



Dakota County

Board of Commissioners

Agenda

Tuesday, November 4, 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. **Public Hearing**

- 5.1 *Finance* - Public Hearing To Receive Comments And Adoption Of Dakota County 2026 Fee Schedules

CONSENT AGENDA

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

- 6.1 Approval of Minutes of Meeting Held on October 21, 2025

7. **Central Operations**

- 7.1 *Office Of Risk Management* - Approval Of 2025 Dakota County Emergency Operations Plan And Authorization To Execute Plan Approval Page

8. County Board/County Administration

- 8.1** *Office Of The County Manager* - Authorization To Amend 2025 County Board/Committee Of The Whole Meeting Schedule
- 8.2** *Communications and Public Affairs* - Adoption Of 2026 Legislative Priorities And Updated Platform

9. Community Services

- 9.1** *Social Services-Children and Family Services* - Authorization To Execute Contract With Minnesota Labs For Community-Based Drug Testing Services
- 9.2** *Social Services-Housing & Community Resources* - Authorization To Execute Joint Powers Agreement With Dakota County Community Development Agency For Family Voucher Administration Services
- 9.3** *Employment and Economic Assistance* - Authorization To Execute A Grant Amendment With Minnesota Department Of Employment And Economic Development And Contract Amendments For State Dislocated Worker Program Services
- 9.4** *Employment and Economic Assistance* - Authorization To Submit Biennial Service Agreement, Accept Funds For Minnesota Family Investment Program With Minnesota Department Of Children, Youth, And Families, And Execute Contract With Avivo For Employment Services

10. Physical Development

- 10.1** *Parks* - Authorization To Execute Joint Powers Agreement With City Of Lakeville For Greenway And Trail Segment Maintenance
- 10.2** *Parks* - Authorization To Execute Joint Powers Agreement With City Of Hastings For Greenway And Trail Segment Maintenance
- 10.3** *Parks* - Authorization To Execute Joint Powers Agreement With City Of Farmington For Greenway And Trail Segment Maintenance
- 10.4** *Transportation* - Authorization To Execute Consultant Contract With SRF Consulting Group, Inc., For Professional Services, And Amend 2025 Adopted Budget For County State Aid Highway 56 And 28 In City Of Inver Grove Heights, County Projects 56-14, And 28-69

- 10.5** *Transportation* - Authorization To Execute Joint Powers Agreement With City Of Saint Paul Board Of Water Commissioners For City Utility Improvement Incorporation Into 2026 Preservation Projects On County State Aid Highway 73 In City Of West St. Paul, County Projects 73-044 And 73-045
- 10.6** *Transportation* - Authorization To Execute Contract With Bolton And Menk, Inc., And Execute Joint Powers Agreement With City Of Burnsville For Design Of Roundabout At County State Aid Highway 32 And Interstate 35W East Frontage Road In Burnsville, County Project 32-113
- 10.7** *Transportation* - Authorization To Execute Second Contract Amendment With Kimley-Horn And Associates, Inc., To Provide Final Design Engineering Services And Amend 2025 Capital Improvement Program Budget For Improvements To County State Aid Highway 42 In City Of Apple Valley, County Project 42-163
- 10.8** *Transportation* - Authorization To Execute Joint Powers Agreement With City Of West St. Paul For Design, Right Of Way Acquisition, And Construction Of Multi-Use Trail Along County State Aid Highway 8, County Project 08-035
- 10.9** *Transportation* - Approval Of Final Plats Recommended By Plat Commission

11. Public Services and Revenue

- 11.1** *Public Services and Revenue Administration* - Scheduling Of Public Hearing To Receive Comments On 2026 Off Sale Intoxicating Liquor License Applications

REGULAR AGENDA

12. Community Services

- 12.1** *Veterans Services* - Proclamation Of Operation Green Light For Veterans Week In Dakota County November 4-11, 2025

13. Central Operations

- 13.1** *Information Technology* - Authorization To Execute Metropolitan Council Contract With Dakota County For Geospatial Data Formatting To Continue Dakota County Participation In MetroGIS

14. 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

15. County Manager's Report**16. Information****16.1 Information**

See Attachment for future Board meetings and other activities.

17. Adjournment**17.1 Adjournment**

For more information, call 651-438-4417

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



Board of Commissioners

Request for Board Action

Item Number: DC-5034	Agenda #: 4.1	Meeting Date: 11/4/2025
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Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-5000

Agenda #: 5.1

Meeting Date: 11/4/2025

DEPARTMENT: Finance

FILE TYPE: Regular Action

TITLE

Public Hearing To Receive Comments And Adoption Of Dakota County 2026 Fee Schedules

PURPOSE/ACTION REQUESTED

Conduct a public hearing and adopt the 2026 Dakota County fee schedules.

SUMMARY

The County Manager recommends that the County Board adopt fee schedules for fiscal year 2026. Minn. Stat. § 373.41 provides that the County Board may, after a public hearing, establish fees to be charged for services that are not governed by other statutes. Fee revenues provide an important revenue source for the County and help to support the cost of operations and offset the annual levy. The recommended fees are for services that are not governed by a more specific law and are proposed to take effect January 1, 2026, except for several Parks fees which will take effect in late 2025.

The Finance Department worked with all divisions to set fees to cover estimated costs of providing services, including overhead, with an inflationary rate increase of three percent. The projected inflationary increase is consistent with the overall budget planning framework that reflects higher labor costs for 2026. Some exceptions to this approach include:

- Fees established by law or rule; and
- Fees for services when it is difficult to determine the actual cost of service such as rental of campgrounds, facilities, and equipment. The recommendation for these types of fees or services are based upon market rates.

Many Community Services fees are set at the cost of services; however, the amount charged to clients is usually less due to the provision of a sliding fee schedule that is included in the Community Services policy.

The following are highlights of the 2026 fees:

- 10 new fees are being proposed for 2026
- 17 fees are being removed
- 36 fees had an increase over 5%

The recommended fee schedules were presented to the General Government and Policy Committee of the Whole meeting on October 7, 2025 (Attachment: 2026 Proposed Fee Schedules Combined).

RECOMMENDATION

Staff recommends that the County Board conduct a public hearing and adopt the 2026 Dakota County fee schedules.

EXPLANATION OF FISCAL/FTE IMPACTS

The projected fee revenue will be included in the 2026 County Manager's Recommended Budget.

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

RESOLUTION

WHEREAS, Minn. Stat. § 373.41 authorizes the Dakota County Board to establish fees for various services provided to the public after holding a public hearing; and

WHEREAS, Dakota County desires to recover costs for services, except where an increase would adversely affect the use of a program or service; and

WHEREAS, notice of a public hearing on the recommended 2026 fee schedules was published from October 7, 2025, to November 4, 2025, on the Dakota County external website under Public Notices; and

WHEREAS, a public hearing was held on November 4, 2025, to receive comments on the 2026 Fee Schedules.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the Dakota County 2026 fee schedules, as attached to this Board item.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: 2026DakotaCountyFeeSchedule_Final

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: Kirupa Suntharalingam

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
<i>Solid Waste</i>	
<u>Sanitary Landfill (All Volumes)</u>	
License Fee	\$89,306.30
Application Fee	\$6,877.03
<u>Waste to Energy Facility (All Volumes)</u>	
License Fee	\$89,306.30
Application Fee	\$6,877.03
<u>Solid Waste Biofuels Facility (All Volumes)</u>	
License Fee	\$89,306.30
Application Fee	\$6,877.03
<u>Demolition Landfill</u>	
Type A (>5,000 cubic yards/year)	
License Fee	\$30,391.40
Application Fee	\$3,108.65
Type B (2,000-5,000 cubic yards/year)	
License Fee	\$10,141.78
Application Fee	\$1,884.20
Type C (<2,000 cubic yards/year)	
License Fee	\$3,524.04
Application Fee	\$1,884.20
<u>Special Waste Landfill</u>	
Type A (>50,000 tons/year)	
License Fee	\$51,112.06
Application Fee	\$6,672.05
Type B (20,000-50,000 tons/year)	
License Fee	\$26,340.66
Application Fee	\$3,108.65
Type C (10,000-20,000 tons/year)	
License Fee	\$13,008.78
Application Fee	\$1,647.99
Type D (5,000-10,000 tons/year)	
License Fee	\$8,920.04
Application Fee	\$1,647.99
Type E (2,000-5,000 tons/year)	
License Fee	\$5,277.91
Application Fee	\$1,647.99
Type F (<2,000 tons/year)	
License Fee	\$2,618.59
Application Fee	\$1,599.99
<u>Special Waste Storage</u>	
Type A (>5,000 tons/year)	
License Fee	\$8,781.58
Application Fee	\$1,567.89
Type B (2,000-5,000 tons/year)	
License Fee	\$5,277.91

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
Application Fee	\$1,103.64
Type C (<2,000 tons/year)	
License Fee	\$2,618.59
Application Fee	\$787.34
Waste Tire Storage	
License Fee (base)	\$1,350.70
License Fee (per tire)	\$0.14
Application Fee	\$313.58
<u>Transfer Station</u>	
Type A (>400 tons/day)	
License Fee	\$18,911.13
Application Fee	\$2,428.55
Type B (200-400 tons/day)	
License Fee	\$9,463.04
Application Fee	\$2,044.37
Type C (100-200 tons/day)	
License Fee	\$7,798.76
Application Fee	\$1,647.99
Type D (<100 tons/day)	
License Fee	\$6,138.55
Application Fee	\$1,647.99
<u>Yard Waste Composting/Wood Waste Processing</u>	
Type A (>40,000 cubic yards/year)	
License Fee	\$4,745.77
Application Fee	\$1,567.89
Type B (10,000-40,000 cubic yards/year)	
License Fee	\$2,379.67
Application Fee	\$787.34
Type C (<10,000 cubic yards/year) (<200 cubic yards exempt)	
License Fee	\$1,425.36
Application Fee	\$787.34
<u>Solid Waste Composting - Mixed Municipal Waste</u>	
Type A (>300 tons/day)	
License Fee	\$38,010.97
Application Fee	\$3,137.14
Type B (100-300 tons/day)	
License Fee	\$25,177.29
Application Fee	\$2,357.95
Type C (<100 tons/day)	
License Fee	\$12,349.05
Application Fee	\$1,567.89
<u>Solid Waste Composting - Segregated Waste</u>	
Type A (>100 tons/day)	
License Fee	\$11,876.65
Application Fee	\$2,357.95

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
Type B (50-100 tons/day)	
License Fee	\$7,121.37
Application Fee	\$1,567.89
Type C (<50 tons/day)	
License Fee	\$3,560.69
Application Fee	\$787.34
Infectious Waste	
Type A (all volumes, waste processed at facility)	
License Fee	\$6,523.87
Application Fee	\$1,957.16
Type B (all volumes, waste transfer only)	
License Fee	\$5,219.09
Application Fee	\$1,957.16
Waste Processing	
Type A (>400 tons/day)	
License Fee	\$24,941.09
Application Fee	\$3,137.14
Type B (300-400 tons/day)	
License Fee	\$18,535.11
Application Fee	\$2,357.95
Type C (200-300 tons/day)	
License Fee	\$12,349.05
Application Fee	\$1,567.89
Type D (50-200 tons/day)	
License Fee	\$8,549.45
Application Fee	\$1,103.64
Type E (25-50 tons/day)	
License Fee	\$2,376.96
Application Fee	\$787.34
Type F (<25 tons/day)	
License Fee	\$1,189.16
Application Fee	\$517.20
Qualified Clean Fill (Application Fees)	
Type A (>5,000 cubic yards, <2 years duration)	\$3,025.83
Type B (500-5,000 cubic yards, <1 year duration)	\$2,022.66
Type C (100-500 cubic yards, <90 days duration)	\$1,020.83
Type D (<100 cubic yards, <30 days duration)	no fee
All Facility Types	
Modification Review (first 5 hours)	\$574.22
Modification Review (after 5 hours) (per hour)	\$166.97
Late Fees	
1-30 Day	25% of license fee
30+ Days	50% of license fee

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
<i>Industrial Waste Facilities</i>	
<i>Review</i>	
Single Waste Stream	\$279.64
Multiple Waste Streams (2-5 Wastes/Generator/Site)	\$560.65
Multiple Waste Streams (>5 Wastes/Generator/Site)	\$1,523.10
<i>Rush Review</i>	
Single Waste Stream	\$399.10
Multiple Waste Streams (2-5 Wastes/Generator/Site)	\$795.48
Multiple Waste Streams (>5 Wastes/Generator/Site)	\$2,287.36
<i>Renewal</i>	
Single Waste Stream	\$165.61
Multiple Waste Streams (2-5 Wastes/Generator/Site) (per waste stream)	\$327.16
Multiple Waste Streams (>5 Wastes/Generator/Site)	\$963.81
<i>Rush Renewal</i>	
Single Waste Stream	\$219.91
Multiple Waste Streams (2-5 Wastes/Generator/Site) (per waste stream)	\$438.47
Multiple Waste Streams (>5 Wastes/Generator/Site)	\$1,319.48
<i>Amendment</i>	
Single Waste Stream	\$90.96
Multiple Waste Streams (2-5 Wastes/Generator/Site) (per waste stream)	\$90.96
<i>Rush Amendment</i>	
Single Waste Stream	\$124.89
Multiple Waste Streams (2-5 Wastes/Generator/Site) (per waste stream)	\$124.89
<i>Review of Request for Deviation from Waste Acceptance Levels</i>	
Single Waste Stream	\$570.15
Multiple Waste Streams (2-5 Wastes/Generator/Site) (per waste stream)	\$570.15
<i>Review for Exemption from Department Review</i>	
Single Waste Stream	\$90.96
Multiple Waste Streams (2-5 Wastes/Generator/Site) (per waste stream)	\$90.96
<i>Hazardous Waste Fees</i>	
<u>Hazardous Waste Generator</u>	
Base Fee	\$77.37
Gallonage Fee (per gallon)	
1-250	\$2.27
251-1,000	\$0.52
1,001-10,000	\$0.27
10,001-100,000	\$0.060
100,001+	\$0.027
Sewer Fee (does not apply to minimal generators)	
</= 10 gal.	\$65.16
Very Small Quantity Generators (VSQG)	\$65.16

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
Small Quantity Generators (SQG)	\$130.32
Large Quantity Generators (LQG)	\$252.49
Application Fee (flat fee for all new generators)	\$65.16
Late Penalty	\$78.73
<u>Hazardous Waste Facilities</u>	
Storage Facilities	
Application Review Fee	\$3,012.26
Base Annual Fee	
<5,000 gals/yr	\$5,484.25
5,000-50,000 gals/yr	\$6,253.93
>50,000 gals/yr	\$8,778.87
Streams Multiplier (multiply with base fee to determine annual fee)	Total # of streams at facility x 0.1 + 1.0 (max 12 streams)
Short Term Transfer Facilities	
Application Review Fee	\$3,130.36
Base Annual Fee	
<2,000 gals/yr	\$4,802.79
2,000-10,000 gals/yr	\$6,860.73
>10,000 gals/yr	\$9,401.95
Waste Treatment and Recycling Facilities	
Application Review Fee	\$3,130.36
Base Annual Fee	
<10,000 gals/yr	\$5,488.32
10,000-100,000 gals/yr	\$9,612.36
>100,000 gals/yr	\$12,353.12
Multiplier (added to base fee)	1/10th of the base fee x # of streams
Land Treatment Facility Under Closure	\$41,594.73
<u>Very Small Quantity Hazardous Waste Generator Collection Sites and Sites for the Collection of Used Oil and Oil Filters Fee Schedule</u>	
License Application Review Fee	\$165.61
Annual License Fee for Corporate Consolidation VSQG Collection Sites	\$327.16
Annual License Fee for Commercial VSQG Collection Sites	\$822.63
Used Oil and Used Oil Filter Collection Sites	
License Application Review Fee	\$165.61
Annual License Fee	\$327.16
<u>Special Hazardous Waste Processing/Storage and Universal Waste Facilities Fee Schedule</u>	
Fee Subcategories	
<i>Small Facility (collects <1,000 fluorescent lamps, 100 lbs. of Universal Waste, and/or 100 lbs. of any other Special Hazardous Waste per year)</i>	
License Fee	no fee
Application Fee	no fee

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
<i>Medium Facility (collects 1,001-5,000 fluorescent lamps, 101-1000 lbs. of Universal Waste, and/or 101-1,000 lbs. of any other Special Hazardous Waste per year)</i>	
License Fee	\$495.49
Application Fee	\$165.61
<i>Large Facility (collects >= 5,001 fluorescent lamps, 1,001 lbs. of Universal Waste, and/or 1,001 lbs. of any other Special Hazardous Waste per year)</i>	
License Fee	\$1,643.91
Application Fee	\$327.16
<i>Reductions in License Fees for Special Hazardous Waste Processing/Storage and Universal Waste Facilities*</i>	
Small Facility	no fee
Medium Facility	\$247.06
Large Facility	\$822.63
<i>Electronic Recycling Fees</i>	
Television (per item)	\$10.00
Computer Monitor (per item)	\$10.00
<i>Recycling Fees</i>	
Std. Automotive Tire 15" or smaller (per item)	\$6.00
Std. Automotive Tire 16-17" (per item)	\$7.00
Std. Automotive Tire 18-19" (per item)	\$8.00
Std. Automotive Tire 20" or greater (per item)	\$10.00
Std. Automotive Tire Mounted on Rim (additional to tire charge-per item)	\$1.00
Std. Bicycle Tire or smaller size (per item)	\$1.00
<i>Water Supply Testing and Delegated Well Program</i>	
<u>Water Supply Testing</u>	
Water Parameter Test (single chemical - tests include Coliform bacteria, nitrate, manganese, arsenic, lead or fluoride)	\$21.00
<i>Special Test Service Fee (more than 200 different parameters are available, not including laboratory test costs)</i>	
<i>Sample shipping and handling</i>	\$18.00
Minimum	\$2.00
Maximum	\$193.00
Sample Collection	\$135.00
<u>Water Supply Well Fees</u>	
<i>Well Construction/Major Reconstruction</i>	
County Fee	\$652.00
<i>State Fee</i>	\$40.00

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
<i>Well Construction for Submerged Closed Loop Heat Exchangers</i>	
<i>County Fee</i>	\$652.00 first well, 50% discount additional wells on same site
<i>State Fee</i>	\$40.00
Minor Well Reconstruction	
County Fee	\$160.00
<i>State Fee</i>	\$40.00
Well Sealing	
County Fee	\$329.00
<i>State Fee</i>	\$15.00
Well Permit Renewal Fee (if renewed on or before expiration date)	25% of current permit fee
<u>Environmental Well Fees</u>	
Environmental Well Construction	
County Fee (per well)	\$301.00
<i>State Fee (per site)</i>	\$40.00
Environmental Well Sealing	
County Fee (per well)	\$137.00
<i>State Fee (per site)</i>	\$15.00
<u>Annual Maintenance Permits</u>	
Unused Well Permit	\$180.00
Registered Use Well Permit- Environmental, Injection Wells, and Product Recovery Wells	\$180.00
Registered Use Well Permit- Dewatering Wells, Augmentation Wells, and Groundwater Recharge Wells	\$180.00
<u>Shallow Domestic Well Permit Fees</u>	
Well Construction	
County Fee	\$329.00
<i>State Fee</i>	\$40.00
Well Sealing	
County Fee (single fee for up to five domestic water supply wells on a single site)	\$165.00
<i>State Fee</i>	\$15.00

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
<u>Dewatering Well Permit Fees (no groundwater contamination, per well, up to 5 wells per project)</u>	
Well Construction and Sealing Permit (within 18 months)	
County Fee	\$652.00
State Fee	\$55.00
Well Construction Permit	
County Fee	\$532.00
State Fee	\$40.00
Well Sealing Permit	
County Fee	\$329.00
State Fee	\$15.00
<u>Dewatering Well Permit Fees (no groundwater contamination, 5 or more wells per project)</u>	
Well Construction and Sealing Permit (same permit year)	
County Fee	\$3,260.00
State Fee	\$55.00
Well Construction Permit	
County Fee	\$2,663.00
State Fee	\$40.00
Well Sealing Permit	
County Fee	\$1,643.00
State Fee	\$15.00
Well Sealing Fee Discount	25% of normal well sealing permit fee
Regulated Work Without a Permit (when action is done by a contractor, engineer, etc. on a well without a permit)	2x original fee
Late or Incomplete Application Fee (for registered well owners)	
1-30 Days	25% of original fee
30+ Days	50% of original fee
Variance	\$280.00
Sewage Treatment Systems	
Pump Maintenance Fee (per record)	\$3.00
Subsurface Sewage Treatment System (SSTS) Construction Permit	
Type I System	\$461.00
Type II System	\$232.00
Type III System	\$461.00
Type IV System	\$533.00
Repair System	\$232.00
2nd Soil Verification	\$308.00
Large Septic System (more than 2,500 gallons per day capacity)	
Construction Permit	\$1,071.00
Annual Operating Permit	\$167.00
Septic System Variance	\$1,198.00
Regulated Septic System Work Without a Permit	2x the original fee

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
<i>Shoreland/Floodplain Permits</i>	
Shoreland Land Use Permit	
\$1.00-\$10,000	\$167.00
\$10,001-\$20,000	\$167.00
\$20,001-\$30,000	\$167.00
\$30,001-\$40,000	\$177.00
\$40,001-\$50,000	\$311.00
\$50,001-\$100,000	\$223.00
\$100,001-\$200,000	\$449.00
\$200,000+	\$667.00
Ag Building	\$71.00
Shoreland Alteration Permit	\$450.00
Ditch Alteration Permit	\$450.00
Variance	\$1,198.00
Variance Recording Fee	\$46.00
Zoning Appeal	\$647.00
Conditional Use Permit	\$1,272.00
Regulated Shoreland/Floodplain Work Without a Permit	2x the original fee
<i>Haulers</i>	
Hauler License Fee Per Vehicle - MSW	\$100.00
Hauler License Fee Per Vehicle - Non-MSW	\$100.00
<i>Business Program Fees for Very Small Quantity Generators</i>	
<u>Fluorescent Lamp Costs (each)</u>	
4' and under	\$0.36
> 4'	\$0.68
Compact	\$0.68
HID	\$1.50
U-bent and Circular	\$0.68
Shatter-shield	\$1.90
Broken (per pound)	\$1.10
Projection Lamps	\$1.50
LED	\$1.00
Neon (per pound)	\$9.00
Incandescent	\$0.36
<u>Ballasts and Capacitors (per pound)</u>	
PCB Ballasts	\$1.92
Non-PCB Ballasts	\$0.28
PCB Capacitors	\$2.35
Non-PCB Capacitors	\$0.28
Mercury Devices*	\$19.46
Elemental Mercury	\$19.46
<u>Batteries (per pound - taped)</u>	
Alkaline	\$1.70
Button	\$8.10
Lead Acid	\$0.00

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

Fee Description	2026 Proposed Fee (\$)
Lithium Primary	\$8.10
Lithium DDR (damaged, defective, or recalled)	\$50.00
Rechargeable	\$1.60
Untaped Battery Fee (per pound)	\$11.13
<u>Electronics</u>	
All Electronics (per pound)	\$0.37
<u>Miscellaneous</u>	
Lab-Packed Chemicals (per pound)	\$2.10
Aerosols (per pound)	\$1.15
Aerosol de-tipping/sorting (per pound)	\$11.13
Antifreeze (per pound)	\$0.95
Driveway Sealer (emulsion)	\$0.93
Fire Extinguisher (each)	\$21.84
Fuels/Solvents/Thinners (per pound)	\$0.32
Industrial Coatings** (per pound)	\$1.46
Other Items (hazardous waste contract #DCA22634)	Contract price + 24.5%
Oil (per pound)	\$0.05
Oil Filters (per pound)	\$0.43
Other Cylinders (compressed gas cylinder contract #DCA20942)	Contract price + 24.5%
Propane Cylinders (1-100 pounds; each)	\$9.11
Propane Cylinders (disposable; each)	\$1.78
<u>Solid Waste Surcharges</u>	
<u>Mixed Municipal Solid Waste (MMSW)</u>	
MMSW collected in Dakota County (per cubic yard) (Conversion rate is 3.33CY/ton)	\$6.277
MMSW collected out of Dakota County (per cubic yard) (Conversion rate is 3.33CY/ton)	\$7.847
<u>Construction Debris &/or Demolition Waste (C&D)</u>	
C&D (per cubic yard) (Conversion rate is 4 CY/ton)	\$0.500
C&D facility w/a liner and leachate collection OR a facility w/a County-approved recycling program (per cubic yard) (Conversion rate is 4 CY/ton)	\$0.375
C&D facility w/a liner and leachate collection AND a facility w/a County-approved recycling program (per cubic yard) (Conversion rate is 4 CY/ton)	\$0.250
<u>Solid Waste Education</u>	
Tour de Trash fee (per registrant)	\$10.000

*Products containing mercury including: thermostats, switches, thermometers

**Industrial Coatings including: automotive paints, marine paints, floor coatings)

*** Chargebacks for staff time will be billed based on the County's approved methodology to calculate a per/hour rate

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

**Criteria for Reduction:*

- 1) The Facility shall store no more than 25 percent of the annual maximum amount of waste allowed (within the fee category) at any one time. This does not apply to Large Facilities, which have no maximum.*
- 2) The Facility shall inspect all Universal Waste and/or Special Hazardous Waste containers, at least weekly, looking for leaks, proper labeling, and condition of the containers. The Facility shall keep a written log of the inspections.*
- 3) No outdoor storage of Universal Waste and/or Special Hazardous Waste containers shall occur at the Facility.*
- 4) The Facility shall submit a copy of their spill prevention and response plan (or equivalent) to the Department.*
- 5) The Facility shall exceed Ordinance No. 111, Hazardous Waste Regulation, training requirements and shall document this training.*

***Criteria for Exemption:*

- 1) Owner of the well must be a government entity or accredited educational institution.*
 - 2) Primary purpose of the well will be to monitor ambient water levels or ambient groundwater quality, monitor water levels or quality in response to legally allowed activities, assess aquifer properties, or conduct non-commercial scientific research.*
 - 3) The well is not required to be maintained in order to meet or manage a legally-required remediation goal.*
 - 4) The well is maintained so it is functional for the qualifying purpose.*
 - 5) All other permit requirements are met, including annual reporting.*
-
- 1) Owner of the well must be a government entity or accredited educational institution.*
 - 2) Primary purpose of the well will be to monitor ambient water levels or ambient groundwater quality, monitor water levels or quality in response to legally allowed activities, assess aquifer properties, or conduct non-commercial scientific research.*
 - 3) The well is not required to be maintained in order to meet or manage a legally-required remediation goal.*
 - 4) The well is maintained so it is functional for the qualifying purpose.*
 - 5) All other permit requirements are met, including annual reporting.*

Dakota County Recommended 2026 Fee Schedule:
Environmental Resources

****Criteria for Discount:*

- 1) Owner of the well must be a government entity or accredited educational institution.*
- 2) Primary purpose of the well will be to monitor ambient water levels or ambient groundwater quality, monitor water levels or quality in response to legally allowed activities, assess aquifer properties, or conduct non-commercial scientific research.*
- 3) The well is not required to be maintained in order to meet or manage a legally-required remediation goal.*
- 4) The well is maintained so it is functional for the qualifying purpose.*
- 5) All other permit requirements are met, including annual reporting.*

Dakota County Recommended 2026 Fee Schedule:

Fleet

Fee Description	2026 Proposed Fee (\$)
Fleet	
Fleet Hourly Rates	
for Internal Groups	\$108.00
for Partner Groups	\$113.57
for External Groups	\$116.91
Fleet Parts, Supplies, & Outsourcing Repairs	
for Internal Groups	At Cost
for Partner & External Groups	Cost + 7% administrative expenses
Fuel Usage	
for MN DoT and City of Hastings	Cost + 7% administrative expenses
for Partner Groups and External Groups	Cost + 7% administrative expenses
for Internal Groups	At Cost
Electric Vehicle Charging Stations	
for Partner Groups, External Groups, and Residents	\$1 to hook up and \$0.15 per kWh
for Internal Groups	no charge

Dakota County Recommended 2026 Fee Schedule: Parks

Fee Description	2026 Proposed Fee (\$)
<u>CAMPGROUNDS</u>	
<i>Lake Byllesby Campground</i>	
Water/Electric 30/50 amp Site	\$39.00
Standard Electric Site (30/50 amp)	\$35.00
<i>Lebanon Hills Campground</i>	
Pull Through Full Hook-Up Site (water, sewer, electric 30/50 amp)	\$47.00
Full Hook-Up Site (water, sewer, electric 30/50 amp)	\$45.00
Standard Electric Site (30 amp)	\$35.00
Standard Nonelectric Site	\$28.00
<i>Whitetail Woods Regional Park</i>	
Camper Cabin	\$98.00
Reservation Fee (non-refundable)	\$8.00
Dump Station (non-camper)	\$15.00
<u>RETREAT CENTERS (CAMP SAC & CAMP SPRING LAKE)</u>	
Lodge	
6 Hour Minimum for Any Group	\$160.00
Each Additional Hour	\$35.00
Overnight	\$210.00
Day Camp per Day	\$115.00
Damage & Security Deposit	\$150.00
Group Campsites	
Overnight	\$55.00
Day Camp per Day	\$28.00
Outdoor Classroom at Camp Sac Retreat Center- Hourly Rate	\$10.00
<u>DISCOVERY ROOM IN LEBANON HILLS VISITOR CENTER</u>	
6 Hour Minimum Rental for Any Group	\$160.00
Each Additional Hour	\$30.00
Damage and Security Deposit	\$150.00
<u>DAKOTA LODGE IN THOMPSON PARK CENTER</u>	
<i>Weekend Deluxe Events (e.g. wedding receptions)</i>	
Current Year Rate - 2026	
County Rate	\$1,625.00
City Rate	\$150.00
Each Additional Hour	\$55.00
Damage and Security Deposit	\$500.00

Dakota County Recommended 2026 Fee Schedule: Parks

Fee Description	2026 Proposed Fee (\$)
<i>Weekend Basic Events (e.g. family reunions, parties)</i>	
<i>*April - October, for reservations more than 90 days in advance</i>	
Current Year Rate - 2026	\$1,115.00
Reservations 60-90 days in advance, 6 hours	\$560.00
Each Additional Hour	\$50.00
Damage and Security Deposit	\$500.00
Damage and Security Deposit - reservations 60-90 days	\$150.00
<i>*November - March</i>	
Current Year Rate - 2026	\$920.00
Reservations 60-90 days in advance, 6 hours	\$445.00
Each Additional Hour	\$50.00
Damage and Security Deposit	\$500.00
Damage and Security Deposit - reservations 60-90 days	\$150.00
<i>Weekday Meeting Rentals</i>	
6 Hour Minimum	\$335.00
Each Additional Hour	\$35.00
Damage and Security Deposit	\$150.00
Outdoor Ceremony	\$100.00
West St. Paul Use of Dakota Lodge (up to 24 days per year beyond the 24 days agreed to in the JPA)	
<u>GATHERING ROOM IN SCHAAR'S BLUFF GATHERING CTR</u>	
<i>Weekend Deluxe Events (e.g. wedding receptions, 10 hours, includes cleaning)</i>	
Current Year Rate - 2026	\$980.00
Each Additional Hour	\$55.00
Damage and Security Deposit	\$300.00
<i>Weekend Basic Events (e.g. family reunions, parties, 8 hours, does not include cleaning)</i>	
Current Year Rate - 2026	\$440.00
Each Additional Hour	\$50.00
Damage and Security Deposit	\$150.00
<i>Weekday Meeting Rentals</i>	
6 Hour Minimum	\$250.00
Each Additional Hour	\$35.00
Damage and Security Deposit	\$150.00
Outdoor Ceremony	\$100.00
<u>WESTERN SERVICE CENTER</u>	
Weddings, Receptions, Private Parties, or Corporate Events	\$1,500.00
Non-Profits, Community Organizations, or Public Agency Events	\$825.00
Damage and Security Deposit	\$500.00

Dakota County Recommended 2026 Fee Schedule:

Parks

Fee Description	2026 Proposed Fee (\$)
<u>PICNIC SHELTERS</u>	
<i>Lake Byllesby Regional Park</i>	
Lakeside Shelter (weekend)	\$120.00
Lakeside Shelter (weekday)	\$60.00
<i>Lebanon Hills Regional Park</i>	
Jensen Shelter (weekend)	\$210.00
Jensen Shelter (weekday)	\$105.00
Holland Shelter (weekend)	\$130.00
Holland Shelter (weekday)	\$65.00
Schulze Lakeview Deck (weekend)	\$130.00
Schulze Lakeview Deck (weekday)	\$65.00
West Trailhead Shelter	\$65.00
<i>Miesville Ravine Park Reserve</i>	
Cannon Shelter (weekend)	\$70.00
Cannon Shelter (weekday)	\$35.00
Trout Brook Shelter (weekend)	\$70.00
Trout Brook Shelter (weekday)	\$35.00
<i>Spring Lake Park Reserve</i>	
West Shelter (weekend)	\$185.00
West Shelter (weekday)	\$95.00
East Shelter (weekend)	\$130.00
East Shelter (weekday)	\$65.00
Archery Shelter (weekend)	\$130.00
Archery Shelter (weekday)	\$65.00
<i>Thompson County Park</i>	
North Shelter (weekend)	\$225.00
North Shelter (weekday)	\$110.00
<i>Whitetail Woods Regional Park</i>	
Empire Lake Shelter (weekend)	\$225.00
Empire Lake Shelter (weekday)	\$110.00
Outdoor Ceremony at Amphitheater	\$100.00
<i>Big Rivers Regional Trailhead</i>	
Big Rivers Shelter (weekend)	\$130.00
Big Rivers Shelter (weekday)	\$65.00
<u>SPECIAL PARK/TRAIL USE PERMIT</u>	
1-50 users	\$50.00
51-150	\$150.00
151-300	\$300.00
301-500	\$500.00
500+	\$700.00
Damage and Security Deposit (less than 500)	\$150.00
Damage and Security Deposit (500+)	\$300.00

Dakota County Recommended 2026 Fee Schedule:

Parks

Fee Description	2026 Proposed Fee (\$)
Commercial & Professional Photography	
Daily Pass	\$40.00
Annual Pass	\$150.00
Advertisement & Product Photography	
Still Photography (per day)	\$200.00
Video Photography (per day)	\$400.00
ACTIVITY PASSES	
Cross Country Ski Pass	
Daily	\$6.00
Season- Individual Adult Pass	\$25.00
Replacement Season- Individual Adult Pass	\$5.00
Horse Trail Pass	
Daily (NOT including sales tax)	\$6.00
Season- Individual Adult Pass	\$35.00
Dakota Woods Dog Park Pass	
Daily (NOT including sales tax)	\$8.00
Annual (not including sales tax)	\$45.00
Archery Trail Pass	
Daily (NOT including sales tax)	\$6.00
Season- Individual Adult Pass	\$35.00
Community Garden Plot Rental - full plot	\$35.00
Community Garden Plot Rental - half plot	\$20.00
RENTAL EQUIPMENT	
Canoes, Kayaks, and Paddleboats	
Hourly/Event Rate	\$12.00
3 Hour Rate	\$30.00
Daily Rate	\$45.00
Lightweight Wenonah Canoe	
Half-day rate (<4 hours)	\$35.00
Full-day rate (>4 hours)	\$55.00
Lifejacket, Paddle, and/or Portage Cart only	\$5.00
Stand Up Paddleboards	
Hourly Rate	\$17.00
Snowshoes	
Adult Package (1 hour)	\$10.00
Adult Package (3 hours)	\$24.00
Adult Package (with camper cabin rental, first night rental)	\$24.00
Adult Package (with camper cabin rental, each additional night rental)	\$10.00
Child Package (1 hour)	\$7.00
Child Package (3 hours)	\$17.00
Child Package (with camper cabin rental, first night rental)	\$17.00
Child Package (with camper cabin rental, each additional night rental)	\$7.00

Dakota County Recommended 2026 Fee Schedule: Parks

Fee Description	2026 Proposed Fee (\$)
<i>Cross-Country Ski Packages</i>	
Adult Package (1 hour)	\$12.00
Adult Package (3 hours)	\$30.00
Adult Package (with camper cabin rental, first night rental)	\$30.00
Adult Package (with camper cabin rental, each additional night rental)	\$12.00
Child Package (1 hour)	\$10.00
Child Package (3 hours)	\$24.00
Child Package (with camper cabin rental, first night rental)	\$24.00
Child Package (with camper cabin rental, each additional night rental)	\$10.00
Skis Only (1 hour)	\$5.00
Boots Only (1 hour)	\$5.00
Poles Only (1 hour)	\$5.00
<i>Kicksleds (hourly or event rate)</i>	\$7.00
<u>OTHER FEES</u>	
Maintenance Coverage (per hour)	\$99.00
Park Patrol (per hour)	\$60.00
Operations Staff (per hour)	\$32.00
Cleaning Service (for Dakota Lodge)	\$395.00
Insurance Coverage	\$150.00
Entertainment Equipment and Tent Permit Fee (per unit)	\$50.00
Extra Dumpster (base fee plus County contract cost)	\$20.00
Portable Toilet (base fee plus County contract cost)	\$20.00
<u>Race/Meet (school or nonprofit)</u>	
Base Rate (<= 5 teams)	\$150.00
Add. Fee (for each team over 5)	\$25.00
Waterfowl Hunt Daily Parking Permit	\$10.00
<u>OUTDOOR EDUCATION PROGRAMS and EVENTS</u>	
<i>Fees for each program are established on a seasonal basis and approved by the Parks Director as directed by County Board Resolution No. 99-674.</i>	
The Dakota County Board of Commissioners authorizes the Parks Director to discount the fees in Parks 2026 Fee Schedule, for the purpose of offering incentives to the public in order to increase park facility usage and park program participation, provided that no such discount be offered without prior notice to the County Board. The 2026 Fees are effective January 1, 2026.	

Dakota County Recommended 2026 Fee Schedule:
Plat Reviews

Fee Description	2026 Proposed Fee (\$)
<u>Chapters 505 and 508</u>	
Subdivision Plats and Registered Land Surveys (RLS), Not Contiguous to a County Road	
Per Plat	\$375.00
Per Lot, Outlot, Tract	\$37.00
Minimum	\$900.00
Subdivision Plats and Registered Land Surveys (RLS), Contiguous to a County Road (not applicable to replats of lots or outlots recorded within 1 year)	
Per Plat	\$375.00
Per Lot, Outlot, Tract	\$37.00
Minimum	\$1,425.00
Contiguous Plat Review Fee (included)	\$525.00
<u>Chapter 515B</u>	
Common Interest Community (CIC) Plats	
Per Plat	\$375.00
Per Unit	\$37.00
Minimum for Supplemental Plats	\$670.00
Minimum for Original Plats	\$1,025.00
<u>Recheck Fees</u>	
For Subdivision Plats, RLS's, or CIC Plats Returned More Than Twice for Corrections (recheck fees may also apply to plats that are inactive for over one year and became active again)	\$375.00
<u>Revision Fees</u>	
Revisions Made After the Initial Review of Subdivision Plats, RLS's, or CIC Plats Has Been Completed	
Flat Fee	\$170.00
Additional Fee per Affected Lot, Outlot, Tract, or Unit	\$37.00
The actual costs of reviewing plats are variable and are impacted by the number of plats, number of lots, degree of plat difficulty, legal description, and plat reviewer.	

**Dakota County Recommended 2026 Fee Schedule:
Public Service and Revenue Fees**

Fee Description	2026 Proposed Fee (\$)
PROFESSIONAL LICENSES	
Assemblage of Large Number of People	\$352.00
Assemblage of Large Number of People - Late Fee	\$195.00
Auctioneer License	\$20.00
Notice of Claim (+ mailing)	\$37.00
Intoxicating Liquor - On Sale	\$4,525.00
Intoxicating Liquor - Off Sale	\$800.00
Intoxicating Liquor – On and Off Sale	\$4,681.00
Intoxicating Liquor – On Sale Sunday	\$200.00
Intoxicating Liquor - On Sale 2:00 am closing	\$4,149.00
Intoxicating Liquor - Temporary License	\$77.00
Intoxicating Liquor - Ag Society Fair 7-day Temporary License	\$109.00
3.2% Liquor - On Sale	\$290.00
3.2% Liquor - Off Sale	\$290.00
3.2% Liquor - Temporary On Sale	\$77.00
Set-Up and Consumption License	\$297.00
Temporary Set-Up and Consumption License	\$25.00
Tobacco License (2-year)	\$944.00
Transient Merchant License	\$150.00
Precious Metal License	\$84.00
Cannabis Retail Registration - Initial	\$500.00
Cannabis Retail Registration - 2+ year Renewal	\$1,000.00
Cannabis Lower-Potency Retail Registration	\$129.00
Temporary Cannabis Event License	\$155.00
DOCUMENT PROCESSING	
Plat Book (Including Sales Tax)	\$46.00
Property Transfer Requests (per page + setup + IT time)	\$0.64
Property Split Request (per parcel)	\$62.00
Screen prints	\$5.40
Safe Keeping Fee	\$125.00
PROPERTY DESCRIPTION	
Green Acre Payback Calc (per parcel + Asses time)	\$65.00
Open Space Payback Calc (per parcel + Asses time)	\$119.00
TAXATION	
City Special Assessment Collection (per parcel & project)	\$6.00
Special Assessment Correction Fee (per parcel & per project	\$27.00
Special Assessment Set-up (Per Project)	\$25.00
Audit of SD, City or Town (per page)	\$48.00
Auditors Certificate	\$422.00
Auditors Certificate/Largest Taxpayer (per page)	\$118.00
Confession of Judgment Setup	\$152.00
Confession of Judgment Certified Copy Fee	\$14.00
Notice of Expiration of Redemption Fee	\$111.00
Delinquent Property Tax List	\$180.00

**Dakota County Recommended 2026 Fee Schedule:
Public Service and Revenue Fees**

Delinquent Tax Judgment Publication Fee	\$48.00
Tax Forfeit Property List	\$29.00
Electronic Property Tax File	\$520.00
Prior Yr Tax Research (hourly)	\$50.00
Repurchase Tax Forfeit Property	\$381.00
Tax Search	\$5.00
Statement of Unpaid Taxes	\$5.00
Special Assessment Search	\$5.00
Certified No Delinquent Ltr/Spec Assmt Search	\$5.00
Duplicate Tax Statement (current & prior yr -- non-owner only)	\$8.00
TIF Early Decertification	\$357.00
TIF Maintenance (Base)	\$618.00
TIF Maintenance (per Parcel)	\$33.00
TIF Plan Modification	\$815.00
Delayed Excess Interest Fee (Decertied Only)	\$75.00
TIF Setup Base	\$933.00
TIF Setup (per Parcel)	\$32.00
SUBSCRIPTION FEES:	
RecordEASE Monthly Subscription	\$30.00
RecordEASE Search	\$0.50
RecordEASE View Recorded Documents	\$1.50
RecordEASE View Certificates of Title (Torrens)	\$2.50
RecordEASE Tract Page	\$2.50
RecordEASE Tract Card	\$2.50
OCCASIONAL USER FEES:	
RecordEASE Access Per Session	\$5.00
RecordEASE Search	\$1.00
RecordEASE View Recorded Documents	\$2.00
RecordEASE View Certificates of Title (Torrens)	\$3.00
RecordEASE Tract Page	\$3.00
RecordEASE Tract Card	\$3.00
JUDICIAL ADDRESS PROTECTION FEES	
Judicial Real Property Notice (per request)	\$75.00
Request to Access, (per request)	\$75.00
Consent to Access (per request)	\$75.00
Consent to Terminate (per request)	\$75.00
COPY FEES:	
Non-Certified Copies (per page)	\$1.00
Certified Copy of a Document	\$10.00
Non-certified Copy of a Plat or Register Land Survey (to scale)	\$10.00
Non-certified Copy of a Plat or Register Land Survey (reduced); per page	\$1.00
Certified Copy of a Plat or Registered Land Survey	\$15.00
Non-certified Copy of Condominium Floor Plans (to scale); per page; \$10.00 minimum	\$1.00
Certified Copy of the Certificate of Title	\$10.00

**Dakota County Recommended 2026 Fee Schedule:
Public Service and Revenue Fees**

VITAL STATISTICS	
Birth Certificate (Original)	\$26.00
Birth Certificate (Subsequent)	\$19.00
Marriage Certificate	\$9.00
Marriage License With Education	\$50.00
Marriage License Without Education	\$125.00
Marriage Amendment Fee	\$42.00
Death Certificate (Original)	\$13.00
Death Certificate (Subsequent)	\$6.00
Expedite Fee for Birth/Death Records	\$20.00
Marriage Application Info List	\$56.50
Passport photo	\$14.00
Notary Authentication	\$5.00
Notary Filing	\$20.00
Notary Service	\$5.00
Minister Credentials Recording (renamed)	\$15.50
DNR	
Game and Fish Stamp Issuing Fee DNR	\$0.50
OTHER LIBRARY FEES	
Collection Agency Fee	\$10.00
Damaged/Lost Item	
Fax transmissions (per page)	\$1.00
Non-Resident Library Card Annual Fee	\$60.00
Photocopies (per page)	
B/W	\$0.15
Color	\$0.50
Staff-assisted copies of official Dakota County Library documents	\$0.25
Returned Check Fee	\$30.00
ELECTIONS	
Election data: Public Information list, accepted absentee list, rejected absentee list, etc.	\$30.00
[REMOVE] Address Labels/Spreadsheets	\$0.00
Precinct Finder - County Wide	\$52.00
Precinct Finder - Individual City	\$20.00

**Dakota County Recommended 2026 Fee Schedule:
Sheriff's Office**

Fee Description	2026 Proposed Fee (\$)
<i>Administrative Fees</i>	
Check Service Fee (fee is per check)	\$30.00
Copy Costs (per side; up to 100 pages)	\$0.25
Dangerous Dog Registration	\$250.00
<u>Copies of Public Data</u>	
1-100 pages black. White & letter/legal	\$0.25/page
all other public data	actual and reasonable cost to search for, retrieve, make, certify, compile, and transmit data and the copies
<u>Copies of Private and Nonpublic Data</u>	
Copies requested by a person or entity who is not the data subject	actual and reasonable cost to search for, retrieve, make, certify, compile, and transmit data and the copies
Copies requested by the data subject	actual and reasonable cost to search for, retrieve, make, certify, compile, and transmit data and the copies
<i>Civil Fees</i>	
Civil Fee for Service	\$80.00
Foreclosure Sales/Sheriff's Certificates	\$80.00
Judgment Sale/Foreclosure by Action (including posting, service, and sale)	\$225.00
Mechanics Lien/Execution Sales (includes sale and mileage)	\$100.00
Notice of Intent to Redeem	\$100.00
Redemptions	\$250.00
Replevin Fee	\$150.00
Writ of Execution	\$80.00
Writ of Recovery	\$125.00
<i>Gun Permit Fees</i>	
Permit to Carry - Application	\$100.00
Permit to Carry - Renewal (1 to 90 days before expiration)	\$75.00
Permit to Carry - Renewal (1 to 30 days after expiration)	\$75.00
Permit to Carry - Change of Address/Replacement Card	\$10.00
<i>Jail Fees</i>	
Booking Fee	\$25.00
Daily Jail Booking Report (per month)	\$35.00
Fingerprints	\$20.00
Out-of-County Boarding Straight Time (per day)	\$120.00
Pay-to-Stay (per day)	\$25.00
Work Release Fee (per day)	\$25.00
Work Release For Out-of-County Boarders (per day)	\$120.00

Dakota County Recommended 2026 Fee Schedule:
Transportation

Fee Description	2026 Proposed Fee (\$)
<i>Transportation</i>	
<u>Transportation Permit Fees</u>	
Registration Fee (Residential/Commercial)	\$40.00
<u>Right of Way Fees</u>	
Access Permit (Residential/Agricultural)	\$135.00
Access Permit (Commercial/New Street)	\$370.00
Utility Service Permit (up to first 1320')	\$250.00
Utility Service Permit (per foot over 1320')	\$0.15
Work in the Right-Of-Way (Excavation/Grading Permit)	\$350.00
Landscape	\$85.00
Obstruction	\$125.00
Delay Penalty (for up to 3 days of non-completion and no prior notice before the estimated completion date)	\$100.00
Delay Penalty (after 3 days, per day)	\$15.00
Annual Oversize Truck Permits	\$250.00
Single Trip Permit (up to first 220k lbs)	\$25.00
Single Trip Permit (over 220k lbs, per additional 100k lbs)	\$25.00
<u>Signal Maintenance for Cities Fees</u>	
City Signal Maintenance Fee	\$1,425.00
City Signal- New Signal Initial Setup Fee	\$1,540.00

Dakota County Recommended 2026 Fee Schedule:
Community Services Division

Fee Description	2026 Proposed Fee (\$)
<i>Social Services</i>	
Corporate Foster Care Licensing	
New Inspection (for one-year license)	\$0.00
Inspection Renewal (for two-year license)	\$0.00
Family Child Care Licensing	
New Inspection (for one-year license)	\$50.00
Inspection Renewal (for two-year license)	\$100.00
<i>Employment & Economic Assistance</i>	
Non-licensed Child Care Background Checks	\$100.00
<i>Community Corrections</i>	
Adult Probation Fee - Misdemeanor Offenders	\$282.00
Adult Probation Fee - Gross Misdemeanor & Felony Offenders	\$369.00
Juvenile Services Center Per Diem	\$475.00
JSC Enhanced Services Per Diem Fee	\$200.00
Juvenile Services Center - Out-of-County Mental Health Per Diem - Eliminate in 2026 to be included in overall facility per diem moving forward	\$0.00
<i>Public Health</i>	
Immunization Fees (plus vaccine cost per immunization) 90471, 90472, 90473, 90480	\$21.00
Refugee Health Assessment	\$0.00
Tuberculosis Directly Observed Therapy (In-person and Telehealth)	\$70.00
PHN Asthma Education (In-person and Telehealth)	\$252.00
PHN Home Visit PHN Refugee Health Visit PHN Family Health Visit PHN TB/Infectious Disease Visit PHN Asthma Health Visit (In-person and Telehealth)	\$252.00
PHN Lactation Consultation (In-person and Telehealth)	\$252.00
All Inclusive Clinic Visit	\$252.00
Latent B Infection - PHN Case Management	\$126.00
Immunization Fees: TB Skin Test TST (Mantoux)	\$40.00
Immunization Fees: Hep B Immunizations	\$55.00
Immunization Fees: Immunization Services - Employer Paid	\$5.00
MCH - CHW Visit	\$32.00
PHN Postpartum Visit	\$252.00
PHN Newborn Visit	\$252.00
Radon Test Kits	\$10.00
<i>Extension</i>	
4H Youth-Teaching-Youth	\$75.00

Dakota County Recommended 2026 Fee Schedule:**Copy Fees**

Fee Description	2026 Proposed Fee (\$)
<u>Copies of Public Data</u>	
1-100 pages black/white & letter/legal	\$0.25/page
all other public data	Actual and reasonable cost to search for, retrieve, make, certify, compile, and transmit the data and the copies
<u>Copies of Private and Nonpublic Data</u>	
Copies requested by a person or an entity who is not the data subject	Actual and reasonable cost to search for, retrieve, make, certify, compile, and transmit the data and the copies
Copies requested by the data subject	Actual and reasonable cost to make, certify, and compile the copies
<u>No Copy Fee Charged</u>	
• When prohibited by state or federal law	
• 5 or fewer copies of black/white	
• Requestor is a government entity	
• Requestor is a recipient of need-based public assistance and requests his/her private data related to the public assistance	

Dakota County Recommended 2026 Fee Schedule:
Central Operations Division

Fee Description	2026 Proposed Fee (\$)
<i>Finance</i>	
NSF Check Charge	\$30.00
<i>IT</i>	
Electronic Property Image Download Fee PER IMAGE	\$0.10
Services Fee - per hour	\$85.25
REAL ESTATE/ PERSONAL PROPERTY	
Name and Address Information	\$386.75
Tax Information	\$386.75
Value Information	\$390.00
Sales Information	\$259.00
Miscellaneous Parcel Information	\$390.00
Escrow Information	\$128.75
Special Assessment Beginning of Year Information	\$324.50
TNT Notice Information	\$390.00
Custom Parcel Information	\$390.00
Custom File Extraction for Taxography	\$390.00
MANUFACTURED HOMES	
Name and Address Information	\$128.75
Tax Information	\$128.75
Value Information	\$128.75
BROADBAND	
IRU Fiber Fee	\$65 per mile, per month, per pair of strands
<i>GIS Services</i>	
GIS Services Fee per hour	\$85.25
<u>Printed Maps</u>	
Basic Line Map (property, streets, street names, addresses)	
Sheet Size A (8.5" x 11")	\$2.90
Sheet Size B (11" x 17")	\$5.90
Sheet Size C (17" x 22")	\$11.00
Sheet Size D (22" x 34")	\$17.75
Sheet Size E (34" x 44")	\$34.00
<u>Color Aerial Photo</u> (may also include basic line map layers without additional charge)	
Sheet Size A (8.5" x 11")	\$2.90
Sheet Size B (11" x 17")	\$7.65
Sheet Size C (17" x 22")	\$17.75
Sheet Size D (22" x 34")	\$34.50
Sheet Size E (34" x 44")	\$69.50
Photocopies	\$0.25
Special Map Requests	Price of base map, GIS Services



2026 Dakota County Fee Schedules

COUNTY BOARD

November 4, 2025

2026 Dakota County Fee Schedules



Background

- Finance Coordinated Process
- Departmental Contributions
- Criminal Justice Network fees are being removed; and will not be part of the Fee Schedule Process
- Presented to SLT – September 18th
- Posted on County Website after GGP
 - <https://www.co.dakota.mn.us/notices/Pages/2026-fee-schedules.aspx>
- Public Hearing and Adoption – November 4th

2026 Dakota County Fee Schedules

- Effective on January 1, 2026
 - (some Parks fees effective late 2025)
- 3% increase over 2025, with some exceptions
 - Exceptions are noted
- Exceptions for not setting fee at actual cost:
 - Fee established by law or rule
 - Difficult to determine actual cost of service for fee

Highlights of New Fees for 2026

- Community Service Fees
 - Family Child Care Licensing fees are being added back on for 2026
 - Juvenile Services Center Enhanced Services Per Diem Fee - \$200.00
 - Radon Test Kits - \$10.00
- Environmental Resources Fees
 - Standard or Smaller Bicycle Tire Recycling - \$1.00
 - Other Hazardous Waste – 24.5% above the contract price
- Public Service & Revenue
 - Judicial Address Protection Fees \$75.00

Highlights of Eliminated Fees for 2026

Community Service Fees

- Corporate Foster Care Licensing
- Juvenile Services Center - Out-of-County Mental Health Per Diem fee
- Refugee Health Assessment fee

Parks

- Rates for one and two years in advance for Dakota Lodge in Thompson Park Center & Gathering Room in Schaar's Bluff – Only current year rate is now applicable to simplify fees.

