Office.
- IV. As a resource recipient of the Grant, the County is also responsible for complying with the Grant Conditions.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** This Agreement provides for the administration and distribution of the Grant and compliance of the Grant Conditions. County, through its employees, agents or contractors, will provide the services described in Paragraph 3. City, through its employees, agents or contractors, will provide the services described in Paragraph 4 herein.
2. **TIME OF PERFORMANCE AND FUNDING.** Notwithstanding the dates of the signatures of the parties to this Agreement, this Agreement shall be effective from January 1, 2025, and continue until December 31, 2026, or until all Grant funds are exhausted, whichever occurs first. The County will be reimbursed from the Grant for increased expenses which exceed the \$61,842.00 as authorized by the HIDTA Board during the term of this Agreement.
3. **COUNTY DUTIES AND RESPONSIBILITIES.** The County, through its Sheriff's Office, agrees to assign the equivalent of 1.0 FTE employee as a crime intelligence analyst. The County agrees to comply with the Grant Conditions, attached hereto as Exhibit 1, and any subsequent agreements entered into between City and ONDCP in connection with the Grant during the time of performance of this Agreement and all requirements of the HIDTA program and other applicable laws.
4. **CITY DUTIES AND RESPONSIBILITIES.** City agrees to comply with the Grant Conditions and provide any information to County that is required for County to undertake the activities described in Paragraph 3.

5. **DISBURSEMENT PROCEDURE.** As long as no default has occurred under this Agreement, the City shall reimburse the County for all costs, up to \$61,842.00 the County incurs relating to the employment of the Employee, including salary, PERA benefits, FICA/Medicare, workers' compensation insurance, and County provided health, dental, and life insurance. If additional HIDTA Grant Funds are received by the City for the County's designated support employee, the City can disburse those funds under this Agreement. The County shall provide an invoice to the City on a quarterly basis, detailing the full costs associated with the Employee assigned to the Dakota County Sheriff's Office, and the City will reimburse the County after receiving the funds from HIDTA.

6. **REPORTING, ACCOUNTING; AND AUDITING REQUIREMENTS.**

- a. **Accounting and Records.** Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- b. **Auditing.** The Parties shall comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by each party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by any party.
- c. **Access to Records.** For purposes of an audit, each party shall allow the other party access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement.

7. **AUTHORIZED REPRESENTATIVES.** The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by their respective Boards. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To County:
Joseph Leko
Dakota County Sheriff
1560 Highway 55
Hastings, MN 55033
Telephone: (651) 438-4700

To City:
Mike Maguire
Mayor
3830 Pilot Knob Rd
Eagan, MN 55122
Telephone: (651) 657-5000

8. **LIAISONS.** To assist the Parties in the performance of this Agreement and the Grant Conditions, liaisons shall be designated by the Parties. The Parties shall inform the others, in writing, of any change in the designated liaison. At the time of execution of this Agreement the following persons are the designated liaisons:

County's Liaison:

Chief Deputy Dan Bianconi

1580 Highway 55

Hastings, MN 55033

Telephone: (651) 438-4702

Email: Daniel.Bianconi@co.dakota.mn.us**City's Liaison:**

Alexandra O'Leary

3830 Pilot Knob Road

Eagan, MN 55122

Telephone: (651) 675-5032

Email: AOLeary@cityofeagan.com

9. **MERGER AND MODIFICATION.** It is understood and agreed this Agreement and the Grant Conditions are the entire agreement between the Parties and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be a part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties.
10. **DEFAULT AND CANCELLATION.** A default will occur if either party fails to perform any of the provisions of this Agreement. In the event of a default by County, City may refuse to disburse funds under this Agreement until such default is cured.
11. **INDEPENDENT CONTRACTOR.** County shall select the means, method, and manner of performing the obligations herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting County as the agent, representative or employee of City for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this Agreement shall have no contractual relationship with City and shall not be considered employees of City. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against County, its officers, agents, contractors, or employees shall not be the responsibility of City. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Insurance, disability, severance pay and PERA.
12. **INDEMNIFICATION.** Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgment. Paragraph 11 shall survive the expiration or earlier termination of this Agreement.
13. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which counterpart, when

so executed and delivered, shall be deemed to be an original, and all of which counterparts, when taken together, shall constitute one agreement.

14. TERMINATION.

13.1 **In General.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. If this Agreement is not cancelled before December 31, 2026, this Agreement shall automatically terminate on January 1, 2027.

13.2 **Termination by City for Lack of Funding.** Notwithstanding any provision of this Agreement to the contrary, the City may immediately terminate this Agreement if it does not obtain funding from HIDTA, or if funding cannot be continued at a level sufficient to allow payment amounts due under this Agreement. Written notice of termination sent by the City to the County by facsimile constitutes notice under this Agreement. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers.

DAKOTA COUNTY

Approved by Dakota County Board

By: _____

Resolution #: _____

Title: _____


Date: _____

CITY OF EAGAN

By:  _____

Mike Maguire

Its: Mayor

By:  _____

Beth VanHoose

Its: City Clerk

Date: 11-18-2025

Date: 11-18-2025

Approved as to form:

Approved by Eagan City Council

Assistant City Attorney/Date

Resolution # _____



Office of National Drug Control Policy

Notice of Award

Award# HID1325G0519-00

FAIN# HID1325G0519

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

CITY OF EAGAN
3830 PILOT KNOB RD
SAINT PAUL, MN 55122-1810

2. Congressional District of Recipient
02

3. Payment System Identifier (ID)
41-0847612

4. Employer Identification Number (EIN)
410847612

5. Data Universal Numbering System (DUNS)
6. Recipient's Unique Entity Identifier (UEI)
JA6SGLGFW8N7

7. Project Director or Principal Investigator

Joshua Fahey
joshua.fahey@co.dakota.mn.us
651-994-6221

8. Authorized Official

Joshua Feldman
jfeldman@cityofeagan.com
651-675-5019

Federal Agency Information

Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information

Shannon L. Kelly
Assistant Director
Shannon_L_Kelly@ondcp.eop.gov
202-841-5240

10. Program Official Contact Information

Shannon L. Kelly
Assistant Director
Shannon_L_Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number

HID1325G0519-00

12. Unique Federal Award Identification Number (FAIN)

HID1325G0519

13. Statutory Authority

P.L. 119-4

14. Federal Award Project Title

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number

95.001

16. Assistance Listing Program Title

High Intensity Drug Trafficking Areas

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 01/01/2025 - **End Date** 12/31/2026

20. Total Amount of Federal Funds Obligated by this Action \$145,177.00

20a. Direct Cost Amount \$145,177.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$145,177.00

26. Period of Performance Start Date 01/01/2025 - **End Date** 12/31/2026

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$145,177.00

28. Authorized Treatment of Program Income
29. Grants Management Officer - Signature

Lisa Newton
Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.



Office of National Drug Control Policy

Notice of Award

Award# HID1325G0519-00

FAIN# HID1325G0519

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

CITY OF EAGAN

3830 PILOT KNOB RD

SAINT PAUL, MN 55122-1810

Congressional District of Recipient

02

Payment Account Number and Type

41-0847612

Employer Identification Number (EIN) Data

410847612

Universal Numbering System (DUNS)**Recipient's Unique Entity Identifier (UEI)**

JA6SGLGFW8N7

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$145,177.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$145,177.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$145,177.00
m. Federal Share	\$145,177.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID1325G0519	HID	410001	95.001	\$145,177.00	011202520261070000



35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. § 3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.

(2) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – “New Restrictions on Lobbying”
- 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the recipient’s audited fiscal year to [The Federal Audit Clearinghouse \(fac.gov\)](#)

(4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

(5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

(6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.

(8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP’s conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;



Office of National Drug Control Policy

Notice of Award

Award# [HID1325G0519-00](#)

FAIN# [HID1325G0519](#)

Federal Award Date: [05/23/2025](#)

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.



Office of National Drug Control Policy

Notice of Award

Award# [HID1325G0519-00](#)

FAIN# [HID1325G0519](#)

Federal Award Date: [05/23/2025](#)

- (11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
- (12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.
- (13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:
- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
 - Evaluate and monitor the recipient entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
 - Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- (14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.
- (15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
- (16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—
- the percentage of the total costs of the program or project which will be financed with federal money;
 - the dollar amount of federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and



Office of National Drug Control Policy

Notice of Award

Award# [HID1325G0519-00](#)

FAIN# [HID1325G0519](#)

Federal Award Date: [05/23/2025](#)

performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:



(a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level, but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. PAYMENT BASIS

(1) A request for advance or reimbursement shall be made using the HHS/PMS system (<https://pms.psc.gov/>).

