



Dakota County

Board of Commissioners

Agenda

Tuesday, March 24, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

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

Commissioners may participate in the meeting by interactive technology.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Audience**

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

4. **Agenda**

- 4.1 Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

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

- 5.1 Approval of Minutes of Meeting Held on March 3, 2026

6. **Items Recommended by Board Committee***

- 6.1 *Parks* - Approval Of Schematic Design For West Lake Byllesby Regional Park Master Plan Improvements
- 6.2 *Parks* - Approval Of Schematic Design For Lake Byllesby Regional Park Campground Building And Amendment of Project Budget
- 6.3 *Central Operations Administration* - Approval Of Amended Bylaws For Dakota County Disability Advisory Council

- 6.4 *Elections* - Schedule County Canvassing Board Meeting For 2026 Primary And General Elections And Selection Of Commissioners To Serve On Canvassing Board
- 6.5 *Elections* - Authorization To Establish Absentee Ballot Board
- 6.6 *Elections* - Authorization To Execute Joint Powers Agreement Between Dakota County And Cities And Townships In Dakota County To Conduct Postelection Review
- 6.7 *Environmental Resources* - Authorization To Approve Letter From Dakota, Carver And Scott Counties To Minnesota Board Of Water And Soil Resources On New Approach To Restoring Minnesota River

7. **Central Operations**

- 7.1 *Office Of Risk Management* - Authorization To Apply For 2025 Emergency Management Performance Grant With Minnesota Department Of Public Safety
- 7.2 *Information Technology* - Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With Dakota 911 And Terminate Existing Fiber Joint Powers Agreement
- 7.3 *Central Operations Administration* - Approval Of Amended And Restated Joint Powers Agreement For Criminal Justice Network Board
- 7.4 *Finance* - Report On Invoices Paid In February 2026

8. **County Attorney**

- 8.1 *Attorney* - Authorization To Execute Agreements To Provide Legal Services To Dakota County Electronic Crimes Task Force And Dakota County Domestic Preparedness Committee

9. **Community Services**

- 9.1 *Public Health* - Authorization To Execute Joint Powers Agreements With School Districts For On-Site Vaccinations Clinics
- 9.2 *Community Corrections* - Authorization To Execute Management Control Agreement With Minnesota Information Technology Services
- 9.3 *Social Services-Children and Family Services* - Authorization To Execute Contract With Power Of Partnership, Inc., DBA SafeGenerations, For Children And Family Practice Model And Workplace Belonging Services

- 9.4** *Social Services-Aging & Disability Services* - Authorization To Execute Joint Powers Agreement Amendment With City Of Farmington To Add Accessible Features In Public Spaces For Inclusion For Adults And Youth With Disabilities
- 9.5** *Employment and Economic Assistance* - Authorization To Add 11 Full-Time Equivalent Financial Assistant Specialist II Positions In Employment and Economic Assistance Department

10. Physical Development

- 10.1** *Environmental Resources* - Authorization To Submit Clean Water Fund Competitive Grant Application For Well Seal Grants
- 10.2** *Facilities Management* - Authorization To Execute Third Contract Amendment With Ebert, Inc., dba Ebert Companies, For Wentworth Library Renovation
- 10.3** *Facilities Management* - Authorization To Award Bid And Execute Contract With Ebert Inc. To Provide Compactors And Storage Facilities For Recycling Zone Plus Project
- 10.4** *Facilities Management* - Authorization To Award Bid And Execute Contract With Stahl Construction To Provide Construction Services For Burnhaven Library Renovation
- 10.5** *Transportation* - Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization And City Of Lakeville, For Lake Marion Phosphorus Treatment Project, County Project 50-19
- 10.6** *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 10.7** *Transportation* - Authorization To Execute Contract Amendment With Stonebrooke Engineering, Inc., For Americans With Disabilities Act-Compliant Pedestrian Ramp Design Services For Countywide 2026 Preservation Of Paved Highway Surface Projects
- 10.8** *Transportation* - Authorization To Execute Joint Powers Agreement With City Of West St. Paul For County Road 4 Improvements In West St. Paul, County Project 04-017
- 10.9** *Parks* - Authorization To Execute New Consultant Contract With SRF Consulting Group, Inc., For Final Design Services, Construction Administration, And Construction Inspection For Lebanon Hills Regional Park Sustainable Trail Study Implementation In Cities Of Eagan And Apple Valley, County Project 2000235

- 10.10 *Parks* - Authorization To Execute Joint Powers Agreement With South St. Paul For Natural Resources Restoration Projects Within Select Parks
- 10.11 *Parks* - Authorization To Submit Clean Water Fund Grant Application For Spring Lake Park Reserve Ravine Stabilization Project
- 10.12 *Parks* - Authorization To Acquire And Restore Conservation Easement On Coughlin Property
- 10.13 *Physical Development Administration* - Authorization To Schedule Public Hearing For Dakota County Fiscal Year 2026 One-Year Action Plan For Community Development Block Grant, HOME Investment Partnerships, And Emergency Solutions Grant Programs
- 10.14 *Physical Development Administration* - Approval Of Minnesota Department Of Natural Resources Addition To Gores Pool #3 State Wildlife Management Area

11. Public Services and Revenue

- 11.1 *Public Services and Revenue Administration* - Approval Of Application For Assemblage Of Large Numbers Of People License Submitted By Farmington Area Enhancement Group

REGULAR AGENDA

12. County Board/County Administration

- 12.1 *Human Resources* - Recognition Of HEROES And IDEA Leadership Award Recipients

13. Interagency Reports/Commissioner Updates

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

14. County Manager's Report

15. Information

15.1 Information

See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Adjournment

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

**Dakota County Board meeting agendas are available online at
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Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



Board of Commissioners

Request for Board Action

Item Number: DC-5498

Agenda #: 4.1

Meeting Date: 3/24/2026

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-5499

Agenda #: 5.1

Meeting Date: 3/24/2026

Approval of Minutes of Meeting Held on March 3, 2026



Dakota County

Board of Commissioners

Minutes

Tuesday, March 3, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

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

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

Commissioner Atkins attended the meeting remotely via interactive technology.

2. Pledge of Allegiance

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

3. Audience

Chair Halverson noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us

Online comments were distributed to Commissioners.

The following people came forward with comments:

Debbie Donahoe (Hastings); Property Tax
Matt (address not provided); Grants of Authority
Abdikareem Hurreh (Rosemount); ICE/Elections
Michael Schornak (Eagan); Property Tax/ICE/Elections
Laura Doty (Mendota Heights); Elections
Cyndi Berg (Farmington); Safetynet Resources
David Hahn (Apple Valley); Elections
Pete Malamen (Eagan); ICE
Pastor Tim Maybee (Amazing Grace-Inver Grove Heights); ICE
Melissa Loe (Apple Valley); Rental Assistance/Elections

4. Agenda

- 4.1** Resolution No: 26-084
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 7

5. Presentation

- 5.1** Metropolitan Mosquito Control District Annual Presentation

Alex Carlson, Metropolitan Mosquito Control District Public Affairs Manager presented the annual Mosquito Control District presentation. Alex spoke to District services, mosquito life cycle and control, overview of mosquitoes in Minnesota, 2025 season overview and 2026 season plans and financial update. Brian, Office Manager (Rosemount Facility), Daniel Huff (Executive Director) and Maria Mancilla-Diaz were available for questions.

CONSENT AGENDA

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the Consent agenda was approved as follows:

6. County Administration - Approval of Minutes

- 6.1** Resolution No: 26-085
Approval of Minutes of Meeting Held on February 17, 2026

Motion: Mary Hamann-Roland

Second: Mike Slavik

Ayes: 7

7. Central Operations

- 7.1** Resolution No: 26-086
Authorization To Execute Contract For Fiber Optics Network Maintenance And Engineering With Local Government Information Systems

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the County had a three-year contract with Local Government Information Services for fiber network services since 2023; and

WHEREAS, the current contract is expiring, and Dakota County continues to require a contract for fiber optic network maintenance and engineering; and

WHEREAS, the County received a contract renewal proposal form Local Government Information Systems for fiber network services from March 1, 2026, until February 28, 2027; and

WHEREAS, the Local Government Information Systems is willing and capable of providing services; and

WHEREAS, the County 2026 fiber maintenance will cost \$398,630; and

WHEREAS, sufficient funding is available in the 2026 budget.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract with Local Government Information System (LOGIS) for fiber network services in an amount not to exceed \$398,630 with an effective date of March 1 2026 and terminating on February 28, 2027, subject to approval by the County Attorney's office as to form.

Ayes: 7

7.2 Resolution No: 26-087
Authorization To Execute Contract Renewal With Granicus, Inc., For Agenda Management Software

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, it is in the interest of the citizens of Dakota County that the Board of Commissioners participate in state legislative and administrative rule-making processes to ensure that County interests are properly considered in the adoption of legislation and rules; and

WHEREAS, Dakota County currently has a contract with Granicus, Inc. for agenda management; and

WHEREAS, the current contract with Granicus, Inc. for agenda management software ends on March 27, 2026; and

WHEREAS, the County requires a contact renewal from Granicus, Inc. for agenda management; and

WHEREAS, the County received a twelve-month renewal quote from Granicus starting on March 28, 2026 and ending on March 27, 2027, Inc for \$31,144.51; and

WHEREAS, sufficient funding is available in the 2026 budget; and

WHEREAS, staff recommend renewal of the contract with Granicus, Inc., for agenda management software for a one-year contract.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Commissioners hereby authorizes the Deputy County Manager to execute a one-year contract renewal with Granicus, Inc., for agenda management software in an amount not to exceed \$31,144.51, subject to approval by the County Attorney's Office as to form.

Ayes: 7

8. County Board/County Administration

8.1 Resolution No: 26-088
Authorization To Amend Contract With Deloitte Consulting For Benefits Consulting Services In 2026

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Deloitte Consulting has been the County’s benefits consultant for over 25 years; and

WHEREAS, Deloitte assists the County annually with things such as the development of required reports; providing financial analysis of paid claims experience; ongoing review of the third-party administrator accountability; and providing analysis and consultation in establishing each years renewal premiums; and

WHEREAS, In 2026, Deloitte assisted the County with issuing a Request for Proposals (RFP) to assess and select vendors to provide Dental, Vision, and Life & Disability plans for 2027. Deloitte will also provide consultation in the preparation of the GASB Actuarial Valuation Data which is a requirement every two years; and

WHEREAS, Deloitte’s professional fees are based on an estimate of the actual time spent on the project and the billing rate of team members who perform the work not to exceed \$136,000; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Human Resources Director to execute the contract with Deloitte Consulting LLP for consulting services not to exceed \$136,000, substantially as presented on March 3, 2026 and subject to approval by the County Attorney’s Office as to form.

Ayes: 7

9. Community Services

9.1 Resolution No: 26-089
Authorization To Submit Grant Application To Minnesota Department Of Public Safety Office Of Justice Programs For Crisis Response Grants

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, on February 3, 2026, the Department of Public Safety (DPS) Office of Justice Programs (OJP) released a request for proposal (RFP) for the purpose to fund local law enforcement agencies and local governments to start, maintain, or expand crisis response teams in which social workers or mental health professionals serve as first responders when calls for service involve an individual in crisis; and

WHEREAS, funding may support a range of models including Crisis Intervention Teams (CIT), mobile crisis teams, co-responder models, alternative response

teams (ART), and other social worker/mental health-led response approaches that improve safety, reduce unnecessary justice system involvement, and connect individuals to appropriate care; and

WHEREAS, Dakota County is a statewide leader in providing a continuum of coordinated law enforcement and mental health crisis response, and Dakota County's continuum includes 24/7/365 mobile crisis response, crisis follow-up, and crisis stabilization services; and

WHEREAS, Dakota County's crisis continuum is funded by county levy, third party billing, state grants and American Rescue Plan Act (ARPA); and

WHEREAS, Dakota County's DPS OJP grant application will focus on sustaining joint law enforcement mental health activities as American Rescue Plan (ARP) funding is exhausted, specifically the Embedded Social Worker program; and

WHEREAS, the grant period is anticipated to be approximately 23-24 months, beginning on or around August 1, 2026, and ending June 30, 2028, and the maximum amount an applicant can propose is \$300,000 for the grant period; and

WHEREAS, indirect costs can be requested in one of the following ways: budget expenses directly in eligible categories, using the Federally Negotiated Indirect Cost rate, and using the 15 percent de Minimis Indirect Cost Rate; and

WHEREAS, Dakota County's application will maximize the allowable indirect rate; and

WHEREAS, applications are due March 16, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager to submit an application to the Minnesota Department of Public Safety for Crisis Response Grant funds in an amount up to \$300,000 for the period of August 1, 2026 through June 30, 2028.

Ayes: 7

9.2 Resolution No: 26-090
Authorization To Apply For Department Of Human Services Innovation Grant Funds

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, according to the US Department of Housing and Urban Development, people with disabilities experience homelessness at a rate that is two and half times higher than that of the overall population in the United States; and

WHEREAS, this disparity is driven by a shortage of affordable, accessible, and integrated housing options, as well as the complex navigation required to secure

such housing; and

WHEREAS, demand for Dakota County's emergency shelter exceeds available capacity and current referral data shows that requests for shelter are double the number of beds available; and

WHEREAS, without targeted assistance, these residents may remain in shelter longer, experience worsening health and instability, and are at higher risk of using crisis systems in the future; and

WHEREAS, Dakota County operates two emergency shelters, one for families and one for single adults; and

WHEREAS, Dakota County's single's shelter consistently serves people with disabilities who need support with housing navigation; and

WHEREAS, Dakota County is seeking state funding through the Department of Human Services (DHS) Innovation Grant to help cover the costs of housing search and short-term support services for single adults with disabilities who are experiencing homelessness and staying in emergency shelter; and

WHEREAS, this project will provide individualized, disability-informed and culturally responsive assistance to residents with disabilities who are eligible to receive Home and Community Based Services (HCBS) and Housing Support funding and who may face barriers to securing stable housing, including limited income, accessibility needs, and difficulty navigating complex housing systems; and

WHEREAS, this funding would allow Dakota County to deliver services to approximately 50-60 clients annually within the emergency shelter program, removing barriers to housing and speeding up the transition process from shelter to permanent housing for people with disabilities, leading to successful placements in stable housing, and improved long-term housing retention; and

WHEREAS, DHS released a two-part request for proposal January 6, 2026, with a letter of interest due January 27, 2026, and a full proposal due March 25, 2026; and

WHEREAS, DHS is notifying applicants March 4, 2026, if they are invited to submit a full proposal for a two year term starting July 1, 2026 through June 30, 2028; and

WHEREAS, if invited to submit a full proposal, Dakota County's will be for an amount up to \$210,000 and include Indirect/Admin costs at the grant maximum allowed level of 10 percent.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager to submit an application to the Minnesota Department of Human Services for Innovation Grant funds in an amount up to \$210,000 for the period of July 1, 2026 through June 30, 2028.

Ayes: 7

10. Physical Development

- 10.1** Resolution No: 26-091
Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Community Development Agency (CDA) administers the entitlement funds of the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program for Dakota County, and a special allocation of HOME American Rescue Plan Act funds; and

WHEREAS, funds expended from previously approved projects for Fiscal Years 2021-2025 of the CDBG, HOME, and ESG programs and special allocations must be ratified by the Dakota County Board of Commissioners; and

WHEREAS, the CDBG entitlement expenses from October 1, 2025-December 31, 2025, totaled \$290,048.66; and

WHEREAS, the HOME entitlement and special allocation expenses from October 1, 2025-December 31, 2025, totaled \$223,510.91; and

WHEREAS, the ESG entitlement allocation expenses from October 1, 2025-December 31, 2025, totaled \$17,951.23; and

WHEREAS, the CDA has paid the requests for payment associated with the CDBG, HOME, and ESG programs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the requisitions to the U.S. Department of Housing and Urban Development for \$531,510.80 for October 1, 2025-December 31, 2025, as presented.

Ayes: 7

- 10.2** Resolution No: 26-092
Authorization To Execute Development Contract With City Of Lakeville For Recycling Zone Plus Project

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Facilities Capital Improvement Program (CIP) Adopted Budget authorized the Recycling Zone Plus project; and

WHEREAS, a development contract is a requirement to receive the building permit; and

WHEREAS, the cash requirement for the development contract is \$196,423.91; and

WHEREAS, the security requirement is \$352,746.93; and

WHEREAS, the development contract prepared by the City of Lakeville has been reviewed by the County Attorney's Office, Risk Management, Facilities Management, and Contracts staff; and

WHEREAS, funding for the project is within the approved Facilities CIP Adopted Budget total of \$21,150,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with the City of Lakeville, 20195 Holyoke Ave, Lakeville, MN 55044, in an amount not to exceed \$196,423.91 plus a security requirement of \$352,746.93, for the Recycling Zone Plus project, substantially as presented and attached, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.3 Resolution No: 26-093

Authorization To Award Bid And Execute Contract With Meisinger Construction Company, Inc. To Provide General Contractor Services For Construction Of Hastings Government Center Fuel Island

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Facilities Capital Improvements Program (CIP) includes the relocation and replacement of the Hastings fuel island; and

WHEREAS, the fuel island, in its current location, would need to be completely rebuilt and general site improvements would be needed to meet Minnesota Pollution Control Agency requirements; and

WHEREAS, the County contracted with UrbanWorks Architecture, LLC. to prepare final design documents, which were issued for bid in January 2026; and

WHEREAS, one competitive bid was received on February 10, 2026; and

WHEREAS, Meisinger Construction Company, Inc submitted a bid of \$784,400; and

WHEREAS, staff and UrbanWorks reviewed the qualifications of the bidder and recommend award to Meisinger Construction Company, Inc as the lowest responsive and responsible bidder in an amount not to exceed \$784,400 for the Government Center Fuel Island Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Director to execute a contract with Meisinger Construction Company, Inc, 121 Bridgeport Way, South St. Paul, MN 55075, in an amount not to exceed \$784,400 for the Government Center Fuel Island Project.

Ayes: 7

10.4 Resolution No: 26-094

Authorization To Submit Two 2026-2027 Minnesota GreenCorps Host Site Application To Minnesota Pollution Control Agency

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Minnesota Pollution Control Agency, in partnership with the AmeriCorps Program, developed the Minnesota GreenCorps Program (Program) as a statewide initiative to preserve and protect Minnesota's environment while training a new generation of environmental professionals; and

WHEREAS, the Program anticipates placing 58 AmeriCorps members with host sites to assist local governments in addressing environmental priorities for 11 months from September 2026 to August 2027; and

WHEREAS, staff proposes to submit two Host Site Applications to apply for a GreenCorps member; and

WHEREAS, the first application is for a Stormwater and Forestry Minnesota GreenCorps member to support implementation of the 2020-2030 Dakota County Groundwater Plan, strategy 1B4 to "prevent groundwater contamination from chloride"; and

WHEREAS, proposed activities include strengthening implementation of the Dakota County Low Salt No Salt Program; advancing other chloride reduction initiatives in collaboration with partners; reviewing current county practices related to chloride use; conducting education and outreach to residents and large deicing salt users to encourage commitments to reduce salt; and evaluating and identifying smart salting opportunities at Dakota County facilities; and

WHEREAS, the second application is for a Waste Reduction and Recycling Minnesota GreenCorps member to support implementation of the 2024-2044 Dakota County Solid Waste Management Plan, strategy 12 to "launch bi-annual sustainable consumption challenges for residents," strategy 13 to "to implement a formal county sustainable purchasing policy," and strategy 22 to "implement residential waste reduction and reuse programs and opportunities"; and

WHEREAS, proposed activities for the Waste Reduction and Recycling Minnesota GreenCorps Member include expanding waste reduction and reuse opportunities in county operations and facilitating research and implementation of best practice resident education and outreach to prevent wasted food, reduce waste, and increase reuse in the community; and

WHEREAS, the application deadline is March 24, 2026; and

WHEREAS, if selected, Dakota County is expected to provide in-kind

contributions in the form of supervision, training, and operating and equipment costs associated with hosting a Minnesota GreenCorps member, estimated at \$3,600 for each member.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit two Host Site Applications for a Stormwater and Forestry Minnesota GreenCorps member to support chloride reduction efforts and a Waste Reduction and Recycling Minnesota GreenCorps member to support waste reduction and reuse initiatives from September 2026 to August 2027; and

BE IT FURTHER RESOLVED, That, if the application is awarded, the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute Host Site Agreements with the Minnesota Pollution Control Agency, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.5 Resolution No: 26-095
Certification Of Property Assessed Clean Energy Charges For Energy Improvements On Property In City Of Burnsville

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Board of Commissioners approved the joint powers agreement (JPA) with the Port Authority of the City of Saint Paul (Port Authority) by Resolution No. 17-144 (March 21, 2017), designating the Port Authority to implement and administer Property Assessed Clean Energy (PACE) improvement financing on behalf of the County and providing for the impositions of special assessments pursuant to Minn. Stats. §§ 216C.435 and 216C.436 and Chapter 429 and as needed in connection with that program; and

WHEREAS, the County understands that the Port Authority will issue its PACE special assessment revenue bonds to finance the improvements and that the sole security for the bond will be special assessments imposed by the other cities and/or counties participating in PACE; and

WHEREAS, after imposition of the special assessments, the County will collect the assessment payments twice a year and remit them to the Port Authority for use in the repayment of the loan(s) or bond(s); and

WHEREAS, the County will take all actions permitted by law to recover the assessments, including, without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. § 429.071, subd. 4; and

WHEREAS, the special assessment will be certified to the County Treasurer-Auditor and entered into the tax lists for the following year; and

WHEREAS, the annual installment and interest for current and delinquent collections or payoffs will be collected and disbursed at the same time and in the same manner as real property taxes, in accordance with Minn. Stats. §§ 276.11 and 276.111; and

WHEREAS, the special assessment, with accruing interest, is a lien upon the benefited property until paid.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Treasurer-Auditor to extend the proposed special assessment plus accruing interest on the property set forth and listed below:

Property Owner: Prince of Peace Lutheran Church
 Parcel Number: 02-64011-01-010
 Assessment: \$298,000
 Interest Rate: 5.75%
 Finance Period: 10 years
 Accrual Date: 1/1/2027
 ; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the County Treasurer-Auditor to extend the proposed special assessment plus interest on the properties identified herein and record this assessment against the properties with the Dakota County Recorder.

