



Dakota County

Physical Development Committee of the Whole Agenda

Tuesday, January 14, 2025

9:30 AM

Conference Room 3A, Administration
Center, Hastings

(or following **General Government and Policy**)

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

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

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

2. **Audience**

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

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

3.1 Approval of Agenda (Additions/Corrections/Deletions)

4. **Consent Agenda**

4.1 Approval Of Minutes Of Meeting Held On November 19, 2024

4.2 *Environmental Resources* - Authorization To Execute Contracts With Veolia ES Technical Solutions, L.L.C., And Clean Harbors Environmental Services, Inc., For Hazardous Waste Management

4.3 *Parks* - Authorization To Award Bid And Execute Contract With Native Resource Preservation, LLC, For Restoration And Enhancement At Grannis and McCullough Conservation Easements

4.4 *Parks* - Authorization To Award Bid And Execute Contract With Native Resource Preservation, LLC For Restoration And Enhancement Of County Conservation Easement On Wicklund Trust Property

4.5 *Parks* - Authorization To Acquire Wicklund Trust Property In Waterford Township And Amend 2025 Parks Capital Improvement Program Budget

- 4.6 *Parks* - Authorization To Execute Contract With Bolton & Menk, Inc. For Construction Administration And Inspection Services For Minnesota River Greenway In Burnsville And Eagan, County Project P00127
- 4.7 *Parks* - Authorization To Execute First Amendment With Max Steininger, Inc. For Veterans Memorial Greenway Construction In Inver Grove Heights, County Project P00147
- 4.8 *Physical Development Administration* - Authorization To Execute Contract With CityVerse For Real Estate Acquisition Tracking Software
- 4.9 *Transportation* - Authorization To Submit And Accept Grant Funds For 2025 Rebuilding American Infrastructure With Sustainability And Equity Federal Grant Program For County Projects 50-33 And 54-11
- 4.10 *Transportation* - Authorization To Execute First Contract Amendment With Kimley-Horn And Associates, Inc. And Execute Joint Powers Agreements With City Of Apple Valley For Improvements To County State Aid Highway 42 In Apple Valley, County Project 42-163
- 4.11 *Transportation* - Authorization To Execute Amendment To Contract With HDR Engineering, Inc., For County Road 86 Railroad Bridge Replacement In Castle Rock Township, County Project 86-34
- 4.12 *Transportation* - Authorization To Execute Purchase Agreement For Advanced Acquisition Of Property For Transportation, County Project 63-33
- 4.13 *Transportation* - Authorization To Execute Joint Powers Agreement With City Of Eagan For City Utility Improvement Incorporation Into 2025 Preservation Projects On County State Aid Highway 30, County Project 30-43

5. Regular Agenda

- 5.1 *Transportation* - Discussion And Direction On Transportation Cost Participation Policy For Aesthetics
- 5.2 *Physical Development Administration* - Approval And Authorization To Award Construction Contracts To Accomplish 2025 Transportation, Parks, And Facilities Capital Improvement Projects
- 5.3 *Physical Development Administration* - Approval Of Right Of Way Acquisition For Projects Included In The 2025 Transportation CIP, Authorization To Make First Offers Based On Appraised Values And Delegated Acquisition Settlement Authority

5.4 *Physical Development Administration* - Discussion And Direction On 2050 Parks, Greenways, And Natural Systems 2050 Vision Plan Draft Goals And New Park Units

6. **Physical Development Director's Report**

7. **Future Agenda Items**

8. **Adjournment**

8.1 Adjournment

For more information please call 952-891-7000.

Physical Development 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



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-3838

Agenda #: 3.1

Meeting Date: 1/14/2025

Approval of Agenda (Additions/Corrections/Deletions)



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-3837

Agenda #: 4.1

Meeting Date: 1/14/2025

Approval Of Minutes Of Meeting Held On November 19, 2024



Dakota County

Physical Development Committee of the Whole

Minutes

Tuesday, November 19, 2024

9:00 AM

Conference Room 3A, Administration
Center, Hastings

1. Call To Order And Roll Call

The meeting was called to order at 9:00 a.m. by Commissioner Holberg.

Present

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

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

Commissioner Atkins was present via Zoom, but was not part of the voting quorum.
Commissioner Slavik joined the meeting at 9:02 a.m.

The audio recording of this meeting is available upon request.

2. Audience

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

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

3.1 Approval of Agenda (Additions/Corrections/Deletions)

Motion: William Droste

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

On a motion by Commissioner Droste, seconded by Commissioner Workman, the agenda was unanimously approved. The motion carried unanimously.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman,
Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On October 22, 2024

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed
unanimously by those present.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman,
Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.2 Authorization To Execute Joint Powers Agreement With Minnesota Zoological Board To Provide Native Prairie Hay To Feed Zoo Animals

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed
unanimously by those present.

WHEREAS, by Resolution No. 17-274 (May 9, 2017), Dakota County's Natural
Resource Management System Plan (NRMSP) calls for increases in acres of
parkland restored, actively managed, and maintained and expansion of
partnerships and collaborations to effectively leverage external funding
resources; and

WHEREAS, to meet these goals, the NRMSP recognized the need to augment
the County's management tools; and

WHEREAS, the NRMSP directs staff to capitalize on potential revenue streams,
specifically highlighting the sale of prairie hay (p. 97); and

WHEREAS, the Minnesota Zoological Board (Zoo) is a Minnesota State board;
and

WHEREAS, the Zoo, authorized by Minn. Stat. § 471.59, is permitted to enter
into a joint powers agreement (JPA) with Dakota County; and

WHEREAS, the Zoo and the County are desirous of entering into this
Agreement so that the County and the Zoo may share the actual costs for

harvesting and transporting native prairie hay from the County and used by the Zoo; and

WHEREAS, a JPA has been prepared, which includes the following predominant terms: the Zoo will provide reimbursement for prairie hay to the County at the rate of \$210 per ton of native hay received; each year, the Zoo will provide the County with a letter indicating the amount of native hay the Zoo would like to receive from the County; the County makes no guarantees that the entirety of the estimated tonnage will be provided but will in good faith work to meet the amount of hay requested by the Zoo; and

WHEREAS, adequate funds are available within the Parks Natural Resources Capital Improvement Program to mow and gather the clippings into hay bales; and

WHEREAS, the proceeds from the sale of the hay will be used to reimburse the Parks Natural Resources Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a joint powers agreement with the Minnesota Zoological Board for the purpose of providing native prairie hay from the County to the Minnesota Zoological Board for animal feed and bedding, from January 1, 2025, through December 31, 2029, subject to approval as to form by the County Attorney's Office.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.3 Authorization To Award Bid And Execute Contract With RES Great Lakes, LLC For Church's Woods Restoration And Enhancement Project

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

WHEREAS, the Natural Resources Management System Plan adopted by Resolution No. 17-274 (May 23, 2017) determined that Parks Natural Resources shall restore Dakota County Parks System's natural areas per each Park Natural Resource Management Plan; and

WHEREAS, the Spring Lake Park Reserve Natural Resources Management

Plan was adopted by Resolution No. 21-313 (June 22, 2021) and identified high-priority ecological restoration sites within the park; and

WHEREAS, the County Board authorized the submission of a 2022 Minnesota Legislature (ML22) Outdoor Heritage Fund (OHF) grant request to the Lessard-Sams Outdoor Heritage Council (LSOHC) by Resolution No. 21-265 (May 18, 2021); and

WHEREAS, the County Board authorized the acceptance of \$6,066,000 in ML22 OHF grant funds with a County match of \$1,175,000 by Resolution No. 22-334 (August 23, 2022); and

WHEREAS, of this, \$910,400 in grant funds and \$145,664 in match funds were allocated for restoration/enhancement activities in Spring Lake Park Reserve, Miesville Ravine Park Reserve, and Lake Byllesby Regional Park; and

WHEREAS, a Request for Proposals was prepared and released on October 18th, 2024, for one of multiple project sites that will be restored with the ML22 OHF Grant Funds, which will restore 106 acres of Spring Lake Park Reserve at Church's Woods; and

WHEREAS, the proposal for this project was for initial restoration and enhancement tasks, and the alternates included prescribed burning and canopy gap enhancement throughout the project site; and

WHEREAS, the selected proposal was submitted by RES Great Lakes, LLC.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the proposal to and authorizes the Physical Development Director to execute a contract with RES Great Lakes, LLC for the Church's Woods Restoration and Enhancement project at Spring Lake Park Reserve, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.4 Authorization To Execute Contract With Dynamic Lifecycle Innovations MN LLC For Residential And Business Electronics Collection And Recycling

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

WHEREAS, by Resolution No. 18-493 (September 18, 2018), the Dakota County Board of Commissioners approved the 2018-2038 Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS, as part of the Master Plan, the Dakota County Board of Commissioners encourages residents and businesses to properly manage hazardous wastes and recyclables; and

WHEREAS, electronics, which can contain lead, cadmium, mercury, and lithium, continue to be the largest hazardous waste stream collected at The Recycling Zone; and

WHEREAS, televisions and monitors are collected for a fee while other electronics are collected from residents at no charge at The Recycling Zone and at one-day household hazardous waste collection events; and

WHEREAS, electronics are collected from businesses at The Recycling Zone for a fee; and

WHEREAS, Dakota County's current electronics recycling vendor contract expires December 31, 2024; and

WHEREAS, Dakota County staff issued a request for proposals on August 19, 2024, seeking a vendor to provide for the pickup, transportation, and recycling of 1) residential electronics collected by the County at The Recycling Zone; 2) business electronics collected through the County business collection programs; and 3) electronics collected by the County at household hazardous waste collection events; and

WHEREAS, Dakota County requests services for recycling electronics for a two-year contract term, with a two-year extension option for recycling services; and

WHEREAS, one potential vendor submitted a proposal which was evaluated by staff; and

WHEREAS, Dynamic Lifecycle Innovations MN LLC currently services Dakota County and other county electronics collection sites in Minnesota, Wisconsin, Illinois, and Michigan; has a demonstrated tracking and reporting system; has strict data and facility security practices; and identified the ability to recycle all electronic materials and the capability to manage increasing amounts of electronics; and

WHEREAS, the \$100,000 annual contract cost is included in the household hazardous waste annual budget; and

WHEREAS, staff recommends execution of a contract with Dynamic Lifecycle

Innovations MN LLC for recycling electronic wastes.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with Dynamic Lifecycle Innovations MN LLC, Inc. for a term from January 1, 2025, to December 31, 2026, with a two-year extension option, subject to the approval of the County Attorney's Office as to form and subject to approval by the County's Risk and Homeland Security Manager.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.5 Authorization And Execution Of Real Property Declaration For Shade Tree Bonding Grant Reimbursement Of Thompson County Park Natural Resource Improvements

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

WHEREAS, emerald ash borer (EAB) poses a significant threat to the forests of Dakota County and has resulted in a public safety concern in Thompson County Park; and

WHEREAS, the costs and priorities of ash tree removal within the County Park System were identified in the 2018 internal technical document, The Dakota County Emerald Ash Borer Management Plan; and

WHEREAS, the Dakota County Board of Commissioners adopted the Thompson County Park Natural Resources Management Plan by Resolution No. 20-037 (January 21, 2020), which made recommendations for ash tree removal; and

WHEREAS, by Resolution No. 21-495 (October 19, 2021), Dakota County executed a grant agreement with the Department of Natural Resources for a total reimbursement of \$42,250 for contracting labor to remove EAB-impacted trees and replace them with alternative tree species; and

WHEREAS, Dakota County has matched these grant funds with \$3,650 from the Natural Resources Base Fund for materials and supplies; and

WHEREAS, this grant imposes certain restrictions on the real property improved

with grant funds, such that the improved property may not be sold or significantly altered for 37.5 years; and

WHEREAS, Dakota County may agree to these restrictions on real property by executing the General Obligation Bond Financed Declaration; and

WHEREAS, staff recommends the Dakota County Board of Commissioners authorize the Chair of the Dakota County Board of Commissioners to execute the General Obligation Bond Financed Declaration to reimburse Dakota County for Thompson County Park improvements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Chair of the Dakota County Board of Commissioners to execute the General Obligation Bond Financed Declaration, subject to approval by the Dakota County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.6 Authorization To Execute Second Contract Amendment With Schreiber Mullaney Construction Company, Inc., For Crisis And Recovery Center

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

WHEREAS, the 2023 Capital Improvement Program (CIP) Adopted Budget as amended for the Crisis and Recovery Center project is a total of \$14,100,000; and

WHEREAS, by Resolution No. 23-380 (August 29, 2023), the County Board approved the original contract with Schreiber Mullaney Construction Company, Inc., in the sum of \$11,516,890; and

WHEREAS, with the original contract authorization, staff was also authorized to execute up to \$250,000 worth of post-award changes; and

WHEREAS, to date, staff executed one contract amendment totaling \$199,728.82 to amend the work scope and to extend the substantial completion date by 15 working days; and

WHEREAS, a second contract amendment is being requested to add

\$363,943.55 and 10 working days for additional work scope changes; and

WHEREAS, the total authorized contract amendments to this contract would then be \$563,672.37 for reimbursement of known construction change orders on the project; and

WHEREAS, the new substantial completion date of the construction contract will be December 16, 2024; and

WHEREAS, there are sufficient funds within the approved project budget for this amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract amendment with Schreiber Mullaney Construction Company, Inc., 1286 Hudson Road, Saint Paul, MN 55106, in an amount not to exceed \$363,943.55 and to add ten working days to the schedule, for a maximum contract total not to exceed \$12,080,562.37, subject to approval by the County Attorney's office as to form.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.7 Authorization To Accept Funding From State Of Minnesota Legislature-Appropriated Funds For State Fiscal Year 2025 Regional Parks And Trails Tree Planting Grant Program And Amend 2024 Capital Improvement Program

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

WHEREAS, the Dakota County allocation of State Fiscal Year 2025 Regional Parks and Trails Tree Planting Program is \$140,153; and

WHEREAS, the tree planting program will support: the Natural Resources Base Funding budget within the Parks Capital Improvement Program; and

WHEREAS, the proposed appropriation is aligned with County Board approved park and greenway master plans.

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

Commissioners hereby authorizes the Physical Development Division Director, or their designee, to accept State of Minnesota-appropriated grant funds for the reimbursement of costs associated with the planting of trees with more diverse, climate-adapted species in the regional park and trail system within Dakota County Parks' jurisdiction; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes staff to amend the 2024 Parks Capital Improvement Program for this funding received through Met Council in State Fiscal Year 2025; and

BE IT FURTHER RESOLVED, That the 2024 Parks Capital Improvement Program budget is hereby amended as follows:

Expense	
NR Base Program for Tree Planting	<u>\$140,153</u>
Total Expense	\$140,153
Revenue	
State Funding - NR Base	<u>\$140,153</u>
Total Revenue	\$140,153

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.8 Authorization To Submit Solid Waste Infrastructure For Recycling Grant Application And Execute Grant Agreement For Proposed Recycling Zone Plus

Motion: Mary Hamann-Roland Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

WHEREAS, the United States Environmental Protection Agency (EPA) has the Solid Waste Infrastructure for Recycling (SWIFR) grant available through the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, to provide funding to improve local post-consumer materials management programs including municipal recycling and make improvements to local waste management systems; and

WHEREAS, staff proposes to apply for the SWIFR grant and use the funds for a portion of the proposed Dakota and Scott counties regional household hazardous waste and recycling facility, called the Recycling Zone Plus; and

WHEREAS, the grant would meet the following funding requirements: establish, increase, expand, or optimize collection and improve materials management infrastructure, establish, increase, expand, or optimize capacity for materials management, and demonstrate a significant and measurable increase in the diversion, recycling rate, and quality of materials collected for municipal solid waste; and

WHEREAS, this grant request helps meet the Dakota County 2018 - 2038 Solid Waste Management Plan strategy 12.1 to increase opportunities for proper management of problem materials, hazardous waste, and household hazardous waste, strategy 12.3 to provide drop-off opportunities for problem materials and hazardous waste management, and strategy 12.4 to provide consistent and cost-effective household hazardous waste, hazardous waste, and problem management services; and

WHEREAS, the grant application deadline is December 20, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit a Solid Waste Infrastructure for Recycling grant application to the United States Environmental Protection Agency to fund a portion of the Recycling Zone Plus for an amount up to \$5,000,000; and

BE IT FURTHER RESOLVED, That, if the grant is awarded, the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director to execute a Solid Waste Infrastructure for Recycling grant agreement with the United States Environmental Protection Agency, subject to approval by the County Attorney's Office as to form and the funding will be included in the 2025 Facilities Capital Improvement Program budget.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

4.9 Approval Of 2025 Planning Commission Work Plan

Motion: Mary Hamann-Roland

Second: Liz Workman

Commissioner Slavik arrived after the vote. However, the item passed unanimously by those present.

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

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

WHEREAS, the County Board has identified topics for 2025, including the preparation of plans for natural resources, parks, greenways, and transportation; and

WHEREAS, the Planning Commission's 2025 Work Plan is consistent with County Board projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Planning Commission's 2025 Work Plan as presented to the Physical Development Committee of the Whole on November 19, 2024.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 5

Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 2

Commissioner Slavik, and Commissioner Atkins

5. Regular Agenda

5.1 Update On Design Alternatives For Interchange Improvements At County State Aid Highway 50/5 And Interstate 35 In City Of Lakeville, County Project 50-33

Doug Abere, Sr. Project Manager, presented this agenda item and responded to questions.

Information only; no action requested.

5.2 Approval Of Conceptual Phasing And To Amend Professional Services Contract With ALLiiANCE For Empire Maintenance Facility Redevelopment

Motion: William Droste

Second: Liz Workman

Jay Biedny, Capital Project Manager, presented this item and responded to questions. Erin Laberee, Transportation Director, was in the audience and also spoke about this item.

Commissioners raised concerns about the project's necessity and cost. Staff noted that the new facility would not be needed for another three years, allowing for the potential reuse of existing space. Proceeds from the future sale of the current Farmington and Hastings Transportation Shop sites could also be used to defray the cost of construction. The Transportation Department Director

supports the initiative, recognizing its potential benefits for community and connectivity.

Staff responded to questions related to the current use of the Hastings and Farmington Shops, the need for heated versus unheated storage space, and possible reuse of office space at the Western Service Center should the Transportation Department relocate to Empire.

The discussion ended with an optimistic outlook for Phase One construction in 2027, which would close the Hastings Shop. Phase 2 construction outside of the current five-year planning cycle and would close the Farmington Shop. The potential office addition could be done at the same time as either of those projects or as a stand-alone project. This timeline allows for careful planning and effective resource allocation to ensure the project's successful execution. The Committee was supportive of moving the staff-recommended projects, including Phases 1 and 2 and the Office addition presented as option A, to full schematic design, with the knowledge that these projects would come back to the board for further discussion prior to construction. A potential third Phase, which would create a separate storage space specifically for the Sheriff's Office equipment, was also presented as an option for future consideration.

WHEREAS, Phase One improvements were completed at the Empire Maintenance Facility in 2020, including only half of the proposed South Building; and

WHEREAS, an addition to the South Building was included in the 2024-2028 Building Capital Improvement Program Adopted Budget and funded in 2024; and

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

WHEREAS, Capital Projects Management pledged to the Board 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, the Transportation Department requested to co-locate all department staff to the Empire Maintenance Facility to improve efficiency; and

WHEREAS, this project scope is trying to complete three goals: expand the South Building as previously planned and currently funded, incorporate that construction into a phased approach for maintenance facilities that were to be at Hampton, and explore co-locating all Transportation Department staff at the Empire Maintenance Facility; 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, ALLiANCE worked with a Core Planning Group to confirm the programmatic needs and develop conceptual phases of construction; and

WHEREAS, three conceptual phases were developed to meet short- and long-term equipment storage and staff needs for the Transportation, Fleet, Facilities Management, and Sheriff's departments at the Empire Maintenance Facility; and

WHEREAS, two additional approaches were developed to meet Transportation Department staff needs to co-locate at the Empire Maintenance Facility; and

WHEREAS, staff recommends moving ahead with design for equipment storage Phase One and Two plus Transportation Department staff Approach A; and

WHEREAS, additional design efforts to confirm a project scope, schedule and budget are necessary; and

WHEREAS, ALLiANCE has provided a fee proposal to provide full schematic design services for the recommended approach and to increase fees by \$390,000; for a new not to exceed contract value of \$529,050; and

WHEREAS, there are sufficient funds within the project budget to cover this contract increase.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves proceeding with the recommended conceptual designs as presented and authorizes the Facilities Management Director to execute a contract amendment to the professional services contract with ALLiANCE, 400 Clifton Avenue S., Minneapolis, MN 55403 to increase professional design fees for the Empire Maintenance Facility Redevelopment, in an amount not to exceed \$390,000, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 12/3/2024.

Ayes: 6

Commissioner Slavik, Commissioner Halverson, Commissioner Droste, Commissioner Workman, Chairperson Holberg, and Commissioner Hamann-Roland

Excused: 1

Commissioner Atkins

5.3 Review Of Parks Cost Recovery Framework And Discussion On Parks Funding Strategy

Parks Director Niki Geisler presented the current cost recovery model and the challenges in accurately tracking revenue and expenses associated with the parks' operating budget. Staff also discussed the various funding sources for the park's operating budget.

The discussion emphasized the need for improved tools for categorizing cost and recovery rates, currently broadly defined (0-50%, 50-100%, 100%+).

Commissioners emphasized ensuring equitable access to Dakota County parks for all community members. They considered strategies to achieve this goal, such as scholarship programs for low-income families and creating easier access points to park facilities and programs. These initiatives aim to foster inclusivity, ensuring everyone benefits from the parks system.

They also discussed the role of ELF (Environmental Legacy Fund) and the need for better facility utilization data. Commissioners stressed the need for advanced data analysis to monitor revenue streams, identify growth areas, and make legislative changes to improve revenue management efficiency.

Staff were directed to reevaluate the current cost recovery framework to establish narrower goals for specific services, such as 0-25%, 26-50%, 51-75%, and 76-100%. Staff were also directed to consider all the potential options presented for future park funding, with the exception of park entrance fees. The Committee also directed staff to explore the possibility of a Park Development Fund.

Information only; no action requested.

5.4 Overview Of Draft Dakota County 2025-2029 Capital Improvement Program

Erin Stwora, Deputy Director, presented this item and responded to questions.

Information only; no action requested

5.5 Discussion To Consider Acquisition Of Wicklund Property In Waterford Township

Al Singer, Real Estate Manager, and Tom Lewanski, Natural Resource Manager, presented this topic and responded to questions. The committee unanimously endorsed the acquisition of land and the organization of special hunting events facilitated by external organizations as effective means of reducing costs. However, several concerns were raised during the discussion.

Key issues included ensuring adequate public access to these areas, the ongoing maintenance costs associated with the acquired properties, and the urgent need for a clear and comprehensive policy regarding access rights and proposed improvements for future County Park Conservation Areas. The committee emphasized that addressing these concerns is crucial for the successful implementation of the initiatives and for maintaining transparency

with the public. Staff intends to better define County Park Conservation Areas and the base level of service for those areas in the pending update to the County Park Vision Plan.

The committee strongly emphasized the necessity of prioritizing the maintenance of current facilities and infrastructure. They highlighted the importance of ensuring that any new project aligns with established budget constraints, considering the significant financial challenges faced by local families.

Staff were directed to move forward with the property acquisition and to research how best to incorporate the hunting issue into the agreements so that it does not create a broad precedent for the future.

Information only; no action requested.

6. Physical Development Director's Report

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

7. Future Agenda Items

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

8. Adjournment

8.1 Adjournment

Motion: Mary Hamann-Roland

Second: Mike Slavik

On a motion by Commissioner Mary Hamann-Roland, seconded by Commissioner Mike Slavik, the meeting was adjourned at 11:18 a.m.

Ayes: 7

Respectfully submitted,
Liz Hansen
Administrative Coordinator



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4088

Agenda #: 4.2

Meeting Date: 1/14/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contracts With Veolia ES Technical Solutions, L.L.C., And Clean Harbors Environmental Services, Inc., For Hazardous Waste Management

PURPOSE/ACTION REQUESTED

Authorize the execution of contracts with Veolia ES Technical Solutions, L.L.C. (Veolia) and Clean Harbors Environmental Services, Inc. (Clean Harbors) for hazardous waste management.

SUMMARY

Minn. Stat. § 115A.96 requires counties to have a household hazardous waste (HHW) program that provides for the collection, storage, and proper management of hazardous waste to keep it out of the solid waste stream.

The State of Minnesota executes contracts for various goods and services, including hazardous waste management. These contracts are available to counties and other governmental agencies to use. Dakota County has been using the State's hazardous waste contract to manage the household hazardous waste collected at The Recycling Zone and one-day collection events for over 20 years. Under the existing agreement between Dakota County and the Minnesota Pollution Control Agency (MPCA), the State will indemnify the County if the County uses State contracts to manage its HHW. The County Attorney's Office and Risk Management determined that to continue using the State's hazardous waste contract, the County should execute a separate contract that incorporates all the terms and conditions of the current state contracts.

Veolia and Clean Harbors are the two State contract vendors for hazardous waste management. Veolia is the vendor currently contracted by Dakota County to manage most of the hazardous waste collected at The Recycling Zone. In 2023, Dakota County shipped a million pounds of hazardous waste with Veolia, including paint, solvents, pesticides, corrosive material, and poisons. If Veolia is unable to provide the County with weekly HHW services, Clean Harbors could be used. Given the space constraints at The Recycling Zone, the storage limits in the hazardous waste rules, and the time needed to execute a contract of this size, having contracts with both vendors will ensure uninterrupted service.

The current State contract for hazardous waste management will expire on December 31, 2024, with a new contract to be executed on March 1, 2025. The State contracts are subject to annual renewal to adjust the pricing for hazardous waste management services. The County-issued contracts would also be subject to annual renewal or amendment to track with the State contracts and the State contract pricing. The amount of the annual contracts would be subject to the need for the services

each year and subject to the County Board's annual budget approval for the services.

RECOMMENDATION

Staff recommends executing contracts with Veolia ES Technical Solutions, L.L.C., and Clean Harbors Environmental Services, Inc., for hazardous waste management and authorizing the Environmental Resources Director to execute annual renewals of the contracts for up to nine years, in an amount consistent with the annual budget for the required services.

EXPLANATION OF FISCAL/FTE IMPACTS

The Environmental Resources Department budget includes funds to operate the HHW Program, including funds for hazardous waste disposal, with a Direct Program Expense budget of \$2,731,000.

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

RESOLUTION

WHEREAS, Minn. Stat. § 115A.96 requires counties to have a household hazardous waste program to help keep hazardous waste out of the solid waste stream; and

WHEREAS, the Dakota County Board of Commissioners wishes to provide a household hazardous waste program to further the goals of protecting public health and the environment; and

WHEREAS, Veolia ES Technical Solutions, L.L.C., and Clean Harbors Environmental Services, Inc. are the State contract vendors for hazardous waste management; and

WHEREAS, the current Agreement for the Operation of a Household Hazardous Waste Program with the Minnesota Pollution Control Agency indemnifies the County when the County uses State contracts for hazardous waste management; and

WHEREAS, Dakota County currently uses the State contract to manage hazardous waste collected at The Recycling Zone and one-day events; and

WHEREAS, the County's Attorney's Office and Risk Management determined that a County contract is needed for hazardous waste management; and

WHEREAS, the \$800,000 annual contract cost is included in the household hazardous waste annual budget; and

WHEREAS, staff recommends execution of contracts with Veolia ES Technical Solutions, L.L.C., and Clean Harbors Environmental Services, Inc., for hazardous waste management.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with Veolia ES Technical Solutions, L.L.C., for hazardous waste management for waste collected at The Recycling Zone and one-day collection events 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 Environmental Resources Director to execute a contract with Clean Harbors Environmental

Services, Inc., for hazardous waste management for waste collected at The Recycling Zone and one-day collection events, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the terms of the contracts will start March 1, 2025, and will incorporate the same terms and conditions of the State contracts; and

BE IT FURTHER RESOLVED, That the Environmental Resources Department Director is authorized to execute annual renewals of the contracts for up to nine years in an amount consistent with the annual budget for the required services.

PREVIOUS BOARD ACTION

23-271; 6/20/23

ATTACHMENTS

Attachment: Veolia Contract

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Dave Magnuson



State of Minnesota Contract

SWIFT Contract No.: 238887

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“State”) and Veolia ES Technical Solutions, LLC. whose designated business address is 3230 101st Avenue NE, Blaine, MN 55449 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State issued a solicitation identified as SWIFT Event No. G0210-2000013755 on May 2, 2023, for Hazardous Waste Management (“Solicitation”);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. December 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
- 1.2 Expiration date. November 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first, the initial term. The contract may be extended for up to an additional nine (9) years, in increments as determined by the State, through a duly executed amendment.
- 1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is Katy McCann, Acquisition Management Specialist (AMS), 50 Sherburne Ave, Suite 112, Saint Paul, MN 55155, (651) 201-3128, or her successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Duane Aldridge, Operations Manager, at the following business address and telephone number: 3230 101st Avenue NE, Blaine, MN 55449 and (763) 283-5318, or his successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits


The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

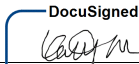
Exhibit B: Insurance Requirements

- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule
- Exhibit E: Waste Management Flow Diagram
- Exhibit F: Facility and Transport List
- Exhibit G: Facility Audit Form
- Exhibit I: Annual Report

1. Veolia ES Technical Solutions, LLC.
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.5

Print name: Robert Edward Cappadona
 Signature: 
Robert Edward Cappadona (Nov 8, 2023 15:08 EST)
 Title: President Date: Nov 8, 2023

2. Office of State Procurement
With delegated authority

Print name: Katy McCann
 Signature: 
528DC1874FBB4A7
 Title: Acquisition Management Specialist Date: 11/28/2023

3. Commissioner of Administration
As delegated to The Office of State Procurement

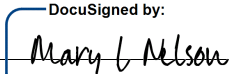
Print name: Mary L Nelson
 Signature: 
B05E75E5499E4C9
 Title: Acquisition Supervisor Date: 11/28/2023

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered. The Contractor may cancel this Contract at any time, with or without cause, upon 180 days' prior written notice to the State.

3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and

effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

5.3 In addition, the Contractor shall also indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising out of any pollution, environmental damage or adverse effects on the environment or impacts to human health related to the waste materials and process residuals after acceptance of the waste materials, or while waste materials are in the possession of the Contractor, its agents, employees, or subcontractors.

5.4 Liability under MERLA.

5.4.1 When performing work under the Contract for the State when the State is acting pursuant to Minn. Stat. Section 115B.17 of the Minnesota Environmental Response and Liability Act (MERLA), the Contractor that is not otherwise responsible for a release or threatened release of hazardous substances or pollutants or contaminants is considered to be a contractor that is performing response actions in accordance with a plan approved by the Commissioner, for purposes of Minn. Stat. §115B.03, subd. 10.

5.4.2 When performing work under the Contract for the State when the State is acting:

5.4.2.1 pursuant to Section 115B.17 of MERLA, or

5.4.2.2 in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300), promulgated by the U.S. Environmental Protection Agency (EPA) pursuant to 42 U.S.C. § 9605 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) with respect to any release or threatened release of a hazardous substance, the Contractor is considered to be engaged in acts taken or omitted in preparation for, or in the course of rendering care, assistance and advice to the Commissioner or the Agency for purposes of Minn. Stat. § 115B.04, subd. 11, and, in the event a third party claims injury or damages resulting from acts or omissions arising from performance of the Contract, the defense provided under Section 115B.04, subd. 11, is intended, but not warranted by the State, to be available to the Contractor and the State as a defense to MERLA liability claims.

5.4.3 The provisions of the Liability under MERLA paragraphs are intended, but not warranted by the State, to include subcontractors approved by the State.

5.5 **Liability under CERCLA.** To the extent that the Contractor meets the definition of a “response action contractor” under 42 U.S.C. § 9619(e) of CERCLA, it is intended, but not warranted by the State, that the Contractor be exempt from liability under CERCLA or other federal law as is provided in 42 U.S.C. § 9619. Furthermore, 42 U.S.C. § 9619 provides the President with discretionary authority to indemnify response action contractors for releases of hazardous substances or pollutants or contaminants arising out of negligence in the course of Superfund work. No indemnification by the State is created by the Contract. The term “response action contractor” is intended, but not warranted by the State, to include subcontractors approved by the State.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources. In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases.

8. Ownership of Waste Materials.

Ownership of waste materials must pass from the Contract User to the Contractor as follows: (a) if the Contractor provides transportation, upon the Contractor’s initial handling of waste materials; (b) if the Contract User, or its agent, provides transportation, upon acceptance of waste materials at the Contractor’s facility.

9. Contract User Not Liable.

When waste materials are processed and/or recycled by the Contractor or the Contractor’s subcontractors, the Contract User must not be liable for releases of hazardous substances, pollutants, or contaminants occurring a) during or after processing, or b) from process residues or by-products.

10. Litigation Responsibilities.

The State may request the assistance of the Contractor as part of active civil and/or criminal investigations. If such assistance is requested, the Contractor agrees to notify the requester of any potential or actual conflict of interest. Further, the Contractor agrees to not enter into a conflict of interest position during the course of any subsequent legal or administrative action(s), unless otherwise approved by the appropriate agency and by the attorneys assigned to the case by the State. The Contractor must, upon request, provide factual and expert testimony on behalf of the State in proceedings involving its work under this Contract.

The Contractor agrees to provide consultation regarding issues related to a case and to serve as trial witnesses, if necessary. No work undertaken by the Contractor in the preparation for any legal or administrative actions must be disclosed without the prior written consent of the attorney(s) assigned to the case by the State. Contractor's reimbursement for such work may include reasonable expenses, including mileage and per diem, as determined by the current State of Minnesota Commissioner's Plan. The labor rates listed on the Exhibit D Price Schedule will apply. Any such expenses must be approved in advance by the State.

11. Warranty.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor must be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor must, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

12. Cooperative Purchasing Venture (CPV) Members.

The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website www.mmd.admin.state.mn.us.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms must not modify, diminish, or derogate the terms applicable to the State.

13. Delivery of Services.

Contractor is obligated to provide mobilization and other state services on the date or dates quoted to the contract user. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default and/or damages may apply.

Contractor must confirm pickup locations and requirements with the ordering entity. Prior to service delivery, the Contractor is responsible for confirming in writing with the ordering entity that the pickup location will accommodate loading the waste hauling vehicle. No shipment or services can be scheduled on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity. See additional requirements in Exhibit C: Specifications, Duties, and Scope of Work, item no. 7, titled Mobilization and Transport.

14. Risk of Loss.

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

15. Damages.

The Contractor acknowledges that damages may be incurred by the Contract Users due to delays or other actions or inactions by the Contractor in providing Contract services. These damages are in addition to any remedies available under this Contract. Damages may include, but are not limited to, the following:

- Costs for storage and/or labor associated with preparing waste materials for shipment if the Contractor cannot pick up waste materials as requested by the Contract User in accordance with the Contract;
- Administrative costs and loss of productivity in locating an alternate Contractor or source for services;
- Fines and/or penalties assessed to the Contract User if waste materials are not removed from the collection site within the regulatory timeframe;
- Fines and/or penalties assessed to the Contract User related to the improper or inadequate provision of Contract Services, including, but not limited to, completion of the shipping papers or manifests, completion of land disposal ban forms, container labeling and marking, or container management;
- Costs for waste materials managed at unauthorized facilities. Contract Users are not responsible for management or transportation costs when waste materials are managed at unauthorized facilities. The Contractor is responsible for the costs incurred to recover waste materials from unauthorized facilities and the cost to redirect the waste materials to authorized facilities;
- If the Contractor fails to provide Contract Services as provided in the written work order for the service(s), and if the cost of the goods or services purchased from other sources on the open market exceeds the cost of such goods or services under this Contract, the Contractor, at the Contract User's option, must pay the actual difference to the Contract User;
- The Contractor agrees that the Contract Users must have the right, in addition to other remedies, to liquidate such damages through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing of the Contractor.

16. Purchase Orders and Purchasing Cards.

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

17. Subcontracting and Subcontract Payment.

17.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor must not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract must apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract must serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

17.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

18. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

19. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request must comply with applicable law.

20. Intellectual Property Rights.

20.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

20.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

20.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

20.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

20.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents must be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the

Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

20.3 Pre-existing Intellectual Property. Each Party must retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

20.4 Obligations.

20.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

20.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

20.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

21. Copyright.

The Contractor must save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

22. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

23. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract must remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

24. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

25. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

26. Quarterly and Annual Usage Reports.**26.1 Quarterly Usage Reports**

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

The contractor may use the Annual Report Format, Exhibit I to generate quarterly report totals.

26.2 Annual Usage Reports

The Contractor must use the Annual Report Form, Exhibit I to provide annual reports to the Annual Reports covering the calendar year are due on February 1 of each calendar year.

27. Administrative Fee.

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

28. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

29. Publicity and Endorsement.

29.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

29.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

30. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor must provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

31. Federal Funds.

31.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

31.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

32. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

33. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

34. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

35. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

36. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

36.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

36.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

36.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

36.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment,

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

36.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

36.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

36.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

36.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

36.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

37. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

38. Background Security Compliance.

Contractor is required to conduct background checks required by State and Federal law. In addition, Customers may require a Background Check on individual(s) selected for work under this contract. When required, the selected individual(s) must complete and submit any required consent forms, including but not limited to investigation forms, photo identification, and fingerprinting. Unless otherwise notified in writing by ordering entity, Contractor must be responsible for the review and evaluation of Background Check results, in compliance with all State and Federal laws. Costs related to Background Checks must be the sole responsibility of the Contractor. Contractor certifies compliance with this provision throughout the Contract term.

39. Waste Materials Characterization.

Except to the extent that the Contractor packages and prepares the waste materials for shipment, the Contract User or its agent represents that the waste materials that are loaded and removed must be the waste materials defined and characterized by the Contract User or its agent. If the waste materials are packaged by the Contract User or its agent, such waste materials must be prepared for shipment and packaged in containers specified by the then current and applicable regulations.

40. Waste Materials Description.

The Contractor has the right to reject any shipment of waste materials that does not conform to the description provided by the Contract User, or its agent, or if any waste materials do not meet Contractor's permit requirements. The Contractor must notify the Contract User of such rejection and must assist the Contract User in determining and arranging alternate management methods for the rejected waste. If waste materials can be accepted at the Contractor's facility, for safe management, the Contract User must pay reasonable charges incurred by the Contractor and provided to the Contract User an itemized invoice for alternate waste management approved, for an amount not to exceed \$5,000.00.

41. Auditing and Authorization of Transporters, Facilities and Labor Subcontractors.

In no case must the Contractor use a transporter, facility, or subcontractor without having received a written authorization from the State's Authorized Representative. The State's Authorized Representative retains the right to disapprove the use, or continued use, of any transporter or facility or any subcontractor at any time.

The Contractor must retain and maintain the facilities, transporters and subcontractor labor needed to provide all Contract services throughout the term of the Contract, or the State may, at its option, cancel the Contract.

Upon request of the State, the Contractor must provide information for any facility, transporter or subcontractor it uses or intends to use. This information may include:

- a. Copies or summaries of audits conducted by or for the Contractor;
- b. Third party or internal audits of Contractor owned facilities;
- c. Financial information such as audited financial statements including auditor's opinion, or audited tax statements for the last four years, or SEC 10K reports, or other financial information required by the State;
- d. A description of the permitted or operational capabilities of the facility, or transporter;
- e. Copies of inspection reports and correspondence related to inspections or audits conducted by local, State and federal regulatory agencies in the past three years;
- f. Verification of management of waste materials in accordance with the approved Waste Management Plan;
- g. Verification of management of process residuals in accordance with the approved Waste Management Plan;
- h. Site sampling and analysis data from monitoring wells, soil sampling and air monitoring, etc.;
- i. A summary of releases and corrective actions;
- j. Transporter safety and violation history;
- k. Copies of applicable insurance certificates; and
- l. Verification of the use of documented procedures in the laboratory as defined in the laboratory's quality assurance manual for the Contractor's lab or for any laboratory used by the Contractor.
- m. Any other information related to the provision of contract services.

The State, through the State's Authorized Representative, reserves the right to request on its behalf or on behalf of a member of the CPV that the Contractor provide information for periodic review of authorized facilities, or transporters. That information may include, but is not limited to, updates to the original audit information and the information listed above, as well as a description of any changes in the permitted or operational capabilities of the facility or transporter. The Contractor must provide the requested information within two weeks of the request.

The State may request the Contractor to utilize the services of a subcontractor recommended by the State's Authorized Representative. Use of the subcontractor will be pursuant to a mutual decision between the State and the Contractor. The Contractor must not be required to use a subcontractor recommended by the State if the Contractor demonstrates that the recommended subcontractor cannot perform the required tasks(s), or that there are other compliance or safety-related concerns. Pricing for the use of a subcontractor recommended by the State will be evaluated and adjusted accordingly.