(2) The recipient, must utilize the object classes specified within the initial budget/grant application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

(3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. §§ 5301 — 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as instructed in <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.

(4) The recipient or subrecipient may keep interest amounts up to \$500 per year for administrative purposes.



Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

Initiative Cash by HIDTA

FY 2025

HID24000167

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type
North Central	CITY OF EAGAN	Dakota County Drug TF	\$83,335.00	Investigation
		MN Investigative Support Center	\$61,842.00	Intelligence
	Agency Total: CITY OF EAGAN		\$145,177.00	

Budget Detail

2025 - North Central

Initiative - Dakota County Drug TF

Investigation

Award Recipient - CITY OF EAGAN (HID24000167)

Resource Recipient - Dakota County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$145,177.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	5	\$39,330.00
Total Overtime		\$39,330.00
Services	Quantity	Amount
Investigative services		\$11,875.00
Total Services		\$11,875.00
Supplies	Quantity	Amount
Investigative/Operational		\$1,900.00
Total Supplies		\$1,900.00
Other	Quantity	Amount
PE/PI/PS	1	\$30,230.00
Total Other		\$30,230.00
Total Budget		\$83,335.00

Budget Detail

2025 - North Central

Initiative - MN Investigative Support Center

Award Recipient - CITY OF EAGAN (HID24000167)

Resource Recipient - Dakota County Sheriff's Office

Intelligence

Awarded Budget (as approved by ONDCP)		\$145,177.00
Personnel	Quantity	Amount
Analyst - Intelligence	1	\$53,689.00
Total Personnel		\$53,689.00
Fringe	Quantity	Amount
Analyst - Intelligence	1	\$8,153.00
Total Fringe		\$8,153.00
Total Budget		\$61,842.00



Board of Commissioners

Request for Board Action

Item Number: DC-5100

Agenda #: 14.1

Meeting Date: 12/16/2025

DEPARTMENT: Property Taxation and Records

FILE TYPE: Consent Action

TITLE

Approval Of Applications For Property Tax Penalty Abatement

PURPOSE/ACTION REQUESTED

Approve penalty abatement applications exceeding \$10,000 for MV Eagan Ventures and MVE Residential LLC (Viking's Lake).

SUMMARY

Applicant: MV Eagan Ventures

Parcel ID Number: 10-82012-01-010

Owner: MV EAGAN VENTURES LLC

Property Location: 2611 Nordic Way, Eagan MN 55121

2025 2nd Half Penalty Abatement Request: \$19,113.36

Applicant: MVE Residential LLC

Parcel ID Number: 10-82013-01-030

Owner: MVE RESIDENTIAL LLC

Property Location: 700 Vikings Pkwy, Eagan MN 55121

2025 2nd Half Penalty Abatement Request: \$17,965.31

Pursuant Minn. Stat. §375.192, subd. 2, upon written application by the owner of any property, the county board may grant the reduction or abatement of taxes of any costs, penalties, or interest if the board deems just and equitable. The county board may consider and grant reductions or abatements on applications only as they relate to taxes payable in the current year and the two prior years.

Dakota County Abatement Policy 8751, the County Board delegates its authority to grant abatements of penalty for late payment of current year tax for documented cases of hardship or clerical error, in an amount not to exceeding \$10,000.00 to the County Property Taxation & Records Department.

County Board action is required for abatements that the penalty, interest, and costs for delinquent taxes is \$10,000 or more.

On September 19, 2025, MV Eagan Ventures and MVE Residential LLC mailed its property tax payments through UPS Mailing. The taxpayer discovered that the UPS package with the tax payments was lost in transit. The taxpayer completed the Abatement Application, provided documentation from UPS confirming that the package was reported lost, and included a bank-issued

stop-payment notice dated October 28, 2025.

The policy allows for approval of the abatement of penalty when a bank-issued stop-payment is filed within 30 days of the original payment due date, October 15, 2025. The abatement amounts for these two parcels exceeds the County's delegated approval threshold of \$10,000, therefore County Board action is required for approval.

When any approved abatement is granted, the County Property Taxation & Records Department is then required to give a twenty-day notice to the school board and municipality in which the property is located.

RECOMMENDATION

Staff in the Dakota County Property Taxation & Records Department recommend that the Dakota County Board of Commissioners approve the abatement applications for MV Eagan Ventures and MVE Residential LLC.

EXPLANATION OF FISCAL/FTE IMPACTS

The abatement reduces collected penalty revenue by a total of \$37,078.67. No FTE impacts.

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

RESOLUTION

WHEREAS, the Dakota County Property Taxation & Records Department requests that the Dakota County Board of Commissioners approve the abatement applications for MV Eagan Ventures and MVE Residential LLC; and

WHEREAS, in accordance with Minn. Stat. §375.192, subd. 2, upon written application by the owner of any property, the county board may grant the reduction or abatement of taxes of any costs, penalties, or interest if the board deems just and equitable; and

WHEREAS, Dakota County Abatement Policy 8751 allows for approval of the abatement of penalty when a bank-issued stop-payment is filed within 30 days of the original payment due date, October 15, 2025; and

WHEREAS, MV Eagan Ventures and MVE Residential LLC completed the Abatement Application, provided documentation from UPS confirming that the package was reported lost, and included a bank-issued stop-payment notice dated October 28, 2025; and

WHEREAS, County Board action is required for abatements that the penalty, interest, and costs for delinquent taxes is \$10,000 or more.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Minn. Stat. §375.192, the Dakota County Board of Commissioners hereby approves the penalty abatements for the parcels described as follows:

Applicant: MV Eagan Ventures
Parcel ID Number: 10-82012-01-010

Owner: MV EAGAN VENTURES LLC

Property Location: 2611 Nordic Way, Eagan MN 55121

2025 2nd Half Penalty Abatement: \$19,113.36

Applicant: MVE Residential LLC

Parcel ID Number: 10-82013-01-030

Owner: MVE RESIDENTIAL LLC

Property Location: 700 Vikings Pkwy, Eagan MN 55121

2025 2nd Half Penalty Abatement: \$17,965.31

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: MV Eagan Ventures Penalty Abatement Application

Attachment: MVE Residential Penalty Abatement Application

Attachment: UPS Tracking

Attachment: U.S. Bank Stop Payment

Attachment: Policy 8751 Abatements

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: Amy Koethe

Author: Airabella Lepinski



Dakota County Penalty Abatement Application

Dakota County Property Taxation & Records

Administration Center | 1590 Highway 55 Hastings, MN 55033

Phone 651.438.4576 | Fax 651.438.4399 | Email taxation@co.dakota.mn.us

www.co.dakota.mn.us

Minnesota Statute 279.01
Dakota County Resolution 91-715
Dakota County Policy 8751

- > U.S. Postmarks are considered final unless a written document from the U.S. Postmaster which includes details regarding a "late pick-up" from a specific box accompanies this document.
- > Penalty will not be waived simply because taxpayer(s) failed to make timely payments.
- > Penalty is waived ONLY if one of the below criteria is met.
- > Failure to receive your property tax statement is not adequate cause for late payment.
- > We recommend that you pay your tax and penalty to avoid additional penalty if your application is denied (see back of tax statement for penalty payment schedule).
- > The application will be reviewed, and you will be notified of the decision within 30 days.
- > If penalty is waived, a refund will be issued (or additional check for penalty will be returned) for amount of penalty paid.

Property Owner(s) MV Eagan Ventures
Name of Applicant (If Different) _____
Parcel Identification Number (PIN) 10-82012-01-010
Address 2685 VIKING CIRCLE STE 050 City/Zip Eagan 55121
Phone 320-339-1356 Email accounting@mvventures.com
Tax Year 2025 Tax Due \$ 477,834 Penalty Due \$ 19,113.36 Has Penalty Been Paid? No

Reason and Explanation Taxes Have Not Been Paid Timely (**Explain Fully and Attach Supporting Documentation**):

- ☐ **Clerical Error** - Error made by the county, municipality or other taxing authority performing clerical duties, such as coding, transposition, or mathematics which causes erroneous classification, erroneous valuation or late payment of tax.
- ☐ **Hardship** - A tragedy or casualty, such as death of an immediate family member, extreme or extended illness, accident, fire, or other extreme hardship, that occurs over the payment due date and causes late payment. Supporting documentation required.
- ☐ **Postal Error** - The error of the U.S. Postal Service where the Postal Service admits such error in writing.
- ☒ **Postal Error** - The Taxpayer documents and provides the issuance of a stop payment notice for a lost check that was mailed to pay property taxes. The stop payment notice must be an authorized, official copy from your bank and reference the cancelled check number, amount and the date the check was issued. The stop payment notice must be issued within **30 days** of the payment due date.