Ayes: 7

- 10.6** Resolution No: 26-096
 Authorization To Award Proposal And Execute Contract With RES Great Lakes, LLC For Spring Lake Savanna Restoration Project

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Natural Resource Management System Plan adopted by Resolution No. 17-274 (May 9, 2017) determined that Parks Natural Resources shall restore the Dakota County Parks System's natural areas; and

WHEREAS, the Spring Lake Park Reserve (SLPR) 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, funding for this restoration work will be derived from the Minnesota Legislature's 2022 Outdoor Heritage Fund Grant, which was authorized by Resolution No. 22-334 (August 23, 2022), and from the state Environment and Natural Resources Trust Fund (ENRTF), which was authorized by Resolution No. 23-130 (March 28, 2023); and

WHEREAS, grant funding is available until June 30, 2028, and additional grant funds will be sought for contracted work occurring after that date (an estimated

\$63,049.78); and

WHEREAS, if no external funding is secured by the end of the existing ENRTF grant, Natural Resources Base Program Funding within the 2028 Parks Capital Improvement Program will be used to complete the contract, or the scope of the contract will be reduced to coincide with the existing grant funding; and

WHEREAS, a request for proposals was prepared and released on December 19, 2025, which will restore 17.1 acres of SLPR; and

WHEREAS, the best value proposal was from RES Great Lakes, LLC for \$241,984.40; and

WHEREAS, in addition to the base bid tasks, bids were received for alternate tasks that included woody and invasive species removal on an additional 34.8 acres; and

WHEREAS, RES Great Lakes, LLC's proposal included a bid of \$513,745.80 for the alternate tasks.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the proposal to and authorizes the Parks Department Director to execute a contract with RES Great Lakes, LLC for the Spring Lake Savanna Restoration Project for the base and alternate tasks for a contract maximum of \$755,730.28, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.7 Resolution No: 26-097

Authorization To Amend Contract With Hoisington Kogler Group Inc. For Miesville Ravine Park Reserve Site Improvement Project

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, by Resolution No. 23-444 (September 26, 2023), the 2024-2028 Parks Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct site developments making Miesville Ravine Park Reserve (MRPR) a better place to serve the adjacent communities; and

WHEREAS, by Resolution No. 24-091 (February 27, 2024), the Board authorized the MRPR Master Plan, which outlines the site improvement plans; and

WHEREAS, by Resolution No. 24-545 (November 12, 2024), the Board approved the selection of Hoisington Kogler Group Inc. (HKGi) to provide professional design services; and

WHEREAS, since December 2024, staff has worked with a design team led by HKGi to progress the design and related review process; and

WHEREAS, by Resolution No. 25-242 (May 20, 2025), the Board authorized the first contract amendment with HKGi due to the complicated physical site conditions and the extensive permitting process; and

WHEREAS, by Resolution No. 25-530 (July 29, 2025), the Board approved the schematic design for the MRPR Site Improvement Project; and

WHEREAS, during the design development, further complicated physical site conditions and the additional permitting process were identified, requiring an additional services fee of \$25,935.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director or designee to enter into a second contract amendment to increase the contract with Hoisington Koegler Group Inc. by \$25,935 to a total of \$298,530, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.8 Resolution No: 26-098
Authorization To Execute Contract With Damon Farber Associates Inc. For
Greenway Systems Plan

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, a system level document for greenways, The Greenway Guidebook, was last adopted in 2010; and

WHEREAS, an updated plan is needed to provide a contemporary vision for Dakota County Greenways; and

WHEREAS, updated system-wide policies and standards are needed to create efficiencies in Greenway planning, development, and operations and maintenance; and

WHEREAS, Dakota County's request for proposals received four responses; and

WHEREAS, staff recommends the selection of Damon Farber Associates Inc. for the Greenway Systems Plan as the best value and strongest proposal; and

WHEREAS, the Parks and Greenways Capital Improvement Program Budget includes \$150,000 in the Greenways System Plan for 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with Damon Farber Associates Inc. to develop the Greenway Systems Plan in an amount not to exceed \$150,000, subject to approval by the County Attorney's Office.

Ayes: 7

10.9 Resolution No: 26-099

Authorization To Execute New Design Contract With KLJ Engineering LLC For Preliminary Design Services For North Creek Greenway, Vermillion Highlands Greenway, And Vermillion River Greenway In Cities Of Farmington, Rosemount, And Empire, County Project 2000233

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a great place to live, Dakota County is proceeding with portions of the North Creek Greenway, Vermillion Highlands Greenway, and Vermillion River Greenway County Project 2000233 for preliminary design consulting services; and

WHEREAS, the County Parks Director recommends executing a contract with KLJ Engineering LLC for engineering consulting services for CP 2000233 for actual costs not to exceed \$641,108.16; and

WHEREAS, by Resolution No. 24-496 (October 08, 2024), the County Board authorized a contract with KLJ Engineering LLC to perform preliminary engineering design consulting services for CP 2000233; and

WHEREAS, the original contract expired on December 31, 2025, and additional design services remain to complete the project; and

WHEREAS, staff recommends executing a new contract with KLJ Engineering LLC to complete the remaining design service in 2026; and

WHEREAS, the 2026 Park’s Capital Improvement Program Budget has sufficient funds to accommodate the design contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with KLJ Engineering LLC, to perform preliminary engineering design consulting services for the North Creek Greenway, Vermillion Highlands Greenway, and Vermillion River Greenway, County Project 2000233 in an amount not to exceed \$641,108.16, which includes a 10 percent contingency, subject to approval by the County Attorney’s Office as to form.

Ayes: 7

10.10 Resolution No: 26-100

Authorization To Execute New Design Contract With KLJ Engineering LLC For Final Design Services For Vermillion Highlands Greenway In City Of Rosemount, County Project 2000234

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a great place to live, Dakota County is proceeding with the Vermillion Highlands Greenway: Rosemount (County State Aid Highway 42

Underpass) Final Design, County Project 2000234, for final design consulting services; and

WHEREAS, the County Parks Director recommends executing a contract with KLJ Engineering LLC for engineering consulting services for CP 2000234 for actual costs not to exceed \$378,500.87; and

WHEREAS, by Resolution No. 24-134 (March 12, 2024), the County Board authorized a contract with KLJ Engineering LLC to perform preliminary engineering design consulting services for CP 2000234; and

WHEREAS, the original contract expired on December 31, 2025, and additional design services remain to complete the project; and

WHEREAS, staff recommends executing a new contract with KLJ Engineering LLC to complete remaining design service in 2026; and

WHEREAS, the 2026 Park's Capital Improvement Program Budget has sufficient funds to accommodate the design contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with KLJ Engineering LLC, to perform preliminary engineering design consulting services for the Vermillion Highlands Greenway: Rosemount (County State Aid Highway 42 Underpass) Final Design, CP 2000234, in an amount not to exceed \$378,500.87, which includes a 10 percent contingency, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.11 Resolution No: 26-101

Authorization To Execute New Contract With Sambatek LLC, For Construction Administration For Mississippi River Greenway Rosemount East In City Of Rosemount, County Project P00109

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

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

WHEREAS, Dakota County is the lead agency for MRG Rosemount East, P00109, and construction started early during the 2024 construction season; and

WHEREAS, the Dakota County Board of Commissioners approved the execution of a contract with Sambatek LLC on December 19, 2023, to provide construction management, inspection, surveying, and material testing for P00109; and

WHEREAS, the Dakota County Board of Commissioners approved the execution of contract amendment one with Sambatek LLC on December 17, 2024; and

WHEREAS, the Dakota County Board of Commissioners approved the execution of contract amendment two with Sambatek LLC on May 25, 2025; and

WHEREAS, the amended contract expired on December 31, 2025, and additional construction administration activities remain to complete the project; and

WHEREAS, no new funds are necessary to accommodate the new contract; and

WHEREAS, staff recommends executing a new contract with Sambatek LLC to replace expired contract DCA21137, which includes construction management, testing, survey, as-built, and inspection services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Assistant County Manager to award a new contract with Sambatek LLC to complete construction management, testing, survey, and inspection services for County Project P00109 in an amount not to exceed \$669,052.97, including reimbursable items, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.12 Resolution No: 26-102

Authorization To Execute Contract With HR Green, Inc. For Professional Design Services County State Aid Highway 43 (Lexington Ave) Trail Gap In City Of Eagan, County Project 43-057

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County, in partnership with the City of Eagan, is proceeding with County Project (CP) 43-057 to improve safety, mobility, and multimodal access along CSAH 43 (Lexington Avenue); and

WHEREAS, Dakota County is the lead agency for CP 43-057 final design; and

WHEREAS, the Adopted 2026 Transportation Capital Improvement Program budget includes sufficient funding for design services; and

WHEREAS, the Transportation Department issued a Request for Proposals (RFP) and evaluated multiple proposals; and

WHEREAS, HR Green, Inc. submitted the most complete and responsive proposal and was selected as the preferred consultant; and

WHEREAS, the City of Eagan concurs with this recommendation; and

WHEREAS, cost participation for construction will follow adopted County policy, and design phase cost participation will be 85 percent County and 15 percent City, consistent with the executed Joint Powers Agreement (JPA).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director, or their designee, to execute a contract with HR Green, Inc. for engineering design consulting services for County Project 43-057 in an amount not to exceed \$194,653.80, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.13 Resolution No: 26-103

Authorization To Accept Grant Funds From 2025 Minnesota Highway Freight Program And Execute Grant Agreement For County State Aid Highway 50 And Interstate 35 Interchange, County Project 50-33

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Minnesota Department of Transportation (MnDOT) requested project funding application submittals for the 2025 Minnesota Highway Freight Program (MHFP), due and submitted by Dakota County for County Project (CP) 50-33 by the deadline of September 3, 2025; and

WHEREAS, the proposed CP 50-33 improvements will enhance long-term freight mobility and safety and accommodate future growth; and

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

WHEREAS, CP 50-33 is included in Dakota County's 2026 to 2030 Capital Improvement Program, estimated at \$66 million for construction; and

WHEREAS, by their letter dated June 9, 2025, the MnDOT Commissioner documented the anticipated funding of interstate/trunk highway project elements using \$40.8 million from the 2025 legislative session trunk highway appropriation, leaving an estimated funding gap of \$25.2 million for CP 50-33 construction costs; and

WHEREAS, by their letter dated February 6, 2026, the MnDOT Commissioner has awarded \$7 million of MHFP funding to Dakota County, to be used for construction of interchange project design elements on County State Aid Highway (CSAH) 50 and CSAH 5 at and near the junctions with the I-35 ramps.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes acceptance of the \$7 million grant awarded under the Minnesota Highway Freight Program for County Project 50-33, the interchange at CSAH 50/5 and I-35; and

BE IT FURTHER RESOLVED That the Dakota County Board of Commissioners hereby authorizes the County Engineer/Transportation Director to execute a grant agreement to accept the \$7 million in funds for construction.

Ayes: 7

10.14 Resolution No: 26-104

Authorization To Approve Letter Of Support To Scott County For Better Utilizing Investments To Leverage Development Grant Application For Highway 13 River, Rail, And Roads Initiative

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Scott County is applying for financial assistance from the United States Department of Transportation (USDOT) to advance the Highway 13 River, Rail, and Roads Initiative that is partially located in the City of Burnsville and Dakota County; and

WHEREAS, the USDOT is requesting project submittals for the Better Utilizing Investments to Leverage Development (BUILD) grant program; and

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

WHEREAS, the Minnesota Department of Transportation (MnDOT), in cooperation with Dakota and Scott Counties and the Cities of Burnsville and Savage, completed a Highway 13 Corridor Vision that includes improvements along the Highway 13 corridor between Nicollet Avenue in Burnsville and Highway 169 in Savage; and

WHEREAS, these corridor improvements include the modification of three intersections in Dakota County at Nicollet Avenue, Chowen Avenue, and Washburn Avenue; and

WHEREAS, the proposed intersection modifications along the Highway 13 corridor will improve safety and the overall operations for commuters, freight, transit, pedestrians, and cyclists throughout the transportation network; and

WHEREAS, elements of the Highway 13 River, Rail, and Roads project are included in County Project 99-028 that is included in the 2026 - 2030 Capital Improvement Programs; and

WHEREAS, project submittals were due on February 24, 2026.

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

Commissioners hereby supports the Scott County-led Highway 13 River, Rail, and Roads Initiative grant application to the United States Department of Transportation for the Better Utilizing Investments to Leverage Development grant program; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to submit a letter of support to the United States Department of Transportation for the Highway 13 River, Rail, and Road initiative for the Better Utilizing Investments to Leverage Development grant application.

Ayes: 7

10.15 Resolution No: 26-105

Authorization To Approve Letter Of Support To Metropolitan Council For Better Utilizing Investments To Leverage Development Grant Application For Interchange Modernization Study

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Metropolitan Council is applying for financial assistance from the United States Department of Transportation (USDOT) to advance the Interchange Modernization Study; and

WHEREAS, the USDOT is requesting project submittals for the Better Utilizing Investments to Leverage Development (BUILD) grant program; and

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

WHEREAS, project submittals were due on February 24, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby supports the Metropolitan Council-led Interchange Modernization Study grant application to the United States Department of Transportation for the Better Utilizing Investments to Leverage Development grant program; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to submit a letter of support to the United States Department of Transportation for the Interchange Modernization Study for the Better Utilizing Investments to Leverage Development grant application.

Ayes: 7

10.16 Resolution No: 26-106

Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, new subdivisions adjoining County highways are reviewed under

the Dakota County Contiguous Plat Ordinance No. 108; and

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

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

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

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

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

AMELIA MEADOWS 3RD ADDITION Lakeville

Ayes: 7

11. Public Services and Revenue

11.1 Resolution No: 26-107

Approval Of Intoxicating Liquor Consumption And Display (Set Up) Permit For United Steel Workers, Local 662

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the United Steel Workers, Local 662 has submitted to the Commissioner of Public Safety an application for an on-business-premises intoxicating liquor Consumption and Display (Set Up) Permit for the period of April 1, 2026 through March 31, 2027; and

WHEREAS, pursuant to Minn. Stat. §340A.414, a Consumption and Display Permit issued by the Commissioner of Public Safety is not effective until approved by the local government where the establishment is located; and

WHEREAS, the United Steel Workers, Local 662 business premise is located in Vermillion Township in Dakota County; and

WHEREAS, the County Attorney and County Sheriff have reviewed the application and find that the applicant is eligible to receive a permit.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following application for an on premises intoxicating liquor Consumption and Display permit for the period of April 1, 2026 through March 31, 2027, and recommends issuance of the permit by the State Alcohol and Gambling Enforcement Division upon payment of the proper fees:

Vermillion Township

United Steelworkers, Local 662 \$297.00 Consumption and Display (Set Up) Permit

Ayes: 7

REGULAR AGENDA

12. Community Services

12.1 Resolution No: 26-108

Proclamation Of March 2026 As Social Work Month In Dakota County

Motion: Mary Hamann-Roland

Second: William Droste

Social Services Deputy Directors Suzanne Tuttle and Katherine Kreager-Pieper presented this proclamation and recognized and thanked social services staff .

WHEREAS, Social Workers positively impact the lives of millions of Americans daily, in hospitals, schools, child welfare agencies, community centers, and within the federal, state and local governments nationwide; and

WHEREAS, for more than a century, Social Workers have worked to improve human well-being, advocate for justice, and support everyone’s basic needs; and

WHEREAS, Social Workers select this profession out of a deep commitment to help uplift, defend, and transform the lives of people, their families and communities; and

WHEREAS, Social Workers assist those navigating trauma, grief, and systemic biases, and help people recover from natural disasters, public health crises, and other issues while transforming their lives in encouraging ways; and

WHEREAS, the 2026 theme, “Social Workers: Uplift. Defend. Transform,” shines a light on the resolute spirit of Social Workers who transform lives while bringing hope, healing, and justice to the communities they serve-especially in times of profound change and challenges.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims March 2026, as Social Work Month, in honor and recognition of the critical contributions of Social Workers across Dakota County, in celebrating and supporting the vital work of Social Workers who uplift, defend, and positively transform our communities each and every day.

Ayes: 7

13. Public Services and Revenue

13.1 2026 Market Value Update

Director of Accessing Services Scott Lyons briefed this item and responded to

questions. This item was on the agenda for informational purposes only.

Information only; no action requested.

14. Closed Executive Session

14.1 Resolution No: 26-109

Approval Of Acquisition Of Property From Rich Valley, LLC In City Of Inver Grove Heights For County Project 32-65 In District Court File No. 19HA-CV-24-2345

Motion: Liz Workman

Second: Joe Atkins

This item did not go into closed session. The Board approved the resolution provided in the confidential memo.

WHEREAS, Dakota County (County) is proceeding with County Project 32-65 (the Project) to reconstruct and realign County State Aid Highway (CSAH) 32 (117th Street) in the City of Inver Grove Heights to provide a safe and efficient transportation system; and

WHEREAS, the purpose of the Project is to meet 10-ton design standards, enhance transportation system efficiency and mobility, reduce access points, improve pavement conditions, and facilitate the phased development of an essential east-west transportation corridor within the region; and

WHEREAS, the Project requires acquisition of right-of-way from 29 privately-owned parcels of real property, including Parcels 2, 3, 4, and 5, as identified by Dakota County Right of Way Map No. 516, owned and operated by Rich Valley, LLC and SKB Environmental, Inc., respectively; and

WHEREAS, Parcels 2, 3, 4, and 5 are subject to ongoing eminent domain proceedings in County of Dakota v. R & M Holdings, LLC, et. al. (District Court File No. 19HA-CV-24-2345); and

WHEREAS, on February 25, 2026, the Dakota County Attorney's Office (CAO) provided a confidential memorandum to the Dakota County Board of Commissioners (County Board) explaining the legal strategy for accomplishing the County's acquisition of the property rights identified in Dakota County Right of Way Map No. 516 as Parcels 2, 3, 4, and 5; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement with Rich Valley, LLC and SKB Environmental, Inc. for the acquisition of property rights identified by Dakota County Right of Way Map No. 516 as Parcels 2, 3, 4, and 5 for a total

amount of \$1,550,000 as being in the best interest of Dakota County, and authorizes the County Attorney to arrange for final payment of the acquisition amount and to effectuate final settlement of the acquisition.

Ayes: 7

15. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

16. County Manager's Report

County Manager Heidi Welsch thanked staff Georg Fischer, Mike Lexvold and Will Wallo for identifying County projects that could be cut to save reserves.

17. Information

17.1 Information

See Attachment for future Board meetings and other activities.

18. Adjournment

18.1 Resolution No: 26-110

Adjournment

Motion: Mike Slavik

Second: Mary Hamann-Roland

On a motion by Commissioner Slavik, seconded by Commissioner Hamann-Roland, the meeting was adjourned at 10:28 a.m.

Ayes: 7

Laurie Halverson
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-5062

Agenda #: 6.1

Meeting Date: 3/24/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Approval Of Schematic Design For West Lake Byllesby Regional Park Master Plan Improvements

RESOLUTION

WHEREAS, the 2018 Lake Byllesby Regional Park Master Plan identified project sites to be developed on the west side of the park; and

WHEREAS, the adopted 2025-2029 Parks Capital Improvement Program includes a project to develop three sites on the west side of Lake Byllesby Regional Park to formalize access and create basic trailhead amenities; and

WHEREAS, staff selected Aune Fernandez Landscape Architects (AFLA) through a Request for Proposals process to provide the design services for this project; and

WHEREAS, an internal Core Planning Group worked with AFLA to develop and refine the project schematic design; and

WHEREAS, access to the Byllesby Bluff site is still pending a decision from Union Pacific Railroad; and

WHEREAS, schematic design level construction cost estimates were prepared to confirm costs aligned with the available funding; and

WHEREAS, cost estimates for the proposed work at the 56 Turnaround site and the 83 Overlook site is within the available project budget, and can proceed according to the original project schedule; and

WHEREAS, staff recommend the work at the Byllesby Bluff site proceed on a different schedule, pending the outcome of the access decision from Union Pacific Railroad; and

WHEREAS, staff recommends that the County Board approve schematic design as presented and shown in Attachment: Schematic Design.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the schematic design for the West Lake Byllesby Regional Park Master Plan Improvements project, subject to the placement of the proposed parking lot for the 83 Overlook site be constructed on the west side of County Road 83.



Board of Commissioners

Request for Board Action

Item Number: DC-5185

Agenda #: 6.2

Meeting Date: 3/24/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Approval Of Schematic Design For Lake Byllesby Regional Park Campground Building And Amendment of Project Budget

RESOLUTION

WHEREAS, the adopted 2025 Parks Capital Improvement Program includes a project that explores the replacement or renovation of campground buildings; and

WHEREAS, this project has received a grant through the Metropolitan Council’s Regional Bonding Modernization Grant program; and

WHEREAS, the 2025 “Campground Buildings and Beach House Replacement Study” recommended new buildings in Lake Byllesby, which include a severe weather component; and

WHEREAS, Bloom Companies prepared schematic-level designs that were cost-estimated in December; and

WHEREAS, design for the construction of a new campground building was estimated at \$2,200,000; this estimate is 20 percent over budget. Scope cuts will be made during design development to bring the estimated costs back within the project budget; and

WHEREAS, staff recommends that the County Board approve schematic design as shown in Attachment: Schematic Design.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the design for the new campground building in Lake Byllesby Regional Park; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2026 Parks Capital Improvement Program as follows:

Expense	
Campground Buildings and Beach House	<u>\$500,000</u>
Total Expense	\$500,000
Revenue	
Parks Lakes and Trails Legacy Fund	<u>\$500,000</u>
Total Revenue	\$500,000



Board of Commissioners

Request for Board Action

Item Number: DC-5209

Agenda #: 6.3

Meeting Date: 3/24/2026

DEPARTMENT: Central Operations Administration

FILE TYPE: Consent Action

TITLE

Approval Of Amended Bylaws For Dakota County Disability Advisory Council

RESOLUTION

WHEREAS, by Resolution No. 24-038 (January 23, 2024), the Dakota County Board of Commissioners (Board) authorized the creation of the Dakota County Disability Advisory Council (DAC); and

WHEREAS, the DAC offers individuals, parents, families, businesses, and community service providers the opportunity to make a difference in how disability access and services are provided in their community; and

WHEREAS, by Resolution No. 25-094 (January 31, 2025), the Board approved the bylaws for the DAC, which prescribed the rules by which the committee will conduct its business; and

WHEREAS, staff recommends revision of the membership structure to allow a flexible range of 15 to 25 members and remove the requirement for a specific number of seats tied to each designated category; and

WHEREAS, staff recommends shifting to a six-meeting-per-year minimum schedule; and

WHEREAS, staff recommends establishing a 50 percent plus one quorum, which reflects best practices for advisory bodies and ensures the Council can reliably conduct business despite vacancies and typical attendance variability.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends Resolution No. 24-038, to allow the Disability Advisory Council to meet every other month; and

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



Board of Commissioners

Request for Board Action

Item Number: DC-5276

Agenda #: 6.4

Meeting Date: 3/24/2026

DEPARTMENT: Elections

FILE TYPE: Consent Action

TITLE

Schedule County Canvassing Board Meeting For 2026 Primary And General Elections And Selection Of Commissioners To Serve On Canvassing Board

RESOLUTION

WHEREAS, the State Primary Election will be held Tuesday, August 11, 2026; and

WHEREAS, the State General Election will be held Tuesday, November 3, 2026; and

WHEREAS, Minn Stat. § 204C.31 requires that the county convene a canvassing board to certify the results after each election; and

WHEREAS, Minn. Stat. § 204C.31 requires the canvassing board to be made up of the county auditor, the court administrator of the district court in that county (or designee), the mayor of the county's most populous city (or designee), and two Board members (or designee); and

WHEREAS, Commissioners Droste, Hamann-Roland, and Workman are not candidates during 2026 elections and are eligible to serve on the 2026 canvassing boards.

NOW, THEREFORE, BE IT RESOLVED, That Commissioners Workman and Hamann-Roland (or designees) serve on the Canvassing Board for the State Primary Election; and

BE IT FURTHER RESOLVED, That Commissioners Workman and Droste (or designees) serve on the Canvassing Board for the State General Election; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules the County Canvassing Board meeting for the State Primary Election on Friday, August 14, 2026, at 3:00 p.m. at the County Administration Center in Hastings; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules the County Canvassing Board meeting for the State General Election on Tuesday, November 10, 2026, at 3:00 p.m. at the County Administration Center in Hastings.



Board of Commissioners

Request for Board Action

Item Number: DC-5281

Agenda #: 6.5

Meeting Date: 3/24/2026

DEPARTMENT: Elections

FILE TYPE: Consent Action

TITLE

Authorization To Establish Absentee Ballot Board

RESOLUTION

WHEREAS, Minn. Stat. § 203B.121 requires that any governing body with the responsibility to accept and reject ballots establish an absentee ballot board; and

WHEREAS, Minn. Stat. § 204B.19 to 204B. 22, requires the Absentee Ballot Board membership must consist of a sufficient number of elections judges in equal number from each of the major political parties in Minnesota; and

WHEREAS, the major political parties of this state provide the Secretary of State's Office with a list of prospective election judges, which in turn is provided to each county; and

WHEREAS, the Ballot Board may also include Deputy County auditors; and

WHEREAS, Dakota County Elections Department is responsible for the administration of absentee voting for the County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby rescinds Resolution No. 22-248 (June 21, 2022); and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners, pursuant to Minn. Stat. § 203B.121 hereby establishes the Dakota County Absentee Ballot Board, with the responsibility to accept or reject absentee ballots cast by voters in Dakota County and absentee ballots cast pursuant to the Uniformed and Overseas Citizen Absentee Ballot Act (UOCAVA), effective for the 2026 State primary election and until this resolution is rescinded; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs the Director of Elections to use the election judge list received from the Office of the Secretary of State to appoint election judges to the County Absentee Ballot Board pursuant to Minn. Stat. § 203B.121; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Elections to appoint trained deputy county auditors to serve on the County Absentee Ballot Board when one or more appointed election judges are unavailable and the Absentee Ballot Board requires additional members to fulfill its statutory obligations.