42. Facility and Transportation Authorization For Use.

The Contractor must use only those facilities and transporters that are authorized for use in Exhibit F. If the Contractor wishes to request authorization of an additional facility, transporter or labor subcontractor, the Contractor must contact the State's Authorized Representative. The Contractor must provide a completed description of the waste materials managed and the need for authorizing an additional facility. The Contractor must also include an audit form as appropriate, either Exhibit G Facility Audit, or Exhibit H Transporter Audit, a revised Exhibit E Flow Diagram, and the information needed to complete Exhibit F Authorized Facilities and Transporters. The State may request additional information. The State may also conduct an on-site audit, in which case the Contractor agrees to authorize access to the site by the State or its designated representatives. The State may also opt to acquire an audit or financial reports prepared by an independent third-party auditor. The State will review the information collected and decide whether to authorize the additional facility or transporter to provide services. Proposed facilities and transporters may not be utilized to provide services until an Amendment to add additional facilities or transporters is signed by both parties.

43. Financial Stability Assessments and Environmental Audits.

The State reserves the right to conduct financial stability assessments of the Contractor or any Subcontractors during the entire Contract term. The State reserves the right to conduct environmental audits of the Contractor or any Subcontractors during the entire Contract term.

44. Shipment to Non-Authorized Facilities.

Any waste material or process residual shipped to non-authorized facilities will be recovered and managed at the appropriate authorized facility at the expense of the Contractor.

Contract Users will not pay waste management or transportation costs for any waste materials or process residuals shipped to non-authorized facilities that cannot be recovered from the non-authorized facility.

Nonperformance by shipping waste materials or process residuals to non-authorized facilities, transportation by non-authorized transporters, or use of alternative technologies that have not received prior approval from the State is not allowed and subject to Damages in clause 15, or Termination, clause 3.

45. Mishandling or Abuse.

The Contractor must be responsible for all additional disposal, transportation, maintenance and repair costs that occur due to Contractor mishandling or abuse of Contract User waste materials, buildings, property, equipment, materials or supplies.

46. Waste Tracking.

A copy of the shipping paper signed by an authorized representative of the receiving facility must be attached to the invoice required in the Invoice and Revenue Receipts Requirements Part of the Exhibit D, Supplement 1.

The Contractor must provide waste material management information to the Contract User as an attachment to the invoice. The information must include the waste management method, management facility used and an accounting of the status of all containers that have been recycled or are in storage, including containers that have been transported to another management facility.

47. Certificates of Conversion, Reuse or Refurbishment, Recycling, Disposal or Destruction.

At the request of the Contract User, a certificate that documents and attests to the conversion, recycling, disposal, reuse or refurbishment, and/or destruction of all waste materials and process residuals accepted and managed under the terms of this Contract must be provided to the Contract User. The certificate must also contain the name of the Contract User, name and address of the facility, date of conversion, recycling, disposal, reuse or refurbishment, and/or destruction, identification of the waste material by waste stream as listed on the invoice, management/processing technology used, unique identification number from shipping papers, and unique identification number from the associated invoice. The certificate must show tracking of the waste material from the Contract User to the final facility. Certificates must be provided to DCPs within thirty (30) days of the conversion, recycling, reuse or refurbishment, disposal or destruction of the waste material.

48. Staffing Levels and Communication.

The Contractor must provide the staffing levels necessary to service the needs of Contract Users and to perform the work required. The Contractor must employ sufficient, knowledgeable staff to meet the service requirements. The Contractor must have an employee available at all times who is able to communicate in English with Contract User personnel regarding tasks and specific requirements of the contract. For pickup and shipping of waste material, the Contractor must prepare shipping papers and markings in English in compliance with the shipping requirements of 49 CFR Part 172.201(a)(2), 49 CFR Part 172.304 (a)(1) and 49 CFR Part 177.817.

49. Health and Safety of Employees.

The Contractor must be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed. The Contractor must maintain all required Health and Safety Plans, which must meet all applicable laws, regulations, rules, standards, and ordinances. The Contractor must ensure that all of the Contractor's employees, and those of all subcontractors, have received all of the training and monitoring required to properly and safely perform the services. Such training and monitoring includes, but is not limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and Resource Conservation and Recovery Act (RCRA). Further, the Contractor must provide all employees with necessary personal protective equipment, such as special clothing and head, respiratory, eye, hand and foot protection. At the request of the Contract Users, the Contractor must provide copies of training records for staff.

50. Transportation Equipment.

The Contractor must be able to provide transportation equipment that can accommodate the various transportation options. It is anticipated that some Contract Users will not have loading docks at their location so trucks with lift gates may be needed for pickups at these sites.

51. Responsiveness.

The Contractor(s) must have ten (10) days following commencement of the Contract to establish a primary and secondary contact to provide direct and timely service and invoice information to the Contract Users and a toll free number, a fax number and e-mail capabilities for use by Contract Users for Contract related inquiries. Business calls and e-mail from Contract Users must be returned by the Contractor within one business day.

52. Key Personnel.

The Contractor's Key Personnel must have sufficient, to be determined by the State, training and experience in the Hazardous Waste Business.

53. Emergency Operations.

The State prefers that the Contractor have an Emergency Operations plan in the case of an emergency or disaster in the State of Minnesota.

54. Due Diligence Assessments.

The Contractor must conduct and document due diligence assessments of all transporters and facilities used to manage waste materials under this Contract. All waste materials must be managed only at facilities that meet the terms of the Contract. Records must be kept that demonstrate that all facilities that receive waste materials comply with the terms of the Contract.

For a due diligence assessment of any processing, recycling or disposal facility that receives waste materials, the Contractor must ensure that:

- Facilities are fully licensed by all applicable governing authorities.
- Facilities have a written plan describing the facility's risk management objectives for environmental, health and safety performance and compliance and its plan for attaining these objectives.
- Facilities take sufficient measures to safeguard occupational and environmental health and safety. Such measures may be indicated by local, state, national and international laws, rules, regulations, ordinances, agreements, principles and standards, as well as by industry standards and guidelines.
- Personnel receive Environmental Health and Safety training.
- Appropriate measures are taken to protect workers, the general public and the environment from hazardous dusts and emissions. Such measures may include, but are not limited to, adaptations in equipment design or operational practices, airflow controls, personal protective devices for workers, pollution control equipment or a combination of these measures.
- Facilities have an up-to-date, written plan for reporting and responding to releases that could impact human health or the environment, including emergencies such as accidents, spills, fires, and explosions.
- Facilities have liability insurance for releases, accidents and other emergencies.
- Facilities complete an Environmental Health and Safety audit, preferably by a qualified independent auditor, on an annual basis.
- Facilities have an on-going and documented monitoring and recordkeeping program that tracks key process parameters, compliance with relevant safety procedures, effluents and emissions, and incoming, stored and outgoing waste materials.
- Facilities have adequate plans for closure. The adequacy of closure plans and financial guarantees is determined by local, state, national and international regulations, agreements, principles and standards, as well as by industry standards and guidelines, considering the level of risk.
- Facilities are financially sound. This may include review of financial information such as audited financial statements including auditor's opinion, or audited tax statements for the last four years, or SEC 10K reports, or other financial information required by the State.

55. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue, Ownership of Waste Materials, Quarterly and Annual Usage Reports; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and redacted copies of policies must be submitted to the State's Authorized Representative upon written request for discovery purposes in the event of loss or damage.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows: [For PT and Agency RFB contracts - Add agency contract holder's address. Do not use Department of Administration address detailed below.]

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State

of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$5,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

- CA 9948 Endorsement – Pollution Liability – Broadened Coverage (or equivalent)
 - CA 9948 is an endorsement that is attached to an Automobile Liability policy for Contractors who are handling pollutants. This endorsement extends the Automobile Liability policy to cover liabilities incurred as a result of the discharge, dispersal, seepage, migration, release or escape of pollutants that are part of the contract work, which are being transported, towed by, handled, stored, disposed of or processed in or upon a covered vehicle, if they are upset or overturned.
- MCS 90 Endorsement
 - MCS-90 is an endorsement that is attached to the Automobile Liability policy of motor carriers as set forth by the Motor Carrier Act of 1980. The endorsement assures compliance by the insured, within

the limits stated therein, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

4.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 Pollution Liability Insurance

The Contractor shall maintain Pollution Liability insurance (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy) and in case any work is subcontracted, the Contractor will require the subcontractor to provide Pollution Liability insurance, unless the requirement is noted as waived in these specifications for specific types of work. Unless otherwise specified, the insurance **minimum** limits of liability shall be as follows:

Legal Liability:

- \$10,000,000 – Per Occurrence
- \$10,000,000 – Annual Aggregate

Contractors Pollution:

- \$10,000,000 – Per Occurrence
- \$10,000,000 – Annual Aggregate

The following coverages shall be included:

- Policy will include non-owned disposal site Pollution Liability.
- Policy will not contain a lead exclusion.
- Waiver of subrogation in favor of the State of Minnesota

Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.5 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance **minimum** limits are as follows:

\$5,000,000 - per claim or event

\$5,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

4.6 The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

4.7 Additional Insurance Conditions:

- Include legal defense fees in addition to its liability policy limits; and
- The Contractor shall provide a photocopy of the Contractor's, any subcontractor's or sub-subcontractor's, at any level, current MCS-90 Form which shows evidence that the transporter has an endorsement on the Motor Carrier Insurance Policy to cover the cost for clean-up of waste in the environment should an accident occur while transporting waste.
- Where applicable, the Contractor shall provide a photocopy of the Contractor's, any subcontractor's or sub-subcontractor's, at any level, valid Hazardous Waste Transporter License issued by the MN Department of Transportation to show evidence of the Transporter's Form E Insurance Policy providing coverage for public liability and property damage, as required by the Federal Motor Carrier Regulations.
- The Contractor shall provide a photocopy of the MN intrastate motor carrier operating authority or the interstate authority registration for Minnesota, if Contractor, subcontractor or sub-subcontractor at any level is providing "for hire" services for the transportation of hazardous waste.

Exhibit C: Specifications, Duties, and Scope of Work

The Contractor will provide the pickup, transportation, recycling, and management of waste materials generated by the State and CPV members (Contract Users) in accordance with the terms in this contract.

- 1. Instructions to Contract Users.** The Contractor must provide written and, if requested, oral instructions to Contract Users for the safe removal, handling, packaging, labeling, emergency spill response, transportation, storage, and management of waste materials managed. The Contractor must also be available for specific questions on these items from Contract Users and their subcontractors.
- 2. Contractor User Representatives.** The Contractor must interact with representatives on behalf of Contract Users through other State Contracts. Payment for Contract Services may be provided by the representatives for the Contract User.
- 3. Contractor Warranty.**
 - 3.1. The Contractor must supervise and direct the work of the Contract using the best skill and attention.
 - 3.2. The Contractor must implement engineering controls or work practices that ensure there is no property damage, contamination of work area or exposure to employees or other persons. If applicable, the Contractor must provide and prominently display warning devices and signs.
 - 3.3. The Contractor must promptly remedy damage or loss to property caused in whole or in part by the Contractor, or subcontractor, or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.
 - 3.4. For any incident of personal injury, property damage or release to the environment, the Contractor must provide written notification to the Contract User that describes the incident and any corrective actions taken. When requested by the Contract User, the Contractor must participate in evaluation and resolution of the incident.
- 4. On-Site Conduct and Protection of Persons and Property.**
 - 4.1. The Contractor and any subcontractors must comply with all operational, collection site safety and health, emergency contingency, security and any other collection site-specific plan while performing Contract services.
 - 4.2. The Contractor must properly attire its staff and subcontractor staff to assure they present a clean and neat appearance at all times. Staff must wear a company issued identification badge, which must be visible at all times. The employee identification badge must include the Company's name; the employee's first and last name and picture; and their company identification number, if assigned.
 - 4.3. The Contractor must confine operations at the collection site to areas permitted by law, ordinances, permits and the Contract documents and must not encumber the collection site with any materials or equipment.
 - 4.4. The Contractor must, at all times, keep the premises free from accumulation of waste caused by its operations.
 - 4.5. No smoking must be allowed in any part of a building or in non-designated locations.
 - 4.6. The Contractor at all times must enforce among its employees and subcontractors adherence to the Respectful Workplace Policy [HR/LR Policy #1432](#) at collection sites. The Contractor must not employ any unqualified person or anyone not skilled in the assigned task.
 - 4.7. The Contractor must take all reasonable precautions to ensure the safety of, and must provide all reasonable protection to prevent damage, injury or loss to employees at the collection site and other persons who may be affected thereby; the Contractor's work, materials and equipment to be incorporated therein which are under the care, custody and control of the Contractor or Contractor's subcontractors; and other property at the collection site or property or persons adjacent thereto.

- 4.8. Contractor staff must not use cell phones, smart phones, or similar electronic devices for personal business while providing on-site services.
- 4.9. All Contract staff must receive customer service training biannually.
- 4.10. For any incident related to the management of Contract waste that impacts human health or the environment on the Contract Users site, the Contractor must provide immediate notification to the collection site operator and written notification to the Designated Contact Person (DCP) that describes the incident and any corrective actions taken. When requested by the collection site operator or the DCP, the Contractor must participate in evaluation and resolution of the incident.
- 4.11. Unless otherwise agreed to in writing by the Contractor, the Contractor assumes no responsibility with respect to the suitability or latent defects of the Contract User's equipment.
- 4.12. Contract Users reserve the right to reject or remove any Contractor or subcontractor staff. The Contract User has the right to permanently deny future assignment of a removed staff person to provide any service.

5. Work Orders

- 5.1. The Contractor must not perform any work for a Contract User without the approval of its Designated Contact Person (DCP) or personnel authorized by the DCP to issue work orders.
- 5.2. Verbal work orders by a Contract User must be followed by a written confirmation from the Contract User (if required by the Contract User) of the work order via fax, e-mail or letter within two (2) working days using a standard work order form approved by the Contract User and the Contractor. The date of the verbal work order must be considered the date that the work order is issued, unless a written work order is issued initially.

6. Waste Profiling, Sampling and Analysis

- 6.1. Waste Stream Profiling. Profiling includes any supplies, sampling, sample shipping, analysis, paperwork, and technical review required to establish and maintain a waste stream profile. The cost to establish and maintain a waste stream profile is included in the line item waste stream pricing.
- 6.2. Waste Sampling. The Contractor will provide waste sampling at the request of a Contract User.
 - 6.2.1. Within fifteen (15) working days of receiving a verbal or written work order for sampling from a Contract User, the Contractor must complete the collection of samples from wastes generated or collected by the Contract User.
 - 6.2.2. All sampling must be conducted in accordance with approved US EPA or American Society for Testing and Materials (ASTM) sampling procedures, and chain-of-custody procedures must be followed. Prior to taking the samples, the Contract User and the Contractor must discuss whether the material is a known substance, the number of samples to be collected, and any other pertinent information relevant to taking and analyzing the sample(s).
 - 6.2.3. Certain situations may arise where sampling may be required within five (5) working days. In those cases, the Contract User agrees to pay the surcharges listed in the Exhibit D Price Schedule.
 - 6.2.4. Supplies, labor and mobilization used for waste evaluation sample collection must be charged at the rates listed on the Exhibit D Price Schedule.
 - 6.2.5. In the event the Contractor is unable to conduct the sampling within fifteen (15) working days, the Contractor must notify the Contract User in advance of the deadline date, and must provide the Contract User with a date when sampling will be conducted
- 6.3. **Waste Analysis.** The Contractor may use its own laboratory or may use a State contracted laboratory for the purpose of conducting all or part of the analytical services to be provided under the terms of the contract.
 - 6.3.1. The Contractor will provide fingerprint analysis of unknown wastes to determine the proper DOT hazard class for transport and end management. There is no additional charge for this service if the waste will

ultimately be managed by the Contractor as noted in Waste Stream Profiling above. The Contractor must accept, for waste management, hazard characterized waste that has been characterized by the Contract User's fingerprint analysis

- 6.3.2.If a fingerprint analysis does not provide adequate information to characterize the waste, or if the waste reacts in an unpredictable way to the fingerprint analysis, the Contractor agrees to contact the Contract User to discuss whether further waste analysis is needed to identify appropriate safety precautions for handlers and to properly characterize wastes for transportation.
- 6.3.3.Analysis results must be provided to the Contract User within twenty (20) working days from the sample collection date. If the analysis results or profile cannot be available to the Contract User within twenty (20) working days, the Contractor must notify the Contract User in advance of the deadline date, and must provide the Contract User with a date when analysis will be completed.
- 6.3.4.Certain situations may arise where analysis results may be required within five (5) working days. In those cases, the Contract User agrees to pay the surcharges listed in the Exhibit D Price Schedule.
- 6.3.5.All analytical procedures will be charged at the rates listed on the Exhibit D Price Schedule.

7. Mobilization and Transport Services

7.1. General.

- 7.1.1.The Contractor must provide mobilization and transport services in accordance with the requirements set forth below and in compliance with all applicable Department of Transportation requirements, and with those requirements set forth in Minn. Rules, Parts 7045.0351 through 7045.0397 and in Minn. Stat. § 221.033.
- 7.1.2.The Contractor must provide mobilization and transport services anywhere in the State.
- 7.1.3.Mobilization service prices must include all labor, mileage, personal protective equipment and other associated costs (e.g., per diems) for a single vehicle, transportation-related supplies and appropriate staff to perform the requested services.
- 7.1.4.The Contractor must follow the transport portion of the Waste Management Plan submitted in accordance with the Contract and must not alter this Plan without prior written approval from the State's Authorized Representative.
- 7.1.5.The Contractor must review the lab pack inventory and bulk drum shipment list and provide direction to the Contract User related to any waste packaging or shipment concerns.
- 7.1.6.The Contractor must provide transportation equipment that can accommodate the various transport services. For Contract Users that do not have loading docks at their locations, trucks with lift gates or forklifts must be provided by the Contractor at the request of the Contract User.
- 7.1.7.The minimum transport equipment needed to provide Transport Services must include: 48 foot trailers for hauling waste materials; straight trucks; 5,000-gallon tank trailer for solvents; lift gates; fork lift; drum dollies; pallet jack; and scales.

7.2. Contractors must describe how the various types of mobilization options will be managed by completing Exhibit G: Scenarios for Mobilization and Event Collections.

7.3. Mobilization. The Contractor must have the ability to mobilize a vehicle, supplies and staff to a Contract User's site anywhere in the State of Minnesota for the purpose of performing on-site waste management services, delivering supplies, or picking up waste for transportation to a waste management facility. Mobilization is a per mile line item on Exhibit D Exhibit D Price Schedule. The mobilization start point for calculating per mile charges for all transport services must be at the Contractor's designated facility within the 7-County Metropolitan area or designated location within the 7-County Metropolitan area if the Contractor does not have a facility located in the metropolitan area.

- 7.4. Scheduling Mobilization. The Contractor must pick up waste materials Monday through Friday, between 8:00 a.m. and 4:30 p.m., unless prior arrangements are made and approved by the Contract User.
- 7.4.1. The Contractor must meet scheduled timelines approved in the work order by the Contract User or return the following workday to complete the service, unless another date is agreed to by the Contract User.
- 7.4.2. The Contractor must be capable of completing a waste pickup within five (5) working days of receiving a request by a Contract User.
- 7.4.3. If the Contractor is unable to honor a request to transport waste, the Contractor must immediately notify the Contract User:
- 7.4.4. The Contractor must provide written explanation of the reason for its inability to honor the request, and must provide a date when the Contractor will pick up the wastes.
- 7.4.5. The Contract User retains the right to cancel the work order request and to utilize the services of another Contractor.
- 7.4.6. The Contractor must notify the Contract User of any change in the waste pickup date at least two (2) working days prior to the scheduled waste pickup date.
- 7.4.7. The Contractor must notify the Contract User of any change in the waste pickup time at least two (2) hours prior to the scheduled waste pickup time.
- 7.4.8. If the waste designated for shipment cannot be transported as requested by a Contract User due to the unpreparedness or the failure of the Contractor to have the proper equipment and supplies to properly transport the waste, the Contract User must not be responsible for additional mobilization costs incurred by the Contractor to complete the shipment.
- 7.5. Shuttle Service. The Contractor must provide shuttle services that include, but are not limited to, checking containers, loading, completing paperwork, labeling, placarding, and transporting the waste or supplies. Shuttle service is a line item on the Exhibit D Price Schedule.
- 7.6. Demand LTL Mobilization. The Contractor must be able to provide transport services for less than load quantities of Contract User wastes at the specific request of a Contract User within seven (7) weekdays of receiving the request. The Contract User must be charged at the standard rate for mobilization for a full load of waste as indicated on the Exhibit D Price Schedule.
- 7.7. Multiple Stop LTL Mobilization. The Contractor must provide multiple stop transport services in accordance with the submitted Waste Management Plan for less than load quantities picked up from several Contract User locations in one service trip.
- 7.7.1. Contractors must describe how Multiple LTL Mobilization will be managed by completing Attachment G: Scenarios for Mobilization and Event Collections.
- 7.7.2. The Contract User must provide work orders which must include a time period for a pickup. Pickups must be provided within the time period specified by the Contract User, unless approval to exceed the time period is provided by the Contract User. The Contractor may also contact Contract Users to initiate shipments or manage requests.
- 7.7.3. The Contractor must coordinate the pickup schedule based on the work orders provided by the Contract Users and pickups solicited by the Contractors in order to minimize costs to Contract Users.
- 7.7.4. Prior to the Multiple Stop LTL Mobilization, if requested by any involved Contract User, the Contractor must provide a detailed cost estimate for each Contract User involved when picking up wastes from multiple waste locations. The detail must include a list of other participants in the pickup, distribution of the mobilization charges and a summary of the waste to be picked up at each location.

7.8. Combined State Contract Waste Mobilization (Optional)

- 7.8.1. The Contractor must provide transport to the State Lamps and E-waste contractor facilities which are located in the 7-County metropolitan area for Contract Users that generate very small quantities of lamps and e-waste in addition to hazardous waste. This shipment option only applies when the Contract User is shipping hazardous waste in addition to the other State Contract waste streams. Mobilization must be in accordance with full truck or LTL mobilization described in this section. The surcharge is applied per transportation event, per State Contract.
- 7.8.2. The surcharge must be divided between all Contract Users shipping E-waste or Lamps who utilize this option during a Multiple Stop LTL mobilization run. Scheduling for multiple stop LTL mobilization runs must be worked out at least 30 days in advance between the Contract Users and the Contractor.
- 7.8.3. The two State Contracts available for combined pricing are H-79(5) Hazardous Materials: Recycling and Management of Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and H-90(5) Hazardous Materials: Used Electronics Recycling and Management.

7.9. Shipping Papers. The Contractor must provide and complete all required shipping papers, land disposal restriction forms, container labels and markings, and vehicle placarding. The Contractor must apply container labels, markings and vehicle placarding in accordance with RCRA and Department of Transportation requirements.

- 7.9.1. The shipping papers must include: 1) the name and address of the originating site; 2) transporter and destination; 3) the description and quantity of each waste stream in the consignment; 4) unique container tracking numbers and 5) the dated signatures of generator, transporter and receiving facility verifying the chain of control of the waste materials.
- 7.9.2. The Contractor, upon request of the Contract User, must accept the labels, shipping papers, land disposal restriction forms and any other transportation-related information provided by the Contract User for shipments from its generator sites and waste management facilities.
- 7.9.3. The Contractor must not sign a manifest on behalf of a Contract User without prior written agreement from the Contract User.
- 7.9.4. The contractor must not sign a manifest on behalf of a Household Hazardous Waste program without first contacting the State.
- 7.9.5. The Contractor must provide the required emergency response information and 24-hour emergency response telephone number and information service (49 CFR Part 172, Subpart G) for Contract Users while providing transport services for Contract User's waste.
- 7.9.6. The Contractor must provide the required emergency response information and 24-hour emergency response telephone number and information service (49 CFR Part 172, Subpart G) for Contract Users while providing transport services for Contract User's waste.

8. Event Collections

- 8.1. Contract Users may request that the Contractor provide equipment and staff to collect, sort, bulk, categorize, package, and label waste materials for transport at event collection sites, with or without the assistance of State or CPV member staff or staff contracted by them. Most event collections take place on weekends from April through October of the calendar year. The Contractor is expected to be able to cover at least four (4) separate weekend events per weekend.
- 8.2. The State or CPV member must notify the Contractor of event collections at least 30 days prior to the event. The Contractor must provide the services requested with the 30-day notification. The Contractor must confirm in writing that they can provide the event collection services requested within seven (7) days of receiving the service request.

- 8.3. Waste stream management, supplies and mobilization must be provided in accordance with the Exhibit D Price Schedules and the Work Order requesting the service. On-site labor must be provided in accordance with the Labor section of the Contract.
- 8.4. Waste materials generated at event collections must be removed from the collection site at the end of each day, unless specifically allowed to remain on-site longer by a Contract User in accordance with the work order. If all waste materials cannot be removed from the site by the end of the day, alternative arrangements can be made only with the written approval of the Contract User. If stored overnight, waste materials must be secured in a manner that prevents unauthorized access and which must prevent releases to the environment. Unauthorized overnight storage is not allowed. The Contract User must not be responsible for additional costs incurred by the Contractor to return to the site to complete the transportation of all collected waste materials from the event collection site. The Contractor must be responsible to remove all waste materials from the site.
- 8.5. Contractors must state how Event Collections will be managed by completing Attachment G: Scenarios for Mobilization and Event Collections

9. Abandoned Waste and Waste Cleanup Activities

- 9.1. The Contractor must provide abandoned waste pickup service along roadways, etc., in non-emergency and emergency situations, construction site pickups, and individual stops at the request of a Contract User.
- 9.2. The waste must be picked up within 15 days of receiving the work order unless a shorter or longer response time is agreed to between the Contract User and contractor.
- 9.3. Waste stream management, supplies and mobilization must be provided in accordance with the Exhibit D Price Schedules and the Work Order requesting the service. On-site labor must be provided in accordance with the Labor section of the Contract.
- 9.4. Profiling and any other analysis needed to safely transport and dispose or recycle the waste may be charged at the rate indicated on the Exhibit D Price Schedule for Waste Analysis.
- 9.5. The Contractor must transport waste that is abandoned or part of a clean-up action if the following conditions are met:
 - 9.5.1. Good drum condition, or prenotification that overpack drums maybe be needed;
 - 9.5.2. Hard/level surface to safely use a drum dolly between the transport vehicle and the waste containers;
 - 9.5.3. Weight of drum cannot not to exceed DOT rating for the drum;
 - 9.5.4. Pickup location and waste materials must be accessible by a truck-- no fields, grass, ditches, or gravel that cannot be traversed by truck or drum dolly; and
 - 9.5.5. The analysis needed to transport the drums is complete.

10. Waste Management Plan

- 10.1. The Contractor must follow the Waste Management Plan submitted in the Contractor's response and must not alter the Plan without prior written approval from the AMS. The Plan includes a written description of how waste streams are managed, as well as the flow charts, audit forms and proposed facility list.
- 10.2. The Contractor must provide Contract Services using only those transporters, facilities, and subcontractors that have been authorized in the original Contract or by the AMS in accordance with the Contract.
 - 10.2.1. Any waste shipped to non-authorized facilities will be recovered and managed at the appropriate authorized facility at the expense of the Contractor.
 - 10.2.2. Contract Users will not pay waste management fees for any waste shipped to non-authorized facilities that cannot be recovered from the non-authorized facility.

10.2.3. Shipment of waste to non-authorized facilities may result in the termination of the Contract, solely at the State's option, or elimination of the Contractor from bidding on future State of Minnesota waste management Contracts.

- 10.3. The treatment technologies and facilities authorized for use by the Contractor are listed in the Plan. The Contractor agrees to utilize the facilities and technologies listed in the Plan. Nonperformance by managing or disposing of wastes using facilities or technologies other than those specified in the Plan may result in cancellation of the Contract in accordance with the General Conditions. If the Contractor is unable to utilize the listed facilities or technologies, or if the Contractor wishes to propose and alternate management method or facility, a written request must be provided to the AMS. The written request must include, at a minimum, a completed Plan in accordance with the Contract and the appropriate Audit Forms (Exhibit G: Facility Audit Form and Exhibit H: Transport Audit Form). The Contractor must not utilize an alternate facility, transporter or technology without written approval of the AMS.
- 10.4. The Contractor must not consolidate two or more generator's wastes until it is determined that the wastes generated or collected by the Contract User meet the profile for that waste stream. Additionally, if the consolidated waste does not meet the waste profile, the Contractor must be solely responsible for additional costs or liability associated with the proper management of the consolidated waste.
- 10.5. When waste materials are processed and/or recycled by the Contractor or the Contractor's subcontractors, the Contract User must not be liable for releases of hazardous substances, pollutants, or contaminants occurring a) during or after processing, or b) from process residuals or by-products.
- 10.6. The Contractor must take adequate measures from the time the waste materials and process residuals leave the possession of the Contract User until the time the waste materials and process residuals are reused, recycled or disposed to ensure that no releases occur. The Contractor must have a plan in place for the recovery of a release, and must execute the plan should a release occur. The Contractor must provide timely notification of the release to the AMS.
- 10.7. All hazardous waste material management must be in accordance with RCRA Subtitle C regulations. No hazardous or household hazardous wastes, as defined in Minnesota Rules, may exit regulation from Subtitle C to Subtitle D or other management facilities by terminating manifests in states, countries or at facilities that are allowed to manage HHW or hazardous wastes under Subtitle D.
- 10.8. The Contractor must manage all waste materials and process residuals at facilities that are fully licensed for storage, recycling, treatment and disposal purposes by all appropriate governing authorities. The Contractor must comply with all applicable international, federal, State and local requirements pertaining to the transport, processing and management of hazardous and solid wastes.
- 10.9. The State of Minnesota prefers that all mercury containing materials, wastes and process residuals collected under this contract be processed for interim storage in compliance with the Mercury Export Ban Act of 2008 (MEBA) and the U.S. Department of Energy (DOE) Interim Guidance on Packaging, Transportation, Receipt, Management, and Long-Term Storage of Elemental Mercury, March 2023 (Guidance).
- 10.9.1.1. The Contractor cannot convert the mercury generated from this contract into a compound that is not subject to the Mercury Export Ban Act of 2008 (MEBA), or sell mercury generated from this contract to an entity that intends to convert it to a compound that is not subject to the MEBA.
- 10.9.1.2. Within 180 of issuance of the DOE's final rule establishing the location of its Long-Term Elemental Storage Facility (LTESF), and associated usage fees, the Contractor shall provide, to the State's Authorized Representative, an updated waste management plan and pricing for long term storage of mercury.
- 10.10. The Contractor must comply with all applicable laws, regulations, rules, standards and ordinances of the states and countries through which waste materials and process residuals are transported, processed, stored, recycled, blended for fuel, treated, burned as fuel and disposed.

- 10.11. The Contractor must be capable of managing the State and CPV member's waste materials and process residuals in a manner that best protects or preserves the earth's land, air, water, and other natural resources and the public health; and in a manner appropriate to the characteristics of the waste stream. For the materials managed, the following management methods are listed in order of preference: 1) reuse 2) recycling of waste materials and process residuals for material recovery; 3) management of waste materials and process residuals for energy recovery; 4) incineration of hazardous components; and 5) incineration or land disposal of process residuals (least preferable). The Contractor is also encouraged to make decisions on waste management based on an assessment of the overall greenhouse gas impacts for recycling and disposal.
- 10.12. The Contractor must make and implement all arrangements needed for the timely and proper recycling, treatment, disposal or destruction of wastes generated or managed by the Contract Users in accordance with the terms conditions and specifications of the contract documents.
- 10.13. Containers. The Contractor must accept any waste material containers properly packaged by the Contract User that comply with DOT regulations and which are consistent with receiving facility requirements. Packaging of waste materials by the Contractor is to be completed using the most efficient, economical and compliant waste packaging methods, packaging materials and containers. The Contractor must note and take care not to obscure the unique container numbers applied by the Contract User. These numbers must be used to identify containers on all required paperwork, such as invoices and waste tracking reports. If the Contract User does not assign a unique number to each container, the Contractor must assign a unique number.
- 10.14. Contract Users and their representatives must be provided by the Contractor at no additional cost, upon request, a copy of an instruction manual describing proper packaging and labeling for all waste streams listed on the Exhibit D Price Schedule.
- 10.15. Weights of waste materials must be obtained on a scale certified by the State of Minnesota, Division of Weights and Measures (or an equivalent state agency if the scale is located in another state), to meet all specifications, tolerances, and technical requirements required by State law. The scale must be inspected annually and documentation of the inspection must be presented to the AMS upon request. If the Contract User has a scale that meets the requirements above, the weight determined from the Contract User's scale must take precedence over the Contractor's scale. Upon mutual agreement of the Contractor and Contract User, the Contract User does not need a certified scale.
- 10.16. All waste materials and process residuals generated from the management and processing of waste materials must be managed in the continental United States or Canada, unless otherwise approved by the State.
- 10.17. The State reserves the right, solely at the State's option, to allow the management of waste materials outside of Canada, or the continental United States. This allowance will only be made if the State can, at reasonable cost, assure itself of proper environmental management and limited environmental risk to Contract Users. Management of waste materials outside of Canada or the continental United States must be allowed only by prior written authorization from the State.
- 10.18. Waste Material Added to the Exhibit D Price Schedule. In the event the Contractor has been requested to manage, or would like to manage, a waste material other than those listed on the Exhibit D Price Schedule, the Contractor must contact the AMS to determine whether the waste material may be added to the Exhibit D Price Schedule. The Contractor must investigate the management options and related costs to the Contract Users, including the cost of each option and provide this information and a Waste Management Plan to the AMS. The waste material will be added to the Exhibit D Price Schedule by a formal amendment to the Contract.

11. Waste Tracking Report

- 11.1. Upon request and at the frequency requested by the Contract Users, the Contractor must provide waste tracking reports to Contract Users free of charge. The report must track waste materials from the Contract User to the final facility. The description of the Contract User's waste stream must be clearly traceable to waste streams listed on Exhibit F: List of Facilities and Transporters and subsequent shipment invoice. Certificates of

destruction must also be included for all of PCB wastes which have been destroyed in accordance with the requirements of 40 CFR 761.218.

The Tracking Report must include:

- Contract User name, location and EPA ID number
- manifest number
- DOT shipping name of each waste material
- quantity of each waste material listed on the manifest
- the container identification number(s)
- name and location of the original receiving facility;
- manifest number and receiving facility for all subsequent shipments of the waste
- name and location of the facility at which the waste is currently located
- waste management method(s) employed to manage waste materials at each of the facilities.

The document will clearly identify the disposition (in storage, recycled, disposed, converted and/or destroyed) of all waste materials managed during a calendar year.

For Mn/DOT services, the Contractor must list, in addition to the other listed requirements in the Waste Tracking section, the unique E.C.I.U number, which is a unique number Mn/DOT assigns to each work order and invoice.

12. Short Term Waste Storage

- 12.1. In response to a request from Contract Users or the MPCA Commissioner's Declaration of Emergency, the Contractor may be requested to store wastes which have not had its chemical composition fully identified. In such an event, the State may invoke the provisions of Minn. Rules, Part 7045.0120, subp. 1 (J), Exemptions and Special Requirements; Exempt types of waste. The Contractor must manage such wastes as hazardous wastes, and must segregate them from all other wastes until waste profiling is complete.
- 12.2. If the analytical results demonstrate the wastes are not hazardous, the Contractor must confer with the Contract User to discuss how the waste should be managed.
- 12.3. If the analytical results demonstrate the wastes to be hazardous, or if the Contract User otherwise instructs the Contractor to treat the waste as hazardous, the Contractor must store wastes in accordance with all local, State and federal applicable rules and regulations.
- 12.4. The Contractor may be requested by a State Agency Contract User to temporarily store (for less than 10 days) a waste after its chemical composition and hazardous waste characteristics have been determined. The facility receiving the waste must possess all necessary permits and operate in compliance with all rules and regulations applicable to a hazardous waste transfer facility. The Contractor must store the waste at its storage facility until authorization is received from the State to further manage the waste. The Exhibit D Price Schedule in the Exhibit D Price Schedule for short-term storage must apply only if requested by the State.

13. Labor

- 13.1. The Contractor must provide staffing for Contract Services described in this Part and listed on the Exhibit D Price Schedule at the request of a Contract User and in accordance with the terms, conditions and specifications contained in the contract documents.
- 13.2. Pricing for on-site labor services must cover the technician's time at the site and personal protective equipment at level D or C.

- 13.3. Job duties for technicians and permanent collection site technicians may include, but are not limited to, waste identification, event collection work, sampling, packaging, labeling, completion of shipping papers, minor site cleanup, paint bulking, over-packing, assessment of products for possible reuse, supervision of subcontractor staff and waste containerization.
- 13.4. All terms of the Contract apply to subcontractors. While on-site at a Contract User's facility, the Contractor and its subcontractors must comply with the facility operations manual and site safety plan established for the site.
- 13.5. Staffing Ratios. On-site Contractor staff must be responsible for oversight of its subcontracted laborers, in addition to other assigned job duties. In order for the Contractor to maintain an appropriate level of oversight of subcontracted laborers, the Contractor must maintain for all on-site service requests a ratio of one Contractor staff person for no more than three subcontracted laborers, unless pre-approved by the Contract User.
- 13.6. Labor Rate. Pay schedules for each authorized subcontractor providing on-site labor services in accordance with this Contract must be attached to the work order. Contract Users must pay for subcontracted labor at the rate established in the subcontractor's pay schedules, not to exceed the hourly labor rate established in the Contract Exhibit D Price Schedule for a technician. The Contractor must be fully responsible for all arrangements for subcontractors and for all payments to subcontractors.
- 13.7. The Contract User must establish general job duties in the work order request for on-site labor, to assist the Contractor in securing staff with proper qualifications. A minimum of two days prior to the date of any on-site service or "HHW collection event" for which the Contractor intends to use subcontracted labor, the Contractor must provide the Contract User with the names and job duties of the Contractor and subcontractor staff assigned to provide on-site services. The Contract User must have final approval of all job duties. The Contract User must notify the Contractor to request staff changes if the staff assigned to specific job duties is not acceptable to the Contract User.
- 13.8. Site labor is limited to event collections and less than 8 hours per week per staff person.
- 13.9. Should the Contract User become concerned with a Contractor or subcontractor's staff person's ability to appropriately interact with the public or with the staff person's technical competence, the Contract User and the Contractor must determine whether to reassign the staff person or to cancel the staff person's services. In the event that staff services are canceled within the first two hours after commencing the on-site service, the Contract User must not be responsible for payment of labor charges for the canceled staff person for that day. If staff services are canceled after the first two hours after commencing the on-site service, the Contract User must be responsible for payment of labor charges for the hours of work completed by the canceled staff person.

14. Supplies

- 14.1. At the request of the Contract User, the Contractor must provide the supplies listed in the Exhibit D Price Schedule. All supplies requested by the Contract Users should be delivered FOB destination at the prices listed in the Exhibit D Price Schedule. All supplies must be delivered in conjunction with waste pickup or other on-site services ordered by the Contract User. To guarantee delivery, the Contract User must order supplies at least four weeks in advance of a scheduled waste pickup or other service to allow the Contractor time to place and fill a supply order.
- 14.2. Should the Contract User request delivery of supplies without receiving other services, the Contract User must pay the mobilization charge rate for a non-waste hauling vehicle and driver.
- 14.3. The Contractor must provide supplies when performing on-site services unless the Contract User agrees in advance to provide supplies. Supplies provided by the Contractor to perform the services will be charged at the rates established in the Exhibit D Price Schedule.
- 14.4. Contract Users may provide their own supplies and DOT compliant containers.

14.5. Containers must be suitable for storage and shipment. Containers must meet Minnesota and federal Department of Transportation (DOT) standards for transporting the materials being transported.

14.6. The Contractor must investigate and offer reusable/returnable packaging when available.

14.7. The Contractor or the State may request additional supplies to provide Contract services. Additional supplies must be added upon agreement of both parties through a Contract amendment.

15. Training Services

15.1. The Contractor must provide initial and annual refresher Hazard Categorization training to Contract Users. Hazard Categorization training must cover those items Contract Users need to segregate, package, label and complete shipping paper and maintain records according to DOT, RCRA and Contractor facility requirements.

15.2. Contractor must include the following on the Exhibit D Price Schedule for conducting in person and online Hazard Categorization training initial (6 to 8 hour) and refresher (4 hour) courses: two qualified staff to present the training content; a Hazard Categorization reference manual for new students and either a new manual or an annual amendment to the reference manual for returning students that includes packaging, labeling, shipping paper and record keeping instructions for wastes commonly generated by Contract Users. The price must also include course preparation and setup; presentation equipment rental, if applicable; testing and course evaluation (copies to be provided to the Contract User) and certificates of completion for each student.

15.3. Contractor mobilization, meals, and lodging, if applicable, must be charged separately, in accordance with the Contract and the Exhibit D Price Schedule.

15.4. Additional reference manuals above the one per student per year must be made available to Contract Users at the rate specified on the Exhibit D Price Schedule.

16. Securing Sites and Assisting in Civil and Criminal Investigations

16.1. Contract Users may request the assistance of the Contractor for the collection and profiling of samples and the generation of other information as part of active civil and criminal investigations involving sites assigned to, or waste managed by, the Contractor. If such assistance is requested, the Contractor agrees to notify the requester of any potential or actual conflict of interest. Further, the Contractor agrees to not enter into a conflict of interest position during the course of any subsequent litigation action(s), unless otherwise approved by the Contract User and by the attorneys assigned to the case by the Contract User.