For Additional Comments, Use the Reverse Side of This Form

Are Prior Year Taxes Delinquent? No

Is Property Owned Jointly? No If Yes, By Whom (Describe Relationship To You)? _____

If Joint Owner Exists, Please Explain Why Joint Owner Did Not Assist In Timely Payment: _____

Were You Aware Of The Dakota County Direct Payment And On-Line Payment Features? Yes (Visit County Website For More Details)

☒ I/we have read the statements below and affirm that the above information provided represents a true and full statement of all facts known to the applicant(s) relative to this matter.

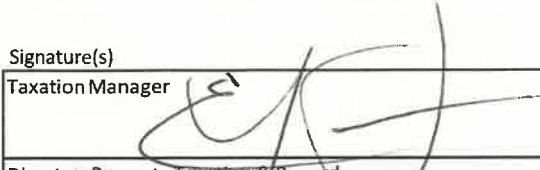
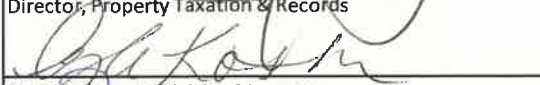

Signature Of Applicant [Signature] Date November 13, 2025

Joint Owner Signature _____ Date _____

NOTE: Minnesota Statute 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

OFFICE USE ONLY

A request was duly received from the applicant for the abatement of penalty for late payment of real estate taxes.

Signature(s)		Reference # _____
Taxation Manager		Date Received _____
Director, Property Taxation & Records		Date of Approval <u>11/12/25</u>
Director/Deputy Division Director		Date of Denial _____
		Date of Approval <u>11/12/2025</u>
		Date of Denial _____
		Date of Approval <u>11/17/2025</u>
		Date of Denial _____

Additional Comments From Front Page:

Mailed out the checks for all our parcels on 9/18 from NJ and the checks never got delivered. Last update is on 9/22
see UPS tracking

We put stop payment on all checks on 10/28/25 - see attached



Dakota County Penalty Abatement Application

Dakota County Property Taxation & Records

Administration Center | 1590 Highway 55 Hastings, MN 55033

Phone 651.438.4576 | Fax 651.438.4399 | Email taxatlon@co.dakota.mn.us

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- > Penalty is waived ONLY if one of the below criteria is met.
- > Failure to receive your property tax statement is not adequate cause for late payment.
- > We recommend that you pay your tax and penalty to avoid additional penalty if your application is denied (see back of tax statement for penalty payment schedule).
- > The application will be reviewed, and you will be notified of the decision within 30 days.
- > If penalty is waived, a refund will be issued (or additional check for penalty will be returned) for amount of penalty paid.

Property Owner(s) MVE Residential LLC

Name of Applicant (If Different) _____

Parcel Identification Number (PIN) 10-82013-01-030

Address 2685 Vikings Circle Ste 050 City/Zip Eagan 55121

Phone 320-339-1356 Email accounting@mventures.com

Tax Year 2025 Tax Due \$ 449,133 Penalty Due \$ 17,965.31 Has Penalty Been Paid? No

Reason and Explanation Taxes Have Not Been Paid Timely (**Explain Fully and Attach Supporting Documentation**):

- ☐ **Clerical Error** - Error made by the county, municipality or other taxing authority performing clerical duties, such as coding, transposition, or mathematics which causes erroneous classification, erroneous valuation or late payment of tax.
- ☐ **Hardship** - A tragedy or casualty, such as death of an immediate family member, extreme or extended illness, accident, fire, or other extreme hardship, that occurs over the payment due date and causes late payment. Supporting documentation required.
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Is Property Owned Jointly? No If Yes, By Whom (Describe Relationship To You)? _____

If Joint Owner Exists, Please Explain Why Joint Owner Did Not Assist In Timely Payment: _____

Were You Aware Of The Dakota County Direct Payment And On-Line Payment Features? Yes (Visit County Website For More Details)

☒ I/we have read the statements below and affirm that the above information provided represents a true and full statement of all facts known to the applicant(s) relative to this matter.

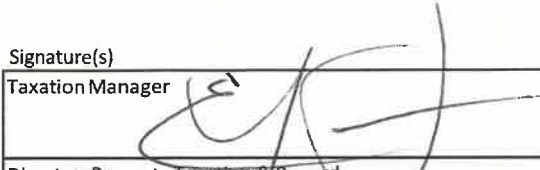
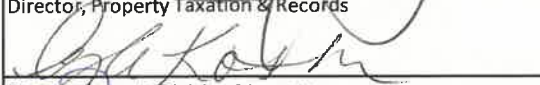

Signature Of Applicant [Signature] Date November 13, 2025

Joint Owner Signature _____ Date _____

NOTE: Minnesota Statute 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

OFFICE USE ONLY

A request was duly received from the applicant for the abatement of penalty for late payment of real estate taxes.

Signature(s)		Reference # _____
Taxation Manager		Date Received _____
Director, Property Taxation & Records		Date of Approval <u>11/12/25</u>
Director/Deputy Division Director		Date of Denial _____
		Date of Approval <u>11/12/2025</u>
		Date of Denial _____
		Date of Approval <u>11/17/2025</u>
		Date of Denial _____

Additional Comments From Front Page:

Mailed out the checks for all our parcels on 9/18 from NJ and the checks never got delivered. Last update is on 9/22 see UPS tracking

We put stop payment on all checks on 10/28/25 - see attached



- Shipping
- Tracking
- Products & Services
- The UPS Store

Your shipment
1ZE088150194635638

The delivery date will be provided as soon as possible.

This claim requires additional documentation from the sender to complete the process.

Ship To
HASTINGS, MN US

- Label Created
United States
09/19/2025, 2:47 P.M.
- We Have Your Package
Bound Brook, NJ, United States
09/19/2025, 6:32 P.M.
- On the Way
Eagan, MN, United States
09/22/2025, 6:32 A.M.
- Incomplete Documentation Received
10/28/2025, 10:24 A.M.

View All Shipping Details

Get Answers Fast

If you need help, use the [Virtual Assistant](#). Still stuck? Try our [Tracking Support](#) for more specific guidance.

Notify Me

Track Another Package


Track




Stay Safe - Avoid Fraud and Scams

Received a text, call, or email that seems suspicious? Don't respond to it.


Tips to Avoid Fraud




[Shipping](#)
[Tracking](#)



We Have Your Package
 Bound Brook, NJ, United States
 09/19/2025, 6:32 P.M.



On the Way
 Eagan, MN, United States
 09/22/2025, 6:32 A.M.



Incomplete Documentation Received
 10/28/2025, 10:24 A.M.

[View All Shipping Details >](#)

Get Answers Fast
 If you need help, use the [Virtual Assistant](#)

[Notify Me >](#)

This Site

[Tracking](#)

[Shipping](#)

[Support](#)

[Recognize a UPS Employee](#)

[Communication Preferences](#)

You've Got the Details
 You're seeing what customer service agents would share with you. If you need more support, use the [Virtual Assistant](#) or contact your shipper.


 Times shown are in Local Time [Change](#)

10/28/2025 10:24 A.M.	Incomplete Documentation Received This claim requires additional documentation from the sender to complete the process.
10/28/2025 10:24 A.M.	A claim has been issued to the sender for your package. Please contact the sender for more information.
10/28/2025 10:24 A.M.	We've begun an investigation to locate the package.
09/22/2025 6:32 A.M.	On the Way Processing at UPS Facility Eagan, MN, United States
09/22/2025 1:23 A.M.	Arrived at Facility Eagan, MN, United States
09/22/2025 12:54 A.M.	Departed from Facility Minneapolis, MN, United States
09/21/2025 8:45 P.M.	Arrived at Facility Minneapolis, MN, United States
09/21/2025 3:18 P.M.	Departed from Facility Janesville, WI, United States
09/21/2025 3:07 P.M.	Arrived at Facility Janesville, WI, United States
09/21/2025 2:16 P.M.	Departed from Facility Rockford, IL, United States
09/20/2025 7:00 A.M.	Arrived at Facility Rockford, IL, United States
09/20/2025 1:04 A.M.	Departed from Facility Newark, NJ, United States
09/19/2025 10:02 P.M.	Arrived at Facility Newark, NJ, United States
09/19/2025 9:10 P.M.	Departed from Facility Bound Brook, NJ, United States
09/19/2025 6:32 P.M.	We Have Your Package Arrived at Facility Bound Brook, NJ, United States

[Close Window](#)

History Detail

Manual Input

To print this page, use your browser's print command. For best formatting, change the print orientation to Landscape.