Board of Commissioners

Request for Board Action

Item Number: DC-5364

Agenda #: 6.6

Meeting Date: 3/24/2026

DEPARTMENT: Elections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement Between Dakota County And Cities And Townships In Dakota County To Conduct Postelection Review

RESOLUTION

WHEREAS, Minn. Stat. § 206.89 requires a postelection review of the state general election by a manual count of the ballots in precincts selected by lot; and

WHEREAS, authorizing the County Election Department to appoint and hire election judges who will conduct the postelection review across all selected precincts streamlines administration and ensures consistency; and

WHEREAS, Minn. Stat. § 206.89 requires a postelection review of the state general election by a manual count of the ballots in precincts selected by lot; and

WHEREAS, authorizing the County Election Department to appoint and hire election judges who will conduct the postelection review across all selected precincts streamlines administration and ensures consistency; and

WHEREAS, using county-appointed election judges will help to maintain uniform standards, party balance, and efficiency during the review process; and

WHEREAS, jurisdictions shall be billed only if their precinct(s) are selected, and then billed actual cost of the hourly salary of election judges.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager to execute joint powers agreements between cities and townships in Dakota County to conduct the postelection review.



Board of Commissioners

Request for Board Action

Item Number: DC-5467

Agenda #: 6.7

Meeting Date: 3/24/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Approve Letter From Dakota, Carver And Scott Counties To Minnesota Board Of Water And Soil Resources On New Approach To Restoring Minnesota River

RESOLUTION

WHEREAS, Dakota County has several watershed management organizations and districts responsible for managing surface water in a watershed; and

WHEREAS, under Minn. Stat. §103D.101, the Minnesota Board of Water and Soil Resources (BWSR) coordinates the planning and implementation activities for watershed districts and watershed management organizations; and

WHEREAS, Carver and Scott counties are requesting authorization of its County Board Chairs to co-sign a letter to BWSR on a new approach to restoring the Minnesota River and the role of the Lower Minnesota River Watershed District.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to co-sign a letter in partnership with Carver and Scott counties to the Minnesota Board of Water and Soil Resources to consider a new approach restoring the Minnesota River and the role of the Lower Minnesota River Watershed District.



Board of Commissioners

Request for Board Action

Item Number: DC-5417

Agenda #: 7.1

Meeting Date: 3/24/2026

DEPARTMENT: Office Of Risk Management

FILE TYPE: Consent Action

TITLE

Authorization To Apply For 2025 Emergency Management Performance Grant With Minnesota Department Of Public Safety

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to apply for the 2025 Emergency Management Performance Grant (EMPG) with the Minnesota Department of Public Safety.

SUMMARY

The Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) have allocated Dakota County \$141,146 from the 2025 EMPG grant. The 2025 Allocation and Match Review document from HSEM is attached for reference. The County's EMPG allocation is calculated by a predetermined formula, primarily based on population.

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

RECOMMENDATION

Staff recommends the Board authorize the Deputy County Manager to submit an application for the Dakota County allocation of the 2025 Emergency Management Performance Grant through FEMA and Minnesota Dept of Public Safety, Division of HSEM.

EXPLANATION OF FISCAL/FTE IMPACTS

The expenditures and required match associated with this grant agreement (\$141,146) are included in the 2026 Risk and Emergency Management budget in the General Fund and are paid for with levy dollars.

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

RESOLUTION

WHEREAS, with approval from the Dakota County Board of Commissioners, Dakota County will apply for the 2025 Emergency Management Performance Grant through the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) as received by

the Federal Emergency Management Agency (FEMA). Dakota County will receive an allocation of \$141,146 in grant funding; and

WHEREAS, the grant period is January 1, 2025, through December 31, 2025; and

WHEREAS, the grant requires 50 percent matching funds from Dakota County and these funds are included in the Risk and Emergency Management budget; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to submit a grant application for the Emergency Management Performance Grant for the amount of \$141,146 with Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA), subject to approval of the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

25-597; 12/16/25

ATTACHMENTS

Attachment: 2025 Allocation and Match Review

BOARD GOALS

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

CONTACT

Department Head: Jenny Groskopf

Author: Kelly Miller

2025 (EMPG) Emergency Management Performance Grant

A-EMPG-2025-DAKOTACO-019

Dakota County

Allocation and Match Information (Review)

This page lists the amount this grant has been given an allocation for.

The overall budget that is set up cannot exceed the total allocation amount listed below.

The total allocation is equal to the Award amount.

If your grant requires a Match, then the total allocation is equal to the Award plus the Match amounts combined .

Program:	A-EMPG
Fiscal Year:	2025
Award:	\$141,146.00
Match:	\$141,146.00



Board of Commissioners

Request for Board Action

Item Number: DC-5462

Agenda #: 7.2

Meeting Date: 3/24/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With Dakota 911 And Terminate Existing Fiber Joint Powers Agreement

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a Fiber Optic Indefeasible Right To Use Agreement (IRU) with Dakota 911 and terminate the existing fiber joint powers agreement.

SUMMARY

In 2018, Dakota County executed a joint powers agreement with Dakota 911 for the use of fiber from the Western Service Center and Rosemount City Hall to the Dakota 911 facility in Empire. Dakota 911 made an initial construction payment of \$10,964 and an annual payment of \$11,076 for use of the fiber for ten years. The agreement was scheduled to expire in 2028.

A new Indefeasible Right to Use Agreement between Dakota County and Dakota 911 has been created to replace the existing joint powers agreement. This will remove a fiber segment that is no longer required by Dakota 911. As a result of reduced fiber needs, the fees the County will receive from Dakota 911 will be reduced from \$11,076 per year to \$7,488.

Pursuant to the Indefeasible Right to Use Agreement, Dakota 911 desires to lease the use of four fibers from Dakota County to connect Dakota 911 to Rosemount City Hall and Dakota 911 to the Western Service Center. This agreement has an initial term of ten years, with two separate five-year renewals.

The fiber segments are described as follows:

Segment 1: This segment consists of two strands of fiber from Dakota 911 at 2860 160th Street West, Rosemount to Western Service Center at 14955 Galaxie Avenue, Apple Valley. The County will own and maintain the fiber in Segment 1. Dakota 911 will have the use of two strands of fiber within the cables. This includes 7.2 miles at the rate of \$65 pair/mile/month for a total monthly charge of \$468 or \$5,616 annually.

Segment 2: This segment consists of two strands of fiber from Dakota 911 at 2860 160th Street West, Rosemount to Rosemount City Hall at 2875 145th Street West, Rosemount. The County will own and maintain the fiber in Segment 2. Dakota 911 will have use of two strands of fiber within the cables. This includes 2.4 miles at the rate of \$65 pair/mile/month for a total monthly charge of \$156 or \$1,872 annually.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute an IRU with Dakota 911 for the use of two strands of fiber at 2860 160th Street West, Rosemount to the Western Service Center at 14955 Galaxie Avenue, Apple Valley, and two strands at 2860 160th Street West, Rosemount to the Western Service Center at 14955 Galaxie Avenue, Apple Valley.

EXPLANATION OF FISCAL/FTE IMPACTS

The existing joint powers agreement, which was scheduled to expire in 2028, will now end in April 2026. This will end the \$11,076 annual payment to Dakota County. The new IRU will include a \$7,488 annual payment from Dakota 911 to Dakota County, which will be recorded as a revenue in the General Fund.

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

RESOLUTION

WHEREAS, Dakota County and Dakota 911 have a joint powers agreement in place for the use of fiber from the Western Service Center and Rosemount City Hall to the Dakota 911 facility; and

WHEREAS, that joint powers agreement will be replaced with an Indefeasible Right to Use Agreement; and

WHEREAS, Dakota 911 desires to obtain from Dakota County the use of two strands of fiber from Dakota 911 at 2860 160th Street West, Rosemount, MN to Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN; and

WHEREAS, DAKOTA 911 desires to obtain two strands of fiber from Dakota 911 at 2860 160th Street West, Rosemount, MN to Rosemount City Hall at 2875 145th Street West, Rosemount, MN; and

WHEREAS, the County agrees to grant to Dakota 911 the right to use four fibers within certain fiber optic cable segments; and

WHEREAS, Dakota 911 agrees to pay Dakota County \$7,488 annually for the use of the fiber; and

WHEREAS, the initial term of this agreement is ten years, with two separate five-year renewals; and

WHEREAS, a Fiber Optic Indefeasible Right To Use Agreement with Dakota 911 is required for use of County fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an Indefeasible Right to Use Agreement with Dakota 911, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to terminate the existing fiber joint powers agreement with Dakota 911 upon execution of the new Indefeasible Right to Use Agreement.

PREVIOUS BOARD ACTION

18-160; 5/4/18

ATTACHMENTS

Attachment: Dakota 911 Fiber IRU Agreement

BOARD GOALS

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

CONTACT

Department Head: Tony Gomes

Author: Hamza Akram

Contract #

FIBER OPTIC INDEFEASIBLE RIGHT TO USE
AGREEMENT BY AND BETWEEN
DAKOTA COUNTY AS GRANTOR
AND
DAKOTA 911 AS GRANTEE

DRAFT

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A and B, (collectively the “Agreement” or the “IRU Agreement”) is made by and between, County of Dakota at 1590 Highway 55, Hastings, MN, a Minnesota County government unit, acting by and through its Board of Commissioners (“IRU Grantor” or “County”) and DAKOTA 911 at 2860th Street West, Rosemount, Minnesota, acting through its, Board of Directors (“IRU Grantee” or “DAKOTA 911”). The IRU Grantee and IRU Grantor may be referred to herein individually as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. The County and DAKOTA 911 entered into a joint powers agreement with an effective date of April 1, 2018, under which agreement the County granted DAKOTA 911 the use of two fibers in each of three segments, identified as Segments 1, 2 and 3 in the agreement (the “2018 JPA”).
- B. DAKOTA 911 no longer desires to utilize the fibers in Segment 3 under the 2018 JPA.
- C. The Parties wish to update the terms of the 2018 JPA and to terminate DAKOTA 911’s use of and payment for the Segment 3, and therefore agree to terminate the 2018 JPA and replace that agreement with this Agreement.
- D. DAKOTA 911 will continue to lease the use of four fibers from County to connect DAKOTA 911 to Rosemount City Hall and DAKOTA 911 to Western Service Center on the terms and conditions set forth below.

DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date identified in Section 1.1.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

- D. "Fiber Facilities" means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. "Fiber Optic Cable" or "Cable" means a collection of fibers with a protective outer covering.
- F. "IRU Assets" means the County's IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachments A and B.
- G. "IRU Cable" means Cable containing one or more Fibers, constructed, and owned by the County in which the DAKOTA 911 has a IRU pursuant to the terms of this Agreement.
- H. "IRU Fibers" means the specific County owned Fiber in the locations shown on Attachment A and described on Attachment B, for which an IRU is granted to the DAKOTA 911 in the IRU Cable pursuant to the terms of this Agreement.
- I. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- J. "Optical Splice Point" means a point where the County's Cable is connected to another entity's Cable within a splice enclosure.
- K. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a county road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

**ARTICLE I
TERMINATION OF 2018 JPA, EFFECTIVE DATE OF THIS AGREEMENT AND TERM**

Section 1.1 Notwithstanding the date of the Parties' signatures, this Agreement shall be effective as of April 1, 2026 (the "Effective Date") and shall remain in effect until terminated by law or according to the provisions of this Agreement.

Section 1.2 The 2018 JPA shall be terminated as of the Effective Date and shall be replaced in its entirety with this Agreement. The Parties agree to waive any requirement for notice of termination under Section 12 of the 2018 JPA or elsewhere. Termination of the 2018 JPA shall not affect the obligations of the Parties that may have arisen under the 2018 JPA and that are intended to survive termination of that agreement, pursuant to the terms of the 2018 JPA.

Section 1.3 Following termination of the 2018 JPA, the County shall own all Fiber and Fiber Facilities associated with Segment 3 of the 2018 JPA.

Section 1.4 This Agreement has an initial term of ten (10) years, with two separate five-year renewals. Each renewal term shall be effective unless the County affirmatively decides to not

renew and provides 6 months' notice to DAKOTA 911 prior to expiration of the preceding initial or first extension term, or unless this Agreement is otherwise terminated at any other point by agreement of the Parties in writing or by one of the events in Article IX, Section 9.2 of this Agreement.

ARTICLE II INSTALLATION AND LICENSES

Section 2.1 DAKOTA 911 desires an IRU in the County's IRU Assets further described in Attachment A to this Agreement. In consideration of the promises by DAKOTA 911 in this Agreement, the County grants an IRU to DAKOTA 911 in the IRU Assets identified in Attachment A, subject to the cost sharing formula more fully described in Attachment B which is attached hereto and incorporated herein by reference, pursuant to IRUs or other contractual arrangements. DAKOTA 911 shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If DAKOTA 911 generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third party from the use of IRU Assets, 100% of the revenue generated by use of the IRU Assets shall be paid to the County.

Section 2.2 Subject to the terms and conditions of this Agreement, County hereby grants to DAKOTA 911 a license to access and use the IRU Fibers within the IRU Cable as delineated in Attachment A for DAKOTA 911 use in accord with and during the term of this Agreement. Along with any revenue articulated in Section 1.2, DAKOTA 911 shall be charged a monthly fee for the use of one pair of Fibers in Segment 1 IRU Fibers of \$65 Dollars per mile per month per pair of strands (the "License Fee") over a distance of 7.2 miles for Segment 1 for a total of \$468 per month which is \$5,616 per year, and DAKOTA 911 shall be charged a monthly fee for the use of one pair of Fibers in Segment 2 IRU Fibers of \$65 Dollars per mile per month per pair of strands over a distance of 2.4 miles for Segment 2 for a total of \$156 per month, which is \$1,872 per year for a total combined yearly charge of \$7,488 and, as delineated in Attachments A and B, which shall be payable to the County in advance on or before each subsequent year from the Effective Date.

Section 2.3 The License Fee is established by the County Board of Commissioners and is subject to modification during the Term of this Agreement, provided that the License Fee shall not be modified for a minimum of 5 years after the Effective Date of this Agreement. Thereafter, the License Fee may be modified based on the then-current License Fee established by the County Board. The County shall provide at least 60 days written notice to DAKOTA 911 prior to the effective date of any License Fee modification. DAKOTA 911 may accept the License Fee modification or may elect to terminate this Agreement and DAKOTA 911's use of the IRU Fibers at the end of the then-current annual year of any Term by providing written notice of termination to the County within 60 days following the date of the

County's notice. If DAKOTA 911 does not provide the notice of termination, the License Fee shall be effective and payable as modified for the next annual payment.

Section 2.4 The IRU Fibers are provided to the DAKOTA 911 "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the DAKOTA 911 network, DAKOTA 911 shall be responsible for coordinating this work with County and shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by County for DAKOTA 911 network purposes.

Section 2.5 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Attachment A.

Section 2.6 No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 DAKOTA 911's use of the IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 3.2 The County represents and warrants it has the right to grant an IRU in its IRU Fibers.

ARTICLE IV LIABILITY; INDEMNIFICATION

Section 4.1 Neither DAKOTA 911 nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

Section 4.2 The County and DAKOTA 911 agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Parties' liability shall be governed by the provisions of Minn. Stat. ch. 466, and other applicable law.

Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage, and nothing herein shall be considered as a waiver of the County's and the DAKOTA 911's statutory tort limits under Minn. Stat. Chap. 466.

Section 4.3 Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber Facilities, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

ARTICLE V FORCE MAJEURE

The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARTICLE VI MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE

Section 6.1 Maintenance. County shall maintain the IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. County agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segments 1-2, as described on Attachment A.

Section 6.2 Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of the Fiber Facilities and IRU Fibers during the term of this Agreement except as outlined in Attachment B.

Section 6.3 Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a contracted third party as agreed by the Parties.

Section 6.4 Relocation. County will be responsible for relocation of Fiber Facilities.

**ARTICLE VII
CONFIDENTIALITY**

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation, or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

**ARTICLE VIII
ABANDONMENT; TERMINATION; EFFECT OF TERMINATION**

Section 8.1 Should the County decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing DAKOTA 911 in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If County provides notice of intent to abandon, DAKOTA 911 may notify the County prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If the DAKOTA 911 provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to DAKOTA 911. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 8.2 Should DAKOTA 911 decide it no longer requires use of the IRU Fibers during the term of this Agreement, it may terminate the agreement by providing sixty (60) days' notice informing the County in writing of its intent to terminate the IRU Agreement.

Section 8.3 This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder., as determined by the County, the County may terminate this Agreement by providing notice to the DAKOTA 911, which notice shall specify the effective date of termination.

Section 8.4 If the Agreement terminates under Article VIII, Section 8.3 based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party

may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

**ARTICLE IX
DEFAULT**

Section 9.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 9.2 Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

**ARTICLE X
NOTICES**

Section 10.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to DAKOTA 911:
DAKOTA 911
Attn: Executive Director
2860 160th Street West
Rosemount, MN 55068

If to County:
Dakota County Board
Attn: Deputy County Manager
1560 Highway 55
Hastings, MN 55033

Section 10.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt

**ARTICLE XI
LIMITATION ON PROPERTY INTEREST**

This Agreement does not grant the DAKOTA 911 any property interest, or estate in, or lien upon County's property, County's IRU Assets, or any components thereof, or any intellectual property, except for use of the IRU Fibers during the term of this Agreement. All liens, claims, and charges of the DAKOTA 911 shall not attach to any interest of County or in any property owned by County.

This Agreement does not grant County any property interest, or estate, in or lien upon DAKOTA 911's property, any optical fiber network owned by the DAKOTA 911 or any components thereof, or any intellectual property. All liens, claims, and charges of the County shall not attach to any interest of DAKOTA 911 or in any property owned by DAKOTA 911.

ARTICLE XII GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

ARTICLE XIII INDEPENDENT CONTRACTOR

The performance by County and the DAKOTA 911 of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, DAKOTA 911 and County.

ARTICLE XIV MISCELLANEOUS

Section 14.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

Section 14.2 When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and "of" is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 14.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it

is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 14.4 This Agreement may be amended only by a written instrument executed by all Parties.

Section 14.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 14.6 All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

Section 14.7 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

Section 14.8 This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

**ARTICLE XV
ENTIRE AGREEMENT**

This Agreement and any Attachments referenced and attached, or to be attached through any amendment constitutes the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements, whether oral or written.

DAKOTA 911

DAKOTA COUNTY

By: _____

By: _____

Deputy County Manager

Its: _____

Date: _____

Date: _____

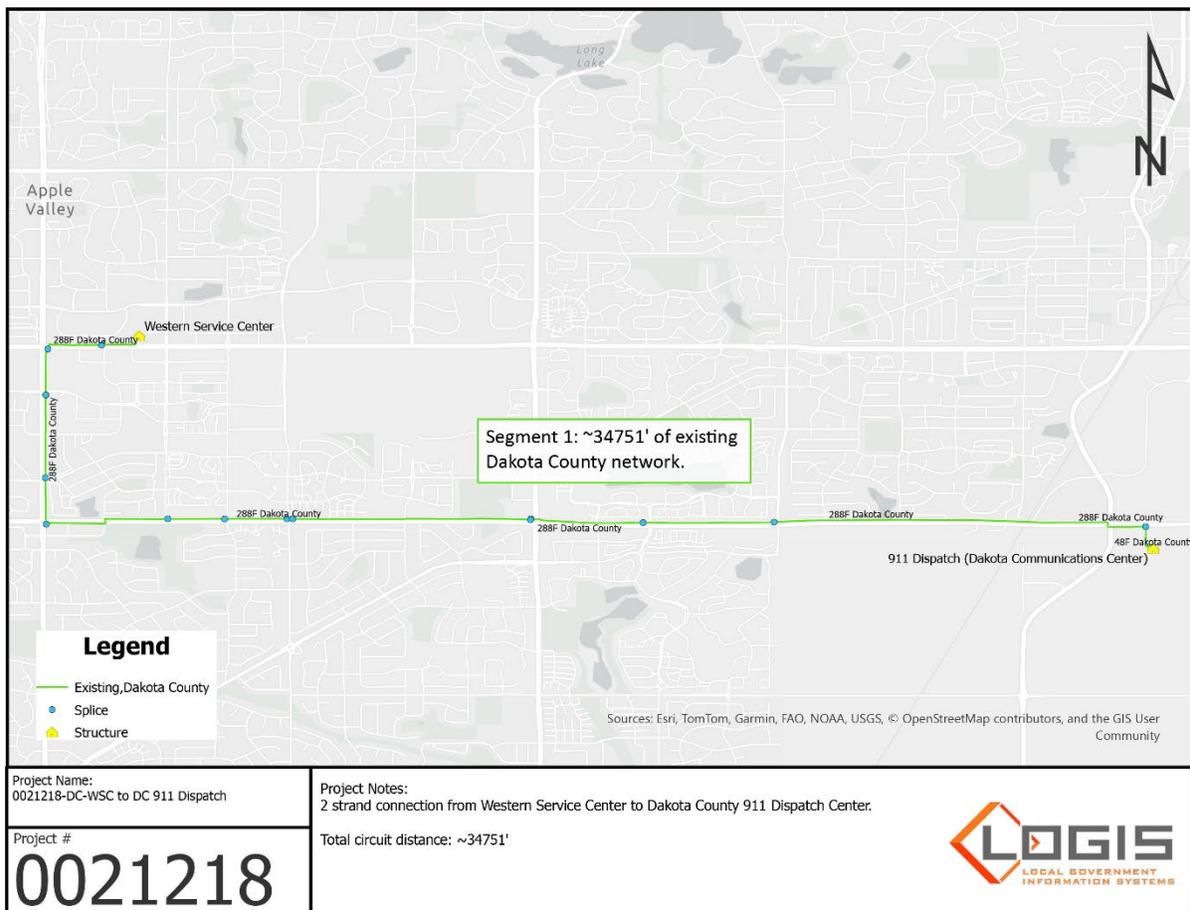
Board Resolution: _____

ATTACHMENT A - MAP OF FIBER SEGMENTS

Segment 1

This segment consists of 2 strands of fiber from DAKOTA 911 at 2860 160th Street West, Rosemount, MN to Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN.