16.2. Upon request, the Contractor must provide factual and expert testimony on the behalf of Contract Users in lawsuits that involve sites assigned to or waste managed by the Contractor. The Contractor agrees to provide consultation regarding issues related to a case and to serve as a trial witness if necessary. Such assistance must be provided at the rate specified on the Exhibit D Price Schedule and in accordance with the terms, conditions and specifications contained in the Contract documents. No work undertaken by the Contractor in the preparation for any legal actions must be disclosed without the prior written consent of the attorneys assigned to the case by the Contract User.

17. Contractor Meetings and Training

17.1. Upon request, the Contractor must meet with the MPCA staff on an annual basis, or more frequently if needed, to conduct performance reviews. The meetings will discuss the Contractor's performance and the Contractor will not be compensated for the meeting. These meetings will be held in St. Paul.

17.2. The MPCA may periodically offer training opportunities to Contractor's staff. Attendance at the training may or may not be optional and compensation will be at the MPCA's discretion.

18. Additional Related Services

18.1. If additional related services not listed on the submitted Exhibit D Price Schedule are available from Contractor, the Contractor may provide the additional related services in accordance with all terms, conditions and specifications contained in the Contract.

- 18.2. The Contractor must submit a description of the additional related service to the AMS. The State reserves the sole right to add any additional related services proposed by the Contractor to the Contract.
- 18.3. Additional related services may not be offered to Contract Users without the State's prior written authorization. The State will issue an amendment to the Contract to include additional related Contract Services.
- 18.4. The State may request additional related Contract Services be provided by the Contractor either at the request of the State or CPV members. The Contractor and State must mutually agree on the Contract Service to be provided.
- 18.5. The State will issue an amendment to the Contract to include additional related Contract Services.

Exhibit D: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices must remain firm for the initial term of the Contract. The Exhibit D Price Schedule may not include any additional terms or conditions. A unit price must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 **Waste materials management services.** Services must include all inherent costs including, but not limited to, costs related to:

- a. waste materials management
- b. empty container management
- c. establishing and maintaining waste profiles (including sample collection and analysis)
- d. transportation costs
- e. labor (other than that listed on the Exhibit D Price Schedule)
- f. equipment depreciation or rental
- g. storage
- h. providing work orders
- i. invoicing
- j. waste tracking documentation including but not limited to shipping papers, container labeling and certificates of recycling and disposal
- k. Administrative, toll, manifest, license, registration, auditing certification, and all other fees related to waste transport and management
- l. Duties, customs and taxes
- m. operating fees
- n. insurance costs
- o. direct costs
- p. overhead and profit
- q. annual reporting, and
- r. fuel.

1.3 **Waste Transportation.** Services must include but are not limited to, checking containers, loading, completing paperwork, labeling, placarding, transporting the waste from the Contract User's site to an authorized waste management facility, and all subsequent transporting of the waste through final disposition. The cost for waste transportation must be included in the individual waste stream pricing on Exhibit D Price Schedule. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the contract.

1.4 Hourly Rate Pricing. This is the rate(s) detailed in the Contract for each service or category of service provided by Contractor.

1.5 Any labor, materials, tools, equipment, or services purchased for Contract activities that are not included on Exhibit D Price Schedule, must be billed at the Contractor's actual cost of the purchase. Any rental fees on equipment must be billed at the actual cost of the rental of the equipment, not to exceed the actual purchase price of the equipment. Copies of the receipts for purchases and rental fees must be attached to the invoices sent to the Contract User. All such purchases or rentals must be preapproved by the ordering entity.

2. **Price Schedule(s).**

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

2.1 Exhibit D Price Schedule

3. **Prompt Payment Terms.**

Contractor's payment terms are Net 30.

4. **Transportation.**

All prices must be FOB Destination, prepaid and added (with freight allowed as a separate line item), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order. The ordering entity may use the Contractor for delivery, may pick up the equipment, or may contract with another entity for delivery. Ordering entities may provide their own containers and supplies. The Contractor must be equipped to provide containers and supplies to ordering entities.

The Contract User must not pay for the shipment of containers or supplies if the containers or supplies are delivered when the Contractor is providing the pickup and transportation of the Contract User's wastes. Containers must be suitable for storage and shipment. Containers must meet Minnesota and federal Department of Transportation (DOT) standards for transporting the materials being transported.

The Contractor must make available the option of reusable/returnable packaging. If the reusable/returnable packaging is provided by the Contract User, the Contractor must assess no additional fee for the storage and exchange of these containers. The Contractor must replace, at no cost, any Contract User provided packing that is damaged or lost while in the possession of the Contractor.

For Contract Users that make regular truckload quantity shipments, the Contractor must exchange cubic yard boxes on pallets or other containers at no cost at the time of shipment.

Prices for containers and other related supplies must be listed in the Exhibit D Price Schedule. For supplies provided for free, a "0" is indicated for those line items on the Exhibit D Price Schedule.

5. **Permits and licensing.**

The Contractor, and any subcontractors employed by the Contractor, must secure and maintain for the initial term of the Contract and any subsequent extensions all permits, licenses, insurance, certificates, approvals, fees, duties, and inspections necessary for the execution, performance of services hereunder, and completion of the Contract.

6. **Mobilization Starting Point.**

The Contractor must use its designated facility or location within the 7-County Metropolitan Area as the starting point for determining mileage charges for mobilization. The designated mobilization starting point established in the Contract must not be changed for the initial term of the Contract and any subsequent extensions, unless agreed to in writing by the State, solely at the State's option.

7. **Personnel Mobilization.**

7.1 Mobilization of personnel for training and event collections must be charged at the rate established for mobilizing a non-waste hauling vehicle on a per mile basis. The rate must accommodate a minimum of two (2) staff per vehicle and must be assessed from the Contractor's local office to the jobsite.

7.2 The Contractor can pass on directly to Contract Users a mobilization charge for personnel using their own vehicle and driving directly from home to a training location, event collection or permanent facility if the total mileage is less than the mileage would be if the staff person started from the Contractor's local office. This

mobilization amount will be passed on directly to the staff person by the Contractor. The rate for a staff person driving their own vehicle will be the current IRS mileage reimbursement at the time of the work. No mobilization charge will apply for staff driving less miles than their normal commute to work. The Contractor must verify home addresses and normal commute miles. Home to work miles for each staff must be reflected on the invoice. The State expects the Contractor will minimize fuel consumption and mileage by requiring staff carpooling or other means.

7.3 The mobilization start point for calculating per mile charges for if the Contractor's designated facility is located outside the 7-County Metropolitan area is 50 Sherburne Avenue, St. Paul Minnesota.

8. Per Diem for Event Collections, Training and Multi Stop Transport Services.

All Per Diem requests require pre-approval by the Contract User.

Per Diem and lodging expenses will only be covered if the Contractor is greater than 100 miles from the Contractor's office.

Mobilization charges must be additional and must be charged at the non-waste hauling vehicle and driver rate listed in the Exhibit D Price Schedule and in accordance with Mobilization terms of the Contract.

Meal reimbursement must be at the rates established in the State of Minnesota Commissioner's Plan. The web site address is: <http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp>.

To qualify for the breakfast costs, the Contractor must leave home before 6:00 a.m. To qualify for dinner costs, the Contractor must arrive home after 7:00 p.m. With prior notice to the Contractor, Contract Users may require receipts to be submitted by the Contractor for any meal reimbursement requested by the Contractor. Paid receipts must accompany the invoice.

Lodging cost must be reasonable and billed to the Contract User at the actual cost incurred. The paid receipt must accompany the invoice. Lodging costs must be pre-approved by the Contract User.

9. Taxes.

Contract price and quoted price must include taxes.

Exhibit D Price Schedule

Disposal

Price per unit includes labor, fees, overhead, insurance, equipment, downstream waste management and profit except where noted; refer to the Sample Contract and Exhibits, Exhibit D: Pricing for a full description. Does not include mobilization.

Waste Material	Unit	Estimated Annual Volume	Price Per Unit [^]
Oil-Based Paint			
Drum* (bulked)	Drum	120	\$ 116.15
Cubic yard box or tote (unbulked cans)**	Cu/Ft	46,000	\$ 12.02
Drum (unbulked cans)**	Drum	360	\$ 191.90
Latex paint			
Drum (bulked)	Drum	275	\$ 166.65
Cubic yard box or tote (unbulked cans)**	Cu/Ft	180,000	\$ 9.70
Small cans unbulked/per drum**	Drum	70	\$ 126.25
5 gallon pail (bulked by contract user)	Pail	25	\$ 21.21
Flammable/Combustible Liquids			
Drum (bulked)	Drum	1,650	\$ 68.69
>4500 gallon tank truck	Gallon	14,400	\$ 1.87
Lab Packs***			
Lab Packs packed by Contractor or Contract User (does not include supplies and labor)	Net Pound	548,000	\$ 1.31
Lab Packs packed by Contractor or Contract User	Gross Pound	1,340,000	\$ 1.13
Lab Packs packed by Contractor - includes supplies, labor and waste management	Net Pound	156,500	\$ 1.67
College and University Lab Packs [^] packed by Contractor or Contract user	Gross Pound	65,000	\$ 1.48
	Poison Inhalation Hazard (DOT-9168) Minimum Container Price	100	\$ 88.00
	1 Gallon Minimum Container Price	40	\$ 88.00
	5 Gallon Minimum Container Price	230	\$ 88.00
	10 Gallon Minimum Container Price	30	\$ 165.00
	15 Gallon Minimum Container Price	65	\$ 248.00
	20 Gallon Minimum Container Price	35	\$ 320.00
	30 Gallon Minimum Container Price	50	\$ 470.00
55 Gallon Minimum Container Price	185	\$ 765.00	
Bulk Wastes			
Aerosols	Gross Pound	400,000	\$ 0.91

Aerosol Irritant Cylinders (ex. pepper spray)	5 Gallon Drum	10	\$ 191.90
Ammunition	Gross Pound	1,400	\$ 15.66
Asbestos (friable)	Gross Pound	1,350	\$ 1.16
Asbestos (non-friable)	Gross Pound	3,500	\$ 1.21
Butane Lighters and Cartridges	5 Gallon Drum	45	\$ 193.92
Contaminated Debris (PPE, cleanup and containment materials)	Gross Pound	4,100	\$ 1.92
Corrosive Acids	Drum	40	\$ 292.90
Corrosive Bases	Drum	50	\$ 292.90
Cyanides	Drum	4	\$ 808.00
Driveway Sealer (water based)	Drum	35	\$ 242.40
	Pallet	50	\$ 636.30
Empty Drum Disposal (offered by contract user only)	Drum	5	\$ 45.45
Explosives / Reactives (case by case)	Gross Pound	0	CBC
Fireworks	Gross Pound	10	\$ 25.25
Flammable/Corrosive Liquids	Drum	5	\$ 671.65
Halogenated Liquids	Drum	1	\$ 255.00
Heavy Metal Bearing Liquids - RCRA D- Codes	Drum	2	\$ 247.45
Heavy Metal Bearing Solids - RCRA D- Codes	Drum	25	\$ 210.08
Incineration Liquids (pesticides, dilute halogenated, lean water, and other misc. liquids not otherwise specified in the price list)	Drum	140	\$ 398.00
Incineration Sludges (e.g. - pesticides and other sludges)	Drum	7	\$ 414.10
Incineration Solids (e.g. - pesticides and other solid materials)	Gross Pound	1,750	\$ 1.21
Inks	Drum	1	\$ 217.15
Inorganic Solids	Drum	3	\$ 196.95
Isocyanates	Drum	5	\$ 843.35
Lead Paint Chips	Gross Pound	40,100	\$ 1.16
Lead Metal (e.g. - scrap, sinkers, wheel weights)	5 Gallon Drum	2	\$ 68.00
	15 Gallon Drum	1	\$ 95.00
	30 Gallon Drum	1	\$ 130.00
	55 Gallon Drum	27	\$ 195.00
Inorganic Mercury Compounds and Solutions	Gross Pound	3,900	\$ 6.30
Inorganic Mercury Compounds and Solutions (<260 ppm mercury for stabilization & landfill)	5 Gallon Drum	1	\$ 204.12
Inorganic Mercury Compounds and Solutions (<260 ppm mercury for stabilization & landfill)	6-20 Gallon Drum	1	\$ 306.18
Inorganic Mercury Compounds and Solutions (<260 ppm mercury for stabilization & landfill)	21-30 Gallon Drum	1	\$ 383.75
Inorganic Mercury Compounds and Solutions (<260 ppm mercury for stabilization & landfill)	31-55 Gallon Drum	1	\$ 510.30
Organic Mercury Compounds and Solutions	Gross Pound	640	\$ 12.73
Elemental Mercury and Devices Containing Elemental Mercury	Gross Pound	5,000	\$ 15.66
Mercury Contaminated PPE, Cleanup and Containment Materials	Gross Pound	4,400	\$ 15.66

Mercury Contaminated Sludge	Drum	1	\$ 2,903.75
Mercury Contaminated Solution	Drum	1	\$ 2,903.75
Non-Hazardous Liquids (incinerate)	Drum	21	\$ 257.55
Non-Hazardous Liquids (treat/landfill or WWT)	Drum	130	\$ 121.20
Non-Hazardous Solids (incinerate)	Drum	8	\$ 328.25
Non-Hazardous Solids (landfill)	Drum	40	\$ 111.10
Oily Water	Gallon	770	\$ 3.03
Oxidizers	Drum	1	\$ 555.50
PCB Liquids	Drum	1	\$ 550.45
PCB Capacitors and Ballasts	Gross Pound	17,900	\$ 1.79
PCB Solids and Debris	Drum	1	\$ 656.50
PCB Electrical Equipment	Gross Pound	1	\$ 2.39
Non-PCB Capacitors and Ballasts	Gross Pound	8,600	\$ 0.91
Sorbents	Gross Pound	4,410	\$ 1.41
Metal Fines and Powders	Gross Pound	570	\$ 13.50
Metal Phosphides	Gross Pound	75	\$ 28.00
Calcium Carbide	Gross Pound	100	\$ 28.00
Specialty Feed Incineration: flourine <3%; e.g. - PFAS/PFAO/Amine/Malodorous/Fire Fighting Foam	5 Gallon Drum	25	\$ 323.20
	15 Gallon Drum	1	\$ 484.80
	30 Gallon Drum	1	\$ 606.00
	55 Gallon Drum	25	\$ 808.00
Specialty Slow Feed Incineration: flourine >3%--<10%	5 Gallon Drum	1	\$ 535.00
	15 Gallon Drum	1	\$ 809.00
	30 Gallon Drum	1	\$ 990.00
	55 Gallon Drum	1	\$ 1,350.00
Non-Standard Heavy Metal Bearing Solids Requiring Macro Encapsulation (e.g. - filters from firing ranges contaminated with lead, taxidermy mounts)	Drum	1	\$ 323.20
	Cubic Yard Box	3	\$ 965.00
Contaminated soils (organic)			
Drum (subtitle D landfill)	Drum	26	\$ 106.05
Drum (subtitle C landfill)	Drum	1	\$ 176.75
Drum (incinerate)	Drum	28	\$ 479.75
Medical Waste			
Dual Waste (mixed infections/hazardous) - pharmaceuticals, IV bags and tubing, and sharps, etc.	Gross Pound	105,000	\$ 1.36
DEA Controlled Substances - pharmaceuticals, IV bags and tubing, and sharps, etc.	Gross Pound	145	\$ 30.30
Medical Waste - RCRA Hazardous - pharmaceuticals, IV bags and tubing, and sharps, etc.	Gross Pound	93,100	\$ 1.31
Medical Waste - Non-Hazardous - pharmaceuticals, IV bags and tubing, and sharps, etc.	Gross Pound	60	\$ 1.25
Radioactive Waste			
Category 1 - Radioactive Compounds (e.g. - americium, thorium nitrate, uranium acetate, uranium nitrate)	CBC	0	CBC
Category 2 - Dry Active Waste (DAW) (e.g. - contaminated plastic, paper, PPE & glass)**	CBC	0	CBC
Category 3 - Sources & Non-Conforming Category 1 & 2 Material (e.g. - check sources, seeds & rods, flood sources)	CBC	0	CBC

Batteries			
Alkaline/Zinc Carbon Batteries (landfill)	Gross Pound	116,500	\$ 0.30
Button Batteries (mixed with lithium)	5 Gallon Drum	5	\$ 515.45
Sealed Lead Acid Batteries	Gross Pound	6,300	\$ 0.40
Lead Acid Batteries (vehicle)	Gross Pound	100	\$ 0.40
Lithium Ion Batteries (incinerate)	Gross Pound	35	\$ 12.12
Lithium Ion Batteries (recycle)	Gross Pound	7,780	\$ 7.07
Damaged Lithium Ion Batteries	Net Pound	525	\$ 18.18
Lithium Metal Primary Batteries (incinerate)	Gross Pound	2,000	\$ 12.12
Lithium Metal Primary Batteries (recycle)	Gross Pound	8,400	\$ 7.07
E-Cig / Vape Pen (containing nicotine)	5 Gallon Drum	55	\$ 141.40
Nickel-Cadmium / Nickel Metal Hydride Batteries	Gross Pound	27,000	\$ 1.26
Mercury Oxide Batteries	Gross Pound	5	\$ 10.10
Recyclable Gas Cylinders			
Compressed Gas Cylinder, Acetylene	Cylinder	35	\$ 80.80
Compressed Gas Cylinders, All Sizes (propane, butane, MAPP, helium, oxygen, argon, compressed air, carbon dioxide, SCBA, SCUBA, nitrogen dioxide, nitrogen, nitrous oxide)	Cylinder	1,600	\$ 12.12
Compressed Gas Cylinders, All Sizes (freon and refrigerant mixes)	Cylinder	105	\$ 80.80
Compressed Gas Cylinders (disposable, single use, and with a gross weight less than 30 oz.)	Cylinder	30,750	\$ 2.73
Fire Extinguishers (ABC, soda bicarbonate, carbon dioxide, halon, purple K and soda acid)	Cylinder	5,800	\$ 23.23
Industrial Fire Canister	Canister	10	\$ 78.78
* Drum = 55 gallon drum throughout Price list unless specified			
** Includes the cost for bulking labor and waste management. Does <u>not</u> include the cost of the drum, box, tote, or roll-off.			
*** Lab Packs include: acids/bases, halogenated liquids, flammables, heavy metals, oxidizers, reactives, dioxins, toxics, PIHs, organic peroxides, PCBs, flammable solids, miscellaneous, etc.			
^ College and University Lab Packs include: acids/bases, halogenated liquids, flammables, heavy metals, oxidizers, reactives, dioxins, toxics, PIHs, organic peroxides, PCBs, flammable solids, miscellaneous, etc. The Contractor must provide a gross pound price and a minimum container price for Poison Inhalation Hazard (9168), 1, 5, 10, 15, 20, 30, and 55 gallon lab packs. The minimum container price will be applied when the gross pound price does not reach the minimum container price for Poison Inhalation Hazard (9168), 1, 5, 10, 15, 20, 30, and 55 gallon lab packs. Price includes administrative labor which includes inventories and pre-approval for waste management.			
Gas Cylinders for Treatment and Destruction (DOT Hazard Classes 2.1, 2.2, and 2.3)			
Waste Material	Unit	Estimated Annual Volume	Price per unit [^]
2.1 Flammables			
Lecture (<= 4" x 24")	Cylinder	7	\$ 296.00
Small (<= 4" x 24")	Cylinder	11	\$ 296.00
Medium (<= 12" x 36")	Cylinder	0	\$ 723.00
2.2 Inert & Calibration Gas			
Lecture (<= 4" x 24")	Cylinder	16	\$ 185.00
Small (<= 4" x 24")	Cylinder	2	\$ 185.00

Medium (<= 12" x 36")	Cylinder	1	\$	272.00
2.2 Freon & Halon				
Lecture (<= 4" x 24")	Cylinder	13	\$	510.00
Small (<= 4" x 24")	Cylinder	1	\$	510.00
Medium (<= 12" x 36")	Cylinder	1	\$	995.00
2.2 Toxic				
Lecture (<= 4" x 24")	Cylinder	1	\$	438.00
Small (<= 4" x 24")	Cylinder	1	\$	438.00
Medium (<= 12" x 36")	Cylinder	0	\$	995.00
2.2 Oxidizing				
Lecture (<= 4" x 24")	Cylinder	0	\$	272.00
Small (<= 4" x 24")	Cylinder	0	\$	272.00
2.2 / 2.3 Corrosive				
Lecture (<= 4" x 24")	Cylinder	0	\$	370.00
Small (<= 4" x 24")	Cylinder	0	\$	370.00
2.3 Highly Toxic (PIH)				
Lecture (<= 4" x 24")	Cylinder	13	\$	1,138.00
Small (<= 4" x 24")	Cylinder	1	\$	1,138.00
Medium (<= 12" x 36")	Cylinder	12	\$	2,111.00
Large (<= 16" x 56")	Cylinder	1	\$	3,690.00
X - Large (<= 30" x 52")	Cylinder	0	\$	4,606.00
Unknown Evaluation & Shipping				
Small (<= 4" x 24")	Cylinder	0	\$	860.00
Non -Gas Cylinders (DOT Hazard Classes 3, 4.1, 4.2, 4.3, 5.1, 6.1, 8, and 9) not included in above list				
Waste Material	Unit	Estimated Annual Volume	Price per unit^	
Non-Flammable				
Small (<= 4" x 24")	Cylinder	1	\$	185.00
Medium (<= 12" x 36")	Cylinder	1	\$	278.00
Flammable				
Small (<= 4" x 24")	Cylinder	1	\$	296.00
Medium (<= 12" x 36")	Cylinder	1	\$	729.00
PIHs				
Small (<= 4" x 24")	Cylinder	1	\$	1,138.00
Medium (<= 12" x 36")	Cylinder	1	\$	2,262.00
Toxics				
Small (<= 4" x 24")	Cylinder	4	\$	525.00
Medium (<= 12" x 36")	Cylinder	207	\$	655.00
Special				
All sizes	Cylinder	0		CBC
Freons				
Small (<= 4" x 24")	Cylinder	1	\$	509.00
Medium (<= 12" x 36")	Cylinder	1	\$	1,006.00
4.2 / 4.3				
Small (<= 4" x 24")	Cylinder	2	\$	1,138.00

Medium (<= 12" x 36")	Cylinder	1	\$ 2,111.00
Corrosives			
Small (<= 4" x 24")	Cylinder	0	\$ 578.00
Medium (<= 12" x 36")	Cylinder	0	\$ 1,006.00
Oxidizers			
Small (<= 4" x 24")	Cylinder	0	\$ 1,062.00
Medium (<= 12" x 36")	Cylinder	0	\$ 2,111.00
Transportation Services			
Includes: (fuel, fees, tolls and reasonable time to load)			
Transport and Labor	Unit	Estimated Annual Volume	Price per unit^
Labor			
Technician	Hour	3,200	\$ 70.70
Permanent Collection Site Technician	Hour	820	\$ 70.70
Reactive Project Manager	Hour	1	\$ 111.10
Reactive Assistant	Hour	1	\$ 101.00
Expert Witness or Supporting Testimony (includes preparation)	Hour	1	\$ 85.85
Subcontracted Labor	Hour	1,200	\$ 55.55
Mobilization			
Mobilization of Waste-Hauling Vehicle, Driver and Appropriate Staff (7 county metro area)	Mile	23,000	\$ 8.08
Mobilization of Waste-Hauling Vehicle, Driver and Appropriate Staff (Greater Minnesota)	Mile	24,000	\$ 8.08
Mobilization of Non-Waste Hauling Vehicle, Driver and Appropriate Staff (for sampling, training or other on-site services in 7 county metro area)	Mile	5,100	\$ 7.07
Mobilization of Non-Waste Hauling Vehicle, Driver and Appropriate Staff (for sampling, training etc. Greater Minnesota)	Mile	2,200	\$ 7.07
Shuttle Service Vehicle, Driver and Appropriate Staff	Mile	200	\$ 8.59
Combined State Contract Waste Mobilization Surcharge	Transport Event	1	\$ 303.00
Waste Analysis			
Waste Analysis, TCLP Metals	Sample	1	\$ 191.90
Waste Analysis, TCLP Volatiles	Sample	1	\$ 353.50
Waste Analysis, TCLP Semi-Volatiles	Sample	1	\$ 353.50
Waste Analysis (surcharge for 5-day turnaround)	Per Sampling Event	1	\$ 681.75
Hazard Categorization Training			
Hazard Categorization Training (initial 6 - 8 hours in person)	Session	1	\$ 1,434.00
Hazard Categorization Training (4-hour refresher in person)	Session	1	\$ 1,212.00
Hazard Categorization Training (initial 6 - 8 hours online)	Session	1	\$ 1,350.00

Hazard Categorization Training (4-hour refresher online)	Session	1	\$ 1,050.00
Hazard Categorization Manual	Manual	1	\$ 90.90
Short Term Storage of Waste			
Temporary Storage: <10 days	Drum/Week	1	\$ 125.00
Supplies			
(Supplies are delivered in conjunction with waste pickup service only)			
Description	Unit	Estimated Annual Volume	Price per unit
2 Gallon Poly Pail	Drum	20	\$ 10.10
5 Gallon Fiber Drum (with liner and tape) - 1G2	Drum	70	\$ 13.13
5 Gallon Plastic Pail with Lid - 1H2	Pail	760	\$ 19.70
5 Gallon Drum Plastic Screw Lid - 1H2	Drum	275	\$ 21.21
5 Gallon Poly Closed-Head Container	Drum	30	\$ 30.30
5-10 Gallon Drum Metal (removable lid) - 1A2	Drum	40	\$ 98.98
10 Gallon Fiber Drum (with liner and tape) - 1G2	Drum	50	\$ 18.18
15 Gallon Fiber Drum (with liner and tape) - 1G2	Drum	210	\$ 25.25
16 Gallon Plastic Drum - 1H2	Drum	30	\$ 65.65
30 Gallon Plastic Drum - 1H2	Drum	75	\$ 109.08
30 Gallon Fiber Drum (with liner and tape) - 1G2	Drum	300	\$ 45.45
30 Gallon Metal Open-Head Drum - 1A2	Drum	10	\$ 126.25
30 Gallon Metal Closed-Head (bung-top) Drum - 1A1	Drum	60	\$ 131.30
55 Gallon Fiber Drum (with liner and tape) - 1G2	Drum	1	\$ 60.60
55 Gallon Poly Open-Head Drum - 1H2 (reconditioned)	Drum	6,000	\$ 70.70
55 Gallon Poly Open-Head Drum - New (not reconditioned)	Drum	600	\$ 95.95
55 Gallon Poly Closed-Head (bung -top) Drum - 1H1	Drum	70	\$ 88.88
55 Gallon Metal Open-Head Drum - 1A2 (reconditioned)	Drum	1,500	\$ 75.75
55 Gallon Metal Open-Head Drum - 1A2 - NEW (not reconditioned)	Drum	1	\$ 136.35
55 Gallon Metal Closed-Head (bung-top) Drum - 1A1 (reconditioned)	Drum	475	\$ 126.00
55 Gallon Metal Closed-Head (bung-top) Drum - 1A1 NEW (not reconditioned)	Drum	1	\$ 149.48
85 Gallon Metal Overpack Drum - 1A2	Drum	10	\$ 383.80
95 Gallon Plastic Overpack Drum - 1H2	Drum	20	\$ 428.24
110 Gallon Metal Overpack Drum - 1A2	Drum	1	\$ 454.50
275 Gallon Poly Tote - NEW (not reconditioned)	Tote	1	\$ 757.50
275 Gallon Poly Tote (reconditioned)	Tote	1	\$ 454.50
330 Gallon Poly Tote (reconditioned)	Tote	1	\$ 681.75
Cubic Yard Box (with liner and pallet) - DOT 4G	Box	190	\$ 97.97
Cubic Yard Box (with liner and pallet) - Non-DOT	Box	1,800	\$ 68.68
Used Cubic Yard Box (with pallet and liner) -Non-DOT, when available	Box	1	\$ 50.50
55 Gallon Self-Standing Mini "Wrangler" Box	Box	5	\$ 65.65
Cubic Yard Self-Standing "Wrangler" Box	Box	1	\$ 111.10
4-Ft Lamp Box	Box	80	\$ 12.63

8-Ft Lamp Box	Box	50	\$ 14.14
4-Ft Lamp Shipping Tube	Tube	1	\$ 119.18
8-Ft Lamp Shipping Tube	Tube	1	\$ 126.25
PIH Box	Box	15	\$ 70.70
5 Gallon Labpack Box - 4G	Box	10	\$ 12.12
10 Gallon Labpack Box - 4G	Box	45	\$ 14.65
20 Gallon Labpack Box – 4G	Box	160	\$ 20.20
30 Gallon Labpack Box – 4G	Box	230	\$ 28.28
55 Gallon Labpack Box – 4G	Box	160	\$ 33.33
Vermiculite (50 pound bag)	Bag	1,300	\$ 40.40
Floor Dry (50 pound bag)	Bag	1	\$ 20.20
Portland Cement (94 pound bag)	Bag	1	\$ 90.90
Mineral Oil (technical grade)	Each	1	\$ 50.50
Poly Liner (17-20 gallon drum)	Liner	20	\$ 6.57
Poly Liner (30/55 gallon drum)	Liner	145	\$ 8.08
Coliwassa Tube	Tube	1	\$ 50.50
Poly Sheeting (roll)	Roll	1	\$ 111.10
Roll-off Liner	Liner	1	\$ 108.07
Sample Kit (including transpack)	Kit	15	\$ 35.35
Fiber Tape	Roll	60	\$ 13.13
Pallet	Each	755	\$ 20.20
Temperature Control Box	Box	2	\$ 555.50
PPE Level B	Per Day Charge	1	\$ 242.40
Forklift for Events (all other uses require pre-approval by Contract User)	Per Day Charge	1	CBC
Cellblock (packing material for damaged lithium batteries - 1.94 cu/ft)	Bag	1	CBC

**Exhibit D, Supplement 1
Sample Invoice and Quote**

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Work or purchase order tracking number (Invoice Only)
- Project or collection site name and EPA identification number
- Pick up or work performance date
- Unique shipping paper number
- Generator' unique container numbers
- Description of the service performed
- Quantity of waste or service hours
- Unit price
- Total price
- Contractor's customer service telephone number

Exhibit D, Supplement 1 Sample Invoice and Quote



CUSTOMER INVOICE		
INVOICE DATE	INVOICE NUMBER	PAGES
6/14/2023	12345678	1 OF 1
DUE DATE IS 30 DAYS FROM INVOICE DATE		

For Billing Inquiries
Contact JUSTIN GENGLER 763-786-3660

BILL TO:
RAMSEY DEPT OF PUBLIC HEALTH
2875 WHITE BEAR AVENUE, STE 350
MAPLEWOOD, MN 55109
ATTN: PETER MILLER

JOB SITE:
STATE SPECIAL WASTE FACILITY
5 EMPIRE DRIVE
ST. PAUL, MN 55103-1867
PO# RAMSEYCO

MANIFEST NUMBER(S)	CONTAINER#	Svc Date	STATE CONTRACT#	Terms	Shipped Via		
1234567VES	RAMSEY1	6/05/2023	H (69)-5	NET 30	VEOLIA		
PROFILE	Size Cont/	DESCRIPTION	WIP Number	UOM	QTY	Unit Price	Extension
		WASTE HAULING VEHICLE SEMI TRAILER (ONE WAY MILAGE)		MILE	18	\$ 8.08	\$ 145.44
		OIL BASED PAINT DRUM		DRUM	1	\$ 116.15	\$ 116.15
		RAMSEY EPA ID# MNR000071480					

REMIT TO:
VEOLIA ES
Dept. 73709
Chicago, IL 60673-7709

PLEASE PAY THIS AMOUNT	Continued	\$ 261.59
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CUSTOMER COPY

WE APPRECIATE YOUR BUSINESS!



STATE CONTRACT# H(69)-5

JOB SITE:

STATE SPECIAL WASTE FACILITY

5 EMPIRE DRIVE

ST. PAUL, MN 55103-1867

For Billing Inquiries

CONTACT: JUSTIN GENGLER

763-786-3660

EPA ID# MNR000071480

MANIFEST NUMBER: 1234567VES

DESCRIPTION	Volume	Unit Charge	Unit Rate	Qualifier	Extended Costs
Mobilization					
WASTE HAULING VEHICLE SEMI TRAILER (ONE WAY MILEAGE)	18	MILE	\$8.08	18 MILES TO FACILITY	\$ 145.44
DISPOSAL					
OIL BASED PAINT DRUM - CONTAINER# RAMSEY1	1	55 gallon	\$116.15	PICK UP OF 1 X 55 GALLON DRUM OF OIL BASED PAINT (BULKED)	\$ 116.15
Anticipated Total					\$ 261.59

Comments:

*Pricing contingent on TSDf acceptance/approval of waste.

**The following cost summary is an estimate only - final invoice will reflect actual quantities shipped and time on site.

Container Conversion Table:

Tote >=300 Gal	500%
Cubic Yard Box/Pallet/Tote <300 Gal	400%
97 - 110 Gal Drum	200%
56 - 96 Gal Drum	175%
31 - 55 Gal Drum	100%
21 - 30 Gal Drum	75%
6 -20 Gal Drum	60%
5 Gal Pail or Less	40%

Exhibit E

Flow Diagrams are incorporated by reference and kept on file at the Minnesota Department of Administration Office of State Procurement.

Exhibit F

List of facilities and transporters are incorporated by reference and kept on file at the Minnesota Department of Administration Office of State Procurement.

Exhibit G

FACILITY AUDIT FORM

Facility audit forms are incorporated by reference and kept on file at the Minnesota Department of Administration Office of State Procurement.

Instructions: The boxes will expand as information is typed into the form. Attach information as directed. Alternate formats may be used to provide the information requested, but all areas of the form must be addressed and in the order requested on this form.

PART I. GENERAL FACILITY INFORMATION

Facility Name	
Location	
EPA ID number	
Contact Person, Title, Phone #, email	
Years of operating at current site	

Describe the waste streams and treatment, recycling or disposal method for services the facility will provide for the contractor.:

--

Describe **or attach** a general description of the Facility's History (previous owners, years of ownership, use of the property, environment justice analysis, if completed,):

--

Describe or attach the facility's Waste Receiving and Tracking Plans and Practices:

--

Does the facility have a	Yes or No
Spill Control or Contingency Plan	
Facility Inspection protocol	
Downstream facility audit, or due diligence plan	
Personnel Training Program	
Pollution liability insurance (list amount)	
Closure/post closure/financial assurance (list amount)	

PART II. WASTE AND MATERIAL MANAGEMENT

List the type and volume of hazardous or universal wastes accepted for management at the Facility. List the on-site materials management methods and processing technologies utilized (fuel blend, recycle, incinerate, dispose, store, etc.).

Hazardous or Universal Waste or Materials Accepted for Management under the Contract	10. Volume	On-Site Processing or Management Methods	Materials or waste generated	Name and address for facilities where treated or processed hazardous wastes or materials are shipped

List the type and volume of **all other** Universal or Hazardous wastes accepted for management at the Facility:

Hazardous or Universal Waste or Materials Accepted for Management at Facility	11. Volume	Optional: On-Site Processing or Management Methods	Optional: Materials or waste generated	Optional: Name and address where treated or processed hazardous wastes or materials are shipped

PART III. LICENSES AND PERMITS

List all Local, State and Federal licenses/permits held (NPDES, Storm Water, AQ, etc.) by the Facility related to managing the wastes listed in Part II of this form. Complete all of the information listed below for each license or permit issued or applied for by the facility. Use extra sheets if necessary.

No license or permit is required for this facility

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

License or permit type	
License or permit number	
Issuing Agency	
Contact Person, Title, Phone #, email address	
Permit Issuance Date or Status of Application	
Permit Renewal Date	
Permit Expiration Date	

License or permit type	
License or permit number	
Issuing Agency	

Contact Person, Title, Phone #, email address	
Permit Issuance Date or Status of Application	
Permit Renewal Date	
Permit Expiration Date	

License or permit type	
License or permit number	
Issuing Agency	
Contact Person, Title, Phone #, email address	
Permit Issuance Date or Status of Application	
Permit Renewal Date	
Permit Expiration Date	

PART IV. REGULATORY COMPLIANCE HISTORY

Describe all violations of Local, State and Federal regulatory and permit requirements for the past 5 years and subsequent corrective actions taken. Use additional sheets if necessary. Include the name of the Local, State and Federal agency, contact person and phone number we may use as a follow up contact.

Include copies of inspection reports and follow up letters for significant violations resulting in penalties or corrective actions.

You may download and provide information from the following online reporting systems to demonstrate the facility’s regulatory history related to

DOT: <https://safer.fmcsa.dot.gov/CompanySnapshot.aspx>

RCRA/EPA: <https://echo.epa.gov/> OSHA: <https://www.osha.gov/pls/imis/establishment.html>

“N/A” is not an acceptable answer. If the facility has not had a violation in the past 5 years, “none” is an acceptable answer.

Regulatory Agency	
Contact Person, Title, Phone #, email address	
Violations and Corrective Actions	

Regulatory Agency	
Contact Person, Title, Phone #, email address	
Violations and Corrective Actions	

Regulatory Agency	
Contact Person, Title, Phone #, email address	
Violations and Corrective Actions	

PART V. RELEASES OF HAZARDOUS SUBSTANCES

Complete the information requested below for the facility. Use additional sheets if necessary.
“N/A” is not an acceptable answer. If the answer is none, enter none.

Describe any reportable on-site releases of hazardous substances in the past 2 years:

Describe any local, state and federal RCRA corrective action program and status:

Describe any current or past involvement with CERCLA (Superfund):

Exhibit H

TRANSPORTER AUDIT FORM

Transporter Audit Forms are incorporated by reference and kept on file at the Minnesota Department of Administration Office of State Procurement.

A separate Audit Form must be completed for each transporter proposed to be used to provide transport of electronics and wastes. All information noted on the form must be provided.

The Proposer may use a different format to provide this information as long as it covers all items.

I. GENERAL TRANSPORTER INFORMATION

Contractor Name:
Brief description services provided for the Contractor:

Transporter Name	
Address	
Contact Person/ Title/Phone #/email	
Federal DOT license or MC number	
Parent Company	
Materials and Waste transported (all)	

Does the transporter have a current DOT Hazardous Material Transportation Security Plan?

Indicate Yes or No:

III.REGULATORY COMPLIANCE HISTORY

Please download information from the Federal DOT’s Safety and Fitness Electronic Records (SAFER) System database at <https://safer.fmcsa.dot.gov/CompanySnapshot.aspx> to determine whether the transporter has a satisfactory rating for transportation. Attach records from the SAFER System.

If the transporter does not have a satisfactory rating, please describe the reason for the conditional or unsatisfactory rating and any corrective actions taken.

Include the name and contact information of the DOT staff person you are working with to resolve compliance issues. Include copies of inspection reports and follow up letters.

Regulatory Agency	
Contact Person	
Phone and Email address	
Violations and corrective actions	

Describe any on-site or in-transit reportable releases of during the past 5 years. Do not use “NA”. Enter “none” if none have occurred	
--	--

Exhibit I

Exhibit I Annual Report is attached.

AMENDMENT NO. 1 TO CONTRACT NO. 238887, RELEASE NO. H-69(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Veolia ES Technical Solutions, LLC, 3230 101st Avenue, Blaine, MN 55449 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Contract No. 238887, December 1, 2023, through November 30, 2024 ("Contract"), to provide Hazardous Waste Management; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

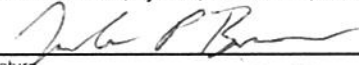


NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 238887 is extended through December 31, 2024, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. VEOLIA ES TECHNICAL SOLUTIONS, LLC The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>Joseph P. Baumann</u> Printed Name</p> <p>Title: <u>SVP-Branch Services</u></p> <p>Date: <u>10/30/24</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by:</p> <p>By: <u></u> 1446624FDD6741C... Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>11/1/2024</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative. DocuSigned by:</p> <p>By: <u></u> B05E75E5499E4C9... 11/1/2024</p> <p>Date: _____</p>
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Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4017

Agenda #: 4.3

Meeting Date: 1/14/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Native Resource Preservation, LLC, For Restoration And Enhancement At Grannis and McCullough Conservation Easements

PURPOSE/ACTION REQUESTED

Authorize the award of bid and execute contract with Native Resource Preservation, LLC, for restoration and enhancement at the Grannis easement in Inver Grove Heights and the McCullough Easement in Ravenna Township.

SUMMARY

Background:

The Land Conservation Plan, approved by the Dakota County Board of Commissioners on November 17, 2020, identified 24 Preliminary Conservation Focus Areas and directed staff to pursue the acquisition and restoration of conservation easements with willing landowners within these Focus Areas. The Dakota County Board of Commissioners approved the purchase of conservation easements on the Gelhar-Emrick (now McCullough) property on July 22, 2008, and on the Grannis property on June 21, 2011, and on June 21, 2016.

Funding for restoration work at these properties is derived from the Board of Water and Soil Resources Habitat Enhancement Landscape Program (BWSR HELP) grant, authorized by the Dakota County Board of Commissioners on June 25, 2024, and the Minnesota Legislature's 2022 Outdoor Heritage Fund (ML22 OHF) grant, authorized on August 23, 2022.