Public Service & Revenue

- Elections – Address Labels/Spreadsheet

Fee Increases – Over 5%

Community Services

- Juvenile Services Center Per Diem
- Immunization Fees: TB Skin Test TST (Mantoux)

Environmental Resources

- Water Supply Testing and Delegated Well Program
- PCB Ballasts
- Miscellaneous – Chemicals, Aerosols, Propane Cylinders & Batteries.

Parks

- Picnic Shelters
- Other Fees: Park Patrol (per hour) & Operations Staff (per hour)

Public Service & Revenue

- Marriage Licenses Fees

What is next?

- County Board adoption following the public hearing
- Adopted fees incorporated into the County Manager's recommended 2026 budget
- Review of all county fees in 2026
 - Cost recovery analysis
 - Metro county benchmarking

Questions?



Board of Commissioners

Request for Board Action

Item Number: DC-5035	Agenda #: 6.1	Meeting Date: 11/4/2025
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Approval of Minutes of Meeting Held on October 21, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, October 21, 2025

9:00 AM

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

1. Call to Order and Roll Call

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

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

Commissioner Atkins attended the meeting remotely via interactive technology.

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: 25-475
Approval of Agenda (Additions/Corrections/Deletions)
On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the approval of the agenda was unanimously approved.

CONSENT AGENDA

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the Consent agenda was approved as follows. Commissioner Halverson arrived to the meeting after the consent agenda was voted on.

5. County Administration - Approval of Minutes

5.1 Resolution No: 25-476

Approval of Minutes of Meeting Held on October 7, 2025

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 6

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

Excused: 1

Laurie Halverson

6. Items Recommended by Board Committee***6.1** Resolution No: 25-477

Adoption Of Mississippi River Greenway Natural Resource Management Plan

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, by Resolution No. 17-274 (May 23, 2019), the County Board adopted the Dakota County Natural Resources Management System Plan, which demonstrates a need to develop Natural Resource Management Plans (NRMP) for all County Parks, Greenways, and Conservation Easements; and

WHEREAS, by Resolution No. 20-568 (November 17, 2020), the County Board adopted the Land Conservation Plan, which aims to improve County coordination and collaboration with other agencies and organizations regarding land protection and long-term natural resource management; and

WHEREAS, by Resolution No. 99-526 (September 21, 1999), the County Board adopted the Mississippi River Greenway master plan, which established a 28-mile preferred alignment from St. Paul to downtown Hastings; and

WHEREAS, a consultant was hired to develop the first NRMP for the Mississippi River Greenway; and

WHEREAS, there are plans to potentially extend the greenway southeast along County Road 54 to the Goodhue County border, which would add approximately 9.5 miles of trail; and

WHEREAS, the public lands along the greenway are owned by Dakota County, the Cities of South St. Paul, Inver Grove Heights, and Hastings; and

WHEREAS, a stakeholder meeting was held on October 16, 2024, to solicit input on the NRMP. Participants included staff from the cities of South St. Paul, Inver Grove Heights, and Hastings, as well as staff from Mississippi Park Connection and the National Park Service; and

WHEREAS, the NRMP addresses the natural resource inventory, future vegetative cover goals, and recommended projects developed in cooperation with landowner partners; and

WHEREAS, Ecologists conducted field work and identified 22 natural area nodes; and

WHEREAS, these nodes were selected because they contain existing natural areas or parks where opportunities exist to increase habitat; and

WHEREAS, trail corridors between these nodes were also surveyed; and

WHEREAS, an estimate of \$2,389,000 in projects were identified; and

WHEREAS, \$589,000 has been secured, to date, from an Environment and Natural Resource Trust Fund Grant and a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to begin implementing the recommendations in the plan; and

WHEREAS, external grant funding will be used to fund additional restoration projects, and grant match and cost share fiscal impacts will be established and individually brought to the County Board for review in the form of future joint powers agreements between partners prior to project implementation; and

WHEREAS, the draft NRMP was presented to the Dakota County Planning Commission on June 26, 2025, at which time it voted to recommend to the Dakota County Board of Commissioners to release the draft plan for public review; and

WHEREAS, by Resolution No. 25-360 (July 29, 2025), the County Board authorized the Mississippi River Greenway NRMP be released for a 30-day community review period, which occurred from July 29 through August 29, 2025; and

WHEREAS, no comments were received from the public during the comment period; and

WHEREAS, during this time, County staff gave presentations about the NRMP to the Park and Recreation Advisory Commission of Inver Grove Heights (August 13) and to the Rosemount Parks and Natural Resources Commission (August 18).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the Mississippi River Greenway Natural Resource Management Plan.

Ayes: 6

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

Excused: 1

Laurie Halverson

6.2 Resolution No: 25-478
Approval Of Unified Schematic Design And Authorization To Amend
Professional Services Contract With ALLiiANCE For Empire Maintenance
Facility Redevelopment Project

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Improvements were completed at the Empire Maintenance Facility in 2020, including only part of the proposed South Building due to budget constraints; and

WHEREAS, with unmet needs identified, an addition to the South Building was included in the 2024-2028 Facilities Capital Improvement Program Adopted Budget and partially funded in 2024; and

WHEREAS, a previously proposed project to develop a new maintenance facility in Hampton was not approved to proceed; and

WHEREAS, the County Board instead directed staff to develop and present an alternate to the Hampton facility that would meet its objectives of closing the existing Hastings and Farmington Shops through a phased approach; and

WHEREAS, ALLiiANCE was selected as the consultant firm to provide early phase design services for this project by Resolution No. 24-147 (March 26, 2024); and

WHEREAS, ALLiiANCE and staff were authorized to develop a unified design for phased equipment storage and an office addition for Transportation Department staff by Resolution No. 24-564 (December 3, 2024); and

WHEREAS, the unified design for phased equipment storage would construct an approximate 53,400 square foot storage addition to the South Building by mid-2029 (Phase 1) to allow for future closure and sale of the Hastings Highway Shop site; and

WHEREAS, the unified design would also construct an approximate 22,200 square foot new Pre-Fabricated Cold Storage Building in 2032 (Phase 2) to allow for the closure and sale of the Farmington Highway Shop site; and

WHEREAS, additional efforts to complete the design through construction are necessary; and

WHEREAS, ALLiiANCE has provided a proposal to provide design through construction closeout for an approximate 53,400 square foot storage addition to the South Building; and

WHEREAS, there are sufficient Sales and Use Tax (SUT) funds within the project budget to cover this contract increase.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the schematic design of the Phase 1 South Building storage addition as presented; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the schematic design of the Phase 2 Pre-Fabricated Cold Storage Building as presented; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes amending the professional services contract with ALLiiANCE, 400 Clifton Avenue S., Minneapolis, MN 55403 to increase professional design fees for the Empire Maintenance Facility Redevelopment project Phase 1, in an amount not to exceed \$1,050,000, for an amended contract total of \$1,430,267, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

6.3 Resolution No: 25-479

Authorization To Offer One Supplemental Group Short Term Disability Plan and Approval of Rate For 2026

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Short-Term Disability is a voluntary employee-paid benefit offered by the County; and

WHEREAS, due to the implementation of Minnesota Paid Family and Medical Leave (PFML) in 2026, it is no longer practical for the County to continue offering traditional short-term disability (STD) plans with multiple elimination period options; and

WHEREAS, to align with medical leave of PFML, the County will now offer a new supplemental STD benefit; and

WHEREAS, Deloitte Consulting LLP reviews the County's STD claims experience annually and provides premium rate recommendations; and

WHEREAS, Deloitte's recommended premium rates for the 2026 STD plan is .0685 of \$10 weekly benefit.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the 2026 Voluntary Short Term Disability benefit plan option and its rate.

Ayes: 6

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

Excused: 1

Laurie Halverson

7. Central Operations

7.1 Report On Invoices Paid In September 2025

Information only; no action requested.

7.2 Resolution No: 25-480

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With City Of Lakeville

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the City of Lakeville desires to obtain from Dakota County the use of 12 strands of Dakota County-owned fiber optic cable to provide fiber connecting Lakeville's Fairfield Water Tower to Lakeville City Hall; and

WHEREAS, the City of Lakeville will be allocated the following strands:

- Strands 61-72 of 288F at NE Kensington Blvd and Juniper Way spliced to
 - Strands 61-72 of 288F at NW of Jacquard Avenue and 215th Street West spliced to
 - Strands 61-72 of 288F at NE of Dodd Blvd and 215th Street West spliced to
 - Strands 61-72 of 288F at NE of Cedar Avenue and 215th Street West spliced to
 - Strands 61-72 of 288F at NE of Cedar Avenue and Lakeville Blvd spliced to
 - Strands 61-72 of 288F at SE of Cedar Avenue and 202nd Street West spliced to
- Lakeville City Hall at 20195 Holyoke Avenue

; and

WHEREAS, Dakota County desires to obtain from the City of Lakeville use of 24 strands of City of Lakeville-owned fiber optic cable to connect Fairfield 800 MHz Radio Tower with a fiber cable; and

WHEREAS Dakota County will be allocated the following strands:

- Lakeville Fairfield 800 MHz Water Tower at 11075 210th Street West, Lakeville, MN spliced to Strands 13-36 of 48F of Kensington Blvd and Juniper Way splice vault

; and

WHEREAS, Dakota County will utilize \$9,094 from the Dakota County 2025 General Fund fund balance to pay for the construction costs to connect existing

fiber optic cable; and

WHEREAS, a Fiber Optic Indefeasible Right To Use Agreement with the City of Lakeville is required for use of County fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an Indefeasible Right to Use Agreement with the City of Lakeville, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

7.3 Resolution No: 25-481

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With Inver Hills Community College

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Inver Hills Community College desires to lease the use of four fibers from Dakota County to connect Inver Hills Community College Data Center to Dakota County Technical College Data Center; and

WHEREAS, the County has unused fiber optic cables available to lease as follows:

Segment 1: This segment consists of 4 strands of fiber from Dakota County Technical College Data Center at 1300 145th Street East, Rosemount, MN to Inver Hills Community College Data Center at 2500 80th Street East, Inver Grover Heights, MN
; and

WHEREAS, Inver Hills Community College has agreed to lease the four strands of fiber at a distance of 12.4 miles at a rate of \$65 per pair per mile for a total of \$1,612 per month for 10 years; and

WHEREAS, Dakota County will pay \$4,340 from the Dakota County 2025 General Fund balance to pay for construction cost to connect existing fiber optic cable; and

WHEREAS, a Fiber Optic Indefeasible Right To Use Agreement with the Inver Hills Community College is required for use of County fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an IRU with Inver Hills Community College for use of County-owned institutional network backbone, subject to approval by the County Attorney's Office as to

form.

Ayes: 6

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

Excused: 1

Laurie Halverson

7.4 Resolution No: 25-482

Authorization To Execute Contract With AVI Systems, Inc. dba FORTÉ To Upgrade Boardroom AudioVisual Equipment

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the County advertised for proposals for the Boardroom AV Upgrade Project; and

WHEREAS, the County received proposals from three qualified vendors on July 25, 2025; and

WHEREAS, staff reviewed the proposals and determined that the proposal from AVI Systems, Inc. dba FORTÉ provides the best value to the County to implement the Boardroom AV Upgrade Project; and

WHEREAS, the cost of Boardroom AV Upgrade Project is \$460,343 for the first year, \$70,000 for the second year, \$75,000 for the third year, for a total contract cost of \$605,343; and

WHEREAS, funding for the first year of the contract is available in the Dakota County General Fund balance and future years licensing and support will be included in future County budgets.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract with AVI Systems, Inc. dba FORTÉ for the Boardroom AV Upgrade Project in an amount not to exceed \$605,343, subject to approval by the County Attorney's office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

8. Community Services

8.1 Resolution No: 25-483

Authorization To Execute Contracts For Adult Mental Health Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County's mental health system complies with the requirements of the Minnesota Comprehensive Adult Mental Health Services Act (Act); and

WHEREAS, the Act establishes basic standards for AMH services in Minnesota; and

WHEREAS, it is primarily directed at counties, which are designated as local mental health authorities; and

WHEREAS, the Act obligates county boards to develop and coordinate a system of affordable and locally available adult mental health services in accordance with Minn. Stat. § 245.641 to 245.486; and

WHEREAS, Dakota County delivers these mandated services both directly and through purchased services; and

WHEREAS, funding for purchased services comes from state grants, health plans, and county levy (payor of last resort); and

WHEREAS, additionally, Minn. Stat. Chapter 253B (Civil Commitment Act) obligates counties to certain duties, including payments to facilities for involuntary and commitment holds; and

WHEREAS, by Resolution No. 23-473 (October 24, 2023), the Dakota County Board of Commissioners authorized contracts for mental health services for the period of January 1, 2024 through December 31, 2025; and

WHEREAS, the Individual Placement and Support Employment Services (IPS) is funded fully by the Adult Mental Health Grant and/or Community Support Program Grant; and

WHEREAS, the Intensive Residential Treatment Service (IRTS) and Crisis Residential Services (CRS) receive partial funding (\$60,000) from the Adult Mental Health Grant and/or Community Support Program Grant, with the remaining funded by county levy; and

WHEREAS, staff recommends a two-year contract with Guild for the following services: Individual Placement and Support Employment Services (IPS), Intensive Residential Treatment Service (IRTS), and Crisis Residential Services (CRS) for a two-year term.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for adult mental health services for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form as follows:

Type of Service: Individual Placement and Support Employment Services**Provider:**

1. Guild

Unit Rate:

1. Not to exceed \$389,328 for the two-year term, see attached exhibit for specific rates (Attachment: Exhibit 5 Payments)

Type of Service: Intensive Residential Treatment Services and Crisis Residential Services**Provider:**

1. Guild

Unit Rate:

1. Services paid at Department of Human Services rate, as of today per diem rate set at \$539.08

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the contracts amount and the contracts 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 contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.2 Resolution No: 25-484

Authorization To Execute Contracts For Conservator And Guardianship Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, a conservator or guardian is appointed by the court to make decisions if a person is determined by the court of not having capacity for decision-making; and

WHEREAS, the county having jurisdiction over the guardianship or conservatorship court proceedings is responsible for payment of ongoing

services if the person is indigent (Minn. Stat. § 524.5-502); and

WHEREAS, by Resolution No. 21-491 (October 19, 2021), the Dakota County Board of Commissioners authorized the renewal of contracts with the following providers: Dakota Conservators, Inc.; Fiduciary Services of Minnesota, Inc.; Judy Moe Guardianship Services, LLC; Thomas Allen, Inc.; Anthony Roszak; Navigator Fiduciary Forensic Services; Alternative Supported Living Services; JRP Fiduciary Services; and Lutheran Social Services for the period of January 1, 2022 through December 31, 2025; and

WHEREAS, with increasing demand for services, three additional providers have been contracted in that time: Ohana Guardianship Services; Unique Abilities, LLC; and Maday Fiduciary; and

WHEREAS, the Community Services Division issues solicitations for client services every 4-5 years; however, the last several requests for proposal for these services resulted in the same pool of providers; and

WHEREAS, the County will now contract with any provider who is qualified to provide the services and agrees to the County's contract terms; and

WHEREAS, Social Services staff provide performance and service monitoring, including but not limited to review of providers' monthly billing and contract allows for the County to perform annual audits of randomly selected cases from each provider; and

WHEREAS, in addition, conservators and guardians submit annual accountings and well-being reports to the court that are subject to random audit through the judicial system.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts with Dakota Conservators, Inc.; Fiduciary Services of Minnesota, Inc.; Judy Moe Guardianship Services, LLC; Anthony Roszak; Navigator Fiduciary Forensic Services; Alternative Supported Living Services; Lutheran Social Services; Ohana Guardianship Services; Unique Abilities LLC; and Maday Fiduciary, and any provider who is qualified to provide the services and agrees to the County's contract terms for conservator and guardianship services at the rate of \$49.79/hour for general conservator/guardianship services and \$60.64/hour for emergency conservator/guardianship services, for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

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

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That service rates for contracts authorized for the period of January 1, 2026 through December 31, 2027, shall be increased by the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners, effective January 1 of each year, as applicable.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.3 Resolution No: 25-485

Authorization To Execute Contracts For Housing Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Social Services Department provides both in-house and contracted services across the housing service continuum; and

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

WHEREAS, to ensure continued high-quality services, Dakota County has scheduled a routine contract Request for Proposal (RFP) process; and

WHEREAS, on January 21, 2025, staff issued an RFP for housing supportive services; and

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

WHEREAS, staff recommends contracts for housing services with the providers for the amounts and terms listed in the Resolution.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for housing services with the providers, in the amounts listed, for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form, as follows:

Service - Agency - Not to Exceed Amount

- Apartment Services for Seniors - DARTS - \$424,000
- Apartment Services for All Ages - Residential Transitions, Inc. - \$624,000
- Housing Clinic Services - 360 Communities - \$800,000
- Housing Clinic Services - Southern Minnesota Regional Legal Services, Inc. - \$160,000
- Supportive Housing Services/Lincoln Place - Amherst Wilder - \$672,000
- Supportive Housing Services/Haralson Apartments - CAP Agency - \$125,000
- Supportive Housing Services/Cahill Place - Center City Housing Corp - \$1,300,000
- Youth Drop-In Services - The Link - \$102,000

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract for shelter services for the period of January 1, 2026 through December 31, 2026, subject to approval by the County Attorney's Office as to form, as follows:

Service - Agency - Not to Exceed Amount

- Hotel Shelter-Singles - Extended Stay of America - \$1,000,000

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the contracts amount and the contracts 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 contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.4 Resolution No: 25-486

Authorization To Execute Contract For Volunteer Driver Transportation Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County Social Services provides contracted services across

the transportation services continuum; and

WHEREAS, volunteer driver services have been contracted since 2011 and are available for residents of Dakota County, which include, but are not limited to, trips for medical and dental appointments, Dakota County programs like Women, Infants and Children (WIC), trips for health assessments and trips for grocery shopping and to food shelves; and

WHEREAS, rides are provided by trained and vetted volunteers in their personal vehicles; and

WHEREAS, since 2018, Dakota County has received Federal Transit Administration Section 5310 grant funds from the Minnesota Department of Transportation to utilize mobility management strategies to increase coordination efforts and improve mobility access for older adults and persons with disabilities in Dakota County. Dakota County is currently administering this work through GoDakota; and

WHEREAS, a Request for Proposal was issued on January 22, 2025, for volunteer driver services, and a committee comprised of GoDakota stakeholders reviewed the proposals and recommended contracting with Hastings Family Service for delivery of volunteer driver services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Hastings Family Service for Volunteer Driver Transportation Services in a not to exceed contract amount of \$90,000 for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form; 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

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

Excused: 1

Laurie Halverson

8.5 Resolution No: 25-487

Authorization To Execute Contracts For Community Corrections Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services, and court-ordered programs are provided through specialized vendors; and

WHEREAS, staff recommends authorization to execute a contract with Midwest Monitoring and Surveillance, Inc. for Electronic Monitoring Services in an amount not to exceed \$390,000; and

WHEREAS, staff recommends authorization to execute a contract with RS EDEN for Drug Testing and Related Services in an amount not to exceed \$200,000; and

WHEREAS, staff recommends authorization to execute contracts with Project Pathfinder, Inc. in an amount not to exceed \$180,000 and Alpha Emergence Behavioral Health in an amount not to exceed \$120,000 for Sex Offender Treatment Services; and

WHEREAS, staff recommends authorization to execute a contract with Courtney Sturges Counseling and Consulting Services LLC for Sex Offender Assessment Services in an amount not to exceed \$132,150; and

WHEREAS, staff recommends authorization to execute a contract with Nystrom & Associates, Ltd. for Wraparound Facilitation Services in an amount not to exceed \$120,000; and

WHEREAS, staff recommends authorization to execute a contract with Associated Clinic of Psychology, Inc. for Forensic Psychological Evaluation Services in an amount not to exceed \$400,000; and

WHEREAS, staff recommends authorization to execute a contract with Katheryn Cranbrook PsyD, Inc. in an amount not to exceed \$120,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for Community Corrections services with the providers, in the amounts listed, for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form as follows:

Electronic Monitoring Services:

- Midwest Monitoring and Surveillance, Inc. in an amount not to exceed \$390,000

Drug Testing and Related Services:

- RS Eden in an amount not to exceed \$200,000

Sex Offender Treatment Services:

- Project Pathfinder, Inc. in an amount not to exceed \$180,000
- Alpha Emergence Behavioral Health in an amount not to exceed \$120,000

Sex Offender Assessment Services:

- Courtney Sturges Counseling and Consulting Services LLC in an amount not to exceed \$132,150

Wraparound Facilitation Services:

- Nystrom & Associates, Ltd. in an amount not to exceed \$120,000

Forensic Psychological Evaluation Services:

- Associated Clinic of Psychology, Inc. in an amount not to exceed \$400,000

Juvenile Forensic Psychological Evaluation Services:

- Katheryn Cranbrook PsyD, Inc. in an amount not to exceed \$120,000

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the contracts amount and the contracts 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 contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.6 Resolution No: 25-488

Authorization To Execute Joint Powers Agreements For Sentence To Service Program

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Sentence to Service (STS) program is for lower-risk adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, the STS program is used as a way for clients to pay back the community for the crimes they have committed, and it is also used as a response to their non-compliance to court-ordered conditions; and

WHEREAS, joint powers agreements (JPA)s with several public entities are required for the purchase of work crew services through the STS program; and

WHEREAS, staff recommends authorization to execute JPAs for the purchase of STS work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the following public entities:

- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000
- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620

for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the 2026 JPAs with MnDOT, City of Burnsville, and City of Apple Valley are identical to the JPAs approved for 2025; and

WHEREAS, the daily crew rate, the number of crew days purchased, and the not to exceed amounts remain unchanged from the prior year.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented for the purchase of guaranteed Sentence to Service work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the following public entities:

- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000
- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620,

for the period of January 1, 2026 through December 31, 2026, or until completion by the parties of their respective obligations under the joint powers agreements, whichever occurs first, unless earlier terminated by law or according to the provisions of the joint powers agreements, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.7 Resolution No: 25-489
Authorization To Execute Contract Amendments For Community Corrections Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services, and court-ordered programs are provided through specialized vendors; and

WHEREAS, by Resolution No. 23-522 (November 28, 2023), the Dakota County Board of Commissioners authorized the Community Services Director to execute contract with RS EDEN (formerly RSI Laboratories) for a not to exceed amount of \$150,000 to provide Drug Testing and Related Services for the period of January 1, 2024 through December 31, 2025; and

WHEREAS, staff recommends authorization to execute a contract amendment with RS EDEN for Drug Testing and Related Services to add \$50,000 to the current contract amount of \$150,000 for a new total contract not to exceed amount of \$200,000; and

WHEREAS, by Resolution No. 23-522 (November 28, 2023), the Dakota County Board of Commissioners authorized the Community Services Director to execute contract with Midwest Monitoring and Surveillance, Inc. for a not to exceed amount of \$302,472 to provide Electronic Monitoring Services for the period of January 1, 2024 through December 31, 2025; and

WHEREAS, staff recommends authorization to execute a contract amendment with Midwest Monitoring and Surveillance, Inc. for Electronic Monitoring Services to add \$87,528 to the current contract amount of \$302,472 for a new total contract not to exceed amount of \$390,000; and

WHEREAS, staff recommends authorization to execute the contract amendments for the following contracts for the period of January 1, 2024 through December 31, 2025:

- Katheryn Cranbrook PsyD, Inc. for Juvenile Psychological Evaluations to add \$30,000 to the current contract amount of \$90,000 for a new total contract not to exceed amount of \$120,000, and
- Frazier Recovery Services LLC for Substance Abuse Treatment Services to add \$60,000 to the current contract amount of \$60,000 for a new total contract not to exceed amount of \$120,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute

contract amendments for Community Corrections services with the vendors and at the not to exceed amounts listed for the period of January 1, 2024 through December 31, 2025, subject to approval by the County Attorney's Office as to form:

- RS EDEN for Drug Testing and Related Services to add \$50,000 to the current contract amount of \$150,000 for a new total contract not to exceed amount of \$200,000
- Midwest Monitoring and Surveillance, Inc. for Electronic Monitoring Services to add \$87,528 to the current contract amount of \$302,472 for a new total contract not to exceed amount of \$390,000
- Katheryn Cranbrook PsyD, Inc. for Juvenile Psychological Evaluations to add \$30,000 to the current contract amount of \$90,000 for a new total contract not to exceed amount of \$120,000
- Frazier Recovery Services LLC for Substance Abuse Treatment Services to add \$60,000 to the current contract amount of \$60,000 for a new total contract not to exceed amount of \$120,000

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the contracts amount and the contracts 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 contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.8 Resolution No: 25-490

Authorization To Execute Joint Powers Agreement With Intermediate School District 917 For Education Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Intermediate School District (ISD) 917 provides all necessary education services and programming to youth at the Juvenile Services Center (JSC), including but not limited to curriculum planning, implementation, hiring, tuition billing, and coordination of education services; and

WHEREAS, education services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and

Minnesota Statutes, which describe the educational program components for residential facilities; and

WHEREAS, Community Corrections provides ISD 917 with classroom and office space along with supplies and maintenance for conducting the education program at the JSC; and

WHEREAS, there is no cost to Dakota County for these services; and

WHEREAS, ISD 917 bills the Minnesota Department of Education directly on a per-pupil basis for eligible students and receives state aid and tuition reimbursement for each enrolled student, consistent with Minnesota statutes governing education services for students placed in residential settings; and

WHEREAS, this arrangement ensures that educational costs are fully covered through state funding streams, without impact on the County budget; and

WHEREAS, staff recommends authorization to execute a joint powers agreement with ISD 917 to provide education services at the JSC for the period of January 1, 2026 through December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to a execute joint powers agreement with Intermediate School District 917 for education services at the Juvenile Services Center, for the period of January 1, 2026 through December 31, 2027, or until completion by the parties of their respective obligations under the joint powers agreement, whichever occurs first, unless earlier terminated by law or according to the provisions by the joint powers agreement, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.9 Resolution No: 25-491

Authorization To Execute Joint Powers Agreement With Ramsey County For Tuberculosis Services

Motion: Mary Hamann-Roland

Second: William Droste

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

WHEREAS, Dakota County Public Health is mandated under Minn. Stat. ch.

145A to control communicable disease and therefore, ensure tuberculosis services are provided in the form of medical care and case management through the completion of treatment; and

WHEREAS, Dakota County Public Health staff provides tuberculosis case management services to clients in the County with active tuberculosis, latent tuberculosis, and suspect tuberculosis; and

WHEREAS, in addition, specialized clinical services for infectious disease are needed to determine tuberculosis disease treatment requirements to prevent the further spread of tuberculosis; and

WHEREAS, Dakota County is responsible for the costs of tuberculosis clinical services for residents who are uninsured or underinsured; and

WHEREAS, due to the lack of a clinic in Dakota County that provides infectious tuberculosis related services, Dakota County Public Health has joint powers agreements (JPA) with Hennepin County and Ramsey County to assist with this need; and

WHEREAS, by Resolution No. 23-572 (December 16, 2023), the Dakota County Board of Commissioners authorized the Community Services Director to enter into a JPA with Ramsey County for the delivery of tuberculosis services to Dakota County tuberculosis clients, in a total amount of up to \$70,000 for the period of January 1, 2024 through December 31, 2025; and

WHEREAS, Dakota County Public Health has utilized Ramsey County tuberculosis services since 2010; and

WHEREAS, Ramsey County operates a tuberculosis control program and is able to provide those program services to Dakota County under the terms of this JPA; and

WHEREAS, the purpose of this JPA is to set out the respective duties and responsibilities of Dakota and Ramsey Counties for the provision of tuberculosis control services to those residents who have been referred to Ramsey County by Dakota County; and

WHEREAS, the maximum amount to be paid by Dakota County pursuant to this Agreement shall not exceed \$50,000; and

WHEREAS, the maximum amount to be paid in the previous contract (2023-2025) was not to exceed \$70,000; and

WHEREAS, the maximum amount was decreased by \$20,000 based on an average cost of \$36,000 over a period of two years; and

WHEREAS, the remaining \$14,000 buffer allows for an unpredictable influx in

clients or large-scale contact investigation service costs; and

WHEREAS, tuberculosis control service needs are unpredictable and can vary client to client due to diagnostic needs, diagnosis or disease type, treatment, and follow-up requirements; and

WHEREAS, staff recommends a two-year JPA to continue tuberculosis clinical services provided by Ramsey County through the Saint Paul-Ramsey County Tuberculosis Clinic to clients referred by Dakota County Public Health (Attachment: Joint Powers Agreement); and

WHEREAS, the vendor's performance was previously successful as shown by the ability to receive all clients referred from Dakota County Public Health for diagnostic work, treatment, and follow-up thoroughly and as expected.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to enter into a joint powers agreement with Ramsey County for the delivery of tuberculosis services to Dakota County tuberculosis clients, in a total amount of up to \$50,000 for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

8.10 Resolution No: 25-492

Authorization To Execute Joint Powers Agreements With Independent School District 196 And Independent School District 200 For Smoke-Free Mentoring Cohorts

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Dakota County Board of Commissioners acts as the Community Health Board, and has the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, Dakota County Public Health (Public Health) has over a decade of working with local school districts in Dakota County through the Statewide Health Improvement Partnership (SHIP); and

WHEREAS, SHIP supports community-driven solutions to expand opportunities for active living, healthy eating, commercial tobacco-free living, and preventing chronic disease; and

WHEREAS, one effective strategy is collaborating with school districts to develop smoke-free peer mentoring programs; and

WHEREAS, Public Health contracts with the Minnesota Tobacco Free Alliance (TFA) to oversee these peer-mentoring cohorts, train youth in vaping prevention best practices as part of school engagement tactics, and work on school policies that positively impact student health; and

WHEREAS, TFA supports youth in being empowered to take ownership in preventing vaping among their peers and practice leadership skills in the community; and

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

WHEREAS, staff requests entering into a joint powers agreement with Independent School District 196 and Independent School District 200 for Smoke-Free Mentoring Cohorts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to enter into separate joint powers agreements with Independent School Districts 196 and 200 for the purpose of the Smoke-Free Mentoring Cohort for the term upon execution of the joint powers agreement through October 31, 2026, subject to approval by the County Attorney's Office.

Ayes: 6

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

Excused: 1

Laurie Halverson

9. Physical Development

9.1 Resolution No: 25-493

Reaffirmation Of Base Levy And Approval Of 2026 Incremental Levy For Dakota County Community Development Agency

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Dakota County Board of Commissioners (Board) has determined that the availability of accessible, affordable housing and economic development activities are necessary components of a vital, sustainable economy in Dakota County; and

WHEREAS, the Dakota County Community Development Agency (CDA) has the powers of a Housing and Redevelopment Authority and Economic Development Authority within Dakota County; and

WHEREAS, there continues to be a substantial gap between the demand for affordable housing and economic development activities in Dakota County and

financial resources for such activities, and additional capital for the CDA to support these activities is desired to contribute to a vital, sustainable economy in Dakota County; and

WHEREAS, the CDA develops senior and workforce housing financed through the use of housing revenue bonds with the pledge of general obligation backing by Dakota County, as approved by the Board; and

WHEREAS, the Board has previously approved the ongoing base levy by the CDA of special benefit taxes at a rate of .0144 percent of Estimated Market Value to support debt service payments for the CDA bond-funded developments; and

WHEREAS, the CDA is authorized under Minnesota Statutes, Section 469.033, Subd. 6, with the approval of the Board, to levy additional special benefit taxes, up to an amount of .0041 percent of Estimated Market Value (the incremental levy) for a total levy of .0185 percent; and

WHEREAS, the CDA is requesting approval of an incremental levy of .0012 percent for a total levy of .0156 percent of Estimated Market Value; and

WHEREAS, the incremental levy would provide the CDA with an estimated \$903,864 for CDA-supported programs; and

WHEREAS, the approval of the incremental levy applies only to taxes payable in 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reaffirms the Dakota County Community Development Agency's base levy rate of .0144 percent of Estimated Market Value and approves the Community Development Agency's incremental levy of .0012 percent of Estimated Market Value, for a total Community Development Agency levy rate of .0156 percent of Estimated Market Value for taxes payable in 2026 for the purpose of providing affordable housing and supporting economic development activities in Dakota County through the Community Development Agency's Common Bond Development Program and other Community Development Agency-supported programs.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.2 Resolution No: 25-494
Approval Of Substantial Amendments To 2021 Dakota County HOME Consortium Program

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County is a Participating Jurisdiction for the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the counties of Anoka, Dakota, Ramsey, and Washington and the City of Woodbury (referred to together as the “Dakota County HOME Consortium”) created a consortium under Title I of the Cranston-Gonzalez National Affordable Housing Act (Act) for purposes of acting as a participating jurisdiction under the Act and HOME Investment Partnerships Program Final Rule 24 CFR Part 92, which, as amended, sets forth regulations governing the applicability and use of funds under Title II; and

WHEREAS, Dakota County is designated as the Lead Agency for the Dakota County HOME Consortium, responsible for certain administrative and reporting functions of the HOME Program; and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the HOME Program on behalf of Dakota County; and

WHEREAS, the HOME Program gives a Participating Jurisdiction statutory authority to convert its CHDO funds so they can be used for all eligible activities, and the CDA has converted Dakota County’s 2021 CHDO funds; and

WHEREAS, three types of substantial amendments to the HOME Program are permissible by the U.S. Department of Housing and Urban Development (HUD): the creation of a new activity or cancellation of an activity, increase or decrease of an activity budget by \$100,000 or more at one time, and change to the location and/or national objective of an activity; and

WHEREAS, CDA staff recommends substantial amendments to the 2021 Dakota County HOME Consortium Program to decrease the project budget of the 2021 Homeownership activity by \$254,517 and increase the project budget of the 2021 Rental activity by \$254,517; and

WHEREAS, public notice of the substantial amendments was placed in the *Star Tribune* on September 19, 2025, and on the CDA and Dakota County websites, in accordance with the approved Citizen Participation Plan process, and no public comments were received on the proposed amendments.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the substantial amendments to the 2021 Dakota County Consortium HOME Investment Partnerships Program.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.3 Resolution No: 25-495

Authorization To Submit Funding Request To State Park Road Account Program For Paving Pine Bend Trail Between Fahey Avenue And Fischer Avenue

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Minnesota Department of Natural Resources is accepting requests for the State Park Road Account (SPRA) program; and

WHEREAS, the SPRA program funds eligible construction costs related to improving access to public recreation areas, including public lakes and rivers; and

WHEREAS, Dakota County has identified a need to pave primary access roads in Lower Spring Lake Park Reserve; and

WHEREAS, the Phase 1 improvements are estimated at \$647,642; and

WHEREAS, staff recommends the submittal of a request for up to \$350,000 to the SPRA program for improving access to Spring Lake Park Reserve and the Mississippi River; and

WHEREAS, the Phase 1 improvements are included in the Draft 2026-2030 Parks Capital Improvement Program and programmed in project year 2027; and

WHEREAS, project submittals are due November 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the submission to the Minnesota Department of Natural Resources State Park Road Account program; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves requesting the required letters of support from the City of Rosemount and the Minnesota Department of Natural Resources.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.4 Resolution No: 25-496

Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

Second: William Droste

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

WHEREAS, the Plat Commission examines plats prior to County Board

approval; and

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

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

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

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

SPIRIT OF BRANTJEN FARM COMMERCIAL 7TH ADDITION Lakeville

Ayes: 6

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

Excused: 1

Laurie Halverson

9.5 Resolution No: 25-497

Scheduling Of Public Hearing To Receive Comments On Eligible Projects For County Transportation Sales And Use Tax Funds

Motion: Mary Hamann-Roland

Second: William Droste

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 starting October 1, 2017, to fund identified transit, 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 consistent with the needs identified in the Draft 2040 Transportation Plan; 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.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing for December 2, 2025, at 9:00 AM in the Boardroom, Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, for the purpose of receiving comments on an updated

list of eligible projects for County Transportation Sales and Use Tax Funds.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.6 Resolution No: 25-498

Authorization To Execute Railroad Flaggers Contract Fourth Amendment On Railroad Bridge In Castle Rock Township, County Project 86-34

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to promote a safe and efficient transportation system throughout the County, Dakota County is reconstructing the segment of County State Aid Highway (CSAH) 86 from CSAH 23 (Galaxie Avenue) to Trunk Highway 3; and

WHEREAS, this project includes the replacement of the original timber railroad bridge; and

WHEREAS, by Resolution No. 24-271 (June 11, 2024), the County Board approved a contract with National Railroad Safety Services (NRSS) to provide the job of flagging (monitoring trains on the active track) while working in the railroad right of way; and

WHEREAS, work on the bridge began in March 2024 and is ongoing; and

WHEREAS, while any work is done within the railroad right of way, Union Pacific Railroad-approved flaggers are required; and

WHEREAS, staff recommends authorizing execution of an amendment to the contract with NRSS in the amount of \$190,000 for additional flagging needs; and

WHEREAS, the amended contract amount is \$725,000; and

WHEREAS, sufficient funds are available in the 2025 Transportation Capital Improvement Program Adopted Budget for the recommended contract amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a fourth amendment to the contract with National Railroad Safety Services, Inc., in the amount of \$190,000 for additional anticipated flagging costs, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.7 Resolution No: 25-499

Authorization To Execute Cooperative Construction Agreement With Minnesota Department Of Transportation For Two Roundabouts On County State Aid Highway 86, County Projects 86-043 And 86-044

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 86-043 and CP 86-044; and

WHEREAS, Dakota County is the lead agency for CP 86-043 and CP 86-044, with right of way acquisition necessary in 2025 for construction to begin in the spring of 2026; and

WHEREAS, execution of Cooperative Construction Agreement No. 1060218 will define right of way use, contract award, construction, and maintenance responsibilities for CP 86-043 (SP 019-686-021, SP 1911-30) and CP 86-044 (SP 019-686-022, SP 1920-53); and

WHEREAS, the County will perform grading, bituminous surfacing, concrete surfacing, Americans with Disabilities Act (ADA) improvements, erosion control, milling, curb and gutter, bituminous trail, stormwater Best Management Practices, turf establishment, signing and striping, and other associated construction upon, along, and adjacent to the intersection of County State Aid Highway (CSAH) 86 and Trunk Highway (TH) 3 as well as adjacent to the intersection of CSAH 86 at TH 56 according to County-prepared plans, specifications, and special provisions designated by the County as CP 86-044 and as State Aid Projects 019-686-022, and SP 1920-53, and CP 86-043 and as State Aid Projects SP 019-686-021, and SP 1911-30 (Project); and

WHEREAS, the County requests that the State allow the construction of grading, bituminous surfacing, ADA improvements, and signal construction on the State's TH 3 and TH 56 right of way, and the State is willing to allow said construction; and

WHEREAS, staff recommends that Dakota County execute Cooperative Construction Agreement No.1057369 with the Minnesota Department of Transportation (MNDOT) to provide for routine maintenance by the County upon, along, and adjacent to TH 3 and TH 56, the limits of which are defined in said Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Cooperative Construction Agreement No. 1057369 with the MNDOT to define right of way use, contract award, construction, and maintenance responsibilities at TH 3 and TH 56 and County State Aid Highway 86, subject to approval by the

County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.8 Resolution No: 25-500

Authorization To Execute Joint Powers Agreements With City Of Apple Valley For Intersection Safety Improvement Project At County State Aid Highway 31 (Pilot Knob Road) And Upper 147th Street In City Of Apple Valley, County Project 31-118

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to provide a safe and efficient transportation system, Dakota County is partnering with the City of Apple Valley on County Project (CP) 31-118, a preliminary and final design project to develop plans and associated services for converting the intersection of County State Aid Highway (CSAH) 31 (Pilot Knob Road) and Upper 147th Street into a restricted three-quarter access intersection in the city of Apple Valley; and

WHEREAS, the purpose and need for the project is to improve safety and traffic operations at the intersection of CSAH 31 (Pilot Knob Road) and 147th Street in Apple Valley; and

WHEREAS, the 2025 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$3,337,997 for engineering, land acquisition, and construction for CP 31-118; and

WHEREAS, staff recommends authorization to execute joint powers agreements with the City of Apple Valley to define the roles and responsibilities related to design, use of City easements, construction coordination, and cost participation for CP 31-118; and

WHEREAS, engineering, right of way, and construction costs will be 100 percent County's share in accordance with the adopted County policy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute joint powers agreements with the City of Apple Valley for County Project 31-118 subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.9 Resolution No: 25-501

Authorization To Execute Joint Powers Agreements With City Of Apple Valley And City Of Rosemount For County State Aid Highway 42 (150th Street W) Mill And Overlay Project, County Project 42-173

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County is proceeding with County Project (CP) 42-173, the County State Aid Highway (CSAH) 42 (150th Street W) mill and overlay, Americans with Disabilities Act (ADA) improvements, and signal replacement project in the cities of Apple Valley and Rosemount; and

WHEREAS, the purpose and need for the project is to preserve the paved highway surface and improve safety, multi-modal mobility, and traffic operations on CSAH 42; and

WHEREAS, as part of the project, upgrades to ensure compliance with the ADA will be implemented throughout the corridor, and the outdated traffic signal systems at CSAH 33 (Diamond Path) will be replaced; and

WHEREAS, the 2025 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$3,125,000 for engineering, land acquisition, and construction for CP 42-173; and

WHEREAS, staff recommends authorization to execute joint powers agreements with the City of Apple Valley and the City of Rosemount to define construction, maintenance, and operation responsibilities for CP 42-173; and

WHEREAS, engineering, right of way, and construction costs will be 100 percent County's share in accordance with the adopted County policy on preservation activities and signal replacement; and

WHEREAS, the staff recommends executing joint powers agreements with the City of Apple Valley and the City of Rosemount.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute joint powers agreements with the City of Apple Valley and the City of Rosemount subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.10 Resolution No: 25-502

Authorization To Execute Joint Powers Agreements With City Of Apple Valley And City Of Lakeville For County State Aid Highway 23 (Cedar Ave) Mill And Overlay Project, County Project 23-088

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County is proceeding with County Project (CP) 23-088, the County State Aid Highway (CSAH) 23 (Cedar Ave) federal mill and overlay, and Americans with Disabilities Act (ADA) improvements from CSAH 42 (150th Street W) in Apple Valley to approximately 400 feet north of Dodd Boulevard in Lakeville; and

WHEREAS, the purpose and need for the project is to preserve the paved highway surface and improve safety, multi-modal mobility, and traffic operations on CSAH 23 (Cedar Ave); and

WHEREAS, as part of the project, upgrades to ensure compliance with the ADA will be implemented throughout the corridor; and

WHEREAS, the 2025 Transportation Capital Improvement Program Adopted Budget includes \$4,425,000 for engineering, land acquisition, and construction for CP 23-088; and

WHEREAS, staff recommends authorization to execute joint powers agreements with the City of Apple Valley and the City of Lakeville to define construction, maintenance, and operation responsibilities for CP 23-088; and

WHEREAS, engineering, right of way, and construction costs will be 100 percent County's responsibility in accordance with the adopted County policy on preservation activities; and

WHEREAS, the staff recommends executing joint powers agreements with the City of Apple Valley and the City of Lakeville.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute joint powers agreements with the City of Apple Valley and the City of Lakeville, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.11 Resolution No: 25-503

Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization And City Of Lakeville For Construction Of Launch Park Wetland Restoration

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, South Creek is included in the Environmental Protection Agency's

303d Impaired Waters List for Total Suspended Solids (TSS); and

WHEREAS, the 2016 Vermillion River Watershed Management Plan includes goals and actions that would be addressed by implementing a project to reduce sediment loading and attenuate runoff volume to South Creek; and

WHEREAS, Dakota County must annually report on pollutant reductions achieved by the implementation of best management practices (BMPs) in accordance with its Municipal Separate Storm Sewer System General Permit; and

WHEREAS, construction of the Launch Park Wetland Restoration is a best management practice that would reduce TSS loading and attenuate stormwater runoff volume to South Creek; and

WHEREAS, Dakota County (County) executed a Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization (VRWJPO), and the City of Lakeville (City) to complete engineering design and permitting coordination associated with the Launch Park Wetland Restoration; and

WHEREAS, engineering design and permitting coordination are now complete, and the City's engineer is looking to assemble a quote package for distribution to prospective contractors; and

WHEREAS, the VRWJPO, County, and City have agreed to cooperatively participate in funding construction and vegetation maintenance for the Launch Park Wetland Restoration and have funding available in their respective budgets to jointly participate in the costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Director to execute a joint powers agreement with the Vermillion River Watershed Joint Powers Organization and the City of Lakeville for the Launch Park Wetland Restoration construction and vegetation maintenance subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.12 Resolution No: 25-504

Authorization For Contract Amendment Four With Short-Elliot-Hendrickson, Inc. To Provide Additional Construction Administration And Observation For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147

Motion: Mary Hamann-Roland

Second: William Droste

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

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

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

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

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

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

WHEREAS, staff negotiated an amount of \$60,229 with Short-Elliott-Hendrickson, Inc., to complete the work; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute an amendment to the contract with Short-Elliott-Hendrickson, Inc., for additional services necessary for the Veterans Memorial Greenway in an amount not to exceed \$60,423, resulting in a total amended contract not to exceed \$4,315,025, including a \$5,000 contingency, subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

9.13 Resolution No: 25-505

Authorization To Execute Contract With Quality Locksmith, Inc., For Door And Key Repair, Maintenance, And Installation Services

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, staff contracts for qualified locksmith services for a variety of door and key repair, maintenance, and installation services; and

WHEREAS, staff estimates that there will be approximately 400 hours of these services, \$60,000 of materials, and up to 104 trip charges necessary on an annual basis based upon a review of the past eleven years of expenses; and

WHEREAS, pursuant to advertisement, one qualified bid for door and key repair, maintenance, and installation services for Dakota County facilities was received on September 25, 2025; and

WHEREAS, Quality Locksmith, Inc., submitted the lowest responsive and responsible bid at the following rates: labor charges of \$128.00 per hour (days), \$196.00 per hour (evenings), and \$196.00 per hour (weekends and holidays), a \$128.00 truck/trip charge, and a 30 percent markup on parts and materials; and

WHEREAS, these rates are approximately nine percent higher than the previous contract; and

WHEREAS, the previous rates had not changed since 2023; and

WHEREAS, Quality Locksmith, Inc., has performed satisfactory services for the County since 2012; and

WHEREAS, sufficient funds for door and key repair, maintenance, and installation services are included in the 2026 County Manager's Recommended Budget.