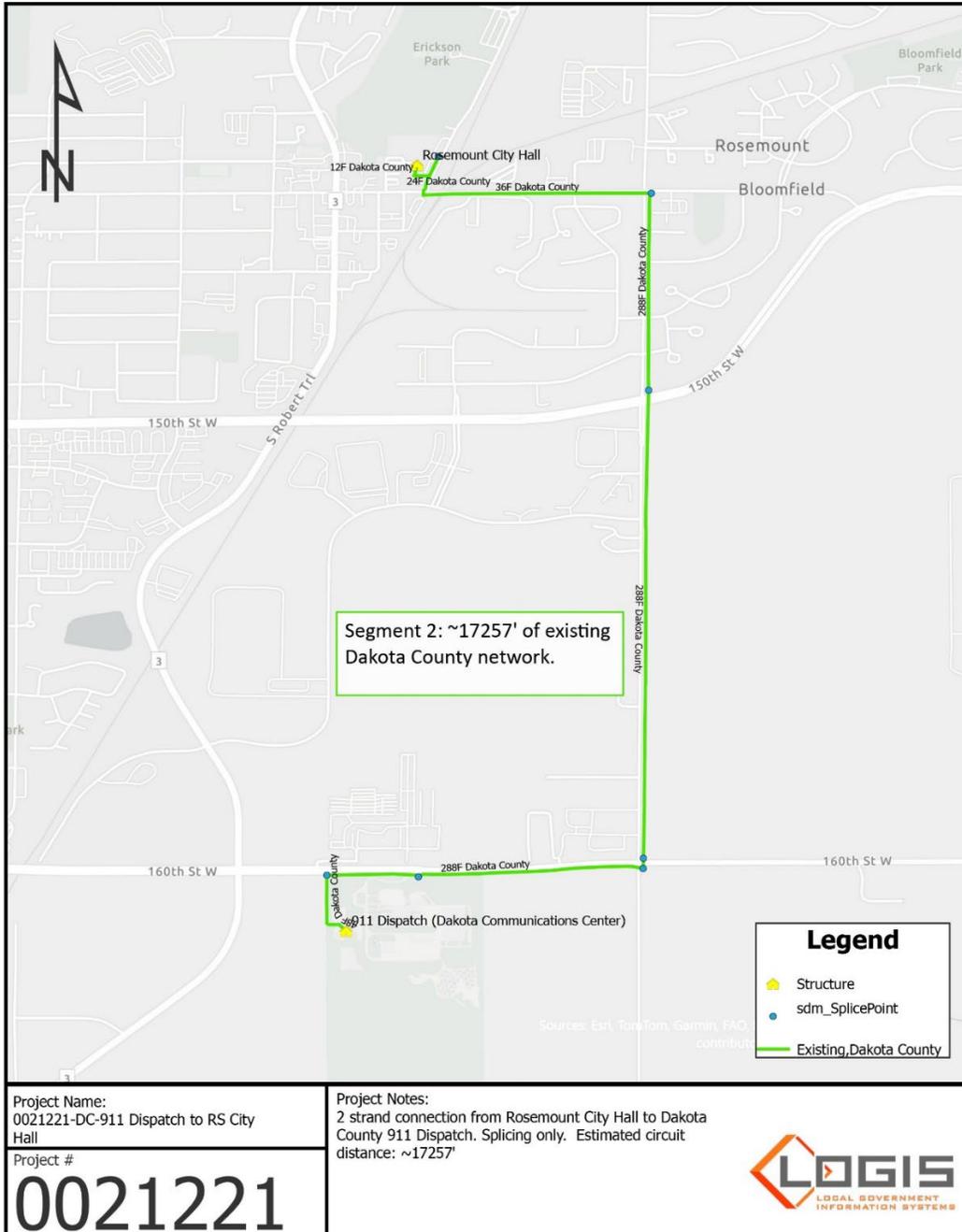
The County will own and maintain the fiber in Segment 1. DAKOTA 911 will have use of 2 strands of fiber within the cables.



Segment 2

This segment consists of 2 strands of fiber from DAKOTA 911 at 2860 160th Street West, Rosemount, MN to Rosemount City Hall at 2875 145th Street West, Rosemount, MN.

The County will own and maintain the fiber in Segment 2. DAKOTA 911 will have use of 2 strands of fiber within the cables.



ATTACHMENT B

COST ALLOCATION AND PAYMENT LOGISTICS

Segment 1 – DAKOTA 911 to Western Service Center route

7.2 miles x \$65/pair/mile/month	\$468.00
12 months	\$5,616.00

Segment 2 – DAKOTA 911 to Rosemount City Hall route

2.4 miles x \$65/pair/mile/month	\$156.00
12 months	\$1,872.00

Yearly Total	\$7,488.00
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Board of Commissioners

Request for Board Action

Item Number: DC-5468

Agenda #: 7.3

Meeting Date: 3/24/2026

DEPARTMENT: Central Operations Administration

FILE TYPE: Consent Action

TITLE

Approval Of Amended And Restated Joint Powers Agreement For Criminal Justice Network Board

PURPOSE/ACTION REQUESTED

Approve the amended and restated joint powers agreement for the Criminal Justice Network Board to jointly and cooperatively provide for the establishment, operation and maintenance of technology systems and services to support criminal justice agencies and information management systems for the use and benefit of the members.

SUMMARY

Dakota County and the cities of Burnsville, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul, and West St. Paul entered into an agreement creating the Criminal Justice Network (CJN) as a joint powers organization effective January 1, 2022. The original agreement is set to expire on December 31, 2026. The City of Plymouth was added as a board member with an amendment to the original joint powers agreement in 2024. CJN provides applications and services focused on information sharing and integration among Dakota County law enforcement agencies, the County Sheriff, County Attorney, departments within county government, Dakota County District Court, and law enforcement agencies across the state.

The members of the CJN Board of Directors desired to continue the work of the organization beyond the term of the joint powers agreement. A subgroup of the board worked together to develop the amended and restated document (Attachment: Amended and Restated Joint Powers Agreement for the Criminal Justice Network Board). While the agreement is similar to the original joint powers agreement, a few changes of note include:

1. The annual financial contribution of Dakota County will be reduced from \$472,642 in the original joint powers agreement to an annual amount of \$420,000 in 2027 and 2028; \$370,000 in 2029 and 2030; and \$320,000 in 2031 and beyond. This contribution covers payment for additional CJN services received by the Dakota County Community Corrections Department, County Attorney's Office and the Dakota County Jail. In addition to this annual contribution, Dakota County will also pay for annual Dakota County Sheriffs Office membership fees based on patrol area percentage and active DCSO (non-jail) users along with a future development annual fee not to exceed \$3,500. In 2026, the Sheriff's Office fees totaled approximately \$167,000.
2. CJN staff will now prepare an annual five-year draft financial plan to provide members an

improved look into future financial obligations.

- 3. Dakota County and CJN may enter into agreements for providing several core services based upon County Board approval and available county capacity to provide services.
- 4. Instead of the current five-year fixed term, the new agreement is perpetual, and each member may withdraw from CJN no earlier than August 31, 2030, after providing 20 months' prior notice.

RECOMMENDATION

The Deputy County Manager recommends the County Board approve the amended and restated joint powers agreement for the Criminal Justice Network Board effective January 1, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

The funding for the annual county contribution is included in the 2026 Adopted Budget and is funded by use of General Fund unassigned fund balance. The contribution for 2027 in the amount of \$420,000 will be included in the 2027 County Manager's Recommended Budget and will be funded by levy.

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

RESOLUTION

WHEREAS, Dakota County and the cities of Burnsville, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul and West St. Paul ("founding members") entered into an joint powers agreement to form the Criminal Justice Network (CJN) joint powers organization effective January 1, 2022 ("original agreement"); and

WHEREAS, in 2024, the founding members and the City of Plymouth entered into a first amendment to the original agreement to add the City of Plymouth as a member, clarify the original agreement expiration date, and adjust the funding formula; and

WHEREAS, the original agreement expires on December 31, 2026, and members wish to continue the work and the partnership approach to the CJN organization; and

WHEREAS, the work of CJN involves applications and services focused on information sharing and integration among Dakota County law enforcement agencies, the County Sheriff, County Attorney, departments within county government, Dakota County District Court, and law enforcement agencies across the state; and

WHEREAS, a committee made up of members of the CJN Board of Directors and legal staff representing CJN and Dakota County worked to develop the amended and restated joint powers agreement for the Criminal Justice Network Board with an effective date of January 1, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or designee to execute the amended and restated joint powers

agreement for the Criminal Justice Network Board substantially as presented and subject to approval as to form by the County Attorney's Office.

21-417; 08/24/21

ATTACHMENTS

Attachment: Amended and Restated Joint Powers Agreement for the Criminal Justice Network Board

BOARD GOALS

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

CONTACT

Department Head: David McKnight

Author: David McKnight

**Amended and Restated
Joint Powers Agreement for the
Criminal Justice Network Board**

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DRAFT

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") is entered into between the undersigned parties (also referred to herein as "Members"), all being political subdivisions of the State of Minnesota, by and through their respective governing bodies.

RECITALS

WHEREAS, the parties to this Agreement previously entered into that Joint Powers Agreement Establishing the Criminal Justice Network Board effective January 1, 2024, as amended by that First Amendment to the Joint Powers Agreement Establishing the Criminal Justice Network effective August 28, 2024 (collectively "Previous Approvals"); and

WHEREAS, pursuant to Minn. Stat § 471.59, political subdivisions in the State of Minnesota are empowered to provide assistance to, and act in coordination with, other political subdivisions as deemed necessary to benefit the public; and

WHEREAS, the parties to this Agreement desire to jointly and cooperatively provide for the establishment, operation and maintenance of technology systems and services to support criminal justice agencies and information management systems for the use and benefit of the parties and others; and

WHEREAS, the parties to this Agreement desire to continue a joint powers entity and joint powers board referred to as the "Criminal Justice Network" or "CJN" to collaboratively accomplish their mutual goals of improving and supporting criminal justice agency information management systems and capabilities; and

WHEREAS, the parties desire to amend and restate the Previous Approvals and this Agreement amends, restates, and supersedes the Previous Approvals in their entirety.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each Party shall derive here from, the parties agree as follows:

ARTICLE 1: STATEMENT OF PURPOSE AND POWERS TO BE EXERCISED

The purpose of this Agreement is:

- (1) to establish and continue CJN, a joint powers entity, to provide information management systems and technology services to support criminal justice agencies for the use and benefit of the Members and others;
- (2) to provide personnel benefits for the employees of CJN;
- (3) to define the rights and obligations of the Members with respect to the establishment, operation and maintenance of CJN; and
- (4) to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding criminal justice processes, information systems and integration of criminal justice information systems.

ARTICLE 2: DEFINITIONS

Board means the Criminal Justice Network joint powers board formed by this Agreement.

Criminal Justice Network or CJN means the joint powers entity formed by this Agreement.

Member is a governmental unit that joined CJN, has use of and access to all the services provided by CJN, and holds a position on the CJN Board.

Law Enforcement Agency means a unit of state, local government, or federally-recognized tribe that is authorized by law to grant full powers of arrest and to charge a person with the duties of preventing and detecting crime and enforcing the general criminal laws of any state, and/or incarcerating individuals. This includes, without limitation: municipal police departments, county sheriff departments (both patrol and jail functions), the Minnesota Department of Corrections, the Minnesota Bureau of Criminal Apprehension, and the Minnesota State Patrol.

Membership Fee means the amount of the operating and capital costs of CJN that is charged to an individual Member for a fiscal year.

Supermajority means two-thirds (66.7%) of the Board representatives, rounded up to the nearest whole person.

System Fees means the amount of money Users pay to access and use the systems and applications developed or purchased by CJN or services provided by CJN.

User is a governmental unit that pays System Fees for the use of CJN product(s) or service(s). A

User does not have a position on the CJN Board and is not a member of CJN.

Withdrawing Member means a Member that has given notice of its intent to withdraw from the Agreement pursuant to Article 11.1.

ARTICLE 3: TERM AND EFFECTIVE DATE

CJN was established on January 1, 2022. This Agreement shall be effective December 31, 2026, and shall continue indefinitely, or until terminated as provided in Article 10 or as required by law or court order.

ARTICLE 4: MANNER OF EXERCISING POWERS

The joint powers of the Members will be exercised through the Board having the powers and duties described herein. The Board is authorized to exercise the joint powers on behalf of and in cooperation with the Members as provided herein.

ARTICLE 5: MEMBERSHIP

1. Membership. Provides access to all the benefits and products of CJN, including a voting Board position.
2. Requirement of Good Standing. Continued membership in CJN is contingent upon the payment by each Member of the annual Membership Fees as determined by the Board. After being given notice and 30 calendar days to cure any default for non-payment of fees, Members who are not in good standing may be terminated from this Agreement by a Supermajority vote of the Board. Members who are involuntarily terminated by the Board are not entitled to any distribution of assets or fees paid, all as stated in Article 11.2.

ARTICLE 6: JOINT POWERS BOARD

1. Establishment of the Board. The parties hereby establish the Board as a joint powers board, which shall jointly exercise such powers and authorities as are necessary to achieve its purposes as provided in Article 1. The Board shall be an entity separate from the parties and shall not be deemed to be an agent or partner of the parties to this Agreement.
2. Powers of the Board. The Board shall have the following powers and duties:
 - a. To take actions necessary and convenient to discharge the duty to implement, maintain and operate the systems and applications necessary for the continuation of CJN and its integration of information systems for criminal justice agencies;
 - b. To adopt bylaws and rules or policies consistent with this Agreement that are

required to effectively exercise the powers or accomplish the objective of CJN;

- c. To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members;
- d. To enter into contracts in its own name, including contracts to purchase materials, goods, or services, and contracts to provide its Members and Users with access to and use of systems and applications developed or purchased by CJN and other services provided by CJN;
- e. To establish processes for setting and charging Membership Fees and System Fees;
- f. To acquire, lease, hold and dispose of property, both real and personal, including transfer of property from a Member to CJN;
- g. To arrange with one or more of the Members to incur debt or issue bonds for the benefit of CJN, as permitted by law;
- h. To develop, acquire, operate and maintain applications and systems for criminal justice agencies to improve operational efficiencies, integrate information between criminal justice agencies, including those systems acquired jointly and cooperatively for the benefit of the Members;
- i. To hire, discipline, or discharge employees required to accomplish the purposes of this Agreement, including employing an Executive Director and delegating personnel authority to the Executive Director;
- j. To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and purpose of CJN;
- k. To apply for, and accept appropriations, grants, gifts, loans of money, or other assistance as permitted by law from any person or entity, whether public or private;
- l. To commence any type of legal action or proceeding permitted by law to protect CJN's property and interests;
- m. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article 1 of this Agreement;
- n. To contract with a Member or third party for auditing, financial, human resources, information technology, risk management, legal, and other services as needed for CJN; and

- c. A Board representative shall not be entitled to vote on behalf of the Member during the time that such Member is in default on any contribution to CJN or on any contract with CJN. During the existence of such default, the vote or votes of such Member shall not be counted as eligible votes.
6. Board Committees. The Board may appoint standing committees, ad hoc committees and workgroups, with the powers described in the Board's bylaws or in resolutions adopted to establish the committee or workgroup. All meetings of any committee established by the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.
7. Board Meetings. The Board shall meet as set forth in the bylaws adopted by the Board or upon the call of the Board Chair. All meetings of the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.

ARTICLE 7: EXECUTIVE DIRECTOR

CJN shall have a chief operating officer with the title Executive Director. The Executive Director shall be the administrative head of CJN and shall report to the Board and the Executive Committee, if the Board creates one, for the administration and operation of CJN. The Executive Director shall be an employee of CJN. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy. In the case of absence or disability of the Executive Director, the Board may designate any other qualified person to carry out the duties of the Executive Director during such absence or disability.

ARTICLE 8: BUDGET AND FUNDING

1. Fiscal Year. The fiscal year for CJN shall be the calendar year.
2. Recommended Annual Budget. The annual budget of CJN must be adopted in the following manner:
 - a. The Executive Director shall prepare a proposed annual operating budget for the following fiscal year, adjusted for any withdrawal notifications received pursuant to Section 11.1, and a five-year budget projection, for consideration by the Board no later than April 1st of each year;
 - b. Annually, prior to April 1st, the Executive Director shall deliver to each Board representative a copy of the proposed budget and five-year budget projection;
 - c. Annually, prior to May 1st, the Board will supply each Member with a proposed budget for the following fiscal year and five-year budget projection; and

- d. The annual budget for the following fiscal year shall be adopted at a meeting of the Board in June.

If the Board fails to adopt a budget by July 1st of the calendar year, the budget from the current fiscal year shall be deemed approved for the next fiscal year.

3. Member Contributions to Adopted Budget.

- a. The Board shall have the authority to establish the Membership Fees and System Fees in amounts sufficient to provide the funds required for CJN's operational, future development, and capital costs in the budget.

- b. The CJN annual budget will be comprised of the following funding components:

- i. Membership Fees. Each Member's Membership Fee is comprised of their annual contribution to the Operations Fund and Future Development Fund. Payment of the Membership Fee provides the Member with all uses and benefits of CJN's current products and services. If CJN creates specialized products (e.g., jail management services), they will be billed separately.

- 1. Operations Fund. Members shall contribute to the operations fund follows: (a) 50% of the budgetary formula will be based on population of the geographical areas for which it provides law enforcement services as calculated annually by the Metropolitan Council. For the purposes of this paragraph, the geographical area for which the Dakota County Sheriff's Office provides law enforcement services means that area outside the boundaries of all cities located within Dakota County, but includes the areas within certain city boundaries that are patrolled by the Dakota County Sheriff's Office under municipal contract ("Patrol Area Population"); and (b) the other 50% of the budgetary formula will be based upon the proportional total number of the active user accounts determined as of January 1 of the previous calendar year. For purposes of Dakota County Sheriff's Office, active user accounts will be calculated based on Dakota County Sheriff's Office users (other than correctional/jail users). A fee schedule will be provided annually by July 1st with a total of the Member's Fees for the following calendar year.

- 2. Future Development Fund. Members will contribute a fixed annual

amount determined by the Board, not to exceed \$3,500.

Dakota County Fixed Membership Fee. In addition to the Membership Fees assessed to the Dakota County Sheriff's Office for the Operations Fund and Future Development Fund under this Section, Dakota County shall contribute an annual Fixed Membership Fee of \$420,000 in fiscal years 2027 and 2028, \$370,000 in fiscal years 2029 and 2030, and \$320,000 in fiscal year 2031 and all fiscal years thereafter which includes payment for the additional CJN services received by the Dakota County Community Corrections Department, and Attorney's Office, and Jail, which shall collectively constitute Dakota County's total Membership Fee.

ii. System Fees. Users shall pay the Systems Fees established annually by the Board for the products and/or services the User has contracted with CJN to use.

c. Within 30 days of the adoption of the budget by the Board, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year in accordance with this Article. If the current budget is continued due to a failure of the Board to adopt a budget as provided in Article 8, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year no later than July 31 of the current year. Notwithstanding the foregoing, no Member shall be obligated to pay the Membership Fee for any fiscal year that commences after the Member's effective date of withdrawal.

4. Expenditure of the Annual Budget.

a. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget. The Executive Director shall make all expenditures in accordance with such budget. Purchases and letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board, consistent with Minnesota law.

b. The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director

shall report any transfer of funds within the annual operating budget to the Board in the next report.

5. In-Kind Contributions. The Board may accept in-kind contributions from any Member. Subject to approval by Dakota County, Dakota County will provide CJN with certain in-kind contributions, which will be subject to, and governed by, the terms of one or more contracts between CJN and Dakota County.
6. Credit or Payment to Members for Services. The Board may approve annual fee payment or cost allocation credits to any Member that provides in-kind contributions to CJN.

ARTICLE 9: AUDIT

The Board shall call for an annual audit of the financial affairs of CJN, to be performed by an independent Certified Public Accountant and completed in accordance with generally accepted auditing principles. The Board shall provide a copy of the audit report to the Members. CJN's books, reports and records shall be available for and open to inspection by the Members at all reasonable times.

ARTICLE 10: TERMINATION AND DISSOLUTION

1. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:
 - a. When Members withdraw pursuant to Article 11 so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement;
 - b. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - c. When a Supermajority agrees, pursuant to a resolution of the governing bodies of the Members, to terminate this Agreement.
2. Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the Members in proportion to their contributions. The Board shall approve a final report of its activities and affairs.
3. Distribution of Assets. Prior to termination of this Agreement or if CJN is otherwise disbanded, the Board shall first adopt a plan providing for the orderly disposition of assets and unwinding

of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the remaining Members who have not previously withdrawn consistent with the approved plan.

ARTICLE 11: WITHDRAWAL OF A MEMBER

1. Unilateral Withdrawal. The soonest a Member may provide a notice of an intent to withdraw from this Agreement is January 1, 2029. The Member intending to withdraw shall provide at least twenty (20) months' written notice to the Board Chair, prior to the Member's withdrawal date. For example, if a Member wanted to withdraw by August 31, 2030, they would need to provide written notice to the Board Chair no later than January 1, 2029. The written notice shall include a copy of a resolution of its governing body indicating its intent to withdraw from this Agreement.

Upon receipt of the notice to withdraw and the resolution of the governing body of a Member authorizing withdrawal, the Board Chair shall forward a copy of the resolution to all other Members.

2. Effect of Withdrawal. Withdrawal of any Member shall not terminate this Agreement except as provided in Section 10.1. Withdrawal shall not act to discharge any liability incurred or chargeable to any withdrawing Member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No withdrawing Member shall be entitled to a refund or distribution of Membership Fees, administrative or operating fees or funds paid, reimbursement or repayment of in-kind contributions, or forgiveness of fees owed to the Board.

ARTICLE 12: INSURANCE AND INDEMNIFICATION

1. Responsibility for Own Acts and Omissions. No Member shall be liable for the acts or omissions of another Member, unless it has specifically agreed in writing to be responsible for the same. Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Member agrees to promptly notify all Members if it becomes aware of any potential Board-related claims or facts that are likely to give rise to such claims. Neither the Board nor any Member shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Member, except as expressly provided herein or in any of the documents authorized herein.

2. No Waiver. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Member's statutory or common law immunities or limitations on liability, including but not limited to, Minnesota Statutes Chapter 466. Further, the Members' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Members and the Board. For purposes of determining total liability for tort damages, each Member and the Board are considered a single governmental unit and the total liability for all of the Members and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Members under Minnesota Statutes Sections 466.06 or 471.981.
3. Indemnification. The Board shall be considered a separate and distinct government joint powers entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 12.1, to the extent of any liability insurance carried by the Board and available for such purpose, and any tail coverage carried by the Board, the Board shall defend, indemnify and hold harmless each Member from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to tangible or intangible property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Members taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
4. Insurance. The Board shall provide for worker's compensation benefits for all CJN employees in the amount consistent with state statutes. The Board may also carry additional policies of insurance as it deems appropriate.
5. Uninsured Liability. If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Members on the basis of each Member's proportional Membership Fee in the year in which the action or inaction giving rise to the liability occurred.

ARTICLE 13: MISCELLANEOUS PROVISIONS

1. Amendments. This Agreement may be amended at any time and from time to time by agreement of all Members that have not previously withdrawn pursuant to Article 11.
2. Governing Law and Venue. The laws of the State of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
3. Counterparts. This Agreement may be executed by the Members in any number of counterparts.

[Signature blocks to be added after all parties approve form]

DRAFT



Board of Commissioners

Request for Board Action

Item Number: DC-5491

Agenda #: 7.4

Meeting Date: 3/24/2026

DEPARTMENT: Finance

FILE TYPE: Consent Information

TITLE

Report On Invoices Paid In February 2026

PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during February 2026.

SUMMARY

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

A copy of the February 2026 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board. The attachment provides a summary of invoices paid each month in 2026.

Payments for the month ending February 28, 2026, total \$19,059,852.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,734,461	Retirement accounts, PERA, health & dental
Payments to other governments	\$96,038	Pass through payments - taxes, fees
Materials & supplies	\$324,430	Highway, Parks, Buildings material/supplies
Overall support of departments	\$3,162,555	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$2,199,361	Major client services contract
All other expenses	\$6,257,039	Countywide Set-Aside, CEP and misc.
Capital projects	\$4,285,968	Highway & building construction
	\$19,059,852	

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: RBA Paid Invoice Report February 2026

BOARD GOALS

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

CONTACT

Department Head: Will Wallo

Author: Jan Larson

RBA - REPORT ON INVOICES PAID

2026

Major Category	January	February	March	April	May	June	July	August	September	October	November	December
Benefit deductions from employee payroll	\$4,100,976	\$2,734,461										
Payments to other governments	\$44,899,679	\$96,038										
Materials & supplies	\$286,317	\$324,430										
Overall support of departments	\$2,684,802	\$3,162,555										
Services to citizens and clients	\$4,003,892	\$2,199,361										
All other expenses	\$5,390,915	\$6,257,039										
Capital projects	\$3,732,687	\$4,285,968										
Total	\$65,099,268	\$19,059,852	\$0									

3 Payrolls = January and August

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



Board of Commissioners

Request for Board Action

Item Number: DC-5479

Agenda #: 8.1

Meeting Date: 3/24/2026

DEPARTMENT: Attorney

FILE TYPE: Consent Action

TITLE

Authorization To Execute Agreements To Provide Legal Services To Dakota County Electronic Crimes Task Force And Dakota County Domestic Preparedness Committee

PURPOSE/ACTION REQUESTED

Authorize the Dakota County Attorney to execute agreements to provide legal services to the Dakota County Electronic Crimes Task Force and the Dakota County Domestic Preparedness Committee.

SUMMARY

The Dakota County Attorney's Office (County Attorney's Office) has provided legal services to the Dakota County Domestic Preparedness Committee (DPC) and the Dakota County Electronic Crimes Task Force (ECTF) joint powers organizations for many years pursuant to a legal services agreement with the DPC that expires on March 31, 2026, and pursuant to the general terms of the ECTF joint powers agreement. Currently, the County Attorney's Office does not bill either agency for attorney or paralegal time.