Contract information:

A request for quotes was prepared and released on November 7, 2024, to ten vendors. The initial RFQ included a third easement site that has since been removed from the contract scope due to timing limitations. Three quotes were received for the two remaining project sites, as follows:

<u>Bidder</u>	<u>Total Quote Amount</u>
Native Resource Preservation, LLC	\$109,052.62
Minnesota Native Landscapes, Inc	\$112,866.10
Landbridge Ecological, Inc	\$136,597.90

The lowest responsive, responsible quote was from Native Resource Preservation, LLC (NRP) for \$109,052.62.

Vendors also provided quotes for two alternates. NRP's submission for Alternate 1 will be included in the contract scope for an additional \$23,704.09.

RECOMMENDATION

Staff recommends authorization for the Parks Department Director to execute a contract with NRP for the McCullough and Grannis Easements Prescribed Burns and Invasive Tree and Shrub Removal project for a contract maximum of \$132,756.71, subject to the approval of the County Attorney's Office as to form.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this contract is derived from the BWSR HELP grant and the ML22 OHF grant, which are included in the approved 2025 Parks Capital Improvement Program Budget.

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

RESOLUTION

WHEREAS, the Land Conservation Plan, approved by the Dakota County Board of Commissioners on November 17, 2020, identified 24 Preliminary Conservation Focus Areas and directed staff to pursue the acquisition and restoration of conservation easements with willing landowners within these Focus Areas; and

WHEREAS, the Dakota County Board of Commissioners approved the purchase of conservation easements on the Gelhar-Emrick (now McCullough) property on July 22, 2008, and on the Grannis property on June 21, 2011, and June 21, 2016; and

WHEREAS, funding for restoration work at these properties is derived from the Board of Water and Soil Resources Habitat Enhancement Landscape Program grant, authorized by the Dakota County Board of Commissioners on June 25, 2024, and the Minnesota Legislature's 2022 Outdoor Heritage Fund grant, authorized on August 23, 2022; and

WHEREAS, a request for quotes was prepared and released on November 7, 2024, to ten vendors; and

WHEREAS, the lowest responsive, responsible quote was from Native Resource Preservation, LLC, for \$109,052.62; and

WHEREAS, Native Resource Preservation, LLC's submission for Alternate 1 will be included in the contract scope for an additional \$23,704.09.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Department Director to execute a contract with Native Resource Preservation, LLC, for restoration work on the Gelhar-Emrick/McCullough and Grannis properties, with a contract maximum of \$132,756.71, subject to the approval of the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

- 08-331; 7/22/08
- 11-302; 6/21/11

16-355; 6/21/16
20-568; 11/17/20
22-334; 8/23/22
24-314; 6/25/24

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: Sara Nelson



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4018

Agenda #: 4.4

Meeting Date: 1/14/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Native Resource Preservation, LLC For Restoration And Enhancement Of County Conservation Easement On Wicklund Trust Property

PURPOSE/ACTION REQUESTED

Authorize the award of bid and execute contract with Native Resource Preservation, LLC for restoration and enhancement at the Wicklund Conservation Easement in Waterford Township.

SUMMARY

Background:

The 2020 Land Conservation Plan identified 24 Preliminary Conservation Focus Areas and directed staff to pursue conservation easements with willing landowners within these Focus Areas. On April 6, 2021, the Dakota County Board of Commissioners approved the purchase of a conservation easement on the Wicklund property.

Funding for this work will be primarily derived from the Minnesota Legislator’s 2018 Outdoor Heritage Fund Grant (ML18 OHF). By Resolution No. 18-518 (October 9, 2018), the Dakota County Board of Commissioners authorized the execution of this contract. This funding is available for use at this conservation easement until May 14, 2026.

Contract information:

A request for proposals was prepared and released on December 6, 2024. Four proposals were received by the December 23, 2024, deadline. The RFP included numerous alternates to allow the County to make the best use of OHF ML18 grant funds before the 2026 expiration date. Proposals, including base and all alternates, were as follows:

<u>Bidder</u>	<u>Total Quote Amount</u>
Native Resource Preservation, LLC	\$240,731
RES Great Lakes	\$261,359
Landbridge Ecological, Inc	\$368,698
Prairie Restorations, Inc	\$430,387

The lowest responsive, responsible proposal, including alternates, was submitted by Native Resource Preservation, LLC, (NRP) for \$240,731.

The proposal from NRP included \$201,505 in restoration activities that will be completed by the ML18 OHF sunset date. The remaining \$39,227 in the contract will be drawn from the Minnesota Legislator’s 2022 Outdoor Heritage Fund Grant.

RECOMMENDATION

Staff recommends authorization for the Physical Development Director to execute a contract with Native Resource Preservation, LLC, for the Wicklund Conservation Easement Natural Resource Management Plan Implementation Project for a contract maximum of \$240,371.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this contract is derived from the Minnesota Legislature’s 2018 and 2022 Outdoor Heritage Grants and included in the approved 2025 Parks Capital Improvement Projects Budget.

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

RESOLUTION

WHEREAS, the 2020 Land Conservation Plan identified 24 Preliminary Conservation Focus Areas and directed staff to pursue conservation easements with willing landowners within these Focus Areas; and

WHEREAS, on April 6, 2021, the Dakota County Board of Commissioners approved the purchase of a conservation easement on the Wicklund property; and

WHEREAS, funding for this work will be derived from the Minnesota Legislator’s 2018 Outdoor Heritage Fund Grant; and

WHEREAS, a request for proposals was prepared and released on December 6, 2024; and

WHEREAS, the lowest responsive, responsible proposal, including all alternates, was submitted by Native Resource Preservation, LLC; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Native Resource Preservation, LLC, for the Wicklund Conservation Easement Natural Resource Management Plan Implementation Project for a contract maximum of \$240,371, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

18-518; 10/9/18

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Meghan Manhatton



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4087

Agenda #: 4.5

Meeting Date: 1/14/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Acquire Wicklund Trust Property In Waterford Township And Amend 2025 Parks Capital Improvement Program Budget

PURPOSE/ACTION REQUESTED

Authorize the expenditure of up to \$428,500 to acquire 123.5 acres and a 6,250 square foot access easement from the Jerry L. Wicklund and Audrey C. Wicklund Trust, under Agreement dated October 25, 2021, (Wicklund Trust) located in Waterford Township, authorize the Physical Development Division (PDD) Director to sign a purchase agreement, authorize designation of the acquired property as a new County Park Conservation Area (CPCA), authorize an amendment to the 2025 Parks Capital Improvement Program (CIP) budget, and direct staff to submit an amendment to Park Ordinance 107 for consideration to allowing hunting within CPCAs.

SUMMARY

County staff began working with Jerry and Audrey Wicklund (Wicklund) in 2009 to permanently protect a portion of their 151-acre property in Waterford Township. The property, which includes 1,400 feet of Chub Creek, is located within the Chub Creek Conservation Focus Area, identified in the 2020 Land Conservation Plan for Dakota County, and includes a portion of the future Chub Creek Greenway corridor identified in the 2008 Dakota County 2030 Park System Plan. Several State-listed rare plants have been identified on the property. The Wicklunds have planted many native trees and prairie species over their lifetime of ownership, in addition to investing extensive effort into controlling invasive species, such as buckthorn.

The County Board of Commissioners, by Resolution No. 20-633 (December 14, 2020), approved the expenditure of up to \$291,912 to acquire a 121.60-acre permanent natural area conservation easement (Easement) on the Wicklund property. However, due to a small reduction in landowner donation and a small increase in the size of the Easement, the County Board of Commissioners rescinded Resolution No. 20-633, and by Resolution No. 21-185 (April 6, 2021), the County Board of Commissioners approved the expenditure of up to \$339,412 to acquire a 122.43-acre Easement. The Easement was acquired on May 14, 2021, using a combination of State Outdoor Heritage (OH) funds and County grant match.

The Easement area includes two countywide snowmobile trails and numerous mowed trails that can serve as future public hiking trails and function as natural resource management unit boundaries. The Easement allows a future Chub Creek Greenway trail but would require approval from the Lessard-Sams Outdoor Heritage Council (LSOHC), which is responsible for administering OH funds. The County and the Wicklunds continue to improve natural resource quality within the Easement

area through a natural resource management agreement, and they have allowed County staff to harvest native seeds for use within the park system. The Wicklunds have also allowed special turkey hunting opportunities in the Spring for military veterans and youth and have requested that the County consider allowing this activity to continue in the future.

In October 2021, the Wicklunds transferred ownership of their property to the Wicklund Trust. In 2023, the Wicklund Trust began planning for future ownership of the property and desired to sell fee title to the Easement area to the County for public use as a CPCA. The County completed a fee title appraisal, including value allocation for the Easement area plus an additional 1.07 acres for a small parking area and access. Waterford Township approved the property subdivision during its December 12, 2024, Board meeting. The legal description (Attachment: Legal Description of the Wicklund Trust Property) and general depiction (Attachment: General Depiction of the Wicklund Trust Property) of the proposed acquisition are attached.

County staff contacted the LSOHC to determine if OH funds previously appropriated to the County would be eligible for this fee title acquisition since the LSOHC has a policy that OH funds are generally not eligible for funding fee title acquisitions of property with an existing easement. This policy was recently affirmed when the LSOHC did not approve a request from the Nature Conservancy to use OH funds for a similar circumstance. LSOHC staff determined that a County request to use OH funds for this intended purpose would likely not be approved, which was confirmed by the LSOHC Chair.

The Wicklund Trust is willing to sell fee title to 123.5 acres of their property and a 6,250 square foot access easement for 31 percent less than the \$617,000 appraised value. The property is currently enrolled in the U.S. Department of Agriculture’s Conservation Reserve Program (CRP) which provides annual payments to landowners through ten-year contracts. After acquisition, the County would be eligible to receive four annual payments which would reduce the net cost of the acquisition by \$63,305. As part of the proposed agreement, the Wicklund Trust requests that the County Board consider amending section 3.7 of Park Ordinance 107 to allow Spring youth and veterans turkey hunting on the property. The financial summary of estimated acquisition costs is as follows:

Appraised Fee Title Value of 123.5 acres with an existing 122.43-acre Easement	Landowner Donation Value (31%)	County Acquisition Cost	CRP Payments to Dakota County (2025-2028)	Estimated Closing Costs	Total County Cost
\$617,000	\$192,000	\$425,000	\$63,305	\$3,500	\$365,195

RECOMMENDATION

Staff recommends authorizing the expenditure of up to \$428,500 to acquire the 123.5-acre Wicklund Trust property and a 6,250 square foot access easement, authorizing the PDD Director to execute the purchase agreement, amending the 2025 Parks CIP, and directing staff to submit a request to amend section 3.7 of Park Ordinance 107 to consider allowing a limited number of permits be issued to non-profit and other community organizations for hunting within identified CPCAs.

EXPLANATION OF FISCAL/FTE IMPACTS

The combined total expenditure of Easement payment and cost of fee title is \$700,607 or \$5,674 per

acre. Adequate funding is available in the 2022 Minnesota Legislature OH County grant-match for this acquisition. A budget amendment is needed to account for the anticipated CRP revenue. Short-term improvements will include a gate, signage, and an aggregate access drive and parking area. There will be ongoing operational expenditures similar to managing other County Park areas. In addition, 2018 Minnesota Legislature OH grant previously appropriated to the County will be utilized to conduct additional restoration activities on the Wicklund Trust property.

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

RESOLUTION

WHEREAS, the Jerry C. Wicklund and Audrey C. Wicklund Trust, under Agreement dated October 25, 2021, (Wicklund Trust) own 151 acres in Waterford Township; and

WHEREAS, the Wicklund Trust property is located within the Chub Creek Conservation Focus Area, identified in the 2020 Land Conservation Plan for Dakota County, and includes a portion of the future Chub Creek Greenway corridor identified in the 2008 Dakota County 2030 Park System Plan; and

WHEREAS, several State-listed rare plants have been identified on the Wicklund Trust property, and Jerry and Audrey Wicklund (Wicklund) have allowed County staff to harvest native seeds for use within the park system; and

WHEREAS, the Wicklunds planted many native trees and prairie species over their lifetime of ownership, in addition to investing extensive effort into controlling invasive species, such as buckthorn; and

WHEREAS, County staff began working with the Wicklunds in 2009 to permanently protect a portion of their property, and

WHEREAS, by Resolution No. 20-633 (December 14, 2020), the County Board of Commissioners approved the expenditure of up to \$291,912 to acquire a 121.60-acre permanent natural area conservation easement (Easement) on the Wicklund property; and

WHEREAS, due to a reduction in landowner donation and a slight increase in the size of the Easement, the County Board of Commissioners rescinded Resolution No. 20-633 and by Resolution No. 21-185 (April 6, 2021), approved the expenditure of up to \$339,412 to acquire a 122.43-acre Easement on the Wicklund property; and

WHEREAS, the Easement was acquired on May 14, 2021, using a combination of State Outdoor Heritage (OH) funds and County grant-match; and

WHEREAS, the Wicklunds transferred ownership of their property to the Jerry C. Wicklund and Audrey C. Wicklund Trust, under Agreement dated October 25, 2021, (Wicklund Trust); and

WHEREAS, the Easement area includes two countywide snowmobile trails and numerous mowed trails that can serve as future public hiking trails and function as natural resource management unit boundaries; and

WHEREAS, the Easement would allow a future paved Chub Creek Greenway trail but would require approval from the Lessard-Sams Outdoor Heritage Council (LSOHC), which is responsible for administering OH funds; and

WHEREAS, the County and the Wicklund Trust continue improving natural resource quality within the Easement area through implementation of a natural resource management agreement; and

WHEREAS, the Wicklunds and the Wicklund Trust have allowed special turkey hunting opportunities for military veterans and youth on their property for many years; and

WHEREAS, the Wicklund Trust began exploring future ownership options for their property in 2023 and now desire to sell fee title to the Easement area and additional land to the County for a new County Park Conservation Area; and

WHEREAS, the County completed, reviewed, and approved an appraisal for acquiring fee title to the Easement area and an additional 1.07 acres for access and a small parking area; and

WHEREAS, County staff contacted the LSOHC to determine if OH funds previously appropriated to the County would be eligible for fee title acquisition since most of the property is already protected by the Easement; and

WHEREAS, the LSOHC recently denied a request to use OH funds for property already protected by an easement and affirmed an existing policy in which expenditure of additional OH funds for land already protected by an easement would not be approved; and

WHEREAS, the Wicklund Trust is willing to sell fee title to 123.5 acres and a 6,250 square foot access easement for 31 percent less than the \$617,000 appraised value, or \$425,000; and

WHEREAS the Wicklund Trust has requested that the County consider amending Section 3.7 of Park Ordinance 107 to allow Spring youth and military veterans turkey hunting within their former property once acquired by the County; and

WHEREAS, the estimated closing costs are \$3,500; and

WHEREAS, the Wicklund Trust property includes two, ten-year Conservation Reserve Program (CRP) contracts with the Commodity Credit Corporation of the U.S. Department of Agriculture; and

WHEREAS, the CRP contracts provides \$15,876 annual payments to the landowner, and the County would be eligible to receive the remaining CRP payments totaling \$63,305 for the years 2025 through 2028; and

WHEREAS, adequate funding for this fee title acquisition is available in the 2025 Parks Capital Improvement Program budget through the 2022 Minnesota Legislature OH County grant-match; and

WHEREAS, the final acquisition costs of the property will be determined after the settlement statement is finalized and all associated acquisition expenses have been invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$428,500 to acquire 123.5 acres and a 6,250 square foot access easement in Waterford Township from the Jerry C. Wicklund and Audrey L. Wicklund Trust, under an Agreement dated October 25, 2021, including \$425,000 for fee title acquisition and \$3,500 in estimated closing costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to execute a purchase agreement with the Jerry C. Wicklund and Audrey L. Wicklund Trust, under an Agreement dated October 25, 2021, to acquire fee title to 123.5 acres and a 6,250 square foot access easement, 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 designates the property being acquired from the Jerry C. Wicklund and Audrey L. Wicklund Trust, under an Agreement dated October 25, 2021, as a new County Park Conservation Area; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs that the \$15,876 annual Conservation Reserve Program payments for the Wicklund Trust property be added to the Parks Capital Improvement Program budget for the years 2025 through 2028; and

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

Expense

Wicklund Trust Property Acquisition	<u>\$63,305</u>
Total Expense	\$63,305

Revenue

Conservation Reserve Program	<u>\$63,305</u>
Total Revenue	\$63,305

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs staff to submit a potential amendment to section 3.7 of Park Ordinance 107 for consideration that would allow for a limited number of permits to be issued to non-profit and other community organizations for hunting within identified County Park Conservation Areas.

PREVIOUS BOARD ACTION

- 20-633; 12/14/20
- 21-185; 4/6/21

ATTACHMENTS

- Attachment: Legal Description of the Wicklund Trust Property
- Attachment: General Depiction of Wicklund Trust Property

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: Tom Lewanski

Dakota County Parks

Legal Description of the Jerry and Audrey Wicklund Trust Property Being Acquired by the County of Dakota

Tract ID No. 486

That part of the Northwest Quarter of Section 18, Township 112 North, Range 19 West, Dakota County, Minnesota, lying easterly of the railroad right of way.

AND

That part of the Southwest Quarter of Section 7, Township 112 North, Range 19 West, Dakota County, Minnesota, lying easterly of the railroad right of way described as follows:

Beginning at the southeast corner of said Southwest Quarter of Section 7; thence North 00 degrees 06 minutes 30 seconds West, assumed bearing, along the east line of said Southwest Quarter a distance of 1326.25 feet; thence South 89 degrees 31 minutes 20 seconds West a distance of 50.00 feet; thence South 00 degrees 06 minutes 30 seconds East a distance of 519.34 feet; thence North 81 degrees 09 minutes 21 seconds West a distance of 60.74 feet; thence South 00 degrees 06 minutes 30 seconds East a distance of 80.99 feet; thence North 81 degrees 09 minutes 21 seconds West a distance of 301.02 feet; thence northerly a distance of 121.57 feet along a tangential curve concave to the northeast having a radius of 86.75 feet and a central angle of 80 degrees 17 minutes 26 seconds; thence North 00 degrees 51 minutes 56 seconds West tangent to said curve a distance of 192.08 feet; thence South 89 degrees 53 minutes 30 seconds West a distance of 117.80 feet; thence North 06 degrees 01 minutes 56 seconds West a distance of 73.37 feet; thence North 00 degrees 06 minutes 30 seconds West a distance of 371.31 feet; thence South 73 degrees 07 minutes 21 seconds West a distance of 8.76 feet; thence South 89 degrees 15 minutes 40 seconds West a distance of 510.64 feet; thence North 12 degrees 12 minutes 27 seconds West a distance of 171.04 feet; thence South 89 degrees 57 minutes 27 seconds West a distance of 16.14 feet to said railroad right of way; thence South 05 degrees 12 minutes 35 seconds West along said railroad right of way a distance of 1671.64 feet to the south line of said Southwest Quarter; thence North 89 degrees 46 minutes 57 seconds East along said south line a distance of 1334.43 feet to point of beginning.

Area: 123.47 acres

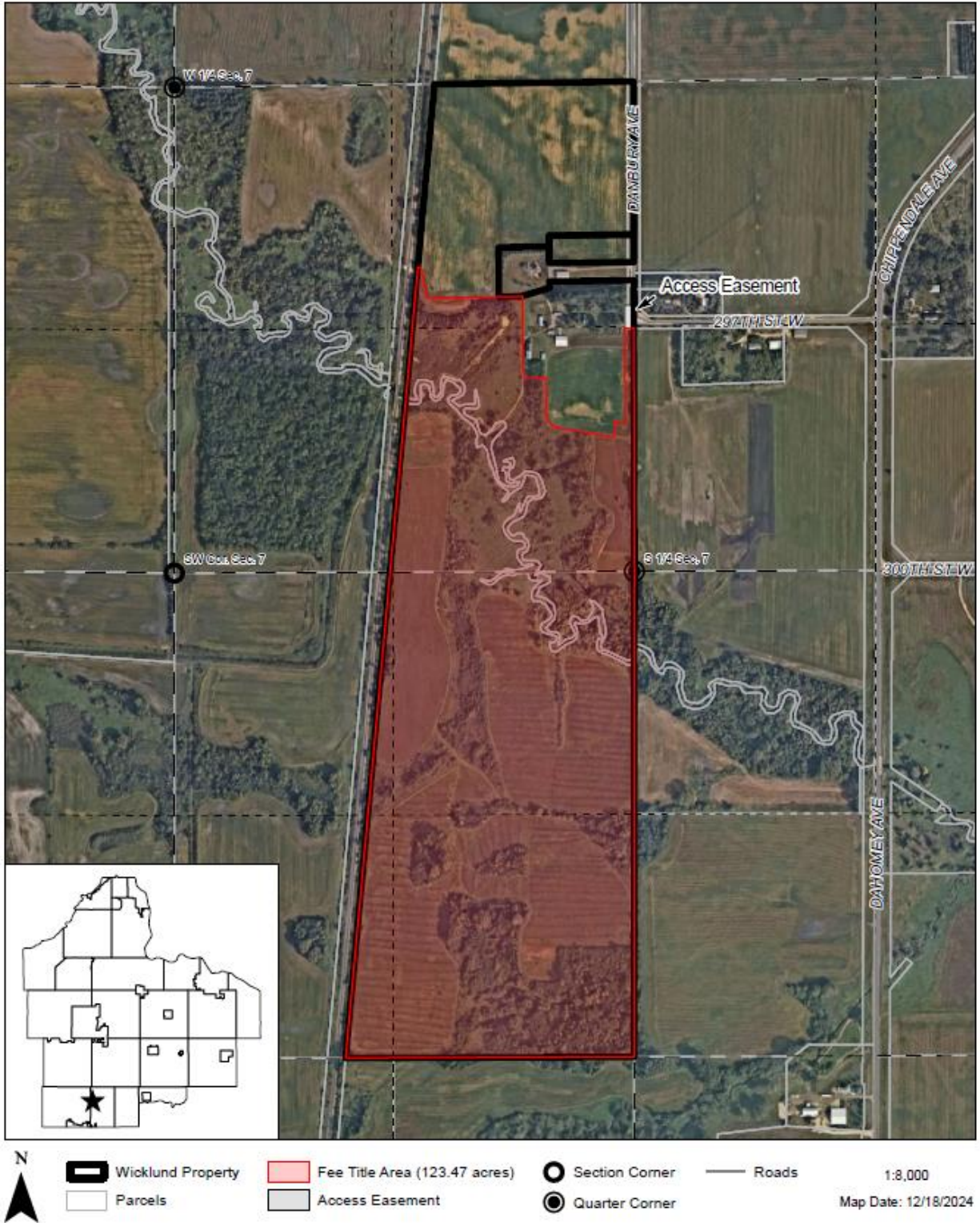
Legal Description of Access Easement on the Jerry and Audrey Wicklund Trust Property being Acquired by the County of Dakota

A permanent access easement over part of the Southwest Quarter of Section 7, Township 112 North, Range 19 West, Dakota County, Minnesota described as follows: Commencing at the southeast corner of said Southwest Quarter of Section 7; thence North 00 degrees 06 minutes 30 seconds West, assumed bearing, along the east line of said Southwest Quarter a distance of 1326.25 feet to the point of beginning of the access to be described; thence South 89 degrees 31 minutes 20 seconds West a distance of 50.00 feet; thence North 00 degrees 06 minutes 30 seconds West a distance of 125.00 feet; thence North 89 degrees 31 minutes 20 seconds East a distance of 50.00 feet to the east line of said Southwest Quarter; thence South 00 degrees 06 minutes 30 seconds East along said east line a distance of 125.00 feet to the point of beginning.

Dakota County Parks

General Depiction of the Jerry and Audrey Wicklund Trust Property Being Acquired by the County of Dakota

Tract ID No. 486





Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4033

Agenda #: 4.6

Meeting Date: 1/14/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Bolton & Menk, Inc. For Construction Administration And Inspection Services For Minnesota River Greenway In Burnsville And Eagan, County Project P00127

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Bolton & Menk, Inc. for construction administration and inspection services on County Project P00127, Minnesota River Greenway, Fort Snelling segment, for construction of a pedestrian bridge.

SUMMARY

Construction of the pedestrian bridge for the Fort Snelling segment of the Minnesota River Greenway is expected to begin in Spring 2025, with completion by Fall 2026 (Attachment: Project Map). Due to the long duration and challenges of constructing this bridge, the County is seeking professional services for construction administration, inspection, surveying, and materials testing. A request for proposals for construction management and inspection services was issued on November 25, 2024, to three qualified consulting firms. Three proposals were received by the December 20, 2024, deadline. County staff evaluated the proposals and reached agreement on the proposal submitted by Bolton & Menk, Inc. as the most responsive to the scope of work and capable of successfully delivering the project. While Bolton & Menk submitted the highest priced proposal, the staff they have designated for the project have the best and most extensive record in managing bridge construction projects with similar context and complexity. Additionally, key staff for Bolton & Menk will be dedicated entirely to this project while it is actively in construction. These services are required beginning in February 2025 to allow for construction to begin in the spring.

Three firms submitted proposals with the following estimated total and hourly costs:

- Bolton & Menk; \$666,423; \$194.58 per hour
- Sambatek; \$635,699; \$173.21 per hour
- SEH; \$602,415; \$165.73 per hour

RECOMMENDATION

Staff recommends execution of a contract with Bolton & Menk, Inc. for professional services for P00127 based on the quality and cost-effectiveness of their proposal (Attachment: Evaluation Summary).

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted Parks Capital Improvement Plan includes a total project budget of \$16,975,833, with sufficient funding available for award of this contract.

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

RESOLUTION

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

WHEREAS, Dakota County requires professional services for the administration and inspection for the construction of the pedestrian bridge over the Union Pacific Railroad track; and

WHEREAS, a request for proposals was released on November 25, 2024, for construction administration and inspection services; and

WHEREAS, three responses were received from qualified proposers; and

WHEREAS, Bolton & Menk, Inc. was identified as the most responsive to the request for proposals and within the project budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Bolton & Menk, Inc. to provide construction administration services for the pedestrian bridge for the Fort Snelling Segment of the Minnesota River Greenway in Eagan in an amount not to exceed \$666,423, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

11-516; 10/18/11

ATTACHMENTS

- Attachment: Project Map
- Attachment: Evaluation Summary

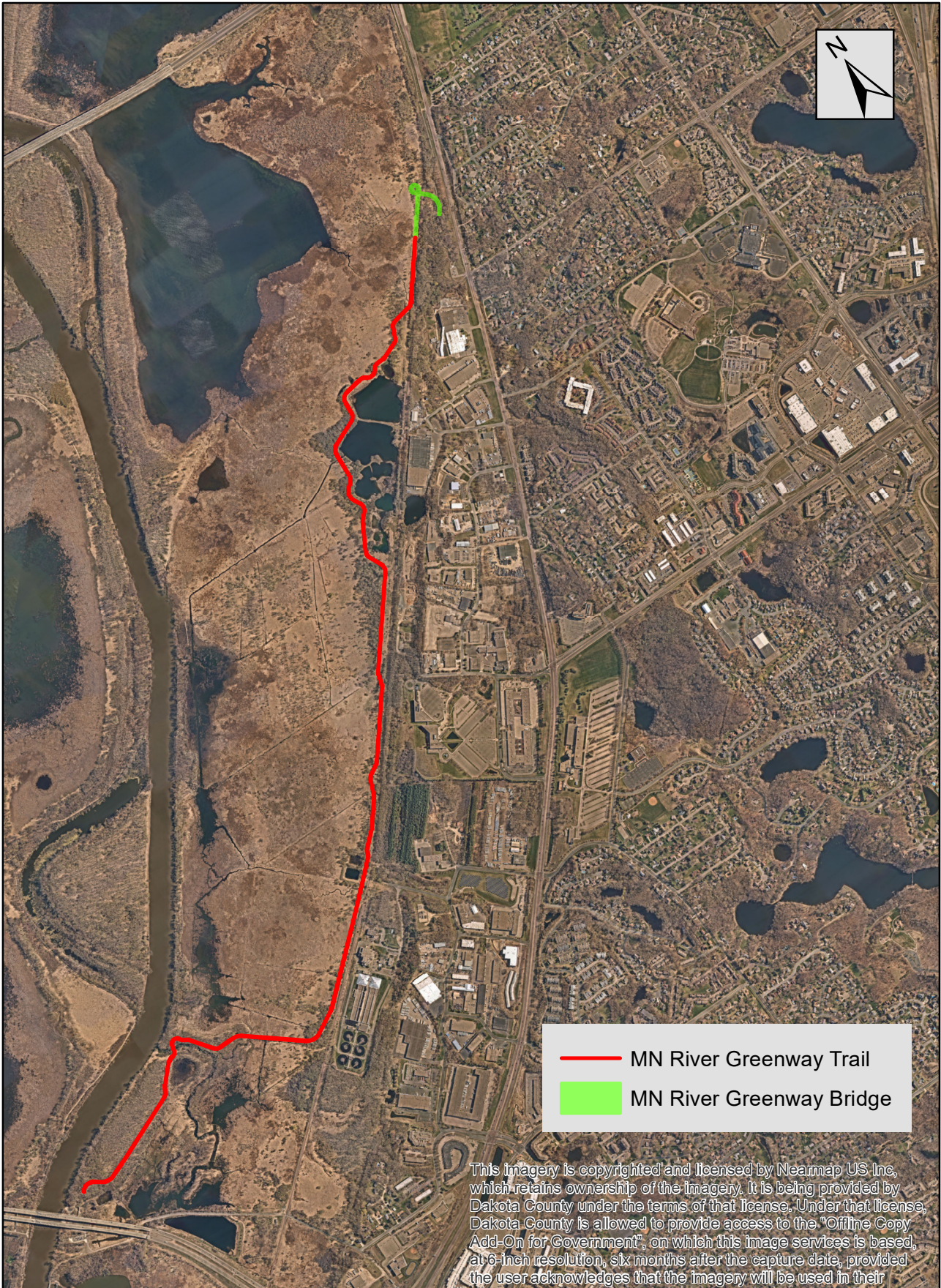
BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: Joe Morneau

Attachment: Project Map



Consultant Selection Information for County Project P00127: Minnesota River Greenway, Fort Snelling Segment

Project Information

Project Purpose: The Fort Snelling segment of the Minnesota River Greenway will construct a 3.26 mile segment of trail and a 0.32 mile pedestrian bridge within Fort Snelling State Park. The bridge portion of the project is now ready to proceed into construction after completing design review and securing all necessary permits.

Deliverables: Project bidding, project management, survey, observation, inspection, documentation, materials testing, pay request processing, stakeholder communications and utility coordination.

Schedule:

- Design, environmental review and permitting: 2019-2024
- Right of way acquisition: 2021-2023
- Trail Construction: 2024-2025
- Bridge Construction: 2025-2026

Consultant Selection Summary

Request for Proposals (RFP): An RFP for construction management and inspection for the bridge portion of the project was released on November 25, 2024, with proposals due on December 20, 2024. The RFP was sent to three firms: Bolton & Menk, Sambatek, and SEH. County staff had discussed the project with each firm and all indicated interest in proposing. All three firms submitted a proposal by the due date.

Review Process: Proposals were reviewed by staff from the Transportation and Parks departments, and scored against criteria considering cost, proposer experience, qualifications of proposed staff and project understanding. The reviewers met on December 30, 2024 to discuss their evaluation and select a preferred consultant.

Evaluation Results: The three proposing firms all presented teams capable of successfully managing this project. The proposal from SEH, while lowest in cost, did not commit enough hours towards project management, and did not include staff in key positions for construction observation with enough background in managing projects of similar scope and context. The proposal from Sambatek was responsive to the scope and identified staff that were experienced in projects similar in nature to this bridge project. Bolton & Menk's proposal, while higher in cost, committed the most qualified and experienced staff to the project, with the highest number of hours towards on-the-ground inspection. Additionally, the proposed lead inspector for Bolton & Menk will be committed solely to this project when it is under construction, which is a key need for county staff given the complex nature of this project.

Summary of Proposed Costs:

Proposer	Cost/Hour	Total Hours	Total Cost
Bolton & Menk	\$ 194.58	3,425	\$ 666,423
SEH	\$ 165.73	3,635	\$ 602,415
WSB	\$ 173.21	3,670	\$ 635,699

Recommendation and Summary: The proposal review team recommends selection of Bolton & Menk for construction administration on CP P00127. The proposal from Bolton & Menk included staff in project management and inspection roles that have an extensive demonstrated record of managing bridge projects in challenging locations and conditions, and expertise in other technical roles including survey and wetland protection. The number of hours proposed and their allocation across the required tasks was judged as appropriate and responsive to the scope of work.

The proposal received by Sambatek, while responsive and demonstrating a strong understanding of the project, did not include staff with as strong of a background in projects similar to this one. The SEH proposal, while showing an adequate understanding of the project, did not include staff with adequate experience in comparable bridge projects, and did not commit enough hours towards project management.



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4081

Agenda #: 4.7

Meeting Date: 1/14/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute First Amendment With Max Steininger, Inc. For Veterans Memorial Greenway Construction In Inver Grove Heights, County Project P00147

PURPOSE/ACTION REQUESTED

Authorize the execution of construction contract amendment one with Max Steininger, Inc. to complete the greenway trail construction work for County Project (CP) P00147, Veterans Memorial Greenway (VMG) Phase I in Inver Grove Heights (Attachment: Project Location).

SUMMARY

To provide a safe and efficient greenway system, Dakota County is proceeding with the VMG Phase I segment, which is the construction of about two miles of shared-use trail. The construction included a 10' shared-use trail, tunnel under County Highway 71, earthwork and elements of the basic and enhanced memorial nodes, Greenway Wayfinding, and a mid-block crossing of County Highway 73 into Rich Valley Park. The VMG Phase I project started in the spring of 2024, was substantially complete in November 2024, and scheduled to be fully complete by the end of the summer of 2025. Additional landscaping and memorial node construction will be completed by separate construction contracts starting in early 2025 for Phase I.

By Resolution No. 24-188 (April 9, 2024), the County Board authorized execution of a contract with Max Steininger, Inc., for construction of VMG Phase I, CP P00147.

Max Steininger, Inc., bid in the amount of \$2,702,631.22 for the construction of CP P00147. Construction cost increases are due primarily to poor and hydric soils that were encountered in various locations along the project site, requiring additional soil excavation and additional common embankment soils and common granular embankment soils to provide an adequate trail base to construct upon. There was also a calculation error in the plans that didn't account for actual common embankment soil needs. The additional costs for excavation, grading, hauling, and quantity overruns for the trail base and the construction costs have increased by \$598,476.58.

RECOMMENDATION

Staff recommends authorizing a contract amendment with Max Steininger, Inc., in the amount of \$598,476.58 for construction cost increases.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Parks Capital Improvement Program Budget includes a project budget of \$26,973,139, with all funding budgeted in prior years. Sufficient funds within the project budget are available for this

amendment.

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

RESOLUTION

WHEREAS, to provide high-quality recreational and educational opportunities in harmony with natural resource preservation and to honor Dakota County’s more than 25,000 veterans, Dakota County is proceeding with the Veterans Memorial Greenway County Project (CP) P00147; and

WHEREAS, the Veterans Memorial Greenway Phase I is the first segment of regional trail to be secured, designed, and constructed in order to connect the Mendota to Lebanon Greenway in Eagan to the Mississippi River Greenway in Inver Grove Heights; and

WHEREAS, the Veterans Memorial Greenway Phase I includes construction of two miles of trail starting 500’ west of the intersection of Alameda Path and Cliff Road in Inver Grove Heights and extending east along Cliff Road through Flint Hills property and then ending at Rich Valley Park; and

WHEREAS, by Resolution No. 24-188 (April 9, 2024), the County Board authorized the execution of a contract with Max Steininger Inc., for the construction of Phase I of the Veterans Memorial Greenway, CP P00147; and

WHEREAS, the project is now substantially complete with only minor items of work and turf establishment remaining; and

WHEREAS, the construction contract has increases of \$598,476.58 or 22 percent over the original contract amount; and

WHEREAS, the construction cost increases include additional costs for excavation, grading, hauling, and quantity overruns for the trail base; and

WHEREAS, staff recommends authorizing a contract amendment with Max Steininger Inc. in the amount of \$598,476.58 for construction cost increases; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a first amendment to the contract with Max Steininger Inc., in the amount of \$598,476.58 for increased costs, resulting in a total amount of \$3,345,698.88 for the construction work (County Project P00147) associated with the Veterans Memorial Greenway Phase I Segment, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

24-188; 4/9/24

ATTACHMENTS

Attachment: Project Location

Attachment: Construction Cost Increase Summary

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

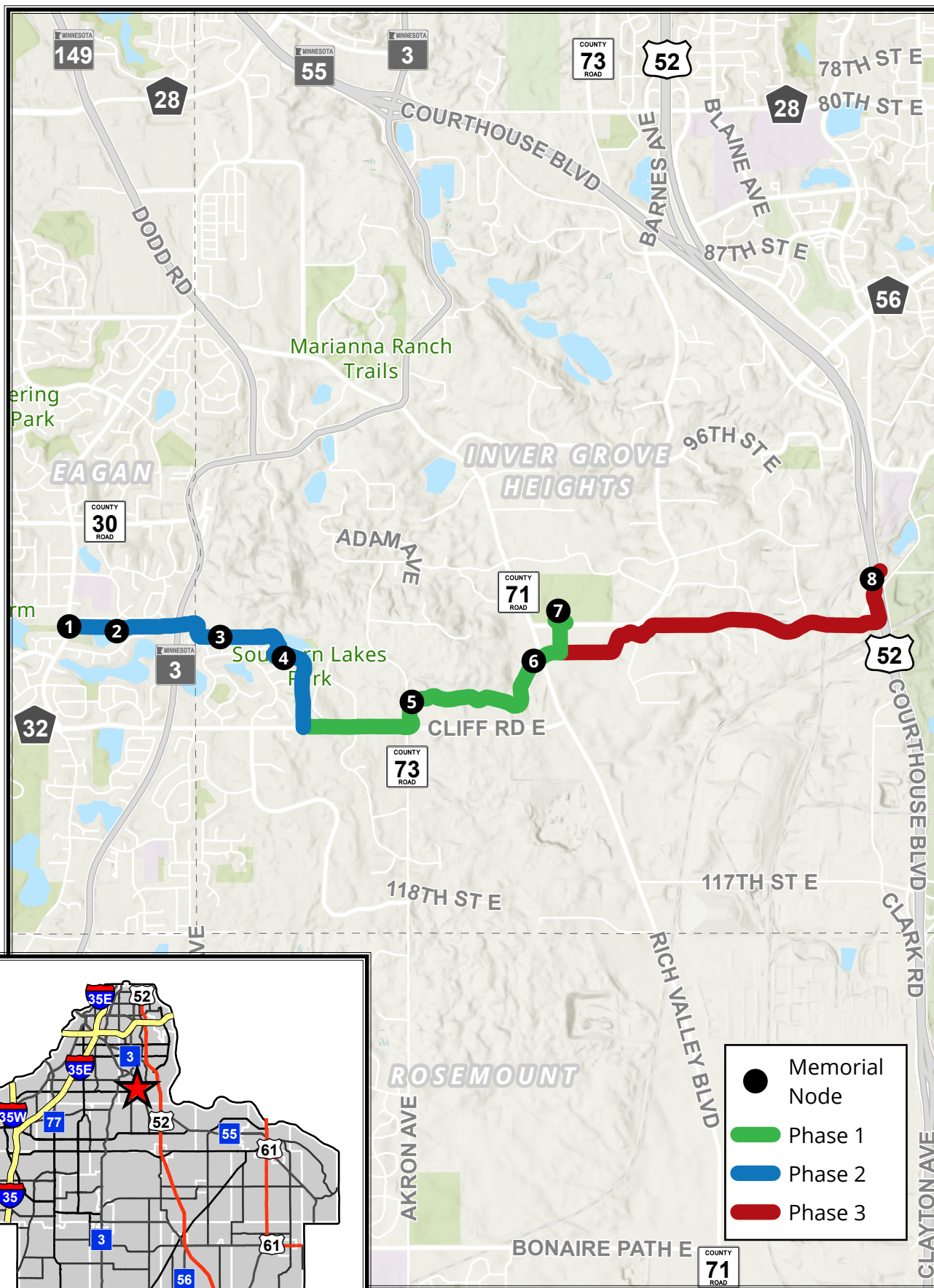
Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map