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Quality Locksmith, Inc., for door and key repair, maintenance, and installation services at various Dakota County buildings, for the period of January 1, 2026, through December 31, 2026, at an hourly labor rate of \$128.00 per hour (days), \$196.00 per hour (evenings), and \$196.00 per hour (weekends and holidays), a \$128.00 truck/trip charge, and a 30 percent markup on parts and materials, subject to available funding and 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 Facilities Management Director to execute up to two contract amendments with Quality Locksmith, Inc., for door and key repair, maintenance, and installation services at various Dakota County buildings for 2027 and 2028 at an hourly labor rate of 128.00 per hour (days), \$196.00 per hour (evenings), and \$196.00 per hour (weekends and holidays), a \$128.00 truck/trip charge, and a 30 percent markup on parts and materials, subject to satisfactory work performance and available funding and approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

10. Public Services and Revenue

10.1 Resolution No: 25-506

Authorization To Award Bid And Execute Contract For Electronic Voting System

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, by Resolution No. 25-142 (March 25, 2025), the Dakota County Board of Commissioners directed the Elections Department to move forward with executing cost-share agreements with election partners and initiate procurement of new voting equipment; and

WHEREAS, all 45 cities, townships, and school districts in Dakota County have signed and executed a cost share agreement to contribute their respective portions of the new voting equipment costs; and

WHEREAS, the Elections Department released a Request For Proposal on May 9, 2025, and five vendors submitted proposals in response in June; and

WHEREAS, the Elections Department provided the General Government and Policy Committee with an update on September 9, 2025; and

WHEREAS, the Department elected to see demonstrations from all four vendors, currently certified in the State of Minnesota; and

WHEREAS, those demonstrations gave municipal clerks, election judges, and community members the opportunity to see how different systems work, ask questions, and provide feedback; and

WHEREAS, dozens of municipal clerks, their deputies and election judges were in attendance, as well as members of the disability community and voters with visual and hearing impairments; and

WHEREAS, the input gathered helped to guide staff recommendation on which equipment best meets the needs of our voters and community; and

WHEREAS, this purchase includes all required equipment, including hardware, software, training, and support; and

WHEREAS, the equipment will be first utilized at the August 11, 2026, State Primary Election; and

WHEREAS, updating this equipment ensures that our elections continue to be

secure, accurate, and efficient, while also meeting standards required by law.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the bid and authorizes the Public Services and Revenue Division Director, or their designee, to execute a contract with an initial term of five years, for voting equipment for an amount not to exceed \$3,839,965 from Election Systems & Software (ES&S), subject to approval by the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

10.2 Resolution No: 25-507

Authorization To Renew Contract For Printing And Mailing Of Election Ballots With SeaChange

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the County is required to purchase and appropriate ballots for use during upcoming elections; and

WHEREAS, by Resolution No. 24-280 (May 21, 2024), the Dakota County Board authorized a contract with SeaChange for ballot printing and mailing services in 2024 and 2025, and the contract is up for renewal on December 31, 2025; and

WHEREAS, SeaChange printed and mailed ballots successfully during the first term of this agreement, which included the 2024 State Primary and General Elections, using an automated ballot assembly process that has reduced errors and improved efficiency; and

WHEREAS, all mailed absentee ballots now originate from Dakota County as a result of the 2024 joint powers agreement with the cities, towns, and school districts in the County for absentee ballot services; and

WHEREAS, the joint powers agreement for absentee balloting services includes a cost-share framework and revenue will be collected from these partners for their share of absentee balloting costs, which include printing and mailing ballots; and

WHEREAS, SeaChange's comprehensive cost of a mailed ballot packet was the lowest among all bidders during the initial procurement process for mailing and printing ballots, and the contract does not escalate pricing upon contract renewal; and

WHEREAS, SeaChange produces over 75 percent of the absentee and election day supplies used in the State of Minnesota and print ballots for 54 counties in

the State; and

WHEREAS, staff recommends renewing the current contract for with SeaChange for furnishing, printing, and mailing of optical scan ballots, and add an additional \$450,000 to the contract maximum for ballots through 2026; and

WHEREAS, funding for this contract is included in the Elections Department budget for election support, printing, and postage.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Public Services and Revenue Division Director, or their designee, to renew the contract for a one-year term with SeaChange for ballot printing and mailing and add \$450,000 to the contract maximum for ballots through December 1, 2026.

Ayes: 6

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

Excused: 1

Laurie Halverson

10.3 Resolution No: 25-508

Authorization To Submit Grant Application To Minnesota Secretary Of State's Office For Accessibility Grant

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, 2023 Minnesota Laws, Chapter 62, Article 1, section 6, appropriated \$500,000 for the secretary of state to make grants to counties to improve access to polling places for individuals with disabilities; and

WHEREAS, the Office of the Minnesota Secretary of State has now identified that up to \$20,000 per jurisdiction may be awarded; and

WHEREAS, the Minnesota Secretary of State's Office has made funding available for materials that support accessibility improvements to polling places for individuals with disabilities; and

WHEREAS, the State's top priority is, among other things, signs that improve the access to buildings where polling places will be located, and signs, tools, or enhancements to facilitate assistance with registration and voting outside the polling place; and

WHEREAS, Dakota County Elections is eligible to apply for accessibility funds through the Minnesota Secretary of State's Office; and

WHEREAS, this is a one-time appropriation with no matching requirements and no other associated costs; and

WHEREAS, if awarded the grant, Dakota County Elections would purchase equipment including curbside voting and accessible voting signage, accessible voting booths and tables, and assistive voting equipment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Elections Director to submit a grant application to the Minnesota Secretary of State's Office for an accessibility grant in an amount up to \$20,000.

Ayes: 6

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

Excused: 1

Laurie Halverson

10.4 Resolution No: 25-509

Authorization To Amend Contract With ArcaSearch LLC For Vital Records Digitalization Scanning Project

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, over 80,000 historical marriage records and over 40,000 historical birth and death records were approved to be redigitized during the 2024 budget process; and

WHEREAS, the initial quote of \$92,970 was based on page estimates out of the original books; and

WHEREAS, the final invoice came in at \$107,255.30 based on actual page counts; and

WHEREAS, based on policy 2751, since the total cost now exceeds \$100,000, we are seeking approval to amend the contract.

NOW, THEREFORE BE IT RESOLVED, that the Dakota County Board of Commissioners hereby authorizes the Service and License Center Director to execute a contract amendment with ArcaSearch LLC to complete final payment in an amount not to exceed \$14,285.30, subject to the approval of the County Attorney's Office as to form.

Ayes: 6

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

Excused: 1

Laurie Halverson

REGULAR AGENDA

11. Central Operations

11.1 Resolution No: 25-510

Authorization To Renew Cyber Security Insurance With American International Group, Inc (AIG) Specialty Insurance Company

Motion: William Droste

Second: Liz Workman

Director of Risk and Emergency Management Jenny Groskopf briefed this item and responded to questions.

WHEREAS, Dakota County purchases insurance to cover financial risks that can result in significant costs and are unpredictable in nature; and

WHEREAS, there has been a substantial increase in cyber security attacks on public sector entities over the last several years; and

WHEREAS, an evaluation of the cyber security marketplace for competitive pricing was completed; and

WHEREAS, based on the evaluation of the marketplace, staff is recommending the purchase of cyber security liability insurance with a limit of liability of three million dollars with AIG Specialty Insurance Company.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to purchase the following insurance to be paid at current rates from the Office of Risk Management insurance budget:

American International Group, Inc (AIG) Specialty Insurance Company
Cyber Security Insurance
October 31, 2025, through October 31, 2026
Premium not to exceed \$95,284

Ayes: 7

12. Physical Development**12.1** Resolution No: 25-511

Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization For Enhanced Street Sweeping Study

Motion: Mary Hamann-Roland

Second: Laurie Halverson

Water Resources Project Supervisor Cole Johnson and Vermillion River Watershed Joint Powers Organization Senior Watershed Specialist Kelly Perrine briefed this item and responded to questions.

WHEREAS, under the municipal Separate Storm Sewer Program (MS4) General Permit, Dakota County currently is assigned eight Waste Load Allocations (WLAs) for various pollutants, four of which are located in, or associated with, the Vermillion River Watershed; and

WHEREAS, under the MS4 General Permit, permittees are required to implement pollution-prevention measures to address pollutant loading sourced from stormwater discharges. One such mechanism to reduce pollutant loading from municipal operations is street sweeping; and

WHEREAS, studies are pointing to enhanced street sweeping programs as highly cost-effective, non-structural best management practices capable of removing large sources of Total Phosphorus (TP) and Total Suspended Solids (TSS); and

WHEREAS, watershed districts across the state of Minnesota have invested in enhanced street sweeping studies to prioritize geographic areas for targeted enhanced street sweeping; and

WHEREAS, regulated MS4s within the VRWJPO have expressed interest in completing a VRWJPO enhanced street sweeping study (Study) to improve water quality; and

WHEREAS, the VRWJPO and County have agreed to cooperatively fund the Study and have funding planned to do so in their respective budgets.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the Vermillion River Watershed Joint Powers Organization for an enhanced street sweeping study.

Ayes: 7

13. Closed Executive Session

13.1 Resolution No: 25-512

Closed Executive Session: Discussion Of Legal Strategy In Caleb Duffy v. Dakota County et al.

Motion: Laurie Halverson

Second: William Droste

The time being 9:27 a.m. and pursuant to public notice, the County Board recessed the County Board meeting and met in Conference Room 3A, Administration Center, to discuss the legal strategy of Caleb Duffy v. Dakota County.

The following were present:

Commissioner Mike Slavik, District 1

Commissioner Joe Atkins, District 2 (remote via Interactive Technology)

Commissioner Laurie Halverson, District 3

Commissioner William Droste, District 4

Commissioner Liz Workman, District 5

Commissioner Mary Liz Holberg, District 6

Commissioner Mary Hamann-Roland, District 7

Heidi Welsch, County Manager
David McKnight, Deputy County Manager
Kathy Keena, County Attorney
Will Topka, Attorney
Tom Donely, First Assistant County Attorney
Lucie O'Neill, Attorney - Civil Head
Jenny Groskopf, Risk and Emergency Management Director
Sarah Fenske, Risk Management Coordinator
Sheriff Joe Leko
Dan Bianconi, Chief Deputy Sheriff
Jim Gabriel, Sheriff's Office Commander
Jeni Reynolds, Clerk to the Board

The Closed Executive Session continued until 9:40 a.m., at which time the Board went into a second closed session that was scheduled on the agenda.

WHEREAS, Caleb Duffy (Caleb), by and through his legal guardian Brian Duffy, Caleb claims Dakota County employees, among others, were deliberately indifferent to his serious medical needs and were negligent when he was an inmate in the Dakota County jail; and

WHEREAS, Caleb commenced a lawsuit against Dakota County and Dakota County correctional deputies and officers; and

WHEREAS, the Dakota County Board of Commissioners (Board) seeks legal advice from the County Attorney with respect to litigation strategy, the public disclosure of which would be detrimental to the County's defense of this matter; and

WHEREAS, pursuant to Minn. Stat. § 13D.05, subd. 3(b), the Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Board meeting on October 21, 2025, and recesses to conference room 3A, Administration Center, Hastings, to discuss with the County Attorney the legal strategy in Brian Duffy, legal guardian for Caleb Duffy v. Dakota County et al.

Ayes: 7

- 13.2** Resolution No: 25-513
Closed Executive Session: Discussion Of Legal Strategy In Josephine Adu-Gyane et al. v. Dakota County et al.

Motion: William Droste

Second: Liz Workman

The time being 9:41 a.m. and pursuant to public notice, the County Board recessed the County Board meeting and met in Conference Room 3A, Administration Center, to discuss the legal strategy of Josephine Adu-Gyane et al. v. Dakota County et al.

The following were present:

Commissioner Mike Slavik, District 1
Commissioner Joe Atkins, District 2 (remote via Interactive Technology)
Commissioner Laurie Halverson, District 3
Commissioner William Droste, District 4
Commissioner Liz Workman, District 5
Commissioner Mary Liz Holberg, District 6
Commissioner Mary Hamann-Roland, District 7
Heidi Welsch, County Manager
David McKnight, Deputy County Manager
Kathy Keena, County Attorney
Tom Donely, First Assistant County Attorney
Jenny Groskopf, Risk and Emergency Management Director
Sarah Fenske, Risk Management Coordinator
Sheriff Joe Leko
Dan Bianconi, Chief Deputy Sheriff
Jim Gabriel, Sheriff's Office Commander
Jeni Reynolds, Clerk to the Board

The Closed Executive Session continued until 9:57 a.m., at which time the Board reconvened the County Board meeting with all members present.

WHEREAS, Josephine Adu-Gyane and Rosalind Marie Lewis, as Co-Trustees for the Next-of-Kin of Kingsley Fifi Bimpong, (Plaintiff) was an inmate in the Dakota County jail when Plaintiff claims Dakota County employees, among others, were deliberately indifferent to his serious medical needs, causing Mr. Bimpong's death; and

WHEREAS, Plaintiff commenced a lawsuit against Dakota County and Dakota County correctional deputies and officers; and

WHEREAS, the Dakota County Board of Commissioners (Board) seeks legal advice from the County Attorney with respect to litigation strategy, the public disclosure of which would be detrimental to the County's defense of this matter; and

WHEREAS, pursuant to Minn. Stat. § 13D.05, subd. 3(b), the Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Board meeting on October 21, 2025, and recesses to conference room 3A, Administration Center, Hastings, to discuss with the County Attorney the legal strategy in in Josephine Adu-Gyane et al. v. Dakota County et al.

Ayes: 7

13.3 Resolution No: 25-514

Settlement Approval In Brian Duffy v. Dakota County et al.

Motion: Joe Atkins

Second: William Droste

Following closed session, this item was presented for approval in open meeting.

WHEREAS, Brian Duffy, legal guardian for Caleb Duffy, (Plaintiff) commenced a lawsuit against Dakota County (County) and its correctional deputies and officers, among others; and

WHEREAS, on October 16, 2025, the County Attorney's Office provided a confidential memorandum to the Board explaining the legal strategy in this matter; and

WHEREAS, the Board discussed the matter with the County Attorney's Office in a closed executive session on October 21, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement and release of claims in Brian Duffy, legal guardian for Caleb Duffy v. County of Dakota et al., Case No. 24-cv-2777-PJS-EMB, United States District Court for the District of Minnesota, for a total amount of \$2,400,000, with the County contributing \$1,500,000, and authorizes the County Attorney's Office to arrange for final payment and to effectuate final settlement and hereby delegates legal authority to the County Manager to execute any required settlement agreements.

Ayes: 7

13.4 Resolution No: 25-515

Authorize Legal Services Contract With Iverson Reuvers, LLC, For Representation Of Dakota County And Its Employees In Josephine Adu-Gyane et al. v. Dakota County et al.

Motion: William Droste

Second: Liz Workman

Following closed session, this item was presented for approval in open meeting.

WHEREAS, Josephine Adu-Gyane and Rosalind Marie Lewis, as Co-Trustees for the Next-of-Kin of Kingsley Fifi Bimpong, was an inmate in the Dakota County jail when Plaintiff claims Dakota County employees, among others, were deliberately indifferent to his serious medical needs, causing Mr. Bimpong's death; and

WHEREAS, Plaintiff commenced a lawsuit against Dakota County and Dakota County correctional deputies and officers; and

WHEREAS, Minn. Stat. § 388.09, Subd. 1, permits the County Board to employ an attorney to assist the County Attorney and to appear for the County or any County officer in an action in which the County or officer in an official capacity is

a party; and

WHEREAS, in consultation with the County Attorney, the County Board has chosen to retain legal services to assist in the matter of Josephine Adu-Gyane et al. v. Dakota County et al; and

WHEREAS, Iverson Reuvers, LLC has knowledge and experience related to the claims asserted in the matter of Josephine Adu-Gyane et al. v. Dakota County et al; and

WHEREAS, Iverson Reuvers, LLC has agreed to enter into a legal service agreement based on the rates charged to members of the Minnesota Counties Intergovernmental Trust.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a legal services contract with Iverson Reuvers, LLC, based upon the rates charged to the members of the Minnesota Counties Intergovernmental Trust, to represent the County or any County officer or employee in their official capacity in the matter of Josephine Adu-Gyane et al. v. Dakota County et al.

Ayes: 6

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

Abstain: 1

Mary Liz Holberg

14. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

15. County Manager's Report

County Manager Heidi Welsch gave a brief update on the Federal Government shutdown and how that is impacting the County. Federal lobbyists in Washington D.C. are keeping on top of the facts.

16. Information

16.1 Information

See Attachment for future Board meetings and other activities.

17. Adjournment

17.1 Resolution No: 25-516

Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 10:20 a.m.

Ayes: 7

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-4981

Agenda #: 7.1

Meeting Date: 11/4/2025

DEPARTMENT: Office Of Risk Management

FILE TYPE: Consent Action

TITLE

Approval Of 2025 Dakota County Emergency Operations Plan And Authorization To Execute Plan Approval Page

PURPOSE/ACTION REQUESTED

Approve the 2025 Dakota County Emergency Operations Plan and authorize the County Board Chair, County Manager, and County Emergency Manager to sign the Plan Approval page.

SUMMARY

The Dakota County Emergency Operations Plan (EOP) provides a comprehensive framework that outlines a coordinated response to emergencies and disasters within the County. The EOP promotes a unified and effective approach to managing incidents that threaten public safety, property, and critical infrastructure.

The EOP outlines an all-hazards approach providing the structure for emergency management operations, and describes the responsibilities, capabilities, and requirements across county departments, cities and townships, response agencies, and partner organizations. It integrates local capabilities with state and federal resources, in alignment with the National Incident Management System (NIMS) and the Incident Command System (ICS), to support a scalable, flexible, and adaptable response. Plan development incorporates guidance and best practice from FEMA and Minnesota Homeland Security and Emergency Management's (HSEM).

The EOP is organized into two main sections:

- 1. Basic Plan** - Provides an overview of the county's approach to emergency management, including legal authorities, concept of operations, roles and responsibilities, and coordination protocols.
- 2. Emergency Support Function (ESF) Annexes** - Details the organization and assignment of specific functions such as transportation, communications, public health, and sheltering, outlining how each will be managed during a response.

County Board approval of the EOP is required by HSEM once every four years to meet requirements within the Emergency Management Preparedness Grant (EMPG) Program. The County Board must also authorize the County Board Chair, County Manager, and County Emergency Manager to sign the Plan Approval page.

RECOMMENDATION

Staff recommends that the County Board approve the 2025 Emergency Operations Plan, as well as

authorize the County Board Chair, County Manager, and County Emergency Manager to sign the Plan Approval page.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Dakota County Emergency Operations Plan (EOP) provides a comprehensive framework that outlines a coordinated response to emergencies and disasters within the County; and

WHEREAS, the EOP outlines an all-hazards approach providing the structure for emergency management operations, and describes the responsibilities, capabilities, and requirements across county departments, the cities and townships, response agencies, and partner organizations; and

WHEREAS, County Board approval of the EOP is required by HSEM once every four years to meet requirements within the Emergency Management Preparedness Grant (EMPG) program; and

WHEREAS, the County Board must also authorize the County Board Chair, County Manager, and County Emergency Manager to sign the Plan Approval page; and

WHEREAS, staff has completed an update of the 2025 Dakota County Emergency Operations Plan (EOP) in accordance with the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM), and the Federal Emergency Management Agency guidelines.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the 2025 Dakota County Emergency Operations Plan; and

BE IT FURTHER RESOLVED, That the County Board Chair, the Sheriff, and the County Manager are hereby authorized to sign the plan approval page.

PREVIOUS BOARD ACTION

18-598; 11/27/18

ATTACHMENTS

Attachment: Dakota County EOP Summary

Attachment: Certification of Plan Approval

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

Dakota County EOP Summary

The Dakota County Emergency Operations Plan (EOP) is developed and updated in accordance with existing federal, state and local statutes and understandings of various departments and agencies involved. The plan has been reviewed by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management.

Plan introduction

The plan introduction provides a context for the Dakota County EOP, including the reason, purpose, and assumptions for preparing this plan.

Concept of Operations

Concept of Operations describes the process by which this operations plan will be executed, and how the application of the Incident Command System (ICS) guides coordination. Emergency Responsibilities are assigned to various county departments and are listed under the Emergency Support Functions (ESF) they are responsible for.

Coordination, Direction and Control

Coordination, Direction and Control describes how the direction and control of government operations is achieved from an equipped and organized facility designed to conduct emergency operations. The primary Emergency Operations Center (EOC) is in the Dakota County Judicial Center in Hastings.

The Dakota County Board of Commissioners will be responsible for making policy decisions on behalf of the County during an emergency or disaster.

The County Manager is responsible for the overall direction and control of County resources in response to a large-scale incident or disaster.

The Dakota County Emergency Management Director is responsible to implement the County Emergency Operations Plan (EOP) and will serve in an advisory role in policymaking regarding response, resources, and operating guidelines.

Emergency Support Functions (ESF)

The Dakota County Emergency Management Director, through the plan, designates the primary agencies for each Emergency Support Function (ESF) to coordinate the activities of that function. These functions are summarized in the table below:

ESF	ESF #	Description	Responsible Entity (P)primary (S)upport (C)oordination
Transportation	ESF 1	Responsible for County transportation support to governments and county agencies, restoration and recovery of transportation infrastructure, movement restrictions, damage and impact assessment to the transportation system, performance of and assisting with evacuation and re-entry planning, processing of all transportation assistance requests and tasks received in the EOC, prioritizing transportation resources for the transportation of people, materials, and services, and performing all necessary actions to assist with recovery operations.	P - Transportation Dept. S - Transportation providers (MVTA, etc.) C - Dakota County Transportation

Communications a) Public Safety Communications b) Telecommunications	ESF 2	Responsible for coordinating actions to be taken to assure the provision of required communications (2-way radios) and Telecommunications (computer and telephone systems) support to disaster personnel. Activation of warning systems and restoration of essential communication systems are coordinated by ESF 2.	P – Dakota 911 (Public Safety Communications) P - Dakota IT S - Amateur Radio groups C – IT
Public Works and Engineering	ESF 3	Responsible for providing technical advice and evaluations, engineering systems, construction management and inspection, emergency contacting, emergency repair of wastewater and solid waste facilities, removal and handling of debris, and the opening and maintaining of roadways.	P - Transportation Dept. S - Municipal Public Works Departments C - Dakota County Transportation
Firefighting	ESF 4	Responsible for firefighting activities and support services including training, suppression, investigations, and code compliance. Areas of responsibility and activities include suburban, urban, rural, and wild land settings and the interface between each environment.	P – Municipal fire departments, under coordination of DCFC Association S - Dakota County Sheriff's Office, Dakota 911 C - Emergency Management
Emergency Management	ESF 5	Responsible for coordination of incident management efforts, incident action planning, collecting, processing, and disseminating information to facilitate emergency response and recovery efforts. Preparation of special operations plans and damage and needs assessments are handled by ESF # 5.	P - DC EM Director S - Dakota County Sheriff's Office C - DC EM Director
Mass Care, Housing and Human Services	ESF 6	Responsible for coordinating efforts for Mass Care, Disaster Housing and Human Services. Includes efforts to provide shelter, food, and emergency aid and for coordinating bulk distribution of emergency relief supplies to disaster victims. Also, coordination of emergency economic assistance and temporary housing.	P - Dakota County Social Services S - Employment and Economic Assistance S - DC Public Health C - Dakota County Social Services
Resource Support	ESF7	Responsible for providing logistical and resource support to entities involved in delivering emergency response efforts for natural and technological disasters. Includes facility space, office equipment and supplies, contracting and purchasing, etc.	P - Facilities Management P - Purchasing P - Finance C - Division Director for Central Operations Division
Public Health and Medical	ESF 8	Responsible for coordinating health and medical resources needed to respond to public health and medical care needs prior to, during and following a disaster. Includes public health, hospitals, Emergency Medical Services and mental health services.	P - DC Public Health, including EMS S - Hospitals and Clinics S - Dakota County Social Services C - Dakota County Public Health
Search and Rescue	ESF 9	Responsibilities include searching for and locating disaster victims in urban, suburban, and rural environments.	P - Dakota County Sheriff's Office S - Municipal Fire Departments and SOT S - Civil Air Patrol, Sheriff's Posse C - Dakota County Sheriff's Office
Hazardous Materials	ESF 10	Responsibilities include coordination in response to an actual or potential discharge and/or release of hazardous materials	P - Municipal Fire Departments, Dakota County Environmental Resources

		resulting from natural or technological disasters. Includes chemical, biological, radiological response. Coordinates environmental safety and short and long-term clean-up.	S - Dakota Special Operations Team (SOT) and MN Duty Officer, C - Emergency Management
Agriculture and Natural Resources	ESF 11	Responsibilities include identifying, securing and arranging for coordinating the transport of food and water assistance to affected areas	P - Emergency Management S - Emergency Management C - Emergency Management
Energy and Utilities	ESF 12	Responsible for coordinating the provision of emergency power to support emergency response and recovery efforts and normalized community functions. Provides electric power, distribution systems, fuel, and emergency generators, Energy and utility infrastructure assessment, coordination of repairs and recovery. Coordinates with Energy and Utility providers for assessment and restoration/recovery.	Adding in 2026
Public Safety and Security	ESF 13	Responsibilities include establishing procedures for the command, control, and coordination of law enforcement agencies to support disaster response operations. Coordinates with the National Guard in support of security missions and other law enforcement agency activities. Responsibilities include outlining specific tasks, resources, locations, and responsibilities to support the military presence in county during disaster operations.	P - Dakota County Sheriff's Office S - DC Police Chiefs Association, MN State Patrol, Local Law Enforcement agencies, Emergency Management, MN National Guard C - Dakota County Sheriff's Office
Long-Term Community Recovery and Mitigation	ESF 14	Responsibilities include social and economic community impact assessment, long-term recovery assistance coordination from state and federal governments as well as the private sector.	P - Dir. Assessing Services S - Dep. Dir. Assessing Services C - Dir. Assessing Services
Public Information	ESF 15	Responsible for coordinating emergency public information, media and community relations.	P - Dakota County Communications Department S - Information officers both county and local C - Dakota County Communications Department C - Warning - Dakota 911

CERTIFICATION OF PLAN APPROVAL

This page documents approval of the Dakota County Emergency Operations Plan.

Plan prepared by: Tom Olmsted, Emergency Management Coordinator
Shayleigh, O'Hanlon, Emergency Management Specialist

Plan submitted by:

**Kelly Miller, Emergency Management Manager
Dakota County Emergency Management Director**

Date: _____

Plan approved by:

Heidi Welsch, Dakota County Manager

Date: _____

Mike Slavik, Dakota County Board Chair

Date: _____

ADOPTED BY RESOLUTION:

Date of Adoption:



Board of Commissioners

Request for Board Action

Item Number: DC-5049

Agenda #: 8.1

Meeting Date: 11/4/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Authorization To Amend 2025 County Board/Committee Of The Whole Meeting Schedule

PURPOSE/ACTION REQUESTED

Amend the 2025 County Board/Committee of the Whole meeting schedule to notice a change in meeting times for the November 18, 2025 Regional Railroad Authority meeting, the General Government and Policy Committee of the Whole meeting and a Budget Workshop.

SUMMARY

Since adopting the 2025 meeting schedule, staff have reviewed the current meeting schedule and are recommending meeting schedule changes.

RECOMMENDATION

Staff recommends revising the current meeting scheduling for November 18, 2025:

- November 18, 2025, Regional Railroad Authority, 9:30 a.m. (or following County Board), Boardroom, Administration Center, 1590 Highway 55, Hastings, MN.
- November 18, 2025, General Government and Policy Committee of the Whole, 10:00 a.m. (or following the Regional Railroad Authority meeting), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.
- November 18, 2025, Budget Workshop, 10:30 a.m. (or following the General Government and Policy Committee of the Whole), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.

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 schedules a Regional Railroad Authority meeting on November 18, 2025, 9:30 a.m. (or following County Board), Boardroom, Administration Center, 1590 Highway 55, Hastings, MN; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules a General Government and Policy Committee of the Whole meeting on November 18, 2025, 10:00 a.m. (or following the Regional Railroad Authority meeting), Conference Room 3A, Administration Center,

1590 Highway 55, Hastings, MN; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules a Budget Workshop on November 18, 2025, 10:30 a.m. (or following the General Government and Policy Committee of the Whole), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.

PREVIOUS BOARD ACTION

24-476; 9/24/24

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5041

Agenda #: 8.2

Meeting Date: 11/4/2025

DEPARTMENT: Communications and Public Affairs

FILE TYPE: Consent Action

TITLE

Adoption Of 2026 Legislative Priorities And Updated Platform

PURPOSE/ACTION REQUESTED

Adopt the 2026 legislative priorities and updated legislative platform.

SUMMARY

Dakota County's 2026 legislative priorities have been identified through staff input and General Government and Policy Committee discussion, along with updates to the county's legislative platform.

Staff is recommending the following policy priorities be adopted for 2026:

1. Human services modernization
 - Solve immediate issues created by new federal requirements, reduce errors and fight fraud.
 - Get on track to replace outdated, disparate systems with a modern system with centralized core functions.
2. Human services cost shifts
 - The State of Minnesota should absorb SNAP federal cost shifts.
3. Housing support operations management allocation
 - Allow provider agencies, including counties, to set aside a portion of Housing Support funds to pay for their administrative work.
4. Crisis mental health services
 - The legislature should create a long-term funding plan to ensure sustainability of the mental health system in Minnesota.
 - While a long-term funding is being developed, the legislature should provide a direct appropriation to Dakota County to support and expand its existing, critical services.

Also, staff is recommending the following capital projects be adopted as priorities for 2026:

1. County Road 50 and Interstate 35 interchange
 - County Road 50 safety and pedestrian improvements
 - Transportation improvements for construction detour
2. Lebanon Hills & Lake Byllesby campground buildings and beach house replacement
3. County Road 46 expansion from Trunk Highway 3 to Trunk Highway 52

In addition, staff has revised the platform document following committee review and discussion. Revisions proposed during GGP meetings in August, September and October 2025 are shown in an

attachment. A version of the legislative platform with all recommended changes incorporated is attached and recommended for adoption.

RECOMMENDATION

Staff recommends that the Board adopt the proposed 2026 State Legislative Priorities and the Legislative Platform.

EXPLANATION OF FISCAL/FTE IMPACTS

There are no direct fiscal impacts as a result of adopting the legislative platform and priorities. If certain positions are adopted by the state or federal legislatures, the budget for county activities may be affected. In such cases, budget amendments will be recommended for the Board's approval.

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

RESOLUTION

WHEREAS, the Minnesota Legislature will convene its 2026 session on February 17, 2026; and

WHEREAS, the interests of Dakota County and its citizens will be directly affected by the decisions of the 2026; and

WHEREAS, the General Government and Policy Committee of the Whole reviewed items for inclusion in Dakota County's 2026 Legislative Priorities.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following legislative priorities:

Policy Priorities:

- Human services modernization
 - Solve immediate issues created by new federal requirements, reduce errors and fight fraud.
 - Get on track to replace outdated, disparate systems with a modern system with centralized core functions.
- Human services cost shifts
 - The State of Minnesota should absorb SNAP federal cost shifts.
- Housing support operations management allocation
 - Allow provider agencies, including counties, to set aside a portion of Housing Support funds to pay for their administrative work.
- Crisis mental health services.
 - The legislature should create a long-term funding plan to ensure sustainability of the mental health system in Minnesota.
 - While a long-term funding is being developed, the legislature should provide a direct appropriation to Dakota County to support and expand its existing, critical services.

Capital Priorities:

- County Road 50 and Interstate 35 interchange

- County Road 50 safety and pedestrian improvements
 - Transportation improvements for construction detour
 - Lebanon Hills and Lake Byllesby campground buildings and beach house replacement
 - County Road 46 expansion from Trunk Highway 3 to Trunk Highway 52
- ; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby adopts the updated Legislative Platform.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Legislative Platform-marked up

Attachment: Legislative Platform-DRAFT

Attachment: 2026 Legislative Priorities-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: Mary Beth Schubert

Author: Scott Wente

Legislative Platform

FAIR BUDGETING

1. Any state or federal funding reductions to counties should also reduce mandates to avoid shifting costs to property taxes. Funding reductions should be shared equitably across the state systems and regions.
2. Counties are key partners in implementing state programs and services. Any changes to county programs or funding should involve counties in the decision-making process to ensure effective outcomes.

CAPITAL INVESTMENT

Dakota County supports:

1. State and federal funding for priority Dakota County projects:
 - a. County Road 50 safety and pedestrian improvements at Interstate 35
 - b. ~~Recycling Zone Plus~~ construction
 - c. ~~Thompson County Park~~ lodge renovation, including accessibility improvements and development of a visitor center.
 - d. Lebanon Hills and Lake Byllesby campground buildings and beach house replacement
 - e. County Road 46 expansion from TH 3 to TH 52
 - d.f.
2. State funding for projects within Dakota County:
 - a. TH 13/Nicollet intersection
 - b. TH 50 safety improvements east of TH 52
 - c. TH 77 northbound lane addition
 - d. I-494/Delaware Avenue/Argenta Trail improvements
 - e. TH 52/55 and County Road 42 improvements
 - c.f. Transportation improvements related to Expo 2031
3. A study related to an amateur sports complex in the southern Twin Cities Metropolitan Area.
4. The Metropolitan Regional Parks and Trails System capital funding request (with partial match from the Metropolitan Council).
5. Municipal Water infrastructure improvement projects to address the following cities' drinking water contamination issues: within the cities of
 - a. Apple Valley, PFAS
 - b. Burnsville, water treatment plan rehabilitation and infrastructure investments
 - c. Coates, nitrate and pesticides
 - d. Hastings, nitrate and PFAS

ENVIRONMENTAL PROTECTION

Dakota County supports:

1. A comprehensive plan by the legislature, the Minnesota Department of Natural Resources and the Minnesota Board of Animal Health to slow the spread of chronic wasting disease.

Waste

1. Adequate state resources for the long-term care of existing landfills, including the return of diverted Closed Landfill Investment Fund (CLIF) revenue.
- ~~2. Development of local priorities and the provision of cost-effective, efficient and environmentally sound statewide waste management practices.~~
- ~~3-2.~~ Full state funding to counties for waste diversion mandates by the state. This includes increased funding from the Select Committee on Recycling and the Environment (SCORE).
- ~~4-3.~~ State actions with funding to properly close the Freeway Landfill to protect public health and the environment and benefit the local community.
- ~~5-4.~~ Maintaining Minnesota's existing waste management hierarchy that prioritizes waste management in the preferred order: waste and toxicity reduction, reuse, recycling and organics recovery/diversion, resource recovery and land disposal.
- ~~6-5.~~ State-led coordinated market development efforts to recover materials from waste that prioritizes high-value uses of recovered materials, including for hard-to-recycle materials.
- ~~7. The use of state funding to support solid waste management projects as a match to the funding counties invest in infrastructure for state-mandated solid waste management activities.~~
- ~~8-6.~~ Coordinated state efforts to manage tree waste and ensure regional capacity to dispose of large quantities of wood waste from emerald ash borer infestation and tree diseases.
- ~~9-7.~~ Maintaining support for federal and state extended producer responsibility laws and product stewardship approaches that support producer-led toxicity reduction, source reduction, reuse and recycling.

Water

1. Coordinated efforts among state agencies to develop updated state rules and guidelines to implement and oversee wastewater, graywater and combined rainwater/stormwater reuse systems.
2. Strengthen legislation to protect and improve the quality of groundwater and surface water in Minnesota, and identify and reduce contamination of nitrates, PFAS and other emerging contaminants of concern.
- ~~3. Update state statute 103I (Wells, Borings and Underground Uses) to allow the commissioner of health to delegate inspection, reporting and enforcement duties for all borings.~~

- 4.3. Return state aid for aquatic invasive species to original funding levels and establish base funding for land-based invasive species management.
- 5.4. State support of ongoing efforts to financially assist landowners with replacement of non-compliant septic systems for protection of essential groundwater resources. This includes increased funding for the Agriculture Best Management Practices programs or direct grant funds for septic system replacement.
- 6.5. Establishment of a long-term state program to assist public and private drinking water well owners with the mitigation treatment of contaminated well water that exceeds safe drinking water levels for geogenic (e.g., manganese and arsenic) and anthropogenic (e.g., nitrates, pesticides and PFAS) sources.
- 7.6. Support legislation or policies that require new large water users to identify impacts to regional groundwater capacity and availability for current and future needs.

Energy

- 1. State and federal policies and funding that support cost-effective, clean, renewable and sustainable energy.

HEALTH AND HUMAN SERVICES

Dakota County supports:

- 1. A child welfare system designed to keep children safe and with their families through adequate funding with the impact of providing manageable caseloads and keeping children in safe permanent housing arrangements.
- 2. Addressing an eligibility gap in the waiver system related to older adults with significant mental health needs.
- 3. An Intrastate Funding Formula (IFF) for distribution of federal Older Americans Act (OAA) resources that adequately funds the growing needs of older adults in the seven-county Twin Cities Metropolitan Area.
- 4. Flexibility for Elderly Waiver renewals for individuals in long-term care.
- 5. Interventions that address workforce challenges and resulting impacts in disability services including:
 - a. Stabilizing home and community-based services staffing through targeted wage increases and other strategies (i.e. educational incentives, etc.).
 - b. Maximizing flexibility in self-directed programs to increase informal support options for people.
 - c. Simplifying paperwork and administrative requirements that don't add value, so direct support staff can focus on direct support.
 - d. Increasing availability of assistive technology to supplement paid caregivers.
- 6. Investments in modernizing the IT infrastructure at all levels for counties administering DHS and DCYF programs that will reduce the administrative burden at the state and county level and improve outcomes for both clients and workers. This should include additional oversight and

accountability for modernization investments. The state should improve the human services systems counties rely on to administer mandated programs.

7. Policies and legislation that address cannabis and THC impacts, including:
 - a. Enhancing local control.
 - b. Reducing public health impacts.
 - c. Dedicating cannabis-related tax and fee revenues for public health prevention activities
 - d. Strengthening efforts to monitor product safety, conduct inspections, prevent access to minors, and enforce rules and regulations.
8. Setting the assessment adjustment for Medical Assistance to three years.
9. Simplification of state program rules and reporting requirements is paramount to successful modernization.
10. Stable, flexible state funding and public policy to improve and maintain healthy communities by supporting:
 - a. Addressing the impact of Adverse Childhood Experiences (ACEs).
 - b. State funding for home and community-based care.
11. State policy and financing to assure a full range of community-based mental health services that promote mental health, prevent mental health problems, promote mental wellbeing, treat mental health conditions, and allow people with mental health conditions to thrive in the community.
12. Sustainable funding for community-based Family Resource Centers.
13. The elimination of health and human services-related cost shifts to counties.
 - a. Cost shifts coming from the federal government should be covered at the state level, specifically the added administration for SNAP and penalties for high error rates.
14. Additional temporary or long-term state funding to support new SNAP and Medicaid requirements.
15. The full funding of mental health crisis services, including:
 - a. 24/7 phone and mobile crisis response.
 - b. Crisis follow up and stabilization services, including embedded social workers with local law enforcement.
 - c. Direct appropriations to Dakota County until there is an increase in state funding.
16. The work of the Working Group on Youth Interventions in promoting best practices and improving the system of care.
17. Statewide Medical Assistance (MA) reimbursement for Collaborative Intensive Bridging Services (CIBS).

HOUSING AND ECONOMIC STABILITY

Dakota County supports:

1. Ensuring the county receives its fair share of state housing funding to:
 - a. Fully fund emergency shelter for people experiencing homelessness.

- b. Enhance and expand state rental assistance programs and other homelessness prevention resources.
 - c. Enhance and expand dependable streams of funding to support services that help people find and maintain housing.
 - d. Increase the number of affordable, accessible and available rental units throughout Dakota County.
 - e. Expand rapid re-housing resources to support households who lose their housing through an eviction.
- 2. Funding to expand the Housing Demonstration program.
- 3. State funding and policy to strengthen the public safety net for those unable to work and to remove disincentives that discourage able-bodied people from achieving self-sufficiency.

JOBS AND ECONOMIC GROWTH

Dakota County supports:

1. Investments to maintain and expand the Dakota County Workforce Mobility Program, creating better job opportunities in critical occupations.
2. State assistance to communities in reaching their workforce and economic development potential to enhance the quality of life for all Minnesotans.
3. Updates to policies within the Office of Broadband to expand eligible program costs to take advantage of advances in broadband technology.

LOCAL GOVERNMENT

Dakota County supports:

1. Authority to create a service district, by adoption of a resolution, for the purpose of levying upon a portion of Dakota County to finance governmental services benefiting a service area within that county.
2. Efforts to adjust the Homestead Market Value Exclusion formula to support homeowner property tax relief by increasing the market value threshold and including an index to adjust annually with changing residential market values.
3. Maintained or increased appropriations for programs to enhance library services.
4. Policies that promote effective and efficient county government that provides quality services to meet the needs of Dakota County residents without infringing on the decision-making ability of local elected officials.
5. Revising eminent domain statutes to ensure equitable processes for determining landowner compensation and attorney fees.
6. The amendment of state statute 216G.05 to require that the permitting state agency, rather than county boards, be required to hold a public meeting regarding the construction or operation of a pipeline.

7. The authority delegated to democratically elected officials to make budget decisions for the unit of government for which they were duly elected.

Dakota County opposes:

1. Measures that would interfere with the ability of local governments to manage their budgets.

PARKS, GREENWAYS & NATURAL RESOURCES STEWARDSHIP

Dakota County supports:

1. Authorization to issue administrative fines for park ordinance violations.
2. Increasing or maintaining the current allocations and funding distribution of Lottery in Lieu funding.
3. Increasing state funding for metropolitan parks operation and maintenance, including adding dedicated funding for the maintenance of restored acres within the park system.
4. Increasing the Park and Trail Legacy funding share to the Metropolitan Regional Park System.
5. Sustainable and balanced management of the state's environmental and natural resources through effective enhancement of local, state and federal governance.
6. The Metropolitan Council's request from the Environmental and Natural Resources Trust Fund to acquire private inholdings within regional parks and greenways.
7. Authorization to acquire and own land for conservation purposes.
8. Additional state regulations on use of e-bikes and other electric and motorized equipment for speed, equipment classification and general operation on shared-use trails within the Regional Parks and Trails System.

PUBLIC SAFETY AND CORRECTIONS

Dakota County supports:

1. Expanded, indexed and sustainable funding levels for community supervision of people in the corrections system.
2. Full funding of the research-driven community supervision funding formula in state statute to ensure effective implementation of these critical policy reforms continue after the sunset of supervision fees in 2029.
3. Programs and policies that promote safe communities through effective prevention, education, supervision and treatment.
4. State funding for the recruitment, retention and training of law enforcement officers.
5. The state fully funding the costs for continued health insurance costs for public safety officers disabled in the line of duty under Minn. Stat. § 299A.465.

STATE GOVERNMENT

Dakota County supports:

1. Full funding of local costs for or relaxation of state mandates.
2. Reformation of the Metropolitan Council governance structure to increase accountability to their regional constituency.

TRANSPORTATION

Dakota County supports:

1. A statewide, integrated, multi-modal transportation system that keeps Minnesota competitive in a global marketplace with long-term sustainable funding to ensure safe systems that efficiently move people and goods.
2. Allocation of new state funds for state-mandated greenhouse gas mitigation efforts, and the expansion of allowable greenhouse gas mitigation strategies to include credits for natural resource improvements and green energy.
3. Transit development that better serves the interests of suburban counties, such as east-west oriented service since many transitways in Dakota County are focused on north-south travel to Minnesota and St. Paul. Current Met Council transit planning does not meet the needs of Dakota County residents and commuters.

Highways and Bridges

1. ~~Issuance of~~Issuing general obligation bonds for the Local Road Improvement, Local Bridge Replacement Bonding, and Local Road Wetland Replacement programs.
2. ~~Issuance-issuing of~~ trunk highway bonds contingent upon increased long-term funding.
3. Maintaining the current distribution of the Motor Vehicle Lease Sales Tax, and
- 3-4. Prohibiting the diversion of Transportation Advancement Account funds from counties to the Metropolitan Council.

Rail

1. Efforts to encourage railroads to work with local governments on opportunities to improve safe crossings near and along rail corridors.
2. State and local acquisition of rail corridors that are currently under- or un-utilized to improve non-motorized transportation systems.

FEDERAL

Dakota County supports:

1. Efforts to encourage railroads to work with local governments on opportunities to improve safe crossings near and along rail corridors.
2. Efforts to support state and local acquisition of rail corridors that are currently under- or unutilized to improve non-motorized transportation systems.
3. Ensuring federal approval as necessary of human services administrative waivers passed by the Minnesota Legislature in 2021.
4. Federal funding to support improvement of the Interstate 35 Bridge/County Road 50 interchange.
5. The amendment of the Medicaid Inmate Exclusion Policy in the Social Security Act, allowing pre-trial detainees to access Medicaid services while awaiting trial and in the month prior to release from incarceration. Doing so will support appropriate supports for mental health and substance use disorder treatment that will increase health and decrease recidivism.

OTHER ORGANIZATIONS

In addition to the positions contained in this platform, the Dakota County Board of Commissioners generally supports the legislative recommendations of the local units of government within the county and organizations in which it holds membership, including, but not limited to:

- National Association of Counties (NACo) and its associated professional organizations.
- Association of Minnesota Counties (AMC) and its associated professional organizations.
- Minnesota Inter-County Association (MICA) and its associated professional organizations.

The county board may choose to take a different position on individual items within the platforms of these and other organizations whose platforms they generally support. The county board may also consider additional positions in response to issues that emerge during the legislative session.



Legislative Platform

Fair budgeting

1. Any state or federal funding reductions to counties should also reduce mandates to avoid shifting costs to property taxes. Funding reductions should be shared equitably across the state systems and regions.
2. Counties are key partners in implementing state programs and services. Any changes to county programs or funding should involve counties in the decision-making process to ensure effective outcomes.

Capital investment

Dakota County supports:

1. State and federal funding for priority Dakota County projects:
 - a. County Road 50 and Interstate 35 interchange
 - o County Road 50 safety and pedestrian improvements
 - o Transportation improvements for construction detour
 - b. Lebanon Hills and Lake Byllesby campground buildings and beach house replacement
 - c. County Road 46 expansion from TH 3 to TH 52
2. State funding for projects within Dakota County:
 - a. TH 13/Nicollet intersection
 - b. TH 50 safety improvements east of TH 52
 - c. TH 77 northbound lane addition
 - d. I-494/Delaware Avenue/Argenta Trail improvements
 - e. TH 52/55 and County Road 42 improvements
3. A study related to an amateur sports complex in the southern Twin Cities Metropolitan Area.
4. The Metropolitan Regional Parks and Trails System capital funding request (with partial match from the Metropolitan Council).
5. Municipal water infrastructure improvement projects to address the following cities' drinking water contamination issues:
 - a. Apple Valley, PFAS
 - b. Burnsville, water treatment plant rehabilitation and infrastructure investments
 - c. Coates, nitrate and pesticides
 - d. Hastings, nitrate and PFAS
 - e. South St. Paul, PFAS

Environmental protection

Dakota County supports:

1. A comprehensive plan by the legislature, the Minnesota Department of Natural Resources and the Minnesota Board of Animal Health to slow the spread of chronic wasting disease.