The County Attorney's Office is willing to continue providing certain legal services to each agency and is not aware of any current conflict of interest between the County Attorney's Office's representation of Dakota County and its continued representation of these agencies. If a conflict arises during the course of representation, the County Attorney's Office will disclose the conflict and consult with both the County and the applicable agency as to whether continued representation of both parties or either party is possible with the parties' consent.

The agreement with the DPC will be effective from April 1, 2026, through December 31, 2027. The agreement with the ECTF will be effective upon the date of execution through December 31, 2027. Legal services will be provided to each agency at a rate of \$242 per hour for attorney time and \$132 per hour for paralegal time in 2026 and \$251 per hour for attorney time and \$138 per hour for paralegal time in 2027. Dakota County Finance determined that this hourly rate includes direct and indirect administrative costs for a paralegal and attorney in the County Attorney's Office.

Under the agreements, the County Attorney's Office will provide each agency with 60 hours of legal services (inclusive of both attorney and paralegal time) at no cost for each calendar year of the agreement. Each agency will be billed at the applicable hourly rates only after the first 60 hours have been utilized, up to a maximum of \$10,000 each calendar year, regardless of the number of hours billed by the County Attorney's Office. This is consistent with the legal services agreement between the County Attorney's Office and the Dakota County Drug Task Force.

RECOMMENDATION

The County Manager and the Dakota County Attorney recommend the County Board authorize the Dakota County Attorney to execute the legal services agreements with the DPC from April 1, 2026, through December 31, 2027, and the ECTF from the date of execution through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Any reimbursement for legal services will be applied to offset budgeted County Attorney’s Office personnel cost.

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

RESOLUTION

WHEREAS, the Dakota County Attorney’s Office (County Attorney’s Office) has provided legal services to the Dakota County Domestic Preparedness Committee (DPC) and the Dakota County Electronic Crimes Task Force (ECTF) joint powers organizations for many years; and

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

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

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

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

WHEREAS, the proposed legal services agreements with the ECTF will be for the term commencing on the date of execution through December 31, 2027; and

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

WHEREAS, the Dakota County Attorney’s Office will provide each agency with 60 hours of legal services (inclusive of both attorney and paralegal time) at no cost for each calendar year of the agreement and will bill each agency at the applicable hourly rates only after the first 60 hours have been utilized, up to a maximum of \$10,000 each calendar year; and

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

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

authorizes the Dakota County Attorney to execute agreements for legal services, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Dakota County Domestic Preparedness Committee from April 1, 2026 through December 31, 2027 and the Dakota County Electronic Crimes Task Force from the date of execution through December 31, 2027, with the parties each having the ability to terminate the agreement without cause by providing written notice to the other party.

PREVIOUS BOARD ACTION

23-154; 4/11/23

21-211; 4/20/21

ATTACHMENTS

Attachment: DPC Legal Services Agreement (draft)

Attachment: ECTF Legal Services Agreement (draft)

BOARD GOALS

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

CONTACT

Department Head: Tom Donely

Author: Tom Donely

Attachment A

DRAFT

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE DAKOTA COUNTY DOMESTIC PREPAREDNESS COMMITTEE FOR LEGAL SERVICES

This Agreement is made and entered into by and between the County of Dakota, Minnesota (“County”) by and through the Dakota County Attorney’s Office (“Dakota County Attorney’s Office”) and the Dakota County Domestic Preparedness Committee (“DPC”) pursuant to the authority conferred By Minn. Stat. § 471.59. The County and the DPC are also referred to herein as the “parties.”

WHEREAS, the County is a political subdivision of the State of Minnesota;

WHEREAS, the DPC is formed by a joint powers agreement (the “JPA”) entered into by the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, West St. Paul, and the County pursuant to Minn. Stat. §471.59;

WHEREAS, pursuant to Minn. Stat. § 388.051, the Dakota County Attorney’s Office is required by law to provide legal advice and assistance to the County Board of Commissioners and County departments but is not required to provide legal advice and assistance to the DPC;

WHEREAS, the JPA provides that the DPC has the authority to enter into any contract necessary for the exercise of its powers or the fulfillment of its duties; and

WHEREAS, the DPC desires, and the County and the Dakota County Attorney (the “County Attorney”) are willing, to have the Dakota County Attorney’s Office provide legal advice and services to the DPC, subject to the terms and conditions of this Agreement.

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

1. Purpose

The purpose of this Agreement is to enable the Dakota County Attorney’s Office to provide legal services to the DPC, as detailed herein, and for the DPC to secure such services from the Dakota County Attorney’s Office, and to establish the terms on which such services shall be provided.

2. Term

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on April 1, 2026, and shall continue in full force until December 31, 2027 unless terminated by either party pursuant to Section 5.e. of this Agreement.

3. Services to be Provided by Dakota County

- a. **Scope.** The County agrees that the Dakota County Attorney’s Office may provide legal advice and representation to the DPC and the DPC Board upon request on an ad hoc basis, as defined in the terms of this Agreement.
- b. **Discretion to Decline Services.** The Dakota County Attorney’s Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney’s Office to provide legal services.

- c. **Discretion to Obtain Services from Other Sources.** The DPC shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the DPC to obtain legal services from the Dakota County Attorney's Office.
- d. **Conflicts of Interest.** If the Dakota County Attorney's Office determines that its representation of both the DPC and the County and/or County departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional conduct or otherwise), the Dakota County Attorney's Office shall notify the Dakota County Manager and the Chair of the DPC Board of the conflict and its effect on the Dakota County Attorney's Office's representation of the DPC and the County and/or County departments. The Dakota County Manager and the Chair of the DPC Board, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.
- e. **Withdrawal.** The Dakota County Attorney's Office may withdraw from representation of the DPC, subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the Chair of the DPC Board.

4. Payment for Services

- a. **Hourly Rate.** During the term of this Agreement, the Dakota County Attorney's Office will provide the first 60 hours of legal service each calendar year (inclusive of both attorney and paralegal time) at no cost to the DPC. In 2026, the DPC shall pay for legal services in excess of the initial 60 hours at the rate of \$242 per hour for attorney time and \$132 per hour for paralegal time. In 2027, DPC shall pay for legal services in excess of the initial 60 hours at the rate of \$251 per hour for attorney time and \$138 per hour for paralegal time. Notwithstanding the foregoing, in each calendar year of this Agreement the amount paid by the DPC for services provided in excess of the initial annual 60 hours shall not exceed \$10,000, regardless of the number of hours invoiced by the Dakota County Attorney's Office.

Nothing herein shall constitute a waiver of the County's right to offset any of the County's contribution to the operating costs of the DPC with the in-kind legal services provided under this Agreement.

- b. **Costs.** The DPC shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the DPC under this Agreement.
- c. **Billing.** The Dakota County Attorney's Office shall invoice the DPC on a monthly basis for legal services provided to the DPC pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the DPC and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services.
- d. **Time of Payment.** The DPC shall, within 30 calendar days after receipt of an invoice, tender payment to the Dakota County Attorney's Office for the entire balance of the invoice. In the event the DPC disputes any amount billed to it under this Agreement, the DPC may withhold payment of said amount until after the dispute has been resolved.

5. General Provisions

- a. **Independent Contractor.** For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney’s Office shall be deemed to be independent contractors, and not employees of the DPC. Any and all agents, servants, or employees of the Dakota County Attorney’s Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of the DPC, and any and all claims that may or might arise against the DPC, its agents or employees as a consequence of any act or omission on the part of the DPC, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena or successor, or the Dakota County Attorney’s Office.
- b. **Indemnification.** Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties’ acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. **Notices.** Except as provided elsewhere in this Agreement, any notice or demand (“Notice”) must be in writing and provided as follows to the other party’s Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice (“Receipt”). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.
- d. **Authorized Representatives.** The following named persons, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in Section 5.c. of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

To the County: Kathryn M. Keena, or successor
 Dakota County Attorney
 1560 Highway 55
 Hastings, MN 55033

To the DPC: Jeremiah Mahler
 DPC Board Chair
 C/O Dakota County Sheriff’s Office
 1590 Highway 55
 Hastings, MN 55033

- e. **Termination.** Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the DPC Board, the Dakota County Attorney’s Office will provide the DPC Board with copies of documents in the possession of the Dakota County Attorney’s Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney’s Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. **Data Practices.** The DPC and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this

Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.

- g. **Knowing and Voluntary Agreement.** The DPC acknowledges that it has entered into this Agreement knowingly and voluntarily. The DPC also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney’s Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. **Amendments.** Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties’ respective boards, and signed by the Authorized Representatives.
- i. **Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.
- k. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

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

COUNTY OF DAKOTA

Kathryn M. Keena
Dakota County Attorney

Date of Signature _____

Dakota County Resolution No. 26- **

DAKOTA COUNTY DOMESTIC PREPAREDNESS COMMITTEE

DPC Board Chair

Date of Signature _____

Approved by DPC Board on: [DATE]

ATTACHMENT B

DRAFT

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE DAKOTA COUNTY ELECTRONIC CRIMES TASK FORCE FOR LEGAL SERVICES

This Agreement is made and entered into by and between the County of Dakota, Minnesota (“County”) by and through the Dakota County Attorney’s Office (“Dakota County Attorney’s Office”) and the Dakota County Electronic Crimes Task Force (“ECTF”) pursuant to the authority conferred By Minn. Stat. § 471.59. The County and the ECTF are also referred to herein as the “parties.”

WHEREAS, the County is a political subdivision of the State of Minnesota;

WHEREAS, the ECTF is formed by a joint powers agreement (the “JPA”) entered into by the Cities of Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, West St. Paul, and the County pursuant to Minn. Stat. §471.59;

WHEREAS, pursuant to Minn. Stat. § 388.051, the Dakota County Attorney’s Office is required by law to provide legal advice and assistance to the County Board of Commissioners and County departments but is not required to provide legal advice and assistance to the ECTF;

WHEREAS, the JPA provides that the Dakota County Attorney’s Office serves the Electronic Crimes Task Force Administrative Board (“ECTF Board”) and the ECTF in an advisory capacity and is designated the legal counsel for the ECTF Board and the ECTF;

WHEREAS, the JPA provides that the ECTF Board has been delegated the authority to enter into any contract necessary for the exercise of its powers or the fulfillment of its duties, including to retain legal counsel; and

WHEREAS, the ECTF Board desires, and the County and the Dakota County Attorney (“County Attorney”) are willing, to have the County Attorney’s Office provide legal advice and services to the ECTF Board and the ECTF, subject to the terms and conditions of this Agreement.

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

1. Purpose

The purpose of this Agreement is to enable the County Attorney’s Office to provide legal services to the ECTF, as detailed herein, and for the ECTF to secure such services from the County Attorney’s Office, and to establish the terms on which such services shall be provided.

2. Term

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on the date the last party executes this Agreement and shall continue in full force until December 31, 2027 unless terminated by either party pursuant to Section 5.e. of this Agreement.

3. Services to be Provided by Dakota County

- a. **Scope.** The County agrees that the Dakota County Attorney’s Office may provide legal advice and representation to the ECTF and the ECTF Board upon request on an ad hoc basis, as defined in the terms of this Agreement.
- b. **Discretion to Decline Services.** The Dakota County Attorney’s Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the

services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.

- c. **Discretion to Obtain Services from Other Sources.** The ECTF shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the ECTF to obtain legal services from the Dakota County Attorney's Office.
- d. **Conflicts of Interest.** If the Dakota County Attorney's Office determines that its representation of both the ECTF and the County and/or County departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall notify the Dakota County Manager and the Chair of the ECTF Board of the conflict and its effect on the Dakota County Attorney's Office's representation of the ECTF and the County and/or County departments. The Dakota County Manager and the Chair of the ECTF Board, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.
- e. **Withdrawal.** The Dakota County Attorney's Office may withdraw from representation of the ECTF, subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the Chair of the ECTF Board.

4. Payment for Services

- a. **Hourly Rate.** During the term of this Agreement, the Dakota County Attorney's Office will provide the first 60 hours of legal service each calendar year (inclusive of both attorney and paralegal time) at no cost to the ECTF. In 2026, the ECTF shall pay for legal services in excess of the initial 60 hours at the rate of \$242 per hour for attorney time and \$132 per hour for paralegal time. In 2027, ECTF shall pay for legal services in excess of the initial 60 hours at the rate of \$251 per hour for attorney time and \$138 per hour for paralegal time. Notwithstanding the foregoing, in each calendar year of this Agreement the amount paid by the ECTF for services provided in excess of the initial annual 60 hours shall not exceed \$10,000, regardless of the number of hours invoiced by the Dakota County Attorney's Office.

Nothing herein shall constitute a waiver of the County's right to offset any of the County's contribution to the operating costs of the ECTF with the in-kind legal services provided under this Agreement.

- b. **Costs.** The ECTF shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the ECTF under this Agreement.
- c. **Billing.** The Dakota County Attorney's Office shall invoice the ECTF on a monthly basis for legal services provided to the ECTF pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the ECTF and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services.
- d. **Time of Payment.** The ECTF shall, within 30 calendar days after receipt of an invoice, tender payment to the Dakota County Attorney's Office for the entire balance of the invoice. In the event the ECTF disputes any amount billed to it under this Agreement, the ECTF may withhold payment of said amount until after the dispute has been resolved.

5. General Provisions

- a. **Independent Contractor.** For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney’s Office shall be deemed to be independent contractors, and not employees of the ECTF. Any and all agents, servants, or employees of the Dakota County Attorney’s Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of the ECTF, and any and all claims that may or might arise against the ECTF, its agents or employees as a consequence of any act or omission on the part of the ECTF, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena or successor, or the Dakota County Attorney’s Office.
- b. **Indemnification.** Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties’ acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. **Notices.** Except as provided elsewhere in this Agreement, any notice or demand (“Notice”) must be in writing and provided as follows to the other party’s Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice (“Receipt”). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.
- d. **Authorized Representatives.** The following named persons, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in Section 5.c. of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

To the County: Kathryn M. Keena, or successor
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033

To the ECTF: Mike Running, or successor
ECTF Board Chair
SMART Center
9260 Courthouse Blvd.
Inver Grove Heights, MN 55077

- e. **Termination.** Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the ECTF Board, the County Attorney will provide the ECTF Board with copies of documents in the possession of the Dakota County Attorney’s Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney’s Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.

- f. **Data Practices.** The ECTF and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. **Knowing and Voluntary Agreement.** The ECTF acknowledges that it has entered into this Agreement knowingly and voluntarily. The ECTF also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney’s Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. **Amendments.** Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties’ respective boards, and signed by the Authorized Representatives.
- i. **Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.
- k. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

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

COUNTY OF DAKOTA

Kathryn M. Keena
Dakota County Attorney

Date of Signature _____

Dakota County Resolution No. 26- **

DAKOTA COUNTY ELECTRONIC CRIMES TASK FORCE

ECTF Board Chair

Date of Signature _____

Approved by ECTF Board on: [DATE]



Board of Commissioners

Request for Board Action

Item Number: DC-5270

Agenda #: 9.1

Meeting Date: 3/24/2026

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreements With School Districts For On-Site Vaccinations Clinics

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA)s with school districts for on-site vaccination clinics.

SUMMARY

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

Dakota County Public Health (PH) has over a decade of working with local school districts in Dakota County on various health initiatives. Vaccinations are one of the most effective ways to prevent the spread of communicable diseases in the community, but many school districts in Dakota County are seeing lower rates of immunization post-COVID-19 pandemic. State law requires a set of immunizations for entry into kindergarten and beyond, and school-based vaccine clinics help ensure that students have received the necessary vaccinations and are in compliance with these requirements.

School-based vaccine clinics reinforce the importance of immunizations and raise awareness about vaccine-preventable diseases. They provide an opportunity to educate parents, students, and the community about the benefits of vaccinations, dispel myths or misinformation, and address concerns. PH will enter into a contract with Homeland Health Specialists to provide onsite vaccination clinics at various school districts throughout the County. PH will provide on-site District vaccination clinic services in the event Homeland Health Specialist, Inc. is unable to provide services and the County agrees to perform such services, based on its capacity and resources. By hosting on-site vaccination clinics, PH will be able to increase vaccination coverage and reduce disparities among students and families in the community.

Under Minn. Stat. § 471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units. Staff requests authorization to enter into separate JPAs with Independent School Districts (ISD) 191, 196, 197, 199, and South St. Paul Special School District (SSD) No. 6, for onsite vaccination clinics

(Attachment: Joint Powers Agreement).

OUTCOMES

How much: In 2025, Dakota County Public Health staff administered 2,803 immunizations to 910 school-aged youth (5-18 years of age).

How well: What is your overall rating of the services you received at today’s immunization clinic? (track the percent of Good, Very Good, or Excellent responses)

- Excellent: 85.2 percent
- Very Good: 10.9 percent
- Good: 3.0 percent

Is anyone better off: 2025 Survey Question: If you or your child didn’t come to our clinic today, would you or your child have gotten vaccinated somewhere else? (Yes, No)

- No: 55.1 percent
- Percent of Dakota County kindergartners fully vaccinated for the following vaccines (24-25 school year):
 - DTaP: 87.9 percent
 - Polio: 88.2 percent
 - MMR: 86.5 percent
 - Hep B: 93.0 percent
 - Varicella: 86.6 percent
- Percent of Dakota County seventh graders fully vaccinated for the following vaccines (24-25 school year):
 - DTaP: 95.4 percent
 - Polio: 95.1 percent
 - MMR: 95.2 percent
 - Hep B: 95.6 percent
 - Varicella: 94.2 percent
 - Tdap: 88.3 percent
 - Meningococcal: 87.2 percent

RECOMMENDATION

Staff recommends authorization to execute separate JPAs with ISDs 191,196, 197, 199, and SSD No. 6, for onsite vaccination clinics.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding is included in the 2026 Public Health budget including \$11,786 UCare grant funding and a budgeted use of Fund Balance in the amount of \$33,214 for a total cost of \$45,000 to support school-based on-site immunization clinics. No money is exchanged between Dakota County Public Health and the school districts.

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

RESOLUTION

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

WHEREAS, Dakota County Public Health (PH) has over a decade of working with local school districts in Dakota County on various health initiatives; and

WHEREAS, vaccinations are one of the most effective ways to prevent the spread of communicable diseases in the community, but many school districts in Dakota County are seeing lower rates of immunization post-COVID-19 pandemic; and

WHEREAS, state law requires a set of immunizations for entry into kindergarten and beyond, and school-based vaccine clinics help ensure that students have received the necessary vaccinations and are in compliance with these requirements; and

WHEREAS, school-based vaccine clinics reinforce the importance of immunizations and raise awareness about vaccine-preventable diseases; and

WHEREAS, they provide an opportunity to educate parents, students, and the community about the benefits of vaccinations, dispel myths or misinformation, and address concerns; and

WHEREAS, PH will enter into a contract with Homeland Health Specialists to provide onsite vaccination clinics at various school districts throughout the County; and

WHEREAS, PH will provide on-site District vaccination clinic services in the event Homeland Health Specialist, Inc. is unable to provide services and the County agrees to perform such services, based on its capacity and resources; and

WHEREAS, by hosting on-site vaccination clinics, PH will be able to increase vaccination coverage and reduce disparities among students and families in the community; and

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

WHEREAS, staff requests authorization to enter into separate JPAs with Independent School Districts (ISD) 191, 196, 197, 199, and South St. Paul Special School District (SSD) No. 6, for onsite vaccination clinics.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute the joint powers agreements with Independent School Districts 191, 196, 197, 199, and South St. Paul Special School District No. 6, for onsite vaccination clinics for the period of date of execution of the joint powers agreement through March 31, 2027, subject to approval by the County Attorney's Office as to form;

and

BE IT FURTHER RESOLVED, That an Assistant County Manager, Community Services, is hereby authorized to amend said agreement to extend the term up to one year after initial expiration date, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

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

CONTACTS

Department Head: Gina Pistulka

Author: Cortney Gillum

**JOINT POWERS AGREEMENT FOR CHILDHOOD VACCINATIONS
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT [REDACTED]**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health (“County”), and Independent School District [REDACTED], [address], “School District”, by and through their respective governing bodies (collectively referred to as “Parties” herein.)

RECITALS

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

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

WHEREAS, the County is permitted to provide such childhood vaccinations pursuant to statutes and grant(s) it has received from the Minnesota Department of Health;

WHEREAS, School District is interested in providing convenient access to childhood vaccination services to families in the School District;

WHEREAS, the County intends to enter into a subcontract with Homeland Health Specialist, Inc. to provide childhood vaccinations at School District, as outlined in Exhibit 2, Service Grid;

WHEREAS it is convenient to both the School District and the County for such vaccination services to be provided to children in the School District on School District property;

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

1. Term and Effective Date. This Agreement shall be effective on the date of the signature of the last party to sign this Agreement and expires on March 31, 2027, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, this agreement is dependent on the approval and execution of a contract between the County and Homeland Health Specialist, Inc. to provide childhood vaccinations at the School District. County will provide a copy of its contract with Homeland Health Specialist, Inc. to School District upon request.
2. Purpose. The purpose of this Agreement is to for Dakota County, through its contract with Homeland Health Specialist, Inc., to provide childhood vaccinations at School District locations. All services provided by the County and Homeland Health Specialist, Inc., are described in Exhibit 2, Service Grid.

3. School District Obligations. School District agrees to do as follows: (1) to designate an area within a School District building where vaccinations may be provided to applicable students in the School District; (2) to work with the County and Homeland Health Specialist, Inc. to determine mutually agreeable dates and times for such vaccinations; (3) to advertise and/or promote the vaccination clinics to families residing in the School District; (4) to work with the County to prepare a mutually acceptable vaccination consent form to be signed by each vaccination recipient's parent or legal guardian; and (5) to have a School District representative present during the vaccination clinics to provide consent forms to be signed by each child's parent or legal guardian. A signed consent form must be received by County or Homeland Health Specialist, Inc. prior to each child's vaccination(s).

The grant funds utilized to pay Homeland Health Specialist, Inc, for services it will provide School District hereunder are subject to the terms and conditions contained in both the Federal COVID-19 Vaccination Implementation Grant Agreement between Dakota County and the State of Minnesota dated May 10, 2021, as may be periodically amended, including amendments dated November 30, 2021 and December 13, 2023. ("State Contracts"). School District agrees to comply with all terms and conditions contained in the State Contracts that are applicable to the County to the extent that they are applicable to the activities described in the Service Grid. County will provide copies of these contracts to School District upon request.

4. County Obligations.
The County, through its contractual relationship with Homeland Health Specialist, INC, agrees to provide childhood vaccinations to children in the School District as described in Exhibit 2 from the Effective Date through March 31, 2026, on the dates and times agreed upon by School District, Homeland Health Specialist, Inc., and the County.
5. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

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

The School District's Authorized Representative is:
Name/Title
Telephone:
Email:

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

6. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
7. Indemnification. The parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing herein shall be construed as a waiver by School District or County of any of the immunities or limitations of liability to which they may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
8. Insurance Terms. Each Party shall maintain policies of insurance or self-insurance that cover the services provided under this Agreement in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04 or other applicable statutes.
9. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
10. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time. Minn. Stat. § 144.3351 allows for the sharing of certain immunization data between School District and County. Pursuant to this statute, School District agrees that the County must collect and maintain the following information about each child receiving a vaccination:
 - (1) patient's name, address, date of birth, gender, parent or guardian's name; and
 - (2) date vaccine was received, vaccine type, lot number, and manufacturer of all immunizations received by the patient, and whether there is a contraindication or an adverse reaction indication.
11. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement. Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
12. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this

Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

13. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
14. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the School District's failure to cure an event of default within the Cure Period, the County may terminate this Agreement and its obligation to provide childhood vaccinations under this Agreement for cause by providing thirty (30) days' written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.
15. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
16. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement:
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
17. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
18. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the School District. Any amendment to this Agreement must be in

writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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

COUNTY OF DAKOTA

By: _____

Title: _____

Date: _____

Dakota County Contract
Dakota County BR

INDEPENDENT SCHOOL DISTRICT 200

School District Board
Resolution number/date: _____

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to

contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the

Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

14. party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

EXHIBIT 2 – Service Grid**Goal**

Dakota County Public Health (DCPH) Department as being the Provider of Record for the Childhood Vaccinations will support the vaccination efforts of school district to improve vaccination rates and expediate compliance to the Minnesota requirements for school attendance.