Veterans Memorial Greenway

- Memorial Node
- Phase 1
- Phase 2
- Phase 3

Line	Description	Contract Amount	Additional Cost	Notes
113	GEOTEXTILE FABRIC TYPE 5	\$4,704.00	\$ (1,273.02)	Work added with change order 1. SEH geotechnical recommended addition of geotextile fabric with soil correction between STA 153+80 and STA 161+00
114	Arch Conc Texture (Sandbag) Adjustment	\$4,313.10	\$ -	Work added with change order 2. Sandbag façade unit price was set as fixed fee during bidding. Actual costs for Concrete Arts to complete façade came in higher than fixed fee accounted for
115	Change Order 3 - Concrete Plaza	\$35,573.98	\$ -	Work added with change order 3. County staff directed contractor to install concrete plaza at STA 170+50. Work included stamped and colored concrete
1	MOBILIZATION	\$114,000.00	\$ -	
2	CLEARING	\$17,099.08	\$ 6,903.75	
3	GRUBBING	\$17,099.08	\$ 6,903.75	
4	CLEARING	\$4,274.80	\$ -	
5	GRUBBING	\$4,274.80	\$ -	
6	PAVEMENT MARKING REMOVAL	\$1,464.53	\$ -	
7	SALVAGE SIGN	\$400.80	\$ -	
8	REMOVE PIPE APRON	\$3,031.27	\$ -	
9	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$1,352.48	\$ (44.94)	
10	REMOVE PIPE CULVERTS	\$3,545.76	\$ (881.46)	
11	REMOVE CURB & GUTTER	\$1,135.44	\$ (164.34)	
12	REMOVE BITUMINOUS WALK	\$1,501.02	\$ -	
13	REMOVE BITUMINOUS PAVEMENT	\$26,051.52	\$ (1,785.70)	
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$437.58	\$ -	
15	REMOVE BOLLARD	\$520.96	\$ (520.96)	
16	SALVAGE BOULDER	\$720.48	\$ 1,080.72	
17	EXCAVATION - COMMON (EV) (P)	\$262,196.00	\$ 77,374.00	Additional quantity accounts for excavation of borrow pit near box culvert to generate suitable material required for embankment overrun
18	COMMON EMBANKMENT (CV) (P)	\$98,884.70	\$ 268,348.70	Additional quantity accounts for calculation error in estimating the bid quantity. Additional embankment was also required between approx STA 139+00 and 140+25 due to significant differences in topography than shown in plans. Topographic survey was not possible during design due to density of existing trees
19	EXCAVATION - SUBGRADE (EV)	\$10,725.61	\$ 159,419.44	Poor (silty) soils requiring correction were more prevalent through Flint Hills Resources parcels than anticipated, specifically STA 142+00 to 148+00 (estimated 1-2 feet in depth) and STA 153+80 to 161+00 (estimated 3 feet in depth). Direction to proceed provided by Dakota County staff on July 1.
20	SELECT GRANULAR EMBANKMENT (CV)	\$34,522.15	\$ 160,418.25	Additional material was required to be trucked in to remove the additional soils removed with line 19. Some suitable material was found on site for re-use as well
21	GEOTEXTILE TYPE 4	\$7,070.20	\$ (6,460.70)	
22	SUBGRADE PREPARATION	\$45,190.35	\$ (45,190.35)	
23	AGGREGATE SURFACING CLASS 1	\$5,739.20	\$ -	
24	COMMON LABORER	\$7,500.00	\$ -	
25	3.0 CU YD SHOVEL	\$15,000.00	\$ -	
26	STREET SWEEPER (WITH PICKUP BROOM)	\$7,500.00	\$ (3,750.00)	
27	AGGREGATE BASE, CLASS 5	\$165,381.72	\$ 379.96	
28	TEST ROLLING	\$900.00	\$ -	
29	CONCRETE PAVEMENT 7-INCH	\$14,547.83	\$ 192.37	
30	BITUMINOUS MATERIAL FOR TACK COAT	\$11.07	\$ -	
31	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	\$184,630.80	\$ (11,663.96)	
32	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$135,271.35	\$ (12,950.72)	
33	TYPE SP 9.5 NON-WEARING COURSE MIX (3,C)	\$114,605.44	\$ (9,667.02)	
34	TYPE 9.5 WEARING COURSE MIXTURE FOR DRIVEWAY	\$1,108.75	\$ -	
35	STRUCTURAL CONCRETE (3B52)	\$38,478.23	\$ -	
36	STRUCTURAL CONCRETE (1G52)	\$4,050.34	\$ -	
37	REINFORCEMENT BARS (EPOXY COATED)	\$6,804.00	\$ -	
38	STRUCTURE EXCAVATION	\$56,149.62	\$ -	
39	REINFORCED SOIL SLOPE	\$88,099.28	\$ (18,391.86)	
40	PREFABRICATED MODULAR BLOCK WALL	\$34,933.80	\$ (3,150.68)	
41	ANTI-GRAFFITI COATING	\$684.00	\$ -	
42	ARCH CONC TEXTURE (SANDBAG)	\$44,000.00	\$ -	
43	16X10 PRECAST CONCRETE BOX CULVERT END SECTION	\$49,013.54	\$ -	
44	16 X 10 PRECAST CONCRETE BOX CULVERT	\$247,183.92	\$ -	
45	ORNAMENTAL METAL RAILING	\$50,028.97	\$ (22,937.47)	
46	12-INCH CAS PIPE APRON	\$21,002.14	\$ (3,706.26)	
47	12-INCH RC PIPE APRON	\$2,375.42	\$ (2,375.42)	
48	24-INCH CAS PIPE APRON	\$1,019.80	\$ 1,019.80	
49	12-INCH CP CULVERT (SMOOTH)	\$52,068.72	\$ -	
50	12-INCH RCP CULVERT	\$4,394.84	\$ (4,394.84)	
51	6-INCH TRENCH DRAIN R-4996	\$11,140.64	\$ -	
52	4-INCH PERF PE PIPE DRAIN	\$3,484.80	\$ -	
53	CONNECT 4-INCH PERF PE TO STORM SEWER	\$6,310.24	\$ -	
54	12-INCH HDPE PIPE SEWER	\$47,122.56	\$ 9,760.64	
55	24-INCH HDPE PIPE SEWER	\$11,165.62	\$ (5,816.82)	
56	CASTING ASSEMBLY R-4353	\$7,179.27	\$ 1,025.61	
57	CASTING ASSEMBLY R-1733	\$1,849.74	\$ 924.87	
58	CONST DRAINAGE STRUCTURE DES 48-4020	\$56,114.64	\$ 6,183.00	One additional structure was installed on Cliff Rd due to design modifications to resolve a conflict with existing private utilities
59	CASTING ASSEMBLY 30-INCH NYLOPLAST DOME CASTING	\$495.06	\$ -	
60	CONST DRAINAGE STRUCTURE DES SPEC	\$17,543.16	\$ -	
61	RANDOM RIPRAP CLASS III	\$17,122.86	\$ 77.13	
62	6-INCH CONCRETE WALK (PED RAMPS)	\$22,598.88	\$ (5,808.42)	
63	6-INCH CONCRETE WALK	\$11,970.64	\$ (9,865.52)	
64	CONCRETE CURB & GUTTER DESIGN B412	\$3,494.54	\$ 160.30	
65	CONCRETE CURB & GUTTER DESIGN B618	\$8,298.95	\$ 2,693.90	
66	CONCRETE CURB & GUTTER DESIGN D412	\$4,610.40	\$ (461.04)	
67	4-INCH CONCRETE MEDIAN	\$4,155.60	\$ (768.79)	
68	TRUNCATED DOMES	\$17,183.49	\$ 6,069.79	
69	SLOPED MEDIAN NOSE	\$3,012.24	\$ 182.56	
70	SMALL KIOSK	\$4,167.90	\$ -	
71	MEDIUM KIOSK	\$3,179.37	\$ -	
72	REMOVE AND REINSTALL BIKE RACK	\$1,068.69	\$ 2,137.38	
73	LUMINAIRE (LED)	\$12,753.72	\$ -	
74	SERVICE CABINET	\$27,251.66	\$ -	
75	EQUIPMENT PAD	\$1,526.10	\$ -	

76 HANDHOLE	\$19,076.15	\$	-	
77 0.5-INCH RIGID METALLIC CONDUIT	\$2,005.60	\$	-	
78 1/2-INCH NON-METALLIC CONDUIT	\$610.40	\$	-	
79 2-INCH NON-METALLIC CONDUIT	\$7,019.60	\$	1,983.80	
80 UNDERGROUND WIRE 1/C 10 AWG	\$6,272.00	\$	-	
81 2-INCH NON-METALLIC CONDUIT (DIRECTIONAL BORE)	\$14,630.00	\$	(7,980.00)	
82 UNDERGROUND WIRE 1/C 2 AWG	\$2,219.65	\$	-	
83 0.75-INCH RIGID METALLIC CONDUIT	\$1,133.60	\$	-	
84 1.5-INCH RIGID METALLIC CONDUIT	\$327.05	\$	65.41	
85 0.75-INCH NON-METALLIC CONDUIT	\$1,499.00	\$	-	
86 1.5-INCH NON-METALLIC CONDUIT	\$4,196.50	\$	-	
87 UNDERGROUND WIRE 1/C 12 AWG	\$229.50	\$	-	
88 VIDEO CAMERA	\$3,052.18	\$	-	
89 GFI RECEPTACLE	\$517.79	\$	-	
90 WIRE FENCE DESIGN 48V-9322	\$32,685.85	\$	21,210.53	Chain link fence at RSS was substituted for the planned ornamental metal railing
91 TRAFFIC CONTROL	\$16,992.22	\$	-	
92 SIGN PANEL TYPE C	\$3,350.16	\$	4,771.44	
93 INSTALL SIGN	\$2,741.22	\$	-	
94 SIGN TYPE SPECIAL	\$25,215.84	\$	-	
95 TREE PROTECTION	\$2,039.30	\$	(2,039.30)	
96 STABILIZED CONSTRUCTION EXIT	\$3,750.00	\$	(3,750.00)	
97 STORM DRAIN INLET PROTECTION	\$900.00	\$	-	
98 SILT FENCE, TYPE MS	\$36,805.44	\$	(4,836.16)	
99 SEDIMENT CONTROL LOG TYPE COMPOST	\$961.19	\$	(72.87)	
100 SEEDING	\$11,638.00	\$	(179.86)	
101 ROLLED EROSION PREVENTION CATEGORY 20	\$13,233.52	\$	9,823.88	Erosion control blanket was used in more locations than originally planned to ensure stability of slopes before permanent vegetation is established
102 FERTILIZER TYPE 2	\$5,047.38	\$	(609.18)	
103 SEED MIXTURE 25-131	\$1,620.60	\$	-	
104 HYDRAULIC REINFORCED FIBER MATRIX	\$101,196.80	\$	(6,860.80)	
105 WATER	\$25,872.42	\$	(2,452.59)	
106 SCARIFY SUBGRADE 18-INCH	\$1,564.80	\$	(156.80)	
107 24-INCH SOLID LINE MULTI COMP	\$2,821.50	\$	-	
108 4-INCH BROKEN LINE MULTI COMP	\$2,108.16	\$	-	
109 PAVEMENT MESSAGE MULTI COMP	\$666.88	\$	333.44	
110 4-INCH SOLID LINE MULTI COMP	\$24,053.88	\$	-	
111 4-INCH DOUBLE SOLID LINE MULTI COMP	\$5,114.88	\$	-	
112 CROSSWALK MULTI COMP	\$6,680.00	\$	-	



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4103

Agenda #: 4.8

Meeting Date: 1/14/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With CityVerse For Real Estate Acquisition Tracking Software

PURPOSE/ACTION REQUESTED

Authorize the Physical Development Deputy Director to execute a Software-as-a-Service contract with CityVerse for the Real Estate Office to track and manage real estate acquisitions.

SUMMARY

As the number of Transportation projects and right of way acquisitions increases, the Real Estate Office has been looking at software and technology solutions to assist with the increased workload. This application would serve as the Real Estate Office database and be used to track all the acquisition projects, whether from Transportation, Parks, Greenways, Capital Projects, Land Conservation, or property dispositions.

Currently, the acquisitions are tracked via Excel spreadsheets, which create extra work for employees, allow for more human error, and make it difficult to ensure that all information is the most up to date. This application would also allow for document creation that would save time for Real Estate Specialists and the County Attorney's Office when they prepare to file a petition for condemnation.

CityVerse has been utilized by Hennepin County for almost five years with many customizations and enhancements made to tailor the program for government acquisitions. Hennepin County has agreed to allow CityVerse to copy their instance of the custom software buildout for Dakota County at no cost. This will allow the program to be implemented with minimal customization. The Real Estate Office has two employees with firsthand experience with this application and who understand how to use all of its features. Their experience and ability to train the rest of the team will help ensure the program can be utilized immediately.

CityVerse is a trusted software provider in the real estate acquisition sector and has a proven track record of customer service for its clients. Their demonstration of the program and the overall cost illustrated the value it will bring to the County.

RECOMMENDATION

Staff recommends that the Board authorize the Physical Development Deputy Director to execute a contract with CityVerse for real estate acquisition tracking software in an amount that will not exceed \$150,000 for a period of three years, commencing on the date of execution of the contract.

EXPLANATION OF FISCAL/FTE IMPACTS

There are sufficient funds in the Physical Development Division Budget Incentive Program that have been approved to cover the cost of the first year. Going forward, the cost will be built into the operating budget. The first-year cost includes an onboarding plan to assist with custom setup and training. The annual cost is based on a service plan and per-user license fee. Between the Real Estate Office, IT, and County Attorney’s Office, staff anticipates having 15 total user licenses. The annual cost is less than half of an FTE but will replace the work of two FTE with savings in staff time that will allow existing staff to take on more parcels each year.

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

RESOLUTION

WHEREAS, the County has identified a need for real estate acquisition tracking software; and

WHEREAS, CityVerse performed a demonstration and provided a quote for their software-as-a-service and was selected for their functionality and cost effectiveness; and

WHEREAS, staff recommends executing a contract with CityVerse to implement CityVerse software; and

WHEREAS, the projected total cost of the contract is \$150,000 for a period of three years, commencing on the date of execution of the contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Deputy Director to execute a contract with CityVerse for real estate acquisition software in an amount not to exceed \$150,000 for a period of three years commencing on the date of execution of the contract, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora
Author: Eddie Buell



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4072

Agenda #: 4.9

Meeting Date: 1/14/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Submit And Accept Grant Funds For 2025 Rebuilding American Infrastructure With Sustainability And Equity Federal Grant Program For County Projects 50-33 And 54-11

PURPOSE/ACTION REQUESTED

Authorize staff to resubmit applications for the interchange at Interstate 35 and County State Aid Highway (CSAH) 50/CSAH 5, County Project (CP) 50-33 in the City of Lakeville and the reconstruction of CSAH 54, CP 54-11 in Ravenna Township to the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant program.

SUMMARY

The Federal Infrastructure Investment and Jobs Act (IIJA) established the RAISE program, a competitive grant program to provide funding for surface transportation infrastructure projects that will improve safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, and innovation. Staff is proposing to resubmit CP 50-33 as a County-led application in the urban capital project category and CP 54-11 as a County-led application in the rural capital category to the RAISE grant program. For fiscal year 2025, the RAISE program has \$1,500,000,000 available for funding across the nation, with not more than half of that amount available to rural projects. All of the projects mentioned are included in the 2025-2029 Capital Improvement Program. Applications are due January 30, 2025.

Project descriptions and results from the 2024 RAISE applications for the County-led projects are as follows:

- CP 50-33 includes the reconstruction of the bridges and interchange at Interstate 35 and County State Aid Highway (CSAH) 50/CSAH 5 to replace the existing deficient interchange and coordinate with strategic capacity needs on I-35. The current interchange concept would increase the capacity of CSAH 50 between 172nd Street and the I-35 South ramps to meet current and future traffic projections. The proposed reconstructed bridge and interchange would include strategic capacity improvements to I-35. Staff is requesting to resubmit a funding application requesting \$25,000,000 to the RAISE grant program. Letters of support will be sought from the City of Lakeville, the Metropolitan Council, the Minnesota Department of Transportation, and the Dakota County congressional delegation. The 2024 RAISE funding application for CP 50-33 scored high in four of the eight merit criteria and medium in four. When six of the eight merit criteria achieve a highly rated score, the application is considered

in the next round of scoring prior to arriving on the Secretary of Transportation’s desk for consideration.

- CP 54-11 includes the reconstruction of CSAH 54, from the southern city limits of Hastings to CSAH 68, with a roundabout at the intersection of CSAH 54 and CSAH 68. Reconstruction activities will also include an off-road trail extending from the Dakota County line with Goodhue County to the southern city limits of Hastings along CSAH 54. This trail extension is intended to serve as the Mississippi River Greenway. To be competitive, Dakota County is seeking letters of support from the Prairie Island Indian Community, the City of Hastings, and the Dakota County congressional delegation. Staff is requesting to submit a funding application requesting \$25,000,000 to the RAISE grant program. The 2024 RAISE funding application for CP 54-11 scored high in five of the eight merit criteria and medium in three. When six of the eight merit criteria achieve a highly rated score, the application is considered in the next round of scoring prior to arriving on the Secretary of Transportation’s desk for consideration.

RECOMMENDATION

Staff recommends resubmittal of CP 50-33 and CP 54-11 to the U.S. Department of Transportation RAISE federal grant program.

EXPLANATION OF FISCAL/FTE IMPACTS

None. The project budgets will be adjusted as necessary if requested funds are awarded.

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

RESOLUTION

WHEREAS, the U.S. Department of Transportation is requesting project submittals for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program; and

WHEREAS, the RAISE federal grant program funds up to 80 percent of project costs in urban areas and up to 100 percent in rural areas; and

WHEREAS, funding for County Project (CP) 50-33, the Interstate 35 and County State Aid Highway (CSAH) 50 bridge and interchange project, will improve freight capacity and general mobility, accommodate future growth and support economic development opportunities, promote safety, and enhance multimodal connections; and

WHEREAS, funding for CP 54-11 will address safety and modern design improvements for CSAH 54 and integrate pedestrian facilities between Hastings and the Dakota County line; and

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

WHEREAS, project submittals are due on January 30, 2025; and

WHEREAS, the two projects proposed are consistent with the adopted Dakota County Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the resubmittal of County Project 50-33, the Interstate 35 and County State Aid Highway 50 bridge and interchange project, and County Project 54-11, reconstruction of County State Aid Highway 54 and integration of pedestrian facilities to the U.S. Department of Transportation for the Rebuilding American Infrastructure with Sustainability and Equity grant program and authorizes the Transportation Director to accept grant funds, if awarded, and execute grant agreements subject to approval as to form by the Dakota County Attorney's Office; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves requesting letters of support from cities within the project areas, the Minnesota Department of Transportation, the Metropolitan Council, the Prairie Island Indian Community, and the Dakota County congressional delegation.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map, CP 50-33

Attachment: Project Location Map, CP 54-11

BOARD GOALS

A Great Place to Live

A Successful Place for Business and Jobs

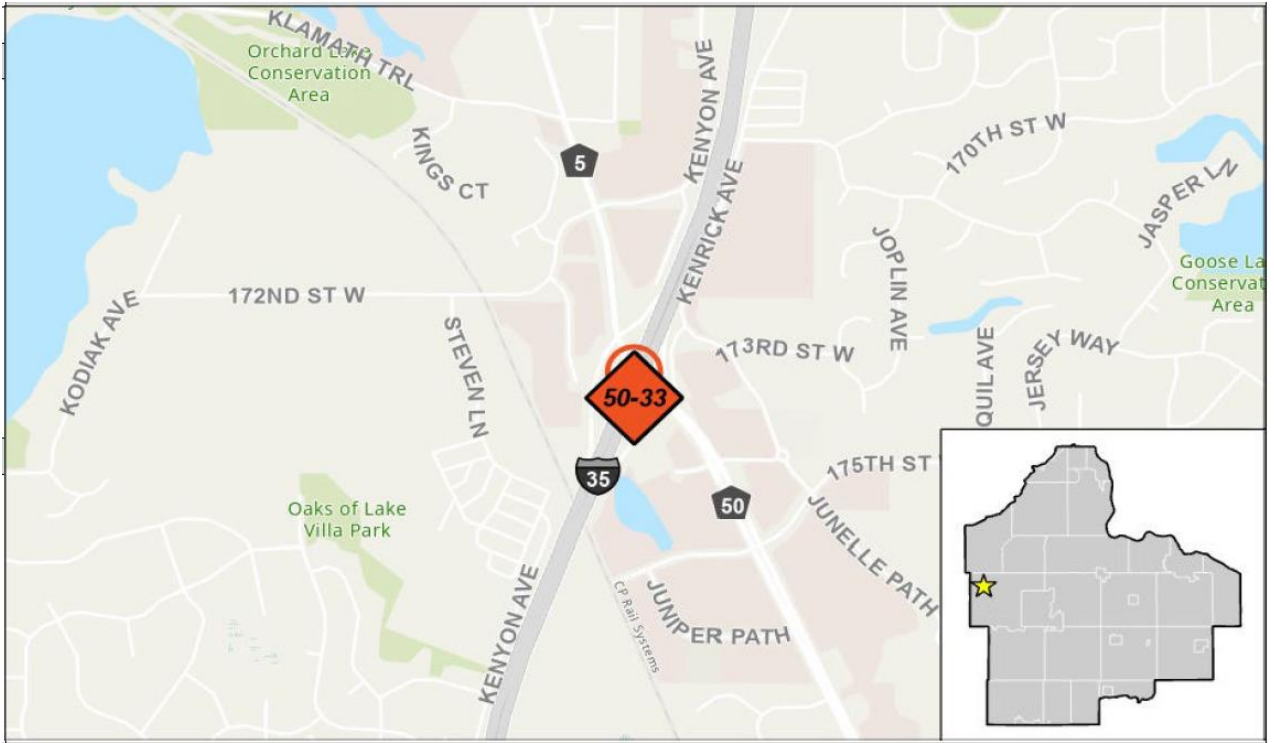
A Healthy Environment

Excellence in Public Service

CONTACT

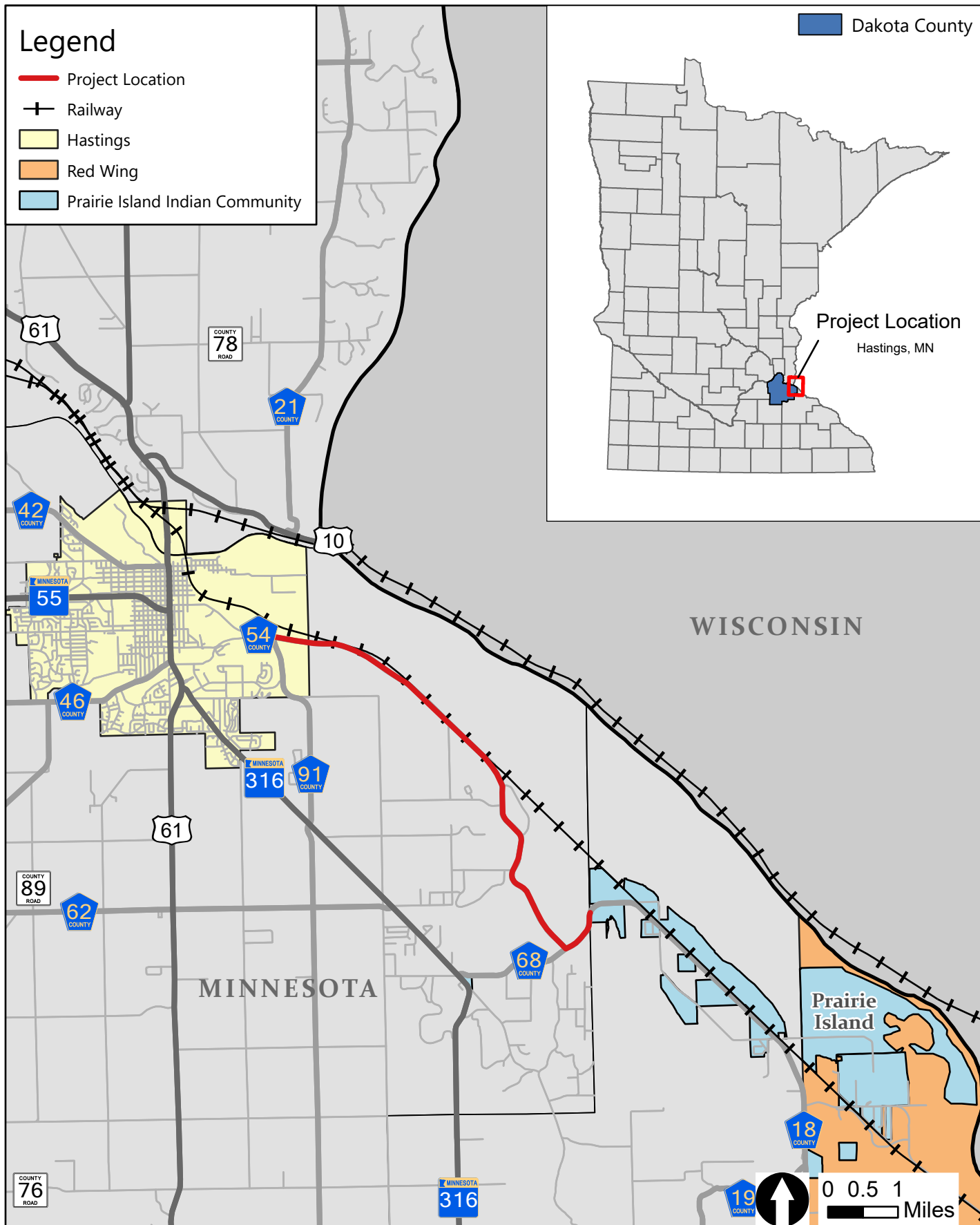
Department Head: Erin Laberee

Author: Doug Abere



County Project 50-33

CSAH 50 and I-35 Interchange Improvement in Lakeville



Project Location Map

County Road 54 Safety Improvements and Multimodal Connectivity Project



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4073

Agenda #: 4.10

Meeting Date: 1/14/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute First Contract Amendment With Kimley-Horn And Associates, Inc. And Execute Joint Powers Agreements With City Of Apple Valley For Improvements To County State Aid Highway 42 In Apple Valley, County Project 42-163

PURPOSE/ACTION REQUESTED

- Authorize the execution of a first contract amendment with Kimley-Horn and Associates, Inc. (Kimley-Horn) for preliminary and final design engineering.
- Authorize the Physical Development Director to execute joint powers agreements (JPAs) with the City of Apple Valley for County Project (CP) 42-163.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with the design of CP 42-163, the reconstruction of 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). County Board Resolution No. 23-209 (May 23, 2023) authorized the project's preliminary and final design contract with consultant Kimley-Horn for an amount not to exceed \$959,920.

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 including minimal pavement replacement. Preliminary engineering work completed under the Kimley-Horn contract in 2024 (Contract Number DCA20482) confirmed the need for full reconstruction at an estimated cost of approximately \$17,300,000. The completed preliminary design work has included the analysis of many engineering alternatives. Kimley-Horn has been responsive to questions and has provided estimates of scope changes to Dakota County's project manager before initiating additional work. Staff has worked with the consultant on engineering details and negotiated additional out-of-scope and expanded services by task totaling \$619,285, resulting in a total amended contract value of \$1,579,205. This total amended contract value for preliminary and final engineering design is within the expected range for engineering design services based on recent estimates for project construction.

The out-of-scope professional services not contained within the original scope were documented in detail by the consultant (Attachment: Kimley-Horn Amendment Letter). The additional work by task includes the following (with subtotals):

- Additional project management and design coordination services based on extending the schedule ten months, with need to coordinate technical details for a larger project (\$43,200).

- Additional public involvement efforts, including one additional public open house meeting, resulting in four public meetings now planned instead of three (\$19,530).
- Additional traffic studies to understand alternatives and confirm recommendations at the Garden View Drive intersection and other locations, plus new studies needed and planned to address traffic operations through complex stages of construction (\$37,740).
- Expanded project limits and surveying in preliminary design to account for intersection design details extending from the east end of the project and at the planned pedestrian underpass in Redwood Park (\$6,075).
- Additional work on concept alternatives and preliminary design plans, including several concepts and visualizations at Garden View Drive in Redwood Park, and to analyze detailed alternatives for continuous concrete structures (barrier and wall alternatives) along the frontage road segments, including aesthetic treatments (\$266,620).
- Special additional design work to review stormwater management concepts and alternatives within Redwood Park in consultation with the City Park team and to coordinate with the City's Redwood Park reconstruction plan (\$6,140).
- Several additional efforts for final roadway and geometric design plans, including scope for full reconstruction vs. pavement replacement, profile modifications, Redwood Park grade and wall details, and expansion of project limits and underground details (\$239,980).

County staff has also worked with the City of Apple Valley to estimate project cost shares in accordance with adopted Dakota County Transportation cost participation policies. The applicable policies will include 85 percent County and 15 percent City participation for engineering, right of way, and roadway construction costs (Policies F.1 and F.3), costs per intersection leg for traffic signal replacements (Policy F.4), and costs for City aesthetic preferences based on applicable procedures and related estimates (Policy F.2). Because of the project's scale and complexity; staff recommends executing two JPAs in sequence: first for preliminary and final engineering costs, and second for right of way and construction costs.

RECOMMENDATION

Staff recommends authorizing the first contract amendment with Kimley-Horn which would increase the total from \$959,920 to \$1,579,205 (an increase of \$619,285) to include added scope and services in the preliminary and final design engineering for Contract Number DCA20482 for CP 42-163, the reconstruction of CSAH 42 along a one-mile segment in the City of Apple Valley from Redwood Drive to 147th Street. Additionally, staff recommends authorizing the Physical Development Director to execute JPAs with the City of Apple Valley for CP 42-163.

EXPLANATION OF FISCAL/FTE IMPACTS

The cost share for CP 42-163 consulting services is 85 percent County and 15 percent City of Apple Valley and will be applied to the amended contract total of \$1,579,205. Sufficient funds are available to continue the preliminary and final engineering work.

- 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 cost of the additional out-of-scope and expanded work tasks and professional services to be performed by Kimley-Horn is \$619,285, resulting in a new contract amount not to exceed \$1,579,205; and

WHEREAS, the County Engineer recommends executing the first contract amendment with Kimley-Horn for Contract Number DCA20482 for preliminary and final engineering of CP 42-163; and

WHEREAS, staff recommends authorization to execute two joint powers agreements with the City of Apple Valley, first to define cost-share responsibilities for the preliminary and final engineering design contract costs and second to define cost-share responsibilities for right of way and construction costs for CP 42-163.

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 \$959,920 for Contract Number DCA20482 with Kimley-Horn and Associates, Inc., for County Project 42-163 to a total contract amount not to exceed \$1,579,205, including reimbursables; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute two joint powers agreements with the City of Apple Valley for County Project 42-163, first to define cost-share responsibilities for the preliminary and final engineering design contract costs and second to define cost-share responsibilities for right of way and construction costs.

PREVIOUS BOARD ACTION

23-209; 5/23/23

ATTACHMENTS

Attachment: Project Location Map

Attachment: Kimley-Horn Amendment Letter

BOARD GOALS

A Great Place to Live

A Healthy Environment

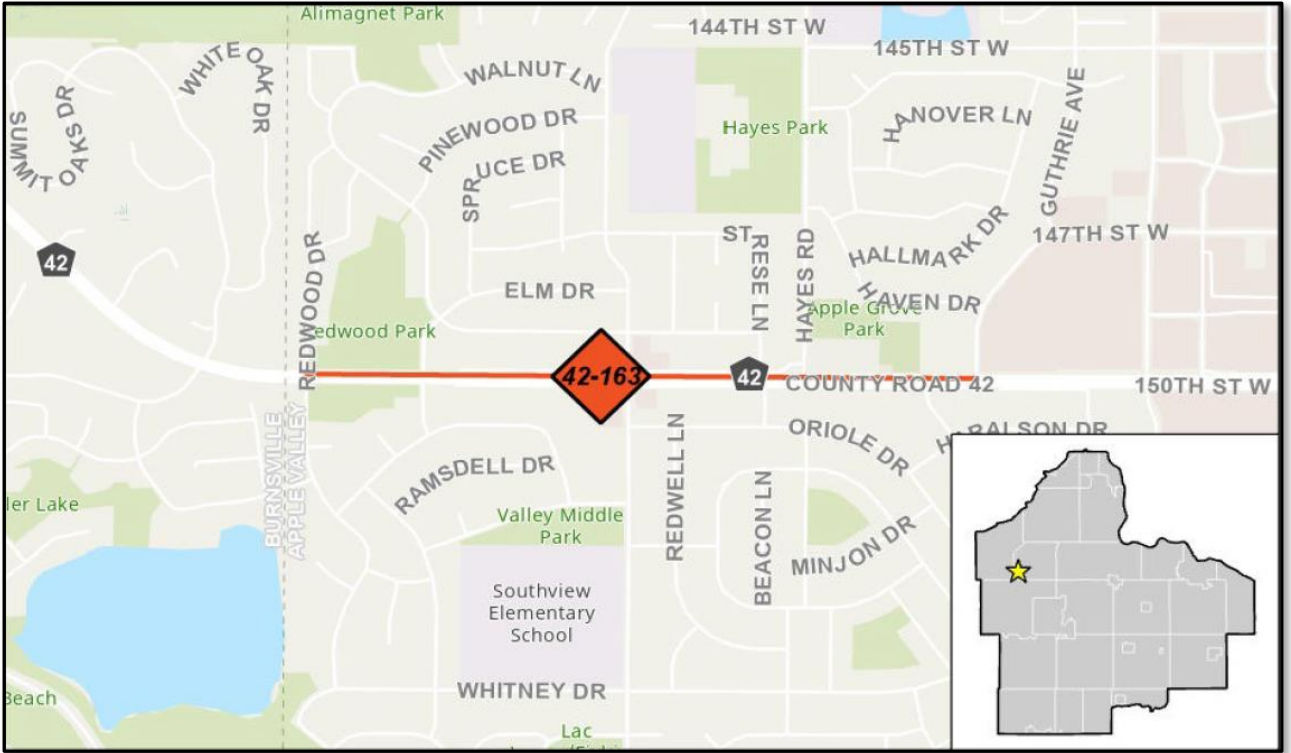
A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Doug Abere



County Project 42-163

CSAH 42 from Redwood Drive to 147th
Street in Apple Valley



December 9, 2024

Doug Abere
Senior Project Manager
Dakota County Transportation

Re: Amendment No. 1 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 completed and anticipated additional services requested by Dakota County in delivery of the Preliminary and Final Design of CP 42-163 (CSAH 42) project. Amendment No. 1 is necessary to account for the additional effort required as a result of the increase in preliminary design alternatives evaluated by the project team, the change in scope of construction improvements, and the extension of project design schedule. The preliminary design process has identified an updated project scope with an engineer's opinion of probable cost of \$17.3 million compared to the \$8.2 million estimate in the April-2022 grant application. Additional preliminary design alternatives and analysis were completed with communications run through you in the past year on estimated impacts to the project budget before initiating out-of-scope work. A detailed summary of the additional services is provided below.

AMENDMENT NO. 1 – SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

As a result of the additional preliminary design alternatives and analysis described in Task 6, the project design schedule has been elongated by 10 months from the original project schedule assumptions. The following additional effort has been or is anticipated to be required under this task:

- Additional 10 months of general project management including monthly scheduling, invoicing, and general/weekly project management meetings and coordination.
- Up to ten (10) additional PMT meetings.
- Additional quality control and quality assurance effort in correlation to the expanded project scope of improvements.
- Coordination of the design and permitting for the City of Apple Valley's Redwood Park project

TASK 2 PUBLIC INVOLVEMENT

The following additional public involvement effort is anticipated to coordinate and communicate the preliminary design alternatives analysis and selection of a preferred layout.

- One (1) additional open house (for a total of 4), including exhibits and materials required to facilitate the event.
- Preparation for and attendance for up to three (3) City Council work sessions

TASK 3 TRAFFIC ANALYSIS

The development of additional design alternatives and anticipated construction phasing coordination will require the following additional efforts as part of Task 3:

- Additional project build scenarios to support the additional design alternatives at the Garden View intersection and evaluation of potential access restrictions at Kent Ln and 147th Street.
- Construction Phase Traffic Modeling to inform the review and selection of construction phasing

and detour plans which includes:

- Streetlight Analysis – Streetlight Analysis to assist in forecasting traffic volumes during construction. High-level traffic forecasts for up to two (2) construction phasing scenarios.
- Construction Phasing Testing – Analysis of traffic operations during construction using Synrho/Simtraffic. Modeling up to five (5) construction phasing alternatives within the study area on CSAH 42 between Redwood Drive and 147th Street.
- Technical Memorandum - Results from the modeling and streetlight analysis will be summarized within a technical memorandum including a recommendation of an approach to construction phasing and detour(s).

TASK 5 SURVEY, WETLANDS, CULTURAL RES., AND DRAINAGE ASSESS

The preferred geometric design for the proposed $\frac{3}{4}$ access at 147th Street, intersection configuration of Garden View Drive and pedestrian underpass at Redwood Park required the expansion of the project limits from what was included in the RFP. Additional topographic survey was needed to support the completion of the preliminary and final design for the proposed improvements. Task 5 represents the additional topographic survey effort with the extension of the project limits outside of the original project area.

TASK 6 CONCEPT ALTERNATIVES AND PRELIMINARY DESIGN

The development of concept alternatives and preliminary design has required significant additional effort to develop alternatives, provide evaluation criteria and data, and identify a recommended alternative for the following design elements:

- Garden View Drive Intersection
 - Additional (>10) detailed intersection layouts, including pedestrian/ADA design details
 - Construction cost estimates
 - Evaluation of R/W impacts
- Redwood Park Pond Retaining Wall
 - Structural analysis of existing wall with technical memorandum
 - Development of improvement alternatives
 - Construction cost estimates
 - Visualization of preferred alternative
- Continuous Concrete Barrier/Retaining Wall (Median Treatments)
 - Structural analysis of concrete barrier and retaining wall alternatives
 - Three (3) additional full project geometric layouts to evaluate impacts and R/W needs
 - Construction Cost estimates
 - Evaluation matrices
 - Numerous (>10) visualizations for PMT and City Council work sessions
 - Development of aesthetic alternatives for standard barrier

TASK 9 PRELIM STORMWATER MANAGEMENT

Additional effort was required within the preliminary stormwater management evaluation to evaluate additional design alternatives within Redwood Park to evaluate potential to utilize additional space within Redwood Park to provide additional treatment within City park open/natural space.

TASK 10 FINAL ROADWAY AND GEOMETRIC DESIGN PLANS

The conceptual and preliminary design process has identified the following expansion of the project scope from the assumption provided in the RFP. The increased scope of improvements will require additional effort to prepare the construction plans and specifications for the project.

- Full reconstruction of CSAH 42 (in lieu of Mill and Overlay)
- Profile modifications to accommodate pedestrian underpass
- Redwood Park Pond Retaining Wall modifications
- Expansion of project limits east of 147th Street to accommodate ¾ access
- Expansion of project limits at Garden View Drive to accommodate preferred geometrics

AMENDMENT NO. 1 – SUMMARY OF FEES AND EXPENSES

The table below summarizes the estimated fees and expenses for the Additional Services set forth above as Amendment No. 1. A detailed hourly breakdown is attached to this memorandum.

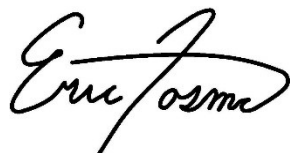
TASK	FEES	EXPENSES	TOTAL
Task 1 Project Management	\$ 42,800	\$ 400	\$ 43,200
Task 2 Public Involvement	\$ 17,580	\$ 1,950	\$ 19,530
Task 3 Traffic Analysis	\$ 37,340	\$ 400	\$ 37,740
Task 5 Survey, Wetlands, Cultural Res. and Drainage	\$ 6,075	\$ 0	\$ 6,075
Task 6 Concept Alts and Prelim Design	\$ 264,020	\$ 2,600	\$ 266,620
Task 9 Prelim Stormwater Management	\$ 6,040	\$ 100	\$ 6,140
Task 10 Final Roadway and Geometric Design Plans	\$ 237,580	\$ 2,400	\$ 239,980
Totals	\$ 611,435	\$ 7,850	\$ 619,285

The original Contract Amount of DCA20482 was \$959,920 as approved by the County Board (Resolution 23-209). Amendment No. 1 totals \$619,285 for a total revised Contract Amount of \$1,579,205.