User: A. OIEN
Process Date: 10/28/2025
Time: 10:30 AM CDT
Issues: 0 Issues Amount: \$0.00
Cancels: 8 Cancels Amount: \$1,949,746.66

Account Number/ Account Name	Check Number	Amount	Action Taken	Date	Transmit Date - Time
104791553126 MV VENTURES PROPERTIES LLC	1689	\$200,391.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT
104794023150 MVE Hotel LLC	1097	\$477,834.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT
104794222513 MV Eagan STEM LLC	1894	\$222,172.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT
104794465534 MVE Residential LLC	3460	\$484,046.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT
104794734632 MVE WEST LLC	1396	\$87,099.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT
104797544533 ACE LAND HOLDINGS LLC	10061	\$6,083.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT
104797831500 MVE RESIDENTIAL II LLC	1541	\$352,912.00	Cancel	10/28/2025	10/28/2025 10:30 AM CDT



Policy 8751 Abatements

Version: 3.0

Effective Date: 02/22/2022

Board or Administrative: Board

Policy Statement

It is the policy of Dakota County that the Dakota County Board of Commissioners, and those to whom the Board has delegated authority, consider and grant abatement of property values, taxes, penalty, interest, and costs consistent with Minnesota Statutes. Abatements are only considered and may be granted as they relate to taxes payable in the current year, and the two prior years for documented cases of hardship or clerical errors. Abatement standards defined in this policy are consistently applied and all taxpayers are treated equitably.

Definitions

- *Abatement:* Reduction in valuation, taxes and/or diminution of penalty, interest and cost on taxes not paid by the due date.
- *Assessment Date:* Statutory date on which the County Assessor determines market value and classification.
- *Classification Error:* An error in application of the statutory description for calculation of values according to type and use of property.
- *Clerical Error:* An error made by the County, municipality or other taxing authority performing clerical duties, such as coding, transposition, or mathematics which causes erroneous classification, erroneous valuation or late payment of tax. Failure of the United States Postal Service to deliver a tax payment where the Service admits in writing that such error falls within this definition.
- *Current Tax Year:* Year in which property taxes are payable.
- *Disaster Abatement (Local Option):* A reduction of taxes on property that has been accidentally or unintentionally damaged due to a disaster that renders property uninhabitable or unusable, and the damage is at least fifty percent of the structure value.
- *Hardship:* A tragedy or casualty suffered by the taxpayer, such as a death in the family, extreme or extended illness, accident, fire or other extreme hardship that is documented to the County Assessor or Property Taxation & Records Director and that results in erroneous valuation,

erroneous classification or late payment of tax. Hardship does not apply to business entities unless documentation is also presented that demonstrates that no other persons, such as associates, partners, consultants or accountants, other than the applicant are involved in or have responsibility for property tax matters. Financial hardship alone does not fall within this definition unless the financial hardship is directly related to a state, federal, or local emergency declaration. Claims of a lost check must be accompanied by a copy of a dated stop payment order filed with the claimant's bank. The stop payment order must be dated within 30 days of the original payment date.

- *Market Value*: Market value is the estimated amount property would sell for if it were to be sold in an arm's length transaction as determined by the County Assessor.
- *Penalty/Interest/Cost*: The dollar amount specified by Minnesota law that is over and above the originally calculated tax, paid by a taxpayer for which an abatement is sought. Current year applications are accepted for penalty only. Prior year applications are accepted for penalty, interest, and cost.

Source

Minn Stat. §§ 279.01, 375.192, and 273.1231 to 273.1235, and Chapter 278.

Dakota County Board Resolution No. 13-371 July 30, 2013.

General

Market value and property classification are determined as of the assessment date.

Minn. Stat. § 375.192:

- Authorizes the County Board of Commissioners to grant a reduction or abatement of estimated market valuation or taxes, and costs, penalties, or interest on the late payment of tax or on delinquent taxes.
- Restricts consideration for abatement approval to the current tax year and prior two years in the cases of hardship or clerical error as defined in this policy.
- Allows the County Board to delegate any authority, power or responsibility assigned to the Board for granting the reduction or abatement of estimated market valuation or taxes and of any costs, penalties, or interest on them to the County Property Taxation & Records Director.

The definitions of hardship and clerical error as stated in this policy are applied by the County Assessor and County Property Taxation & Records Director in considering whether abatements are approved. Applications for market value abatements are considered and denied if the reduction in value is less than \$5,000 or there is no evidence to support a reduction, such as a recent arm's length sale, appraisal or market analysis of the property.

When any approved abatement granting a reduction of taxes, costs, penalties and interest is \$10,000 or more, the County Property Taxation & Records Department gives twenty (20) days' notice to the school board and municipality in which the property is located.

The County Board or the Property Taxation & Records Department do not reduce, abate or refund any special assessment made or levied by any municipality for local improvement unless the municipality also approves such reduction, abatement or refund.

Failure to receive a tax statement or forgetting to pay on time does not constitute a basis for abatement of penalty, interest or cost.

The County Assessor and County Property Taxation & Records Director will report annually on abatements granted under their delegated authority to the Public Services and Revenue Division Director.

Delegation of Approval Authority

The County Board delegates its authority to grant abatements of penalty for late payment of current year tax, and authority to abate penalty, interest, and costs for delinquent taxes, in an amount not to exceed \$10,000.00 to the County Property Taxation & Records Department.

The County Assessor will consider all market value abatement requests of more than \$5,000 for approval. The County Board delegates its approval authority to the County Property Taxation & Records Director, after approval by the County Assessor to grant abatements to correct value errors.

County Board action is required for abatements of market value, cost, penalty, and interest of delinquent tax when the reduction or abatement of taxes, penalty, interest and costs exceed \$10,000. Abatements not delegated by the County Board are first approved by the County Assessor and County Property Taxation & Records Director prior to Board consideration. In the case of abatement of cost, penalty, and interest, only Property Taxation & Records Director prior approval is required.

The County Board delegates its authority to approve abatements for classification errors and clerical errors resulting in classification and market value errors to the County Property Taxation & Records Director, after approval by the County Assessor. Changes are processed with proper documentation by correction form and kept on file in Assessing Services for inspection.

The County Board delegates its authority to approve disaster abatements to the County Assessor. The Assessor applies the standards set forth in Minn. Stat. § 273.1231 to 273.1233

All abatement applications that are denied by the Assessor or Property Taxation & Records Director are considered final.

Procedures

Procedures will be maintained by the Property Taxation & Records and Assessing Services Departments.

History

Version	Revision Date
1.0	10/14/2003
2.0	7/30/2013
3.0	2/22/2022

Related Policies

- None

Contact

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Approval

Resolution No. 22-071; February 22, 2022



Board of Commissioners

Request for Board Action

Item Number: DC-5139

Agenda #: 14.2

Meeting Date: 12/16/2025

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of 2026 Intoxicating Liquor Licenses

PURPOSE/ACTION REQUESTED

Approve 2026 intoxicating liquor licenses.

SUMMARY

Pursuant to Minn. Stat. § 340A403, Dakota County is authorized to issue licenses for off-sale and on-sale licenses for the sale of 3.2 percent malt liquor within the County, and pursuant to Minn. Stat. § 340A.402, 405, Dakota County is authorized to issue licenses for on-sale and off-sale intoxicating liquor to qualifying establishments in the unorganized territories of the County. A county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written recommendation from the Sheriff and County Attorney stating that to the best of their knowledge the applicant is eligible to be licensed under Minn. Stat. § 304A.402. The Sheriff and County Attorney certify that as of this date, the following applicants satisfy the liquor license eligibility requirements. On December 2, 2025, the County Board held the required public hearing on the off-sale intoxicating liquor license renewal for Simman, LLC, and their application was approved by the Castle Rock Township on the same day. The County’s action on the Hidden Greens, Inc. application is contingent on approval by the Marshan Township on December 16, 2025.