School District’s responsibilities

- Meet with Homeland Health Specialist, Inc. and County in advance of clinic to discuss logistics and ensure the space for the clinic will meet the needs of this Agreement
- Provide limited staff during the clinic to be an usher or greeter
- Obtain and provide to Homeland Health Specialist, Inc. signed vaccination consent forms from parents prior to each child’s participation in the event
- Facilitate logistics of on-site vaccination events
- Conduct communication campaigns to staff and families of the school district.

Homeland Health Specialist, Inc. responsibilities under its Agreement with the County

- Meet with DCPH or identified school districts in advance of the clinic to make sure identified space meets the needs for the clinic and to determine logistics for the clinic.
- Provide nursing staff and administration as the Provider of Record up to a mutually agreed upon number of vaccinations, not to exceed a mutually agreed upon total number of vaccinations.
- Provide clinic supplies needed to vaccinate
- Work with DCPH or identified school partners to contact prioritized cohorts based on MDH and Center for Disease Control’s (CDC) criteria to notify them of vaccine availability.
- Be the Provider of Record, meeting all of MDH requirements including but not limited to:
 - Pre-registration of clients
 - Scheduling of client appointments
 - Obtaining and tracking signed written consent forms for minor clients from parents or legal guardians
 - Gating of clients to ensure that clients meet vaccination criteria as provided by the County
 - Logistics for vaccination clinic
 - Documentation of doses and sending data to MIIC, within 7 days of administration of each vaccine as required by MDH
 - Review of client health information to determine whether contraindications or precautions exist that would medically exclude a potential vaccine recipient
 - Logistics for vaccination clinic including nurse staffing, supplies and removal of medical waste
 - Documentation of doses and sending data to MIIC within 7 days of administration of each vaccine as required by MDH
 - Bill client’s insurance as applicable
 - Provide onsite or virtual interpreters as needed
- Provide clinic summary email to DCPH with a report after each clinic is completed, including:
 - Number of clients registered
 - Number of clients receiving one or more vaccinations
 - Number of clients denied vaccination due to not meeting vaccination criteria
 - Summary including immunizations given by date, by district, and by immunization type
 - Client satisfaction data
- Provide individual-level data to DCPH for its records, following all data practices and HIPAA requirements, either through encrypted email or other secure process
- Submit monthly invoices to PHInvoices@co.dakota.mn.us

County responsibilities

- Execute contract, provide payment for services and monitor outcomes with Homeland Health Specialist, Inc.
- Meet with Homeland Health Specialist, Inc. and school district in advance of clinic to discuss logistics and ensure the space for the clinic will meet the needs of the Homeland Health Specialist, Inc.
- Provide limited staff during the clinic to be an usher or greeter.
- Provide on-site District vaccination clinic services in the event Homeland Health Specialist, Inc. is unable to provide services and County agrees to perform, based on its capacity and resources, to perform such services.

Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open County case. Homeland Health Specialist, Inc. must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless there is specific prior authorization by the County, Homeland Health Specialist, Inc. must access interpreters from those agencies under contract with the County to provide interpreter services.

Inclusion, Diversity & Equity

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

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

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

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

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



Board of Commissioners

Request for Board Action

Item Number: DC-5367

Agenda #: 9.2

Meeting Date: 3/24/2026

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Management Control Agreement With Minnesota Information Technology Services

PURPOSE/ACTION REQUESTED

Authorize execution of the Management Control Agreement (MCA) between Dakota County Community Corrections (DCCC) and Minnesota Information Technology Services (MNIT).

SUMMARY

Criminal Justice Information Systems (CJIS) access is essential to the daily operations of DCCC. The DCCC receives secure network and internet services from MNIT. To maintain this access, DCCC must enter into an MCA with MNIT as required by the Federal Bureau of Investigation’s (FBI) CJIS Security Policy (Attachment: Management Control Agreement).

CJIS access allows DCCC staff to use critical tools such as the Criminal Justice Network’s (CJN) integrations and the National Crime Information Center (NCIC) to confirm active warrants, track arrests and custody status, review bail and holds information, and access jail systems including PCI. Intake and pretrial staff rely on this access when police reports are unavailable, to support domestic violence screening and safety decisions, verify DNA status, and securely work within the jail or remotely. Without this agreement and continued CJIS access, staff would lose timely and reliable information that is necessary for public safety, informed decision-making, and efficient operations.

OUTCOMES

This agreement formally documents MNIT’s role in continuing to provide secure network and internet services that allow DCCC systems to connect with the Bureau of Criminal Apprehension (BCA) and national crime justice systems, while affirming DCCC’s authority to manage and enforce controls over its own systems and applications.

RECOMMENDATION

Staff recommends execution of the MCA between DCCC and MNIT.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, Criminal Justice Information Systems (CJIS) access is essential to the daily operations

of Dakota County Community Corrections (DCCC); and

WHEREAS, the DCCC receives secure network and internet services from Minnesota Information Technology Services (MNIT); and

WHEREAS, to maintain this access, DCCC must enter into a Management Control Agreement (MCA) with MNIT as required by the Federal Bureau of Investigation's CJIS Security Policy; and

WHEREAS, CJIS access allows DCCC staff to use critical tools such as the Criminal Justice Network's (CJN) integrations and the National Crime Information Center (NCIC) to confirm active warrants, track arrests and custody status, review bail and holds information, and access jail systems including PCI; and

WHEREAS, intake and pretrial staff rely on this access when police reports are unavailable, to support domestic violence screening and safety decisions, verify DNA status, and securely work within the jail or remotely; and

WHEREAS, without this agreement and continued CJIS access, staff would lose timely and reliable information that is necessary for public safety, informed decision-making, and efficient operations.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute a Management Control Agreement with the State of Minnesota, acting through its office of Minnesota Information Technology Services (MNIT), subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Management Control Agreement.

BOARD GOALS

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

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

Management Control Agreement

Pursuant to the CJIS Security Policy, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network MNIT for the interstate exchange of criminal history/criminal justice information, Dakota County Community Corrections (DCCC) shall have the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities.
- (2) Standards for the selection, supervision, and termination of personnel access to Criminal Justice Information (CJI).
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel from access or use of equipment accessing the State network.
- (5) Compliance with all rules and regulations of the DCCC Policies and CJIS Security Policy in the operation of all information received.

“...management control of the criminal justice function remains solely with the Criminal Justice Agency.” Section 5.1.1.4

This agreement covers the overall supervision of all DCCC systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any DCCC system to include NCIC Programs that may be subsequently designed and/or implemented within the DCCC.

John Israel
Minnesota IT Services

Date

Gilbert Acevedo, Assistant County Manager
Dakota County Community Corrections

Date

Board Resolution Number: _____



Board of Commissioners

Request for Board Action

Item Number: DC-5317

Agenda #: 9.3

Meeting Date: 3/24/2026

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Power Of Partnership, Inc., DBA SafeGenerations, For Children And Family Practice Model And Workplace Belonging Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Power of Partnership, Inc., doing business as (dba) SafeGenerations, to provide practice model and workplace belonging services for Dakota County Children and Family Services.

SUMMARY

The Minnesota Legislature established the Minnesota African American Family Preservation and Child Welfare Disproportionality Act ("the Act") within Minn. Stat. §§ 260.61 to 260.693 with the intent of reforming child protection policies and practices to eliminate long-standing racial disparities and poor outcomes for children and families of color. Although the legislation was enacted in 2024, the statewide effective date that applies to Dakota County is January 1, 2027.

A few key provisions of the Act include:

- Requiring responsible social service agencies to provide active efforts to prevent out-of-home placement and reunify families, and to implement safety plans with specific parameters to allow children to remain in their home in most cases for all children to whom the Act applies; and
- Limiting the use of emergency removals, foster care placements and terminations of parental rights to better ensure children are not unnecessarily removed from their homes either temporarily or permanently; and
- Requiring cultural competency training for case workers, supervisors, judges, guardians ad litem and attorneys working in the child welfare system.

Dakota County Children and Family Services (CFS) released a Request for Proposal on January 23, 2026, to contract for the provision of planning, training, coaching and program development services to enact a comprehensive, culturally responsive, strengths-based child welfare practice model that:

- Includes a child safety decision-making framework; and
- Develops a workplace culture that creates meaningful belonging for all staff.

Staff reviewed and evaluated each workplan and budget proposal and selected Power of Partnership Inc., dba SafeGenerations, to provide the service beginning the date of contract execution through December 31, 2027, in a not to exceed amount of \$500,000 (Attachment: Solicitation Summary).

OUTCOMES

Outcome measures will be established in the contract with the successful vendor after the work plan has been established. At a minimum, the following outcomes will be measured.

How much? Outcomes related to the development of culturally relevant, family-driven safety plans in compliance with the Act will be developed with the successful vendor.

How well? Outcomes related to the development of culturally relevant, family-driven safety plans in compliance with the Act will be developed with the successful vendor.

Is anyone better off? Over time after the model is developed, trained and implemented, we will measure the reduction of out-of-home placements with a 10 percent reduction goal.

RECOMMENDATION

Staff recommends a contract be executed with Power of Partnership Inc., dba SafeGenerations, to provide practice model and workplace belonging services for CFS beginning the date of contract execution through December 31, 2027, in a not to exceed amount of \$500,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The cost of this contract is included in the 2026 Social Services Budget in the General Fund and will be paid for using levy.

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

RESOLUTION

WHEREAS, the Minnesota Legislature established the Minnesota African American Family Preservation and Child Welfare Disproportionality Act (the Act) within Minn. Stat. §§ 260.61 to 260.693 with the intent of reforming child protection policies and practices to eliminate long-standing racial disparities and poor outcomes for children and families of color; and

WHEREAS, although the legislation was enacted in 2024, the statewide effective date that applies to Dakota County is January 1, 2027; and

WHEREAS, a few key provisions of the Act include:

- Requiring responsible social service agencies to provide active efforts to prevent out-of-home placement and reunify families, and to implement safety plans with specific parameters to allow children to remain in their home in most cases for all children to whom the Act applies; and
- Limiting the use of emergency removals, foster care placements and terminations of parental rights to better ensure children are not unnecessarily removed from their homes either temporarily or permanently; and

- Requiring cultural competency training for case workers, supervisors, judges, guardians ad litem and attorneys working in the child welfare system

; and

WHEREAS, Dakota County Children and Family Services released a Request for Proposal on January 23, 2026, to contract for the provision of planning, training, coaching and program development services to enact a comprehensive, culturally responsive, strengths-based child welfare practice model that:

- Includes a child safety decision-making framework; and
- Develops a workplace culture that creates meaningful belonging for all staff

; and

WHEREAS, staff reviewed and evaluated each workplan and budget proposal and selected Power of Partnership Inc., dba SafeGenerations, to provide the service beginning the date of contract execution through December 31, 2027, in a not to exceed amount of \$500,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute a contract with Power of Partnership Inc., dba SafeGenerations, for practice model and workplace belonging services for Dakota County Children and Family Services in a not to exceed amount of \$500,000 beginning the date of execution through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary

BOARD GOALS

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

CONTACTS

Department Head: Nikki Conway

Author: Michelle Jensen

Solicitation Summary

Date of Solicitation: January 29, 2026

Number of Proposals Received: 4

Review Team Agencies: Lawrence Dickens – Deputy Director, Suzanne Tuttle – Deputy Director, Jennifer Streefland - Supervisor

Services Description:

Dakota County Children and Family Services (CFS) is seeking to contract for the provision of planning, training, coaching and program development services to enact a comprehensive, culturally responsive, strengths-based child welfare practice model that:

- includes a child safety decision-making framework; and
- to develop a workplace culture that creates meaningful belonging for all staff.

Primary Deliverables:

- Timely response to inquiries and communications.
- Project management input and participation.
- Assistance with scheduling trainings, meetings, and other duties as mutually agreed upon.
- Vendor to provide detailed work plan to support service goals during contract negotiations.

Solicitation Selection Criteria:

- a. Development of a consistent, strengths-based, culturally responsive practice model across all program areas within CFS, both voluntary and involuntary, to establish common language, definitions, vision, and decision-making criteria.
- b. In developing the broader practice model beyond child protection, the CFS practice model should include a focus on preventing entry into the child protection system, prevention of child maltreatment and the development of protective factors.
- c. Proposed consultation services must include a focus on workplace belonging to build community and support throughout CFS.
- d. All implementation strategies should focus on how supervisors and management will be provided the information, education and skill development to coach their teams through the change management process required to implement the new CFS practice model.

- e. Provide a description of the consulting team members that includes their education, experience and the project activities they will be supporting.
- f. Please provide a general description of the applicant organization's experience with working on similar projects in other jurisdictions.
- g. Please provide a sample budget proposal that includes costs associated with implementing the work plan with Year One and Year Two separated.

Evaluation Results:

After a thorough review, the review panel recommended to award contracts with Power of Partnership, Inc. DBA SafeGenerations.

Rationale of Recommended Vendor:

This vendor scored the highest out of all four proposals based on the criteria above. Their proposal identified the services that the County department was looking for. They are well established in the community and known for their safety practice model. They are a Minnesota-based agency.



Board of Commissioners

Request for Board Action

Item Number: DC-5374

Agenda #: 9.4

Meeting Date: 3/24/2026

DEPARTMENT: Social Services-Aging & Disability Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement Amendment With City Of Farmington To Add Accessible Features In Public Spaces For Inclusion For Adults And Youth With Disabilities

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) amendment with the City of Farmington to increase inclusion for adults and youth with and without disabilities by adding accessible features to public spaces.

SUMMARY

By Resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative. Communities for All selected the City of Farmington to increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces.

Through its Communities for All initiative, grant funding will be provided to do the following:

- Equip community recreation facilities with adaptive tools, such as adult-sized changing tables, to ensure individuals with physical disabilities can access, use, and enjoy public amenities with dignity and independence.

By Resolution No. 25-373 (August 12, 2025), the County Board authorized the execution of a joint powers agreement with the City of Farmington (Attachment: JPA - City of Farmington) in an amount not to exceed \$16,000 to be used for the installation of an adult changing table at the community center. Due to unanticipated costs of installation, the City of Farmington has requested an additional \$6,126. The Communities For All Committee reviewed and approved the request for the additional funding (Attachment: JPA - Amendment).

OUTCOMES

How Much?

- Number of users of the new adult changing table
- Number of staff and volunteers who receive trainings
- Number of promotional outreach activities to inform community of new changing table

How Well?

City of Farmington:

- Through feedback and surveys, aiming for at least 80 percent of users to report improved accessibility and inclusion

Is Anyone Better Off?

- The new inclusive equipment and resources will break down barriers to participation, making public spaces more accessible and comfortable. Better staff and volunteer training will ensure residents receive knowledgeable, respectful support. As a result, people with disabilities will experience greater inclusion, independence, and a stronger sense of belonging in their community.

RECOMMENDATION

Staff is requesting authorization to execute a JPA amendment with the City of Farmington to add \$6,126 to the original amount of \$16,000 for a new not to exceed amount of \$22,126 from September 10, 2025 through August 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

This is funded using DHS Workforce Shortage grant funds and is included the 2026 Adopted General Fund Budget as part of the Social Services Department budget.

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

RESOLUTION

WHEREAS, by Resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative; and

WHEREAS, Communities for All selected the City of Farmington to increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces; and

WHEREAS, through its Communities for All initiative, grant funding will be provided to do the following:

- Equip community recreation facilities with adaptive tools, such as adult-sized changing tables, to ensure individuals with physical disabilities can access, use, and enjoy public amenities with dignity and independence

; and

WHEREAS, by Resolution No. 25-373 (August 12, 2025), the County Board authorized the execution of a joint powers agreement (JPA) with the City of Farmington in an amount not to exceed \$16,000 to be used for the installation of an adult changing table at the community center; and

WHEREAS, due to unanticipated costs of installation, the City of Farmington has requested an additional \$6,126; and

WHEREAS, the Communities For All Committee reviewed and approved the request for the additional funding.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute a joint powers agreement amendment with the City of Farmington from September 10, 2025 through August 31, 2026, in an amount not to exceed \$22,126, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-572; 12/03/24

25-373; 08/12/25

ATTACHMENTS

Attachment: JPA - City of Farmington

Attachment: JPA - Amendment

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: DeAnn Prouty

**JOINT POWERS AGREEMENT FOR COMMUNITIES FOR ALL
BETWEEN THE COUNTY OF DAKOTA AND
CITY OF FARMINGTON**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Social Services, and City of Farmington, 430 Third Street, Farmington, MN 55024 (“City”), by and through their respective governing bodies.

RECITALS

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

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

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Human Services Agreement No. GK304 for implementation of the County’s Communities for All Initiative (CFA);

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

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

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

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the City so that the City may participate in the Dakota County Communities For All program. All funds provided by the County are to be used by the City solely for the purposes described in Exhibit 2, Service Grid.
3. City Obligations under State Contracts. The grant funds provided to City under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated December 21, 2024, as may be periodically amended (“State Contracts”). See Exhibit 4. City agrees to comply with all terms and conditions

contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the City within 30 days of execution.

4. County Obligations. The County agrees to reimburse the City in an amount not to exceed \$16,000.00 for costs incurred in performing services fulfilling the Purpose described above from the, Effective Date through August 31, 2026.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the City within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted by September 30, 2026. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

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

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

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

The City's Authorized Representative is:
 Kellee Omlid, Director of Parks & Recreation
 Telephone: 651-280-6851
 Email: komlid@farmingtonmn.gov

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

7. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
8. Use of Subcontractors. The City shall not engage subcontractors under this Agreement without the express written consent of the County. It is City's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to City.
9. Indemnification. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, City shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the City.
11. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this

Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

15. Compliance with Law. The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
 - (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 - (2) The County may enforce any additional remedies it may have in law or equity.
 - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.
17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level

relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

18. Special Conditions. The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
- (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the County Grant Contract – Communities For All, Minnesota Department of Human Services and Dakota County Social Services Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.
 - (c) The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
- Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
 - Exhibit 3: Invoice Form; and
 - Exhibit 4: DHS County Grant Agreement
20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the City. Any amendment to this Agreement must be in writing and executed by the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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

**FIRST AMENDMENT
TO THE JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
AND CITY OF FARMINTON
FOR COMMUNITIES FOR ALL INCLUSION INITIATIVE**

WHEREAS, effective September 10, 2025, the County of Dakota, by and through its Social Services Department, (“County”), and City of Farmington, 430 Third St., Farmington, MN 55024 (“City”) entered into a joint powers agreement under which the County awarded the City a subgrant related to the Communities For All Inclusion Initiative (“the Agreement”); and

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the Agreement provides that any amendments shall be valid only when in writing and signed by Authorized Representatives of the parties.

ACCORDINGLY, the parties agree to amend the Agreement to increase the Total Cost as follows:

1. Section 4, County Obligations, of the Agreement is hereby amended to read as follows:

The County agrees to reimburse the City in an amount not to exceed \$22,126.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through August 31, 2026.

2. Exhibit 3, Service Grid, of the Agreement is hereby replaced with Exhibit 3, Service Grid-Revised, attached hereto.
3. All other terms of the Agreement between County and City shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Agreement.
4. If any provision of this Amendment conflicts with the any provision of the Agreement, or an earlier Amendment, the conflicting provision of this Amendment prevails.

ELECTRONIC SIGNATURES

EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS AGREEMENT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.

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

[Signature Page to Follow]

COUNTY OF DAKOTA

By: _____

Title: Assistant County Manager

Date: _____

County Board Res No. 26-
Dakota County Contract #CLA20779.1

CITY OF FARMINGTON

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

Exhibit 2: Service Grid

Communities For All Project: City of Farmington Partnership to Build Inclusive Communities

Service Location: Dakota County, City of Farmington

Purpose

The purpose of this project is to advance the objectives of the Communities for All initiative. This project category is:

- Training
- Technical Assistance
- Microgrants
- Communications & Marketing

Increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces in the City of Farmington.

REVISED February 2, 2026

In May 2025, the City of Farmington Parks and Recreation Department applied to Dakota County's Communities for All Initiative for \$16,000 to purchase and install an electric adult changing station at the Rambling River Center. The City was awarded \$16,000 in reimbursable funding in July 2025.

The original cost estimates included \$10,226 for the changing station, \$5,300 for electrical work, and \$474 for installation, based on an initial installation estimate of \$400–\$600. City staff later determined the installation required specialized expertise and structural reinforcement to support up to 500 pounds. A formal proposal from CM Construction Company, Inc. identified installation costs of \$6,600.

Communities for All Review Committee has approved an additional \$6,126 for installation costs.

Target Group

Residents of Dakota County

Goals

Advance Physical Accessibility in Public Spaces

Equip community recreation facilities with adaptive tools, such as adult-sized changing tables, to ensure individuals with physical disabilities can access, use, and enjoy public amenities with dignity and independence.

Foster Belonging and Dignity for All Community Members

Reduce isolation and exclusion by removing barriers to participation, empowering individuals with disabilities to engage more fully in recreational, cultural, and social activities throughout Farmington.

Lead by Example in Building Inclusive Community Infrastructure

Position Farmington as a leader in accessibility and inclusion by intentionally designing spaces and programs that reflect the diverse needs of all residents, modeling equity, empathy, and respect as cornerstones of civic engagement.

Service Expectations

Procure and Install Inclusive Equipment

- Purchase and install an adult-sized universal changing table in the Rambling River Community Center in the City of Farmington.

Maintain Accessibility of Installed Resources

- Ensure that all newly installed equipment remains functional, clean, and accessible to the public.

Promote Awareness and Use of Inclusive Resources

- Promote awareness of these new inclusive tools through city communication channels (social media, flyers, website).
- Train relevant staff and volunteers on the purpose and use of the inclusive resources.

Engage the Community

- Gather community feedback, particularly from individuals with disabilities and their families, to inform the effectiveness of the resource.
- Respond to feedback and adjust to improve inclusion and participation.

Comply with Project Oversight and Reporting Requirements

- Collaborate with Dakota County staff to ensure transparency, timely updates, and alignment with county-wide inclusion goals.
- Submit project updates and required reports, including documentation of equipment purchases, installation photos, and use feedback.

Provider Collaboration

- Provider will attend grant meetings to share progress, discuss challenges, and align efforts. Attendance ensures transparency, accountability, and opportunities for collective problem-solving. Additionally, providers will collaborate and communicate with one another regarding their community outreach activities. This includes sharing insights, coordinating efforts to avoid duplication, and identifying opportunities for partnership to maximize community impact.

Project Publicity

- Publicity regarding the subject matter of this contract must identify Communities for All, Dakota County, and the Minnesota Department of Human Services as the sponsoring agencies. All projects within the grant activities must include branding and marketing images for Communities for All, the Minnesota Department of Human Services, and Dakota County.

Outcome Measures

Increased Accessibility of Public Spaces

- Measure: Number and type of inclusive resources installed
- Target: Installation of all requested.
- Evaluation Method: Pre- and post-installation inventory and photographic documentation.

Improved Community Participation by People with Disabilities

- Measure: Observed or reported use of inclusive equipment and resources by individuals with disabilities.
- Target: Documented use of the installed resource at least once per month within six months of implementation.
- Evaluation Method: Staff observation logs, user feedback forms, and informal surveys at events or facilities.

Enhanced Community Awareness of Inclusion Tools

- Measure: Reach and engagement of communications promoting new inclusive features.
- Target: At least 500 community members reached via city newsletters, social media, signage, or other outreach methods.
- Evaluation Method: Social media and newsletter metrics, flyer distribution logs, signage placement confirmation.

Positive User Feedback

- Measure: Satisfaction and perceived benefit reported by users with disabilities and their families.
- Target: 80% of respondents report that the new resources made spaces or events more accessible and welcoming.
- Evaluation Method: Feedback collected through QR codes at facilities, online surveys, or in-person interviews.