Please reach out to me with any questions that you may have on the provided information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Eric Fosmo, PE
Vice President/Project Manager

Attachments: Amendment No. 1 Detailed Fee Estimate

CP 42-163, AMENDMENT NO. 1 DETAILED FEE ESTIMATE 12/3/2024		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	16	16	16			4			52		\$9,280
1.2	Project Management Team (PMT) Meetings (Up to 10) Bi-weekly PM Check in Calls (up to 10) (\$1,250 per PMT meeting, \$400 per PM Check-in call)	30	30		34					94		\$16,420
1.3	MnDOT Coordination, One (1) Federal Aid Kickoff Meeting									0		\$0
1.4A	Redwood Park Design/Permit Coordination	8	32		8	8				56		\$9,640
1.5	Schedule and Invoicing	10					10			20		\$3,200
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	10	10		2					22		\$4,260
1.8	Project Website and Graphics											Effort included in Task 2
	Subtotal	74	88	16	44	8	14	0	0	244	\$ 400	\$42,800
TASK 2 PUBLIC INVOLVEMENT												
2.1	Public Engagement Plan and Management									0		\$0
2.2	Open Houses (Additional 4th Open House)	2	4	12		12	4			34	1750	\$5,040
2.3	Facilitate Web-Based Tracking Tool for all Property Owner Feedback									0		\$0
2.4	Stakeholder Coordination Meetings (up to 18 meetings) (\$750 per Stakeholder Meeting)									0		\$0
2.5	Exhibits (Open House #4)	1	4		8	20	2			35		\$4,880
2.6A	City Council Workshop Presentations (Up to 3)	12	12		8	12	2			46		\$7,660
	Subtotal	15	20	12	16	44	8	0	0	115	\$ 1,950	\$17,580
TASK 3 TRAFFIC ANALYSIS												
3.1	Review of Previous Traffic Counts, Crash Data, and Field Observations									0		\$0
3.2	Traffic Counts											\$0
3.3	Traffic Forecasting											\$0
3.4	Baseline and Future No-Build Traffic Modeling									0		\$0
3.5	Future Traffic Modeling for Project Build Scenarios	2	8	32	80					122		\$17,240
3.6	Traffic Report and Simulations/Videos									0		\$0
3.7A	Construction Phasing - Traffic Modeling and Memo	4	12	36	80	8				140		\$20,100
	Subtotal	6	20	68	160	8	0	0	0	262	\$ 400	\$37,340
TASK 4 PEDESTRIAN AND BICYCLIST TRAIL AND CROSSING ANALYSIS: TRANSIT STOPS												
4.1	Review Pedestrian and Bicycle Safety and Crossing Needs									0		\$0
4.2	Pedestrian and Bicycle Design Recommendations											Effort included in Task 6.1-6.3
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TASK 5 FIELD SURVEY, WETLANDS, CULTURAL RESOURCES, AND DRAINAGE ASSESSMENT												
5.1	Base Mapping and Topographic Survey		2			5		42		49		\$6,075
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	0	5	0	42	0	49	\$ -	\$6,075
TASK 6 CONCEPT ALTERNATIVES AND PRELIMINARY DESIGN												
6.1	Preliminary Design Alternatives	32	120	160	180	200				692		\$103,840
6.2	Preliminary Design Memorandum									0		\$0
6.3	Geometric Layout	12	36	48	120	120				336		\$48,360
6.4	Preliminary Urban Corridor Design Concepts	8	60		180	220				468		\$65,660
6.5	Public Utility Relocation Identification											Effort included in Task 8.1
6.6	Structure and Retaining Wall Design Alternatives	8	24	24	60	100				216		\$31,100
6.7	Right-of-Way Identification											Effort included in Task 13.1
6.8	Preliminary Engineer's Estimate	6	12	24	48	12				102		\$15,060
	Subtotal	66	252	256	588	652	0	0	0	1814	\$ 2,600	\$264,020
TASK 7 GEOTECHNICAL AND PAVEMENT EVALUATION (WITH PHASE I & PHASE II ESA)												
7.1	Geotechnical Field Investigation									0		\$0
7.2	Phase I Environmental Site Assessment									0		\$0
7.3	Phase II Environmental Site Assessment											Effort to be included in amendment as needed.
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TASK 8 PUBLIC AND PRIVATE UTILITY IDENTIFICATION AND COORDINATION												
8.1	Public Utilities									0		\$0
8.2	Private Utilities (up to 3 coordination meetings)									0		\$0
8.3	Utility Relocation Planning and Coordination									0		\$0
8.4	Utility Coordination through Final Design											Effort included in Task 10
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TASK 9 PRELIMINARY STORMWATER MANAGEMENT AND HYDRAULICS EVALUATION												
9.1	Drainage Design and Hydraulics Analysis									0		\$0
9.2	Stormwater Best Management Practices (BMPs)	2	8		32					42		\$6,040
9.3	Stormwater System Design Scoping and Coordination with Other Tasks											Effort included in Task 6
	Subtotal	2	8	0	32	0	0	0	0	42	\$ 100	\$6,040
TASK 10 FINAL ROADWAY AND GEOMETRIC DESIGN PLAN: STAGING, LIGHTING, AND AESTHETICS												
10.1	30%, 60%, and 95% Plans and Engineer's Estimate	42	166	312	414	400	0			1334		\$195,300
10.2	Final Plans											Effort included in Task 10.1
10.3	Final Engineer's Estimate	2	6	12	16	8				44		\$6,540
10.4	Staging and Detour Plan	8	32	40	50	72				202		\$29,940
10.5	Preferred Aesthetic Plans									0		\$0
10.6	Lighting Plans									0		\$0
10.7	Special Provisions	2	16	16						34		\$5,800
10.8	Bidding Assistance									0		\$0
	Subtotal	54	220	380	480	480	0	0	0	1614	\$ 2,400	\$237,580
TASK 11 SIGNAL DESIGN												
11.1	Signal Systems									0		\$0
11.2	Fiber Interconnect									0		\$0
11.3	Traffic Control and Construction Phasing											Effort included in Task 10.4
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TASK 12 FINAL STORMWATER MANAGEMENT AND HYDRAULICS DESIGN: PERMIT REQUIREMENTS												
12.1	Final Storm Sewer and Hydraulics Plans									0		\$0
12.2	Final Hydraulic Report									0		\$0
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TASK 13 RIGHT-OF-WAY (R/W) MAPPING												
13.1	R/W Identification									0		\$0
13.2	R/W Mapping									0		\$0
13.3	Parcel Sketches									0		\$0
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
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									0		\$0
14.3	Environmental Permits and Approvals									0		\$0
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TASK 15 CONSTRUCTION ADMINISTRATION (FIXED BUDGET AS AUTHORIZED)												
15.1	Construction Administration (Fixed Budget as Authorized)									0		\$0
	Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$0
TOTAL ESTIMATED PROJECT COST (FEES AND EXPENSES)												\$619,285
TOTAL PROJECT HOURS		217	610	732	1320	1197	22	42	0	4140		



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4074

Agenda #: 4.11

Meeting Date: 1/14/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Amendment To Contract With HDR Engineering, Inc., For County Road 86 Railroad Bridge Replacement In Castle Rock Township, County Project 86-34

PURPOSE/ACTION REQUESTED

Authorize execution of an amendment to the contract with HDR Engineering, Inc. (HDR) for reviewing the submittals for changes to the railroad bridge replacement over County State Aid Highway (CSAH) 86.

SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County is replacing the original timber railroad bridge over CSAH 86 as part of the roadway reconstruction project (County Project 86-34).

Any changes requested to the bridge plans or material must go first to the Bridge Engineer who designed the bridges (shoofly and replacement), which is HDR. This review process was not included in HDR's original design contract. Some changes are due to unexpected soil conditions, cold weather conditions, and general review submittals required under the construction contract. Other submittals needing review are structural components and concrete mix designs. Some items can be rejected by the railroad and then it must be revised and go through the process again, sometimes several times until it is approved.

The current contract amount is \$140,000, and the anticipated bridge completion date is currently spring 2025. There continue to be changes to the bridge and questions regarding the plans that only HDR can address. With two more months of construction and inevitable changes, the costs will exceed this amount. Review costs are averaging almost \$9,000 a month.

RECOMMENDATION

Staff recommends authorizing the execution of an amendment to the contract with HDR Engineering, Inc., in the amount of \$150,000 funded by the Sales & Use Tax.

EXPLANATION OF FISCAL/FTE IMPACTS

The entire project, both roadway and bridge, is funded through Transportation Sales & Use Tax. Sufficient project funds are available.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is replacing the original timber railroad bridge over County State Aid Highway 86; and

WHEREAS, the design of the bridge plans was done by HDR Engineering, Inc.; and

WHEREAS, a contract was executed with HDR Engineering, Inc., for the review of materials and plan changes; and

WHEREAS, the current contract amount is \$140,000; and

WHEREAS, the bridge completion date is February 28, 2025; and

WHEREAS, staff recommends authorizing the execution of an amendment to the contract with HDR Engineering, Inc., in the amount of \$150,000 funded by Sales & Use Tax.

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute an amendment to the contract with HDR Engineering, Inc., in the amount of \$150,000 for additional review and approval of materials and changes to the bridge plans for County Project 86-34, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

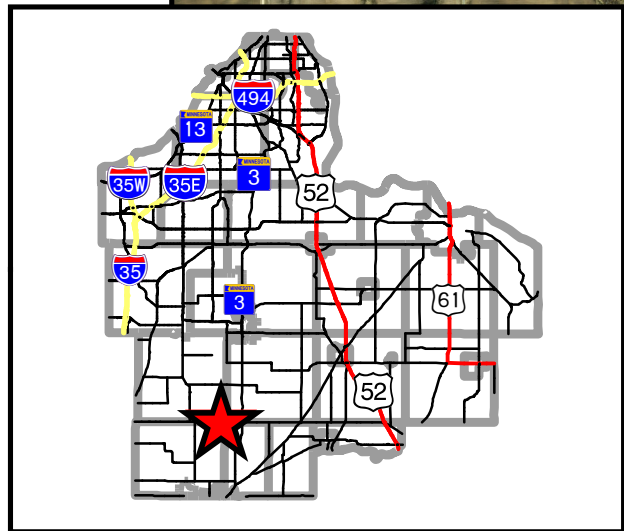
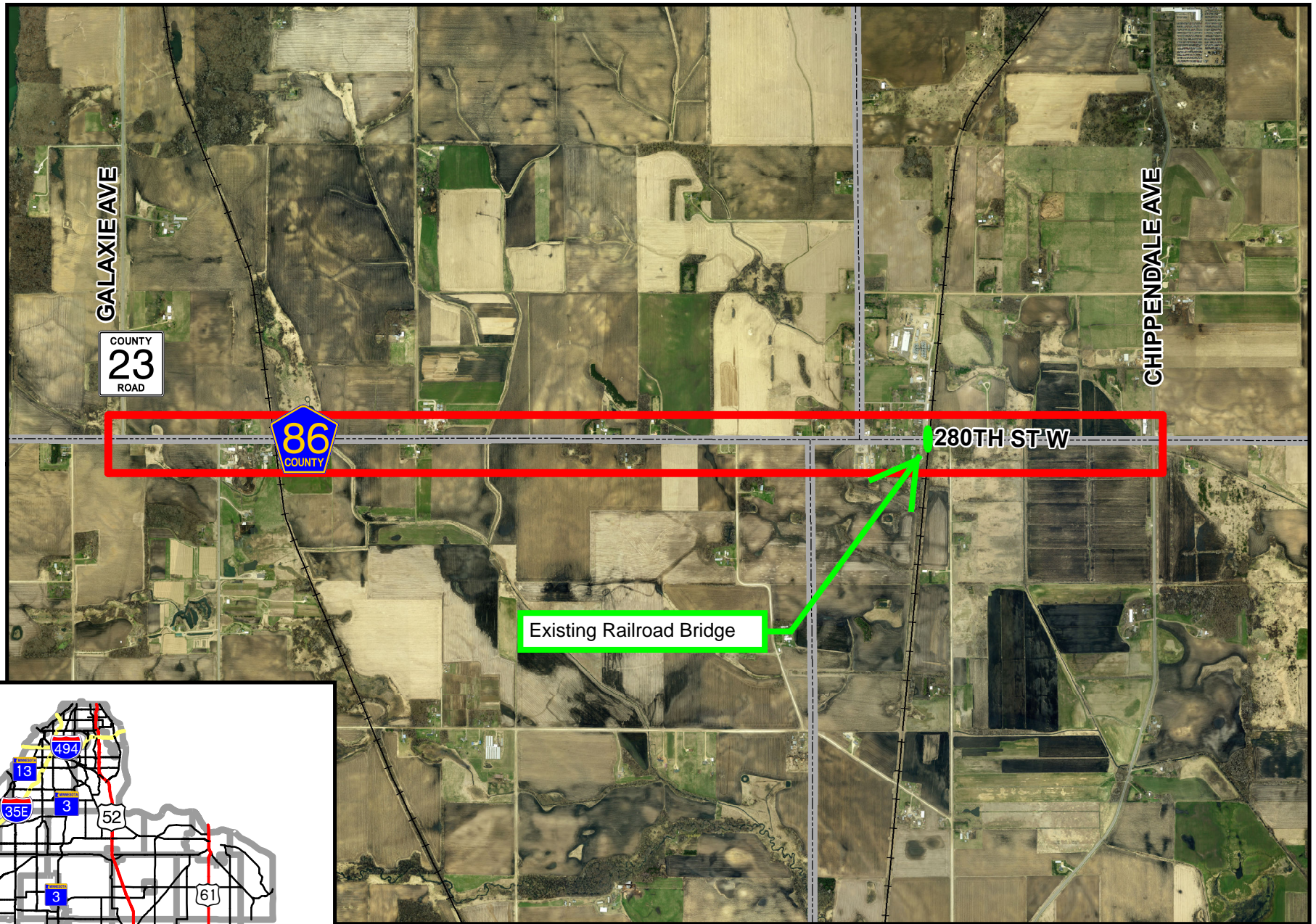
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee
Author: Jeannine Briol

Prepared by the Dakota County Transportation Department



County Project 86-34



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4089

Agenda #: 4.12

Meeting Date: 1/14/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Purchase Agreement For Advanced Acquisition Of Property For Transportation, County Project 63-33

PURPOSE/ACTION REQUESTED

- Authorize executing a purchase agreement with Russell & Angela Radabaugh to acquire 1211 Delaware Ave, a future parcel on the CP 63-33 project corridor.
- Approve purchase price of \$325,000 with an additional \$5,000 for transaction costs for the 0.49-acre property with an existing single-family home.

SUMMARY

To promote a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 63-33, the Delaware Avenue Reconstruction. CP 63-33 is the preliminary and final design, right of way acquisition, and reconstruction of County State Aid Highway (CSAH) 63 (Delaware Avenue) from Marie Avenue to Trunk Highway (TH) 149 (Dodd Road) on the border of Mendota Heights and West St. Paul. The Delaware Avenue reconstruction will include roadway modernization, intersection and safety improvements, drainage improvements, and will add separated pedestrian and bicycle infrastructure to the corridor. Due to the adjacent project areas, the Butler Ave Safe Routes to School Improvements project (CP 4-18) will be designed and constructed in coordination with CP 63-33. Preliminary and final design, public engagement, and right of way acquisition is scheduled for the remainder of 2024 into mid-2026, with construction in 2027.

The project area has constrained existing right of way, and a wide variety of improved properties exist adjacent to the project area. Regular coordination, meetings, and negotiations with over 100 individual property owners will be required to secure permanent and temporary easements necessary for construction. The County is the lead agency for right of way acquisition.

By Resolution No. 24-351 (July 9, 2024), the County Board authorized the execution of a contract with Kimley Horn, Inc. for professional design services for CP 63-33 and CP 4-18. During the preliminary engineering process, it was determined that acquisition of the property owned by Russell and Angela Radabaugh located at 1211 Delaware Avenue might be necessary to complete the project. County staff discovered that this property was listed for sale at \$325,000 in the open real estate market (Attachment: 1211 Delaware Ave Real Estate Listing). In the event a full acquisition is necessary, if the property is sold to a new buyer, the new property owners are entitled to relocation assistance from the County. This would include moving and relocation expenses in addition to the cost for property acquisition. Due to these factors, County staff proceeded to determine if an early

acquisition of this parcel would be advantageous.

In order to further accelerate the understanding of whether a full or partial acquisition was required at the 1211 Delaware Avenue parcel, County staff collaborated with the design consultant to conduct an early engineering analysis of construction impacts and make the necessary determinations of right of way acquisition needs. Considerations of current property configurations, right of way proximity, construction limits and potential site damages in the after condition were taken into consideration.

After preliminary engineering analysis of impacts based on potential future roadway configurations, initial findings determined that construction would directly impact the property structure at the improved parcel and significantly inhibit the ability for the existing driveway on the parcel to be usable (Attachment: 1211 Delaware Property Impact Exhibit). Additionally, it was determined that even without a total-take situation, the potential compensation for damages from construction-related interference and severance for removal of an operational driveway at this parcel indicated that an early acquisition of the parcel would be advantageous from a fiscal perspective. Therefore, it was determined that the acquisition of the property owned by Russell and Angela Radabaugh located at 1211 Delaware Ave, is necessary to move forward with CP 63-33.

In order to avoid additional project costs with the property being sold to a potential buyer, staff is recommending an early acquisition of the property owned by Russell and Angela Radabaugh located at 1211 Delaware Avenue for \$325,000, including an additional \$5,000 to cover transaction costs. Construction for CP 63-33 is currently programmed for 2027.

RECOMMENDATION

Staff recommends approval of the advanced acquisition of 1211 Delaware for the purchase price of \$325,000, with an additional \$5,000 to cover transaction costs to preserve necessary right of way for CP 63-33.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2024-2029 Transportation Capital Improvement Program Budget (CIP) Budget includes \$2,620,000 for consulting services and right of way acquisition for CP 63-33 and CP 4-18. Sufficient funds are available for right of way acquisition costs for this parcel for CP 63-33 and will be far less than the cost of relocation benefits that would likely be due to a new owner of the property.

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

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system, Dakota County is proceeding with County Project 63-33, Delaware Avenue Reconstruction in the Cities of Mendota Heights, and West St. Paul; and

WHEREAS, County Board authorized the execution of a contract with Kimley Horn, Inc. for professional design services for CP 63-33 and CP 4-18; and

WHEREAS, during the preliminary engineering process, it was determined that acquisition of the property owned by Russell and Angela Radabaugh located at 1211 Delaware Avenue might be

necessary to complete the project; and

WHEREAS, County staff discovered that this property was listed for sale at \$325,000 in the open real estate market; and

WHEREAS, County staff collaborated with the design consultant to conduct an early engineering analysis of construction impacts and make the necessary determinations of early right of way acquisition needs; and

WHEREAS, preliminary engineering analysis indicated that construction would directly impact the property structure at the improved parcel, and thus an early acquisition of the parcel would be advantageous from a fiscal perspective; and

WHEREAS, it was determined that the early acquisition of the property owned by Russell and Angela Radabaugh located at 1211 Delaware Ave, for \$325,000, including an additional \$5,000 in transaction costs, is necessary to move forward with CP 63-33; and

WHEREAS, the 2024-2028 Transportation Capital Improvement Program Adopted Budget includes sufficient funding for right of way acquisition costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners approve the advanced acquisition of 1211 Delaware Ave and authorizes the execution of a purchase agreement with Russell and Angela Radabaugh for a purchase price of \$325,000 with an additional \$5,000 to cover the transaction costs and authorizes payment from the 2024 Transportation Capital Improvement Program Adopted Budget.

PREVIOUS BOARD ACTION

24-351; 7/9/24

ATTACHMENTS

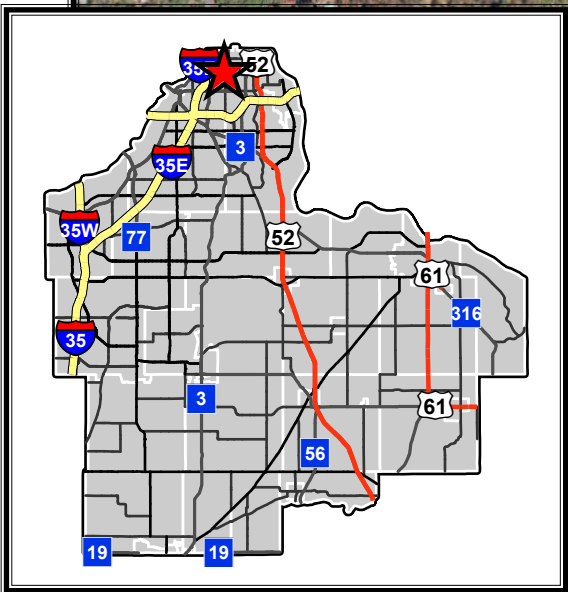
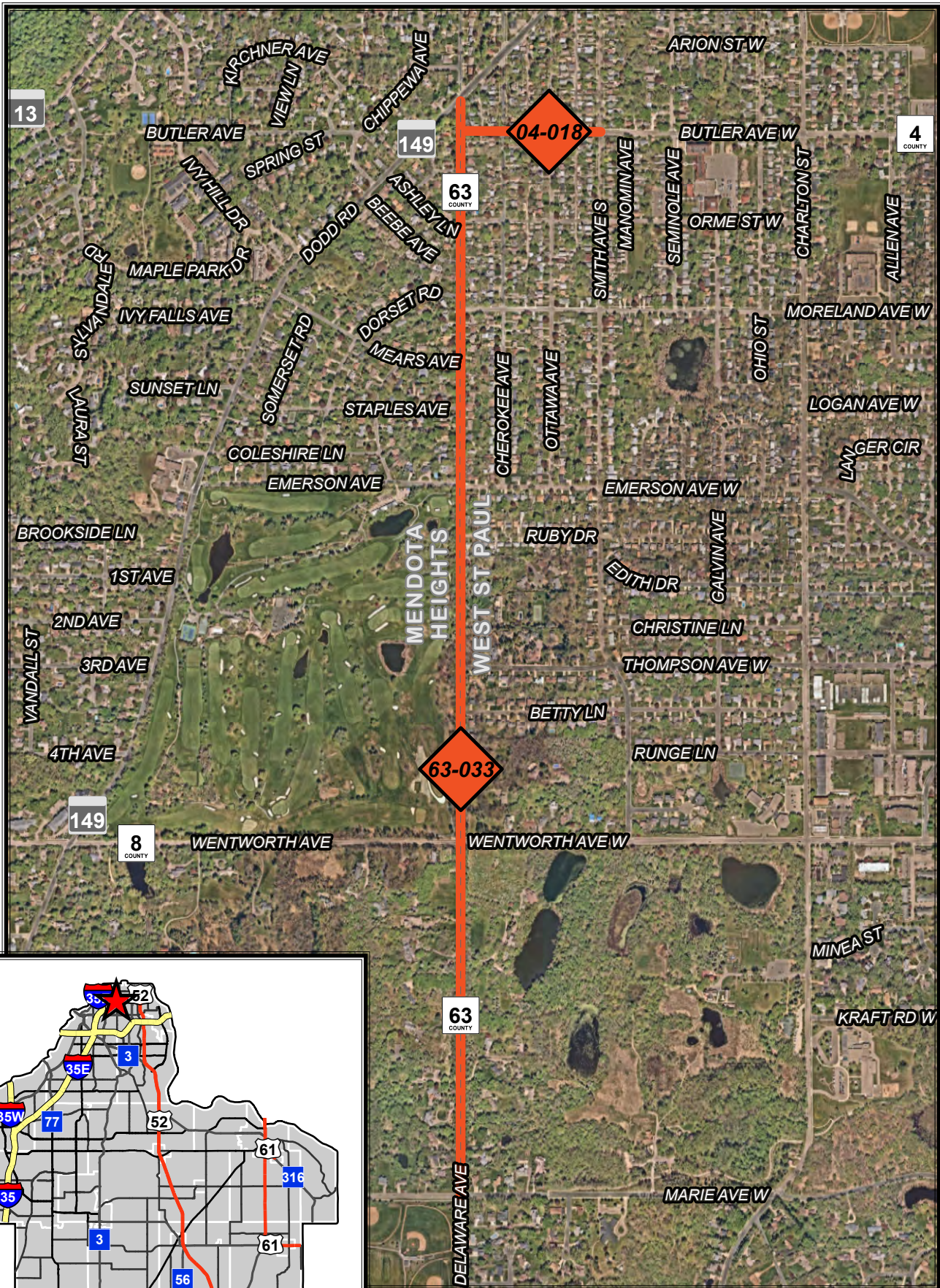
Attachment: Project Location Map
Attachment: Property Impact Exhibit
Attachment: MLS Listing

BOARD GOALS

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

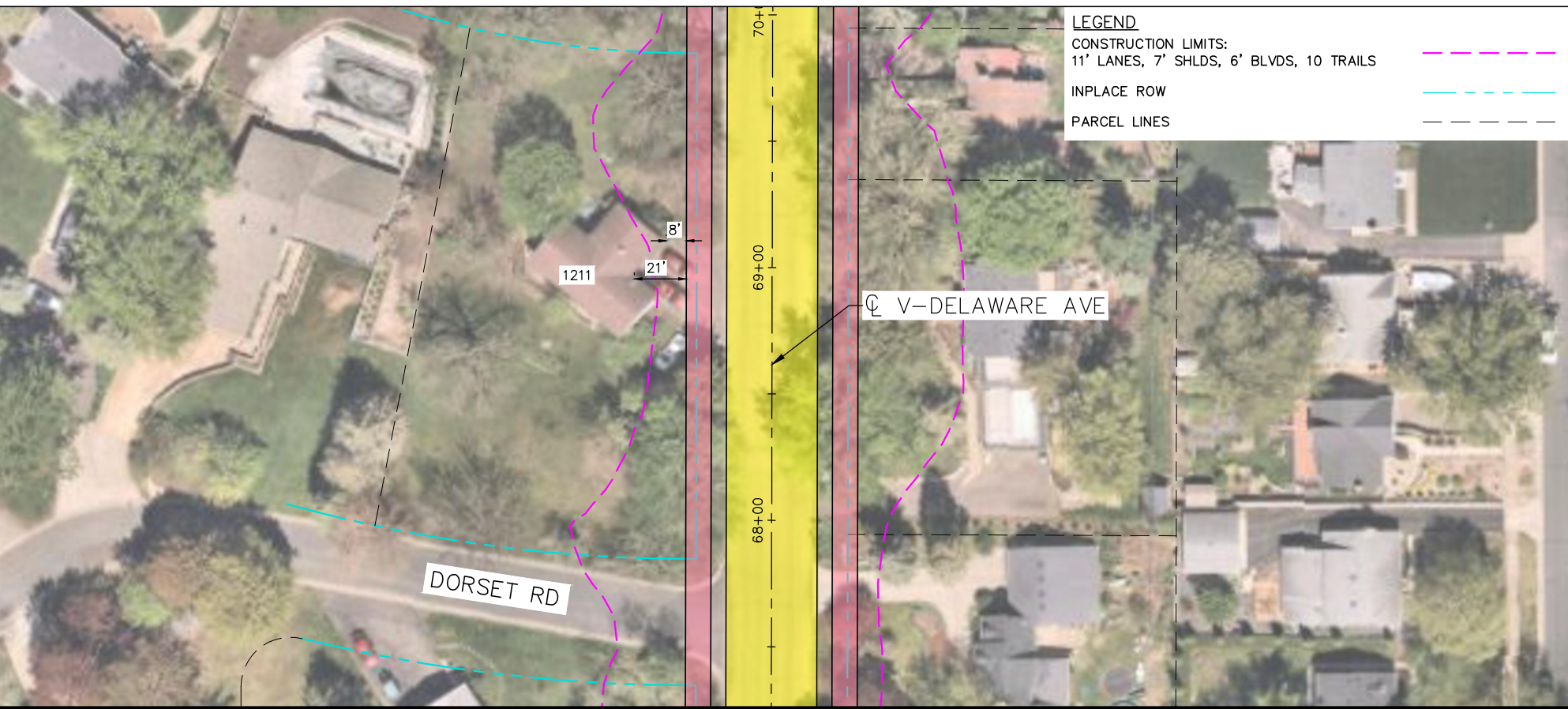
CONTACT

Department Head: Erin Stwora
Author: Eddie Buell



County Projects 63-033 & 04-018

K:\TCS_Civil\County\DAKOTA\CP 63-33 and 4-18 (Delaware Ave)\CAD\Plan Sheets\Exhibits\1211 Delaware Property Exhibit.dwg November 19, 2024 - 1:33pm

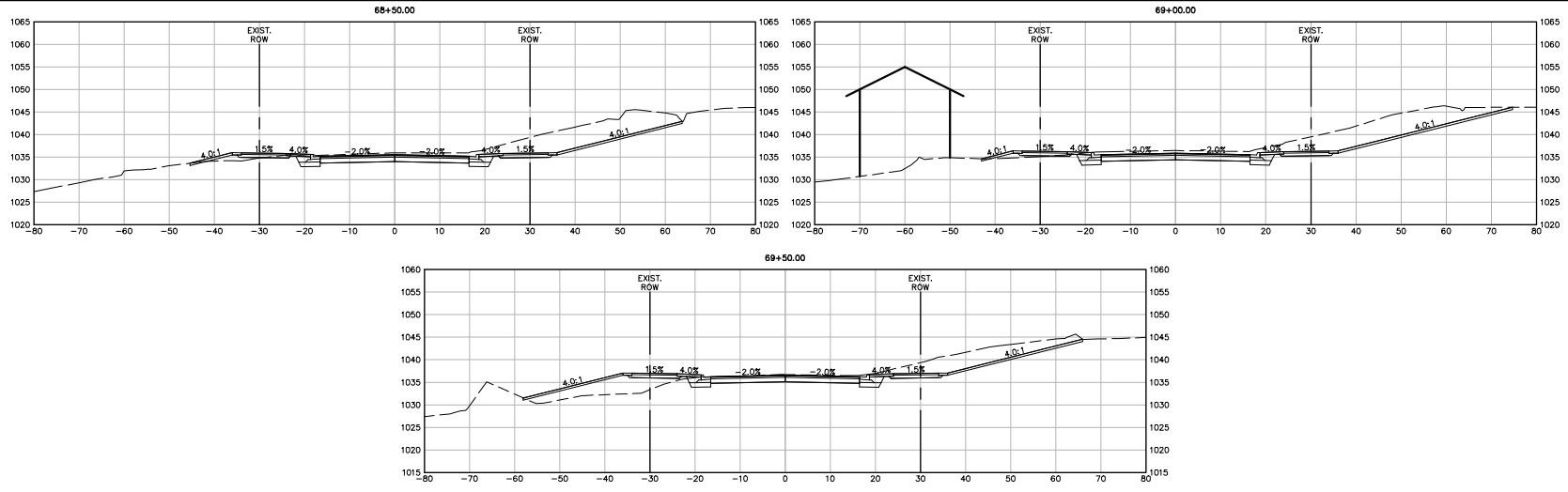


LEGEND

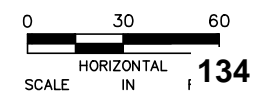
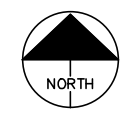
CONSTRUCTION LIMITS:
 11' LANES, 7' SHLDS, 6' BLVDS, 10 TRAILS

INPLACE ROW

PARCEL LINES



1211 DELAWARE AVE
 PROPERTY IMPACTS
 NOVEMBER 2024



360 Property View

1211 Delaware Avenue, Mendota Heights, MN 55118-1908

**Single Family
(SF) Single Family**List #: **6631461**
Status: **Active**List Price: **\$325,000**
Orig List Pr: \$325,000

Property ID: [277115004010](#)
 Year Built: **1952**
 Stories: **One**
 Constr Status: **Previously Owned**
 Foundation Sz: **922**
 Foundation Dim: **922**
 Abv Grd Fin SF: **922**
 Bel Grd Fin SF: **672**
 Total Fin SF: **1,594**
 School Dist: [197 - West St. Paul-Mendota Hts.-Eagan \(\)](#)
 Acres/Sqft: **0.500/21,780**
 Lot Size: **80x200x126x200**
 List Date: **11/15/2024**
 Rcvd by MLS: **11/15/2024**

Total Bed/Bath: **4/2**
 Garage Stalls: **1**
 Tax Year: **2024**
 Tax Amount: **\$102**
 Tax Assess Bal: **\$0**
 Tax w/ Assess: **\$102**
 Tax Assess Pnd: **Yes**
 Homestead: **Yes**
 Year/Season: **Yearly**
 County: **Dakota**
 Postal City: **West Saint Paul**
 DOM: **3**
 CDOM:/PDOM: **3/3**

Directions: **DELAWARE BETWEEN BUTLER & MORELAND****General Information**

Legal Desc: **SOMERSET VIEW, LOT 1 BLK 4**
 Land Lease?: **No**
 Fract Ownr: **No**
 Manufactured: **No**
 Comp/Dev/Sub: **No**
 Assc Mgmt Comp: **No**
 Road Frontage: **City**
 Rd Responsible: **City**
 Zoning: **Residential-Single Family**
 Accessibility: **None**
 Rental License: **No**
 Common Wall: **No**
 Phone: **No**
 Fire #: **No**
 Insur Fee: **\$0**
 Assc Fee: **\$0**
 Pasture: **0.00**
 Tillable: **0.00**
 Wooded: **0.00**

Remarks

Agent: **Property tax reflects Disabled Vet. Great Opportunity for first time buyer or for a builder to bring their plans to a half acre lot in prime location.**

Public: **Remarkable location to enjoy a half acre lot in Mendota Heights. This one story home has some fresh paint, new carpet, refinished hardwood floors and updated bathrooms. The large living room is spacious and a great place to enjoy with friends and family. This home is a great opportunity to move in and enjoy, remodel and expand or build your dream home on this amazing lot surrounded by million dollar homes! Don't miss out on this opportunity!**

Structure Information

Room	Level	Dimen	Bedrooms	4	Heat:	Forced Air
Living Room	Main	25x13			Fuel:	Natural Gas
Kitchen	Main	12x9			Air Cond:	Central
Bedroom 1	Main	16x12	Total: 2	3/4: 1	Water:	City Water/Connected
Bedroom 2	Lower	11x9	Full: 1	1/2: 0	Sewer:	City Sewer/Connected
Bedroom 3	Lower	11x9			Electric:	Circuit Breakers
Bedroom 4	Lower	11x9			Garage Stls:	1
			Bath Desc: 3/4 Basement, Main Floor		Garage SF:	250
			Full Bath		Oth Prkg:	0
			Finished SqFt			
			Abv Gd: 922		Total SqFt	
			Blw Gd: 672		Abv Gd: 922	
			Total: 1,594		Main Fl: 922	
					Blw Gd: 922	
					Total: 1,844	

Features

Dining Room Desc: **Living/Dining Room**
 Fireplaces: **0**
 Appliances: **Dishwasher, Dryer, Range, Refrigerator, Washer**
 Basement: **Full, Walkout**
 Constr Materials: **Age 8 Years or Less**
 Roof: **Chain Link**
 Fencing: **Attached Garage**
 Parking Char: **Attached Garage**
 Exterior: **Metal, Vinyl**

New Construction

Lot Price: **\$0** Low Price Rng: High Price Rng:

Financial

List Type: **Exclusive Right** Lockbox Type: Lockbox Source:
 Sellers Terms: **Cash, Conventional**
 Financial Remarks: **Sellers are aware of an assessment coming for street work but the amount has not been determined at this time.**

Assume Loan:

Listing Conditions: **Standard****Agent/Office Information**

Listing Agent: [Rachel D. Long](#) 952-237-5312
Listing Office: [RE/MAX Advantage Plus](#)
CoList Agent: [Daniel V. Long](#) 952-240-8821
CoList Office: [RE/MAX Advantage Plus](#)

Appointments: [ShowingTime](#)
Office Phone: **952-226-7700**
Office Phone: **952-226-7700**

MLS #: **6631461** [1211 Delaware Ave , Mendota Heights, MN 55118-1908](#)

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Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4013

Agenda #: 4.13

Meeting Date: 1/14/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Eagan For City Utility Improvement Incorporation Into 2025 Preservation Projects On County State Aid Highway 30, County Project 30-43

PURPOSE/ACTION REQUESTED

Authorize the execution of a joint powers agreement (JPA) with the City of Eagan (City) to establish roles, responsibilities, and cost share for the incorporation of City utility improvements as part of the County's 2025 preservation activity occurring on County State Aid Highway 30 (Diffley Road) from Trunk Highway 13 to Interstate Highway 35E, County Project (CP) 30-43.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with the 2025 preservation of paved highway surface and miscellaneous projects. The 2025 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 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 also 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 Eagan resulted in their desire to include utility improvements with the bid packages for CP 30-43. In order to facilitate these improvements with the County's 2025 preservation activity, a JPA is necessary to establish the roles, responsibilities, and cost share for the work. The City is responsible for 100 percent of costs associated with any water main or sanitary sewer work. For storm sewer work, the cost share is 80 percent County and 20 percent City in accordance with the terms and conditions of the current adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025408).

RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of Eagan to formalize cost contributions and responsibilities for CP 30-43.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program Adopted Budget includes \$8,200,000 for Paved Highway Surface preservation activity and \$400,000 for Storm Sewer System Maintenance (Attachment: Financial Summary). Costs associated with the utility work will be split between the County and City of Eagan in accordance with the Cost Share Policy and the adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025408). Sufficient funds are available to authorize the execution of the JPA.

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

RESOLUTION

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

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

WHEREAS, the City of Eagan desires to incorporate sanitary sewer, water main, or storm sewer repairs as part of County Project 30-43; and

WHEREAS, County Project 30-43 is the mill and overlay of County State Aid Highway 30 (Diffley Road) from Trunk Highway 13 to Interstate Highway 35E in Eagan; and

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

WHEREAS, the cost share for utility maintenance/improvements associated with storm sewer is 80 percent County and 20 percent City in accordance with the terms and conditions of the current adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025408); and

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement between Dakota County and the City of Eagan for utility repair work associated with County Project 30-43 which is included in the 2025 Preservation of Paved Highway Surfaces.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

BOARD GOALS

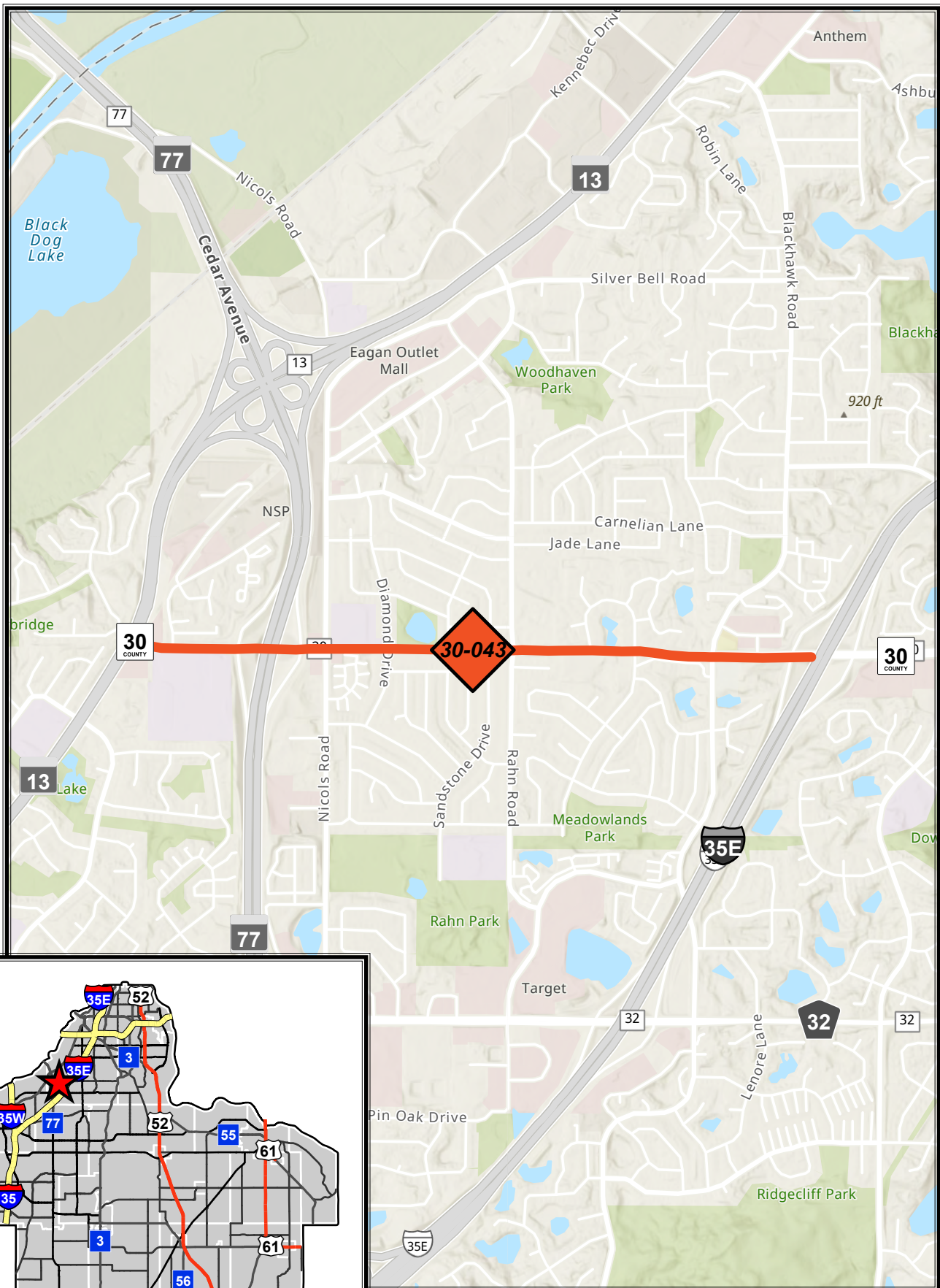
- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Kevin Krech

ATTACHMENT: LOCATION MAP



County Project 30-043



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4091

Agenda #: 5.1

Meeting Date: 1/14/2025

DEPARTMENT: Transportation

FILE TYPE: Regular Information

TITLE

Discussion And Direction On Transportation Cost Participation Policy For Aesthetics

PURPOSE/ACTION REQUESTED

Review and discuss options for changes to the Dakota County Transportation Cost Participation Policy on aesthetics and provide direction on potential changes to the policy.