Waste

1. Adequate state resources for the long-term care of existing landfills, including the return of diverted Closed Landfill Investment Fund (CLIF) revenue.
2. Full state funding to counties for waste diversion mandates by the state. This includes increased funding from the Select Committee on Recycling and the Environment (SCORE).
3. State actions with funding to properly close the Freeway Landfill to protect public health and the environment and benefit the local community.
4. Maintaining Minnesota's existing waste management hierarchy that prioritizes waste management in the preferred order: waste and toxicity reduction, reuse, recycling and organics recovery/diversion, resource recovery and land disposal.
5. State-led coordinated market development efforts to recover materials from waste that prioritize high-value uses of recovered materials, including for hard-to-recycle materials.
6. Coordinated state efforts to manage tree waste and ensure regional capacity to dispose of large quantities of wood waste from emerald ash borer infestation and tree diseases.
7. Maintaining support for federal and state extended producer responsibility laws and product stewardship approaches that support producer-led toxicity reduction, source reduction, reuse and recycling.

Water

1. Coordinated efforts among state agencies to develop updated state rules and guidelines to implement and oversee wastewater, graywater and combined rainwater/stormwater reuse systems.
2. Strengthen legislation to protect and improve the quality of groundwater and surface water in Minnesota, and identify and reduce contamination of nitrates, PFAS and other emerging contaminants of concern.
3. Return state aid for aquatic invasive species to original funding levels and establish base funding for land-based invasive species management.
4. State support of ongoing efforts to financially assist landowners with replacement of non-compliant septic systems for protection of essential groundwater resources. This includes increased funding for the Agriculture Best Management Practices programs or direct grant funds for septic system replacement.
5. Establishment of a long-term state program to assist public and private drinking water well owners with the mitigation treatment of contaminated well water that exceeds safe drinking water levels for geogenic (e.g., manganese and arsenic) and anthropogenic (e.g., nitrates, pesticides and PFAS) sources.

6. Support legislation or policies that require new large water users to identify impacts to regional groundwater capacity and availability for current and future needs.

Energy

1. State and federal policies and funding that support cost-effective, clean, renewable and sustainable energy.

Health and human services

Dakota County supports:

1. A child welfare system designed to keep children safe and with their families through adequate funding with the impact of providing manageable caseloads and keeping children in safe permanent housing arrangements.
2. Addressing an eligibility gap in the waiver system related to older adults with significant mental health needs.
3. An Intrastate Funding Formula (IFF) for distribution of federal Older Americans Act (OAA) resources that adequately funds the growing needs of older adults in the seven-county Twin Cities Metropolitan Area.
4. Flexibility for Elderly Waiver renewals for individuals in long-term care.
5. Interventions that address workforce challenges and resulting impacts in disability services, including:
 - a. Stabilizing home and community-based services staffing through targeted wage increases and other strategies (i.e. educational incentives, etc.).
 - b. Maximizing flexibility in self-directed programs to increase informal support options for people.
 - c. Simplifying paperwork and administrative requirements that don't add value, so direct support staff can focus on direct support.
 - d. Increasing availability of assistive technology to supplement paid caregivers.
6. Investments in modernizing the IT infrastructure at all levels for counties administering DHS and DCYF programs that will reduce the administrative burden at the state and county level and improve outcomes for clients. This should include additional oversight and accountability for modernization investments. The state should improve the human services systems counties rely on to administer mandated programs.
7. Policies and legislation that address cannabis and THC impacts, including:
 - a. Enhancing local control.
 - b. Reducing public health impacts.
 - c. Dedicating cannabis-related tax and fee revenues for public health prevention activities
 - d. Strengthening efforts to monitor product safety, conduct inspections, prevent access to minors, and enforce rules and regulations.
8. Setting the assessment adjustment for Medical Assistance to three years.
9. Simplification of state program rules and reporting requirements is paramount to successful modernization.

10. Stable, flexible state funding and public policy to improve and maintain healthy communities by supporting:
 - a. Addressing the impact of Adverse Childhood Experiences (ACEs).
 - b. State funding for home and community-based care.
11. State policy and financing to assure a full range of community-based mental health services that promote mental health, prevent mental health problems, promote mental wellbeing, treat mental health conditions, and allow people with mental health conditions to thrive in the community.
12. Sustainable funding for community-based Family Resource Centers.
13. The elimination of health and human services-related cost shifts to counties.
 - a. Cost shifts coming from the federal government should be covered at the state level, specifically the added administration for SNAP and penalties for high error rates.
14. Additional temporary or long-term state funding to support new SNAP and Medicaid requirements.
15. The full funding of mental health crisis services, including:
 - a. 24/7 phone and mobile crisis response.
 - b. Crisis follow up and stabilization services, including embedded social workers with local law enforcement.
 - c. Direct appropriations to Dakota County until there is an increase in state funding.
16. The work of the Working Group on Youth Interventions in promoting best practices and improving the system of care.
17. Statewide Medical Assistance (MA) reimbursement for Collaborative Intensive Bridging Services (CIBS).

Housing and economic stability

Dakota County supports:

1. Ensuring the county receives its fair share of state housing funding to:
 - a. Fully fund emergency shelter for people experiencing homelessness.
 - b. Enhance and expand state rental assistance programs and other homelessness prevention resources.
 - c. Enhance and expand dependable streams of funding to support services that help people find and maintain housing.
 - d. Increase the number of affordable, accessible and available rental units throughout Dakota County.
 - e. Expand rapid re-housing resources to support residents who lose their housing through an eviction.
2. Funding to expand the Housing Demonstration program.
3. State funding and policy to strengthen the public safety net for those unable to work and to remove disincentives that discourage able-bodied people from achieving self-sufficiency.

Jobs and economic growth

Dakota County supports:

1. Investments to maintain and expand the Dakota County Workforce Mobility Program, creating better job opportunities in critical occupations.
2. State assistance to communities in reaching their workforce and economic development potential to enhance the quality of life for all Minnesotans.
3. Updates to policies within the Office of Broadband to expand eligible program costs to take advantage of advances in broadband technology.

Local government

Dakota County supports:

1. Authority to create a service district, by adoption of a resolution, for the purpose of levying upon a portion of Dakota County to finance governmental services benefiting a service area within that county.
2. Efforts to adjust the Homestead Market Value Exclusion formula to support homeowner property tax relief by increasing the market value threshold and including an index to adjust annually with changing residential market values.
3. Maintained or increased appropriations for programs to enhance library services.
4. Policies that promote effective and efficient county government that provides quality services to meet the needs of Dakota County residents without infringing on the decision-making ability of local elected officials.
5. Revising eminent domain statutes to ensure equitable processes for determining landowner compensation and attorney fees.
6. The amendment of state statute 216G.05 to require that the permitting state agency, rather than county boards, be required to hold a public meeting regarding the construction or operation of a pipeline.
7. The authority delegated to democratically elected officials to make budget decisions for the unit of government for which they were duly elected.

Dakota County opposes:

1. Measures that would interfere with the ability of local governments to manage their budgets.

Parks, greenways and natural resources stewardship

Dakota County supports:

1. Authorization to issue administrative fines for park ordinance violations.
2. Increasing or maintaining the current allocations and funding distribution of Lottery in Lieu funding.

3. Increasing state funding for metropolitan parks operation and maintenance, including adding dedicated funding for the maintenance of restored acres within the park system.
4. Increasing the Park and Trail Legacy funding share to the Metropolitan Regional Park System.
5. Sustainable and balanced management of the state's environmental and natural resources through effective enhancement of local, state and federal governance.
6. The Metropolitan Council's request from the Environmental and Natural Resources Trust Fund to acquire private inholdings within regional parks and greenways.
7. Authorization to acquire and own land for conservation purposes.
8. Additional state regulations on use of e-bikes and other electric and motorized equipment for speed, equipment classification and general operation on shared-use trails within the Regional Parks and Trails System.

Public safety and corrections

Dakota County supports:

1. Expanded, indexed and sustainable funding levels for community supervision of people in the corrections system.
2. Full funding of the research-driven community supervision funding formula in state statute to ensure effective implementation of these critical policy reforms continue after the sunset of supervision fees in 2029.
3. Programs and policies that promote safe communities through effective prevention, education, supervision and treatment.
4. State funding for the recruitment, retention and training of law enforcement officers.
5. The state fully funding the costs for continued health insurance costs for public safety officers disabled in the line of duty under Minn. Stat. § 299A.465.

State government

Dakota County supports:

1. Full funding of local costs for or relaxation of state mandates.
2. Reformation of the Metropolitan Council governance structure to increase accountability to their regional constituency.

Transportation

Dakota County supports:

1. A statewide, integrated, multi-modal transportation system that keeps Minnesota competitive in a global marketplace with long-term sustainable funding to ensure safe systems that efficiently move people and goods.
2. Allocation of new state funds for state-mandated greenhouse gas mitigation efforts, and the expansion of allowable greenhouse gas mitigation strategies to include credits for natural resource improvements and green energy.

3. Transit development that better serves the interests of suburban counties, such as east-west oriented service since many transitways in Dakota County are focused on north-south travel to Minnesota and St. Paul. Current Met Council transit planning does not meet the needs of Dakota County residents and commuters.

Highways and Bridges

1. Issuing general obligation bonds for the Local Road Improvement, Local Bridge Replacement Bonding and Local Road Wetland Replacement programs.
2. Issuing trunk highway bonds contingent upon increased long-term funding.
3. Maintaining the current distribution of the Motor Vehicle Lease Sales Tax.
4. Prohibiting the diversion of Transportation Advancement Account funds from counties to the Metropolitan Council.

Rail

1. Efforts to encourage railroads to work with local governments on opportunities to improve safe crossings near and along rail corridors.
2. State and local acquisition of rail corridors that are currently under- or un-utilized to improve non-motorized transportation systems.

Federal

Dakota County supports:

1. Efforts to encourage railroads to work with local governments on opportunities to improve safe crossings near and along rail corridors.
2. Efforts to support state and local acquisition of rail corridors that are currently under- or un-utilized to improve non-motorized transportation systems.
3. Ensuring federal approval as necessary of human services administrative waivers passed by the Minnesota Legislature in 2021.
4. Federal funding to support improvement of the Interstate 35/County Road 50 interchange.
5. The amendment of the Medicaid Inmate Exclusion Policy in the Social Security Act, allowing pre-trial detainees to access Medicaid services while awaiting trial and in the month prior to release from incarceration. Doing so will support appropriate supports for mental health and substance use disorder treatment that will increase health and decrease recidivism.

Other organizations

In addition to the positions contained in this platform, the Dakota County Board of Commissioners generally supports the legislative recommendations of the local units of government within the county and organizations in which it holds membership, including, but not limited to:

- National Association of Counties (NACo) and its associated professional organizations.

- Association of Minnesota Counties (AMC) and its associated professional organizations.
- Minnesota Inter-County Association (MICA) and its associated professional organizations.

The county board may choose to take a different position on individual items within the platforms of these and other organizations whose platforms they generally support. The county board may also consider additional positions in response to issues that emerge during the legislative session.

DRAFT



2026 Legislative Priorities

Capital priorities

1. County Road 50 and Interstate 35 interchange — **\$12.6 million**
 - County Road 50 safety and pedestrian improvements — \$10.8 million
 - Transportation improvements for construction detour — \$1.8 million
2. Lebanon Hills & Lake Byllesby campground buildings and beach house replacement — **\$22 million**
3. County Road 46 expansion from TH 3 to TH 52 — **\$22.5 million**

Policy priorities

1. Human services modernization
 - Solve immediate issues created by new federal requirements, reduce errors and fight fraud.
 - Get on track to replace outdated, disparate systems with a modern system with centralized core functions.
2. Human services cost shifts
 - The State of Minnesota should absorb SNAP federal cost shifts.
3. Housing support operations management allocation
 - Allow provider agencies, including counties, to set aside a portion of Housing Support funds to pay for their administrative work.
4. Crisis mental health services
 - The legislature should create a long-term funding plan to ensure sustainability of the mental health system in Minnesota.
 - While a long-term funding is being developed, the legislature should provide a direct appropriation to Dakota County to support and expand its existing, critical services.



Board of Commissioners

Request for Board Action

Item Number: DC-4830

Agenda #: 9.1

Meeting Date: 11/4/2025

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Minnesota Labs For Community-Based Drug Testing Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Minnesota Labs for Community-Based Drug Testing Services.

SUMMARY

The work of Children and Family Services requires access to community-based services for children, youth, and families, whether in addressing child protection issues, children's mental health needs, truancy, or youth transitioning from the foster care system. The Minnesota Comprehensive Children's Mental Health Act, specifically Minn. Stat. § 245.4874, subd. 1, requires county boards to develop a system of affordable and locally available children's mental health services based on a local service delivery system detailed in Minn. Stat. § 245.4875, subd. 2.

The juvenile protection provisions of the Juvenile Court Act, Minn. Stat. § 260C, reference child protection case plan services and the need for county social services agencies to provide support and services to prevent out-of-home placement, and to assist in family reunification following children being in out-of-home placement. Children and Family Services contracts for supportive services that address the needs of children, youth, and families based on the concerns that brought them to Social Services.

Social Services requires research-supported testing for exposure to alcohol and other drugs on children, youth, and adults. On September 2, 2025, staff issued a request for proposals for Community-Based Drug Testing Services. A review committee from the Social Services team reviewed and scored the proposals (Attachment: Solicitation Summary).

Staff recommends executing a contract with Minnesota Labs for Community-Based Drug Testing Services for the term and the amount listed below:

- Term of contract: date of execution through December 31, 2026
- Not to exceed (NTE) amount: \$200,000 (NTE amount is the same as previous contract period)
- Funding source: County Levy
- In 2024, 429 clients were referred for testing.

OUTCOMES

The effectiveness of services is evaluated at the program and service level. Services provided

through contracts supports overall child protection and children's mental health plan goals.

How Much?

In 2024, 2,571 children were served by Dakota County's Children and Family Services in programs providing a range of services, including Child Protection Assessment and Case Management, Parent Support Outreach, and Children's Mental Health Assessment and Case Management.

How Well?

In 2024, 124 children entered out-of-home placement through child protection. Of those 124 children, 28 children (23 percent) entered placement with parental drug or alcohol abuse being the primary reason for placement. Through the support of drug testing services, 18 children (64 percent) were successfully reunified with their parents.

Is Anyone Better Off?

For children who entered placement in 2024 and were reunited with their parents, no children (zero percent) have had a repeat report of parental drug or alcohol abuse. One hundred percent of children who reunited did not have a repeat report.

RECOMMENDATION

Staff recommends that the Board of Commissioners authorizes the Community Services Director to execute a contract with Minnesota Labs for Community-Based Drug Testing services in a not to exceed amount of \$200,000 from the date of execution through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this contract will be included in the 2026 County Manager's Recommended Budget, pending authorization by the County Board. 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.

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

RESOLUTION

WHEREAS, the work of Children and Family Services requires access to community-based services for children, youth, and families, whether in addressing child protection issues, children's mental health needs, truancy, or youth transitioning from the foster care system; and

WHEREAS, the Minnesota Comprehensive Children's Mental Health Act, specifically Minn. Stat. § 245.4874, subd. 1, requires county boards to develop a system of affordable and locally available children's mental health services based on a local service delivery system detailed in Minn. Stat. § 245.4875, subd. 2; and

WHEREAS, the juvenile protection provisions of the Juvenile Court Act, Minn. Stat. § 260C, reference child protection case plan services and the need for county social services agencies to provide support and services to prevent out-of-home placement, and to assist in family reunification following children being in out-of-home placement; and

WHEREAS, Children and Family Services contracts for supportive services that address the needs of

children, youth, and families based on the concerns that brought them to Social Services; and

WHEREAS, Social Services requires research-supported testing for exposure to alcohol and other drugs on children, youth, and adults; and

WHEREAS, on September 2, 2025, staff issued a request for proposals for Community-Based Drug Testing Services; and

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

WHEREAS, staff recommends executing a contract with Minnesota Labs for Community-Based Drug Testing Services for the term and the amount listed below:

- Term of contract: date of execution through December 31, 2026
- Not to exceed (NTE) amount: \$200,000 (NTE amount is the same as previous contract period)
- Funding source: County Levy
- In 2024, 429 clients were referred for testing.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Minnesota Labs for Community-Based Drug Testing services in a not to exceed amount of \$200,000 from the date of execution through December 31, 2026, subject to approval by the County Attorney's Office as to form; 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.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary.

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: Lawrence Dickens

Solicitation Summary

Date of Solicitation: 9/2/2025

Number of Proposals Received: 2

Review Team Agencies: Dakota County Social Services – Children and Family Team

Services Description:

To conduct research-supported testing for exposure to alcohol and other drugs on children, youth, and adults.

Primary Deliverables:

- To provide any of the following drug testing options, using both scheduled and unscheduled appointments, pursuant to the direction of the County Case Manager:
 - Hair Follicle-Mobile
 - Hair Follicle-Contractor's on-site facility
 - Nail
 - Transdermal Patch Collection
 - Saliva Swab
 - Random Urinalysis
 - Urinalysis Confirmation
 - Urinalysis Supplies
 - Other as mutually agreed upon by County and Contractor
- Contractor will conduct on-going, in-service training, at no fee, for Dakota County staff on a schedule determined with the County.
- Administrative training: Contractor's web-based referral system as reasonably requested by the County.
- Product/Process: as reasonably requested by the County.

Solicitation Selection Criteria:

- Staffing capacity and availability to serve all genders.
- Ability to provide a variety of drug testing methods (oral swabs, hair, UA, genetic, etc.).
- Knowledge and/or ability to research to provide guidance in the variations of drug testing methods.
- Willingness to testify to drug testing procedures, methods, and results.
- Staff training and processes your organization uses to prioritize client confidentiality.
- Confidentiality when providing testing.
- Software training your organization will use to train County staff.
- Pricing.

Evaluation Results:

After a thorough review, the review panel recommended to award a contract with: Minnesota Labs.

Rationale of Recommended Vendor:

Excellent process and procedures to provide the services the County needs for drug testing. Willing to extend hours and be flexible to accommodate the needs of the County. Pricing is fair. Many years of experience and proven good work.



Board of Commissioners

Request for Board Action

Item Number: DC-4983

Agenda #: 9.2

Meeting Date: 11/4/2025

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Dakota County Community Development Agency For Family Voucher Administration Services

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) with Dakota County Community Development Agency (CDA) for family voucher administration services.

SUMMARY

In 2019, the CDA established a pilot Levy Rent Assistance Program for families, a program designed to address system flow for residents at Dakota Woodlands by providing temporary tenant-based rental assistance to eligible households until they transition to the Housing Choice Voucher Program. The CDA program sunset in June 2022. Due to the success of the pilot program, long waitlists for shelter, and stagnation in flow out of shelter, Dakota County Social Services proposed utilizing the new Local Affordable Housing Aid funding to relaunch a Family Housing Voucher Program. By Resolution No. 23-574 (December 19, 2023), the County Board authorized restarting the Family Voucher Program, formerly known as the CDA Levy Rent Assistance Program with funding from Local Affordable Housing Aid (LAHA).

Dakota County Social Services has previously contracted with the CDA to act as the rental assistance administrator for the program. The CDA has succeeded as a vendor in this capacity. Under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units. Therefore, staff is requesting to enter into a JPA (Attachment: Joint Powers Agreement) with Dakota County CDA for family voucher administrative services in an amount not to exceed \$1,225,000 for the period January 1, 2026 through December 31, 2027.

Dakota County CDA served 29 households in 2025 and plans to increase households served to 34 per year in the next contract period. This is a 22 percent increase in the amount of \$225,000 additional dollars in the two-year contract period.

OUTCOMES

Attachment: Outcomes

RECOMMENDATION

Staff recommends authorization to execute a JPA with Dakota County CDA family voucher program

administration services in a not to exceed amount of \$1,225,000.00 for the period of January 1, 2026 through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this JPA will be included in the 2026 County Manager's Recommended Budget funded by LAHA. It will contain a provision that allows the County to terminate the agreement immediately in the event that sufficient funds from the county, state, or federal funds are no longer available at a level sufficient to continue services.

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

RESOLUTION

WHEREAS, in 2019, the Community Development Agency (CDA) established a pilot Levy Rent Assistance Program for families, a program designed to address system flow for residents at Dakota Woodlands by providing temporary tenant-based rental assistance to eligible households until they transition to the Housing Choice Voucher Program; and

WHEREAS, the CDA program sunset in June 2022 and due to the success of the pilot program, long waitlists for shelter and stagnation in flow out of shelter, Dakota County Social Services proposed utilizing the new Local Affordable Housing Aid (LAHA) funding to relaunch a Family Housing Voucher Program; and

WHEREAS, by Resolution No. 23-574 (December 19, 2023), the County Board authorized restarting the Family Voucher Program, formerly known as the CDA Levy Rent Assistance Program with funding from LAHA; and

WHEREAS, Dakota County Social Services has previously contracted with the CDA to act as the rental assistance administrator for the program; and

WHEREAS, the CDA has succeeded as a vendor in this capacity; and

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

WHEREAS, staff is requesting to enter into a joint powers agreement (JPA) with Dakota County CDA for family voucher administrative services in an amount not to exceed \$1,225,000 for the period January 1, 2026 through December 31, 2027; and

WHEREAS, Dakota County CDA served 29 households in 2025 and plans to increase households served to 34 per year in the next contract period; and

WHEREAS, this is a 22 percent increase in the amount of \$225,000 additional dollars in the two-year contract period.

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

authorizes the Community Services Director to execute a joint powers agreement with Dakota County Community Development Agency for family voucher administration services in a not to exceed amount of \$1,225,000 for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

Attachment: Outcomes

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: Emily Schug

Author: Madeline Kastler

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
FOR FAMILY VOUCHER PROGRAM ADMINISTRATION SERVICES**

PARTIES

The parties to this Agreement are the County of Dakota (County), a political subdivision of the State of Minnesota, and the Dakota County Community Development Agency (CDA), (collectively referred to as "the parties.") This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

RECITALS

WHEREAS, the County desires to engage the CDA to provide Rental Assistance Administration for the Family Voucher Program, which is funded by the State and Local Affordable Housing Aid (SAHA and LAHA), and the CDA desires to serve in this role; and

WHEREAS, this Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

ACCORDINGLY, the parties agree:

AGREEMENT

1. GENERAL PROVISIONS.

- 1.1. 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 dispute in an equitable and timely manner.
- 1.2. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the CDA uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

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

2. TERM.

This Agreement is effective on January 1, 2026 ("Effective Date") and expires on December 31, 2027, or when all Services have been satisfactorily performed and final payment is made, whichever occurs first, unless earlier terminated under the provisions herein or by law.

3. CDA'S OBLIGATIONS.

- 3.1. General Description. The CDA shall provide the services generally described as Rental Assistance Administration for the Family Voucher Program (the "Services"). Services shall be provided in accordance with the criteria set out in Exhibit 1, Service Grid, which specifically describes the Services to be provided.
- 3.2. Conformance to Specifications. The CDA represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Agreement.

3.3. Eligible Clients. Services shall be provided to clients who are designated or referred by the County and determined eligible as set out in Exhibit 1, Service Grid.

3.4. Reports/Evaluations.

- A. The CDA shall maintain a complete set of financial and eligibility records for this program based on standards established by regulation and applicable laws and policy.
- B. The CDA's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e., signed time sheets, invoices, cancelled checks).
- C. The County's procedures for monitoring and evaluating the CDA's performance under the terms of this Agreement may include, but are not limited to, on-site visits to the CDA's premises or job site; review of the CDA's financial, statistical and program records; and review of reports and data supplied by the CDA at the County's request. To assist the County in its obligation to evaluate and monitor the CDA's performance the CDA shall allow County personnel access to the CDA's premises or the job site and records, shall maintain a bookkeeping system which reflects all revenue received from the County and all costs incurred in the performance of this Agreement, and shall, upon reasonable notice, meet with County staff to assist the County in the evaluation of the Services, and upon request, provide the County with verification of all services provided.
- D. The CDA shall furnish the County with information regarding any revenue received for program costs. In the event the CDA hereafter receives revenue other than from this Agreement, and such revenue is used to provide any or all of the Services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the Services, then that revenue shall be deducted from the amount to which the CDA would otherwise be entitled under this Agreement. The CDA further agrees to return any or all such excess payment to the County within sixty (60) calendar days of a request. Upon reasonable notice, the CDA shall meet with County staff to assist the County in evaluation of services.
- E. The CDA shall maintain and upon request furnish the County with program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration of services. The CDA shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- F. The CDA shall provide reports required by the County as outlined in Exhibit 1, Service Grid, or as the County may, from time to time, reasonably require.

3.5. Information about Personnel.

- A. Qualifications. The CDA shall provide the County with such information regarding the qualifications of its personnel to verify that present and subsequent Services are being rendered by competent, trained, and properly licensed or certified individuals.
- B. Background Investigation. If County staff determine that the CDA or any of the CDA's personnel will interact with County clients in performing the Services, the CDA shall comply with the following, and failure to do so may result in termination of the Agreement:

The CDA shall require that all personnel who provide Services pursuant to this Agreement undergo a criminal background check before providing any Services. The CDA agrees to perform such criminal background checks, at its sole expense, and to provide the results thereof to the County upon request.

The CDA further agrees that it shall have an ongoing responsibility to notify the County Liaison of any information obtained because of the criminal background check or from other sources that are necessary for the County to ensure that personnel who may pose a security risk do not gain access to individuals served pursuant to this Agreement or to the County's assets or secured areas.

3.6. Ability to Perform. The CDA shall maintain personnel, facilities, and equipment necessary to perform under this Agreement. The CDA shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Agreement. The County shall determine whether such inability requires amendment or termination of this Agreement. No Notice of Default is required to terminate under this Section.

3.7. Changes in Policies or Personnel. The County may terminate this Agreement by providing ten (10) calendar days' Notice if the CDA makes or proposes significant changes in policies or staffing.

4. PAYMENT.

4.1. Total Cost. County will pay the CDA a total amount not to exceed One Million Two Hundred and Twenty Five Thousand Dollars (\$1,225,000) ("Agreement Maximum"). The Agreement Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

4.2. Payment Rates. The County shall pay for Services as set out in the schedule attached as Exhibit 2, Payment & Budget.

4.3. Invoices & Time of Payment. The CDA shall invoice the County, and the County shall issue payments, in accordance with Exhibit 2, Payment & Budget.

4.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the CDA on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the CDA.

4.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than ninety (90) calendar days after the date that the invoiced Services were performed.

4.6. Payment for Unauthorized Claims.

- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Agreement or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the CDA pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

5. COMPLIANCE WITH LAWS/STANDARDS.

5.1. General. the CDA shall abide by all Federal, State or 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 CDA is responsible. Any violation of this Section is a material breach of this Agreement. No Notice of Default is required to terminate under this Section.

- 5.2. Revision of Laws. In the event that there is a revision of law, standards, or orders which makes performance of the Agreement or any portion thereof unlawful, all parties will review the Agreement and renegotiate those items, if possible, that are necessary to bring the Agreement into compliance with the law. Refusal to renegotiate within seven (7) calendar days of a request to bring the Agreement into compliance shall be cause for termination of this Agreement as of the date when the Agreement is out of compliance.
- 5.3. Governing Law & Venue. 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 Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 5.4. Licenses. At its own expense, the CDA shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Agreement. the CDA shall furnish copies of the above to the County upon request. the CDA shall provide Notice to the County of any changes in the above within five (5) calendar days of the change. Any violation of this Section is a material breach of this Agreement. No Notice of Default is required to terminate under this Section.

6. INDEPENDENT CONTRACTOR STATUS.

The CDA is an independent contractor. Nothing in this Agreement is intended to create an employer and employee relationship between the County and the CDA. The CDA is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. The CDA 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 CDA, and that it is the CDA's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

7. AUTHORIZED REPRESENTATIVES & NOTICES.

- 7.1. The following named persons are designated the Authorized Representatives of the parties for the purposes of this Agreement. These persons have the authority to bind the party they represent and to consent to modifications, except that the Authorized Representative shall have only the authority specifically or generally granted by their respective governing boards. Unless otherwise stated in a specific section of this Agreement, any notice or demand provided pursuant to this Agreement (collectively, "Notice") must be in writing to the other party identified below or as may be specified at a later time by such party by providing Notice in accordance with this Section:

To COUNTY:

Name: Marti Fischbach
Title: Community Services

Address:
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

To THE CDA:

Name: Tony Schertler
Title: Executive Director

Address:
Dakota County Community Development Agency, LLC
1228 Town Centre Dr.
Eagan, MN 55123

Phone Number: 651-675-4400
Email: tschertler@dakotacda.org

In addition, Notices regarding breach or termination shall also be provided to: the Dakota County Attorney's Office, Attn: Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 7.2. Notice must be provided by either personal delivery on the Authorized Representative or via registered or certified mail to the above address for the Authorized Representative, with return receipt requested

and postage prepaid. For Notice other than Notice of Termination, Notice may be provided by email to the Authorized Representative.

8. LIABILITY & INDEMNIFICATION.

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the CDA. Each insurance party warrants that they are able to comply with the aforementioned indemnity requirement through an insurance or self-insurance program and that each has minimum coverage with the liability limits contained in Minn. Stat. ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. RECORDS AND INFORMATION.

- 9.1. Minnesota Government Data Practices. The CDA and its employees, agents, successors, and assigns must comply with the Minnesota Government Data Practices Act (the "MGDPA") as it applies to all data provided to the CDA by the County under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CDA pursuant to this Contract. If the CDA receives a request to release data pursuant to the MGDPA, the CDA shall notify the County immediately and consult with the County as to how the CDA should respond to the request. The CDA's response shall comply with applicable law.
- 9.2. Private and Confidential Data. The CDA and its employees, agents, successors and assigns shall comply with the provisions of the MGDPA and all other applicable state and federal laws, rules and regulations relating to data privacy and confidentiality. The CDA further acknowledges that the classification of trade secret data will be determined by the County based on applicable law, and labeling its data as trade secret data or confidential will not necessarily make it so. The CDA and its personnel shall comply with County security policies and procedures when accessing County facilities in connection with the Services.
- 9.3. County Data. If the CDA has access to or possession of data or information acquired from the County pursuant to this Contract ("County Data"), the CDA shall maintain and protect such County Data as required by the MGDPA and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality. The County will retain ownership and control of all County Data. Except to the extent required by law or as agreed to by the County, the CDA 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, the CDA shall, upon the County's request, certify destruction of any County Data so specified by the County. If the County permits the CDA to retain copies of any County Data, the CDA shall not, without the prior written consent of the 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 such County Data.
- 9.4. Data Incident Notice. The CDA must provide the County with notice by email to the Authorized Representative and data.practices@co.dakota.mn.us within 24 hours of a known or suspected Data Incident. A "Data Incident" is defined as the unauthorized or unlawful processing, accessing, viewing, acquiring, or disclosing of County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law; the unauthorized or accidental loss, destruction, damage, alteration of such County Data; the breach or attempted breach of County security measures; and/or a cybersecurity incident, as defined in Minn. Stat. § 16E.36, subd. 1(c) ("Cybersecurity Incident"), relating to a County System. The notice must include, at a minimum, (a) the nature of the Data Incident; (b) the types of potentially compromised County Data; and (c) the duration and expected consequences of the Data Incident. In addition to providing Notice to the County, pursuant to Minn. Stat. § 16E.36, the CDA shall report Cybersecurity Incidents that impact the County to Minnesota IT Services ("MNIT") at the following link: <https://mn.gov/mnit/about-mnit/security/cir/>. The CDA must

cooperate with County in the investigation, containment, and mitigation of any Data Incident as requested and directed by the County. The County providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

- 9.5. Responsible Authority for Welfare Data. The CDA designates Tony Schertler as its Responsible Authority, pursuant to the MGDPA, Minn. Stat. § 13.46, subd. 10 (a) (4), as the individual responsible for any data collected, created, maintained, or disseminated by the CDA in performing the Services.

10. TERMINATION.

Either party may terminate this Agreement for cause by giving seven days written notice or without cause by giving 30 days written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement by written if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of amounts due under this Agreement. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

The County is not obligated to pay for any obligations that are incurred after written Notice of Termination is tendered and CDA shall take all reasonable steps to terminate or minimize any unpaid obligations that were incurred prior the Notice of Termination.

11. LIAISONS.

- 11.1. The Liaisons of the respective parties for purposes of this Agreement are as follows:

COUNTY:

Liaison: Corky Newton
Phone number: 651-554-5772
Email: corky.newton@co.dakota.mn.us

THE CDA:

Liaison: Lisa Hohenstein
Phone number: 651-675-4400
Email: lhohenstein@dakotacda.org

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

12. GENERAL.

- 12.1. Assignment. No party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the party.
- 12.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by each party.
- 12.3. Rights Cumulative. All remedies under this Agreement or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 12.4. 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.
- 12.5. Equal Employment Opportunity. The provisions of Minn. Stat, § 181.59 apply to this Agreement. In addition, in connection with the execution of this Agreement, the CDA agrees that it will comply with Minn. Stat. § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national original, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

- 12.6. Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 12.7. Audit. The CDA 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, the CDA shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of the CDA at reasonable hours, including all books, records, documents, and accounting procedures and practices of the CDA relevant to the subject matter of the Agreement, for purposes of audit.
- 12.8. 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, including, without limitation, the following clauses: Sections 8 (Liability & Indemnification); 9 (Records and Information); 12.7 (Audit); and 5.3 (Governing Law and Venue).
- 12.9. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.
- 12.10. Agreement Complete. This Agreement, which includes and incorporates herein Exhibit 1, Service Grid, and Exhibit 2, Payments & Budget, contains all negotiations and agreements between the County and the CDA. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind either party.
- 12.11. Electronic Signatures. The parties agree to the use of electronic signatures in the execution of this Contract.

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

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

**DAKOTA COUNTY COMMUNITY DEVELOPMENT
AGENCY**

Approved by the CDA Board on _____

By: _____

Title: _____

Date of Signature: _____

EXHIBIT 1 – SERVICE GRID

Family Voucher Program Rental Assistance Administration	
Agreement Purpose	To provide Rental Assistance Administration for the Family Voucher Program, funded by the State and Local Affordable Housing Aid
Agreement Amount	Not to exceed \$1,225,000.00
Agreement Length	January 1, 2026 – December 31, 2027
Quantity Purchased	Up to 34 families in 2026 Up to 34 families in 2027 (these numbers represent point in time counts, rather than total families served in the calendar year)
Target Group	Families at Dakota Woodlands who qualify for the Family Voucher Program: • On the Dakota Woodlands waitlist for the longest amount of time (verified by Dakota County Supportive Housing Unit); and • Do not have another housing resource (verified by Dakota County Supportive Housing Unit); and • Income qualify: earn less than 50 percent of area median income as determined by the United States Department of Housing and Urban Development (verified by Dakota County Community Development Agency) • Eligible for the Housing Choice Voucher Waitlist (verified by Dakota County Community Development Agency)
Services Purchased	1. Verify income prior to program entry and annually thereafter: less than 50 percent of area median income as determined by the United States Department of Housing and Urban Development 2. Verify placement on the Housing Choice Voucher waitlist prior to program entry and annually thereafter 3. Provide program briefing on rental assistance program with assigned social worker from the Supportive Housing Unit 4. Complete unit inspection as aligned with the Housing Choice Voucher program 5. Calculate Housing Assistance Payment as aligned with Housing Choice Voucher program 6. Make Housing Assistance Payment to property manager 7. Communicate to the Dakota County Supportive Housing Unit as needed 8. Facilitate transition to the Housing Choice Voucher program The CDA is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. • At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. • At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

	- It is expected that while performing services for the County, the CDA shall abstain from unacceptable behaviors including, but not limited to: - Racial, ethnic or discriminatory jokes or slurs; - Hostile, condemning, or demeaning communications, both verbal and written; - Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior
Referral Process/Prioritization	Referrals will come to the CDA from Dakota County Supportive Housing Unit.
Service Termination or Completion	Services will complete or terminate when one or more of the following is present: - The household transitions onto the Housing Choice Voucher Program - The household is no longer eligible for the Family Voucher Program per Dakota County Supportive Housing Unit policy manual. - Family is no longer eligible for Family voucher Program per CDA Administrative plan and policies
Reporting	Quarterly reporting due to the County on January 15, April 15, July 15 and October 15 - Roster of FVP clients and HCV waitlist data including: - Date of entry on HCV waitlist - Most recent Save My Spot confirmation date - Email address on file for clients - Any action needed for clients
Gift Cards	Purchasing gift cards for any purpose using County funds is generally not allowed unless there is specific legislative authority to purchase. Public Purpose and Statutory Authority must be followed with exception to client essential transportation services. Dakota County values transportation services for clients to access essential services and activities. (This does not include gas cards unless the card is limited/restricted to the purchase of fuel only.) Consult with the County Liaison for questions regarding purchase of gift cards with regards to the Agreement.
Allowable Expenses	- Housing Assistance Payment - Administrative expenses (\$100/household/month)
County Responsibilities	- Providing program referrals - Provide case management to all enrolled households. - Host quarterly meeting with CDA to discuss program or participant needs.

Quality Assurance	The CDA and Vendor will conduct quarterly check-ins. County will provide the following quality assurance at least once per calendar year: • Review of reports • Review of client files County reserves the right to schedule site visits more often than once a year.
Billing Procedures	The CDA will submit invoices for staff time on the 15th of each month for the previous month's activity. See Exhibit 3, Payment and Budget for detail

Interpreters

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

EXHIBIT 2- PAYMENT AND BUDGET

Budget Categories	Description	Cost
Housing Assistance Payment (HAP)	Rental assistance payment for Family Voucher Program participants	\$1,143,000
HAP Admin	\$100/household/month	\$82,000
TOTAL BUDGET	Total Estimated Expenses	\$1,225,000.00

Billing Procedures**Invoices & Payment**

Invoices must be submitted, at a minimum, quarterly to County. Invoices must specify budget categories and include documentation to support the invoice, including:

1. List of enrolled households
2. General ledger with itemized Housing Assistance Payments
3. Itemized administrative payments

If the invoice is not received by County within sixty (60) calendar days following the last day of the calendar month in which services were provided, County will refuse payment for the aforementioned calendar month.

The County shall make payment to the CDA within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County, on any invoices or forms required or specified by Dakota County staff. If an invoice is received for a monthly period in which the Quarterly Expenditure Report is past due, the invoice will be held until the Quarterly Expenditure Report has been submitted, even if the invoice was submitted thirty-five (35) or more days prior.

All invoices and required documentation will be sent to via email to: sshousingfinancial@CO.DAKOTA.MN.US

If the invoice is incorrect, defective, or otherwise improper, the County will notify the CDA within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the CDA, the County will make payment within thirty days.

Payment will be made upon receipt of an invoice based on a line item budget presented, on Exhibit 2. This budget is estimated and line items may be revised as necessary to achieve programmatic goals, however, County approval is required for line item budget changes of more than 10% of total budget in a year.

Family Voucher Program (FVP) Outcomes and Statistics

January 2024-September 2025

35 clients referred

- 23 total housed with the FVP voucher
- 22 currently housed with FVP voucher
- 2 searching for housing
- 5 pending approval by the CDA for the voucher
- 3 denied by the CDA for FVP
- 2 declined by client (move out of state, moved out of shelter and no longer eligible)
- 1 denied by CDA for HCV transition

Average family size = 3

Average time to be approved by the CDA for voucher = 32 days

Average housing search time = 63 days

Average housing assistance payment = \$1,245/month

Average time in hotel prior to shelter = 55 days

Average time in shelter prior to FVP housing = 153 days



Board of Commissioners

Request for Board Action

Item Number: DC-4831

Agenda #: 9.3

Meeting Date: 11/4/2025

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute A Grant Amendment With Minnesota Department Of Employment And Economic Development And Contract Amendments For State Dislocated Worker Program Services

PURPOSE/ACTION REQUESTED

Authorize execution of a grant amendment with the Minnesota Department of Employment and Economic Development (DEED) to provide State Dislocated Worker (DW) Program services and execute contract amendments.

SUMMARY

The Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Area (WDA) to submit an annual plan describing how employment and training services will be provided to eligible program participants.

By Resolution No. 25-299 (June 24, 2025), the Dakota County Board of Commissioners authorized execution of a grant agreement with DEED to provide State Dislocated Worker Program services in the amount of \$662,657 and execution of contracts with DEED Job Service and HIRED in an amount not to exceed \$100,000 for each contract for the period of July 1, 2025 through June 30, 2026.

On October 24, 2025, the Dakota-Scott Workforce Development Board approved the execution of the grant amendment with DEED to add an additional amount of \$738,230 (\$559,578 Dakota County; \$178,652 Scott County) for a new not to exceed total of \$1,400,887. This allocation is a decrease of 0.4% from last year's grant allocation.

Staff recommends authorization to execute a grant amendment with DEED to add \$738,230 to the current grant agreement of \$662,657 for a new not to exceed amount of \$1,400,877 and execute contract amendments with DEED Job Service and HIRED to add an additional \$100,000 to each contract for a new not to exceed amount of \$200,000 for each contract for the period of July 1, 2025 through June 30, 2027.

OUTCOMES

See Attachment: Performance Outcomes.

RECOMMENDATION

Staff recommends authorization to execute a grant amendment with DEED to add \$738,230 to the current grant agreement of \$662,657 for a new not to exceed amount of \$1,400,877 and execute

contract amendments with DEED Job Service and HIRED to add an additional \$100,000 each for a new not to exceed amount of \$200,000 each for the period of July 1, 2025 through June 30, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

These costs are included in the 2025 Employment and Economic Assistance Budget. Any unspent funds in 2025 will be requested to be carried over to the 2026 budget. These contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient county, state, or federal funds are not appropriated at a level sufficient to allow payment of the amounts due.

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

RESOLUTION

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Area (WDA) to submit an annual plan describing how employment and training services will be provided to eligible program participants; and

WHEREAS, by Resolution No. 25-299 (June 24, 2025), the Dakota County Board of Commissioners authorized execution of grant agreement with DEED to provide State Dislocated Worker Program services in the amount of \$662,657 and execution of contracts with DEED Job Service and HIRED in an amount not to exceed \$100,000 for each contract for the period July 1, 2025 through June 30, 2026; and

WHEREAS, on October 24, 2025, the Dakota-Scott Workforce Development Board approved the execution of the grant amendment with DEED to add an additional amount of \$738,230 (\$559,578 Dakota County; \$178,652 Scott County) for a new not to exceed total of \$1,400,887; and

WHEREAS, this allocation is a decrease of 0.4% from last year's grant allocation; and

WHEREAS, staff recommends authorization to execute a grant amendment with DEED to add \$738,230 to the current grant agreement of \$662,657 for a new not to exceed amount of \$1,400,877 and execute contract amendments with DEED Job Service and HIRED to add an additional \$100,000 to each contract for a new not to exceed amount of \$200,000 for each contract for the period of July 1, 2025 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant amendment with DEED to add \$738,230 for a new not to exceed grant amount of \$1,400,877 for the period of July 1, 2025 through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract amendment with DEED Job Service in an amount not to exceed \$200,000 and with HIRED in an amount not to exceed \$200,000 for the period of July 1, 2025 through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years

after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, 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 contracts shall contain a provision that allows the County to immediately terminate the contracts 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.

PREVIOUS BOARD ACTION

25-299; 06/24/25

ATTACHMENTS

Attachment: Performance Outcomes

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: Jill Pittelkow

State Dislocated Worker (DW) Program

Source: State Department of Employment and Economic Development. The State Dislocated Worker program is funded wholly through an employer tax, currently set at .10% of payroll if 50 or more state employees.

PY24 Dollar Amount: \$1,407,141 (\$1,066,613 (DC), \$340,528 (SC))

Purpose of Grant: To provide case management services including support services and training opportunities for individual who lost their jobs through no fault of their own but because of adverse economic conditions that caused down-sizing, reductions in force, mergers/acquisitions, or plant closing.

Who is served/eligible: Unemployed or about to become unemployed based on an employer announcement and eligible for, or exhausted, an unemployment insurance claim.

How served: Individuals work one-on-one with a job counselor to explore re-employment options, training possibilities and develop a plan to gain new employment. This plan may allow retraining to upgrade existing skills or support a career change.

Providers: Scott County, HIRED and DEED Job Service

		QUANTITY	QUALITY
Process "input"	EFFORT	<i>How much did we do? (7/1/24-5/31/25)</i> Number Served = 341 New Enrollments = 216	<i>How well did we do it? (7/1/24-5/31/25)</i> Average Time in Program (Days) = 225.7 Exits = 170 total
		<i>Is anyone better off?</i>	
Product "output"	EFFECT	Program participants who obtained employment during the 2 nd quarter after program exits (cohort 7/1/23-12/31/23) – Numerator =80; Denominator = 93 Program participants who obtained employment during the 4 th quarter after program exits (cohort 1/1/23-6/30/23) – Numerator = 42; Denominator = 52 Median earnings of participants in 2 nd quarter after program exits (cohort 7/1/23-12/31/23) – Numerator = 80; Denominator = 93 Credential Attainment Rate (cohort 1/1/23-6/30/23) – Numerator = 21; Denominator = 25	Percentage of program participants who obtained employment during 2 nd quarter after program exits (cohort 7/1/23-12/31/23) – 86% (goal – 77%) Percentage of program participants who obtained employment during 4 th quarter after program exits (cohort 1/1/23-6/30/23) – 80.8% (goal – 80%) Median earnings of participants in 2 nd quarter after program exits (cohort 7/1/23-12/31/23) – \$15,762 (goal - \$15,500) Credential Attainment Rate (cohort 1/1/23-3/31/23) – 84% (goal – 84.5%) *Successful Exits – 130 (76%) Wage at Placement: \$47.42; 15% increase from Wage at Entrance
		* Successful exits include: Entered registered apprenticeship program; entered unsubsidized employment; found ineligible; started business/self-employed..	



Board of Commissioners

Request for Board Action

Item Number: DC-4959

Agenda #: 9.4

Meeting Date: 11/4/2025

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Submit Biennial Service Agreement, Accept Funds For Minnesota Family Investment Program With Minnesota Department Of Children, Youth, And Families, And Execute Contract With Avivo For Employment Services

PURPOSE/ACTION REQUESTED

Authorize submission of the Biennial Service Agreement (BSA), acceptance of biennial funding from the Minnesota Family Investment Program (MFIP) with the Minnesota Department of Children, Youth, and Families (DCYF), and execution of contract with Avivo for MFIP employment services.

SUMMARY

Minn. Stat. §142G.76, subd.4, requires counties to have an approved biennial service agreement with DCYF to receive consolidated funds. The primary purpose of this service agreement is to assess statewide efforts toward the goal of “economic stability for low-income families” under MFIP. The agreement assesses the ongoing needs of families and children within program areas, the resources available to address these needs, budgeting of allocated resources, and community participation and review in the planning and development of the service agreement.

The 2026-2027 BSA (Attachment: Biennial Service Agreement) builds upon existing efforts by counties to serve the needs of families and children, and to assess how well current efforts are leading to better outcomes for Minnesota families. Counties use the MFIP Consolidated Fund to administer MFIP financial assistance, the Diversionary Work Program (DWP), deliver MFIP and DWP employment services, and provide emergency assistance. As required by law, Employment and Economic Assistance provided an opportunity for public comment through an online public posting on Dakota County’s website, available for comment for thirty days prior to the submission of the agreement to DCYF. Dakota County did not receive any public comments as a result and the announcement closed for comments on October 30, 2025.

Staff recommends authorization to submit the BSA for the period of January 1, 2026 through December 31, 2027, and accept funds in a total not to exceed amount of \$8,812,654 (\$4,406,327 for each year). This is a decrease of \$232,796 (-2.6%) from the funding received in the prior biennium.

Staff recommends authorization to execute a contract with Avivo for MFIP employment services in a not to exceed amount of \$1,390,406 for the period of January 1, 2026 through December 31, 2026. This is an increase of \$190,406 (15.9%) from the prior year and is increasing as individuals previously enrolled in DWP will now be moving to the MFIP program.

OUTCOMES

See Attachment: Outcomes.

RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners authorize submission of the BSA, accept funds from MFIP with DCYF in an amount not to exceed \$8,812,654 for the period of January 1, 2026 through December 31, 2027, authorize execution of the BSA, and execute contract with Avivo in an amount not to exceed \$1,390,406 for the period of January 1, 2026 through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

This resolution will authorize the County to accept grant funds in the amount of \$8,812,654. This grant supports the income maintenance, MFIP employment services, and emergency assistance programs in the Employment and Economic Assistance department. This resolution authorizes the County to execute a contract with Avivo for MFIP employment services in an amount not to exceed \$1,390,406 for the period of January 1, 2026 through December 31, 2026. This grant funding and the contract expense will be included in the County Manager's Recommended 2026 budget. This contract shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient county, state, or federal funds are not appropriated at a level sufficient to allow payment of the amounts due.

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

RESOLUTION

WHEREAS, Minn. Stat. §142G.76, subd.4, requires counties to have an approved biennial service agreement (BSA) with the Minnesota Department of Children, Youth, and Families (DCYF) to receive consolidated funds; and

WHEREAS, the primary purpose of this service agreement is to assess statewide efforts toward the goal of "economic stability for low-income families" under Minnesota Family Investment Program (MFIP); and

WHEREAS, the agreement assesses the ongoing needs of families and children within program areas, the resources available to address these needs, budgeting of allocated resources, and community participation and review in the planning and development of the service agreement; and

WHEREAS, the 2026-2027 BSA builds upon existing efforts by counties to serve the needs of families and children, and to assess how well current efforts are leading to better outcomes for Minnesota families; and

WHEREAS, counties use the MFIP Consolidated Fund to administer MFIP financial assistance, the Diversionary Work Program (DWP), deliver MFIP and DWP employment services, and provide emergency assistance; and

WHEREAS, as required by law, Employment and Economic Assistance provided an opportunity for public comment through an online public posting on Dakota County's website, available for comment

for thirty days prior to the submission of the agreement to DCYF; and

WHEREAS, Dakota County did not receive any public comments as a result and the announcement closed for comments on October 30, 2025; and

WHEREAS, staff recommends authorization to submit the BSA for the period of January 1, 2026 through December 31, 2027, and accept funds for a total not to exceed amount of \$8,812,654 (\$4,406,327 for each year); and

WHEREAS, this is a decrease of \$232,796 (-2.6%) from the funding received in the prior biennium; and

WHEREAS, staff recommends authorization to execute a contract with Avivo for MFIP employment services in a not to exceed amount of \$1,390,406 for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, this is an increase of \$190,406 (15.9%) from the prior year and is increasing as individuals previously enrolled in DWP will now be moving to the MFIP program.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes Dakota County to submit the Biennial Service Agreement for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to accept funds from the Minnesota Family Investment Program with the Minnesota Department of Children, Youth, and Families (DCYF) in an amount not to exceed \$8,812,654 for the period of January 1, 2026 through December 31, 2027; and

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

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Avivo for Minnesota Family Investment Program employment services in a not to exceed amount of \$1,390,406 for the period of January 1, 2026 through December 31, 2026; 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.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Outcomes

Attachment: Biennial Service Agreement

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

CONTACTS

Department Head: Mark Jacobs

Author: Jill Pittelkow

MN Family Investment Program (MFIP) – 2025 (1/1/25-09/30/25)

Source: Federal Department of Health & Human Services, MN Department of Human Services and Minnesota Department and Employment and Economic Development

Purpose of Grant: To provide employment and training services and income maintenance services to MFIP-eligible participants. Program participants are eligible for up to 60 months of support, barring no exceptions.