<u>Establishment</u>	<u>Type</u>	<u>Township</u>	<u>Fee</u>
Hidden Greens, Inc.	On-Sale and Sunday Sale	Marshan	\$4,725
Simman, LLC dba Castle Rock Bar & Grill	On/Off-Sale and Sunday Sale	Castle Rock	\$4,881

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners approve the intoxicating liquor license applications listed herein.

EXPLANATION OF FISCAL/FTE IMPACTS

The issuance of these licenses will generate \$9,605 in revenue.

☐ None

☒ Current budget

☐ Other

☐ Amendment Requested

☐ New FTE(s) requested

RESOLUTION

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public on applications for off-sale intoxicating liquor licenses; and

WHEREAS, all interested parties were notified of the date, time and location of the public hearing on the Simman LLC, dba Castle Rock Bar and Gill, On and Off-Sale Intoxicating and Sunday Sales license application; and

WHEREAS, on December 2, 2025 at 9:00 a.m., the Dakota County Board of Commissioners conducted a public hearing on the Simman, LLC, dba Castle Rock Bar & Grill; and

WHEREAS, a county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written certification from the Sheriff and County Attorney that to the best of their knowledge the application is eligible to be license under Minn. Stat. § 340A.402 and Minn. Rules § 7515.0410; and

WHEREAS, the Simman, LLC application was approved by the Castle Rock Township on December 2, 2025; and

WHEREAS, the County's approval of the Hidden Greens, Inc. application is contingent upon Marshan Township's approval at their meeting on December 16, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2026 intoxicating liquor licenses and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Castle Rock Township:

Simman, LLC, dba Castle Rock Bar and Gill: On and Off-Sale Intoxicating and Sunday Sale

Marshan Township:

Hidden Greens, Inc: On-Sale and Sunday Sale

PREVIOUS BOARD ACTION

25-XXX, 12/2/2025

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-5052

Agenda #: 15.1

Meeting Date: 12/16/2025

DEPARTMENT: Finance

FILE TYPE: Regular Action

TITLE

Certification Of 2026 Property Tax Levy And Adoption Of Dakota County 2026 Budget And 2026-2030 Capital Improvement Program

PURPOSE/ACTION REQUESTED

Certify the 2026 property tax levy and adopt the Dakota County 2026 budget and 2026-2030 Capital Improvement Program.

SUMMARY

The 2026 property tax levy, Dakota County budget, and 2026-2030 Capital Improvement Program (CIP) are to be adopted on December 16, 2025. This action concludes a process that spanned much of 2025. The budget process began on July 23, 2025, with a budget workshop. Discussions centered on budget reductions and the proposed levy. There were subsequent budget workshops on August 19, 2025, and September 16, 2025. On September 23, 2025, the County Board set the maximum 2026 Recommended Levy at \$184,246,066, which is a 9.90 percent increase over the 2025 adopted levy (Resolution No. 25-454; September 23, 2025). There was an additional budget workshop held on November 18, 2025, which focused on the operating budget and the CIP. The County Manager's current total 2026 recommended budget is \$527,684,094. The CIP Public Hearing and the Levy and Budget Public Hearing meetings were held on December 2, 2025.

Major highlights of the 2026 budget include:

- \$8.8 million of base operating cost reductions, including the elimination of 44.3 FTEs.
- Increased current level operating costs, driven by increases to personnel costs, insurance premium increases, and inflation.
- Addressing the costs of new state programs, including Paid Family Medical Leave (PFML), and compliance with the African American Family Preservation and Child Welfare Disproportionality Act ("the Act").
- Cuts and cost shifts to the Supplemental Nutrition Assistance Program (SNAP) resulting from legislation passed by the federal government in July 2025.

The County Manager's 2026 Recommended Budget includes the following governmental and enterprise funds:

- General Fund
- Transportation Fund
- Environmental Legacy Fund
- Sales and Use Tax Fund

- Parks Fund
- Library Fund
- Opioid Settlement Fund
- Federal Revenue Fund
- Capital Projects Fund
- Debt Service Fund
- Geographic Information Systems (GIS) Enterprise Fund
- Byllesby Dam Enterprise Fund

RECOMMENDATION

Staff recommends certification of the 2026 property tax levy and adoption of the Dakota County 2026 budget and the 2026-2030 CIP.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2026 levy of \$184,246,066 represents a 9.9 percent increase from the amount levied in 2025. The impact of this levy on a median value residential homestead property for taxes payable 2025 is an increase of \$68.21, from \$715.14 in 2025 to \$783.35 in 2026. The attached recommended budget resolution includes the total budget amounts for 2026, including County costs, external funding sources and full-time equivalent (FTEs) by department.

The County CIP amounts total \$142,764,072 in the 2026 budget and \$894,008,509 for the entire CIP.

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

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners has completed the 2026 budget process; and

WHEREAS, the Dakota County Board of Commissioners held budget workshops on July 23, August 19, September 16, and November 18, 2025; and

WHEREAS, the Dakota County Board of Commissioners held the Capital Improvement Program (CIP) Public Hearing and the Levy and Budget Public Hearing meetings on December 2, 2025; and

WHEREAS, the total budget and property tax levy by department is included as an attachment to this Board action and published in the official paper of record, the Hastings Journal, after budget adoption.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2026-2030 Capital Improvement Program in the amount of \$894,008,509; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2026 Dakota County budget as prepared, presented and set forth in the amount as follows:

Total Budget: \$527,684,094
Property Tax Levy: \$184,246,066

PREVIOUS BOARD ACTION

25-454; 9/23/25

ATTACHMENTS

Attachment: 2026 Budget by Department

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: Will Wallo

Author: Allie Regenscheid

DEPARTMENT	FTE	TOTAL BUDGET	NON-LEVY REVENUE	PROPERTY TAX
NON-DEPARTMENTAL(COUNTYWIDE)	1.10	14,615,747	53,735,359	(39,119,612)
OFFICE OF THE COUNTY MANAGER	6.00	2,241,299	699,624	1,541,675
COUNTY BOARD	7.00	1,088,229	6,200	1,082,029
COUNTY COMMUNICATIONS	9.00	1,542,891	118,000	1,424,891
HUMAN RESOURCES	24.45	4,580,652	115,099	4,465,553
TOTAL ADMINISTRATION	46.45	9,453,071	938,923	8,514,148
COMMUNITY SERVICES ADMIN	11.00	1,721,904	4,425	1,717,479
SOCIAL SERVICES	513.15	100,962,265	58,451,134	42,511,131
EMPLOYMENT & ECONOMIC ASST	302.50	43,865,811	31,190,248	12,675,563
PUBLIC HEALTH	125.17	16,630,668	9,955,621	6,675,047
VETERANS SERVICES	8.00	1,009,206	22,500	986,706
COMMUNITY CORRECTIONS	188.92	27,264,332	10,752,796	16,511,536
EXTENSION	-	494,137	36,513	457,624
TOTAL COMMUNITY SERVICES	1,148.74	191,948,323	110,413,237	81,535,086
PUBLIC SERVICE & REVENUE ADMIN	4.00	941,349	500,707	440,642
ASSESSING SERVICES	42.00	6,022,388	620,498	5,401,890
PROPERTY TAXATION AND RECORDS	33.30	4,804,694	3,611,344	1,193,350
SERVICE & LICENSE CENTERS	33.50	3,278,503	2,146,982	1,131,521
HISTORICAL SOCIETY	-	103,534	-	103,534
COUNTY FAIR	-	184,607	-	184,607
LIBRARY	130.15	16,409,171	363,740	16,045,431
ELECTIONS	8.00	2,478,094	851,247	1,626,847
TOTAL PUBLIC SERVICE AND REVENUE	250.95	34,222,340	8,094,518	26,127,822
SHERIFF	202.25	33,924,643	3,627,340	30,297,303
COUNTY ATTORNEY	94.30	10,138,197	524,732	9,613,465
MEDICAL EXAMINER	-	2,206,437	-	2,206,437
DISTRICT COURT	-	492,319	24,000	468,319
CENTRAL OPERATIONS DIVISION ADMIN	5.00	771,871	-	771,871
OFFICE OF RISK MANAGEMENT	11.00	6,575,110	2,112,092	4,463,018
INFORMATION TECHNOLOGY	73.00	18,684,741	400,324	18,284,417
OFFICE OF PERFORMANCE & ANALYSIS	7.00	1,085,072	25,000	1,060,072
FINANCE	69.90	9,555,652	125,268	9,430,384
GIS ENTERPRISE	-	82,595	82,595	-
TOTAL CENTRAL OPERATIONS DIVISION	165.90	36,755,041	2,745,279	34,009,762