SUMMARY

On December 6, 2024, the County Board held a strategic planning workshop to identify strategic goals for 2025. Among the goals identified was a desire to improve partnerships with cities and to collaborate with partners on development. County staff is bringing forward the Transportation Cost Participation Policy to specifically review the policy on aesthetics based on input from the City of Apple Valley.

The County Road 42 reconstruction project in Apple Valley (from Redwood Drive to 147th Street) is currently in preliminary design. There are significant elements in the project that could include an aesthetic design that affect the roadway corridor. Staff will present options to revise the policy, potential benefits and how cost participation is affected.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

An increase in the County's cost participation on aesthetic elements will require additional County funding on Transportation projects.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Cost Participation Policy on Aesthetics

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Erin Laberee

Investment Goal Activities by County/City Share

Dakota County Highway Cost Share Policy Overview

Please refer to individual policies for specific details.

Investment Goal	Activities	County Share	City Share	Comments	Cost Share Policy
Preservation	Paved Highway Surface Gravel Highway Surface Bridge Rehabilitation Traffic Safety and Operation Pedestrian and Bicycle Facilities Retaining Wall Rail Crossings	100%	0%		F.17 F.8
	Storm Sewer Maintenance	up to 80%		Up to 80% County for leads and up to 80% City for mainline	F.7
Management	Small Safety Projects	up to 100%			F.15
	Roundabouts	up to 85%	15%	+15% City share per City leg	F.13
	New Traffic Signals	55%	45%		F.4
Replacement and Modernization	Highway Replacement Bridge Replacement Gravel Road Paving Lane Reductions 2- to 3-Lane Modernization	85%	15%	Includes improvements such as turn lanes, medians, shoulders, trails, sidewalks and school zone and pedestrian crossing lighting. Does not include additional through lanes, small safety projects, traffic signals or interchanges.	F.1 F.2 F.3 F.19
	Signal Replacement and Modernization	up to 100%		Cost split per leg	F.4
Replacement and Modernization and Expansion	Aesthetics	up to 3%		Up to 3% of construction cost	F.2
Expansion	Principal Arterials - non-Freeway	85%	15%	Does not include small safety projects, traffic signals or interchanges	F.1 F.2
	10-ton Routes and 6-lane -1/2 mile spacing	75%	25%	Does not include small safety projects, roundabouts, traffic signals or interchanges	F.3 F.14
	All Other Expansion Projects	55%	45%		
	Interchanges	avg. legs		Average of legs	

Table 4.

NOTE: The county is responsible for operation, maintenance and power cost for enhanced or dynamic signing unless otherwise noted.

F.2 Cost Participation - Aesthetic

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.



Discussion and Direction On Transportation Cost Participation Policy For Aesthetics

Erin Laberee, Transportation Director/County Engineer

Dakota County Physical Development Committee
January 14th, 2025

Overview and Background



Overview

Review Existing Cost Share Policies:

- County and State Policies
- Current Project Example
- Discussion on possible changes

Background

Strategic Board Workshop in December identified a goal to improve partnerships with cities and to collaborate on development, including the review of policies and practices that are a hindrance or asset to economic development

Chapter 4

Goal 1: Limited Resources are Directed to the Highest Priority Needs of the Transportation System

This goal guides Dakota County efforts to develop the best transportation system for the safe and efficient movement of people and goods within financial constraints. The system vision has been developed in coordination with the state, adjacent counties, cities, townships, and other transportation partners through the goals and policies contained within this Transportation Plan.

F.2 Cost Participation - Aesthetic

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.

County and State Aesthetic Cost Shares

- **Washington County** – 3% match (similar to Dakota County’s policy)
- **Anoka County** – 0%
- **Scott County** – 50% match capped at \$100,000
- **Carver County** – 0%
- **Ramsey County** – 0%
- **Hennepin County** – capped at \$330,000 per mile. Follows MnDot’s policy
- **MnDot** – Reconstruction in developed areas – 2% construction costs + 5% of retaining wall
- **Dakota County** – 3% match

Current Project Example



- County Road 42 from Redwood Drive to Pennock planned for reconstruction in 2027
- Currently in preliminary design
- Structure required for 0.8 miles
 - Two design options

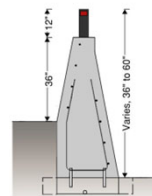


County Road 42 Reconstruction Project



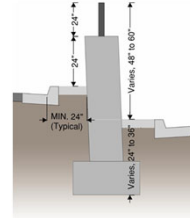
STRUCTURE DESIGN OPTIONS

- Standard Barrier – baseline design option, example with multiple colors



STRUCTURE DESIGN OPTIONS

- Cast-In-Place Retaining Wall – Additional \$1.9M over standard barrier



Discussion

- **Is the County Transportation Cost Share Policy on aesthetics a “hinderance to economic development”?**
- **Consider change to policy to increase aesthetic costs share**
 - Dakota County’s current share on CR 42 project at 3% is \$356,000 match
- **Increase cost share up to 6%** (increases Dakota County’s match up to \$712,000)
 - Limit increase to principal arterial roadways (CR 42, sections of Cliff Rd, Cedar Ave. and CR 70)



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4070

Agenda #: 5.2

Meeting Date: 1/14/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Regular Action

TITLE

Approval And Authorization To Award Construction Contracts To Accomplish 2025 Transportation, Parks, And Facilities Capital Improvement Projects

PURPOSE/ACTION REQUESTED

Authorization to award construction contracts necessary to accomplish 2025 Transportation, Parks, and Facilities Capital Improvement Program (CIP) projects.

SUMMARY

To provide safe and efficient transportation in Dakota County, Transportation Department staff regularly requests County Board (Board) approval for actions required to deliver projects in the adopted 2025 Transportation, Park, and Facilities CIP. Staff is requesting advanced approval and delegation of authority to the County Manager for construction contract awards under certain circumstances. The requested action will streamline these administrative activities required to move projects forward and allow efficient timelines.

Staff requests the delegation of authority to the County Manager to award construction contracts to the lowest responsible bidder for projects identified for construction in the adopted 2025 Transportation, Parks, and Facilities CIP, consistent with County Policies and provided sufficient funds are available for the contract. Any awards not to the low bidder that require a budget amendment or require the rejection of bids will be brought to the Board for action.

Periodic project updates and approvals will continue to be presented to the Board consistent with current practice. This authorization would not alter the current Board process for adopting projects in the CIP each year or the process for obtaining Board approval for professional services contracts, study recommendations, property valuations, authority to initiate quick take condemnation, and right of way settlements.

RECOMMENDATION

Staff requests advanced authorization to award construction contracts to the lowest responsive bidder as necessary to accomplish 2025 Transportation, Parks, and Facilities CIP projects consistent with County policies, subject to the availability of funding identified in the CIP and subject to the County's Attorney's Office as to form.

EXPLANATION OF FISCAL/FTE IMPACTS

The County Board approved the 2025 Capital Improvement Program on December 17, 2024.

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

RESOLUTION

WHEREAS, the Dakota County Physical Development Administration Department regularly requests County Board approval for actions required to deliver projects in the adopted Capital Improvement Program (CIP); and

WHEREAS, awarding construction contracts to the lowest responsible bidder is a regular consent action item brought forward to the Board for projects in the CIP; and

WHEREAS, awards to bidders that are not the low bid would be brought to the County Board for approval; and

WHEREAS, this resolution does not alter the Board process for adopting projects in the CIP each year or the process for obtaining Board approval for professional services contracts, study recommendations, appraisals, and right of way settlements; and

WHEREAS, project updates would continue to be presented to the Board; and

WHEREAS, staff will provide the Board with a detailed list of authorized projects, including budget reference information, and provide periodic updates on executed and construction contract awards.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the County Manager or designee to award construction contracts to the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the following projects:

Transportation:

- CP 5-58 on CSAH 5 (County Road 5) at Southcross Drive W Signal Replacement in Burnsville
- CP 26-67 on CSAH 26 (Lone Oak Road) from TH 13 to I-35E in Egan
- CP 28-69 on CSAH 28 (80th Street) from 730' E of Cahill Avenue to CSAH 56 (Concord Boulevard) in Inver Grove Heights; tied to CP 56-14
- CP 32-65 on "New" CSAH 32 (117th Street) from CSAH 71 to TH 52 in Inver Grove Heights
- CP 42-168 on CSAH 42 (150th Street) at Southcross Drive Signal Replacement in Burnsville
- CP 42-172 on CSAH 42 (150th Street) from 147th Street to CSAH 33 (Diamond Path) in Apple Valley
- CP 42-177 on CSAH 42 at Garrett Avenue and at Pilot Knob Road in Apple Valley
- CP 43-55 on CSAH 43 (Lexington Avenue) from CSAH 32 (Cliff Road) to Wescott Drive in Egan
- CP 50-37 on CSAH 50 (202nd Street W) at Hamburg Avenue Roundabout in Lakeville
- CP 56-14 on CSAH 56 (Concord Blvd/Concord St) Pedestrian Crossing Enhancements in Inver Grove Heights; tied to CP 28-69
- CP 64-28 on CR 64 (195th Street) at Eureka Avenue in Farmington
- CP 85-23 on CSAH 85 (Goodwin Avenue) Reconstruct Bridge No. 19504 in Vermillion

Township

- CP 91-30 on CSAH 91 (Nicolai Avenue) from Miesville Trail to Trunk Highway 61 (240th Street) in the City of Miesville/Douglas Township
- CP 97-218 on CSAH 38 (McAndrews Road) Retaining Wall Replacement in Apple Valley
- CP 97-144 Township Bridge L3285 Replacement on Inga Avenue in Hampton and Douglas Townships
- CP 97-164 Township Bridge L3249 Replacement on 205th Street East in Marshan Township
- Paved Highway Surfaces
- Gravel Highway Surface
- Gravel Highway Surface - Repairs
- Crack Seal
- Pedestrian and Bicycle Facilities
- Retaining Wall Maintenance
- Traffic Safety & Operations - Pavement Markings
- Storm Sewer System Maintenance
- Signal Revisions/Communications
- Traffic Signal - New/Replacement
- Trail Gap Setaside

Parks:

- 2000232 - Mississippi River Greenway - Wayfinding, Landscaping, Interpretation
- P30002 - River to River Greenway - Mendota Heights Valley Park - North of Marie
- 2000234 (CP 42-175) - Vermillion Highlands Greenway - Rosemount (Connemara to CSAH 42 to 155th)
- Mississippi River Greenway - Hastings Bluff and Overlook

Facilities:

- Judicial Center Water Softener Replacement
- Countywide Carpet Replacement Program
- Countywide Roof Replacement Program
- Law Enforcement Center Housing Unit Floor Replacement
- Countywide Parking Lots Seal and Repair
- Judicial Center Exterior Window Replacement
- Countywide Infrastructure Maintenance Allocation Projects
- Law Enforcement Center Boiler and Chiller Replacement
- Western Service Center Cooling System Replacement
- Law Enforcement Center Restroom Renovations
- Juvenile Services Center Intake Shower and Storage Area Renovation
- Law Enforcement Center Intake, Release, and Garage Renovation

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora
Author: Erin Stwora



**Approval And Authorization To Award Construction Contracts To Accomplish
2025 Transportation, Parks, And Facilities Capital Improvement Projects
and
Approval Of Right Of Way Acquisition For Projects Included In The 2025
Transportation CIP, Authorization To Make First Offers Based On Appraised
Values And Delegated Acquisition Settlement Authority**

Dakota County Physical Development Committee
January 14, 2025

Erin Stwora, Deputy Director
Eddie Buell, Real Estate Supervisor
Physical Development Division

Introduction/Overview



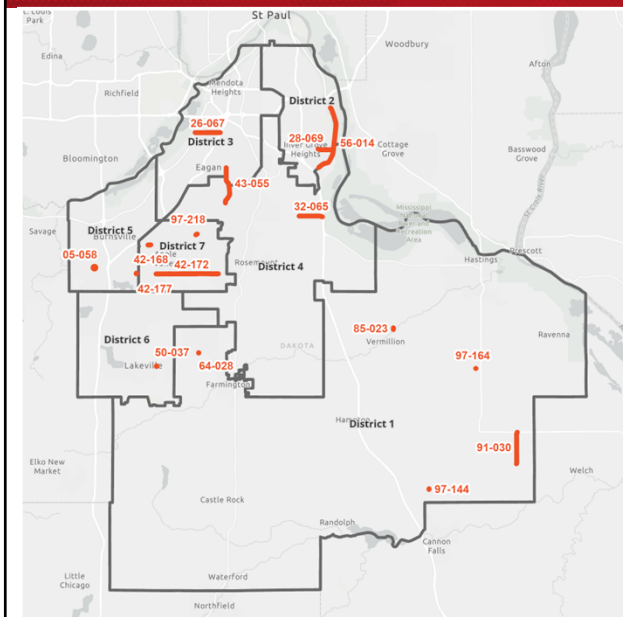
- Standard approval process/documents
- Subject to low construction bid award/standard procedures
- Delegate authority to County Manager
- Must be within approved budget
- Benefits
 - Streamlines administrative activities
 - Flexibility in project schedules
 - Staff time savings
 - Fewer board items

2025 Projects



- Project list includes:
 - Construction contract awards
 - Highway projects
 - Highway surfacing
 - Pedestrian safety & trail gaps
 - Traffic signals
 - Township bridges
 - Maintenance

Transportation CIP Projects – Construction Contracts - 2025



Map of Transportation CIP Projects for 2025 Construction Contracts

(Please refer to RBA attachment for project descriptions)

Project List:

05-068, 26-067, 28-069, 32-065, 42-168, 42-172, 42-177, 43-055, 50-037, 56-014, 64-028, 85-023, 91-030, 97-144, 97-164, 97-218

Transportation CIP Projects



Construction - Preservation and Small Projects

- Preservation of Paved Highway Surfaces
- Preservation of Gravel Highway Surfaces
- Gravel Highway Surface - Repairs
- Crack Seal
- Pedestrian and Bicycle Facilities
- Retaining Wall Maintenance
- Traffic Safety & Operations – Pavement Markings
- Storm Sewer System Maintenance
- Signal Revisions/Communications
- Traffic Signal - New/Replacement
- Trail Gap Setaside

Parks CIP Projects



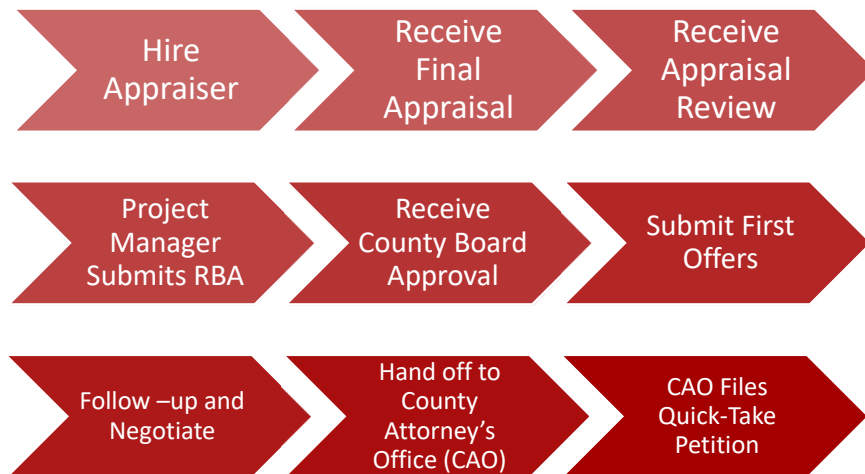
- 2000232 - Mississippi River Greenway - Wayfinding, Landscaping, Interpretation
- P30002 - River to River Greenway - Mendota Heights Valley Park - North of Marie
- 2000234 (CP 42-175) - Vermillion Highlands Greenway - Rosemount (Connemara to CSAH 42 to 155th)
- Mississippi River Greenway - Hastings Bluff and Overlook

Facilities CIP Projects

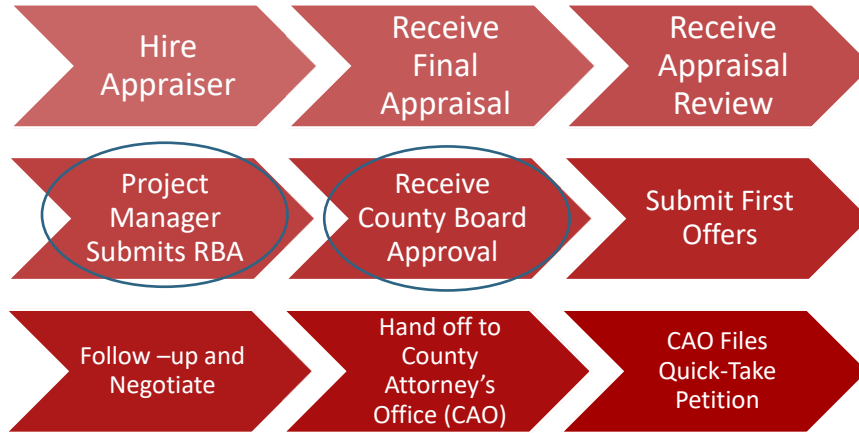


- Judicial Center Water Softener Replacement
- Countywide Carpet Replacement Program
- Countywide Roof Replacement Program
- Law Enforcement Center Housing Unit Floor Replacement
- Countywide Parking Lots Seal and Repair
- Judicial Center Exterior Window Replacement
- Countywide Infrastructure Maintenance Allocation Projects
- Law Enforcement Center Boiler and Chiller Replacement
- Western Service Center Cooling System Replacement
- Law Enforcement Center Restroom Renovations
- Juvenile Services Center Intake Shower and Storage Area Renovation
- Law Enforcement Center Intake, Release, and Garage Renovation

Approval Authority – Right-of-Way Acquisitions Current Process



Approval Authority – Right-of-Way Acquisitions
Current Process



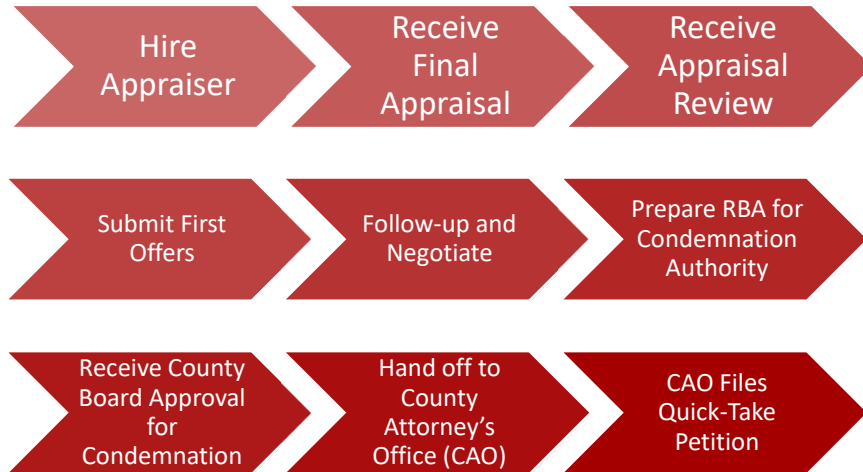
- Delays can often mean the difference between properties being included in the condemnation petition or being able to settle

Approval Authority – Right-of-Way Acquisitions
Current Process

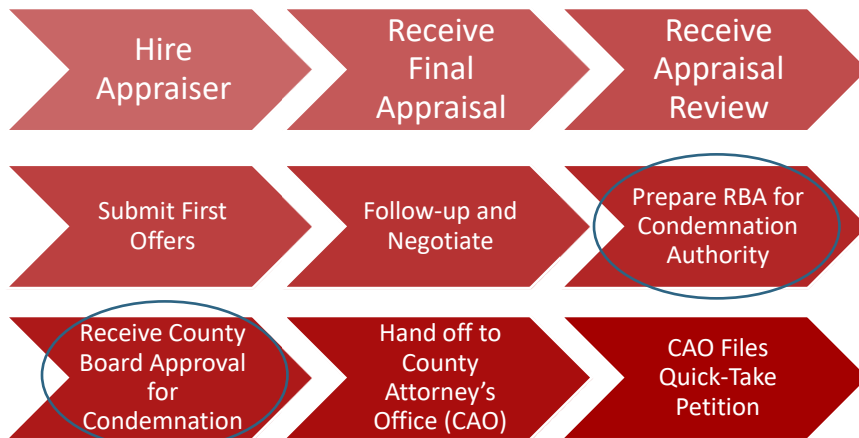


- Outside of having a minimum offer amount of \$500, the right-of-way (ROW) acquisition process requires the appraiser's value not be influenced by the County for it to remain an independent valuation
- Dakota County is the only metro county that handles transportation acquisitions in this way; other counties use annual board approvals that delegate authority to staff to acquire projects included in the CIP

Approval Authority – Right-of-Way Acquisitions
Proposed Process

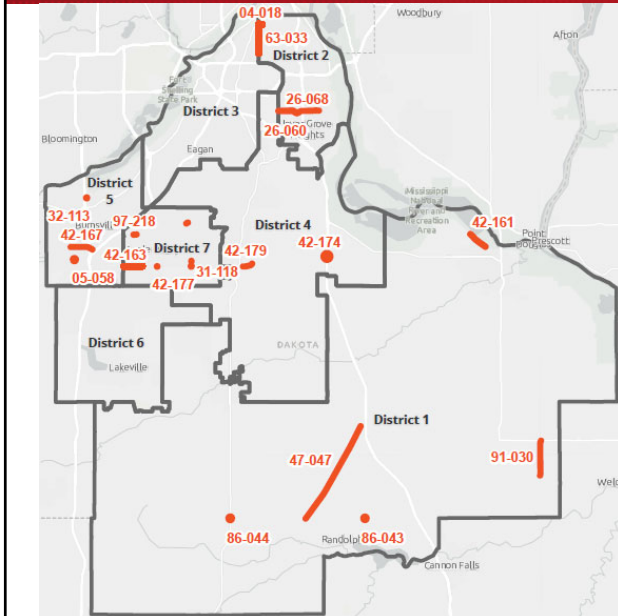


Approval Authority – Right-of-Way Acquisitions
Proposed Process



- Allowing more time between the initial offer being made and filing the petition will mean fewer parcels being included in condemnation

Transportation CIP Projects - Approval Authority Request Right-of-Way Acquisitions - 2025



Map of Transportation CIP Projects for 2025 ROW

(Please refer to RBA attachment for
project descriptions)

Project List:

04-018, 05-058, 26-060, 26-068,
31-118, 32-113, 42-161, 42-163,
42-167, 42-174, 42-177, 42-179,
47-047, 63-033, 86-043, 86-044,
91-030, 97-218

County Board Review



Physical Development Committee and/or County Board actions:

- Projects not specifically mentioned in this action
- Joint Powers Agreements
- Professional service contracts
- Budget amendments
- Study recommendations
- Traffic control changes
- Right of way offers
- Periodic project/construction updates
- JPA and contract updates in Physical Development Division update

Request



- Approval And Authorization To Award Construction Contracts To Accomplish 2025 Transportation, Parks, And Facilities Capital Improvement Projects
- Approval and authorization to make first offers, based on appraised value, for any acquisitions needed for the 2025 Transportation Capital Improvement Program (CIP) projects.
- Rescind Item 13 in the second resolving clause of Resolution No. 11-241 (May 18, 2011) and authorize the County Manager to make payments for property interests necessary for the County's Capital Improvement Program in an amount up to \$30,000 in excess of the County approved appraised value, upon determination that the payment is reasonable, prudent and in the public's best interest, but not to exceed an award by the condemnation commissioners or court.

Discussion



Questions?



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-4067

Agenda #: 5.3

Meeting Date: 1/14/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Regular Action

TITLE

Approval Of Right Of Way Acquisition For Projects Included In The 2025 Transportation CIP, Authorization To Make First Offers Based On Appraised Values And Delegated Acquisition Settlement Authority

PURPOSE/ACTION REQUESTED

Approve and authorize the Real Estate Office (REO) to make first offers, based on appraised value, for any acquisitions needed for the 2025 Transportation Capital Improvement Program (CIP) projects.

SUMMARY

Dakota County Transportation has identified the projects that will move to the right of way acquisition process in 2025. Prior to Transportation proceeding with construction of approved CIP projects, permanent and temporary easements and occasionally fee title must be acquired by the County. Independent professional appraisers are hired to determine the fair market value or minimum damage of these acquisitions to ensure the property owner receives just compensation. A second appraiser reviews the initial appraisal to verify that the appraisal meets all professional standards and requirements. The appraisal is then finalized and certified. First offers are then made to the property owner based on these reports.

State and Federal process require an acquiring authority to approve its appraised value prior to initiating negotiations with a property owner. The past practice has been for staff to submit the valuations and first offers to the County Board for approval, then staff proceed with the first offers. However, this approval process often limits the time to work with landowners to negotiate and settle, and then sign all the documents required for the transaction. As a result, the condensed time period often results in the inability to reach settlements prior to the filing of the quick-take petition by the County Attorney's Office. The County makes every effort to settle with property owners and avoid the use of eminent domain. If the REO can send out offers as soon as the valuation reports have been finalized and certified, there will be more time to work with property owners and settle parcels without condemnation. The County Board is not delegating its authority to determine when to use county's eminent domain authority. Staff will return to the board with any recommendations to utilize eminent domain.

The County Board has delegated some settlement authority to the County Manager for the acquisition of right of way for county projects. Resolution No. 11-241 (May 18, 2011), second resolving clause at item 13, allows for payment of \$10,000 in excess of the "County Board's approved appraisal", but not to exceed an award by a condemnation commissioner panel. Because the approval of the appraisal will be delegated to staff, the settlement authority needs to be revised to

refer to the "County approved appraisal". Staff also recommends that that \$10,000 settlement authority be raised to \$30,000 to match the delegation for settlement of all other claims made by or against the county.

RECOMMENDATION

Staff recommends the approval and authorization to make first offers, based on appraised value, for any acquisitions needed for the 2025 Transportation Capital Improvement Program (CIP) projects. Staff further recommends rescinding item 13 in the second resolving clause of Resolution No. 11-241 (May 18, 2011) and authorize the County Manager to make payments for property interests necessary for the County's Capital Improvement Program in an amount up to \$30,000 in excess of the County approved appraised value, upon determination that the payment is reasonable, prudent and in the public's best interest, but not to exceed an award by the condemnation commissioners or court.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation CIP Adopted Budget includes funds for right of way acquisition. Reducing the number of parcels listed in quick-take petitions will lower the overall cost of acquisitions and positively affect project budgets.

- 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 projects included in the 2025 Transportation Capital Improvement Program (CIP); and

WHEREAS, Dakota County is the lead agency for right of way acquisition necessary in 2025 for construction to begin in 2026; and

WHEREAS, the acquisition of property interests, such as fee title and temporary and permanent easements, from private property parcels identified in Dakota County 2025 Transportation CIP projects by the County is necessary to deliver and construct the projects during the programmed year; and

WHEREAS, all valuations of the property interests to be acquired are based upon independent valuation reports; and

WHEREAS, delegation of authority to approval appraisals of value and all first offers being made to the property owners by the Director of Physical Development or their designee will allow for more time for property owners to review the County's offers and resolved the acquisitions before eminent domain may be necessary; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, staff will seek County Board authorization for the County Attorney's Office to initiate quick-take condemnation of the remaining unsettled parcels;

WHEREAS, by Resolution No. 11-241 (May 18, 2011), second resolving clause at item 13, the County Board delegated authority to the County Manager to may acquisition payments of \$10,000 in

excess of the County Board's approved appraisal to settle right of way acquisitions;

WHEREAS, Staff recommends that Resolution No. 11-241 (May 18, 2011), second resolving clause item 13, be rescinded and replaced with authority to for the County Manager to make payments for property interests necessary for the County's Capital Improvement Program in an amount up to \$30,000 in excess of the County approved appraised value, upon determination that the payment is reasonable, prudent and in the public's best interest, but not to exceed an award by the condemnation commissioners or court.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Physical Development or their designee to approve appraisals of value and to make initial offers based on appraised value for any right of way acquisitions needed for 2025 Transportation Capital Improvement Program projects.

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby rescinds item 13 in the second resolving clause of Resolution No. 11-241 (May 18, 2011) delegating authority to may payment for right of way acquisitions and authorizes the County Manager to make payments for property interests necessary for the County's Capital Improvement Program in an amount up to \$30,000 in excess of the County approved appraised value, upon determination that the payment is reasonable, prudent and in the public's best interest, but not to exceed an award by the condemnation commissioners or court.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Map of Projects

Attachment: List of Projects

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora

Author: Eddie Buell



List of Transportation CIP Projects that the Real Estate Office (REO) will be acquiring for in 2025:

- **CP 04-18:** Project includes the addition of sidewalk and pedestrian crossing enhancements on CR 4 (Butler Avenue) between CSAH 63 (Delaware Avenue) and Smith Avenue in West St. Paul. This project has been identified in the School Safety Assessment for Heritage STEM Middle School and St. Joseph's Catholic School. Project is tied to CP 63-033.
- **CP 05-058:** Signal replacement at CSAH 5 and Southcross Drive in Burnsville. This project will improve intersection operations, make safety improvements, and provide for increased traffic levels.
- **CP 31-118:** Intersection modifications at CSAH 31 (Pilot Knob Road) and Upper 147th Street in Apple Valley. The modifications will improve intersection operations, make safety improvements, and provide for increased traffic levels.
- **CP 32-113:** Roundabout construction at the intersection of CSAH 32 (Cliff Road) and Interstate 35 in Burnsville. The modification will improve intersection operations, make safety improvements, improve pedestrian crossings, and provide for increased traffic levels.
- **CP 42-167:** Pedestrian and bicycle improvements on CSAH 42 between CSAH 5 and Nicollet Avenue in Burnsville. The Pedestrian and Bicycle Study (December 2018) identified improvement needs along this corridor, such as upgrading existing sidewalk to a multiuse trail and constructing trail segments where gaps exist in the system. The Preliminary Engineering phase led by the City of Burnsville evaluated CSAH 42 from CSAH 5 to CSAH 11/Lac Lavon Drive.
- **CP 42-174:** CSAH 42 (145th Street) at TH 52 interchange in Rosemount intersection improvements. This project will improve intersection operations of the interchange ramps, make safety improvements, and provide for increased traffic levels.
- **CP 42-179:** Geometry improvements and signalization of the CSAH 42 (150th Street) and Biscayne Avenue intersection in Rosemount. The project includes access restriction at the intersection of CSAH 42 and Business Parkway. The project will improve intersection safety, operations, pedestrian accessibility and provide a long-term solution for the area growth, including the future Rosemount Middle School.

Real Estate Office

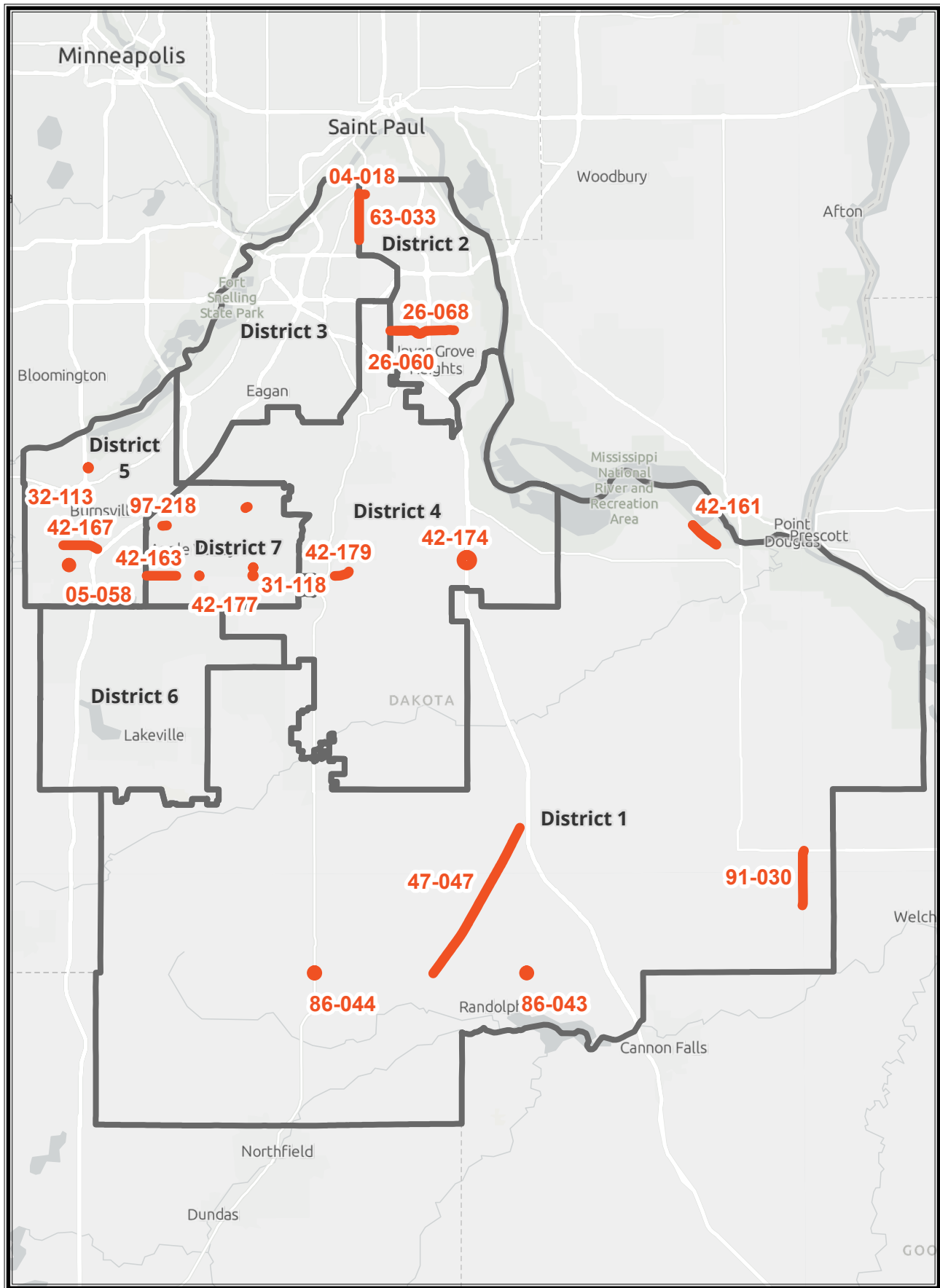


- **CP 42-177:** Signal replacements and intersection modifications on CSAH 42 (150th Street) at Garrett Avenue and at CSAH 31 (Pilot Knob Road) in Apple Valley. This project will improve intersection operations, make safety and pedestrian improvements, and provide for increased traffic levels.
- **CP 63-33:** Roadway Reconstruction Reconstruct CSAH 63 (Delaware Avenue) from Marie Avenue to TH 149 (Dodd Road) in Mendota Heights and West St Paul. This project will improve intersection operations, make safety improvements, improve pedestrian and bicycle facilities, and improve drainage along the roadway. This project will be coordinated with CP 04-018.
- **CP 86-43:** Design a roundabout at the intersection of CSAH 86 (280th St) and TH 56 (Randolph Blvd) in coordination with MnDOT. This project will improve intersection operations, make safety improvements, and provide for increased traffic levels.
- **CP 86-44:** Construct a roundabout at the intersection of CSAH 86 (280th Street) and TH 3 in Castle Rock Township. The construction of a roundabout will improve intersection operations, make safety improvements, and for increased traffic levels.
- **CP 91-30:** Reconstruct CSAH 91 (Nicolai Avenue) from Miesville Trail to Trunk Highway 61 (240th Street) in the city of Miesville and Douglas Township. This project will improve CSAH 91 roadway operations, replace culverts, and make drainage and safety improvements.
- **CP 97-218:** Repair/replace retaining walls along County roadways in various locations throughout Dakota County. Some modular block retaining walls in the County are showing signs of deterioration. This project will evaluate 24 retaining walls on the County system to identify and prioritize repair/replacement of deteriorating retaining walls prior to wall failure so walls will not compromise the integrity of the bike/pedestrian trails and roadways. Projects will be programmed in future Capital Improvement Programs based on the assessment.
- **CP 42-161:** Trail crossings and safety improvements on CSAH 42 (Lock Boulevard) between 1st Street and Riverdale Drive in the City of Hastings.

Real Estate Office



- **CP 42-163:** The project on CSAH 42 from Redwood Drive to 147th Street in Apple Valley will improve roadway operations, make safety improvements, and provide for increased traffic levels. The project includes signal removal at Elm Drive, replacing it with a $\frac{3}{4}$ intersection, and signal replacements at Garden View Drive and Hayes Road. Other project elements will include trail continuity improvements along the segment, construction of ADA-compliant pedestrian crossings, and a pedestrian tunnel or bridge to cross CSAH 42 at a location between Redwood Drive and Elm Drive. This project also assumes design options for reconstruction of the frontage roads from Elm Dr to 147th St to improve trails and safety.
- **CP 47-047:** Roadway reconstruction on CSAH 47 (Northfield Boulevard) from north of CSAH 86 (280th Street) to TH 50 in Castle Rock Township, Hampton Township, and the City of Hampton. This project will improve roadway operations, make drainage and safety improvements, and provide for increased traffic levels.
- **CP 26-60:** Roadway reconstruction of CSAH 26 (70th Street) from Allen Way to CSAH 73 (Babcock Trail) in Inver Grove Heights. This project includes roadway reconstruction, multi-use trails, access management/consolidation, and plans for land use changes/increased traffic levels.
- **CP 26-68:** Modernization of CSAH 26 (70th Street E) from the intersection of CSAH 73 (Babcock Trail) to 1000' east of Cahill Avenue in Inver Grove Heights. The project will include a conversation from a 5-lane to 3-lane roadway and includes turn lane, pedestrian, and drainage improvements. This will improve roadway, multi-modal and pedestrian safety.



2025 Transportation CIP Projects with Right of Way Acquisitions



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-3911

Agenda #: 5.4

Meeting Date: 1/14/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Regular Information

TITLE

Discussion And Direction On 2050 Parks, Greenways, And Natural Systems 2050 Vision Plan Draft Goals And New Park Units

PURPOSE/ACTION REQUESTED

Discuss and provide direction on draft goals and potential approaches for new park units as part of the Parks, Greenways, and Natural Systems 2050 Vision Plan.

SUMMARY

The Dakota County Parks Department is currently updating the 2030 Parks System Plan with a Parks, Greenways, and Natural Systems 2050 Vision Plan. In October, the Physical Development Committee of the Whole reviewed Phase I Community Engagement and provided feedback on the draft vision and values. Building on that work, 14 draft goals have been developed and are included in Attachment: Draft Vision Framework.

Analysis of the current Dakota County Parks system points to current service area gaps in the northern and western parts of the County and suburban growth continuing southward. Engagement with the County Board and the community indicates interest in exploring opportunities for new parks, greenways, and community trails and embracing opportunities to protect natural areas. Goal 8, "Locate new park units close to people or to protect community open space and recreation assets," addresses this direction.

To improve access to nature-based recreation, potential future strategies have been identified (Attachment: Park and Greenway Access). Potential approaches include:

- A. New search areas to locate new parks and greenways close to people
- B. Expand Greenway Collaborative to partner with cities for more nature-based recreation along greenways
- C. Community trail loops

Draft goals as well as strategies for park and greenway access will be refined based on discussion with and direction from the Physical Development Committee of the Whole before inclusion within the Draft 2050 Vision Plan document, which will be completed in 2025.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

24-218; 4/27/24

ATTACHMENTS

Attachment: Draft Vision Framework

Attachment: Park and Greenway Access

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora

Author: Lillian Leatham



Dakota
forever wild
PARKS

DAKOTA COUNTY PARKS

2050 VISION PLAN

January 2025 Draft Vision Framework

TUĀL-Ū collaborative 169



VISION FRAMEWORK

CREATING A VISION FRAMEWORK

*Support the **organizational mission**
by expressing a **vision** for the future,
formulating the **goals** to achieve it,
and articulating the **core values**,
by which the mission will be conducted.*

It is around four elements (mission, vision, goals, and values) that the Vision Framework is constructed. The Vision Framework is intended to establish the basis for both the 2050 Vision Plan itself and the work of the organization in decades to come.

The following pages state the recommendation for each element.

NATURE PROTECTED, COMMUNITY REFLECTED, ALL ARE CONNECTED

MISSION
Organizational change

VISION
Aspiration for the future

GOALS
Actionable steps toward achievement



PROTECT & IMPROVE



INSPIRE

CORE VALUES

Community supported ideals central to the work of the organization



CONNECT



CELEBRATE



NURTURE

recommended **CORE VALUES**

Core Values are the community-supported ideals central to the work of the organization. They are the primary influencer in future direction and operational conduct.

1. To **CONNECT** people to each other and the natural world, fostering a sense of belonging for all.
2. To **Protect** and improve natural spaces, ensuring a resilient and healthy environment for future generations.
3. To **INSPIRE** wellbeing, wonder, adventure, and learning through engaging and inclusive outdoor experiences.
4. To **NURTURE** and heal the vital relationship between people and nature.
5. To **CELEBRATE** our vibrant and richly diverse communities.

existing **MISSION** statement

The Mission is what the organization is charged with carrying out.

Dakota County Parks' current mission statement is "Provide high quality recreational and educational opportunities in harmony with natural resource preservation and stewardship. In a separate and parallel process, the Parks Department will be updating their organizational mission to align with the updated values and vision.