Who is served/eligible: Low income families that meet certain income requirements.

How served: MFIP participants are assigned to a financial worker and employment counselor to receive income maintenance and employment counseling and training services.

Provider: Avivo, Contract: \$1,190,406.

How much did we do?		How well did we do it?		Is anyone better off?		
Number Served	1,263	Average Time in Program (days)	299	Exits	413	
New Enrollments	580	Self-Support Index)	Within	Average Wage at Enrollment	\$16.00	
				Successful Exits**	158	38.3%
				Increase at Placement	\$21.04	31.5%

**Successful exits include:

- Entered registered apprenticeship program
- Entered unsubsidized employment
- Not eligible for the program
- Started business/self-employed



2026 – 2027 BIENNIAL SERVICE AGREEMENT (BSA) QUESTIONS IN QUALTRICS

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Biennial Service Agreement 2026 - 2027 Survey

Welcome to the 2026 – 2027 Tribal Nation and County MFIP Biennial Service Agreement Survey! We are excited to be utilizing Qualtrics software to administer the BSA this year. This survey is required to receive consolidated funds for the Minnesota Family Investment Program (MFIP). This required survey will gather information from Tribal Nations, counties and consortia across the state about the services and strategies intended to meet program measures with the goal of increasing economic stability of low-income families on MFIP.

Your participation in the survey

- ♦ We anticipate this survey will take a significant amount of time to complete, please plan accordingly.
- ♦ Your responses to this survey will need to be posted and shared for 30 days prior to submission on October 30, 2025.
- ♦ Your participation in this survey is required for the MFIP program.
- ♦ You can see your progress via the progress bar at the top of the screen. Do not skip questions, and for questions without an answer, please indicate "N/A".

How survey information will be used

State staff from the MFIP program will use information collected to help gather information about the program strengths and service delivery gaps. This is a comprehensive assessment of current efforts will help provide insights into what type of assistance is needed. Results will help provide information that will help support the development of new strategies to better serve participants who are utilizing MFIP supports. Responses will also help to inform ongoing efforts to continually improve the MFIP program so that it works better for children, youth and families in Minnesota.

We know that as public service professionals and leaders, you are incredibly busy, and we are so grateful for your time in completing this survey. Thank you for all you do for Minnesota children, families, and communities.

To navigate this survey

- ♦ If you are using a mouse or touch screen, click the "Next page" and "Back" buttons at the bottom of your screen to advance or go back a page.
- ♦ If you are using keyboard shortcuts or assistive technology, use the tab key to navigate to an object, arrow keys to navigate within an object (or response options), and space bar to select an item.
- ♦ Preview Results: Once you approach the end of the survey, you can preview your results and download a PDF document. This document is what is shared during the 30-day public comment timeframe.
- ♦ After the 30 day public comment period is complete, you will then log back in through the link provided in the original email and at the end of the survey, please be sure to click or select the "Submit" button at the bottom of your screen to record your responses due by October 30, 2025.

Contact Information - Please fill in and complete each field for this section.

Tribal Nation Name / County / Consortium	Dakota
Plan Year	2026-27
Contact Person	Mark Jacobs
Title	Workforce Development Director
Address	1 Mendota Road West, Suite 170
City	West St. Paul
State	MN
Zip Code	55118
Phone Number	651-554-5622
Email Address	mark.jacobs@co.dakota.mn.us
Confirm Email Address	mark.jacobs@co.dakota.mn.us

Please review [Bulletin # 25-11-02](#) for more details before you complete this survey.

You can also access the Bulletin through this link: https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_FILE&Rendition=Primary&RevisionSelectionMethod=LatestReleased&allowInterrupt=1&dDocName=mn072357&noSaveAs=1&utm_medium=email&utm_source=govdelivery

Identify challenges in **financial assistance** that are prohibiting you from properly serving Minnesota Family Investment Program (MFIP) families in your community.

Clients reporting not receiving their mail (invoices, requests for information, review forms) which results in programs closing and/or lapse in benefits and high call volumes. Lack of availability of low-income housing options. Mental and physical health concerns of our customers. Applying for SSA benefits is challenging and time consuming many of our customers do not take advantage of this possible resource.

Identify challenges in **employment services** that are prohibiting you from properly serving MFIP families in your community.

There is a significant amount of paperwork which takes away from the counseling and meeting with the client to address their specific needs and barriers. The other issues include: need to focus more on career pathways, not just simply getting a job; limited public transportation.

Identify resources in your community that benefit MFIP families.

There are many community partners and resources available!

Identify resources that are **not available in your community** that would benefit MFIP families.

N/A

MFIP Employment Services Supervisor Contact

Name	Jill Pittelkow
Phone	651-554-5670
Email	jill.pittelkow@co.dakota.mn.us

DWP Supervisor Contact

Name	Jill Pittelkow
Phone	6515545670
Email	jill.pittelkow@co.dakota.mn.us

Financial Assistance Services Supervisor Contact

Name	Kim Pederson
Phone	651-554-5668
Email	kim.pederson@co.dakota.mn.us

Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP)

What strategies do you use for hard-to-engage participants? **Check all that apply.**

- ☒ Home visits
- ☒ Off-site meeting opportunities
- ☒ Virtual Appointments
- ☐ Workforce One Connect App
- ☐ Sanction outreach services
- ☐ Incentives, please specify:

- ☐ Other, please specify in the text box below

What type of job development do you do? **Check all that apply.**

- ☐ Sector job development
- ☒ Individual job development
- ☐ Other, please specify in the text box below.

Do you have an ongoing job development partnership or sector base with community employers to help participants with employment?

For example, some of these activities could include, but are not limited to: Interview opportunities, job skills training, job placement, job shadowing, on-site job training, work experience, helping to plan training programs, other.

- ☐ No
- ☒ Yes

Please check all activities community employers provide to help participants with employment.

- ☒ **Interview opportunities**
- ☐ Job skills training
- ☒ **Job placement**
- ☐ Job shadowing
- ☐ On-site job training
- ☐ Work experience
- ☒ **Helps plan training programs**
- ☐ Other, please specify in the text box below

Do you provide the following services to prepare participants for work?

For example, some of these services could include, but are not limited to: Transportation, soft skills training, financial planning, mentoring, other.

- ☐ No
- ☒ **Yes**

When it comes to the services provided to help prepare participants for work, please **check all activities that are provided.**

- ☒ **Transportation**
- ☒ **Soft Skills Training**
- ☐ Financial Planning
- ☒ **Mentoring**
- ☐ Other, please specify in text box below

Do you provide job retention services for employed participants?

For example, some of these services could include, but are not limited to: Assist with issues that develop on the job, transportation, financial planning, soft skill training, mentoring, personal contact with employee and how often, other.

- ☐ No
- ☒ Yes

When it comes to job retention services for employed participants, please **check all that apply**.

- ☒ Available to assist with issues that develop on the job
- ☒ Transportation
- ☐ Financial planning
- ☒ Soft skills training
- ☒ Mentoring
- ☐ Personal contact with the employee and how often:

- ☐ Other, please specify in the text box below

How long do you provide job retention services?

- ☐ Up to 3 months
- ☐ 6 months
- ☒ 12 months
- ☐ Other (please specify)

Do you provide job advancement services to employed participants?

For example, some of these services could include, but are not limited to: career laddering, coaching / mentoring, education / training, networking, ongoing job search, other

- ☐ No
☒ Yes

When it comes to job advancement services for employed participants, please **check all that apply**.

- ☐ Career laddering
☒ **Coaching/mentoring**
☐ Education/training
☒ **Networking**
☐ Ongoing job search
☐ Other

Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

For example, some of these programs include, but are not limited to: Pathways to Prosperity, Work Keys, National Career Readiness Certificate

- ☒ No
☐ Yes

Family Stabilization Services (FSS)

Do you have qualified professionals available to assist with FSS cases in your service area who meet the licensure and accreditation requirements?

For example, qualified professionals could include, but are not limited to: licensed physician, physician assistant, advanced practice registered nurse, physical therapist, occupational therapist, licensed social worker, licensed psychologist, certified school psychologist, mental health professional, certified psychometrist, other)?

- ☐ No
☒ Yes

When it comes to having qualified professionals available to assist with FSS cases in your area who meet the licensure and accreditation requirements, please **check all that apply**.

- ☐ Licensed physician
☐ Advanced practice registered nurse
☐ Occupational therapist
☐ Licensed psychologist
☐ Mental health professional
☐ Physician assistant
☐ Physical therapist
☒ **Licensed social worker**
☐ Certified school psychologist
☐ Certified psychometrist
☒ **Other**

Vocational Rehabilitation Worker

Do you make referrals for children of FSS participants?

For example, some referrals for children of FSS participants could include, but are not limited to: Children's Mental Health Services, Child Wellness Check-ups, Follow Along Program, Public Nurse home visiting services, Women, Infants, and Children program (WIC), other?

- ☐ No
☒ Yes

When it comes to making referrals for children of FSS participants, please **check all that apply**.

- ☐ Children's Mental Health Services
- ☒ **Child Wellness Check-ups**
- ☐ Follow Along Program
- ☐ Public Health Nurse home visiting services
- ☒ **Women, Infants and Children Program (WIC)**
- ☐ Other

Are any of these services for children offered to non-FSS families?

- ☐ No
- ☒ Yes

Services for families under 200% of Federal Poverty Guideline (FPG)

Do you provide services to families who have exited MFIP/DWP or families at risk of receiving MFIP or the Diversionary Work Program (DWP), but are under 200% of the Federal Poverty Guideline (FPG)?

For example, this could include, but is not limited to: child care, GED, job posting, support services, job retention services, Adult Basic Education (ABE) / English Language Learning (ELL) classes, computer lab access, transportation / vehicle repair, other.

- ☒ No
- ☐ Yes

How long do you provide these services?

- ☐ Up to 3 months
- ☐ 6 months
- ☐ 12 months
- ☒ Other (please specify)

Do you provide services to Non-Custodial Parents (NCPs) that are under 200% of the Federal Poverty Guideline (FPG)?

For example, this could include, but is not limited to: child care, GED, job posting, support services, job retention services, ABE / ELL classes, computer lab access, transportation / vehicle repair, other.

- ☒ No
☐ Yes

Minnesota Family Investment Program (MFIP) Services for Teen Parents

Are there specialized workers who work primarily with teen parents?

- ☐ No
☒ Yes

Please indicate the specialized workers for each age group, **check all that apply** for each age group.

	Minors (Under age 18)	Age 18 / 19	Not Applicable (N/A)
☒ Financial Worker	☒	☐	
☐ Employment Services Worker	☐	☒	
☐ Social Worker	☒	☐	
☐ Public Health Nurse	☒	☐	
☐ Child Care Worker	☒	☐	
☐ Child Protection Worker	☐	☐	
☒ Other job role (please specify) 	☐	☐	☒

When it comes to **Teen parents who are considered minors (participants who are under age 18)**, please indicate if there a single point of contact for teen parents, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services?

Responses are for staff positions whose primary responsibility is for working with Teen Parents who are **considered minors (under age 18)**, if yes, check the one position / position(s) that serves this function for this specific age group of MFIP Teen Parents.

	YES, for Minors (under age 18)	NO, not for Minors (under age 18)	Not Applicable (N/A)
Financial worker	☒	☐	☐
Employment Services Worker	☐	☒	☐
Social Worker (Social Services)	☐	☒	☐
Public Health Nurse	☐	☒	☐
Child Care Worker	☐	☒	☐
Child Protection Worker	☐	☒	☐
Other job role 	☐	☐	☒

When it comes to **Teen Parents who are age 18 - 19**, please indicate if there a single point of contact for teen parents, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services?

Responses are for staff positions whose primary responsibility is for working with Teen Parents who are **age 18 - 19**, if yes, check the one position / position(s) that serves this function for this specific age group of MFIP Teen Parents.

	YES, for ages 18 - 19	NO, not for ages 18 - 19	Not Applicable (N/A)
Financial worker	☒	☐ ☐	
Employment Services Worker	☒	☐ ☐	
Social Worker (Social Services)	☒	☐	
☐ Public Health Nurse	☒	☐	
☐ Child Care Worker	☒	☐	
☐ Child Protection Worker	☐	☐	
☒ Other job role 	☐	☐	☒

Does your Tribal Nation / County have an active partnership with local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? Please **select one option for each age group**.

	Yes, mandatory	Yes, voluntary	No
Minors (under age 18)	☒	☐	☐
Age 18 / 19	☐	☐	☒

Describe how you are ensuring your services are **inclusive** for all.

1. Allowing multiple access points of communications for clients: phone, email, mail, in person, upload portal, etc.
2. Offering interpreter services including ASL and other languages when communicating with the client.
3. We have a Client Relations Specialist position to help clients with accessing services. This allows people of all abilities to get access to their benefits regardless of barriers.

Describe how you are ensuring your services are **accessible** for all.

When applying for public assistance programs we offer various ways to apply to make the programs and process accessible (online, email, paper). For families with limited English, we use the language line or interpreters. We have a few bilingual staff.

How are you working to **advance equity in service delivery** in your Tribal Nation / County?

Equity Tool Workgroup: using data and an equity tool to find disparity, address it, and measure improvements. Strategic Plan and IDEA Workgroup: working to improve IDEA for staff and clients. P2PW: service delivery redesign initiative focusing on access and retention for clients as well as informed choice. Client Relations Specialist positions focusing on access for clients.

Do you provide trainings to prepare your staff to work effectively with people from various backgrounds and perspectives?

☒ **Yes, mandatory. If yes, provide the title of the training and how often it is provided.**

Staff are required to complete 4 hours of IDEA training per year. We offer many training o

☐ Yes, voluntary. If yes, provide the title of the training and how often it is offered.

☐ No. If no, please explain:

Do you have culturally specific employment services for different racial / ethnic groups?

☒ **No**

☐ Yes, please describe.

Workforce One Connect App

Workforce One Connect App

Does your Tribal Nation / County have the Workforce One Connect app available to participants?

	No, please explain (fill in)
X	Yes

(*If YES is selected, then the following questions appears.)

Since you indicated "yes" in making Workforce One Connect app available to participants, please indicate which of the following groups are utilizing the app features in Workforce One:

X	Employment Services
X	Financial Workers
	Childcare Workers
	Other (please specify) (fill in)

Do you limit the number of employment services staff that have MAXIS access?

Note: MN Department of Children, Youth, and Families does not limit the number of employment services staff that can have MAXIS access.

- ☐ No
- ☒ **Yes, please explain**

Only the manager and lead workers have access.

Describe the process your service area uses to identify and resolve discrepancies between MAXIS and Workforce One data in areas such as Family Stabilization Services coding, employment / hours, sanction status, etc.

The supervisors from both eligibility and employment and training meet monthly to discuss any discrepancies. We also have a financial worker/employment counselor user group that meets monthly that also discussed issues related to employment, process, sanctions, and other relevant issues back to the various teams for review.

Child Care Assistance Program

What strategies does your agency use that involve MFIP and / or Employment Services staff to support timely and consistent receipt of child care assistance through the Child Care Assistance Program? **Select all that apply.**

- ☐ Shared electronic document management system
- ☐ Regular case consultation meetings
- ☒ **Workers with dual MFIP and CCAP role**
- ☐ Workers with dual Employment Services and CCAP role
- ☐ Specific CCAP workers process MFIP child care cases
- ☐ MFIP and / or Employment Service workers receive training related to CCAP
- ☐ Communications with CCAP worker via phone, email or fax
- ☐ Use of agency-developed forms or documents
- ☐ MFIP and / or Employment Services workers assist families with completing CCAP paperwork (for example: the CCAP application)
- ☐ MFIP and / or Employment Services workers have MEC2 Inquiry access
- ☐ Other, please specify

What barriers prevent timeliness?

Staff turnover. Loss of data due to technical issues. High caseloads.

Does your Tribal Nation / County provide emergency shelter or crisis services from your Consolidated Fund?

☐ No
☒ Yes

Submit a copy of your Emergency Assistance policy as an attachment if any changes have been made since the last BSA. Also, please describe any major changes you have made to this policy down below.

N/A – No changes made.

Drop files or click here to upload

Please review [Bulletin # 25-11-02](#) for more details before you complete this section. You can also access the Bulletin from this link: [https://www.dhs.state.mn.us/main/idcplg?](https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_FILE&Rendition=Primary&RevisionSelectionMethod=LatestReleased&allowInterrupt=1&DocName=mr072357&noSaveAs=1&utm_medium=email&utm_source=govdelivery)

[IdcService=GET_FILE&Rendition=Primary&RevisionSelectionMethod=LatestReleased&allowInterrupt=1&DocName=mr072357&noSaveAs=1&utm_medium=email&utm_source=govdelivery](https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_FILE&Rendition=Primary&RevisionSelectionMethod=LatestReleased&allowInterrupt=1&DocName=mr072357&noSaveAs=1&utm_medium=email&utm_source=govdelivery)

If your service area is receiving a bonus, please share successful strategies of engagement:

N/A

What strategies and action steps for each of the groups below the disparities reference line do you plan to implement for the coming biennium to reduce these disparities.

We will continue to strive to address the disparity in African American outcomes compared to other groups. Strategies will include focusing on outcomes and steps that can help ensure successful exit from the program.

What procedures are in place to ensure that program funds are being used appropriately as directed by law? **Check all that apply.**

- ☒ Budget control procedures for approving expenditures
- ☒ Cash management procedures for ensuring program income is used for permitted activities
- ☒ Internal policies around use of funds (i.e., participant support services)
- ☐ Other, please specify in the text box below

What procedures are in place to ensure program policies are followed and applied accurately? **Check all that apply.**

- ☒ Case consultation
- ☒ Sample case review by supervisors
- ☒ Sample case review by lead worker / mentor
- ☐ Sample case reviews by peers
- ☐ Others, please specify in the text box below

If your Tribal Nation / County is interested in applying for the waiver for the upcoming biennium, please complete the following questions.

Describe the activity(s) you will provide.

N/A

Explain the reasons for the increased administrative cost.

N/A

Describe the target population and number of people expected to be served.

N/A

Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

N/A

If your County/Tribal Nation is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on eDocs to fill out the IPP form. Email the completed form to: Jonathan.Hausman@state.mn.us

The following section will be collecting information on your current employment service providers. Please select one the following options and answer the following questions.

- ☒ **We have multiple Employment Service Providers we work with.**
- ☐ We have a Workforce Center that is our only Employment Service Provider.

If a Workforce Center is the only employment service provider, please upload a document that lists the multiple employment and training services among which participants can choose. The list will be used to verify current providers available in Workforce One.

Drop files or click here to upload

Current Employment Service Providers

In this section, you will have an opportunity to list all of your current employment services provider(s). As you enter their information, you will receive a follow-up question that will ask which populations this provider serves. Please indicate which respective population is served with each employment services provider. These questions will repeat for multiple entries if you have multiple employment service providers to include.

The list will be used to verify current providers available in Workforce One.

Helpful Tip: It may be easier to complete this section by compiling the list of information needed for this section *before* you enter the information into this BSA survey. We will need the ES provider name, address, contact person, phone number and email for each ES provider. In addition, a follow-up question will ask about which populations the provider serves (for example: MFIP ES, DWP ES, FSS, Teen Parents, 200% FPG, *Other).

ES Provider Name

Dakota County Employment & Economic Assistance

Address

1 Mendota Road West, Suite 170

Contact Person

Jill Pittelkow

Phone Number

651-554-5670

Email

jill.pittelkow@co.dakota.mn.us

Please check the respective box to indicate which population is served by Dakota County Employment & Economic Assistance

- ☐ MFIP ES
- ☒ **DWP ES**
- ☐ FSS
- ☐ Teen Parents
- ☐ 200% FPG
- ☐ Other

Please check the respective box to indicate if you have additional providers to add.

- ☐ I have entered all of the current Employment Service providers we work with.
- ☒ **I have additional Employment Service providers to I need add.**

List your current employment services provider(s). On the following question please check the respective box to indicate which population served. The list will be used to verify current providers available in Workforce One.

ES Provider Name	Avivo
Address	1 Mendota Road West, Suite 170
Contact Person	Nakia Vulu
Phone Number	651-554-6583
Email	nakia.capersvulu@avivomn.org

Please check the respective box to indicate which population is served by Avivo

☒ **MFIP ES**

☐ DWP ES

☐ FSS

☐ Teen Parents

☐ 200% FPG

☐ Other

Please check the respective box to indicate if you have additional providers to add.

☒ **I have entered all of the current Employment Service providers we work with.**

☐ I have additional Employment Service providers to I need add.

Does your Tribal Nation / County (select one):

☒ **Have at least two employment and training service providers.**

☐ Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort, and can document that participants have choice among employment and training services designed to meet specialized needs.

☐ Intend to submit a financial hardship request. See following question.

Budget

In the budget table below, indicate the amount and percentage for each item listed for the budget line items for calendar years 2026 – 2027.

Also note:

- ♦ Refer to the 2026-27 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- ♦ Total percent must equal 100.
- ♦ Income maintenance administration is reasonable in comparison to the whole budget.
- ♦ Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- ♦ All services must be an allowable expenditure under the MFIP Consolidated Fund
- ♦ Allocation amounts must be spent by the end of calendar year, remaining amounts does not roll over into the following year
- ♦ Medical expenditures are NOT allowable.

Helpful Tip: Write down the total budgeted amounts for 2026 and 2027, this information will be asked for in a later section in the BSA. You will want to have the total budget amounts for 2026 and 2027 when you get to that section.

2026 Budget Line Items: Please ensure that the percent total does NOT exceed 100%

	Budgeted Amount	Percent
Employment Services (DWP)	\$44,063	1
Employment Services (MFIP)	1,387,994	31.5
Emergency Services/Crisis Fund	1,321,898	30
Administration (cap at 7.5% or up to 15% with an approved administrative cap waiver)	330,474	7.5
Income Maintenance Administration	1,321,898	30
Incentives (include the total amount of funds budgeted for participant incentives but don't include support services here)	0	0
Under 200% Services	0	0
Capital Expenditures	0	0
Other	0	0
Total	\$4,406,327	100

2027 Budget Line Items: Please ensure that the percent total does NOT exceed 100%

	Budgeted Amount	Percent
Employment Services (DWP)	\$44,063	1
Employment Services (MFIP)	1,387,994	31.5
Emergency Services/Crisis Fund	1,321,898	30
Administration (cap at 7.5% or up to 15% with an approved administrative cap waiver)	330,474	7.5
Income Maintenance Administration	1,321,898	30
Incentives (include the total amount of funds budgeted for participant incentives but don't include support services here)	0	0
Under 200% Services	0	0
Capital Expenditures	0	0
Other	0	0
Total	\$4,406,327	100

Certifications and Assurances

Public Input

Prior to submission, did the Tribal Nation / County solicit public input for at least 30 days on the contents of the agreement?

	Yes, public input was gathered for at least 30 days regarding the contents of this agreement.
	No, public input was <i>not</i> gathered for at least 30 days regarding the contents of this agreement.

Was public input received?

	Yes, public input was received and used.
	Yes, public input was received but <i>not</i> used.
	No public input was received.

*(*If “Yes, public input was received but not used” is selected, then the following question pops up)*

If public input was received, but not used, please explain

<i>Text fill in</i>

Assurances

It is understood and agreed by the {q://QID15/ChoiceTextEntryValue/2} board that funds granted pursuant to this service agreement will be expended for the purposes outlined in [Minnesota Statutes, section 142G](#); that the commissioner of the Minnesota Department of Children, Youth, and Families (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the Tribal Nation/County make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the Tribal Nation/County agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Tribal Nations and Counties may use the funds for any allowable expenditures under [Minnesota Statute, 142G.76.2](#), including case management outlined in [Minnesota Statutes, section 142G](#).

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly.

Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to Tribal Nation/County. In the event of such termination, Tribal Nation/County shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that Tribal Nation/County is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R section 200.331.

Pass-through requirements. Tribal Nation/County acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, Tribal Nation/County may be subject to certain compliance obligations. Tribal Nation/County can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),^[1] Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and Tribal Nation/County agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).^[2]

Tribal Nation / County Name (Must match the name associated with the Unique Entity Identifier)

This response is auto-populated

Tribal Nation / County Unique Entity Identifier (UEI): Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match Tribal Nation / County name.

This response is auto-populated

Federal Award Identification Number (FAIN): 2601MNTANF and 2701MNTANF

Federal Award Date: October 1, 2025 (projected) (The date of the award to the MN Dept. of Children, Youth, and Families.)

Period of Performance (please use words and numbers, for example: May 23, 2025)

Start Date	January 1, 2026
End Date	December 31, 2027

Budget period start and end date: January 1, 2026 – December 31, 2027

Amount of federal funds:

A. Total Amount Awarded to DCYF for this project: \$103,290,000 (projected)

B. Total Amount Awarded by DCYF for this project to Tribal Nation / County named above:

\$8,812,654

Federal Award Project description: Temporary Assistance for Needy Families (TANF)**Name**

Federal Awarding Agency: Administration for Children and Families

MN Dept. of Children, Youth, and Families (DCYF)

Contact information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us.**Assistance Listings Number & Name (formerly known as CFDA No.):** Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No.:

Number	93.558
Title	Temporary Assistance for Needy Families
Total amount made available at time of disbursement	

Is this federal award related to research and development?

X	No
	Yes

Indirect Cost Rate for this federal award is: up to 15% (including if the de minimis rate is charged)

SERVICE AGREEMENT CERTIFICATION

X	Checking this box certifies that this 2026 – 2027 MFIP Biennial Service Agreement has been prepared as required and approved by the Tribal Nation / County board(s) under the provisions of Minnesota Statutes, section 142G
---	--

State the name of the chair of the Tribal Nation / County board of commissioners or authorized designee, their mailing address and the name of the Tribal Nation / County.

Name (chair or designee)	Mike Slavik (certification to follow public posting)
Mailing Address	Administration Center, 1590 Highway 55, Hastings MN 55033-2343
Tribal Nation / County	Dakota County

If your Tribal Nation / County agency is unable to complete your BSA by October 15th, 2025, you will need to request an extension by emailing Jonathan.Hausman@state.mn.us. Please provide additional information about why you were not able to compete this form.

DATE OF CERTIFICATION (please use words and numbers, for example: September 23, 2025) (fill in)

Text fill in

Public Comment Period

You are about to see a summary of your responses on the next page when you click "Next." This is a spot to review your answers to your questions and to help prepare a PDF summary of your answers for the 30-day Public Comment Period.

Once you click "Next" and are taken to the following page, please do **NOT** click "next" or "submit" on the next page at this stage in the process. Your responses to the PDF summary need to be posted for 30 days prior to your submission of your answers and responses. Once you have had 30 days for public review and comment on BSA responses entered here, then you can log back in on the link that was provided in your original email and access the survey to submit for completion of the 2026-2027 BSA.



Board of Commissioners

Request for Board Action

Item Number: DC-4193

Agenda #: 10.1

Meeting Date: 11/4/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Lakeville For Greenway And Trail Segment Maintenance

PURPOSE/ACTION REQUESTED

Authorize the execution of a city-wide maintenance agreement with the City of Lakeville for the North Creek Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards (Attachment: Draft Maintenance Agreement). Additional segments and infrastructure of the North Creek Greenway and Lake Marion Greenway will be added through contract amendments (Attachment: Open and Planned Map).

SUMMARY

By Resolution No. 11-517 (October 18, 2011), the North Creek Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the North Creek Greenway from Lebanon Hills Regional Park to downtown Farmington. The proposed Draft Maintenance Agreement is a new template that creates a standard city-wide maintenance agreement for Greenway segments and infrastructure, rather than multiple individual agreements for segments or separate projects. A primary goal is to create efficiencies for both the County and City. The proposed agreement will define maintenance responsibilities for approximately 3,300 ft. of new regional greenway trail and the recently constructed improved mid-block crossing of 170th Street, which were both 2025 City-led construction projects. The agreement will also include the 2024 - 2025 County-led project P00146 which constructed 2.2 miles of new and reconstructed trail, including two new trail bridges over the North Creek and adjacent tributaries and wetlands in the cities of Lakeville and Farmington (Attachment: Project Location Map). Subsequent amendments to the agreement will be completed by adding or revising exhibits when new infrastructure is added, like future segments of the North Creek Greenway and Lake Marion Greenway, or if maintenance terms change.

RECOMMENDATION

Staff recommends Dakota County execute a Maintenance Agreement with the City of Lakeville for Greenway and trail segments within the city boundaries of Lakeville for the North Creek Greenway that require maintenance responsibilities and reimbursement responsibilities.

EXPLANATION OF FISCAL/FTE IMPACTS

The City of Lakeville will perform routine maintenance of the Greenway Regional trail, with the County responsible for deferred maintenance or replacement of Greenway Regional trail

infrastructure. The County reimburses cities with funds from the Facilities Department operating budget, which is funded by Levy, General Fund and CPA funding sources. 2025 estimates include reimbursing the City about \$3,750 per mile, unless otherwise negotiated between the County and the City. Sufficient funding is available for this maintenance agreement.

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

RESOLUTION

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

WHEREAS, the City of Lakeville and Dakota County have constructed or reconstructed about 1.75 miles of the North Creek Greenway to Dakota County Greenway standards in 2024 and 2025; and

WHEREAS, it is mutually agreeable for the City of Lakeville and Dakota County to execute a maintenance agreement to define routine, deferred, and replacement responsibilities of the County's Greenway, site amenities and furnishings, vegetation, utilities, and structural infrastructure like bridges or tunnels; and

WHEREAS, Dakota County will reimburse the City of Lakeville annually for routine maintenance activities at an agreed-upon rate per mile of Greenway; and

WHEREAS, Dakota County will continue to perform routine trail inspections, graffiti removal, and routine, deferred, and replacement maintenance of Greenway infrastructure; and

WHEREAS, sufficient funds are available in the Asset Preservation set-aside and project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a Maintenance Agreement, as substantially presented, with the City of Lakeville for the North Creek Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

11-514; 10/18/11
23-326; 7/18/23
25-157; 3/25/25

ATTACHMENTS

Attachment: Project Location Map
Attachment: Draft Maintenance Agreement
Attachment: Open and Planned Map

BOARD GOALS

- ☒ A Great Place to Live ☒ A Healthy Environment

☐ A Successful Place for Business and Jobs

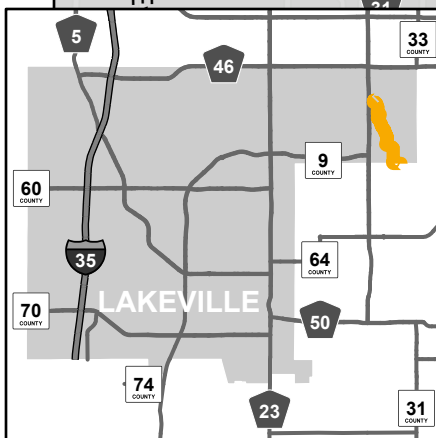
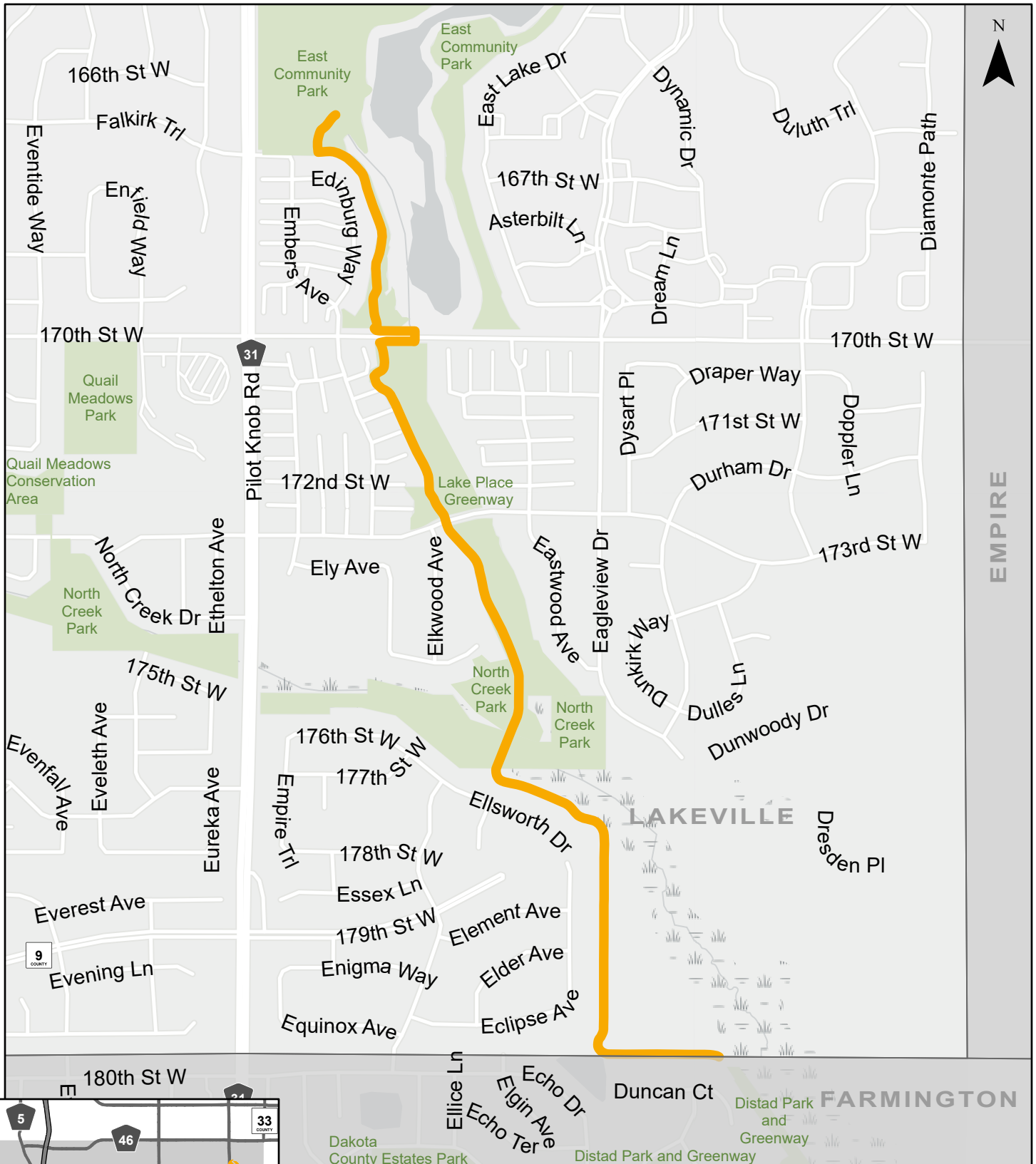
☐ Excellence in Public Service

CONTACT

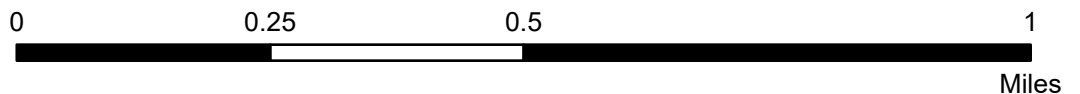
Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map



North Creek Greenway



Copyright 2025, Dakota County
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE CITY OF LAKEVILLE
FOR MAINTENANCE OF GREENWAYS, TRAILS AND ASSOCIATED IMPROVEMENTS**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the City of Lakeville (“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, the Parties have cooperated and intend to continue to cooperate in the construction of various Greenway and other regional and local trail segments and associated improvements within the City.

WHEREAS, the City and County recognize that it may be efficient and cost-effective to share resources and cooperate in maintaining certain Greenway and trail segments and their associated improvements.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master maintenance agreement for all Greenway and trail segments within the City, and to provide for that agreement to be modified over time as improvements are added or removed and as cooperative opportunities and maintenance efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of identifying cooperative maintenance opportunities and the responsibilities of the Parties for maintaining various regional and local improvements within the City.

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 maintenance of Greenways and other regional and local trail segments located within the City and their associated improvements, 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 as provided herein, or until termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3

MAINTENANCE

4.1 County Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County will be responsible for the routine maintenance, repair and replacement of the County's trail improvements located within the Greenway segment(s) shown on the attached Exhibit 1 (the "Greenway Improvements"), at no cost to the City. The County's maintenance obligations shall be limited to those Greenway Improvements constructed within areas for which the County has an easement or other right to use and maintain property for the Greenway Improvements, including through this Agreement, as determined by the County. The County will maintain, repair and replace the Greenway Improvements according to the County's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the County in its sole discretion.

4.2 City Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the City will be responsible for all routine maintenance, repair and replacement of any City-owned trail improvements connected to the Greenway Improvements (the "City Improvements"), at no cost to the County. The City will maintain the City Improvements according to the City's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the City in its sole discretion.

4.3 Cooperative Maintenance Responsibilities, Payment.

4.3.1 City Greenway Maintenance. The City will be responsible for routine maintenance for those Greenway Improvement segments shown on Exhibit 2 and any addendum to Exhibit 2 (collectively referred to herein as "Exhibit 2"). The specific tasks required for routine maintenance relating to individual Greenway segments shall be identified on the applicable portion of Exhibit 2. Unless otherwise specified on Exhibit 2, the City shall not be responsible for any maintenance, repair or replacement of the Greenway Improvements but may notify the County if repairs may be necessary.

4.3.2 County Local Improvement Maintenance. The County will be responsible for all routine maintenance for those segments of any City Improvements shown on Exhibit 3 and any addendum to Exhibit 3, if any (collectively referred to herein as "Exhibit 3"). The specific tasks required for routine maintenance relating to individual City Improvements shall be identified on the applicable portion of Exhibit 3. Unless otherwise specified on Exhibit 3, the County shall not be responsible for any maintenance, repair and replacement of the City Improvements but may notify the City if repairs may be necessary.

4.3.3 Payment for Cooperative Maintenance. A Party assuming a maintenance obligation under this Agreement shall be compensated according to the amounts, if any, identified on the applicable Exhibit. By way of example, the Exhibits may identify a per mile charge for certain tasks (such as snow removal, cleaning, mowing) and/or a per unit or flat charge for certain tasks (such as emptying trash receptacles), or any other appropriate compensation method agreeable to the Parties. In addition, the Parties may provide on the Exhibits that no compensation is appropriate if the Parties agree that their shared maintenance obligations for each other's improvements are roughly equal.

4.3.4 Adjustments for Cooperative Maintenance Payments. The City and the County will meet prior to June 1 each year as provided in Article 6 of this Agreement, to evaluate and establish the compensation rates that will be applicable to their respective maintenance obligations for the following calendar year, and the compensation rates may be modified by agreement of the Parties. Following the annual meeting, a Party proposing an increase in compensation rates shall provide written notice of such increase to the other Party's Authorized Representative. The Authorized Representative will respond in writing within 60 days and may request additional information or may, in its discretion, accept or reject the proposed rate increase. If the rate increase is accepted, the Parties shall memorialize a modification to the applicable Exhibit by amendment or by separate addendum referencing this Agreement. If the proposed compensation rate increase is rejected or if the proposed increase has not been accepted or rejected in writing within 60 days from the date the written proposal was submitted, the proposing Party may terminate this Agreement as set forth in Section 8.1.

4.4 New Improvements. The Parties will coordinate on the installation of new Greenway improvements and new City improvements that may be connected to current or future Greenway improvements (the "Additional Improvements"). The Parties may include Additional Improvements within the cooperative maintenance responsibilities identified in 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 7.3 of this Agreement.

ARTICLE 5

ACCESS AND USE RIGHTS

5.1 City Access to Greenway Easements. The City may reasonably access the Greenway Improvements for purposes of fulfilling its obligations under this Agreement and for other purposes related to routine work relating to the City Improvements. The City will contact the County prior to beginning any work that requires Greenway closure, or the use of equipment that interrupts or interferes with the County or the public's use of the Greenway Improvements. The City may be required to obtain a special use permit from the County for such extended access.

5.2 County Access to City Right-of-Way and Property. The County may reasonably access City right-of-way and other City-owned property for purposes of fulfilling its obligations under this Agreement and for other purposes in connection with routine work relating to improvements owned by the County and connected to City Improvements. The County will contact the City prior to beginning any work that requires any closure of City right-of-way, or the use of equipment that interrupts or interferes with the City's or the public's use of City right-of-way or other property. The County may be required to obtain a special use permit from the City for such extended access.

5.3 Perpetual License for Greenway Improvements. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway Improvements for those Greenway segments shown on Exhibit 1 that are located on City property or within City right-of-way. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the Greenway Improvements pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

5.4 Permanent Easements for Greenway Improvements. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.3 with permanent easements for the Greenway Improvements shown on Exhibit 1. The City will execute documents reasonably necessary to convey permanent easements for the Greenway Improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

ARTICLE 6 ANNUAL REVIEW

The parties shall confer annually to review the parties' respective maintenance obligations and to discuss any issues the parties may have relating to this Agreement. The annual meeting shall occur on or before June 1 of each year, unless a later date is agreeable to both parties for their convenience.

ARTICLE 7 AMENDMENTS

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

7.2 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 7.1. Notwithstanding the foregoing, the Parties may adjust the compensation rates provided for in Section 4.3.4 through a written addendum explicitly referencing this Agreement and the applicable Exhibit(s). Modification of the maintenance obligations identified in the Exhibits to this Agreement made for the convenience of the Parties shall be considered a non-material amendment, 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 7.2 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.

7.3. Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Greenway Improvement segments to or from Exhibit 1 or the modification of maintenance obligations that, in the view of an individual Party, significantly impact that Party's maintenance budget, including but not limited to costs of materials, equipment, and wages, shall require authorization and approval by the Parties' respective governing bodies. A Party may unilaterally choose to have its governing body approve an increase in compensation rates established in Section 4.3.4 of this Agreement. A decision by a Party to have its governing body approve one or more annual compensation rate increases shall not require the other Party to also request approval from its governing body.

ARTICLE 8
TERMINATION

8.1 With or Without Cause. This Agreement may be terminated with or without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the 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.

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 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:

To the City:

To the County:

Georg T. Fischer
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

9.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

City Liaison

County Liaison

Tony Wotzka
Parks Greenway Manager
952-891-7966
tony.wotzka@co.dakota.mn.us

ARTICLE 10
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 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11

GENERAL PROVISIONS

11.1 Conflict Resolution. The County and City will cooperate in the coordination of operations and maintenance of the Greenway Improvements, City Improvements, and any Additional Improvements. 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

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

11.9 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.

11.10 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.

11.11 Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement, including any addendum to an Exhibit, are each true and correct, and are incorporated into and made part of this Agreement.

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 of signature: _____

County Board Res. No. _____

CITY OF LAKEVILLE

By: _____
Luke Hellier, Mayor

Date of signature: _____

By: _____
Ann Orlofsky, City Clerk

COUNTY GREENWAY IMPROVEMENTS

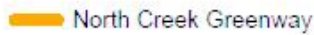


EXHIBIT 2

CITY GREENWAY MAINTENANCE OBLIGATIONS

I. Maintenance

A. North Creek Greenway: Duncan Ct (Lakeville City boundary) to East Community Park (1.75 mi)

- (1) Snow removal from trail and bench nodes
- (2) Mowing 2' per side and around nodes, including string trimming around infrastructure
- (3) Trimming branches and vegetation from the 2' clear zone
- (4) No Trash and Recycling Container removal (County responsible)

Assumes mowing 30 times a season and 30 snow events on average.

II. Reimbursement

A. North Creek Greenway: Duncan Ct (Lakeville City boundary) to East Community Park

- a. \$1,750 snow removal
- b. \$1,750 mowing
- c. \$250 brush and tree trimming

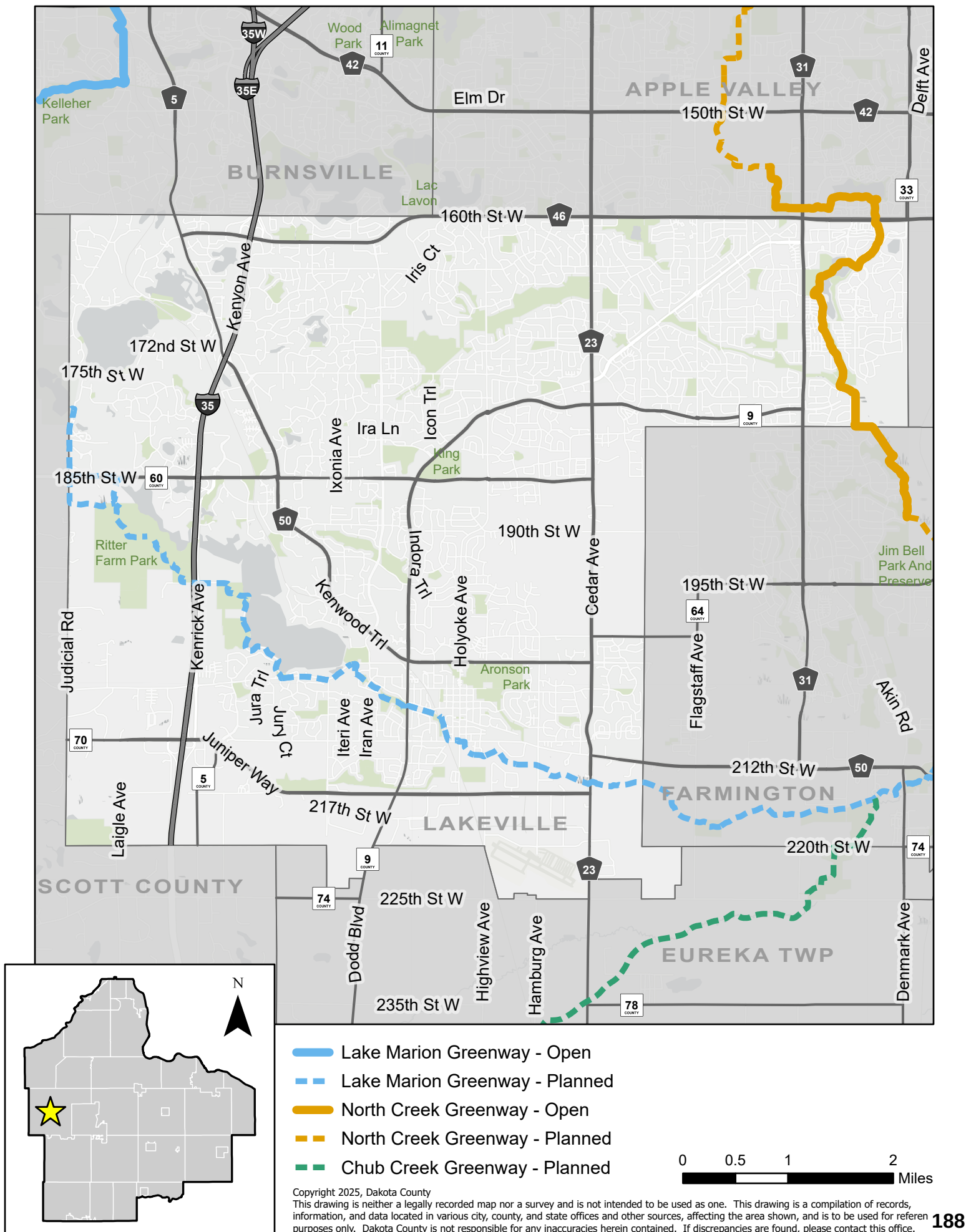
Total: 1.75 miles @ \$3,750 per mile = \$6,562.50

EXHIBIT 3

COUNTY MAINTENANCE OBLICATIONS FOR CITY TRAILS AND FACILITIES

NONE

DRAFT





Board of Commissioners

Request for Board Action

Item Number: DC-4696

Agenda #: 10.2

Meeting Date: 11/4/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Hastings For Greenway And Trail Segment Maintenance

PURPOSE/ACTION REQUESTED

Authorize the execution of a city-wide maintenance agreement with the City of Hastings for the Mississippi River Greenway and Vermillion River Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards (Attachment: Draft Maintenance Agreement).

SUMMARY

By Resolution No. 99-526 (September 21, 1999), the Mississippi River Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the Mississippi River Greenway from St. Paul to Hastings. By Resolution No. 19-767 (October 29, 2019), the Vermillion River Greenway - Hastings Segment Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the Vermillion River Greenway from within the Hastings city limits. The proposed Draft Maintenance Agreement is a new template that creates a standard city-wide maintenance agreement for Greenway segments and infrastructure, rather than multiple individual agreements for segments or separate projects. A primary goal is to create efficiencies for both the County and City. The proposed Maintenance Agreement will define maintenance responsibilities for approximately 4.4 miles of existing and recently reconstructed Mississippi River Greenway regional trail, as well as the 2024 - 2025 County-led project P00301 which reconstructed 2.1 miles of new and reconstructed trail, including a new bridge over Tributary No. 1 to the Vermillion River (Attachment: Project Location Map). Subsequent amendments to the agreement will be completed by adding or revising exhibits when new infrastructure is added, like future segments of the Mississippi River Greenway and Vermillion River Greenway, or if maintenance terms change.