Staff and Volunteer Preparedness

- Measure: Number of staff and volunteers trained on the use and purpose of inclusive resources.
- Target: 100% of front-facing staff and volunteers trained at locations where the new resource is deployed.

- Evaluation Method: Training attendance logs and pre/post training knowledge checks (optional).

Reporting

1. Meet with Dakota County staff at the project's outset and as needed throughout the project.
2. Participate in a meeting with Dakota County staff at the conclusion of the grant period and present outcomes of the project. Provide a written final report providing a summarization of the data for the entire period of the grant. (see details of final report #4)
3. Submit all dated, itemized receipts for project purchases.
4. The service provider (Farmington Parks and Recreation) will be responsible for submitting timely and complete reports to Dakota County to demonstrate progress, ensure accountability, and support continuous improvement. Required reporting includes:

Initial Implementation Report

Due Date: Within 60 days of contract execution or upon installation of the first inclusive resource.

Contents:

- Timeline for procurement and installation of all proposed items.
- Confirmation of installation sites and schedule.
- Any initial barriers or adjustments to the implementation plan.

Mid-Project Progress Report

Due Date: Midway through the project term or 6 months after start, whichever comes first.

Contents:

- Status update on the inclusive equipment purchase and installation.
- Photos documenting the installed resource.
- Summary of community outreach or staff training conducted.
- Preliminary usage or feedback data (if available).
- Any revisions to the project timeline or budget.

Final Report

Due Date: Within 30 days of project completion or by the end of the contract period.

Contents:

- Confirmation that all funded items were purchased and installed.
- Final expenditure report including itemized budget and receipts.
- Summary of user feedback and community impact (quantitative and qualitative).
- Metrics tied to outcome measures (e.g., usage data, awareness outreach, training completion).
- Reflections on successes, challenges, and recommendations for future inclusion efforts.

Ad Hoc Updates (if requested)

- **Contents:** Brief updates on installation delays, changes in resource location, or emerging community needs related to accessibility.
- **Due:** As requested by Dakota County staff.

County Responsibilities

1. Collaborative plan strategy and logistics for the successful execution of: The City of Farmington Partnership to Build Inclusive Communities.
2. Schedule and attend all 1:1 project check-in meetings with the Contractor. The meeting will occur: at the initiation and conclusion of the grant and as outlined in the Reporting Section.
3. Process invoices for the Contractor
4. Provide opportunities for the Contractor to provide feedback on the Communities for All initiative.

Payment Limitations

The County will pay for services as follows:

(Revised Feb 2026) NTE \$22,126 to equip the designated community space with essential inclusive resources:

\$22,126 for 1 adult-sized changing table and installation

Payment Source:

Workforce Shortage - DHS Grant Funds

Billing Procedures

- a. Contractor shall, within 7 days after the end of the month, submit an invoice and request for payment on an invoice form acceptable to the County.
- b. The invoice shall include all expenses for the previous month and certify expenditures and itemize (as applicable), 1) the date such services were provided, and 2) a general description of the services provided.
- c. Invoices shall be submitted to DeAnn Prouty at deann.prouty@CO.DAKOTA.MN.US
- d. The County shall make payment to the Contractor within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
- e. If the invoice is incorrect, defective, or otherwise improper, the County will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the Contractor, the County will make payment within thirty-five (35) days.
- f. The County will impose a 10% penalty for invoices received 30 days after the date that invoiced services were performed. The County will impose a 20% penalty for invoices received 60 days after the date that invoiced services were performed. The County will refuse payment on invoices received 90 days after the date that the invoiced services were performed. Exceptions: If the Contractor is billing MA or other third-party payers, the penalty on late billing does not apply until six months have passed from the end date of the service. If it is anticipated that a bill

on a case will take longer than six months to resolve, the Contractor is to alert the County Deputy Director. All bills for a calendar year must be submitted to the County by February 15 of the following calendar year to receive reimbursement.



Board of Commissioners

Request for Board Action

Item Number: DC-5495

Agenda #: 9.5

Meeting Date: 3/24/2026

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Add 11 Full-Time Equivalent Financial Assistant Specialist II Positions In Employment and Economic Assistance Department

PURPOSE/ACTION REQUESTED

Authorize the creation of 11 new full-time equivalent (FTE) Financial Assistant Specialist II positions in 2026 in the Employment and Economic Assistance (E&EA) Department to address Medical Assistance backlogs and requirements of House Resolution 1 (HR1).

SUMMARY

In response to the COVID-19 pandemic the federal government provided for continuous Medical Assistance (MA) coverage without annual recertification. In spring 2023, that continuous coverage was ended and counties resumed annual recertifications. Since that time, Dakota County, like most counties, has had a backlog of applications and renewals needing to be processed. The MA backlog for new applications is currently about 450 applications for elderly and disabled, 120 for other new applications, and 3,400 applications for recertifications processed through METS, the Minnesota Electronic Technology System. This is a decrease from nearly 6,000 backlogged METS recertifications a year ago.

Improvements to application timeliness have been made through improved OnBase workflows, reorganizing teams for greater efficiency, use of data dashboards, staff overtime, and temporary financial workers from other counties.

While the department has made great progress in decreasing backlogs, the passage of HR1 in July 2025 adds new requirements for E&EA. Most notably is the requirement of recertifications two times a year, rather than once, decreasing retroactive eligibility from 90 days to either 30 or 60 days depending on the case type, and adding work requirements for many MA participants. Taken alone, the twice annual recertification would double the work of financial workers.

To prepare for HR1 the department wants to ensure it is well-placed to have the current backlog at a manageable level or eliminated by January 1, 2027. While the increased recertification requirement starts January 1, 2027, the first renewal notices will be sent to clients starting in October 2026. Analyses by Public Assistance managers indicates that 11 additional staff are needed to decrease the backlog and prepare for the additional renewals.

The E&EA Department has relied on overtime and temporary staff to address backlogs. This request will use funds from staff overtime and temporary staffing to fund 11 permanent FTEs. There will still

be funding for overtime and/or temporary staff, so conversion to FTEs increases overall capacity. Having regular staff rather than temporary decreases training needs and increases continuity for teams.

New staff would be brought on in two phases. The first phase would be from April to July 2026 and would eliminate 11 part-time staff and add 6 Financial Assistance Specialist IIs. The second phase would be from August to December 2026 and would eliminate 9 part-time staff and add 5 Financial Assistant Specialist IIs.

OUTCOMES

The expected outcomes are:

- Decrease MA backlogs to manageable levels or elimination by January 1, 2027
- Increase timely and uninterrupted access to health care coverage for residents
- Position E&EA to provide timely MA application and renewal processing as the requirements of HR1 begin
- Decrease regular use of overtime and temporary staffing

RECOMMENDATION

Staff recommends authorization of the phased-in approach to create 11 new FTE Financial Assistant Specialist II positions in 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

Staff anticipates no fiscal impact from this action since existing personnel funds, previously used for overtime and temporary staff, will be used to fund these new positions. The department and finance staff will conduct periodic assessments to ensure this remains zero net cost. If staff costs exceed the overtime and temporary staff reduction amounts vacant positions will be kept open.

The FTE impact will be 11 additional new FTEs for a department total of 313.50 FTEs.

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

RESOLUTION

WHEREAS, the Employment and Economic Assistance Department has had Medical Assistance application and renewal backlogs since the end of continuous Medical Assistance coverage due to the COVID-19 pandemic; and

WHEREAS, the Medical Assistance backlogs negatively impact the ability of residents to access health care; and

WHEREAS, the department has decreased the backlog by half through improved processes and technology, reorganization, staff overtime, and temporary staff but there is still a backlog of more than 3,000 cases; and

WHEREAS, federal House Resolution 1 (HR1) introduces new requirements for Medical Assistance that go into effect on January 1, 2027, including twice annual recertifications, decreased retroactive

eligibility, and work requirements that will greatly increase the workload of Financial Assistant Specialist IIs; and

WHEREAS, Dakota County will best be prepared to implement new Medical Assistance requirements in HR1 if the existing backlog is reduced or eliminated; and

WHEREAS, the Employment and Economic Assistance Department has relied on staff overtime and temporary staff to decrease the backlog and greater capacity can be achieved by using those funds for regular, permanent staff with no fiscal impact.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby authorizes the creation of 11 new full-time equivalent Financial Assistant Specialist II positions in the Employment and Economic Assistance Department that will be hired in two phases, the first starting in April 2026 and the second in August 2026.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACTS

Department Head: Dana DeMaster

Author: Dana DeMaster



Board of Commissioners

Request for Board Action

Item Number: DC-5059

Agenda #: 10.1

Meeting Date: 3/24/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Submit Clean Water Fund Competitive Grant Application For Well Seal Grants

PURPOSE/ACTION REQUESTED

Authorize submission of a \$100,000 Clean Water Fund (CWF) Competitive Grant application to the Minnesota Board of Soil and Water Resources (BWSR) to continue to support the Dakota County Well Seal Grant Program.

SUMMARY

The State CWF was established with the purpose of protecting, enhancing, and restoring water quality in lakes, rivers, and streams, in addition to protecting groundwater and drinking water sources from degradation. The CWF Competitive Grant is a biennial application process. The County Board of Commissioners approved using CWF dollars to support the Well Seal Grant Program during the last application round by Resolution No. 24-369 (July 30, 2024).

Staff proposes to apply for the 2027 CWF Competitive Grant to continue to support the Dakota County Well Seal Grant Program. Grant funds will be used for staff time in project development, program management, and administration costs. The grant will also provide up to 50 percent cost-share funding to reimburse property owners for sealing unused wells. Requesting continued CWF support for well sealing activities is important. The Well Seal Grant Program provides over \$80,000 annually in cost-share to property owners.

Unsealed water supply wells not in use pose a threat to health, safety, and the environment by providing a potential conduit for contamination from the surface down to drinking water aquifers. MN Statute 103I requires well owners to seal unused wells. A well must be sealed by a licensed well contractor. The costs associated with well sealing can be a financial burden for the well owner, so well sealing grants provide an incentive for well owners to bring their properties into compliance with the law.

Dakota County is eligible to receive this grant because of the adopted 2020-2030 Dakota County Groundwater Plan. This effort is in support of the Dakota County Groundwater Plan strategy 1C2 to "prevent groundwater contamination by getting unused, unsealed wells sealed." The required non-state, 10 percent grant match will be achieved through landowner 50 percent cost-share match; therefore, additional funding from Dakota County is not anticipated. The application deadline is March 25, 2026. Grant awards are expected in July 2026. Grant projects must be completed by December 31, 2029.

RECOMMENDATION

Staff recommends the County Board authorize staff to submit a \$100,000 CWF grant application to BWSR to support the Well Seal Grant Program.

EXPLANATION OF FISCAL/FTE IMPACTS

If awarded, staff will submit a separate board action requesting authorization to execute the award and amend the 2026 Environmental Resources Operating Budget. The ten percent CWF grant match will be covered by the landowner’s 50 percent well seal cost-share match.

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

RESOLUTION

WHEREAS, the State Clean Water Fund (CWF) through the Minnesota Board of Soil and Water Resources was established for the purpose of protecting, enhancing, and restoring water quality in lakes, rivers, and streams, in addition to protecting groundwater and drinking water sources from degradation; and

WHEREAS, staff proposes to apply for the 2027 CWF Competitive Grant to continue to support the Dakota County Well Seal Grant Program; and

WHEREAS, grant funds will be used for staff time in project development, program management, and administration costs and provide 50 percent cost-share funding to reimburse property owners for sealing unused wells; and

WHEREAS, unsealed water supply wells not in use pose a threat to health, safety, and the environment by providing a potential conduit for contamination from the surface down to drinking water aquifers; and

WHEREAS, this grant request supports the Dakota County Groundwater Plan strategy 1C2 to “prevent groundwater contamination by getting unused, unsealed wells sealed”; and

WHEREAS, the required ten percent non-state grant match will be offset by the landowner’s 50 percent cost-share match; and

WHEREAS, the grant application deadline is March 25, 2026, and the grant expiration date is December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit a Clean Water Fund grant application to the Board of Water and Soil Resources to support the Well Seal Grant Program for an amount up to \$100,000.

PREVIOUS BOARD ACTION

24-369; 7/30/24

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart
Author: Valerie Neppl



Board of Commissioners

Request for Board Action

Item Number: DC-5252

Agenda #: 10.2

Meeting Date: 3/24/2026

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Third Contract Amendment With Ebert, Inc., dba Ebert Companies, For Wentworth Library Renovation

PURPOSE/ACTION REQUESTED

Authorize execution of the third contract amendment with Ebert, Inc., dba Ebert Companies, to provide construction services for the Wentworth Library Renovation project.

SUMMARY

The 2025-2029 Facilities Capital Improvement Program Adopted Budget included a project to renovate the Wentworth Library in West St. Paul. The construction contract was awarded to Ebert Companies, in the sum of \$3,578,700, by Resolution No. 25-146 (March 25, 2025).

In October 2025, when construction work was about 50 percent complete, staff executed the first contract amendment to Ebert Companies' construction contract. This amendment increased the contract value by \$47,112.94. In January 2026, when construction work was about 90 percent complete, a second contract amendment to Ebert Companies' construction contract was executed. The second contract amendment increased the contract value by \$121,771.50.

Construction work is now complete on this project. As work concluded, additional changes in work scope were discovered and resolved, resulting in requested contract changes totaling \$43,367.92 and an extension of the substantial completion date by 20 working days. Combined with previous changes, this brings the total of construction contract changes to \$212,252.36. The result is a new total contract value of \$3,790,952.36 and a substantial completion date of February 20, 2026. A full list of all contract changes related to this requested third contract amendment can be found in Attachment: Summary of Work Scope Changes.

In comparison to the original construction contract value of \$3,578,700, total changes are just under six percent which is consistent with the total percent increase observed on County projects of this size and complexity.

RECOMMENDATION

Staff recommends authorizing a third contract amendment with Ebert Companies to increase the value by \$43,367.92 for reimbursement of known construction changes and to add 20 working days to the completion schedule for the Wentworth Library Renovation project. This will increase the total contract value to \$3,790,952.36 and extend the substantial completion date to February 20, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The Facilities Capital Improvement Program includes \$7,400,000 for project 2000259 Wentworth Library Design and Renovation. There is sufficient project budget available to fund the third contract amendment with Ebert Companies.

Funding Source	Total Approved Budget	Available Budget
County Debt	\$7,400,000	\$1,632,945
Total	\$7,400,000	\$1,632,945

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

RESOLUTION

WHEREAS, the 2025 Capital Improvement Program Adopted Budget for the Wentworth Library Renovation project is a total of \$7,400,000; and

WHEREAS, by Resolution No. 25-146 (March 25, 2025), the County Board approved the original contract with Ebert, Inc., dba Ebert Companies, in the sum of \$3,578,700; and

WHEREAS, in October 2025, staff executed the first contract amendment totaling \$47,112.94 to amend the work scope; and

WHEREAS, in January 2026, staff executed the second contract amendment totaling \$121,771.50 to amend the work scope; and

WHEREAS, upon construction completion, a third contract amendment is being requested to increase the contract by \$43,367.92 and to add 20 working days to the completion schedule; and

WHEREAS, the total authorized contract amendments to this contract would then be \$212,252.36 for reimbursement of known construction change orders on the project, for a new total contract value of \$3,790,952.36; and

WHEREAS, the new substantial completion date of the construction contract will be February 20, 2026; 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 Ebert, Inc., dba Ebert Companies, 23350 County Road 10, Corcoran, MN 55357, in an amount not to exceed \$43,367.92 and to add 20 working days to the schedule, for a maximum contract total not to exceed \$3,790,952.36 subject to approval by the County Attorney’s office as to form.

PREVIOUS BOARD ACTION

25-146; 03/25/25

ATTACHMENTS

Attachment: Summary of Work Scope Changes

BOARD GOALS

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

CONTACT

Department Head: Mike Lexvold

Author: Trish Bremer

Attachment: Summary of Work Scope Changes

2000259: Wentworth Library Renovation

Last Updated: 03/06/26

Change Proposal Request Log

Item #	Issued Date	Description	Amount	Final Action	Final Action Date	Notes/Explanation
CO #1		Change Order No. 1 Contract Amendment No. 1	\$47,112.94	Executed	10/13/25	Substantial completion date = 01-23-26 (no change).
CO #2		Change Order No. 2 Contract Amendment No. 2	\$121,771.50	Executed	01/13/26	Substantial completion date = 01-23-26 (no change).
CP#21		Change flooring in Rms 153, 160 & 161 from CTF-1 to CTF-2.	\$1,872.20	Accepted	01/02/26	
CP#27	11/25/25	Add (4) access panels in ceiling to meet County standards for locking.	\$345.00	Accepted	01/13/26	
PR-05	12/03/25	Interior sign changes.	\$331.20	Accepted	03/05/26	
PR-06	12/08/25	Add working platform to service mech equip above ceiling - structural costs.	\$20,736.80	Accepted	12/17/25	Add 20 working days to schedule due to work postponement.
PR-06	12/08/25	Add working platform to service mech equip above ceiling - finish costs.	\$9,589.85	Accepted	01/02/26	
CP#30	12/10/25	Add metal infill panels at ends of linear diffusers to fill gaps.	\$5,010.55	Accepted	12/17/25	
CP#31	12/23/25	Add custom vinyl wall covering mural in Children's Area.	\$9,379.97	Accepted	12/29/25	
CP#32	01/07/26	Replace existing rusted pipe and fittings.	\$3,775.45	Accepted	01/16/26	
CP#34	01/20/26	Change cove base in RRs from Schluter HKS to Schluter HKU.	(\$1,759.00)	Accepted	01/26/26	
CP#35	01/27/26	Camera relocation, patch/repair wall.	\$3,250.48	Accepted	02/03/26	
CP#36	01/27/26	Add data jack at Children's Area self-checkout counter.	\$564.65	Accepted	02/03/26	
CP#37	02/23/26	Utility usage charges.	(\$15,367.88)	Accepted	02/23/26	
CP#38	01/30/26	Caulk vertical and head joints of all exterior windows except Big Arc and aluminum storefront.	\$2,061.95	Accepted	01/30/26	
CP#39	02/10/26	Replace leaking sprinkler system fittings.	\$4,847.25	Accepted	02/17/26	
CP#40	02/17/26	Credit for 4" high backsplash in lieu of full height backsplash.	(\$4,923.00)	Accepted	03/04/26	
CP#41	02/17/26	Connect AMHS fire panel to building fire panel.	\$549.70	Accepted	03/04/26	
CP#42	02/27/26	Relocate exit sign, replace with new double sided, suspended exit sign.	\$437.00	Accepted	03/04/26	
CP#43	03/02/26	Add data jacks in Mech Rm and Vestibule ceiling.	\$442.75	Accepted	03/04/26	
CP#44	03/03/26	Credit for using wood cleats in lieu of metal brackets in (9) Study Rooms.	(\$450.00)	Accepted	03/04/26	
CP#45	03/03/26	Add AHU-1 return fan VFD to BAS.	\$1,668.65	Accepted	03/05/26	
CP#46	03/04/26	Add exit sign in Staff Workroom.	\$598.00	Accepted	03/04/26	
CP#47	03/04/26	Credit for not installing sound barrier mullion cap at exterior window.	(\$800.00)	Accepted	03/04/26	
CP#48	03/04/26	Low voltage work to add auto door operator at single use RR.	\$1,206.35	Accepted	03/06/26	

Original Contract Total:	\$3,578,700.00
Total of Approved Changes to Date:	\$168,884.44
Total of Proposed Changes:	\$43,367.92
Total of All Changes:	\$212,252.36
New Contract Total:	\$3,790,952.36



Board of Commissioners

Request for Board Action

Item Number: DC-5366

Agenda #: 10.3

Meeting Date: 3/24/2026

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Ebert Inc. To Provide Compactors And Storage Facilities For Recycling Zone Plus Project

PURPOSE/ACTION REQUESTED

Authorize award and execution of a contract with Ebert Inc. to provide compactors and storage facilities for the Recycling Zone Plus project.

SUMMARY

The general contractor for the Recycling Zone Plus facility was awarded a contract by Resolution No. 25-541 (November 18, 2025).

Intentionally, the general construction contract did not include three trash compactors, a lithium battery storage facility, or a propane storage facility.

A public bid was advertised on February 5, 2026. One bid was received and opened on February 26, 2026:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate One</u>	<u>Total</u>
Ebert Inc.	\$356,000	\$155,000	\$511,000

Alternate No. 1 changes the basis of design from Sani-Tech and Cram-a-Lot brand compactors to Komar Auger Pak and Tram Pak brand compactors. The compactor brands are similar size and quality, and both were included in the bidding process to promote competition.

Staff is recommending the approval of the Base Bid.

Staff and LHB, the project design firm, reviewed the bidder qualifications and found that Ebert Inc. has submitted the lowest responsive and responsible bid.

The larger building construction is planned to begin in spring 2026 and will last approximately 12 months. The three components of the purchase will be delivered on site near the end of the building construction.

RECOMMENDATION

Staff recommends the bid for the compactors and storage facilities at the Recycling Zone Plus be awarded to Ebert Inc. in an amount not to exceed \$356,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The Facilities Capital Improvement Program Adopted Budget for the Project includes total funding of \$21,150,000. This will support the issuance of the contract.

Project 1001301 Recycling Zone Plus Implementation

Funding Source	Total Budget	Available Budget
State Bonding (2025)	\$6,000,000	\$6,000,000
State Bonding (2020)	\$2,000,000	\$0
Environmental Legacy Fund (ELF) Balance	\$9,731,000	\$7,702,329
Scott County Contribution	\$3,419,000	\$3,419,000
Total	\$21,150,000	\$17,121,329

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

RESOLUTION

WHEREAS, the 2025 Facilities Capital Improvement Program (CIP) Adopted Budget authorized the Recycling Zone Plus project; and

WHEREAS, bid documents were prepared by LHB, and advertised on February 5, 2026; and

WHEREAS, one competitive bid was received on February 26, 2026; and

WHEREAS, Ebert Inc. dba Ebert Companies with a business address of 23350 Co Rd 10, Loretto, MN 55357 has submitted a bid of \$356,000 for the base bid; and

WHEREAS, staff and LHB reviewed the qualifications of the bidder and recommend award to Ebert Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$356,000, for the compactors and storage facilities for the Recycling Zone Plus project; and

WHEREAS, funding for the project is within the approved Building CIP Adopted Budget total of \$21,150,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Ebert Inc., 23350 Co Rd 10, Loretto, MN 55357, in an amount not to exceed \$356,000, for the compactors and storage facilities for the Recycling Zone Plus project, substantially as presented and attached, subject to approval by the County Attorney’s office as to form.

PREVIOUS BOARD ACTION

25-541; 11/18/25

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACT

Department Head: Mike Lexvold

Author: Joe Lexa



Board of Commissioners

Request for Board Action

Item Number: DC-5401

Agenda #: 10.4

Meeting Date: 3/24/2026

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Stahl Construction To Provide Construction Services For Burnhaven Library Renovation

PURPOSE/ACTION REQUESTED

Authorize award of bid and execution of a contract with Stahl Construction to provide construction services for the Burnhaven Library Renovation project. This project is included in the 2026-2030 Facilities Capital Improvement Program Adopted Budget.

SUMMARY

This renovation project will focus on interior changes, such as mechanical and electrical system upgrades, code compliance and accessibility improvements, furniture, fixture, equipment, and finish upgrades, and other changes to support process improvement to service delivery.

Construction bid documents were prepared by staff with professional design support from Hammel, Green & Abrahamson (HGA). The bidding documents included a Base Bid and three Bid Alternates. Alternate Bid #1 includes adding the full renovation of the lobby restrooms. Alternate Bid #2 includes adding more hydronic terminal heat replacements to align with the lower operating temperatures of the new boilers. Alternate Bid #3 includes replacing carpet with a more durable composite textile flooring in identified areas.