*Provide high quality recreational and educational opportunities
in harmony with natural resource preservation and
stewardship.*

recommended **VISION** statement

The Vision statement is an aspiration for future state of being.

*Dakota County Parks and Natural Lands:
Nature Protected, Community Reflected, All Are Connected.*

recommended GOALS

Dakota County Parks will:

1. Nurture the reciprocal relationship between people and nature.

The park system recognizes people's place as a part of the natural world and ecological processes, and the crucial role people have in conserving and managing natural areas and natural features and attributes. Nature-based experiences in enhanced and diverse environments foster a reciprocal cycle of well-being and care.

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

Community members of all backgrounds, interests, and abilities are welcomed and included. People feel pride in their parks and a sense of responsibility in stewarding a renowned park system.

3. Provide core services and amenities at a level where people feel safe, have a positive experience, and become return visitors.

As a baseline to the broader recreational experience, visitors have confidence that Dakota County facilities will be clean, cared-for, and thoughtful to their needs.

4. Create dynamic spaces with signature recreation experiences.

The park system and programs set Dakota County apart and represents an urban and rural landscape thoughtfully knit together. Each place is a unique attraction with an abundance of fun experiences for all ages. The collection of parks, greenways, and natural lands offers a breadth of activities and experiences.

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

The impact of parks and natural areas transcends physical boundaries by motivating actions by individuals in all parts of their lives. Community outreach and education bring programs to people who become lifelong advocates.

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

Parks provide core service to public health and can positively impact health through fun, active recreation, access to nature, equity, and social connection.

7. Strengthen partnerships with Tribal Nations and Indigenous communities to protect culturally significant lands and traditions within parks.

Respecting the significance of this land for Native Nations and people is evolving and action based. Indigenous culture, language, and people are thriving and visible within parks. Through partnership, the park system reinforces understanding and respect of Indigenous cultures by all people.

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

Parks, greenways, and open space are at the heart of healthy and dynamic communities throughout the County. As the County grows and evolves, so will the park system.

9. Lead on ecological health and climate resilience.

Parks and conservation areas are reservoirs of biodiversity and are enhanced, creating a legacy of environmental strength for future generations. Dakota County Parks reaches beyond sustainability and is a leader in implementing solutions to climate change.

10. Elevate cultural richness through arts, historic preservation, and interpretation.

Dakota County collaborates with the community for arts, historic preservation, and interpretation, ensuring the system reflects the cultural diversity of the community. The system inspires cultural appreciation, and all people feel included and connected.

11. Seek values-based and mission-driven partnerships.

Effective teaming elevates our work and reach. We find optimal roles and maximize our effectiveness with partners to create an extensive network of environmental and community benefits.

12. Care for the system through sustainable and innovative funding.

The system operates efficiently and effectively supported by diverse revenue sources. Stable funding provides for consistent level of service and for the care of assets. Innovative funding is continually pursued to reach beyond the basics.

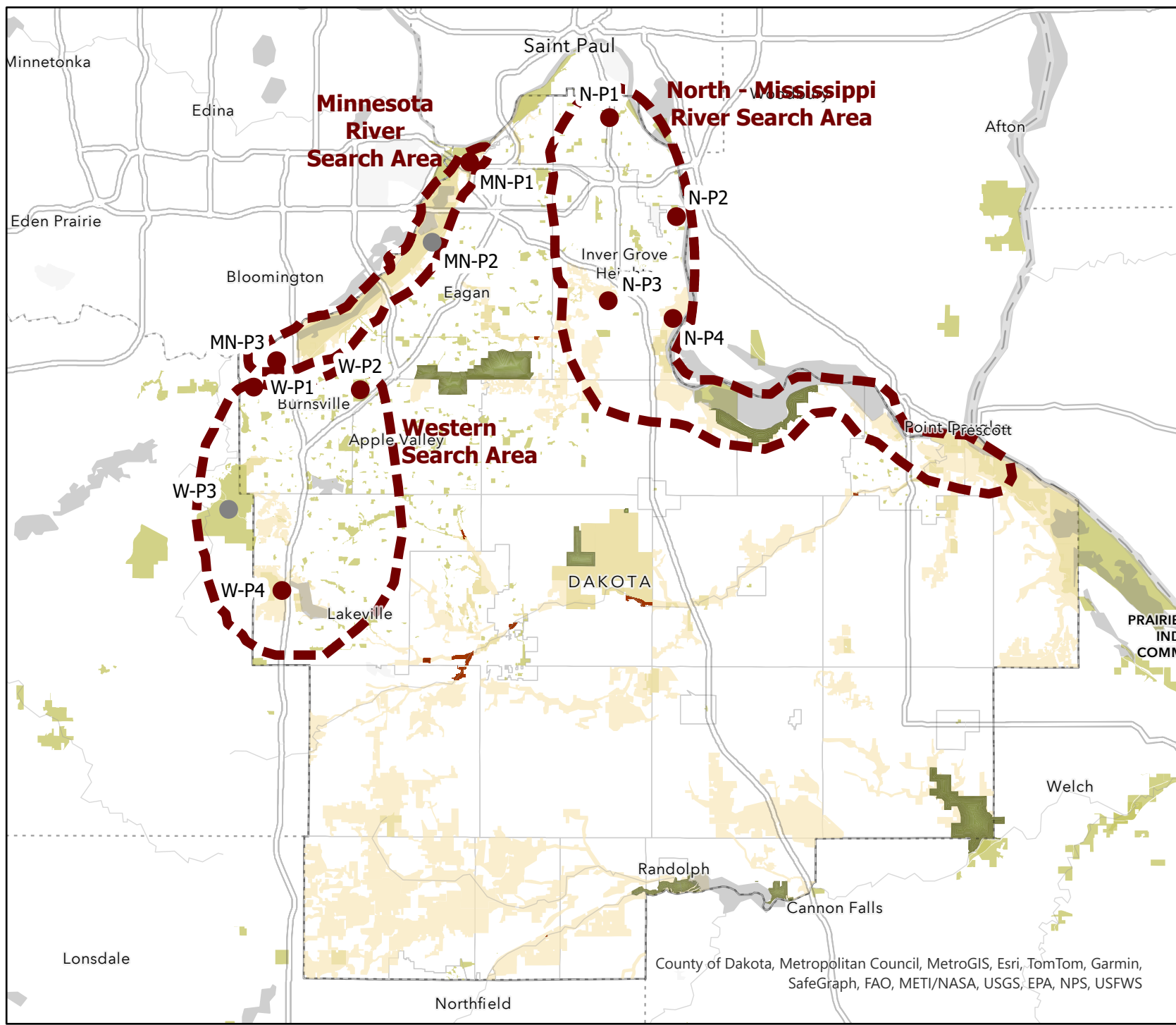
13. Invest in a diverse and thriving Parks Department workforce that represents the communities we serve.

Investment in people inspires energy and creativity that enriches the park system and boost confidence among constituents. A healthy and equitable work environment incentives cooperation across disciplines and departments.

14. Support sustainable economic development.

Parks contribute broader economic systems and contribute to making Dakota County a desirable place to live, work, and visit.





Search Areas - Regional Parks, Special Recreation Features, and Bridging Facilities



Legend

-  Park Search Area
-  New Park Candidate Site
-  New Partnership Candidate Site

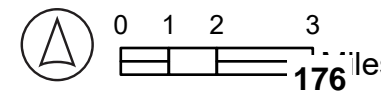
Existing Parks and Open Space

-  Dakota County Regional Parks, Regional Park Reserves, and County Parks
-  County Park Conservation Areas
-  Other Park Land
-  Conservation Focus Areas

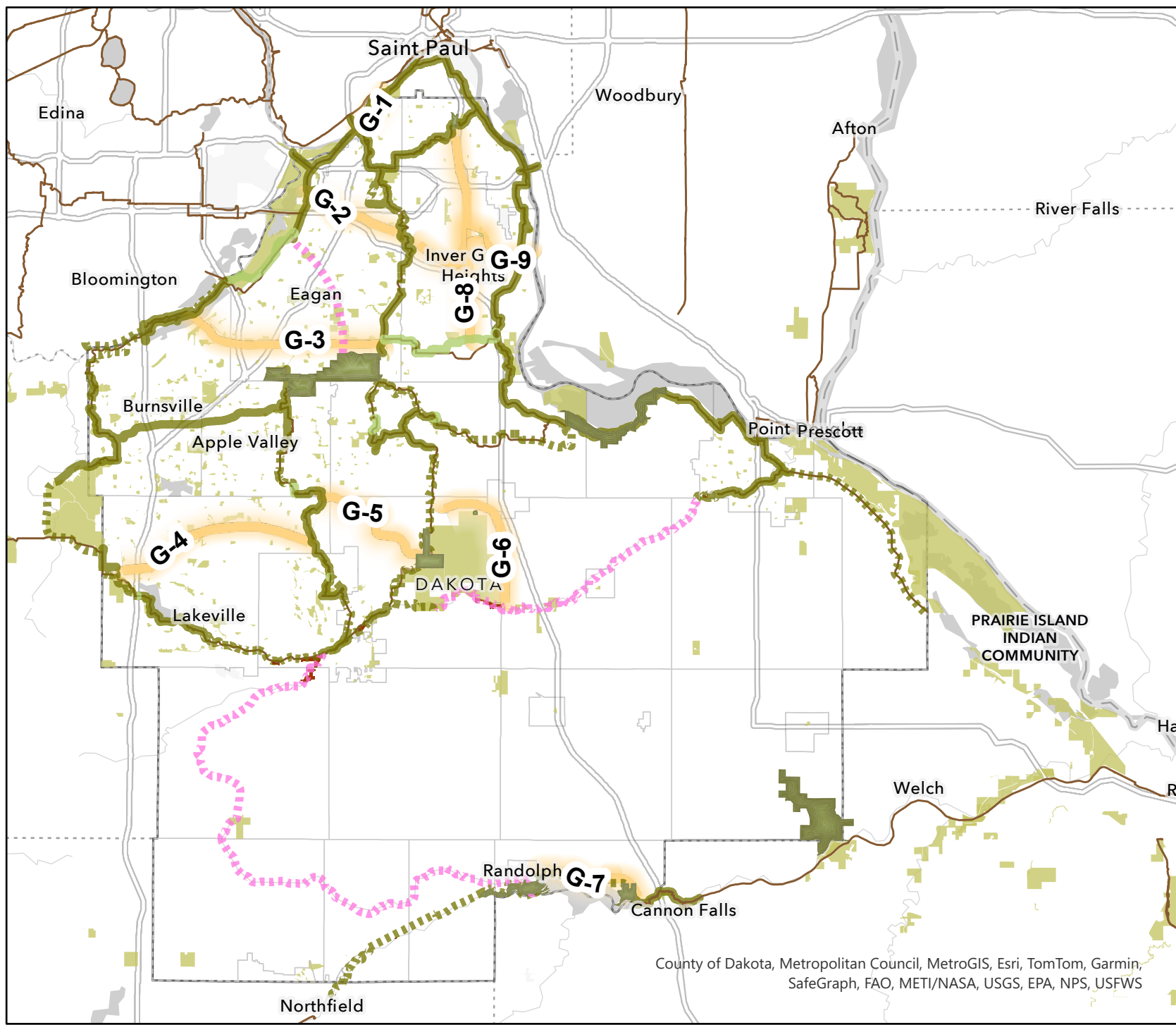
DRAFT FOR DISCUSSION PURPOSE ONLY

12/10/2024

County of Dakota, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS



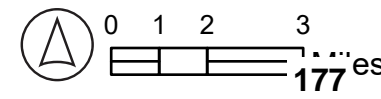
Potential New Greenway Search Areas



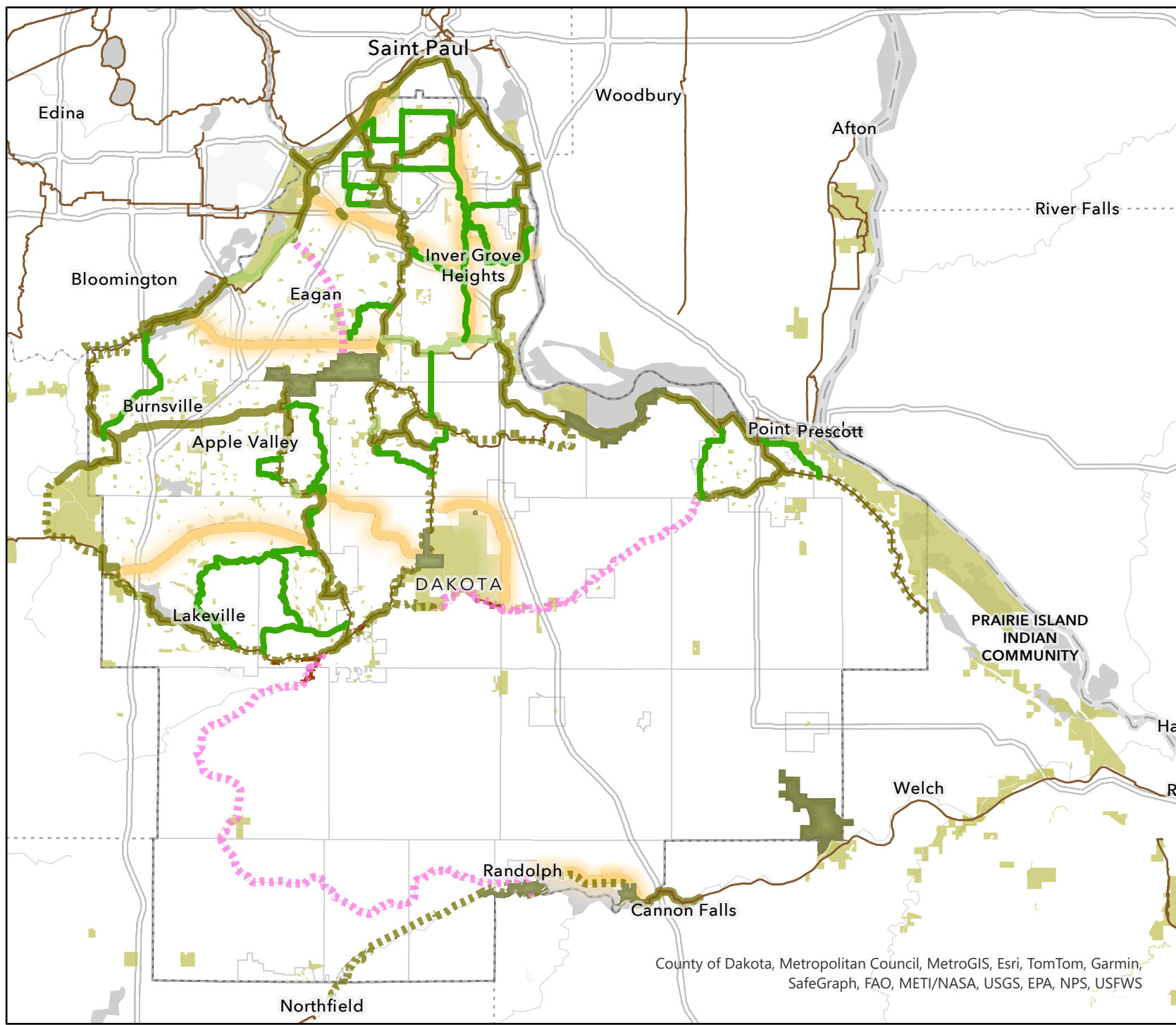
- Legend**
- Potential New Greenways**
 - New Greenway Search Corridor
 - Existing and Planned Greenways**
 - Open
 - Programmed
 - Planned
 - Proposed
 - Existing Park, Trails and Open Space**
 - Dakota County Regional Parks, Regional Park Reserves, and County Parks
 - County Park Conservation Areas
 - Other Park Land
 - Metro Regional Trails and State Trails

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12/20/2024

County of Dakota, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS



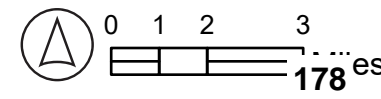
Community Trail Loop Concept



- Legend**
- Potential New Greenways and Trails
 - New Greenway Search Corridor
 - Potential Community Trail Loops
 - Existing and Planned Greenways
 - Open
 - Programmed
 - Planned
 - Proposed
 - Existing Park, Trails and Open Space
 - Dakota County Regional Parks, Regional Park Reserves, and County Parks
 - County Park Conservation Areas
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 - Metro Regional Trails and State Trails

DRAFT FOR DISCUSSION PURPOSE ONLY
12/20/2024

County of Dakota, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS



DRAFT

Park, Greenway, and Land Conservation Classification

December 20, 2024

Classification	Parks							Greenways and Trails			Land Conservation	Private Community Recreation or Conservation Asset *NEW*
	County Park	County Park Conservation Area	Regional Park	Regional Park Reserve	Regional Bridging Facility and Partnership *NEW*	Regional Special Recreation Feature *NEW*	Regional Cultural Landscape and Open Space Classification *NEW*	Regional Greenway	Community Trail Loop *NEW*	Expanded Greenway Collaborative *NEW*	Conservation Focus Area	
Purpose	Area of natural quality for outdoor recreation such as walking, viewing, sitting, picnicking; could have some field and court games and specialized activities.	Area of natural quality such as watercourses and wetlands that are preserved for environmental or aesthetic benefits to the community and ability to provide public access to natural heritage, nature-based recreation or significant viewsheds.	Area of natural or ornamental quality for nature-oriented outdoor recreation such as picnicking, boating, fishing, swimming, camping, and trail uses.	Protecting, restoring, and providing access to large areas of significant and unique natural resources. Area of natural quality for nature-oriented outdoor recreation such as viewing and studying nature, wildlife habitat, swimming, picnicking, hiking, boating, camping, and trail uses.	Attract and introduce new park visitors to nature. Increasing convenience for community groups with limited connection to nature. Clear and unique purpose, customized to specific community or communities.	Area that preserves, maintains, and provides specialized or single-purpose recreational activities, such as nature center, marina, arboretum, display gardens, downhill ski area, sites of historic or archeological significance, and bridging facilities.	NEW MET COUNCIL CLASSIFICATION BEING DEVELOPED Recognizes a range of culturally important areas within the Regional Parks and Trails System. Includes high-quality natural areas as well as areas with restoration potential. and recognizes the importance of protecting natural areas to adapt and mitigate climate change.	Linear corridor that combines water quality, recreation, habitat, transportation, interpretation.	Recreational in nature, walking and biking scale loops close to where people live. Partnership with cities: City and County cost share on construction and reconstruction.	Enhanced greenway access, support nature-based recreation close to where people live.	Land protection priorities based on the combination of natural features, connectivity, hydrology, and land ownership with renewed emphasis on water. Combination of public and conservation easements on private land (voluntary). Natural resources that merit preservation and that would be negatively affected by development.	Land owed/operated by private or public entities that has community value. Dakota County may consider evaluating sites nearing the end of their operational lifespan and working with stakeholders—landowners, local governments, and community members—to transition these spaces into public ownership or conservancy partnerships. This approach can serve multiple goals: <ol style="list-style-type: none">1. Land Conservation,2. Public Access and Recreation,3. Historical Preservation.
Service Area	5-minute drive.	Where resource occurs	10 min drive.	10 min drive.	Proximity to population served.	Regional-(metropolitan area).	Where resource occurs.	Adjacent to natural resources and/or connect components of the regional system.	City.	Along regional greenway.	Where resource occurs.	Where resource occurs.
Size	25-200 acres	Based on resources present	200-500 acres typically (100 acres min.)	1,000+ acres	Varies. Can be within a regional park or a stand-alone facility. May include a mobile element.	Appropriate to feature.	Based on resources present.	Multiple communities.	Up to 10 miles.	Within existing city parks, size varies.	As identified in the land conservation plan or restorable wetlands, locally significant open space, native seed bank, surface water corridor.	Based on resources present.

DRAFT

Park, Greenway, and Land Conservation Classification

December 20, 2024

Classification	Parks							Greenways and Trails			Land Conservation	Private Community Recreation or Conservation Asset <i>*NEW*</i>
	County Park	County Park Conservation Area	Regional Park	Regional Park Reserve	Regional Bridging Facility and Partnership <i>*NEW*</i>	Regional Special Recreation Feature <i>*NEW*</i>	Regional Cultural Landscape and Open Space Classification <i>*NEW*</i>	Regional Greenway	Community Trail Loop <i>*NEW*</i>	Expanded Greenway Collaborative <i>*NEW*</i>	Conservation Focus Area	
Location	Proximity to community and/or where resource allows.	Within a Conservation Focus Area, or along existing or future greenway, or areas of exceptional natural or cultural features where preservation and protection is warranted.	Natural setting contiguous to water preferred.	Where natural resource occurs.	Connected to park, natural area or greenway. 10 min walk bike from priority population, within park or greenway search area (as defined by the vision plan).	Where most advantageous for the special recreation feature and the overall park system.	Where natural resource occurs.	Independent, wide corridor with opportunities to improve and protect natural and cultural resources and trail.	Up to 10 trail miles creating a loop anchored by a regional greenway. Where feasible, 50% of trail experience away from roads. Priority for lake loop trails.	In parks and open space that is along greenway. Priority for lake loop trails and recreation at trailheads.	Preliminary Conservation Focus Areas identified in the 2020 Land Conservation Plan and where resource occurs.	Where resource occurs.
Development	Basic, popular, signature as defined by park long-range plan. May include active recreation and specialized uses.	At a minimum: greenway, boundary signage, parking, basic trail, kiosk, access to defining feature. Additional facilities or service provision as guided by a long-range plan.	Basic, popular, signature as defined by park long-range plan.	Basic, popular, signature as defined by park long-range plan.	Basic, popular, may have specialized features related to outdoor education as identified in a long-range plan.	As defined by long-range plan.	Standards are being developed by Metropolitan Council and Implementing Agencies as part of the 2050 Regional Parks Policy Plan.	ADA accessible, paved trail suitable for walking and biking uses, wayfinding, trailhead facilities. Other trail-based recreation as defined by long-range plan.	ADA accessible, paved trail suitable for walking and biking uses, wayfinding.	Collaboration with cities on nature-based recreation features such as boating access, fishing piers, nature play, mountain biking, foraging forests/gardens, community gardens, walking trail loops, sledding, x-country skiing, camping, picnicking, interpretation, art.	Not applicable.	Site specific.
Examples	Thompson County Park, Dakota Woods Dog Park	9 existing sites	Lake Byllesby, Lebanon Hills	Miesville Ravine, Spring Lake Park Reserve	Thompson Park Activity Center	Silverwood Park (Three Rivers Park District)	Classification in development	Minnesota River, River to River Greenway	Hastings 10-mile loop (city)	Cobblestone lake loop (city), East Lake park loop (city)	As Identified in the 2020 Dakota County Land Conservation Plan	Buck Hill Dodge Nature Center Golf Courses Mt. Olivet Retreat Center

DISCUSSION DRAFT 12/10/24– New Park Search Areas, Candidate Sites, and Greenway Search Areas

Area <i>corresponds to ID on maps</i>	Name	Location	Partnership Opportunity	Suitability/Feasibility	Recommendation	
Regional Park or Partnership Candidates						
North Mississippi River Search Area	N -P1	Thompson/Kaposia/Kaposia Landing	West St. Paul, South St. Paul	South St. Paul	<ul style="list-style-type: none"> All land in County/City ownership. Combined unit meets size minimum of 100 acres. Lakes and streams present. Serves underrepresented populations in northern Dakota County. 	<ul style="list-style-type: none"> North - Mississippi River Search Area, regional park candidate site for further exploration. Explore Regional Park Status with Met Council and South St. Paul. Explore Bridging Facility Status for Thompson Park Center with Met Council, West St. Paul, and ISD 197.
	N-P2	Swing Bridge Marina	Inver Grove Heights	Inver Grove Heights (Heritage Park), MN DNR boat launch, NPS	<ul style="list-style-type: none"> Some land in County/City ownership, some private. Has potential to meet regional park desired 200-acre size. Mississippi River frontage. Public motorized boat landing service gap. High visibility, easy vehicle access. 	<ul style="list-style-type: none"> North - Mississippi River Search Area, regional park or regional special use candidate site for further exploration.
	N-P3	Marcott Lakes Nature Center	Inver Grove Heights	Dodge Nature Center	<ul style="list-style-type: none"> Land in private ownership, some protected by conservation easements. Could meet 200 acres desired size for regional park. Lakes present. Within Conservation Focus Area. Serves underrepresented populations in northern Dakota County. 	<ul style="list-style-type: none"> North - Mississippi River Search Area, regional park or regional special use candidate site for further exploration. Feasibility study needed.
	N-P4	Pine Bend Bluffs – River Lake Area	Inver Grove Heights	NPS, private marina	<ul style="list-style-type: none"> Some land in public ownership, some private. Mississippi river frontage. Public motorized boat landing service gap. Somewhat remote. Within Conservation Focus Area. 	<ul style="list-style-type: none"> North - Mississippi River Search Area, regional park or regional special use candidate site for further exploration.
Minnesota River Search Area	MN- P1	MN River Bluffs – Ft Snelling	Mendota Heights, Mendota	Fort Snelling State Park, Native American Leaders, Mendota Heights, Mendota	<ul style="list-style-type: none"> Land in public ownership. Unique opportunity to develop a cultural district including both Indigenous and Euro-American stories. Potential to improve recreation and natural resource management on Fort Snelling State Park land to improve nature-based recreation for northern Dakota County. Celebrates Minnesota River. Within Conservation Focus Area. 	<ul style="list-style-type: none"> Minnesota River Search Area, regional special use candidate site or partnership project for further exploration.
	MN-P2	US Fish and Wildlife Refuge	Burnsville	US Fish and Wildlife Refuge	<ul style="list-style-type: none"> Land in public ownership. Potential to improve recreation and natural resource management on US Fish and Wildlife land to improve nature-based recreation for western Dakota County. 	<ul style="list-style-type: none"> Minnesota River Search Area, regional special use candidate site or partnership project for further exploration.
	MN-P2	Minnesota River Quadrant Quarry Lake (long-range)	Burnsville	Gravel mining companies, US Fish and Wildlife Service, Burnsville	<ul style="list-style-type: none"> Land in private ownership designated for redevelopment. Minnesota River Frontage. Opportunity to establish new park with gravel lake along with reclamation and redevelopment. Consistent with City of Burnsville plans for area. Within Conservation Focus Area. 	<ul style="list-style-type: none"> Minnesota River Search Area, regional park candidate site (long-term).
Western Search Area	W-P1	Rudy Kramer Nature Preserve	Burnsville	Burnsville	<ul style="list-style-type: none"> Land in City ownership. On Lake Marion Greenway. Serves underrepresented population in Burnsville. Current mix of sports and nature has ability to introduce more people to nature. 	<ul style="list-style-type: none"> Western search area, bridging facility or partnership candidate site for further exploration.
	W-P2	Terrace Oaks Park	Burnsville	Burnsville	<ul style="list-style-type: none"> Land in City ownership. Serves underrepresented population in Burnsville. Meets 200-acre threshold for regional park. Does not benefit from lakes or rivers. Terrace Oaks East and West are 240 acres. 	<ul style="list-style-type: none"> Western search area, bridging facility or partnership candidate site for further exploration.

Area <i>corresponds to ID on maps</i>	Name	Location	Partnership Opportunity	Suitability/Feasibility	Recommendation
W-P3	Murphy Hanrehan Regional Park	Scott County	Three Rivers Park District	<ul style="list-style-type: none"> Existing regional park reserve. Has potential to serve Burnsville and Lakeville better if it had additional popular regional park facilities like picnicking. 	<ul style="list-style-type: none"> Western search area, explore partnership with Three Rivers Park District to add facilities that better serve area residents.
W-P4	Ritter Farm Area – Lake Marion Park	Lakeville	Lakeville	<ul style="list-style-type: none"> Some land in City ownership, some private. Combined area of Ritter Farm, lakefront on Bury property, and Casperson Park would include the mix of recreation and natural resources found in regional parks. Meets 200-acre threshold for regional park. Lakefront. Within Conservation Focus Area. 	<ul style="list-style-type: none"> Western search area, regional park or partnership candidate site for further exploration.
Greenway Corridor Candidates					
G-1	Lilydale-St. Paul	Lilydale		<ul style="list-style-type: none"> Feasibility Study needed. Connects Cherokee Regional Park and trail in St. Paul. Mile and a half gap from Highway 55 bridge to Cherokee Regional Park on top of bluff. 	<ul style="list-style-type: none"> Propose search corridor.
G-2	Soo Line (feasibility study alignment)	Eagan, Mendota Heights	Eagan, Mendota Heights, MN Vikings	<ul style="list-style-type: none"> Feasibility study complete. Addresses freeway barriers. 3.5 miles. Serves northern Eagan residential growth. 	<ul style="list-style-type: none"> Propose search corridor.
G-3	Highline Trail	Eagan, Burnsville	Eagan	<ul style="list-style-type: none"> Six-mile extension of Veteran’s Memorial Greenway to the east. Facility 90% in place. Feasibility study for Burnsville segment needed. 	<ul style="list-style-type: none"> Propose search corridor.
G-4	Farmington-Lakeville	Lakeville, Farmington	Farmington, Lakeville	<ul style="list-style-type: none"> Feasibility study needed. Most land in private ownership. Seven mile east-west connection between North Creek and Lake Marion Greenways. Potential to establish corridor in advance of/along with development. 	<ul style="list-style-type: none"> Propose search corridor.
G-5	Empire Greenway – mining lakes (long-range)	Empire	Gravel mining companies	<ul style="list-style-type: none"> Feasibility study needed. Most land in private ownership. Establishes greenway through mining areas prior to re-development for approximately four miles, Opportunity to create greenway and lake loop trails along with reclamation activities post mining. 	<ul style="list-style-type: none"> Propose search corridor.
G-6	Vermillion Highlands to Vermillion River	Empire	Empire	<ul style="list-style-type: none"> Feasibility study needed. Most land in public ownership. Greenway with trail following edge of Vermillion Highlands WMA. Addition of 6-mile greenway would create a 14-mile recreational loop trail. 	<ul style="list-style-type: none"> Propose search corridor.
G-7	Lake Byllesby Greenway	Randolph, City of Randolph, Waterford, Sciota	MnDNR, City of Randolph, Randolph Township	<ul style="list-style-type: none"> Current partnership with MnDNR, part of planned Mill Towns State Trail Connection between Lake Byllesby east and west sections, currently identified in the Lake Byllesby Regional Park Master Plan. Brining into regional system will make regional funding available for implementation. 	<ul style="list-style-type: none"> Propose search corridor.
G-8	Highway 52 Trail	Inver Grove Heights, West St. Paul		<ul style="list-style-type: none"> Feasibility study needed. Most land in public ownership. Six of eight miles existing. Would allow regional funding for gaps. Increases proximity to greenway for West St. Paul, South St. Paul, and Inver Grove Heights Residents. 	<ul style="list-style-type: none"> Propose search corridor.
G-9	Lebanon Greenway to Mississippi River Greenway	Inver Grove Heights	Inver Grove Heights	<ul style="list-style-type: none"> Feasibility study needed. Five miles connecting Lebanon Greenway to Mississippi River Greenway. Addresses east west service gap in northeastern part of County. 	<ul style="list-style-type: none"> Propose search corridor.



Dakota County Parks 2050 Vision Plan

Lil Leatham, Principal Planner
Niki Geisler, Parks Director
Physical Development Committee of the Whole
January 14, 2024

Overview



1. 2050 Vision Framework
 - Vision & Core Values (review)
 - Goals (new)

2. Strategies for new parks and greenways

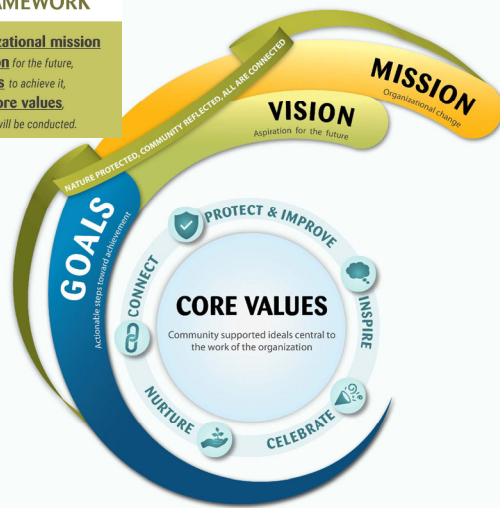
Vision Framework



CREATING A

VISION FRAMEWORK

Support the **organizational mission** by expressing a **vision** for the future, formulating the **goals** to achieve it, and articulating the **core values** by which the mission will be conducted.



VISION

*Nature
Protected,
Community
Reflected,
All Are
Connected*

Vision Framework - Goals



Dakota County Parks will:

1. Nurture the reciprocal relationship between people and nature.
2. Cultivate belonging by engaging and serving the whole community, with an emphasis on those that are under-represented in the outdoors.
3. Provide core services and amenities at a level where people feel safe, have a positive experience, and become return visitors.
4. Create dynamic spaces with signature recreation experiences.

Vision Framework - Goals



Dakota County Parks will:

5. Expand environmental stewardship through outdoor programs, learning, and volunteerism.
6. Offer opportunities to improve physical, mental, and spiritual health.
7. Strengthen partnerships with Tribal Nations and Indigenous communities to protect culturally significant lands and traditions within parks.
8. Locate new park units close to people or to protect natural areas and recreation assets.
9. Lead on ecological health and climate resilience.

Vision Framework - Goals



Dakota County Parks will:

10. Elevate cultural richness through arts, historic preservation, and interpretation.
11. Seek values-based and mission-driven partnerships.
12. Care for the system through sustainable and innovative funding.
13. Invest in a diverse and thriving Parks Department workforce that represents the communities we serve.
14. Support sustainable economic development.

New Park and Greenway Units

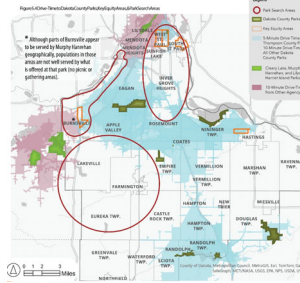


Goal 8

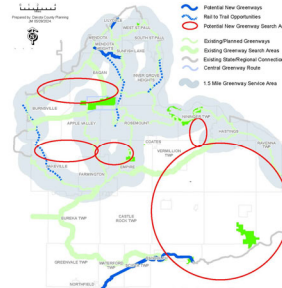
Locate new park units close to people or to protect community open space and recreation assets.

Strategies for discussion:

- A. New search areas to locate new parks and greenways close to people
- B. Expand Greenway Collaborative to partner with cities for more nature-based recreation along greenways
- C. Community trail loops



Park Service Area Gaps



Greenway Service Area Gaps

New Park and Greenways



Process

- Discussed with County Commissioners.
- Met with City Staff.
- Candidate sites refined by project team.

Tools to address needs



Regional System

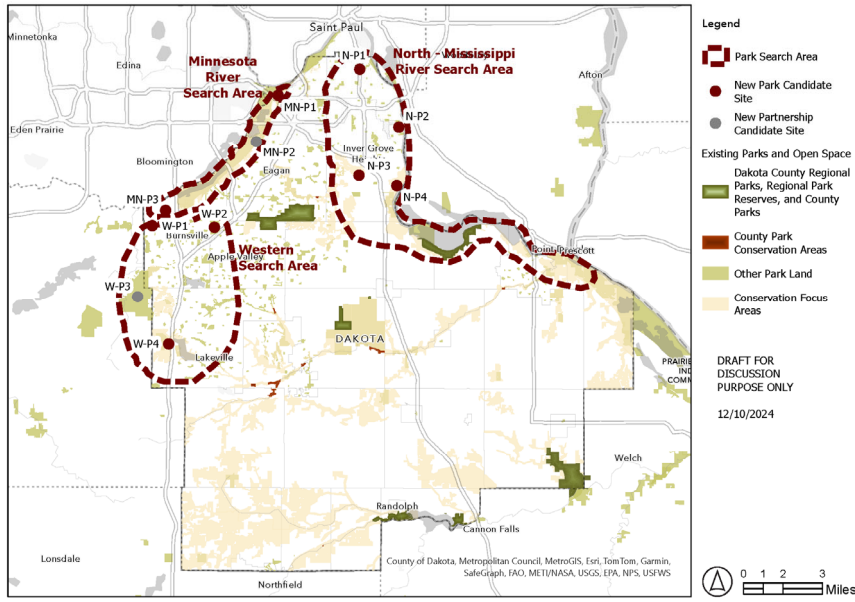
- Regional Park
- Regional Park Reserve
- Regional Greenway
- Expanded Greenway Collaborative *
- Bridging Facility*
- Special Recreation Feature*
- Cultural Landscape and Open Space Classification*

County System

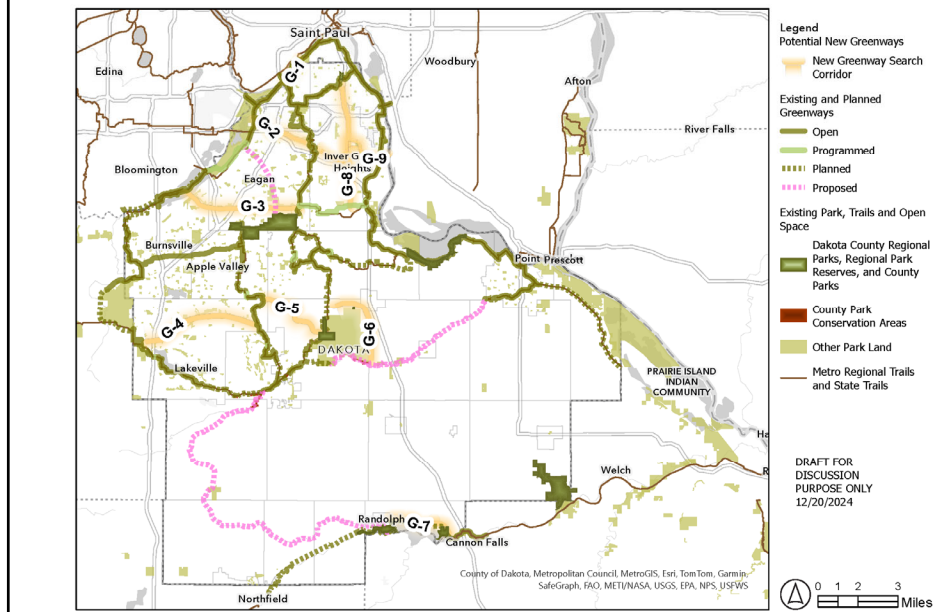
- County Park
- County Park Conservation Area*
- Community Trail Loop*

*New for Dakota County since 2030 Plan

A. Park Search Areas



A. Greenway Search Corridors

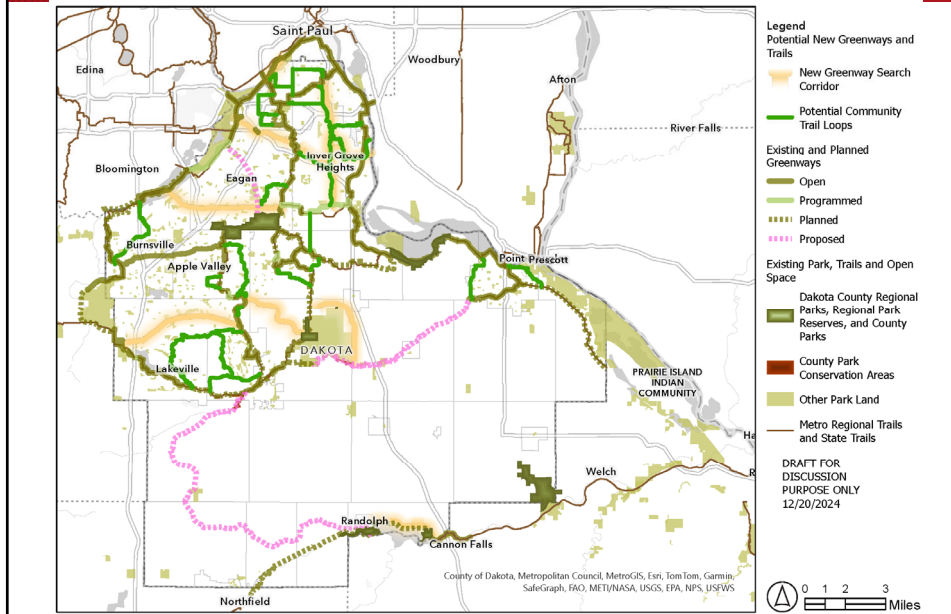


B. Expand Greenway Collaborative



- B. Expand collaboration efforts to include partnership to advance equity and accessibility in the outdoors.
 - Provide more nature-based recreation offerings.
 - County would help fund, city would construct and maintain.
 - Examples:
 - Fishing piers
 - Walking scale accessible trail loops
 - Nature play areas
 - Overlook

C. Community Trail Loop Concept



C. Community Trail Loop Concept



- Locally led trail loops connected to greenways
- Possibilities for County support
 - Less – Political and technical support
 - Some – Grant writing support, potential local match
 - More – Cost share partnerships with cities to build
 - Most – Cost share partnership to operate

- A. Support for new park and greenway search areas?
 - *New units would be further explored in each search area.*
- B. Support for expanded regional greenway collaborative concept?
- C. Support for community greenway loops concept?



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-3839

Agenda #: 8.1

Meeting Date: 1/14/2025

Adjournment