FLEET MANAGEMENT	16.00	3,277,329	800,062	2,477,267
CEP - FLEET MANAGEMENT	-	2,933,000	2,395,000	538,000
FACILITIES MANAGEMENT	56.00	14,159,137	986,732	13,172,405
PHYSICAL DEVELOPMENT ADMIN	29.60	3,244,571	1,379,241	1,865,330
TRANSPORTATION DEPARTMENT	97.00	10,460,522	8,301,845	2,158,677
PARKS AND OPEN SPACE	32.60	4,628,190	3,491,275	1,136,915
SOIL & WATER	-	368,719	368,719	-
ENVIRONMENTAL RESOURCES	32.00	9,477,075	9,477,075	-
BYLLESBY DAM	2.00	799,067	799,067	-
COUNTY LEGACY	-	75,256	75,256	-
TOTAL PHYSICAL DEVELOPMENT	265.20	49,422,866	28,074,272	21,348,594
TOTAL OPERATIONS	2,174.89	383,178,984	208,177,660	175,001,324
CIP-COUNTY BUILDING	-	17,094,674	11,233,368	5,861,306
CIP-TRANSPORTATION/TRANS SALES&USE TAX	-	103,132,167	103,132,167	-
CIP-PARKS	-	21,540,775	21,349,428	191,347
CIP-ENVIRONMENTAL RESOURCES	-	996,456	996,456	-
CIP-BYLLESBY DAM	-	-	-	-
CIP-DATA NETWORKS	-	-	-	-
DEBT SERVICE	-	1,741,038	(1,451,051)	3,192,089
TOTAL DEBT AND CIP	-	144,505,110	135,260,368	9,244,742
GRAND TOTAL	2,174.89	527,684,094	343,438,028	184,246,066



2026 Property Tax Levy Certification and Budget Adoption

December 16, 2025

Discussion Items



- Certification of 2026 property tax levy
- Adoption of 2026 Budget
- Adoption of 2026-2030 Capital Improvement Program

2026 Budget Process



- **Budget workshop** – July 23, 2025
- **Budget workshop** – August 19, 2025
- **Budget workshop** – September 16, 2025
- **Maximum levy adoption** – September 23, 2025
- **Budget workshop** – November 18, 2025
- **December changes** – December 2, 2025
- **Recommended budget and property tax levy (“TNT”) hearing** – December 2, 2025
- **Budget adoption** – December 16, 2025

3

2026 Budget Challenges



- State and federal cuts, cost shifts, and unfunded mandates
- Addressing structural deficits
 - Reducing use of fund balance
- Internal cost pressures
 - Personnel
 - Insurance
 - Inflation
- Balancing stable funding for operations and capital projects

4

Recommendation for 2026 Levy



2025 Adopted Levy	Recommended Maximum Levy Change	2026 Recommended Maximum Levy	Change from 2025
\$167,648,832	9.90%	\$184,246,066	\$16,597,234

2026 Recommended Budget Summary

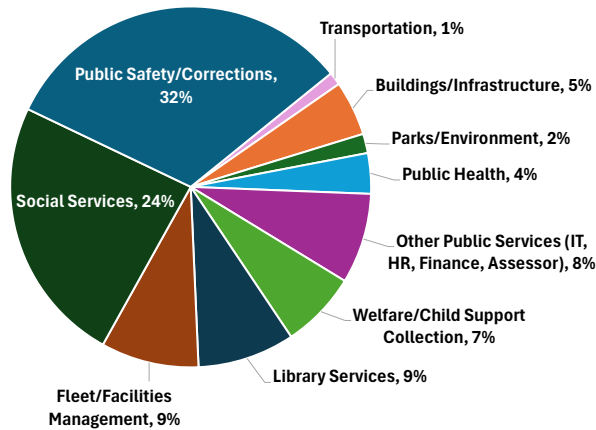


(millions, \$)	2025 Levy	2025 Budget	2026 Levy	2026 Budget	Levy Change (%)	Budget Change (%)
Operating Budget	\$162.3	\$367.0	\$175.0	\$383.2	7.76%	4.40%
Capital Improvement Program (CIP)	\$5.3	\$156.1	\$6.0	\$142.8	13.21%	-8.52%
Debt Service	\$0	\$0	\$3.2	\$1.7	N/A	N/A
Total Budget	\$167.6	\$523.1	\$184.2	\$527.7	9.90%	0.88%

2026 Recommended Property Tax Levy by Category



2026 Recommended Property Tax Levy
\$184.2 million

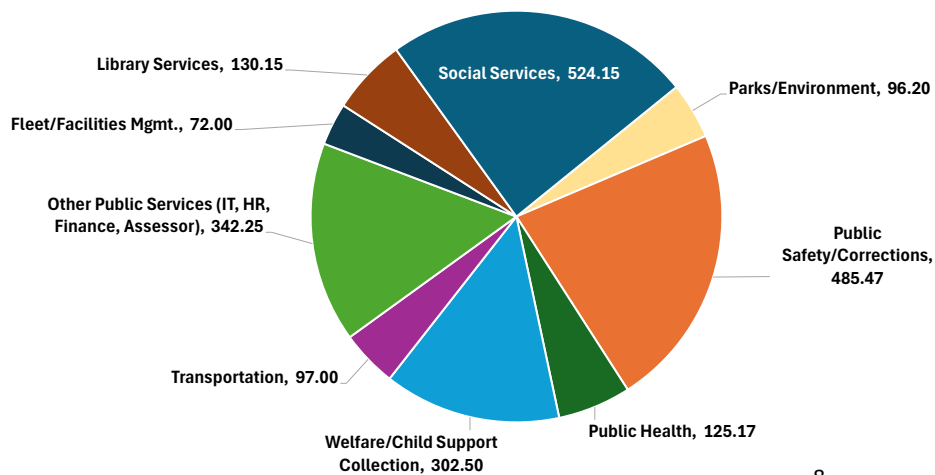


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2026 Recommended FTEs by Category