RECOMMENDATION

Staff recommends Dakota County execute a Maintenance Agreement with the City of Hastings for Greenway and trail segments within the city boundaries of Hastings for the Mississippi River Greenway, Vermillion River Greenway that require maintenance and reimbursement responsibilities.

EXPLANATION OF FISCAL/FTE IMPACTS

The City of Hastings will perform routine maintenance of the Greenway Regional trails, with the County responsible for routine and deferred maintenance, or replacement, of Greenway Regional trail infrastructure. The County reimburses cities with funds from the Facilities Department operating

budget, which is funded by Levy, General Fund and CPA funding sources. 2025 estimates include reimbursing the City about \$4,000 per mile, unless otherwise negotiated between the County and the City.

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

RESOLUTION

WHEREAS, by Resolution No. 99-526 (September 21, 1999), the Dakota County Board of Commissioners adopted the Mississippi River Greenway Master Plan; and

WHEREAS, by Resolution No. 19-767 (October 29, 2019), the Dakota County Board of Commissioners adopted the Vermillion River Greenway Master Plan; and

WHEREAS, Dakota County has constructed or reconstructed about 4.4 miles of the Mississippi River Greenway to Dakota County Greenway standards in 2020 and 2021 and constructed or reconstructed about 2.1 miles of the Vermillion River Greenway in 2024 and 2025; and

WHEREAS, it is mutually agreeable for the City of Hastings and Dakota County to execute a maintenance agreement to define the routine, deferred, and replacement responsibilities of the County's Greenway, site amenities and furnishings, vegetation, utilities, and structural infrastructure like bridges or tunnels; and

WHEREAS, Dakota County will reimburse the City of Hastings annually for routine maintenance activities at an agreed-upon rate per mile of Greenway; and

WHEREAS, Dakota County will continue to perform routine trail inspections, graffiti removal, and routine, deferred, and replacement maintenance of Greenway infrastructure; and

WHEREAS, sufficient funds are available in the Asset Preservation Set-aside project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a Maintenance Agreement, as substantially presented, with the City of Hastings for the Mississippi River Greenway and Vermillion River Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

99-526; 9/21/99

18-422; 8/21/18

19-768; 10/29/19

23-406; 1/27/23

ATTACHMENTS

Attachment: Project Location Map

Attachment: Draft Maintenance 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: Tony Wotzka

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE CITY OF HASTINGS
FOR MAINTENANCE OF GREENWAYS, TRAILS AND ASSOCIATED IMPROVEMENTS**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the City of Hastings (“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, the Parties have cooperated and intend to continue to cooperate in the construction of various Greenway and other regional and local trail segments and associated improvements within the City.

WHEREAS, the City and County recognize that it may be efficient and cost-effective to share resources and cooperate in maintaining certain Greenway and trail segments and their associated improvements.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master maintenance agreement for all Greenway and trail segments within the City, and to provide for that agreement to be modified over time as improvements are added or removed and as cooperative opportunities and maintenance efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of identifying cooperative maintenance opportunities and the responsibilities of the Parties for maintaining various regional and local improvements within the City.

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 maintenance of Greenways and other regional and local trail segments located within the City and their associated improvements, 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 as provided herein, or until termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3

MAINTENANCE

4.1 County Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County will be responsible for the routine maintenance, repair and replacement of the County's trail improvements located within the Greenway segment(s) shown on the attached Exhibit 1 (the "Greenway Improvements"), at no cost to the City. The County's maintenance obligations shall be limited to those Greenway Improvements constructed within areas for which the County has an easement or other right to use and maintain property for the Greenway Improvements, including through this Agreement, as determined by the County. The County will maintain, repair and replace the Greenway Improvements according to the County's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the County in its sole discretion.

4.2 City Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the City will be responsible for all routine maintenance, repair and replacement of any City-owned trail improvements connected to the Greenway Improvements (the "City Improvements"), at no cost to the County. The City will maintain the City Improvements according to the City's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the City in its sole discretion.

4.3 Cooperative Maintenance Responsibilities, Payment.

4.3.1 City Greenway Maintenance. The City will be responsible for routine maintenance for those Greenway Improvement segments shown on Exhibit 2 and any addendum to Exhibit 2 (collectively referred to herein as "Exhibit 2"). The specific tasks required for routine maintenance relating to individual Greenway segments shall be identified on the applicable portion of Exhibit 2. Unless otherwise specified on Exhibit 2, the City shall not be responsible for any maintenance, repair or replacement of the Greenway Improvements but may notify the County if repairs may be necessary.

4.3.2 County Local Improvement Maintenance. The County will be responsible for all routine maintenance for those segments of any City Improvements shown on Exhibit 3 and any addendum to Exhibit 3, if any (collectively referred to herein as "Exhibit 3"). The specific tasks required for routine maintenance relating to individual City Improvements shall be identified on the applicable portion of Exhibit 3. Unless otherwise specified on Exhibit 3, the County shall not be responsible for any maintenance, repair and replacement of the City Improvements but may notify the City if repairs may be necessary.

4.3.3 Payment for Cooperative Maintenance. A Party assuming a maintenance obligation under this Agreement shall be compensated according to the amounts, if any, identified on the applicable Exhibit. By way of example, the Exhibits may identify a per mile charge for certain tasks (such as snow removal, cleaning, mowing) and/or a per unit or flat charge for certain tasks (such as emptying trash receptacles), or any other appropriate compensation method agreeable to the Parties. In addition, the Parties may provide on the Exhibits that no compensation is appropriate if the Parties agree that their shared maintenance obligations for each other's improvements are roughly equal.

4.3.4 Adjustments for Cooperative Maintenance Payments. The City and the County will meet prior to June 1 each year as provided in Article 6 of this Agreement, to evaluate and establish the compensation rates that will be applicable to their respective maintenance obligations for the following calendar year, and the compensation rates may be modified by agreement of the Parties. Following the annual meeting, a Party proposing an increase in compensation rates shall provide written notice of such increase to the other Party's Authorized Representative. The Authorized Representative will respond in writing within 60 days and may request additional information or may, in its discretion, accept or reject the proposed rate increase. If the rate increase is accepted, the Parties shall memorialize a modification to the applicable Exhibit by amendment or by separate addendum referencing this Agreement. If the proposed compensation rate increase is rejected or if the proposed increase has not been accepted or rejected in writing within 60 days from the date the written proposal was submitted, the proposing Party may terminate this Agreement as set forth in Section 8.1.

4.4 New Improvements. The Parties will coordinate on the installation of new Greenway improvements and new City improvements that may be connected to current or future Greenway improvements (the "Additional Improvements"). The Parties may include Additional Improvements within the cooperative maintenance responsibilities identified in 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 7.3 of this Agreement.

ARTICLE 5

ACCESS AND USE RIGHTS

5.1 City Access to Greenway Easements. The City may reasonably access the Greenway Improvements for purposes of fulfilling its obligations under this Agreement and for other purposes related to routine work relating to the City Improvements. The City will contact the County prior to beginning any work that requires Greenway closure, or the use of equipment that interrupts or interferes with the County or the public's use of the Greenway Improvements. The City may be required to obtain a special use permit from the County for such extended access.

5.2 County Access to City Right-of-Way and Property. The County may reasonably access City right-of-way and other City-owned property for purposes of fulfilling its obligations under this Agreement and for other purposes in connection with routine work relating to improvements owned by the County and connected to City Improvements. The County will contact the City prior to beginning any work that requires any closure of City right-of-way, or the use of equipment that interrupts or interferes with the City's or the public's use of City right-of-way or other property. The County may be required to obtain a special use permit from the City for such extended access.

5.3 Perpetual License for Greenway Improvements. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway Improvements for those Greenway segments shown on Exhibit 1 that are located on City property or within City right-of-way. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the Greenway Improvements pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

5.4 Permanent Easements for Greenway Improvements. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.3 with permanent easements for the Greenway Improvements shown on Exhibit 1. The City will execute documents reasonably necessary to convey permanent easements for the Greenway Improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

ARTICLE 6 ANNUAL REVIEW

The parties shall confer annually to review the parties' respective maintenance obligations and to discuss any issues the parties may have relating to this Agreement. The annual meeting shall occur on or before June 1 of each year, unless a later date is agreeable to both parties for their convenience.

ARTICLE 7 AMENDMENTS

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

7.2 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 7.1. Notwithstanding the foregoing, the Parties may adjust the compensation rates provided for in Section 4.3.4 through a written addendum explicitly referencing this Agreement and the applicable Exhibit(s). Modification of the maintenance obligations identified in the Exhibits to this Agreement made for the convenience of the Parties shall be considered a non-material amendment, 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 7.2 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.

7.3. Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Greenway Improvement segments to or from Exhibit 1 or the modification of maintenance obligations that, in the view of an individual Party, significantly impact that Party's maintenance budget, including but not limited to costs of materials, equipment, and wages, shall require authorization and approval by the Parties' respective governing bodies. A Party may unilaterally choose to have its governing body approve an increase in compensation rates established in Section 4.3.4 of this Agreement. A decision by a Party to have its governing body approve one or more annual compensation rate increases shall not require the other Party to also request approval from its governing body.

ARTICLE 8
TERMINATION

8.1 With or Without Cause. This Agreement may be terminated with or without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the 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.

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 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:

To the City:

To the County:

Georg T. Fischer
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

9.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

City Liaison

County Liaison

Tony Wotzka
Parks Greenway Manager
952-891-7966
tony.wotzka@co.dakota.mn.us

ARTICLE 10
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 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11

GENERAL PROVISIONS

11.1 Conflict Resolution. The County and City will cooperate in the coordination of operations and maintenance of the Greenway Improvements, City Improvements, and any Additional Improvements. 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

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

11.9 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.

11.10 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.

11.11 Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement, including any addendum to an Exhibit, are each true and correct, and are incorporated into and made part of this Agreement.

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 of signature: _____

County Board Res. No. _____

CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

Date of signature: _____

By: _____
_____, City Clerk

EXHIBIT 1

COUNTY GREENWAY IMPROVEMENTS



EXHIBIT 2

CITY GREENWAY MAINTENANCE OBLIGATIONS

Maintenance

A. Mississippi River Greenway: Riverdale Drive (Hastings City Boundary) to CP Adams Park (4.25 mi)

- (1) Snow removal from trail and bench nodes
- (2) Mowing 2' per side and around nodes, including string trimming around infrastructure
- (3) Trimming branches and vegetation from the 2' clear zone
- (4) Trash and Recycling Container removal

Assumes mowing 30 times a season and 30 snow events on average.

B. Vermillion River Greenway: County Road 47 to CP Adams Park (2.25 mi)

- (1) Snow removal from trail and bench nodes
- (2) Mowing 2' per side and around nodes, including string trimming around infrastructure
- (3) Trimming branches and vegetation from the 2' clear zone
- (4) Trash and Recycling Container removal

Assumes mowing 30 times a season and 30 snow events on average.

II. Reimbursement

A. Mississippi River Greenway: Riverdale Drive (Hastings City Boundary) to CP Adams Park

- a. \$1,750 snow removal
- b. \$1,750 mowing
- c. \$250 brush and tree trimming
- d. \$250 trash and recycling removal

Total: 4.25 miles @ \$4,000 per mile = \$17,000

B. Vermillion River Greenway: County Road 47 to CP Adams Park

- a. \$1,750 snow removal
- b. \$1,750 mowing
- c. \$250 brush and tree trimming
- d. \$250 trash and recycling removal

Total: 2.25 miles @ \$4,000 per mile = \$9,000

EXHIBIT 3

COUNTY MAINTENANCE OBLICATIONS FOR CITY TRAILS AND FACILITIES

NONE

DRAFT



Board of Commissioners

Request for Board Action

Item Number: DC-4697

Agenda #: 10.3

Meeting Date: 11/4/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Farmington For Greenway And Trail Segment Maintenance

PURPOSE/ACTION REQUESTED

Authorize the execution of a city-wide maintenance agreement with the City of Farmington for the North Creek Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards (Attachment: Draft Maintenance Agreement). Additional segments of the North Creek Greenway, Lake Marion Greenway, Vermillion River Greenway, Vermillion Highlands Greenway and Chub Creek Greenway will be added through contract amendments (Attachment: Open and Planned Map).

SUMMARY

By Resolution No. 11-517 (October 18, 2011), the North Creek Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the North Creek Greenway from Lebanon Hills Regional Park to downtown Farmington. The proposed Draft Maintenance Agreement is a new template that creates a standard city-wide maintenance agreement for Greenway segments and infrastructure, rather than multiple individual agreements for segments or separate projects. A primary goal is to create efficiencies for both the County and City. The proposed agreement will define maintenance responsibilities for the 2024 - 2025 County-led project P00146 which constructed 2.2 miles of new and reconstructed trail, including two new trail bridges over the North Creek and adjacent tributaries and wetlands in the cities of Lakeville and Farmington (Attachment: Project Location Map). Subsequent amendments to the agreement will be completed by adding or revising exhibits when new infrastructure is added, like future segments of the North Creek Greenway, Lake Marion Greenway, Vermillion River Greenway, Vermillion Highlands Greenway and Chub Creek Greenway, or if maintenance terms change.

RECOMMENDATION

Staff recommends Dakota County execute a city-wide Maintenance Agreement with the City of Farmington for Greenway and trail segments within the city boundaries of Farmington for the North Creek Greenway that require maintenance and reimbursement responsibilities.

EXPLANATION OF FISCAL/FTE IMPACTS

The City of Farmington will perform routine maintenance of the Greenway Regional trail, with the County responsible for deferred maintenance or replacement of Greenway Regional trail infrastructure. The County reimburses cities with funds from the Facilities Department operating budget, which is funded by Levy, General Fund and CPA funding sources. 2025 estimates include

reimbursing the City about \$4,000 per mile, unless otherwise negotiated between the County and City. Sufficient funding is available for this maintenance agreement.

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

RESOLUTION

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

WHEREAS, Dakota County has constructed or reconstructed about 1.2 miles of the North Creek Greenway to Dakota County Greenway standards in 2024 and 2025; and

WHEREAS, it is mutually agreeable for the City of Farmington and Dakota County to execute a maintenance agreement to define the routine, deferred, and replacement responsibilities of the County's Greenway, site amenities and furnishings, vegetation, utilities, and structural infrastructure like bridges or tunnels; and

WHEREAS, Dakota County will reimburse the City of Farmington annually for routine maintenance activities at an agreed-upon rate per mile of Greenway; and

WHEREAS, Dakota County will continue to perform routine trail inspections, graffiti removal, and routine, deferred, and replacement maintenance of Greenway infrastructure; and

WHEREAS, sufficient funds are available in the Asset Preservation Set-aside project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a Maintenance Agreement, as substantially presented, with the City of Farmington for the North Creek Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

11-514; 10/18/11

23-326; 7/18/23

ATTACHMENTS

Attachment: Project Location Map

Attachment: Draft Maintenance Agreement

Attachment: Open and Planned Map

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE CITY OF FARMINGTON
FOR MAINTENANCE OF GREENWAYS, TRAILS AND ASSOCIATED IMPROVEMENTS**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the City of Farmington (“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, the Parties have cooperated and intend to continue to cooperate in the construction of various Greenway and other regional and local trail segments and associated improvements within the City.

WHEREAS, the City and County recognize that it may be efficient and cost-effective to share resources and cooperate in maintaining certain Greenway and trail segments and their associated improvements.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master maintenance agreement for all Greenway and trail segments within the City, and to provide for that agreement to be modified over time as improvements are added or removed and as cooperative opportunities and maintenance efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of identifying cooperative maintenance opportunities and the responsibilities of the Parties for maintaining various regional and local improvements within the City.

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 maintenance of Greenways and other regional and local trail segments located within the City and their associated improvements, 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 as provided herein, or until termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3

MAINTENANCE

4.1 County Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County will be responsible for the routine maintenance, repair and replacement of the County's trail improvements located within the Greenway segment(s) shown on the attached Exhibit 1 (the "Greenway Improvements"), at no cost to the City. The County's maintenance obligations shall be limited to those Greenway Improvements constructed within areas for which the County has an easement or other right to use and maintain property for the Greenway Improvements, including through this Agreement, as determined by the County. The County will maintain, repair and replace the Greenway Improvements according to the County's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the County in its sole discretion.

4.2 City Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the City will be responsible for all routine maintenance, repair and replacement of any City-owned trail improvements connected to the Greenway Improvements (the "City Improvements"), at no cost to the County. The City will maintain the City Improvements according to the City's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the City in its sole discretion.

4.3 Cooperative Maintenance Responsibilities, Payment.

4.3.1 City Greenway Maintenance. The City will be responsible for routine maintenance for those Greenway Improvement segments shown on Exhibit 2 and any addendum to Exhibit 2 (collectively referred to herein as "Exhibit 2"). The specific tasks required for routine maintenance relating to individual Greenway segments shall be identified on the applicable portion of Exhibit 2. Unless otherwise specified on Exhibit 2, the City shall not be responsible for any maintenance, repair or replacement of the Greenway Improvements but may notify the County if repairs may be necessary.

4.3.2 County Local Improvement Maintenance. The County will be responsible for all routine maintenance for those segments of any City Improvements shown on Exhibit 3 and any addendum to Exhibit 3, if any (collectively referred to herein as "Exhibit 3"). The specific tasks required for routine maintenance relating to individual City Improvements shall be identified on the applicable portion of Exhibit 3. Unless otherwise specified on Exhibit 3, the County shall not be responsible for any maintenance, repair and replacement of the City Improvements but may notify the City if repairs may be necessary.

4.3.3 Payment for Cooperative Maintenance. A Party assuming a maintenance obligation under this Agreement shall be compensated according to the amounts, if any, identified on the applicable Exhibit. By way of example, the Exhibits may identify a per mile charge for certain tasks (such as snow removal, cleaning, mowing) and/or a per unit or flat charge for certain tasks (such as emptying trash receptacles), or any other appropriate compensation method agreeable to the Parties. In addition, the Parties may provide on the Exhibits that no compensation is appropriate if the Parties agree that their shared maintenance obligations for each other's improvements are roughly equal.

4.3.4 Adjustments for Cooperative Maintenance Payments. The City and the County will meet prior to June 1 each year as provided in Article 6 of this Agreement, to evaluate and establish the compensation rates that will be applicable to their respective maintenance obligations for the following calendar year, and the compensation rates may be modified by agreement of the Parties. Following the annual meeting, a Party proposing an increase in compensation rates shall provide written notice of such increase to the other Party's Authorized Representative. The Authorized Representative will respond in writing within 60 days and may request additional information or may, in its discretion, accept or reject the proposed rate increase. If the rate increase is accepted, the Parties shall memorialize a modification to the applicable Exhibit by amendment or by separate addendum referencing this Agreement. If the proposed compensation rate increase is rejected or if the proposed increase has not been accepted or rejected in writing within 60 days from the date the written proposal was submitted, the proposing Party may terminate this Agreement as set forth in Section 8.1.

4.4 New Improvements. The Parties will coordinate on the installation of new Greenway improvements and new City improvements that may be connected to current or future Greenway improvements (the "Additional Improvements"). The Parties may include Additional Improvements within the cooperative maintenance responsibilities identified in 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 7.3 of this Agreement.

ARTICLE 5

ACCESS AND USE RIGHTS

5.1 City Access to Greenway Easements. The City may reasonably access the Greenway Improvements for purposes of fulfilling its obligations under this Agreement and for other purposes related to routine work relating to the City Improvements. The City will contact the County prior to beginning any work that requires Greenway closure, or the use of equipment that interrupts or interferes with the County or the public's use of the Greenway Improvements. The City may be required to obtain a special use permit from the County for such extended access.

5.2 County Access to City Right-of-Way and Property. The County may reasonably access City right-of-way and other City-owned property for purposes of fulfilling its obligations under this Agreement and for other purposes in connection with routine work relating to improvements owned by the County and connected to City Improvements. The County will contact the City prior to beginning any work that requires any closure of City right-of-way, or the use of equipment that interrupts or interferes with the City's or the public's use of City right-of-way or other property. The County may be required to obtain a special use permit from the City for such extended access.

5.3 Perpetual License for Greenway Improvements. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway Improvements for those Greenway segments shown on Exhibit 1 that are located on City property or within City right-of-way. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the Greenway Improvements pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

5.4 Permanent Easements for Greenway Improvements. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.3 with permanent easements for the Greenway Improvements shown on Exhibit 1. The City will execute documents reasonably necessary to convey permanent easements for the Greenway Improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

ARTICLE 6 ANNUAL REVIEW

The parties shall confer annually to review the parties' respective maintenance obligations and to discuss any issues the parties may have relating to this Agreement. The annual meeting shall occur on or before June 1 of each year, unless a later date is agreeable to both parties for their convenience.

ARTICLE 7 AMENDMENTS

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

7.2 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 7.1. Notwithstanding the foregoing, the Parties may adjust the compensation rates provided for in Section 4.3.4 through a written addendum explicitly referencing this Agreement and the applicable Exhibit(s). Modification of the maintenance obligations identified in the Exhibits to this Agreement made for the convenience of the Parties shall be considered a non-material amendment, 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 7.2 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.

7.3. Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Greenway Improvement segments to or from Exhibit 1 or the modification of maintenance obligations that, in the view of an individual Party, significantly impact that Party's maintenance budget, including but not limited to costs of materials, equipment, and wages, shall require authorization and approval by the Parties' respective governing bodies. A Party may unilaterally choose to have its governing body approve an increase in compensation rates established in Section 4.3.4 of this Agreement. A decision by a Party to have its governing body approve one or more annual compensation rate increases shall not require the other Party to also request approval from its governing body.

ARTICLE 8
TERMINATION

8.1 With or Without Cause. This Agreement may be terminated with or without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the 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.

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 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:

To the City:

To the County:

Georg T. Fischer
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

9.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

City Liaison

County Liaison

Tony Wotzka
Parks Greenway Manager
952-891-7966
tony.wotzka@co.dakota.mn.us

ARTICLE 10
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 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11

GENERAL PROVISIONS

11.1 Conflict Resolution. The County and City will cooperate in the coordination of operations and maintenance of the Greenway Improvements, City Improvements, and any Additional Improvements. 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

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

11.9 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.

11.10 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.

11.11 Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement, including any addendum to an Exhibit, are each true and correct, and are incorporated into and made part of this Agreement.

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

DAKOTA COUNTY

CITY OF FARMINGTON

By: _____
Georg T. Fischer, Director
Physical Development Division

By: _____
Joshua Hoyt, Mayor

Date of signature: _____

Date of signature: _____

County Board Res. No. _____

By: _____
Shirley R Buecksler, City Clerk

EXHIBIT 1

COUNTY GREENWAY IMPROVEMENTS

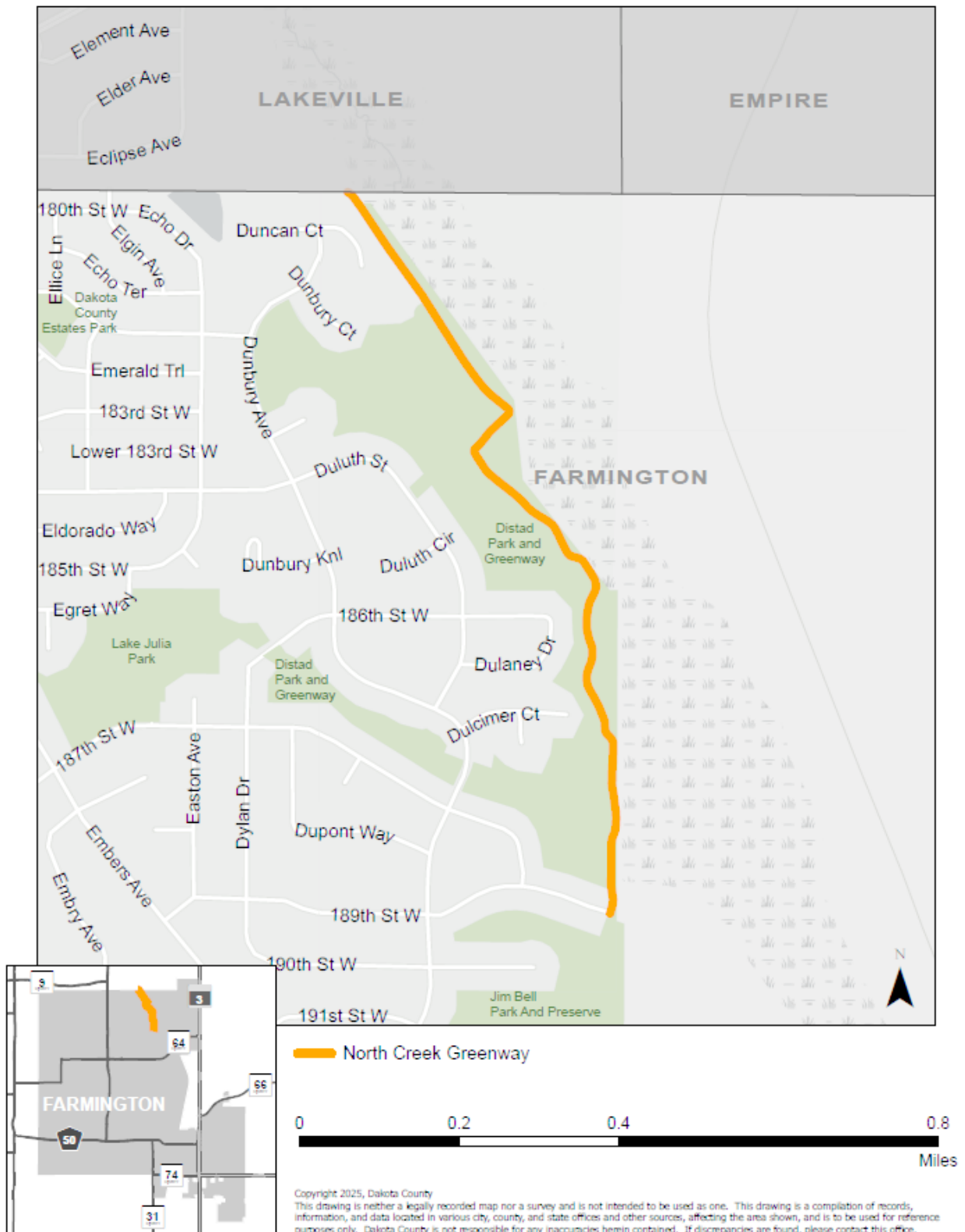


EXHIBIT 2

CITY GREENWAY MAINTENANCE OBLIGATIONS

I. Maintenance

A. North Creek Greenway: 189th Street West north to 180th Street West (Farmington City boundary) (1.25mi)

- (1) Snow removal from trail and bench nodes
- (2) Mowing 2' per side and around nodes, including string trimming around infrastructure
- (3) Trash Removal, twice a week
- (4) Trimming branches and vegetation from the 2' clear zone

Assumes mowing 30 times a season, 30 snow events on average, and trash twice a week.

II. Reimbursement

A. North Creek Greenway: 189th Street West north to 180th Street West (Farmington City boundary)

- a. \$1,750 snow removal
- b. \$1,750 mowing
- c. \$250 brush and tree trimming
- d. \$250 trash removal

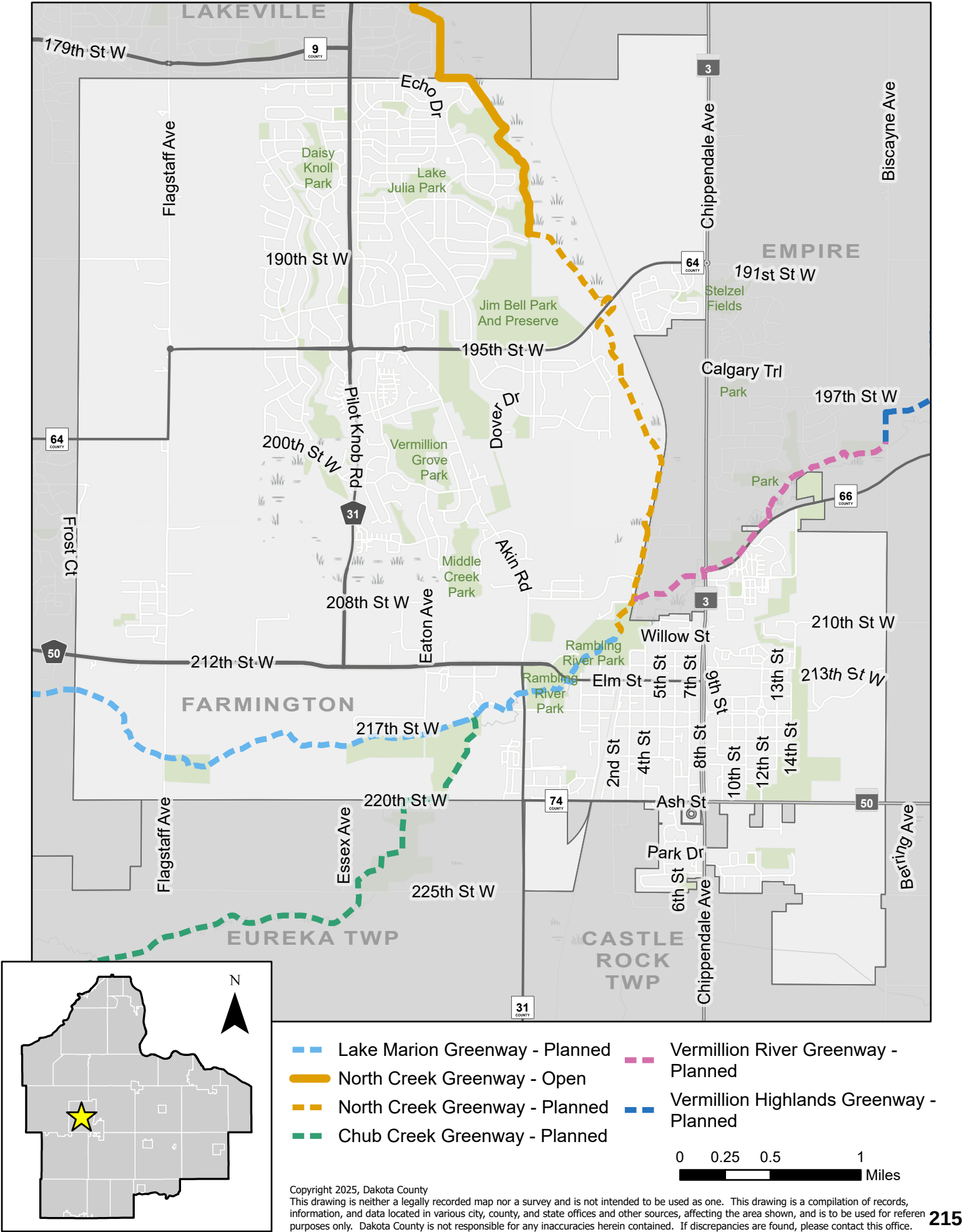
Total: 1.25 miles @ \$4,000 per mile = \$5,000

EXHIBIT 3

COUNTY MAINTENANCE OBLICATIONS FOR CITY TRAILS AND FACILITIES

NONE

DRAFT





Board of Commissioners

Request for Board Action

Item Number: DC-4295

Agenda #: 10.4

Meeting Date: 11/4/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Consultant Contract With SRF Consulting Group, Inc., For Professional Services, And Amend 2025 Adopted Budget For County State Aid Highway 56 And 28 In City Of Inver Grove Heights, County Projects 56-14, And 28-69

PURPOSE/ACTION REQUESTED

- Authorize execution of a new consultant contract with SRF Consulting Group, Inc. in the amount of \$186,902 for final design services related to pedestrian and bicyclist safety improvements on County State Aid Highway (CSAH) 56 and multi-use trail construction on CSAH 28, as part of County Projects (CP) 56-14 and 28-69 in Inver Grove Heights. The previous contract (Contract #C0035774) expired on December 31, 2024.
- Authorize an amendment to the 2025 Capital Improvement Program (CIP) Adopted Budget for the construction of County Projects (CP) 56-14 and 28-69 in Inver Grove Heights.

SUMMARY

Dakota County is advancing two coordinated projects to support a safe and efficient multimodal transportation system. County Project 56-14 focuses on pedestrian and bicyclist safety improvements along CSAH 56 from Chestnut Street in South St. Paul to Coffman Path in Inver Grove Heights, including intersection upgrades, enhanced pedestrian crossings, and accessibility improvements. County Project 28-69 addresses a critical trail gap by constructing a multi-use trail and making associated crossing improvements along CSAH 28, from 500 feet east of Cahill Avenue to CSAH 56, thereby strengthening the County's trail network connectivity (See Attachment: Project Location Maps)

Additional Contract Request

By Resolution No. 22-354 (August 23, 2022), By Resolution No. 23-149 (April 11, 2023), and By Resolution No. 23-485 (October 24, 2024), the County Board authorized the execution of a contract and subsequent amendments with SRF Consulting Group, Inc., for design services related to CP 56-14 and CP 28-69. The original contract scope included public engagement, evaluation of pedestrian and bicyclist safety improvements along the corridor, and final design of basic crossing enhancements.

Amendment 1 expanded the scope based on preliminary engineering findings that identified additional safety improvements well-suited to the corridor. These elements were innovative within the Dakota County Transportation system and required additional coordination and iterations for staff approval. It also included roadway improvements not originally scoped, such as turn lane removals,

which necessitated further preliminary and final engineering.

Amendment 2 was initiated following the award of a \$2,300,000 RAISE grant and \$500,000 in Active Transportation funding. These funds enabled Dakota County to pursue the full scope of improvements identified in the preliminary engineering for CP 56-14 and to construct the trail gap on CSAH 28 from 500 feet east of Cahill Avenue to CSAH 56 (CP 28-69).

The current contract request includes work that was not part of previous agreements due to the expiration of the prior contract, increased coordination needs stemming from County staff turnover, and expanded communication requirements with the City of Inver Grove Heights. To address these factors, the contract scope now includes tasks necessary to complete the final design and prepare the project bid package.

Out-of-Scope and Additional Work Included in the Contract Request

- **Task 1. Project Management - \$14,555**

Additional coordination and contract administration for new design elements and modification of plans.

- **Task 2. Public Engagement - \$4,988**

One additional public open house to communicate recent project updates and construction schedules.

- **Task 9. Plans, Specifications, and Estimates - \$98,923**

- Evaluation of additional pedestrian crossings and roadway geometry were completed based on feedback from the second open house.
- Plan changes were requested at three locations along the corridor:
 - 66th Street: Modifications to address queueing during train events.
 - North and South Dickman Trail intersections: Design revisions to accommodate heavy vehicle circulation.

- **Task 12. 80th Street Trail - \$21,090**

- Development of a tree-clearing/removal plan set to meet environmental permitting deadlines.
- Evaluation of retaining wall alternatives and enhanced intersection crossings

- **Task 13. Greenway Crossing Improvements - \$9,420**

Additional design for the greenway crossing on Nininger Road, added as part of the RAISE grant-funded improvements. This includes roadway paving and drainage modifications necessary to support the crossing

- **Task 14. Construction Administration (Fixed Budget as Authorized) - \$20,000**

an additional \$20,000 and representative hours for construction coordination activities, approval of shop drawings, preparation of change orders, supplemental instructions, and review of reports if such work is authorized by the county

- **Task 15 Recent Plan Modification and Updates-\$6,000**

- **Permit Fees - \$400**

- **Previous Contract Unused Funds - \$11,526**

Contract Value and Funding Summary

To complete the final design and prepare the project for construction, a new contract with SRF Consulting Group, Inc. is required. The total value of the new contract request is \$186,902. This includes \$11,526 of funds from the previous contract and \$175,376 for new services.

The total engineering cost for the project, including the new contract, will be \$781,896.

In accordance with the County's 2040 Transportation Plan cost participation policy, Dakota County will be responsible for 85 percent of the contract request for CP 28-69 multi-use trail construction and 100 percent of the cost-share for CP 56-14 pedestrian and bicycle improvements.

RECOMMENDATION

Staff recommends approving a new \$186,902 contract with SRF Consulting Group, Inc. to complete final design work for pedestrian and trail improvements on CSAH 56 and CSAH 28 in Inver Grove Heights. The contract replaces an expired agreement and covers added scope due to staff turnover, public feedback, and grant-funded enhancements.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation CIP adopted budget includes \$2,893,066 for CP 56-14 and \$1,459,986 for CP 28-69, carried over from previous years, for a combined total of \$4,352,652. However, these funds are primarily federal and state grant funds intended for construction costs and are not eligible to fund design costs. Therefore, a budget amendment is needed for the new contract scope of \$175,376. Project 56-14 needs an additional \$80,145 coming from Transportation Sales and Use Tax and Project 28-69 needs an additional \$95,231 funded with a combination of Wheelage Tax and revenue from the City.

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

RESOLUTION

WHEREAS, to support a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights are advancing County Project (CP) 56-14 and CP 28-69; and

WHEREAS, CP 56-14 includes intersection, pedestrian crossing, and accessibility improvements along County State Aid Highway (CSAH) 56 from Chestnut Street in South St. Paul to Coffman Path in Inver Grove Heights; and

WHEREAS, CP 28-69 includes construction of a multiuse trail and crossing improvements along CSAH 28 from 500 feet east of Cahill Avenue to CSAH 56; and

WHEREAS, Dakota County is the lead agency for both projects; and

WHEREAS, by Resolution Nos. 22-354 (August 23, 2022), 23-149 (April 11, 2023), and 23-485 (October 24, 2024), the County Board authorized a contract and subsequent amendments with SRF Consulting Group, Inc. for design services related to CP 56-14 and CP 28-69; and

WHEREAS, the previous contract with SRF Consulting Group, Inc. expired on December 31, 2024, and a new contract is required to complete the projects; and

WHEREAS, the expired contract had a remaining balance of \$11,525.71, which may be used to help fund the new contract; and

WHEREAS, staff negotiated additional scope of services in the amount of \$175,376 with SRF Consulting Group, Inc., and recommend a new contract not to exceed \$186,902 to account for additional coordination and design needs; and

WHEREAS, a budget amendment is needed to execute the new contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with SRF Consulting Group, Inc. for engineering consulting services for County Projects 56-14 and 28-69, in an amount not to exceed \$186,902, subject to approval by the County Attorney's Office as to form; and

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

Expense

CP 56-14	\$ 80,145
CP 28-69	<u>\$ 95,231</u>
Total Expense	\$175,376

Revenue

CP 56-14 (Sales and Use Tax)	\$ 80,145
CP28-69 (Wheelage Tax)	\$ 17,927
CP28-69 (City)	<u>\$ 77,304</u>
Total Revenue	\$175,376

PREVIOUS BOARD ACTION

22-354; 8/23/22

23-149; 4/11/23

23-485; 10/24/23

ATTACHMENTS

Attachment: Project Location

Attachment: New Contract Tasks Contract Memorandum

BOARD GOALS

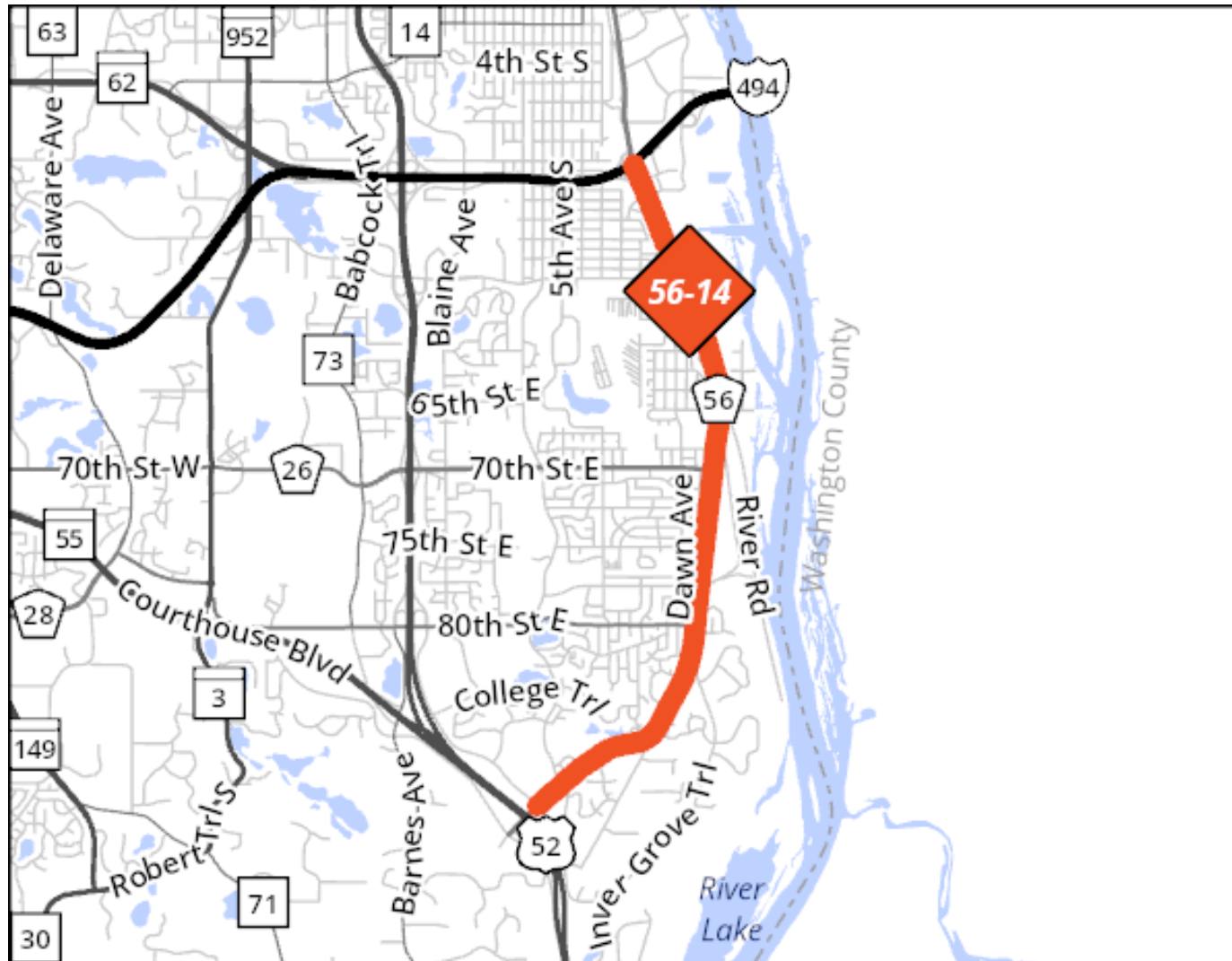
- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

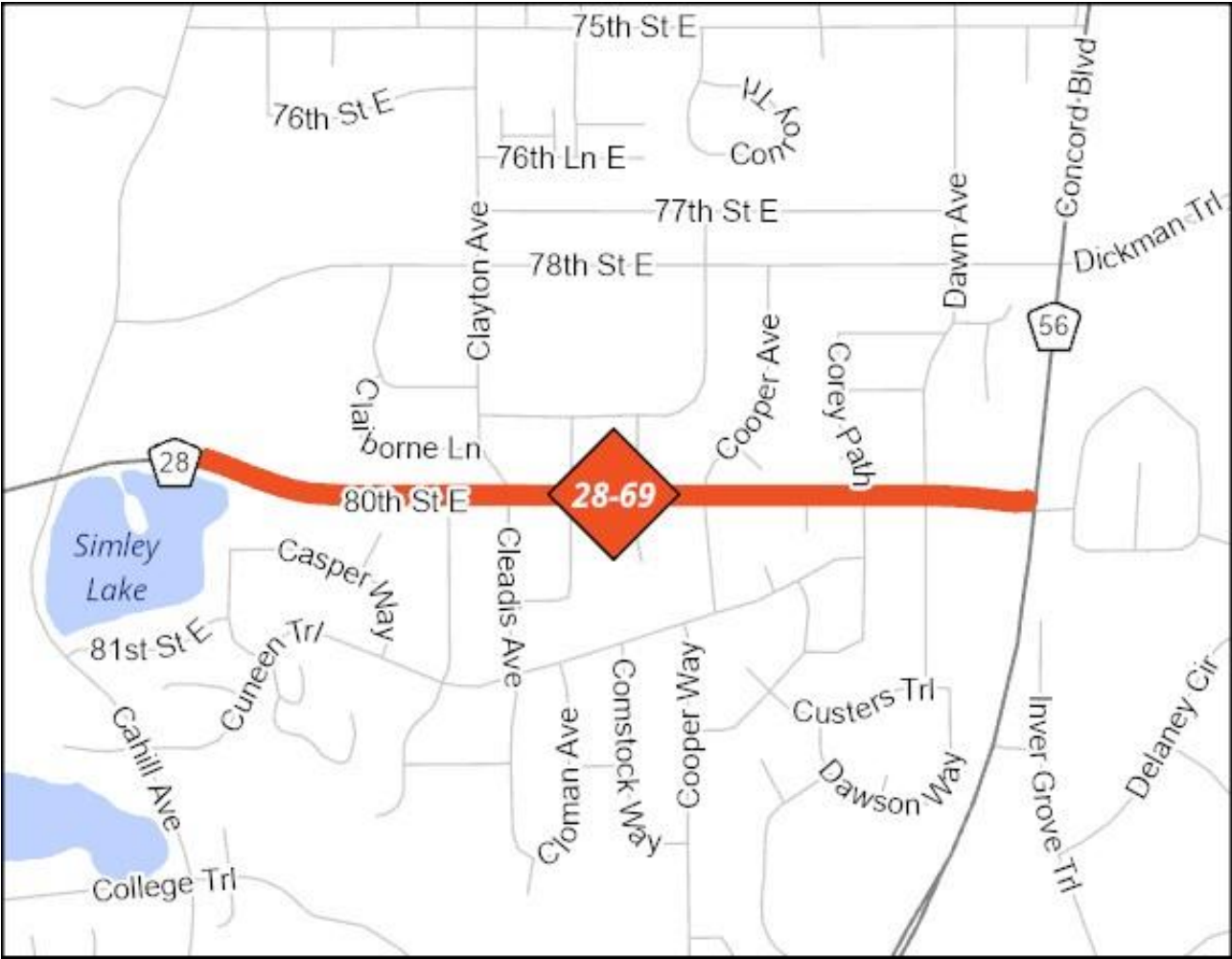
Department Head: Erin Laberee

Author: Keelee Roggenbuck

County Project 56-14: Concord Boulevard (CSAH 56) Bicycle and Pedestrian Improvements Project Location Map



80th Street East Trail Gap Project Location Map





15911.00

October 21, 2025

Keelee Roggenbuck
Project Manager, Dakota County
14995 Galaxie Avenue
Apple Valley, Minnesota 55124

Subject: New Contract Request for Professional Services for Concord Boulevard and Mississippi River Greenway Corridor and Crossing Improvement Project

Dear Keelee Roggenbuck:

This contract request is respectfully requested for the Professional Services by and between Dakota County and SRF Consulting Group, Inc. This contract request is for continuing services for a previous contract that was entered on September 6, 2022 and expired December 31, 2024. The expired contract still contains \$11,525.71 of funds that are needed to complete the professional services for the project.

Additional Services

SRF Consulting Group has valued the opportunity to collaborate with Dakota County in developing concepts and design plans for this innovative pedestrian and greenway crossing enhancement project. The additional work encompasses five key tasks: project management, public involvement, and additional design work for the Concord Boulevard pedestrian crossings, 80th Street trail, and other Mississippi River Greenway crossing improvements.

The requested contract will cover the efforts made toward achieving the final 100% plans, as well as the additional work beyond the original scope outlined in the initial proposal, Amendment #1, and Amendment #2. The following provides the context and justification for additional design services under a new contract.

The contract extension in Amendment #2 moved the project deadline to December 31, 2025, with the goal of completing 100% plans and the project letting in the fall of 2025.

Additional Work Summary

Below is a summary of the services not included in our original scope, Amendment #1 or Amendment #2.

Task 1 – Project Management: The additional work has primarily involved increased coordination and meetings since the 90% plan submittal and last open house. This includes additional meetings with County staff (including a new county Project Manager), expanded contract administration, coordination on several new design elements, and efforts to potentially modify the current plan set.

The following has been identified as additional work under Task 1:

\$ 8,954	Original Task 1 budget
\$ 2,918	Amendment #1 request
\$ 12,940	Amendment #2 request
<u>\$ 14,555</u>	<u>New Contract request</u>
\$39,367	Revised Task 1 budget

Task 2 – Public Involvement: This work involves a planned Open House that goes beyond the original and previously amended scope. The purpose of this additional Open House is to present and discuss the final improvements and the construction schedule, if requested.

The following has been identified as additional work under Task 2:

\$ 14,447	Original Task 2 budget
\$ 0	Amendment #1 request
\$ 4,504	Amendment #2 request
<u>\$ 4,988</u>	<u>New Contract request</u>
\$ 23,939	Revised Task 2 budget

Task 9 – PS&E: This work involves adding enhanced crossings at 15 intersections along Concord Boulevard. However, three items were not included in the original and previously amended scope.

Concord Lane Conversion Design (Cahill to Corcoran): Based on feedback from the open house and discussions with County staff, it was directed by county staff to develop a re-striping and signing plan to reduce the number of lanes in this roadway section. The additional work included concept drawings, coordination meetings, and the final plans to implement this change. Ultimately, due to sight line concerns caused by curvature in the road, the changes were not included in the final plans.

Concord Mid-Block Crossing (between Concord Ct and Cooper): While the original scope covered 15 intersections, it did not include a mid-block crossing. Following feedback from the open house, a mid-block crossing treatment was requested by county staff. This was added to the project at the 90% design stage and required additional design work, plans, and updates to the cost estimate.