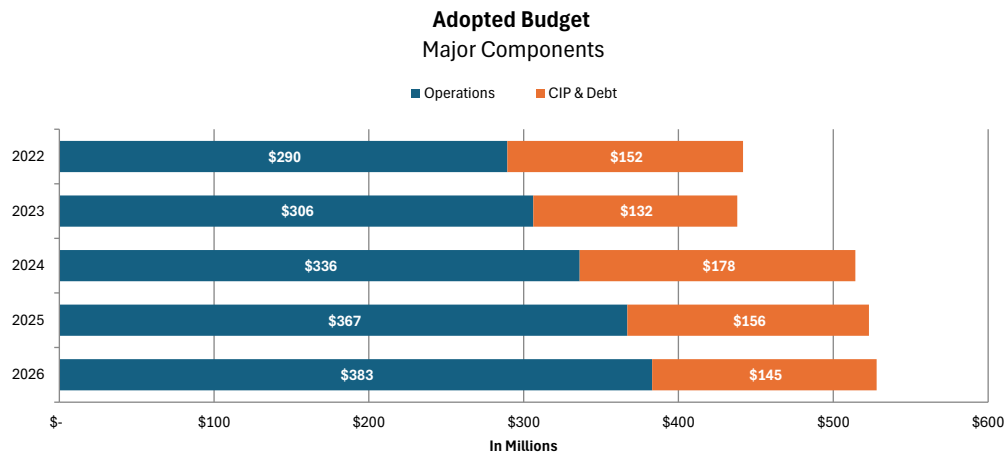


2026 Recommended FTEs
2,174.89



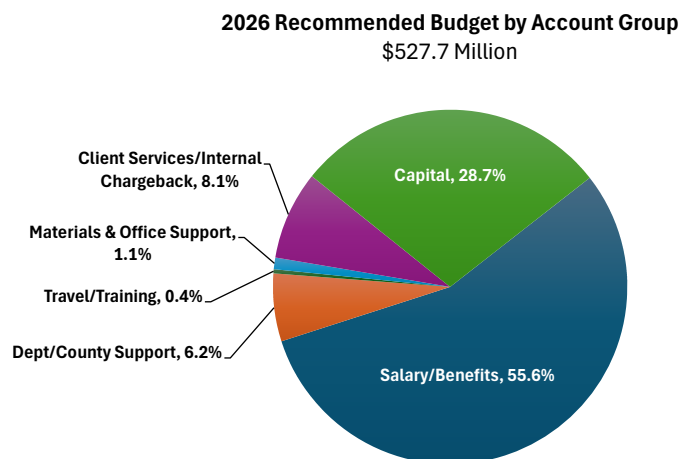
8

2026 Recommended Budget – Major Components



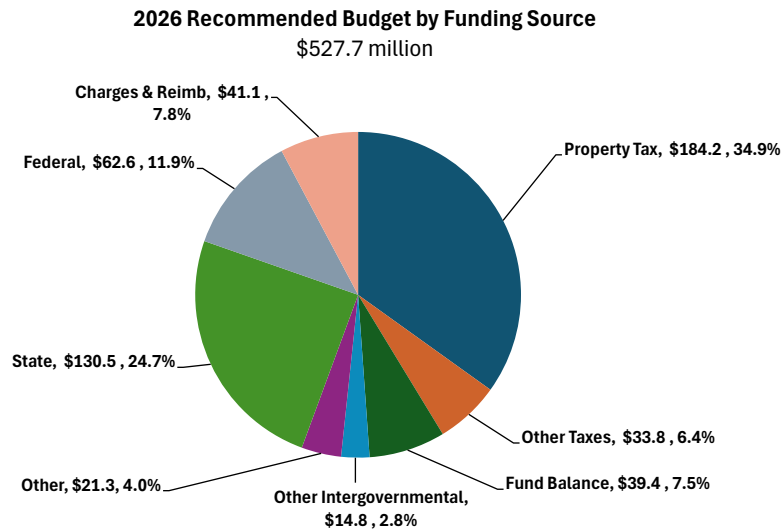
9

2026 Recommended Budget by Account Group



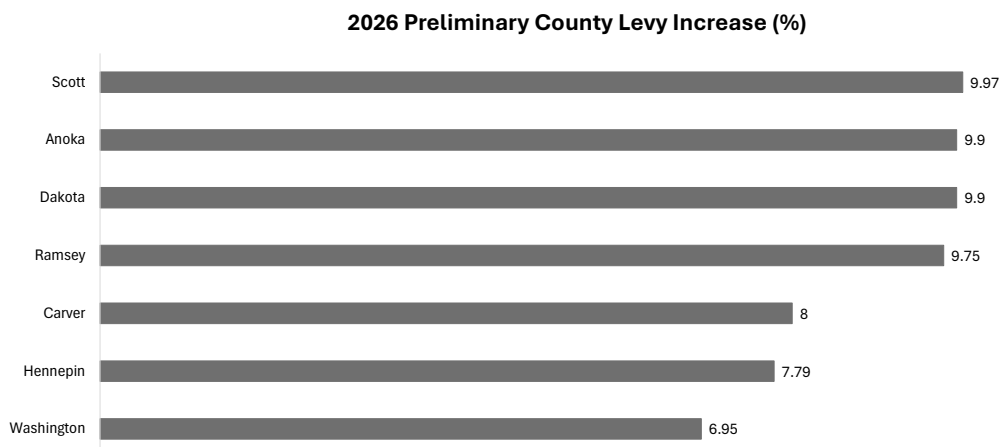
10

2026 Recommended Budget by Funding Source



11

Metro County Comparison – Levy Increase

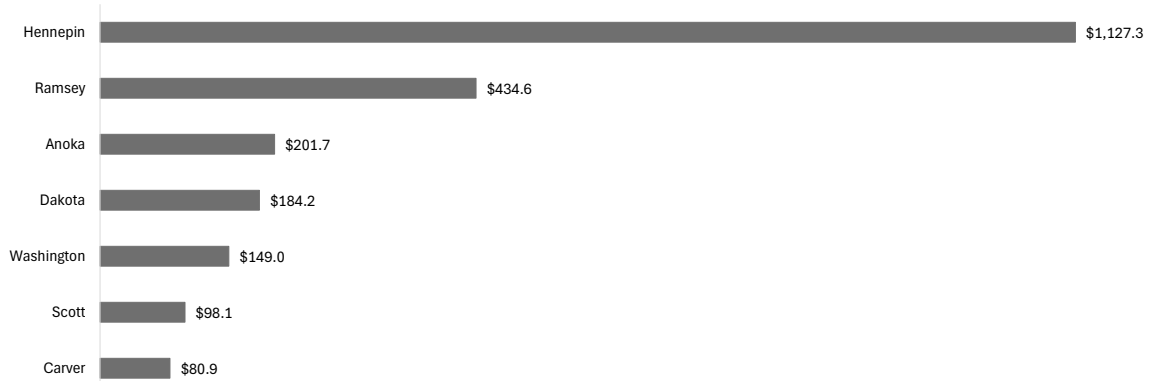


12

Metro County Comparison – Preliminary Levy



2026 Preliminary County Levy
(millions)

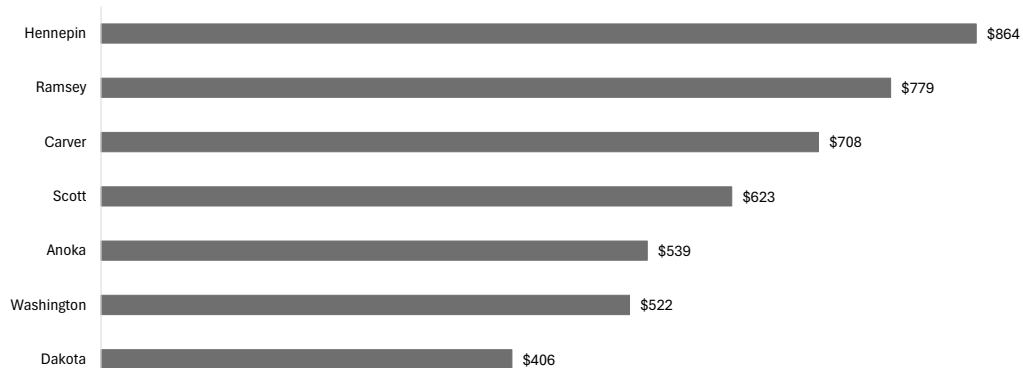


13

Metro County Comparison – Per Capita



2026 Preliminary County Levy Per Capita

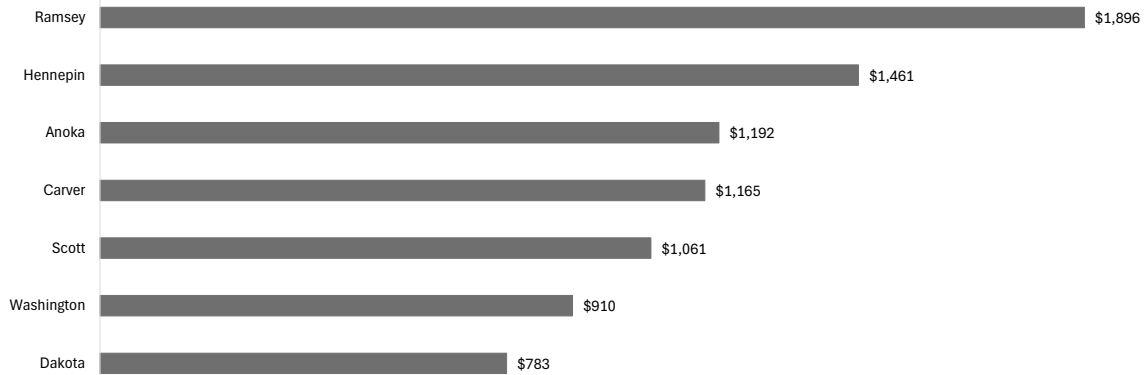


14

Metro County Comparison – Median Home



2026 Preliminary County Tax on Median Value Home

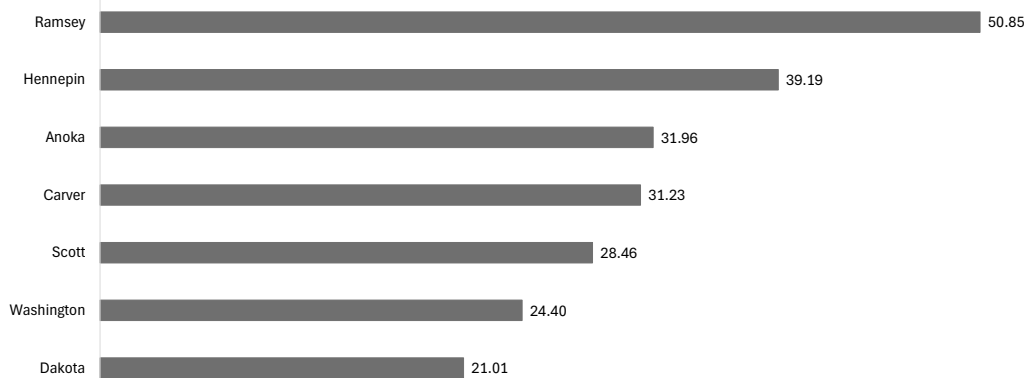


15

Metro County Comparison – Tax Capacity Rate



2026 Preliminary County Levy Tax Capacity Rates (%)



16

2026 Property Tax Impacts



Property Type	Levy Increase	2026 Estimated Market Value	2026 Market Value Increase	2026			
				2025 County Tax	Estimated County Tax	County Tax Change	% Change
Median Residential Home	9.90%	\$ 384,800	3.55%	\$ 715.14	\$ 783.35	\$68.22	9.54%
Agriculture per Acre	9.90%	\$ 9,900	5.16%	\$ 9.39	\$ 10.40	\$1.01	10.75%
Mid-Size Commercial Preferred	9.90%	\$ 1,000,000	3.98%	\$ 2,390.09	\$ 2,611.61	\$221.53	9.27%
Mid-Size Apartment	9.90%	\$ 1,000,000	-1.13%	\$ 2,493.49	\$ 2,596.34	\$102.85	4.12%

17

2026 Property Tax Impacts



2026 Estimated Median Residential Homestead - 9.90% Increase								
Taxing District	Levy Increase	2025 Market Value	2026 Est. Market Value	% Change Value	2025 County Tax	2026 Est. County Tax	County Tax Change	% Change Tax
CITIES								
Apple Valley	9.90%	\$ 358,100	\$ 371,100	3.63%	\$ 685.77	\$ 751.98	\$ 66.22	9.66%
Burnsville	9.90%	\$ 349,800	\$ 356,500	1.92%	\$ 667.72	\$ 718.55	\$ 50.83	7.61%
Coates	9.90%	\$ 267,200	\$ 265,500	-0.64%	\$ 488.12	\$ 510.17	\$ 22.05	4.52%
Eagan	9.90%	\$ 389,500	\$ 404,800	3.93%	\$ 754.04	\$ 829.15	\$ 75.11	9.96%
Empire	9.90%	\$ 430,900	\$ 428,900	-0.46%	\$ 844.06	\$ 884.34	\$ 40.28	4.77%
Farmington	9.90%	\$ 357,500	\$ 364,950	2.08%	\$ 684.46	\$ 737.90	\$ 53.44	7.81%
Hampton City	9.90%	\$ 317,800	\$ 320,300	0.79%	\$ 598.14	\$ 635.66	\$ 37.51	6.27%
Hastings	9.90%	\$ 312,600	\$ 331,100	5.92%	\$ 586.84	\$ 660.39	\$ 73.55	12.53%
Inver Grove Heights	9.90%	\$ 349,100	\$ 361,800	3.64%	\$ 666.20	\$ 730.69	\$ 64.49	9.68%
Lakeville	9.90%	\$ 449,700	\$ 467,150	3.88%	\$ 884.94	\$ 971.93	\$ 86.99	9.83%
Lilydale	9.90%	\$ 413,700	\$ 398,200	-3.75%	\$ 806.66	\$ 814.04	\$ 7.38	0.91%
Mendota City	9.90%	\$ 360,900	\$ 390,400	8.17%	\$ 691.86	\$ 796.18	\$ 104.32	15.08%
Mendota Heights	9.90%	\$ 538,800	\$ 553,200	2.67%	\$ 1,078.67	\$ 1,168.97	\$ 90.30	8.37%
Miesville	9.90%	\$ 350,800	\$ 355,900	1.45%	\$ 669.89	\$ 717.18	\$ 47.28	7.06%
New Trier	9.90%	\$ 242,250	\$ 235,300	-2.87%	\$ 433.87	\$ 441.02	\$ 7.14	1.65%
Northfield	9.90%	\$ 403,900	\$ 412,400	2.10%	\$ 785.35	\$ 846.55	\$ 61.20	7.79%
Randolph City	9.90%	\$ 302,000	\$ 313,700	3.87%	\$ 563.79	\$ 620.54	\$ 56.76	10.07%