Three Intersection revisions at 90% Plans: The intersections at 66th Street, 68th/Dickman, and 78th/Dickman underwent substantial design and redesign in the early stages of the project. Although a preferred alternative was selected and proceeded through design for the past 18 months with no major changes anticipated, at the 90% design stage it was requested by county staff that the overall design of these intersections be revisited. This additional work involved developing several alternative concepts and truck turning movements in response to city and county comments and additional coordination/concept updates along the way. Additional out of scope time was required to override the active base files with new geometry, revised removals, and updated storm design. Each intersection has alignments and profiles along curblines and proposed trail centerlines which were used to develop plan sheet elements including curb ramp points, slope labels, and intersection details. While minor revisions are typically anticipated between 90% and 100% submittals, the nature

of the requested changes by county staff at these intersections required substantial redesign of each intersection and rebuilding new alignments, profiles, and corresponding points and storm sewer.

Major revisions that impact curblines at 90% design leads to a greater number of revisions that ripple across all plan sheets within the entire plan set. This impacts overall plan sheet organization to ensure all plan sheets and tabulations, as well as the cost estimate are accurately completed.

The following has been identified as additional work under Task 9:

\$ 51,042	Original Task 9 budget
\$ 78,002	Amendment #1 request
\$ 148,912	Amendment #2 request
<u>\$ 98,923</u>	<u>New Contract request</u>
\$ 376,879	Revised Task 9 budget

Task 12 – 80th Street Trail: This work task involves adding a trail on the north side of the roadway. However, three key items were not included in the original and previously amended scope.

Tree Removal Plan and Specifications: Although tree removal would typically be covered in the removal section of the plan, the requirement to remove the trees during winter necessitated the development of separate tree removal plans, specifications, and bidding process. This led to modifications to the existing plan set and the creation of this additional plan set.

Retaining Wall: The project includes a large retaining wall at the far west side of the corridor, for which we were scoped to develop one (1) design alternative, specification, and estimate as scoped in Amendment #2. However, a more extensive and unplanned alternatives development and analysis process was requested by county staff. This involved developing, evaluating, coordinating, and estimating the cost of three (3) retaining wall concept designs, per the County's request to 1) reduce trail boulevard, 2) reconstruct the curbline closer to the travel lane as options to minimize right-of-way impacts and reduce the wall height, and 3) county standard 10' trail and 6' boulevard with required retaining wall to accommodate. Additional coordination and refinement with city and county staff selected a wall alternative which spans approximately 1,000 feet (option #3).

Enhanced Intersection Crossings: While the scope of Amendment #2 included a trail on the north side of the roadway and curb ramp upgrades only, it did not account for enhanced intersection crossings as requested by county staff – curb extensions and pedestrian refuge medians – at Cleadis, Cooper, and Dana Path. County staff requested modifications to all quadrants of Cleadis and Cooper (curb extensions) and a pedestrian refuge median at Dana Path. This additional design and plan preparation was not anticipated and led utility impacts and additional alignments, profiles, and three-dimensional design relative to curb ramp design only.

The following has been identified as additional work under Task 12:

\$ 0	Original Task 12 budget
\$ 0	Amendment #1 request

\$ 126,550	Amendment #2 request
<u>\$ 21,090</u>	<u>New Contract request</u>
\$ 145,528	Revised Task 12 budget

Task 13 – Greenway Crossing Improvements (5): This task outlined in Amendment #2 involves improving five greenway crossings. However, the crossing at 125th Street/Nininger Road required more extensive design and improvements than what was scoped in Amendment #2. Due to the gravel roadway and existing drainage issues, the preferred solution selected by county staff involved paving approximately 800 feet of township roadway and implementing drainage enhancements. Extra effort included roadway alignment and profile, roadway typical section, ditch alignment and profile, culvert design, and additional plan sheet effort for removals, turf establishment, and utility coordination.

The following has been identified as additional work under Task 13:

\$ 0	Original Task 13 budget
\$ 0	Amendment #1 request
\$ 23,692	Amendment #2 request
<u>\$ 9,420</u>	<u>New Contract request</u>
\$ 33,112	Revised Task 13 budget

Task 14 – Construction Administration (Fixed Budget as Authorized)

This task will be reserved by the consultant for budgeting an additional \$20,000 and representative hours for construction coordination activities, approval of shop drawings, preparation of change orders, supplemental instructions, and review of reports if such work is authorized by the county

The following has been identified as new work under Task 14:

<u>\$ 20,000</u>	<u>New Contract request</u>
\$ 20,000	New Task 14 budget

Task 15 Final Plan Modifications and Updates

This task covers plan modifications that arose after the final 100% plan submittal and based on additional MnDOT and Metro Transit plan requests and comments. These plan refinements include items such as adding the bus pad at 80th Street, incorporating retaining wall and SEQ updates, and addressing minor requests. These design and plan modifications were necessary to ensure the plans are ready for bidding with the proposed funding.

The following has been identified as new work under Task 15:

<u>\$ 6,000</u>	<u>New Contract request</u>
\$ 6,000	Revised Task 15 budget

Previously Approved Services (Amendment #2):

This task accounts for professional services that were approved in Amendment #2 but not invoiced prior to the contract expiration on December 31, 2024. The work, totaling \$11,525.71, was completed primarily in support of the PS&E phase, with some effort spread across other project tasks. This request was for services already performed but not invoiced during the previous contract.

\$ 11,526 Contract request from Amendment #2 into New Contract

Expenses

Additional expenses for NPDES Permit of \$400 that was not in the original budget and the previous amendments.

Budget Summary

We respectfully request a contract with a budget of \$186,902 which includes all work tasks listed in this scope of work. The previous contact budget was \$606,520 with a new anticipated combined contracts budget of \$781,896 which includes approval of a new contract. Current SRF time spent on the project, as September 29, 2025, is approximately \$810,928 with an anticipated \$24,988 of work to complete the project. SRF has agreed to a write-off of \$42,494, the difference between the requested contact amount minus the tasks still to be completed and the work through September 29, 2025. The attached worksheet provides additional breakdown of the fees.

Acceptance

We appreciate your consideration of contract request and look forward to continuing to work with you on this project. It is a pleasure completing this important work with Dakota County. Please contact us if you have any questions or need additional information.

Sincerely,



Patrick Corkle, PE (MN,WI,NE)
Project Director



Chris Brown, AICP, PTP
Project Manager

SRF CONSULTING GROUP, INC.

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this amendment.



Board of Commissioners

Request for Board Action

Item Number: DC-4857

Agenda #: 10.5

Meeting Date: 11/4/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Saint Paul Board Of Water Commissioners For City Utility Improvement Incorporation Into 2026 Preservation Projects On County State Aid Highway 73 In City Of West St. Paul, County Projects 73-044 And 73-045

PURPOSE/ACTION REQUESTED

Authorize the execution of a joint powers agreement (JPA) with the City of Saint Paul Board of Water Commissioners to establish roles, responsibilities, and cost share for the incorporation of City utility improvements as part of the County's 2026 preservation activity occurring on County State Aid Highway 73 in the city of West St. Paul from 980' north of County State Aid Highway 14 to County State Aid Highway 8, County Project (CP) 73-044, and from County Road 4 to Annapolis Street East, County Project (CP) 73-045 (Attachment: Location Map).

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with the 2026 preservation of paved highway surface and miscellaneous projects. The 2026 preservation work includes pavement mill and overlay of County roadways, replacement of pedestrian curb ramps at intersections to meet the requirements of the Americans with Disabilities Act, application of pavement markings, and necessary repairs to city utilities. As seen in the Location Map attachment, CP 73-044 is on County State Aid Highway 73 from 980' north of County State Aid Highway 14 to County State Aid Highway 8, and CP 73-045 is on County State 73 from County Road 4 to Annapolis Street East.

As part of the County's preservation process, coordination occurs with the city partners to determine if any utility improvements are necessary on the segments of roadways being improved that would be advantageous to include with the preservation work. Incorporating these improvements saves the stakeholders time and money and reduces the burden on the traveling public as the traffic impacts are consolidated into one project versus multiple. These improvements often include repairs to the storm sewer, sanitary sewer, or water main facilities.

Coordination with the City of West St. Paul and Saint Paul Regional Water Services resulted in their desire to include utility improvements with the bid package for CP 73-044 and CP 73-045. In order to facilitate these improvements with the County's 2026 preservation activity, a JPA is necessary to establish the roles, responsibilities, and cost share for the work. According to the Dakota County 2040 Transportation Plan, the County will pay for required adjustments to city water systems at the surface due to the county highway pavement surface work. Saint Paul Regional Water Services is responsible for 100 percent of the costs associated with any water systems work beyond what is needed for the County to do the pavement preservation work. The governing body of Saint Paul

Regional Water Services is the City of Saint Paul Board of Water Commissioners.

RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of Saint Paul Board of Water Commissioners to formalize cost contributions and responsibilities for CP 73-044 and CP 73-045.

EXPLANATION OF FISCAL/FTE IMPACTS

The Draft 2026-2030 Transportation Capital Improvement Program Budget includes \$9,020,000 for Paved Highway Surface preservation activity. Costs associated with the utility work will be split between the County and City of Saint Paul in accordance with the Cost Share Policy. The County will pay for surface adjustments of utilities only where needed for the pavement preservation work. The City will pay 100% for all additional replacements or repairs to the water systems. Funds will not be expended until fiscal year 2026, after the 2026-2030 Transportation Capital Improvement Program is adopted by County Board.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the 2026 Preservation of Paved Highway Surfaces; and

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

WHEREAS, Saint Paul Regional Water Services desires to incorporate water main repairs as part of County Projects 73-044 and 73-045; and

WHEREAS, County Project 73-044 is the mill and overlay of County State Aid Highway 73 from 980' North of County State Aid Highway 14 to County State Aid Highway 8 in Saint Paul; and

WHEREAS, County Project 73-045 is the mill and overlay of County State Aid Highway 73 from County Road 4 to Annapolis Street East in Saint Paul; and

WHEREAS, the City of Saint Paul Board of Water Commissioners is the governing body of Saint Paul Regional Water Services; and

WHEREAS, a joint powers agreement between the County and the City of Saint Paul Board of Water Commissioners is necessary to outline roles, responsibilities, and cost participation; and

WHEREAS, the cost share for adjustments to city utilities needed for the County to perform pavement preservation work is 100 percent County in accordance with the cost share policies outlined in the 2040 Dakota County Transportation Plan; and

WHEREAS, the cost share for water main maintenance/improvements/repairs beyond what is needed for pavement preservation is 100 percent Saint Paul Regional Water Services; and

WHEREAS, the Draft 2026 Transportation Capital Improvement Program Budget includes sufficient

funds to proceed with the 2026 Preservation of Paved Highway Surfaces, including the County's cost share for utility adjustments.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement between Dakota County and the City of Saint Paul Board of Water Commissioners for utility repair work associated with County Projects 73-044 and 73-045, which are included in the 2026 Preservation of Paved Highway Surfaces.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

BOARD GOALS

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

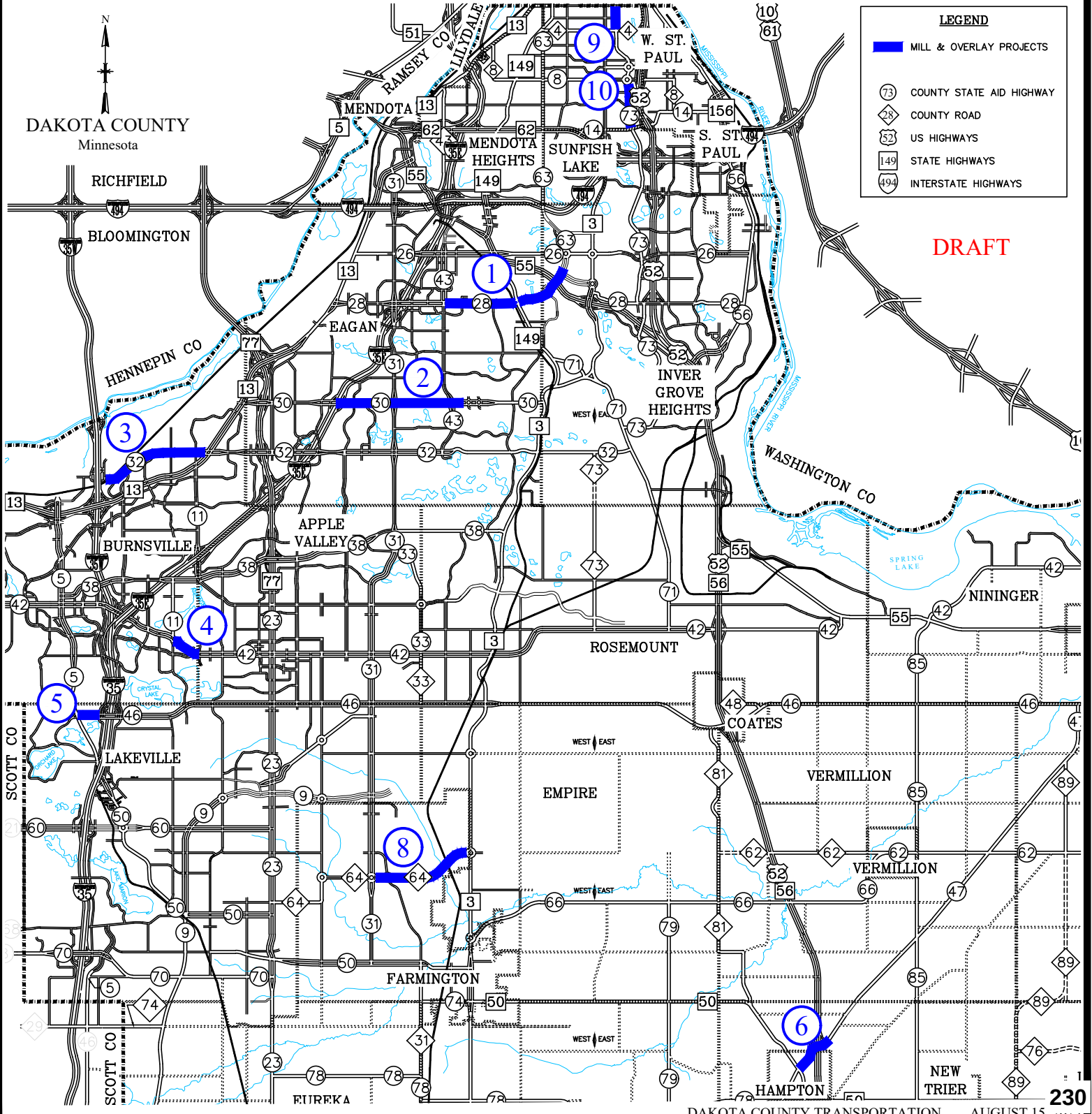
CONTACT

Department Head: Erin Laberee

Author: Kevin Krech

2026 PAVEMENT PRESERVATION

- ① 28-080 C.S.A.H. 28 FROM C.S.A.H. 43 TO NORTH OF AMANA TRAIL WITH EXCEPTION AT T.H. 149 IN EAGAN AND INVER GROVE HEIGHTS
WORK: BITUMINOUS MILL & OVERLAY,
- ② 30-044 C.S.A.H. 30 FROM I-35E TO NORTHVIEW ELEMENTARY IN EAGAN
WORK: BITUMINOUS MILL & OVERLAY,
- ③ 32-119 C.S.A.H. 32 FROM I-35W TO T.H. 13 IN BURNSVILLE
WORK: MICRO SURFACING,
- ④ 42-178 C.S.A.H. 42 FROM C.S.A.H. 11 TO REDWOOD DRIVE IN BURNSVILLE, APPLE VALLEY
WORK: BITUMINOUS MILL & OVERLAY,
- ⑤ 46-068 C.S.A.H. 46 FROM C.S.A.H. 5 TO I-35 IN LAKEVILLE
WORK: BITUMINOUS MILL & OVERLAY,
- ⑥ 47-050 C.S.A.H. 47 FROM T.H. 50 TO EAST OF T.H. 52 IN HAMPTON
WORK: BITUMINOUS MILL & OVERLAY,
- ⑦ REMOVED
- ⑧ 64-029 C.R. 64 FROM EVERST PATH TO T.H. 3 IN FARMINGTON
WORK: BITUMINOUS MILL & OVERLAY,
- ⑨ 73-045 C.S.A.H. 74 FROM C.R. 4 TO ANNAPOLIS STREET IN WEST ST. PAUL
WORK: BITUMINOUS MILL & OVERLAY,
- ⑩ 73-044 C.S.A.H. 74 FROM C.S.A.H. 14 TO C.S.A.H. 8 IN WEST ST. PAUL
WORK: BITUMINOUS MILL & OVERLAY,





Board of Commissioners

Request for Board Action

Item Number: DC-4919

Agenda #: 10.6

Meeting Date: 11/4/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Bolton And Menk, Inc., And Execute Joint Powers Agreement With City Of Burnsville For Design Of Roundabout At County State Aid Highway 32 And Interstate 35W East Frontage Road In Burnsville, County Project 32-113

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Bolton and Menk, Inc., (BMI) for preliminary and final design consulting services for a roundabout at County State Aid Highway (CSAH) 32 and Interstate 35 West (I-35W) East Frontage Road in Burnsville, County Project (CP) 32-113. Execute a joint powers agreement (JPA) with the City of Burnsville to establish cost share and project responsibilities.

SUMMARY

To provide a safe and efficient transportation system, Dakota County and the City of Burnsville are proceeding with CP 32-113, consistent with the adopted Capital Improvement Program (CIP) and project development needs at the intersection of CSAH 32 and I-35W East Frontage Road in Burnsville.

County Project 32-113 will address roadway safety and mobility needs at the intersection of CSAH 32 and the I-35W East Frontage Road. The project will also address roadway design and pedestrian/bicyclist needs approximately 1,000 feet along CSAH 32 from I-35W to the Union Pacific Railroad (UPRR) crossing and approximately 800 feet along the I-35W East Frontage Road from CSAH 32 to the northern terminus just past 121st Street (Attachment: Project Location Map).

The project will replace the existing T-intersection with a roundabout at CSAH 32 (Cliff Road) and the I-35W East Frontage Road. It also includes pedestrian/bicyclist alternatives to improve connectivity with the Black Dog Trail. Planned improvements will address traffic safety and operations, close trail gaps, and improve connectivity between CSAH 32, the I-35W interchange, and adjacent land uses. Consultant services will include public engagement, environmental review/permits, traffic analysis, preliminary design, required technical reports, utility coordination, and final design (roadway, roundabout, and multi-use trails).

The project is currently planned for construction to bid in late 2027 and will require a contract for substantial planning and engineering work to meet current schedule goals.

A joint powers agreement (JPA) with the City of Burnsville is necessary to establish responsibilities and costs following the County's current adopted policy. Dakota County is the lead agency.

Scope of Work and Issues to be Addressed. The scope of work for CP 32-113 includes public and agency coordination, traffic analysis, survey and data collection, pedestrian and bicyclist needs analysis, preliminary design alternatives for a roundabout and trail connection, stormwater systems design, utility coordination, right of way mapping, final engineering design, and environmental documentation approvals.

Consultant Selection. The Dakota County Transportation Department issued a Request for Proposal for comprehensive transportation project design services. Five proposals were received and evaluated by staff representing the County and the City of Burnsville. BMI was selected as the preferred professional engineering consultant based on the following criteria: project understanding, project approach, public involvement, project team expertise, quality control, performance on similar projects, and best-value cost. The proposal from BMI provided the most complete response to the services needed.

The review team selected BMI based on the detailed work plan provided in the firm's proposal, which presented a strong understanding of the project's key issues to be addressed and provided an integrated approach to delivering all tasks by a qualified team. The recommended proposal emphasized approaches to address the need for early coordination with stakeholders, combined with a thorough understanding of the constraints and required approval processes. The BMI proposal provided the best balancing of the tasks to be completed with the project-area issues and stakeholders to be addressed. The project issues will include coordination with the Minnesota Department of Transportation, Union Pacific Railroad, the City of Burnsville, and other agency representatives and stakeholders to confirm project support and approvals. The BMI proposal also most effectively addressed how project requirements can be anticipated and completed within the accelerated schedule.

A Consultant Evaluation Summary detailing the proposal process, review team, evaluation criteria, and results, and best-value cost evaluation is included (Attachment: Consultant Evaluation Summary).

The consultants submitted cost proposals as follows:

<u>Consultant</u>	<u>Amount</u>	<u>Hours</u>	<u>Cost/Hour</u>
BMI	\$418,518	2,630	\$159.13
CBS Squared	\$554,403	3,321	\$166.94
HDR	\$470,843	3,204	\$146.95
SRF	\$498,330	3,279	\$151.99
WSB	\$320,697	2,000	\$160.35

RECOMMENDATION

The County Engineer recommends executing a JPA with the City of Burnsville to establish cost participation and responsibilities and executing a contract with BMI for the professional design services for CP 32-113 for actual costs not to exceed \$418,518.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation CIP Adopted Budget includes an approved amount of \$800,000 for design and right of way activities for CP 32-113. The County's portion of the contract cost will be paid for with Transportation Advance Account (TAA) funds. The cost share for CP 32-113 consulting services is 70

percent County and 30 percent City of Burnsville.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County, in partnership with the City of Burnsville, is proceeding with County Project (CP) 32-113; and

WHEREAS, CP 32-113 includes the preliminary and final engineering design of a roundabout at County State Aid Highway (CSAH) 32 and Interstate 35 West (I-35W) East Frontage Road in Burnsville; and

WHEREAS, the Transportation Department sent a Request for Proposal (RFP) to five qualified professional consultants; and

WHEREAS, the proposals received were evaluated by County and City staff; and

WHEREAS, the proposal from Bolton and Menk, Inc. (BMI) provided the best value costs with the most complete response to the RFP, including project details, and the most comprehensive cost for all the services needed; and

WHEREAS, the Adopted 2025-2029 Transportation Capital Improvement Program Budget includes sufficient funding for CP 32-113 engineering consulting services; and

WHEREAS, the County Engineer recommends execution of a contract with BMI for engineering consulting services for CP 32-113 for actual costs not to exceed \$418,518; and

WHEREAS, the City's staff concurs with this recommendation; and

WHEREAS, a joint powers agreement with the City of Burnsville is necessary to establish project responsibilities and cost share.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with Bolton and Menk, Inc., to perform engineering consulting services for County Project 32-113 in an amount not to exceed \$418,518, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of Burnsville, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

23-424;9/26/23

ATTACHMENTS

Attachment: Project Location Map

Attachment: Consultant Evaluation Summary

BOARD GOALS

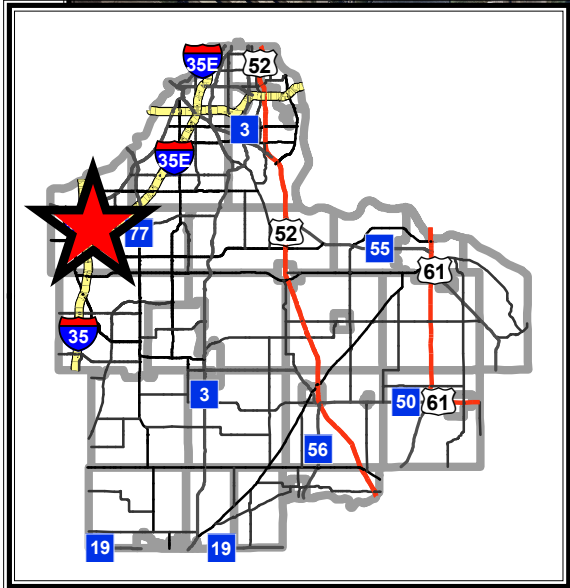
- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Susan Wimberly

Prepared by Dakota County Physical Development Division



County Project 32-113

Summary of Consultant Proposal Evaluations and Selection Recommendation

County Project 32-113:

Consultant Services Description:

Dakota County, in partnership with the City of Burnsville, issued a Request for Proposals (RFP) to qualified consultants to provide preliminary and final design engineering services to replace the existing T-intersection with a roundabout at County State Aid Highway 32 (CSAH 32 or Cliff Road) and Interstate 35 West (I-35W) East Frontage Road. It also includes pedestrian/bicyclist alternatives to improve connectivity with the Black Dog Trail.

The RFP was released on September 8, 2025, to five consultant firms: Bolton & Menk, CBS Squared, HDR, SRF, and WSB. These firms were invited to submit proposals based on their demonstrated expertise with roundabout design and successful coordination with public agencies. All five firms submitted proposals by the September 29, 2025, deadline.

Scope of Consultant Services:

Planned improvements will enhance traffic safety and operations, close existing trail gaps, and improve connectivity between CSAH 32, the I-35W interchange, and surrounding land uses. The proposed roundabout will be similar in design and functionality of the recently completed roundabout located on the west side of I-35W at the same interchange.

Key design constraints include:

- Avoiding relocation of high-voltage overhead powerlines and towers located on both the north and south sides of the existing intersection.
- Minimizing involvement with Union Pacific Railroad (UPRR) by avoiding encroachment on UPRR right-of-way and modifications to the existing crossing, thereby reducing the risk of delays and additional costs.
- Maintaining uninterrupted access and traffic flow along the only roadway serving nearby businesses and the I-35W northbound interchange ramps.

Deliverables:

At completion of the contract, the consultant will have delivered complete plans, specifications, and estimates to bid the project for construction. Deliverables include technical reports and design layouts necessary to establish the final preferred design (roadway, roundabout, and multi-use trails) and project approvals as follows:

- project management and agency coordination,
- public engagement,
- survey and environmental data,
- traffic analysis,
- preliminary layouts addressing project limits, alternatives, approximate costs/impacts,
- preliminary and approved final environmental documentation,
- approved final geometric layout for the recommended roundabout alternative,
- geotechnical soils evaluation and pavement design,
- stormwater management and hydraulics design,
- Interchange Access Modification Request process and documentation (if needed),
- utility identification and coordination,
- railroad coordination,
- right-of-way mapping and parcel data,

- traffic management planning that addressing staging, detours, and roadway closures during construction,
- other supporting data and documents.

Public and Agency Engagement:

Public outreach and coordination work with agencies will include up to three rounds of open house style public information meetings to solicit input and share project updates. The selected consultant will coordinate with Dakota County to conduct up to five small-group meeting with property owners and stakeholders directly affected by the project. Dakota County staff, in collaboration with the selected consultant will work closely with the Minnesota Department of Transportation (MnDOT), the City of Burnsville, and property owners within the project area to ensure transparent communication and meaningful stakeholder engagement throughout the project.

Schedule and Funding:

The design contract schedule is planned to be underway from November 2025 through July 2027 (20 months). Construction is currently planned for late 2027 or early 2028 therefore a contract for preliminary and final design engineering is needed to meet the current schedule and funding requirements.

In 2023, Met Council awarded Dakota County \$1,901,760 of Regional Solicitation Funds (federal funding) to support project construction. Dakota County's 2025 Capital Improvement Program (CIP) includes budget of \$300,000 for design activities and \$500,000 for right of way activities.

Review Team and Proposal Evaluation Process:

The five proposals were reviewed by staff representing Dakota County, and the City of Burnsville, including staff representing expertise in traffic engineering, roadway design, and environmental review and approval processes. Proposals were reviewed and ranked independently by review team members. The review team members met on October 2, 2025, to discuss the proposals, share information regarding individual member evaluations, and reach consensus on a recommended consultant.

The proposals were evaluated and ranked based on the following 7 criteria:

1. Project Understanding and Approach (20%): Based on conceptual and technical understanding of the required scope/deliverables and the consultant's general approach.
2. Scope of Work, Deliverables, and Schedule (30%): Based on detailed approach and organization of the work to be completed, scheduling of the work, and approach to managing resources to successfully complete all tasks.
3. Public and Agency Involvement (10%): Approach to engaging the public and coordinating with agencies on its ability to facilitate acceptance of the preferred design alternative and secure necessary approvals within the project timeline.
4. Project Team and Key Staff (15%): Based on the project management team, technical specialists, roles/organization, and qualifications based on similar experience.
5. Quality Control (10%): Demonstration of a proactive approach to risk identification and management, with strategies to ensure high-quality deliverables while balancing scope, schedule, and budget.
6. Past Performance (15%): Consideration to the firm's experience with similar projects, familiarity with Dakota County and stakeholder engagement, understanding of local issues, and use of innovative design approaches.

7. Fee Estimate: While not assigned a specific percentage, the fee estimate was evaluated in relation to the criteria above. Proposals needed to include a clear explanation of budget priorities, task relationships, and any special approaches or options for negotiation.

Using a Best Value approach the review team considered the quality and feasibility of the proposals and services for the proposed fees; the cost proposed vs. value to be provided; and the approach to complete the work within budget and schedule.

Achieving a high Best Value score required a balanced approach to quality, timeliness, and cost. The evaluation process identified the consultant that offers the best overall value to Dakota County, considering both qualifications and competitiveness of pricing.

Evaluation Results:

The consensus reached by the proposal reviewers supported negotiating the contract with Bolton & Menk.

The review team selected Bolton & Menk based on the detailed work plan provided in the firm's proposal, which presented a strong understanding of the project's key issues to be addressed and provided an integrated approach to delivering all tasks by a qualified team. The recommended proposal emphasized approaches to address the need for early coordination with stakeholders, combined with a thorough understanding of the constraints and required approval processes. The Bolton & Menk proposal provided the best balancing of the tasks to be completed with the project-area issues and stakeholders to be addressed. The project issues will include coordination with MnDOT, UPRR, the City of Burnsville, and other agency representatives and stakeholders to confirm project support and approvals. The Bolton & Menk proposal also most effectively addressed how project requirements can be anticipated and completed within the accelerated schedule.

Summary of Proposed costs:

<u>Consultant</u>	<u>Amount</u>	<u>Hours</u>	<u>Cost/Hour</u>
Bolton & Menk	\$418,518	2,630	\$159.13
CBS Squared	\$554,403	3,321	\$166.94
HDR	\$470,843	3,204	\$146.95
SRF	\$498,330	3,279	\$151.99
WSB	\$320,697	2,000	\$160.35

Recommendation:

Staff recommends the consulting engineering firm Bolton & Menk be awarded a contract for CP 32-113, including preliminary and final design for a roundabout at CSAH 32 and I-35W East Frontage Road in Burnsville. Given the scope of the needed work and issues to be addressed, the Bolton & Menk proposal and contract negotiations offered the best combination of approach, detailed work plan, and balanced cost-to-value from among the five submitted proposals.



Board of Commissioners

Request for Board Action

Item Number: DC-4944

Agenda #: 10.7

Meeting Date: 11/4/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Second Contract Amendment With Kimley-Horn And Associates, Inc., To Provide Final Design Engineering Services And Amend 2025 Capital Improvement Program Budget For Improvements To County State Aid Highway 42 In City Of Apple Valley, County Project 42-163

PURPOSE/ACTION REQUESTED

- Authorize the execution of a second contract amendment with Kimley-Horn and Associates, Inc. (Kimley-Horn) for additions and changes to final design engineering services for County Project (CP) 42-163.
- Amend the 2025 Capital Improvement Program (CIP) budget based on engineering design and related services.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with the design of CP 42-163, the reconstruction of County State Aid Highway (CSAH) 42 along a one-mile segment in the city of Apple Valley from Redwood Drive to 147th Street and vicinity (Attachment: Project Location Map). By Resolution No. 23-209 (May 23, 2023), the County Board authorized the project's preliminary and final design contract with consultant Kimley-Horn for an amount not to exceed \$959,920. By Resolution No. 25-048 (January 21, 2025), the County Board authorized the first contract amendment, adding \$619,285, for a total amended contract value of \$1,579,205 (Contract Number DCA20482).

In 2022, Dakota County applied for and received a federal grant of \$6,540,000 to support the project's construction; this was based on a conceptual early estimate of a total construction cost of approximately \$8,200,000, with the scope then assuming minimal reconstruction. Preliminary engineering work completed under the Kimley-Horn contract in 2024 confirmed the need for full reconstruction at an estimated construction cost of approximately \$17,300,000. Amendment No. 1 addressed scope changes based on added services in the preliminary engineering design stages, while additional services have now been identified for final engineering design. The estimated project construction cost, based on 60 percent engineering design, is now \$18,970,000. Staff has worked with the consultant on complex final engineering and right-of-way details and negotiated additional out-of-scope and expanded services by task totaling \$598,485, resulting in a total amended contract value of \$2,177,690. This total amended contract value for preliminary and final engineering design remains within industry norms to complete all preliminary and final engineering design services, with related services including public engagement, based on current construction estimates.

Additional out-of-scope professional services for final engineering and to support County and City of Apple Valley (City) right of way work on more than 80 parcels were tracked and documented in detail by the consultant (Attachment: Kimley-Horn Amendment Letter). The Amendment No. 2 work by task includes the following (with subtotals):

- Additional project management and support services for eight months, with the need to coordinate numerous technical details for engineering design elements led by both the County and City (\$39,570).
- Expanded survey work to support needed stormwater drainage and pond modifications in Apple Grove Park. This includes coordination of services to physically locate and survey points around the major Northern Natural Gas main crossing under the CSAH 42 roadway and a topographic survey needed to support final design plans in that area for the proposed roadway, stormwater, and utility designs (\$9,960).
- Additional work on preliminary design plans with emphasis on impacts to business properties around Garden View Drive and at residential properties near 147th Street and Elm Drive. This includes coordination of design with right-of-way impacts for both the CSAH 42 project and the City's coordinated water and sewer project (\$25,340).
- Geotechnical conditions and environmental sampling requiring special field investigations, including County staff teamwork on owner communications for required environmental drilling and sampling at the Garden View Drive corner properties. This task also includes additional geotechnical investigations along CSAH 42 next to Redwood Park, where the roadway grade will be raised on fill with a retaining wall to be modified (\$95,200).
- Coordination with the private and city utilities, including the anticipated replacement of major power line structures owned by Great River Energy (\$45,165).
- Expansion of scope for detailed engineering, including grading for the Redwood Park area, structure design for walls, and integration of City lighting design plans (\$256,730).
- Right of way mapping for 88 parcels, including coordination with the City's utility project and added easements. This was not previously scoped (\$95,260).
- Completion of environmental documentation based on findings through the Minnesota Department of Transportation Cultural Resources Unit, which now includes the recommended establishment of the large-area Orrin Thompson Apple Valley Historic District (District). The District's significance is based on the area's status as one of the largest communities designed by Orrin Thompson, demonstrating the early development of Apple Valley, postwar housing types, and the period's neighborhood design. The District was identified as eligible for listing under Section 106 of the National Historic Preservation Act; however, no adverse impact is anticipated based on state-agency reviews of the CSAH 42 project. The additional work based on the District includes: preparation of documents for approval of easements required at most or all of the properties; notification and facilitation of a comment period and requests for concurrence with emphasis on Redwood Park; and expanded work to confirm Section 4(f) De Minimis Determinations (\$31,260).

The project's professional services, outside of the consultant contract, include work for real estate title research, appraisals, cultural resources, and specialty underground survey, with an estimated total of \$262,310 for all such services. County staff has worked with the City to estimate project cost shares in accordance with adopted Dakota County Transportation cost participation policies.

The County's team continues to work on specific cost components and joint powers agreement cost-share formulas, including the City's unique responsibilities for right of way costs based on the concurrent water and sewer utility project.

RECOMMENDATION

Staff recommends authorizing the second contract amendment with Kimley-Horn, which would increase the total from \$1,579,205 to \$2,177,690 (an increase of \$598,485) to include added scope and services through final design engineering for Contract Number DCA20482 for CP 42-163.

Staff further recommends amending the 2025 CIP budget based Amendments 1, 2 and additional services to be required, under seven contracts, including real estate title research, appraisals, cultural resources, and specialty survey work.

EXPLANATION OF FISCAL/FTE IMPACTS

The cost share for CP 42-163 will follow the County's Cost Share Policy including an 85/15 percent County/City share for roadway modernization and other policies applicable to the City's design elements and preferences, including water and sewer utility work and aesthetics. To account for Amendments 1 (\$619,285) and 2 (\$598,485), plus the other supporting contract services (\$262,310), the project now requires a 2025 CIP budget amendment increase of \$1,480,080, for a design services budget total of \$2,440,000. The funding sources will include Transportation Sales Tax and City Funds.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 42-163; and

WHEREAS, CP 42-163 is the preliminary and final engineering design of improvements to County State Aid Highway 42 in the city of Apple Valley from Redwood Drive to 147th Street and vicinity; and

WHEREAS, by Resolution No. 23-602 (December 19, 2023), the Dakota County Board of Commissioners authorized the execution of a design services contract with consultant Kimley-Horn and Associates, Inc. (Kimley-Horn) to perform preliminary and final design engineering services for a total contract amount not to exceed \$959,920; and

WHEREAS, the scope and scale of CP 42-163 have increased based on the need for total reconstruction, including significant underground work and coordination of the County's roadway project with the City of Apple Valley's (City) additional elements, including water and sewer utility work and anticipated City lighting preferences, to be led by the City; and

WHEREAS, by Resolution No. 25-048 (January 21, 2025), the Dakota County Board of Commissioners authorized the execution of Contract Amendment No. 1 for additional preliminary engineering services to be performed by Kimley-Horn, adding \$619,285 to the contract, resulting in a contract amount not to exceed \$1,579,205; and

WHEREAS, the cost of the additional out-of-scope and expanded work tasks, primarily for expanded

final engineering design services, significant support to right of way work, and environmental professional services specified for Amendment No. 2 as work to be performed by Kimley-Horn is \$598,485, resulting in a new contract amount not to exceed \$2,177,690; and

WHEREAS, the County Engineer recommends executing the second contract amendment with Kimley-Horn for Contract Number DCA20482 for preliminary and final engineering of CP 42-163; and

WHEREAS, a project budget amendment is now needed to reconcile changes to the consulting services portion of the current 2025 project budget, including Contract Number DCA20482 Amendments 1 and 2, plus \$262,310 for services under seven contracts in real estate title research, appraisals, cultural resources, and specialty survey.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to amend the not-to-exceed contract value of \$1,579,205 for Contract Number DCA20482 with Kimley-Horn and Associates, Inc., for County Project 42-163 to a total contract amount not to exceed \$2,177,690, including reimbursables; and

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

Expense

Project 42-163	<u>\$1,480,080</u>
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Total Expense	<u>\$1,480,080</u>
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Revenue

City of Apple Valley	\$ 222,012
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Transportation Sales Tax	<u>\$1,258,068</u>
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Total Revenue	<u>\$1,480,080</u>
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PREVIOUS BOARD ACTION

23-209; 5/23/23

25-048; 1/21/25

ATTACHMENTS

Attachment: Project Location Map

Attachment: Kimley-Horn Amendment Letter

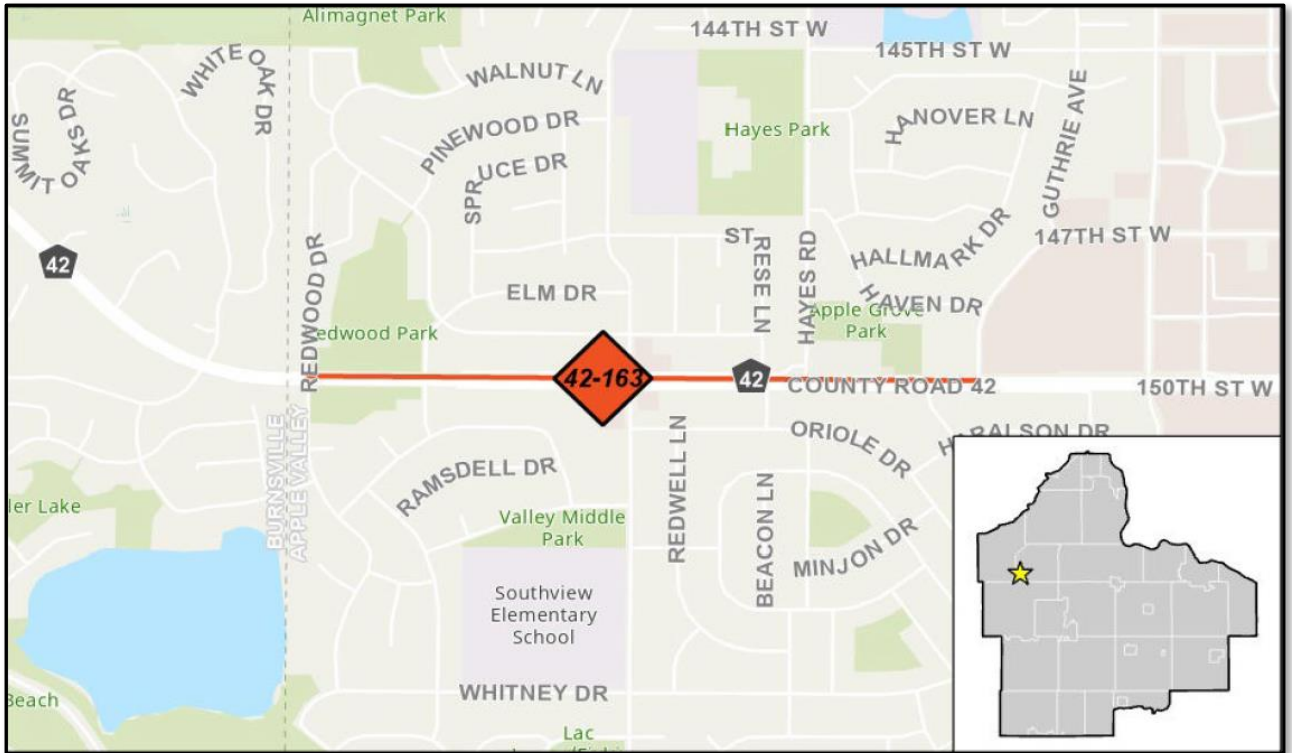
BOARD GOALS

- | | |
|--|---|
| ☐ 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: Doug Abere



County Project 42-163
CSAH 42 from Redwood Drive to 147th
Street in Apple Valley



October 9, 2025

Doug Abere
Senior Project Manager
Dakota County Transportation

Re: Amendment No. 2 to DCA20482 (CP 42-163)
Scope and Fee Memorandum

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared the following Scope and Fee Memorandum to document the additional services requested by Dakota County in delivery of the Preliminary and Final Design of CP 42-163 (CSAH 42) project. Amendment No. 2 is necessary to account for the additional effort to complete the additional environmental and geotechnical investigation, increase in public/private utility coordination, project limit extensions, right-of-way services, and additional environmental documentation.

AMENDMENT NO. 2 – SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

As a result of the additional design, right-of-way, and agreement coordination, the project delivery schedule has been elongated by a total of 18 months from the original project schedule assumptions, and additional 8 months from the effort provided in Amendment No. 1. The following additional effort is anticipated to be required under this task:

- Additional 8 months of general project management including monthly scheduling, invoicing, and general/weekly project management meetings and coordination.
- Up to eight (8) additional PMT meetings.
- Up to sixteen (16) additional PM Check-In meetings
- Additional quality control and quality assurance effort in correlation to the expanded project scope.

TASK 5 SURVEY, WETLANDS, CULTURAL RES., AND DRAINAGE ASSESS

Additional topographic survey is needed to support the drainage design at Apple Grove Park and support the physical locating of the Northern Natural Gas Line that crosses the CSAH 42 corridor. The additional topographic survey will be completed to support final design plans for the proposed roadway, stormwater, and utility designs.

TASK 6 CONCEPT ALTERNATIVES AND PRELIMINARY DESIGN

As the project design has progressed, additional concept alternatives and preliminary design effort is required for impacts to private properties along the corridor. The design team will assist County staff in coordination with property owners, concept site planning, and preliminary design for the following properties where significant impacts are anticipated as a result of the project.

- Flowerama
- Boosch Tabacco
- Shell Gas Station
- Valvoline
- Frontage Road Business Center (formerly Broback Center)
- Theisen/Paulseth Residential Property

TASK 7 GEOTECHNICAL AND PAVEMENT EVALUATION (WITH PHASE I & PHASE II ESA)

Task 7.1 Additional Geotechnical Services

Braun Intertec will perform additional geotechnical services for the design and construction of the western end of CSAH 42 where grade will be raised and the existing sheet pile wall extended to accommodate. Braun will perform a staged surcharge analysis on this stretch of CSAH 42 using Plaxis 3D Connect Edition, version 2024.1.0.1060. The staged surcharge analysis will help determine the timeframe, lateral extents, staging requirements, and total settlement associated with the raise in grade in this area of the project site. In addition, we will also help determine how much additional loading will result on the existing wall and how tieback anchors will interact with the surcharge.

In addition to the surcharge analysis, Braun will review the provided sheet pile wall extension plans and provide the project team with information that can be used in final design of the sheet pile extension, including minimum length of tieback to exposed height of wall ratio for global stability, adhesion capacity of soil layers, recommended installation lengths and angles, and minimum bonded/unbonded anchor lengths. Following completion of the surcharge analysis and sheet pile extension review, a final geotechnical evaluation report will be compiled outlining the results of our additional work.

Task 7.3 Environmental Services – Limited Phase II

Based on the findings of the Modified Phase I ESA, numerous medium and high-ranked sites of concern were identified within a 500-foot buffer of the Project Corridor, particularly at the intersection of CSAH 42 and Garden View Drive. Braun Intertec, as a Kimley-Horn sub-consultant will complete a Limited Phase II Drilling Investigation. We assume up to 10 soil borings drilled to a depth of 25 feet below ground surface (bgs) with temporary monitoring wells at each location. Soils will be classified in the field and soil discoloration, odors, and indications of debris will be documented, if detected. Selected soil samples will be collected and chemically analyzed to determine the presence of impacts. For the purpose of this amendment, we assume that a maximum of 20 soil samples (two per boring) will be collected and analyzed the following parameters:

- Volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260.
- Polyaromatic hydrocarbons (PAHs) using EPA Method 8270.
- Eight Resource Conservation and Recovery Act (RCRA) metals using EPA Methods 6020 and 7471.
- Diesel range organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method.
- Gasoline range organics (GRO) using the WDNR Method.

Temporary monitoring wells will be installed in each of the soil borings, assuming the groundwater table is encountered. Prior to sampling the temporary monitoring wells, static groundwater levels in each monitoring well will be measured to the nearest 0.01 foot and recorded. Groundwater samples will be placed directly into laboratory-supplied containers, preserved appropriately, and submitted to the laboratory for chemical analysis. For the purposes of this amendment, we assume that a total of 10 groundwater samples will be collected from the temporary monitoring wells and submitted to the laboratory for analysis of the following parameters:

- VOCs using EPA Method 8260.
- Semi-volatile organic compounds (SVOCs) using EPA Method 8270.
- Dissolved 8 RCRA metals using EPA Methods 6020 and 7470.
- DRO using the WDNR Method.
- GRO using the WDNR Method.

Braun Intertec will prepare a project-wide Request for a No Association Determination (NAD) for the

submittal to the MPCA Brownfield Program on behalf of Dakota County based on the results of the Limited Phase II and proposed ROW. Please note, with this enrollment, the MPCA will require an approved RAP/CCP prior to construction, a RAP Implementation Report after construction, and potentially additional documentation once the project is complete.

Braun Intertec will prepare a RAP/CCP for the project. The RAP/CCP will summarize existing environmental data, discuss impacts to soil and/or groundwater affecting the proposed construction, present a framework for managing contaminated media to be encountered during construction, and describe proposed response actions and required environmental monitoring and testing. The draft RAP/CCP will be sent to Kimley-Horn and Associates, Inc. (KHA) and Dakota County for review and comment in advance of MPCA submittal. Only an electronic copy of the RAP/CCP report will be submitted. Costs for Regulatory Assistance do not include MPCA document review fees required for Brownfield Program review. These will be billed to Dakota County directly from the MPCA.

TASK 8 PUBLIC AND PRIVATE UTILITY IDENTIFICATION AND COORDINATION

The development of the preliminary and final design of the CSAH 42 roadway and storm sewer improvements has identified significant additional effort to coordinate the City utility project improvements and potential impacts to private properties and private utilities within the corridor. The project team will also conduct additional individual private utility meetings with specific owners (GRE and Northern Natural Gas) to coordinate construction impacts and mitigation for their major utility infrastructure. The following additional effort is anticipated for the design and coordination of the private and public utility relocations.

- Private Utility Coordination
 - Additional materials, preparation, and attendance for specific GRE focused meetings
 - Coordination on potholing and GRE structural design alternatives
- Public Utility Coordination
 - Development of typical section concepts to assist in coordination between final utility locations for public and private entities
 - Three public utility design/coordination workshops

TASK 10 FINAL ROADWAY AND GEOMETRIC DESIGN PLANS

Through the process of finalizing preliminary design and preparation of the 60% Plans, the following additional effort has been identified to complete final construction document for the expanded project scope. The additional efforts provided below are in addition to assumptions provided in the RFP and Amendment No. 1.

- Development of sheet pile wall and surcharge design details and plans for the Redwood Pond area
- Cast-in-place retaining wall design along CSAH 42 (previously assumed concrete barrier)
- Expansion of project limits to Pennock Avenue and Redwood Drive to accommodate additional City utility work and construction staging tie-ins
- Significant revisions to roadway geometrics and profiles for both CSAH 42 and frontage roads to minimize extents of retaining walls and provide appropriate driveway tie-in slopes along frontage roads.
- Additional plan sheet preparation and evaluation of construction staging to accommodate profile modifications, surcharging, and sheet wall construction not assumed as part of RFP.
- Additional cost estimating and preparation of cost splits in support of JPA with City of Apple Valley
- Integration of plans and specifications, including preparation of SEQ for City utility and lighting project improvements

TASK 13 RIGHT-OF-WAY (R/W) MAPPING

Following the development of construction limits, temporary easements, and permanent easement needs, Kimley-Horn will create parcel sketches detailing right-of-way impacts at affected parcels throughout the corridor. The original scope of work assumed the preparation of parcel sketches would be completed by others. The additional effort required to complete parcel sketches and support the County ROW acquisition process includes the following:

- Complete parcel sketches for up to eighty-eight (88) properties requiring temporary or permanent easement.
- Coordinate and update sketches/documents through the appraisal and right-of-way coordination phase with property owners.
- Prepare parcel sketch updates and comparison analysis for up to eighty-six (86) additional permanent and temporary easement needs for City utility project improvements.
- Up to three (3) workshops with City of Apple Valley and/or County ROW staff and appraisal consultants review easements needs and coordinate the easement acquisition process.

TASK 14 ENVIRONMENTAL DOCUMENTATION, SECTION 4 (F), AND PERMITS/APPROVALS

As a result of the work of the MnDOT Cultural Resources Unit and progression in design of CSAH 42 in relation to Section 4(f) requirements, the following additional environmental documentation efforts will be required to attain necessary permits and approvals before finalizing plans:

- Preparation of a Section 4(f) Temporary Occupancy form for temporary easements required at approximately 74 properties located within the newly established Orrin Thompson Apple Valley Historic District. The form will be distributed to the Minnesota State Historic Preservation Office for concurrence. A signed form will be attached to the NEPA document.
- Preparation of a De Minimis Determination Notice of Intent Request form for MnDOT for permanent easements/ROW acquisition at approximately 74 properties located within the newly established Orrin Thompson Apple Valley Historic District. Preparation of a Request for Concurrence on Effects to Section 4(f) Resource Letter which summarizes comments received and how they have been considered. Includes advertisement for a public hearing and a 14-day comment period. The Request for concurrence of effects letter will be submitted to FHWA for review.
- Preparation of a De Minimis Determination Notice of Intent Request form for MnDOT for impacts to Apple Grove Park. Preparation of a Request for Concurrence on Effects to Section 4(f) Resource Letter which summarizes comments received and how they have been considered. Includes advertisement for a public hearing and a 14-day comment period. The Request for concurrence of effects letter will be submitted to FHWA for review.

AMENDMENT NO. 2 – SUMMARY OF FEES AND EXPENSES

The table below summarizes the estimated fees and expenses for the Additional Services set forth above as Amendment No. 2. A detailed hourly breakdown is attached to this memorandum.

TASK	FEES	EXPENSES	TOTAL
Task 1 Project Management	\$ 39,170	\$ 400	\$ 39,570
Task 5 Topographic Survey	\$ 9,960	\$ 0	\$ 9,960
Task 6 Concept Alts and Prelim Design	\$ 25,040	\$ 300	\$ 25,340
Task 7 Geotechnical and Pavement Evaluation	\$ 95,000	\$ 200	\$ 95,200
Task 8 Public and Private Utilities	\$ 44,765	\$ 400	\$ 45,165
Task 10 Final Roadway and Geometric Design Plans	\$ 254,230	\$ 2,500	\$ 256,730
Task 13 Right-of-way (R/W) Mapping	\$ 94,360	\$ 900	\$ 95,260
Task 14 Environmental Documentation	\$ 30,960	\$ 300	\$ 31,260
Totals	\$ 593,485	\$ 5,000	\$ 598,485

The original Contract Amount of DCA20482 was \$959,920 as approved by the County Board (Resolution 23-209), Amendment No. 1 as approved for a total of \$619,285, and Amendment No. 2 totals \$598,485 for a total revised Contract Amount of \$2,177,690.

Please reach out to me with any questions on any information provided as part of this amendment.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Eric Fosmo, PE
Vice President/Project Manager

Attachments: Amendment No. 2 Detailed Fee Estimate

		Project Manager/ QA/QC	Task Lead	Staff Engineer or Planner	Graduate Engineer or Planner	CAD/Graphics Designer	Admin	Sub-Consultant (Survey)	Sub-Consultant (Geotech)	Total Hours	Expenses	Estimated Fees
TASK 1 PROJECT MANAGEMENT												
1.1	General Project Management	32	32	8			4			76		\$15,880
1.2	Project Management Team (PMT) Meetings (Up to 8 additional) Bi-weekly PM Check in Calls (up to 16 additional)	24	24		24					72		\$14,040
1.3	MnDOT Coordination, One (1) Federal Aid Kickoff Meeting									0		\$0
1.4A	Redwood Park Design/Permit Coordination									0		\$0
1.5	Schedule and Invoicing	8					8			16		\$2,720
1.6	Adhere to Dakota County Standard Assurances and Insurance Terms										Effort included in Task 1.7	
1.7	Quality Assurance (QA) Quality Control (QC) Functions and QMP	16	12		2					30		\$6,530
1.8	Project Website and Graphics										Effort included in Task 2	
	Subtotal	80	68	8	26	0	12	0	0	194	\$ 400	\$39,170
TASK 5 FIELD SURVEY, WETLANDS, CULTURAL RESOURCES, AND DRAINAGE ASSESSMENT												
5.1	Base Mapping and Topographic Survey		2		8	8		60		78		\$9,960
5.2	Wetland Delineation									0		\$0
5.3	Cultural Resources Data Review and Report									0		\$0
5.4	Corridor Data Collection, Review, and Tech Memo									0		\$0
	Subtotal	0	2	0	8	8	0	60	0	78	\$ -	\$9,960
TASK 6 CONCEPT ALTERNATIVES AND PRELIMINARY DESIGN												
6.1	Preliminary Design Alternatives	8	16	24	24	40				112		\$18,800
6.2	Preliminary Design Memorandum									0		\$0
6.3	Geometric Layout	2	4	8	8	16				38		\$6,240
6.4	Preliminary Urban Corridor Design Concepts									0		\$0
6.5	Public Utility Relocation Identification										Effort included in Task 8.1	
6.6	Structure and Retaining Wall Design Alternatives									0		\$0
6.7	Right-of-Way Identification										Effort included in Task 13.1	
6.8	Preliminary Engineer's Estimate									0		\$0
	Subtotal	10	20	32	32	56	0	0	0	150	\$ 300	\$25,040
TASK 7 GEOTECHNICAL AND PAVEMENT EVALUATION (WITH PHASE I & PHASE II ESA)												
7.1	Geotechnical Field Investigation	2	4	4		2	4		200	216		\$26,680
7.2	Phase I Environmental Site Assessment									0		\$0
7.3	Phase II Environmental Site Assessment	8	16	16		40	4		450	534		\$68,320
	Subtotal	10	20	20	0	42	8	0	650	750	\$ 200	\$95,000
TASK 8 PUBLIC AND PRIVATE UTILITY IDENTIFICATION AND COORDINATION												
8.1	Public Utilities	8	40	25	40	80				193		\$32,095
8.2	Private Utilities (up to 3 coordination meetings)	6	6		6					18		\$3,510
8.3	Utility Relocation Planning and Coordination	2	16	8	24	4				54		\$9,160
8.4	Utility Coordination through Final Design										Effort included in Task 10	
	Subtotal	16	62	33	70	84	0	0	0	265	\$ 400	\$44,765
TASK 10 FINAL ROADWAY AND GEOMETRIC DESIGN PLAN: STAGING, LIGHTING, AND AESTHETICS												
10.1	30%, 60%, and 95% Plans and Engineer's Estimate	40	120	250	540	420	0			1370		\$218,650
10.2	Final Plans										Effort included in Task 10.1	
10.3	Final Engineer's Estimate	2	4	8	8					22		\$3,840
10.4	Staging and Detour Plan	4	20	40	40	80				184		\$29,760
10.5	Preferred Aesthetic Plans									0		\$0
10.6	Lighting Plans									0		\$0
10.7	Special Provisions	2	4	4						10		\$1,980
10.8	Bidding Assistance									0		\$0
	Subtotal	48	148	302	588	500	0	0	0	1586	\$ 2,500	\$254,230
TASK 13 RIGHT-OF-WAY (R/W) MAPPING												
13.1	R/W Identification									0		\$0
13.2	R/W Mapping	8	12		8					28		\$5,480
13.3	Parcel Sketches	12	60	80	160	240	8			560		\$88,880
	Subtotal	20	72	80	168	240	8	0	0	588	\$ 900	\$94,360
TASK 14 ENVIRONMENTAL DOCUMENTATION, SECTION 4(F), AND PERMITS/APPROVALS												
14.1	Project Memorandum (PM)									0		\$0
14.2	Section 4(f) Coordination and Documentation	2	8	16	24	8	8			66		\$10,360
14.3	Environmental Permits and Approvals	4	12	32	72		12			132		\$20,600
	Subtotal	6	20	48	96	8	20	0	0	198	\$ 300	\$30,960
TOTAL ESTIMATED PROJECT COST (FEES AND EXPENSES)												\$598,485
TOTAL PROJECT HOURS		190	412	523	988	938	48	60	650	3809		



Board of Commissioners

Request for Board Action

Item Number: DC-4964

Agenda #: 10.8

Meeting Date: 11/4/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of West St. Paul For Design, Right Of Way Acquisition, And Construction Of Multi-Use Trail Along County State Aid Highway 8, County Project 08-035

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of West St. Paul For County Project 08-035 for the design, right of way acquisition, and construction of a multi-use trail on County State Aid Highway (CSAH) 8 (Wentworth Avenue) between Trunk Highway 3 (Robert Street) and CSAH 73 (Oakdale Avenue) in West St. Paul.

SUMMARY

To provide a safe and efficient transportation system, a multi-use trail along the south side of CSAH 8 between Robert Street and Oakdale Avenue is programmed for construction in 2027 (Attachment: Project Map). This work will build upon a design concept developed through a feasibility study completed by the County and West St. Paul in early 2025. A JPA between the County and West St. Paul will define responsibilities and funding obligations for the two parties through construction. In accordance with 2040 Transportation Plan policies, a funding split of 85 percent county/15 percent city is expected for all project elements at this time. The City is the lead agency for the project.

The Dakota County Pedestrian and Bicycle Study identified this segment of CSAH 8 as a medium-priority gap in the County's system of multi-use trails. Current facilities provide limited safe mobility for pedestrians and bicyclists in a high-volume segment of the County and state highway system. This project will expand on other recent trail projects within West St. Paul to provide a more comprehensive trail network comparable to other areas in the County.

RECOMMENDATION

Staff recommends executing a JPA with the City to define cost contributions and responsibilities for the project through design, right of way acquisition, and construction.

EXPLANATION OF FISCAL/FTE IMPACTS

The estimated cost of design, right of way acquisition and construction for CP 08-035 is \$1,741,193. Funds from the Transportation Advancement Account will be used for final design and right of way services in 2026. The draft 2026-2030 CIP allocates \$233,750 in CSAH funding for right of way acquisition, and \$500,000 in CSAH funds and \$350,000 in Transportation Advancement Account funds towards construction.

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

RESOLUTION

WHEREAS, to promote a safe and efficient multi-modal transportation system, the County is partnering with the City of West St. Paul to conduct preliminary engineering, final design engineering, right-of-way acquisition and of a multi-use trail along County State Aid Highway (CSAH) 8 (Wentworth Avenue) between Robert Street and CSAH 73 (Oakdale Avenue), County Project 08-035; and

WHEREAS, Dakota County and the City of West St. Paul identified this trail gap as a priority for improving safety and access for pedestrians and bicyclists to destinations such as housing, retail, and transit; and

WHEREAS, Dakota County and the City of West St. Paul completed a feasibility study and preliminary design in 2025 to establish project parameters, costs, and right of way needs; and

WHEREAS, costs of final design, right of way acquisition, and construction will be shared 85 percent County funds and 15 percent City funds in accordance with adopted County Policy; and

WHEREAS, funding for final design and right of way acquisition services in 2025 and 2026 have been allocated to the project through the Transportation Trail Gap Set-aside fund; and

WHEREAS, the City of West St. Paul will be the lead agency for preliminary engineering, final design, right-of-way acquisition, and construction for the project; and

WHEREAS, a joint powers agreement with the City of West St. Paul is required to define responsibilities and cost share obligations through the construction of the project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of West St. Paul to identify costs and responsibilities for final design, right of way acquisition, and construction in accordance with County policy for a multi-use trail along County State Aid Highway 8 in the City of West St. Paul, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-073; 2/6/24

ATTACHMENTS

Attachment: Project Map

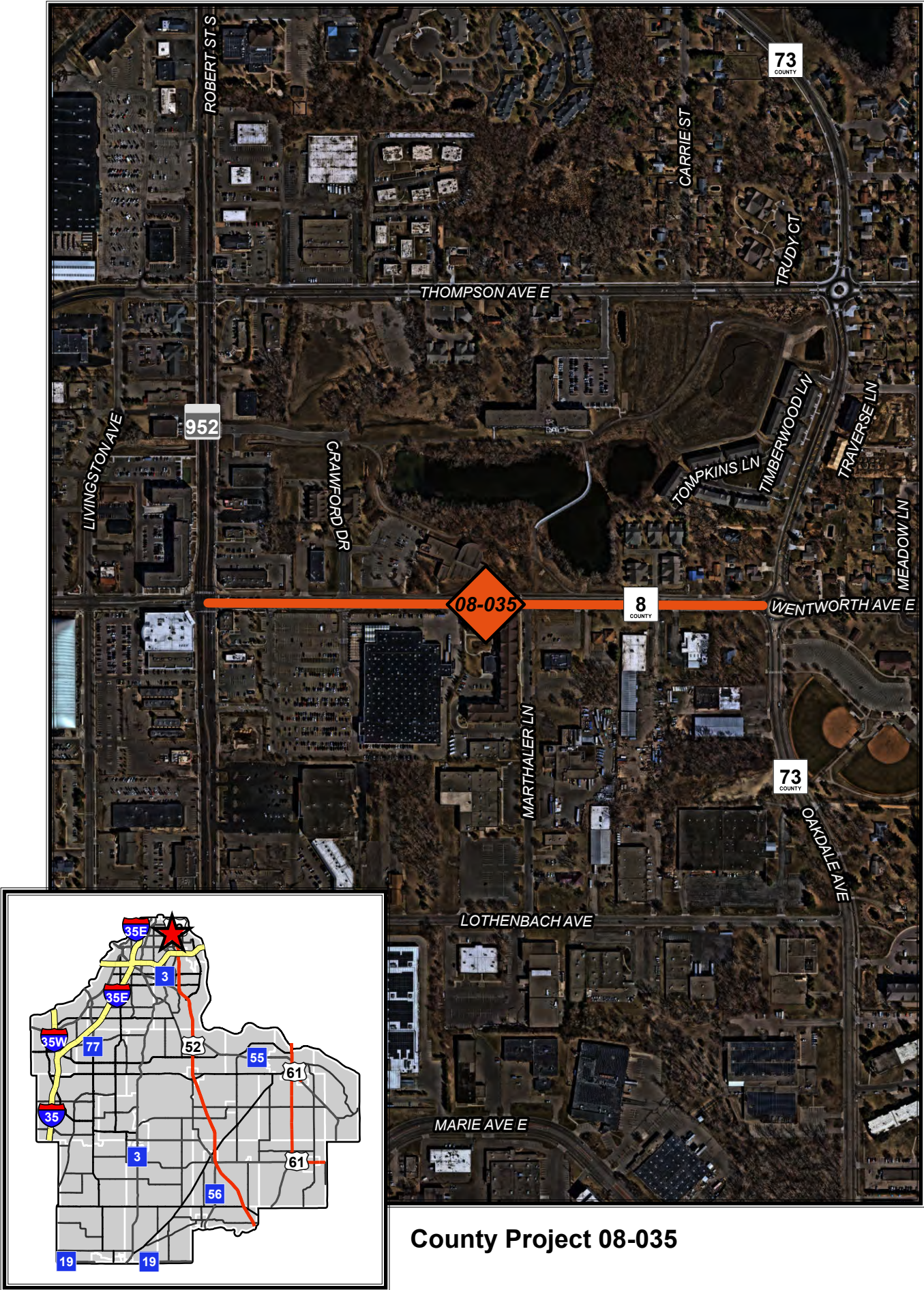
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Joe Morneau





Board of Commissioners

Request for Board Action

Item Number: DC-4970

Agenda #: 10.9

Meeting Date: 11/4/2025

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:

KYLA CROSSING 2ND ADDITION

Lakeville

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Maps

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

October 8, 2025

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

Plat Name:	KYLA CROSSING 2ND ADDITION
PID:	228340000010
City:	Lakeville
County Road:	CSAH 50 (Kenwood Tr.)
Current ADT (2021):	15,100
Projected ADT (2040):	18,100
Current Type:	4-lane, divided
Proposed Type:	4-lane, divided
R/W Guideline:	75 ft ½ ROW
Spacing Guideline:	¼ mi full access
Posted Speed Limit:	45 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	SE ¼, Sec. 19-114-20
In attendance (10/08/25):	Heather Botten (city); Tina Goodroad (city); Rick Osberg (eng); Bill Ryan (developer)

REVIEW 10/08/25:

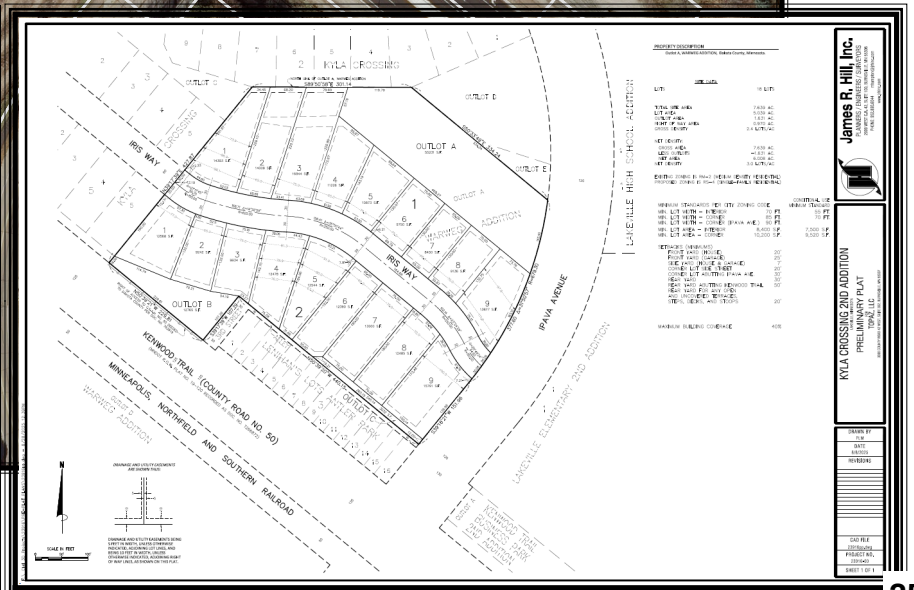
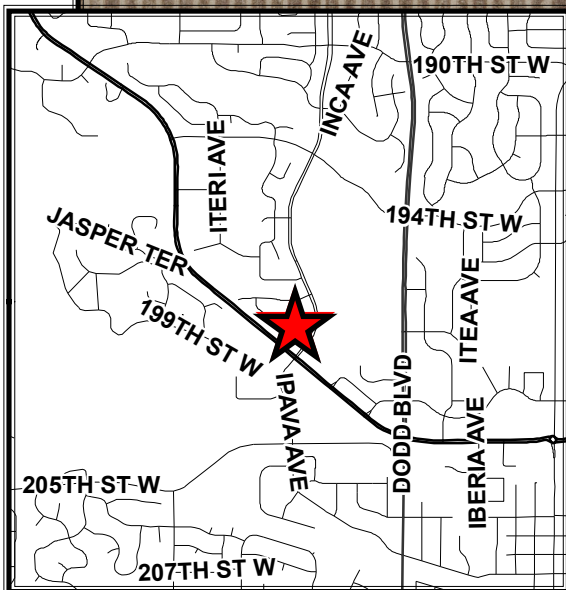
The proposed site includes 18 single family lots. Access to the site is from Iris Way via Ipava Avenue with no access to CSAH 50. The right-of-way needs for a future 4-lane divided roadway are 75 feet of half right of way. The plat should dedicate additional right of way along CSAH 50, which includes 31-foot strip from the southwesterly line of Outlot B. Restricted access should be shown along all of CSAH 50. A quit claim deed for restricted access to Dakota County is required with the recording of the plat mylars.

RECOMMENDATION 10/08/25:

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

KYLA CROSSING 2ND ADDITION

Prepared by Dakota County Physical Development Division





Board of Commissioners

Request for Board Action

Item Number: DC-4978

Agenda #: 11.1

Meeting Date: 11/4/2025

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Scheduling Of Public Hearing To Receive Comments On 2026 Off Sale Intoxicating Liquor License Applications

PURPOSE/ACTION REQUESTED

Schedule a public hearing at 9:00 a.m. on December 2, 2025, to receive comments on 2026 off sale intoxicating liquor license applications.

SUMMARY

County Ordinance 101 and state law require a public hearing to be held for all off sale intoxicating liquor license applications. Two applicants are applying for a 2026 off sale intoxicating liquor license:

- Simman LLC (dba Castle Rock Bar and Grill)
- Woody's Liquor Box Inc.

Notice of the public hearing will be given to all interested parties, Castle Rock Township Clerk, Randolph Township Clerk, and published in the County's Official Newspaper on November 20, 2025.

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners schedule a public hearing to receive comments on 2026 off sale intoxicating liquor license applications at 9:00 a.m. on December 2, 2025, in the Boardroom of the Administration Center, 1590 Highway 55, Hastings, Minnesota.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ 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, a Notice of the public hearing will be given to all interested parties, Castle Rock Township Clerk, Randolph Township Clerk, and published in the County's Official Newspaper on November 20, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing at 9:00 a.m. on December 2, 2025, in the Boardroom of the

Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive comments on all 2026 off sale intoxicating liquor license applications; and

BE IT FURTHER RESOLVED, That the Dakota County Public Service and Revenue Division is hereby directed to publish in the Official County Newspaper, notice of the public hearing and give notice to all interested parties and to any city located within three miles of the premises proposed to be licensed.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-4947

Agenda #: 12.1

Meeting Date: 11/4/2025

DEPARTMENT: Veterans Services

FILE TYPE: Regular Action

TITLE

Proclamation Of Operation Green Light For Veterans Week In Dakota County November 4-11, 2025

PURPOSE/ACTION REQUESTED

Proclaim the week of November 4-11, 2025, as Operation Green Light for Veterans Week in Dakota County.

SUMMARY

Dakota County Veterans Services has a long and proud history of serving our nation's service members, veterans, and their families, whose contributions and sacrifices, including placing themselves in harm's way, have been vital in maintaining the freedoms and way of life enjoyed by our citizens. This legacy continues to this day as staff work with federal, state, and local partners to ensure that service members, veterans, and their families have access to the resources they need to thrive.

Operation Green Light for Veterans is an initiative that was started by a collaboration of public agencies in New York State to show support for those who have served their nation and connect them with benefits. Approximately 200,000 service members transition to civilian communities annually. Studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life, and active military service members transitioning from military service are at a high risk for suicide during their first year after military service.

Lighting up homes, businesses, and government buildings in green, the color that stands for "go" and symbolizes hope, renewal, and well-being, is a way to visibly show that the community honors the service and sacrifice of veterans, active military, and their families, and encourages veterans to reach out to their county veteran service officers. While many veterans simply blend in with ordinary society when not in uniform, making it more difficult to honor those who served, Dakota County wants them to know their sacrifice, and that of their families, is appreciated and believes specific recognition should be granted.

By Resolution No. 23-495 (October 24, 2023), the Dakota County Board of Commissioners proclaimed the week of November 6-12, 2023, as Operation Green Light for Veterans week and lit up County service centers to celebrate all veterans. Again, this year, the National Association of Counties (NACo) has embraced Operation Green Light nationally and is inviting counties across the United States to join Operation Green Light.

Staff requests that the week of November 4-11, 2025, which includes the Veterans Day holiday, be proclaimed Operation Green Light week in Dakota County. In observance of this proclamation, the Northern Service Center, Western Service Center, and Administration Center buildings will be lit up in green during this week. Staff will use inexpensive green filters with the building's existing lights to create the green light. Dakota County residents and businesses are also encouraged to shine a green light, to let the military community know that they are seen, appreciated, and supported, and their service to our nation is always present.

OUTCOMES

Service members, veterans, and their families will feel their sacrifice and service to their country are appreciated and honored.

RECOMMENDATION

Staff recommends that the week of November 4-11, 2025, be proclaimed Operation Green Light week in Dakota County, and in observance of the proclamation, the Northern Service Center, Western Service Center, and Administration Center will be lit in green from November 4-11, 2025, to acknowledge the service and sacrifice of veterans and active service members.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, Dakota County Veterans Services has a long and proud history of serving our nation's service members, veterans, and their families, whose contributions and sacrifices, including placing themselves in harm's way, have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, this legacy continues to this day as staff work with federal, state, and local partners to ensure that service members, veterans, and their families have access to the resources they need to thrive; and

WHEREAS, Operation Green Light for Veterans is an initiative that was started by a collaboration of public agencies in New York State to show support for those who have served their nation and connect them with benefits; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life, and active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, lighting up homes, businesses, and government buildings in green, the color that stands for "go" and symbolizes hope, renewal, and well-being, is a way to visibly show that the community honors the service and sacrifice of veterans, active military, and their families, and encourages veterans to reach out to their county veteran service officers; and

WHEREAS, while many veterans simply blend in with ordinary society when not in uniform, making it more difficult to honor those who served, Dakota County wants them to know their sacrifice and that of their families is appreciated and believes specific recognition should be granted; and

WHEREAS, by Resolution No. 23-495 (October 24, 2023), the Dakota County Board of Commissioners proclaimed the week of November 6-12, 2023, as Operation Green Light for Veterans week and lit up County service centers to celebrate all veterans; and

WHEREAS, again, this year, the National Association of Counties (NACo) has embraced Operation Green Light nationally and is inviting counties across the United States to join Operation Green Light; and

WHEREAS, staff requests that the week of November 4-11, 2025, which includes the Veterans Day holiday, be proclaimed Operation Green Light week in Dakota County; and

WHEREAS, in observance of this proclamation, the Northern Service Center, Western Service Center, and Administration Center buildings will be lit up in green during this week; and

WHEREAS, staff will use inexpensive green filters with the building's existing lights to create the green light; and

WHEREAS, Dakota County residents and businesses are also encouraged to shine a green light, to let the military community know that they are seen, appreciated, and supported and their service to our nation is always present.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners proclaims November 4-11, 2025, as Operation Green Light for Veterans Week, a time to salute and honor the service and sacrifice of those who have served, are currently serving, and their families; and

BE IT FURTHER RESOLVED, That in observance of Operation Green Light, the Dakota County Northern Service Center, Western Service Center, and Administration Center will be lit in green from November 4-11, 2025, and residents and businesses are encouraged to also shine a green light to let the military community know that they are seen, appreciated, supported and their service to our nation is always present.

PREVIOUS BOARD ACTION

23-495; 10/24/23

ATTACHMENTS

None.

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: Lisa Thomas

Author: Lisa Thomas



Board of Commissioners

Request for Board Action

Item Number: DC-4924

Agenda #: 13.1

Meeting Date: 11/4/2025

DEPARTMENT: Information Technology

FILE TYPE: Regular Action

TITLE

Authorization To Execute Metropolitan Council Contract With Dakota County For Geospatial Data Formatting To Continue Dakota County Participation In MetroGIS

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with the Metropolitan Council for Geospatial Data Formatting to continue Dakota County's participation in the MetroGIS collaborative.

SUMMARY

Along with the other six metropolitan area counties, Dakota County entered into a formal agreement with the Metropolitan Council in 1996 forming MetroGIS (Resolution No. 96-783). The current agreement (Resolution No. 20-380), was due to expire on December 31, 2023, but was extended for two years and will expire on December 31, 2025.

A new agreement (Attachment) between the metropolitan area counties and the Metropolitan Council has been developed. The new agreement recognizes the importance of perpetuating a strong, productive and mutually beneficial relationship which highlights the shared responsibilities and the continued commitment in providing reliable, authoritative geospatial data to one another and the public in standardized formats that maximize its usefulness.

By Resolution No. 14-143 (March 25, 2014), a free and open geospatial data policy was adopted, along with similar resolutions by the other six metropolitan counties, a new era of collaborative geospatial work continues. The free and open geospatial data policy facilitates the positive result of greater data availability and continued work to standardize that data among data producers serves to magnify this benefit. This new agreement with the Metropolitan Council, and similar agreements by the other six metropolitan counties, affirms that continued collaborative work through participation in MetroGIS is beneficial to each entity's internal needs and their collective interest.

The new agreement will commence on January 1, 2026, and expire on December 31, 2028, with options to extend the agreement for a single two-year term.

RECOMMENDATION

Staff recommends that the Board authorize the Deputy County Manager to execute a contract with the Metropolitan Council for Geospatial Data Formatting to continue Dakota County's participation in the MetroGIS collaborative.

EXPLANATION OF FISCAL/FTE IMPACTS

The Metropolitan Council will provide \$4,000 per year for the term of the agreement. These funds will be used to offset costs for converting geospatial data into agreed upon regional and state standards as per the terms, conditions and duration of the contract.

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

RESOLUTION

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

WHEREAS, through the MetroGIS initiative, established in 1996, the seven metropolitan counties (hereafter “counties”), the Metropolitan Council (hereafter “Council”), and other interests have been working on regional and collaborative solutions to create, maintain, and distribute commonly needed geospatial (GIS) data; and

WHEREAS, in 1999, the MetroGIS Policy Board (hereafter “Board”) directed MetroGIS staff to develop a Business Plan to provide direction for future collaborations necessary to realize the MetroGIS vision; and

WHEREAS, the Metropolitan Council Board accepted a Business Plan for MetroGIS on June 14, 2000; and

WHEREAS, the Business Plan identified the need for the Council and the counties to collaborate to build regional GIS datasets for distribution to public sector stakeholders, such as state agencies, municipalities and watershed districts; and

WHEREAS, the counties subsequently entered into agreements with the Council to build regional GIS data sets; and

WHEREAS, in August 2020, the County entered into the current such agreement with the Council; and

WHEREAS, that agreement expires on December 31, 2025; and

WHEREAS, the new agreement shall commence on January 1, 2026, and remain in effect until December 31, 2028, with an option to be extended for a single, two-year term; and

WHEREAS, the County wishes to continue to participate in the MetroGIS collaborative; and

WHEREAS, under this agreement, the Metropolitan Council will provide \$4,000 per year to help cover costs of performing tasks defined in the agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute the Metropolitan Council Contract with Dakota County for Geospatial Data Formatting, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That \$4,000 per year received from the Metropolitan Council under this agreement be deposited in the GIS Enterprise Fund.

PREVIOUS BOARD ACTION

96-783; 12/3/96
99-640; 11/15/99
01-766; 12/18/01
04-439; 10/26/04
08-584; 12/16/08
11-593; 12/13/11
14-143; 3/25/14
16-389; 8/2/16
20-380; 8/18/20

ATTACHMENTS

Attachment: Dakota County MetroGIS_RegionalDataSharingAgreement_Contract_251073.docx
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: Tony Gomes
Author: Joe Sapletal

Dakota County and Metropolitan Council Contract for Geospatial Data Formatting

THIS CONTRACT is entered into by and between the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“the Council”) and **Dakota County**, a political subdivision of the State of Minnesota (“the County.”)

WHEREAS:

1. The Council and the County participate in a voluntary collaborative known as MetroGIS and support the objectives of MetroGIS by standardizing, aggregating and publishing inter-jurisdictional geospatial datasets for the benefit of government and public data consumers; and
2. The Council has provided financial, technical, data assembly and distribution support for the partners participating in the MetroGIS collaborative since 1995; and
3. The Council has developed datasets and related services and made them available to the County and other public parties at no charge; and
4. The County has developed its own geospatial datasets and has resolved to provide this data in its native format at no cost to other governments and to the public; and
5. The Council intends to aggregate the County’s geospatial data with data from other Counties in the metropolitan region to create MetroGIS Regional Datasets and to publish the datasets on a publicly accessible geospatial data clearinghouse site for public consumption and use; and
6. The Council desires to compensate the County for the effort of translating its geospatial datasets from the native format in use by the County into standardized formats pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

I) SCOPE

The purpose of this Agreement is to establish the terms by which the County and the Council will expand upon their existing relationship in developing, standardizing, maintaining and publishing authoritative geospatial datasets and accompanying metadata. This is done to serve the needs of both the County and the Council and to provide valuable geospatial data to the public.

Through this agreement, the County agrees to provide the Council with the electronic geospatial datasets and up-to-date accompanying metadata in agreed upon standardized formats as described in **Exhibit A**, which is attached and incorporated by reference.

The Council will pay the County pursuant to the terms of this Agreement to assist the County in formatting its geospatial data into agreed upon regional and state data standards and for time and labor spent in providing updated accompanying metadata.

The Council agrees to aggregate the County's data with data from other counties of the metropolitan region to create MetroGIS Regional Datasets and publish these regionally standardized datasets on a suitable geospatial data clearinghouse site for public consumption and use. The Council's responsibilities are described in **Exhibit B**, which is attached and incorporated by reference.

The Council and the County acknowledge and agree to the Context, Purpose and Stipulations included in **Exhibit C**, which is attached and incorporated by reference.

1.2 Definitions.

- a. **Geographic Information System (GIS)** means a system capable of storing and processing geospatial data to analyze and display geographic relations between people, places, and things on the Earth's surface.
- b. **Geospatial Data** has the meaning of "electronic geospatial data" as defined by Minnesota Statutes Section 16E.30 Subd.10. "Geospatial data" means digital data using geographic or projected map coordinated values, identification codes, and associated descriptive data to locate and describe boundaries or features on, above, or below the surface of the Earth or characteristics of the Earth's inhabitants or its natural or human-constructed features. Pursuant to Minnesota Statutes Section 16.E.30 Subd. 11, the Parties acknowledge and agree that only public data, as defined by Minnesota Statutes, chapter 13, shall be included in "Geospatial Data."
- c. **Metadata** means data that describes and provides basic information about the Geospatial Data, as governed by the Minnesota Geographic Metadata Guidelines, version 1.2, data October 7, 1998, *available online at:* <http://www.mngeo.state.mn.us/committee/standards/mgmg/metadata.htm> and shall, at least, identify the original authoritative data source.
- d. **MetroGIS** means a regional geographic information systems initiative serving the seven-county Minneapolis-St. Paul (Minnesota) metropolitan area. It provides a regional forum to promote and facilitate widespread sharing of geospatial data. MetroGIS is a voluntary collaboration of local and regional governments, with partners in state and federal government, academic institutions, nonprofit organizations, and businesses.

II) TERM AND TERMINATION

2.1 Term. This Agreement will take effect on January 1, 2026, and expire on December 31, 2028.

2.2 Option. The Council may extend the term of this Agreement for a single, two-year term by submitting a written request for extension to the County 30 days prior to expiration of this Agreement. The extension of the agreement would commence on January 1, 2029, and would expire on December 31, 2030.

2.3 Termination. This Agreement may be terminated by mutual agreement of the Parties.

III) PAYMENT

3.1 Maximum Total Compensation. The maximum total compensation to be paid to the County by the Council for all work performed under this Agreement shall not exceed \$4,000 in any calendar year.

3.2 Method of Payment. During each calendar year of the agreement, upon provision of the fourth quarter geospatial data and completed metadata to the Council, the County shall issue an invoice referencing the Council's contract number to the Council. Upon verification and acceptance by the Council's representative of each invoice, the Council shall pay the County the verified amount within 30 days. The County shall not receive payment for work found by the Council to be incomplete, unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

IV) GENERAL TERMS

4.1 Assignment. The Parties shall not assign or transfer their rights or responsibilities under this Agreement without the prior written consent of the other Party.

4.2 Amendment. 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 authorized representatives of both Parties.

4.3 Governing Law. The laws of the State of Minnesota shall govern all interpretations of this Agreement.

4.4 Notice. The individuals listed below or their successors in office will be the primary contact for their respective entity. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent (i) certified mail, (ii) by e-mail, provided that the recipient of such notice acknowledges receipt by e-mail or otherwise in writing, or (iii) delivered in person to the other party addressed as follows:

For the Metropolitan Council:

Mary Mortensen
GIS Manager
390 Robert Street North
St. Paul, MN 55101

For Dakota County:

Joe Sapletal
GIS Manager, IT, Office of GIS
14955 Galaxie Avenue
Apple Valley, MN 55124

Phone: (651) 602-1631

Email: mary.mortensen@metc.state.mn.us

Phone: (952) 891-7096

Email: Joe.Sapletal@co.dakota.mn.us

4.5 Dispute Resolution. A dispute resolution process shall be used for any unresolved issue, dispute or controversy between the parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level.

The County is represented from Level 1 to 3 in the following order:

County Level 1: GIS Manager

County Level 2: Operations Business Information Officers

County Level 3: Chief Information Officer

The Council is represented from Level 1 to 3 in the following order:

Council Level 1: GIS Manager

Council Level 2: Deputy Chief Information Officer

Council Level 3: Chief Information Officer

At each level, representatives of the Parties shall meet and continue to explore resolution until either party determines, in good faith, that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. If either or both parties make such a determination at any point during issue resolution at Level 3, then the dispute resolution process has been exhausted.

4.6 Waiver. One or more waivers of any provision, term, condition or covenant by either Party shall not be construed by the other Party as a waiver of a subsequent breach of the same.

4.7 Liability. Each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Both the County and Council's liability for the data is governed by the provisions of Minnesota Statutes, Chapter 466.

Any and all employees of each of the respective Parties hereto, and all other persons engaged by each respective party in the performance of any work or services required or provided herein to be performed by the respective party shall not be considered employees of the other Party. Each Party shall be solely responsible for its own employees for any workers' compensation claims.

4.8 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 which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the Parties. One or more waivers by one Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

4.9 Record-Keeping and Audit. All records kept by the County and the Council with respect to this Agreement shall be subject to examination by the representatives of each party hereto. All data collected, created, received, maintained, or disseminated for any purpose by the activities of the County and the Council pursuant to this Agreement shall be governed by Minnesota Statutes, Chapter 13, as amended. Pursuant to Minnesota Statutes Chapter 16C.05 Subd. 5, the Parties further agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the other Party and the state or legislative auditors, as appropriate, for a minimum of six years from the end of this Agreement.

4.10 Compliance. The Parties agree to abide by all applicable state and local laws, including the Minnesota Government Data Practices Act, in performing their obligations under this Agreement.

4.11 Survival. The provisions of Section 4.3, 4.4, 4.5, 4.7 and 4.9 will survive termination of this Agreement.

4.12 Complete Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein 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 part of this Agreement. In the event of a conflict between the terms of this Agreement and any of the Exhibits attached hereto, the terms of this Agreement shall prevail.

The remainder of this page is intentionally blank. Signature page to follow.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

DAKOTA COUNTY

METROPOLITAN COUNCIL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed for COUNTY by the
County Attorney’s Office:

Date: _____

Exhibit A

Roles and Responsibilities of the County

Translation of County-generated electronic geospatial data into agreed upon standards and interval of delivery

Road Centerline Data: The County will convert its road and highway centerline data to the Minnesota Geospatial Advisory Council Road Centerline Data Standard format and deliver, or make it available through appropriate file transfer means, on a continual basis to the Council for automated harvesting, validation, aggregation and publishing as part of the Metro Regional Road Centerlines Dataset.

Address Point Data: The County, serving in the role of aggregator of the address point data from its constituent municipalities and addressing authorities, will convert a version of the data into the Minnesota Geospatial Advisory Council Address Point Data Standard format and deliver or make the converted data available through appropriate file transfer means on a continual basis for automated harvesting, validation, aggregation and publishing as part of the Metro Regional Address Point Dataset.

Tax Parcel Data: The County will convert its tax parcel data to the Minnesota Geospatial Advisory Council Parcel Data Standard format and deliver or make it available through appropriate file transfer means on a quarterly schedule within the first 5 days of business in the months of January, April, July and October.

Municipal and County Boundary Data: The County will provide its current municipal and county polygon boundary file in its native electronic format and deliver, or make it available through appropriate file transfer means, on a quarterly schedule by the first day of business in the months of January, April, July and October. The County will communicate known municipal boundary changes since the previous quarter.

Metadata and supporting documentation: The County will provide a thorough review and update of the MetroGIS Regional Parcel Dataset metadata record and the MetroGIS Regional Parcel Attributes document which accompanies the data. The County will further provide updated metadata records to accompany each additional dataset it provides as listed in this Agreement.

Validation, Data Quality and Completeness: Prior to data submission, the County will complete validation to ensure the data standard is met. The County will also complete data quality checks to ensure the data is confirmed as complete as expected. This includes checks for geometry, number of records and completeness of attributes.

File Transfer Format: Data shall be provided through a designated portal account provided by the Council. Each data set, metadata and supporting documentation should be provided as an

individual zip file using the following formats and naming conventions or subsequently agreed upon format.

	Road Centerline	Address Point	Tax Parcel	Municipal and County
Zip file	rcl.zip	adp.zip	parcel.zip	municipalities.zip
File GDB	rcl.gdb	adp.gdb	parcel.gdb	municipalities.gdb
Feature Class	rclgac	adp	point	municipal_boundaries
Feature Class			polygon	county_boundary

Communication: The County shall designate one (1) County-contact for data submissions and notify the Council of staff changes within two (2) weeks of said change.

Data Issues: The County will respond within 2 business days to data issues reported by the Council or the Metropolitan Emergency Services Board (MESB) to address the integrity of the data for centerlines, address points, and parcels. This includes: 1) acknowledgement of receipt with timeline to review the issue; 2) confirmation of the issue and plan/timeline to address the issue; 3) direction to hold the publication of the dataset until correction is made or to publish without correction; 4) follow-up with the corrected dataset and any revised supporting documentation or an update to the timeline to address the issue.

Exhibit B

Roles and Responsibilities of the Council

Aggregation of the County's data with those of other metropolitan Counties to produce and to publish the Metro Regional Datasets

File Transfer: The Council will provide a designated portal account to the County for uploading data. The Council will share a tool with the County to assist with data uploads. The Council does not support the implementation of the tool and will assist with or update the tool only as time allows. The Council acknowledges that its limited support of the tool may affect the County's ability to compile or submit the data outlined in Exhibit A.

Validation, Data Quality and Completeness: The Council will validate the data provided by the County to ensure the data standard is met. The Council will also complete data quality checks on the Tax Parcel data to ensure the data is complete as expected. This includes checks for geometry, number of records and completeness of attributes.

The Council uses validation and data quality tools for internal checks. The Council will share validation and data quality tools with the County as-is and when internal tools are updated. The Council does not support the implementation and use of these tools.

The Council maintains and supports the custom *MetroGIS 911 Data Sources Viewer* web mapping application. This multi-jurisdictional sponsored application was developed by the Council on behalf of MetroGIS in 2019 for the Metropolitan Emergency Services Board (MESB) to check the County's Road Centerline and Address Point data for incorporation into the regional 9-1-1 system.

Aggregation and Data Publishing: The Metropolitan Council agrees to aggregate the County's data with those of other metropolitan Counties to produce and publish the Metro Regional Datasets as follows:

- **Road Centerline Data:** Daily
- **Address Point Data:** Daily
- **Tax Parcel Data:** Quarterly, published by the end of the 3rd week of the months of January, April, July, October pursuant to receiving all data and corrections.
- **Municipal and County Boundary Data:** Quarterly. The Council does not re-distribute the dataset containing municipal and county boundaries, rather, it aligns the Council's existing Regional Municipal Boundary dataset to match the changes shown in the quarterly updates provided by the County. These are updated and published quarterly, subsequent to publishing the Regional Tax Parcel Data.

Metadata and supporting documentation: The Council will maintain regional metadata for each of the aggregated datasets and updates to the MetroGIS Regional Parcel Attributes document which accompanies the data.

Communication: The Council will provide reminders to the County 1 week prior to the quarterly due date for Tax Parcel and Municipal and County Boundary data.

Data Issues: The Council will reserve the right to hold submitted data from publication if data quality issues or standards are not addressed by the County.

Exhibit C

Context, Purpose and Stipulations

The **County** and the **Council** recognize the importance of perpetuating a strong, productive and mutually beneficial, government-to-government relationship which highlights the shared benefits, responsibilities and continued commitment to providing authoritatively sourced, reliable and up-to-date geospatial data to one another and to the public in standardized formats that maximize its usefulness.

Context of the Agreement. The County and the Council have been partners in geospatial data needs assessment, data development and data publication since 1996 through the MetroGIS collaborative. This unique and innovative partnership has led to a heightened awareness of one another's roles, needs and challenges as a data producers and consumers. With the adoption of a free and open geospatial data policy by the County on the date listed below, a new era of collaborative geospatial work emerged. Freely and openly available geospatial data facilitates greater data availability and enhances the ability to standardize that data with that of other agencies to magnify this benefit.

- Anoka County on April 22, 2014
- Carver County on April 1, 2014
- Dakota County on March 11, 2014
- Hennepin County on February 11, 2014
- Ramsey County on February 11, 2014
- Scott County on October 6, 2015
- Washington County on November 18, 2014

Purpose of the Agreement. The purpose of this Memorandum of Agreement is three-fold. This first is to affirm that continued collaborative work through the participation of the County and the Council in the MetroGIS collaborative is beneficial to both their internal needs and collective interest. The second is an affirmation that the County and the Council remain committed to the MetroGIS collaborative as a means of defining and solving their shared needs for regionwide geospatial data. Third, is to articulate the formal terms by which the Council will remunerate the County for its efforts to convert its public geospatial data into agreed-upon and adopted geospatial data standards.

Stipulations of Agreement. The terms of this agreement are underpinned by the following stipulations:

- **Benefit:** Both the County and the Council acknowledge the continued benefit of the MetroGIS collaborative to explore, discuss, define and solve their shared issues of geospatial data development, standardization, usage and publication.
- **Participation:** Both the County and the Council agree to continue to participate in the MetroGIS collaborative by sending a representative staff member to advocate for, and articulate their agency's interests, to work in concert with other participating interests to help define shared needs, and to participate as needed in the constituent committees and work groups of the collaborative for the benefit of their own organization and of the regional geospatial professional community.

- **Dependencies:** Both the County and the Council acknowledge the downstream dependencies of timely, up to date, and accurate data submissions for the Metropolitan Emergency Services Board's oversight and management of the regional 9-1-1 system; the State of MN Geospatial Advisory Council's statewide geospatial data priorities being administered by the MN Geospatial Information Office; and the Council's and Metro Transit's operations, planning and policy responsibilities.



**Authorization To Execute Metropolitan Council
Contract With Dakota County For Geospatial Data
Formatting To Continue
Dakota County Participation In MetroGIS**

County Board
November 4, 2025

Geospatial Data Formatting Contract



Background

- MetroGIS is an award-winning, regional geographic information systems initiative serving Minnesota's Minneapolis-St Paul metropolitan area.
- It provides a regional forum to promote and facilitate widespread sharing of geospatial data.



Geospatial Data Formatting Contract



Background

- MetroGIS was formed in 1996
- Metropolitan Council has fiduciary and administrative responsibilities for MetroGIS
- Members include city, county and state government, watershed districts, academic institutions, private business
- Affiliated with Minnesota Geospatial Information Office (Minnesota Geospatial Advisory Committee), Minnesota GIS/LIS Consortium and Federal Geographic Data Committee



Geospatial Data Formatting Contract



Collaboration

- Counties leverage the cumulative knowledge of the members for the benefit of the region
- Examples
 - Address Point Aggregation
A standard for aggregating and disseminating authoritative address data
 - Address Point Editor
A web-based mapping application for aggregating authoritative address data
 - Free and Open Data
Transparency, optimize staff time, foster entrepreneurship and development

Geospatial Data Formatting Contract



- Effective on January 1, 2026
 - For three years
 - With an option for two additional years
 - Provide quarterly updates of the following data
 - Road Centerline Data
 - Address Point Data
 - Tax Parcel Data
 - Municipal and County Boundary Data
 - We receive \$4000 annually

Geospatial Data Formatting Contract



Questions?



Board of Commissioners

Request for Board Action

Item Number: DC-5036

Agenda #: 16.1

Meeting Date: 11/4/2025

Information

See Attachment for future Board meetings and other activities.

November 3, 2025

Monday

8:00 AM - 8:00 AM

Association Of MN Counties District 10 Meeting -- Cottage Grove Service Center, 13000 Ravine Pkwy. S., Cottage Grove

November 4, 2025

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

November 6, 2025

Thursday

9:00 AM - 9:00 AM

Dakota County Physical Development Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

11:00 AM - 11:00 AM

Dakota County Community Services Committee of the Whole (or following PDC) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

November 10, 2025

Monday

12:00 PM - 12:00 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3ZlloREJyVGJ2RnQxbXc4Zz09>)

November 11, 2025

Tuesday

All Day

County Offices Closed - Veteran's Day Observed

November 12, 2025

Wednesday

10:00 AM - 10:00 AM

Metropolitan Emergency Services Board Committee Meeting -- Metro Counties Government Center, 2099 University Ave, St. Paul

4:00 PM - 4:00 PM

Vermillion River Watershed Community Advisory Committee -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington, Conference Room A

November 12, 2025 Continued

Wednesday

4:30 PM - 4:30 PM

Minnesota Valley Transit Authority -- Burnsville Bus Garage, 11550 Rupp Drive, Burnsville

November 13, 2025

Thursday

7:30 AM - 7:30 AM

I-35W Solutions Alliance Board Meeting - CANCELED --

November 18, 2025

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings

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

10:30 AM - 10:30 AM

Budget Workshop (or following GGP) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

3:00 PM - 3:00 PM

Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom



Board of Commissioners

Request for Board Action

Item Number: DC-5037

Agenda #: 17.1

Meeting Date: 11/4/2025

Adjournment