Rosemount	9.90%	\$ 394,150	\$ 421,950	7.05%	\$ 764.15	\$ 868.42	\$ 104.27	13.65%
South St. Paul	9.90%	\$ 273,900	\$ 285,200	4.13%	\$ 502.69	\$ 555.28	\$ 52.59	10.46%
Sunfish Lake	9.90%	\$ 1,087,450	\$ 1,163,350	6.98%	\$ 2,462.20	\$ 2,792.37	\$ 330.17	13.41%
Vermillion City	9.90%	\$ 303,900	\$ 340,300	11.98%	\$ 567.92	\$ 681.45	\$ 113.54	19.99%
West St. Paul	9.90%	\$ 293,900	\$ 311,700	6.06%	\$ 546.18	\$ 615.96	\$ 69.79	12.78%
TOWNSHIPS								
Castle Rock Township	9.90%	\$ 462,700	\$ 452,900	-2.12%	\$ 913.20	\$ 939.30	\$ 26.09	2.86%
Douglas Township	9.90%	\$ 456,600	\$ 460,500	0.85%	\$ 899.94	\$ 956.70	\$ 56.76	6.31%
Eureka Township	9.90%	\$ 474,550	\$ 476,000	0.31%	\$ 938.97	\$ 992.19	\$ 53.22	5.67%
Greenvale Township	9.90%	\$ 516,300	\$ 515,800	-0.10%	\$ 1,029.75	\$ 1,083.33	\$ 53.58	5.20%
Hampton Township	9.90%	\$ 491,950	\$ 521,850	6.08%	\$ 976.80	\$ 1,097.18	\$ 120.38	12.32%
Marshall Township	9.90%	\$ 512,100	\$ 530,200	3.53%	\$ 1,020.61	\$ 1,116.30	\$ 95.69	9.38%
Nininger Township	9.90%	\$ 472,400	\$ 486,400	2.96%	\$ 934.29	\$ 1,016.01	\$ 81.71	8.75%
Randolph Township	9.90%	\$ 552,000	\$ 590,300	6.94%	\$ 1,107.37	\$ 1,263.93	\$ 146.56	13.23%
Ravenna Township	9.90%	\$ 467,200	\$ 458,100	-1.95%	\$ 922.99	\$ 951.20	\$ 28.22	3.06%
Sciota Township	9.90%	\$ 445,850	\$ 446,300	0.10%	\$ 876.56	\$ 924.18	\$ 47.62	5.43%
Vermillion Township	9.90%	\$ 460,250	\$ 481,500	4.62%	\$ 907.87	\$ 1,004.79	\$ 96.91	10.67%
Waterford Township	9.90%	\$ 360,000	\$ 348,000	-3.33%	\$ 689.90	\$ 699.09	\$ 9.19	1.33%

Public Information



- 2026 Budget Book and 2026-2030 Capital Improvement Plan will be published on the County's website:
<https://www.co.dakota.mn.us/Government/BudgetFinance/2026/Pages/default.aspx>

19

Questions and Discussion



20



Board of Commissioners

Request for Board Action

Item Number: DC-5168

Agenda #: 18.1

Meeting Date: 12/16/2025

Information

See Attachment for future Board meetings and other activities.

December 16, 2025

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings

3:00 PM - 3:00 PM

Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom

December 17, 2025

Wednesday

4:30 PM - 4:30 PM

Minnesota Valley Transit Authority -- Virtual

December 18, 2025

Thursday

7:00 PM - 7:00 PM

Dakota County Planning Commission Meeting - CANCELED --

December 19, 2025

Friday

8:30 AM - 8:30 AM

Dakota-Scott Workforce Development Board Meeting -- Northern Service Center, 1 Mendota Road West, Room 520, West St. Paul

December 25, 2025

Thursday

All Day

County Offices Closed - Christmas Day Holiday

January 1, 2026

Thursday

All Day

County Offices Closed - New Year's Day Holiday

January 6, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

January 6, 2026 Continued

Tuesday

9:30 AM - 9:30 AM

Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

10:00 AM - 10:00 AM

Dakota County General Government and Policy Committee Meeting (or following RRA) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings



Board of Commissioners

Request for Board Action

Item Number: DC-5169

Agenda #: 19.1

Meeting Date: 12/16/2025

Adjournment