The project was formally advertised for three consecutive weeks starting on January 15, 2026. Twelve competitive bids were received on February 17, 2026 (Attachment: Bid Tab). The following list includes the three lowest bids received with base bid, three alternate bids, and total values:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt Bid #1</u>	<u>Alt Bid #2</u>	<u>Alt Bid #3</u>	<u>Total</u>
Stahl Construction	\$3,650,000	\$69,000	\$54,000	\$5,000	\$3,778,000
Ebert, Inc.	\$3,813,000	\$83,700	\$82,700	\$1,000	\$3,980,400
CoBeck Construction	\$3,926,082	\$93,640	\$72,737	- \$200	\$4,092,259

Staff and HGA have reviewed the submitted bid forms, found everything to be in accordance with the design intent and bidding requirements, and recommend award to Stahl Construction. After further review, staff recommends proceeding with the Base Bid and acceptance of Alternate Bid #1, Alternate Bid #2, and Alternate Bid #3. The combined total value of the base bid and all three alternate bids from Stahl Construction is approximately 23 percent below the latest construction cost estimate due to the current favorable bidding environment. The available project budget can support a contract for this combined total value.

RECOMMENDATION

Staff recommends award to Stahl Construction as the lowest responsive and responsible bidder in the amount not to exceed \$3,778,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 Facilities Capital Improvement Program (CIP) Adopted Budget for the Burnhaven Library Renovation project is \$8,200,000 and is funded entirely from the recent sale of County debt. This project budget includes funding for construction and can support the issuance of this contract.

Project 2000463 Burnhaven Library Design and Renovation

Funding Source	Total Approved Budget	Available Budget
General Obligation Capital Improvement Bonds, Series 2025A	\$8,200,000	\$7,497,680
Total	\$8,200,000	\$7,497,680

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

RESOLUTION

WHEREAS, the 2026-2030 Facilities Capital Improvement Program Adopted Budget includes a project to renovate the Burnhaven Library; and

WHEREAS, a Core Planning Group worked with Hammel, Green & Abrahamson (HGA) to confirm the project needs and develop the design; and

WHEREAS, bid documents were prepared by staff with professional design support from HGA, which were released for bidding on January 15, 2026; and

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

WHEREAS, twelve competitive bids were received on February 17, 2026; and

WHEREAS, Stahl Construction has submitted the lowest responsive and responsible bid; and

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

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

WHEREAS, staff and HGA have reviewed the qualifications of the bidder and recommend award to Stahl Construction in an amount not to exceed \$3,778,000; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Stahl Construction, 861 East Hennepin Avenue, Suite #200, Minneapolis, MN 55414, in an amount not to exceed \$3,778,000 for the Burnhaven Library Renovation project, subject to approval by the County Attorney's office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Bid Tab

BOARD GOALS

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

CONTACT

Department Head: Mike Lexvold

Author: Mike Wiese



ATTACHMENT: BID TABULATION

Burnhaven Library Renovation

CIP# 2000463 - 5409

February 17, 2026 @ 2:00 p.m.

Bidder #	Bidder Name	Bid Bond	Bid Form	Addenda			Base Bid	Alternate #1	Alternate #2	Alternate #3	EVALUATED AWARD TOTAL
		Y/N	all attachments & complete?	1	2	3		ADD balance of lobby restroom renovation	ADD balance of hydronic terminal replacements	ADD carpeting upgrades	(Base + all 3 Alternates)
PRIME CONSTRUCTION CONTRACT											
Bidder #1	Stahl Construction	Y	Y	X	X	X	\$ 3,650,000	\$ 69,000	\$ 54,000	\$ 5,000	\$ 3,778,000
Bidder #2	Ebert Inc.	Y	Y	X	X	X	\$ 3,813,000	\$ 83,700	\$ 82,700	\$ 1,000	\$ 3,980,400
Bidder #3	CoBeck Construction Company LLC	Y	Y	X	X	X	\$ 3,926,082	\$ 93,640	\$ 72,737	\$ (200)	\$ 4,092,259
Bidder #4	Parkos Construction Company	Y	Y	X	X	X	\$ 3,947,600	\$ 107,600	\$ 86,500	\$ 5,500	\$ 4,147,200
Bidder #5	Jorgenson Construction Inc.	Y	Y	X	X	X	\$ 3,998,000	\$ 69,500	\$ 88,500	\$ 5,800	\$ 4,161,800
Bidder #6	KNB Contracting LLC	Y	Y	X	X	X	\$ 4,040,390	\$ 82,210	\$ 86,100	\$ (314)	\$ 4,208,386
Bidder #7	Project One Construction, Inc.	Y	Y	X	X	X	\$ 4,092,000	\$ 87,000	\$ 85,000	\$ -	\$ 4,264,000
Bidder #8	Hamline Construction, Inc.	Y	Y	X	X	X	\$ 4,046,500	\$ 150,647	\$ 91,741	\$ 3,485	\$ 4,292,373
Bidder #9	Morcon Construction Co., Inc.	Y	Y	X	X	X	\$ 4,180,000	\$ 70,300	\$ 47,500	\$ 1,500	\$ 4,299,300
Bidder #10	Versacon Inc.	Y	Y	X	X	X	\$ 4,269,000	\$ 92,000	\$ 84,000	\$ -	\$ 4,445,000
Bidder #11	BCI Construction, Inc.	Y	Y	X	X	X	\$ 4,335,000	\$ 95,000	\$ 160,000	\$ -	\$ 4,590,000
Bidder #12	Greiner Construction, Inc.	Y	Y	X	X	X	\$ 4,372,618	\$ 1,113,219	\$ 78,700	\$ 4,495	\$ 5,569,032



Board of Commissioners

Request for Board Action

Item Number: DC-5304

Agenda #: 10.5

Meeting Date: 3/24/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization And City Of Lakeville, For Lake Marion Phosphorus Treatment Project, County Project 50-19

PURPOSE/ACTION REQUESTED

Authorize the execution of a joint powers agreement (JPA) with the Vermillion River Watershed Joint Powers Organization (VRWJPO) and the City of Lakeville for the Lake Marion Phosphorus Treatment Project.

SUMMARY

To promote a safe and efficient transportation system, Dakota County, in cooperation with the City of Lakeville, proceeded with County Project (CP) 50-19, expanding County State Aid Highway (CSAH) 50 (Kenwood Trail) to a four-lane highway from CSAH 60 (185th Street) to CSAH 9 (Dodd Boulevard) in Lakeville. The project improved safety and operations by reducing conflict points and allowed for additional capacity. The project also included a stormwater basin (Jaguar Pond) located at the intersection of Kenwood Trail and Jaguar Avenue (Attachment: Jaguar Pond Vicinity Map). Construction of the project and the pond was essentially complete by October 2018.

The Jaguar Pond did not function as designed due to continuous groundwater seepage, and base flow conditions resulted in capacity reduction and ultimate failure of the stormwater basin. The City of Lakeville, in partnership with VRWJPO and Dakota County, took the lead in designing and constructing improvements to the pond. Improvements to the pond were made to remove phosphorus prior to water entering Lake Marion.

A JPA was drafted to allow all three agencies to jointly cooperate in completing the Jaguar Pond improvements for the Lake Marion Phosphorus Treatment Project. Under the terms of the JPA, Dakota County, VRWJPO, and the City share equally in the design costs of the pond of \$5,800 for each agency. Estimated construction costs of \$90,609 are also equally shared between Dakota County, VRWJPO, and the City of Lakeville. Project responsibilities and project cost sharing obligations are identified in the Attachment: Jaguar Pond Draft JPA.

RECOMMENDATION

Staff recommends authorizing execution of the JPA with VRWJPO and the City of Lakeville for the Lake Marion Phosphorus Treatment Project.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026-2030 Transportation Capital Improvement Program includes adequate funding in the Storm Sewer System Set-aside for the design and construction of the Jaguar Pond estimated at \$36,003.

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

RESOLUTION

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) received Watershed Based Implementation Funding (Grant) for the 4th and Willow Total Suspended Solids (TSS) Reduction Project (Project); and

WHEREAS, to promote a safe and efficient transportation system, Dakota County, in cooperation with the City of Lakeville, proceeded with County Project (CP) 50-19, expanding County State Aid Highway (CSAH) 50 (Kenwood Trail) to a four-lane highway from CSAH 60 (185th Street) to CSAH 9 (Dodd Boulevard); and

WHEREAS, the project also included a stormwater basin (Jaguar Pond) located at the intersection of Kenwood Trail and Jaguar Avenue; and

WHEREAS, Jaguar Pond did not function as designed due to continuous groundwater seepage, and base flow conditions resulted in capacity reduction and ultimate failure of the stormwater basin; and

WHEREAS, the City of Lakeville, in partnership with VRWJPO and Dakota County, took the lead in designing and constructing improvements to the pond; and

WHEREAS, improvements to the pond were made to remove phosphorus prior to water entering Lake Marion; and

WHEREAS, a joint powers agreement (JPA) was drafted to allow all three agencies to jointly cooperate in completing the Jaguar Pond improvements for the Lake Marion Phosphorus Treatment Project; and

WHEREAS, staff recommends authorizing execution of the JPA with VRWJPO and the City of Lakeville for the Lake Marion Phosphorus Treatment Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Transportation Director to execute a Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization and the City of Lakeville for the Lake Marion Phosphorus Treatment Project, subject to approval by the Dakota County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

- Attachment: Jaguar Pond Vicinity Map
- Attachment: Jaguar Pond Draft JPA

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Todd Howard

Jaguar Pond Reconstruction



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 200 feet
1/23/2026

**JOINT POWERS AGREEMENT BETWEEN THE VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION, THE CITY OF LAKEVILLE, AND DAKOTA COUNTY
FOR LAKE MARION PHOSPHOROUS TREATMENT PROJECT/DAKOTA COUNTY 50-19/
JAGUAR POND IMPROVEMENTS PROJECT, CITY PROJECT 24-49**

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

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the City of Lakeville (City) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, Dakota County (County) is a governmental and political subdivision of the State of Minnesota, and

WHEREAS, the VRWJPO identified Lake Marion as a water resource requiring protection from further degradation of water quality resulting from phosphorus and sediment-laden stormwater runoff; and

WHEREAS, Jaguar Pond, formerly known as Jaguar Avenue Stormwater Basin, is located in Lakeville and accepts drainage from upstream areas and drains to Lake Marion within the Vermillion River Watershed; and

WHEREAS, the VRWJPO, County and City partnered in the initial construction of Jaguar Pond in 2018 as part of Dakota County 50-19 project; and

WHEREAS, continuous groundwater seepage and base flow created conditions and storage capacity reduction, combined with large storm events, resulting in the failure of Jaguar Pond; and

WHEREAS, all applicable warranties regarding the initial construction of Jaguar Pond have expired; and

WHEREAS, the City has entered into a contract with an engineering consultant to provide a final design of improvements determined by the engineering consultant to be necessary to improve the functionality of the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond (City Project 24-49 (Project)), contract documents including plans and specifications (Project Plans), and construction administration for the Project at a cost of \$17,400.00 (Engineering Cost); and

WHEREAS, the City has awarded a contract for the construction of the Project at a total cost of \$90,609.00 (Project Cost); and

WHEREAS, construction of the Project is will commence in 2025; and

WHEREAS, the VRWJPO, County and City are partnering to share in the Engineering Cost and Project Cost of the Project as set forth herein; and

WHEREAS, the City has agreed to provide up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost and has funding available in their budget to participate in the costs; and

WHEREAS, the County has agreed to provide up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost and has funding available in their budget to participate in the costs; and

WHEREAS, the VRWJPO has agreed to provide up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost and has funding available in their budget to participate in the costs.

NOW, THEREFORE, in consideration of the mutual promise and benefits that the VRWJPO, County and City shall derive from this Agreement, the VRWJPO, County, and City hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1
PURPOSE**

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the VRWJPO, City, and County.

**ARTICLE 2
PARTIES**

The parties to this Agreement are the VRWJPO, City, and County.

**ARTICLE 3
TERM**

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4
COOPERATION**

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

**ARTICLE 5
TECHNICAL AND QUALITY ASSURANCE**

Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project will be designed using appropriate practice standards for design, construction, operation, and maintenance. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the Project Plans, including approved modifications, prior to authorization for payment by the VRWJPO or County. The City shall have an as-built plan set provided to the VRWJPO and County by the engineer(s) immediately following Project completion as part of the required Project certification.

**ARTICLE 6
PROJECT PLANS AND SPECIFICATIONS**

The City is the lead agency for design and construction administration of the Project, effective upon execution of this Agreement by all parties. The VRWJPO, City, and County shall approve the plans and specifications (Project Plans) prior to the City advertising for bids.

**ARTICLE 7
PAYMENT**

7.1 The City shall administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

7.2 The parties shall make the following contributions toward the Engineering Cost and Project Cost in accordance with the following payment schedule in consideration of the benefit provided by the Project constructed in accordance with the Project Plans.

7.2.1 The County, by and through its Transportation Department, shall contribute up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 toward the Project Cost.

7.2.2 The City shall contribute up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost.

7.2.3 The VRWJPO shall contribute up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost.

7.3 The City's maximum eligible reimbursement is up to \$72,006.00 when accounting for cash contributions of both the VRWJPO and County.

7.4 No payment by the parties shall be made prior to approval of the Project Plans by the VRWJPO, City, and County.

7.5 The VRWJPO and County may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO and/or County from questioning the propriety of the claim. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claim.

7.6 Subject to Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.2.1 and 7.2.3. The City shall invoice the County and VRWJPO for their share of Engineering Cost along with such documentation required by either the County or VRWJPO to verify the City's payment to the engineer. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's engineer(s) and contractor(s).

ARTICLE 8 CITY OBLIGATIONS

8.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.

8.2 CONSTRUCTION REQUIREMENTS. The Project shall be constructed according to the Project Plans. The VRWJPO, City, and County shall approve any modifications to the Project Plans.

8.3 CONSTRUCTION AND DESIGN FAILURES. Any failure related to construction or design of the Project shall be addressed in the City's contracts with the construction firm and professional services firm.

8.4 RIGHT-OF-ENTRY. The City hereby permits the VRWJPO and County, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located to inspect the construction of the Project. Notwithstanding the right to inspect, neither the VRWJPO nor County is obligated hereunder to inspect the work performed on the Project.

8.5 OPERATION AND MAINTENANCE. The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the County and VRWJPO for on-going maintenance of

the Project upon completion and shall follow the terms described in the Joint Powers Agreement for the Dakota County 50-19 project (VRW Resolution 17-11) unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain.

8.6 COMPLIANCE WITH LAWS/STANDARDS. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

8.7 PUBLICITY. The City hereby permits the VRWJPO and County to take and disclose photographs of the Project for use in publications or promotional material or on their websites to highlight the VRWJPO's programs. The City, County, and VRWJPO shall appropriately acknowledge the funding provided by the VRWJPO, County, and City in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9 INDEMNIFICATION

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

ARTICLE 10 AUTHORIZED REPRESENTATIVES AND LIAISONS

10.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be made to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th Street W., Ste #103, Farmington MN,55024
Telephone: (612) 229-5855
twolf@co.scott.mn.us

TO THE CITY: Justin Miller or successor, City Administrator
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone: (952) 985-4400
jmiller@lakevillemn.gov

TO THE COUNTY: Georg T. Fischer, Director
Physical Development Division
14955 Galaxie Avenue

Apple Valley, MN 55124
Telephone: (952) 891-7007
georg.fischer@co.dakota.mn.us

In addition, regarding termination of this Agreement by the shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

10.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO, City, and the County. The VRWJPO, City, and the County shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison:	Jeff Dunn Water Resources Engineer Telephone: (952) 891-7546 Email: jeff.dunn@co.dakota.mn.us
City Liaison:	McKenzie Cafferty Environmental Resources Manager Telephone: (952) 985-4520 Email: mcafferty@lakevillemn.gov
County Liaison	Todd Howard Assistant County Engineer Telephone: (952) 891-7906 Email: todd.howard@co.dakota.mn.us

ARTICLE 11 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO, City, and County.

ARTICLE 12 TERMINATION

12.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate, to the other parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by the City or County in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

12.2 TERMINATION BY VRWJPO OR COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the County is obligated to pay for any services that are provided after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

**ARTICLE 13
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed under the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 14
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 15
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

**ARTICLE 16
GOVERNMENT DATA PRACTICES**

The City, County, and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City, County, or the VRWJPO.

**ARTICLE 17
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 18
DEFAULT: FORCE MAJEURE**

No party shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other parties as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, pandemic, acts of civil or military authority, and natural disasters.

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

CITY OF LAKEVILLE

By _____
Luke M. Hellier, Mayor
Date of Signature: _____

By _____
Ann Orlofsky, City Clerk
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

By _____
Mike Slavik or successor, Chair
Date of Signature: _____

VRW Res. No.25-45

DAKOTA COUNTY

By _____
Georg T. Fischer, Assistant County Manager
Physical Development Division
Date of Signature: _____

Dakota County Board Res. No.

DRAFT



Board of Commissioners

Request for Board Action

Item Number: DC-5402

Agenda #: 10.6

Meeting Date: 3/24/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Final Plats Recommended By Plat Commission

PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

SUMMARY

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County’s access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review (Attachments: Meeting Notes and Location Maps).

RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

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

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

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

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

DODD COMMONS	Lakeville
HERITAGE COMMONS 12 TH ADDITION	Lakeville
KRECHS LANDING	Inver Grove Heights

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Maps

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

**DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY**

February 11, 2026

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

Plat Name:	HERITAGE COMMONS 12TH ADDITION
PID:	223203200010
City:	Lakeville
County Road:	CSAH 50 (202 nd St. W.)
Current ADT (2021):	7,703
Projected ADT (2040):	14,900
Current Type:	4-lane divided
Proposed Type:	4-lane divided
R/W Guideline:	75ft (½ R/W)
Spacing Guideline:	¼ mile full access
Posted Speed Limit:	45 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	NW ¼ ; Sec. 29-114-20
In attendance (02/11/26):	Zach Johnson (city); Heather Botten (city); Grace Ellis (city)

REVIEW 02/11/26:

The plat is a replat of Outlot A, HERITAGE COMMONS 9th ADDITION. The right-of-way guidelines have been met and restricted access along CSAH 50 was dedicated in the plat of HERITAGE COMMONS. There were no further discussions.

RECOMMENDATION 02/11/26:

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

Plat Name:	DODD COMMONS
PID:	220090079011, 220090079014, partial 220090081010
City:	Lakeville
County Road:	CSAH 9 (179 th St. W.) / CSAH 23 (Cedar Ave.)
Current ADT (2021):	15,500 / 22,700
Projected ADT (2040):	16,800 / 42,000
Current Type:	4-lane, divided / 6-lane, divided
Proposed Type:	4-lane, divided / 6-lane, divided
R/W Guideline:	75 ft ½ ROW / 100 ft ½ ROW
Spacing Guideline:	½ mi full access
Posted Speed Limit:	50 mph / 50-55 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	SE ¼, Sec. 9-114-2
In attendance (02/11/26):	Zach Johnson (city); Heather Botten (city); Grace Ellis (city)

REVIEW 02/11/26:

The site includes city property for a proposed fire station and an existing water tower site. The right-of-way needs along CSAH 9 (179th Street West) are 75 feet of half right of way, which has been met. There are no planned access locations along 179th Street to this site. Restricted access should be shown along all of CSAH 9 (179th Street West) and CSAH 23. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The city mentioned that there are no current plans for Outlot C at this time; however, with a future development review, they plan to discuss an internal road system through Outlot C to the existing site to the east. As noted, the existing plat to the east (DOUBLE E CROSSINGS) was platted in 2005 with stipulations that included a temporary right turns only access along CSAH 23. This access will be closed at some point in the future but allowed to remain at this time. The following includes the meeting notes from the 2005 Double E CROSSINGS plat review with the city and Plat Commission regarding the temporary access along CSAH 23:

The temporary access on CSAH 23 (Cedar Avenue) will be removed upon the occurrence of any of the following events:

- Access is provided to the site (Double E Crossing) from the connection to 179th St. (future CSAH 9)*
- If the development of the adjacent parcel to the west of Double E Crossing occurs without connections to the 179th Street alignment.*
- At the direction of the Dakota County Board of Commissioners, when traffic conditions and/or safety issues warrant.*

The City of Lakeville has incorporated the agreed upon language into the Lakeville Planning Report regarding closure of the temporary access to CSAH 23 and will be included into the Development Contract. The Dakota County Transportation Department will work with the city to finalize the temporary access regarding the necessary turn lanes.

RECOMMENDATION 02/11/26:

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

**DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY
February 25, 2026**

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Todd Tollefson, Jake Chapek, and John Mertens. Others present: Todd Bentley

Plat Name:	KRECHS LANDING
PID:	200090087013, 202010002120
City:	Inver Grove Heights
County Road:	CSAH 28 (80 th St. E.)
Current ADT (2021):	5,320
Projected ADT (2040):	10,400
Current Type:	2-lane undivided
Proposed Type:	3-lane undivided/2-lane divided
R/W Guideline:	60 ft ½ ROW (both)
Spacing Guideline:	¼ mi full access
Posted Speed Limit:	40 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	SE ¼, Sec. 9-27-22
In attendance (02/25/26):	Kevin Shay (city)

REVIEW 02/25/26:

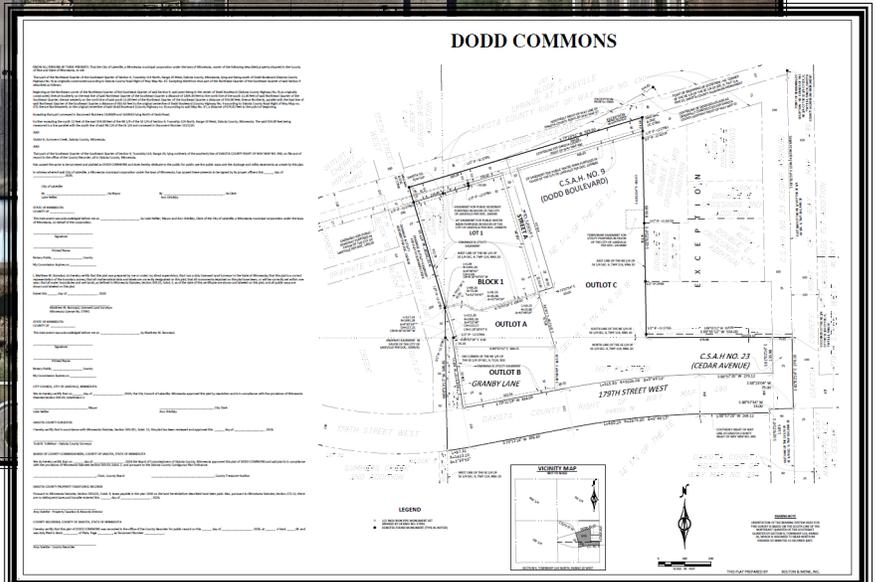
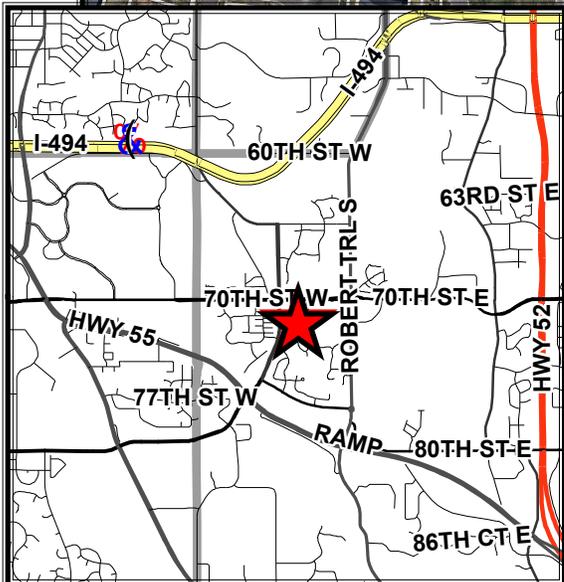
The site includes one existing lot with one access to CSAH 28. The proposed plat splits the property into two lots with an access to Boudreau Court for the northern lot along with retaining the existing driveway access to CSAH 28 for the southern lot. The right-of-way guidelines along CSAH 28 for future 3-lane undivided/2-lane divided roadway are 60 feet of half right of way. Restricted access should be shown along all of CSAH 28 except for one access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

RECOMMENDATION 02/25/26:

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

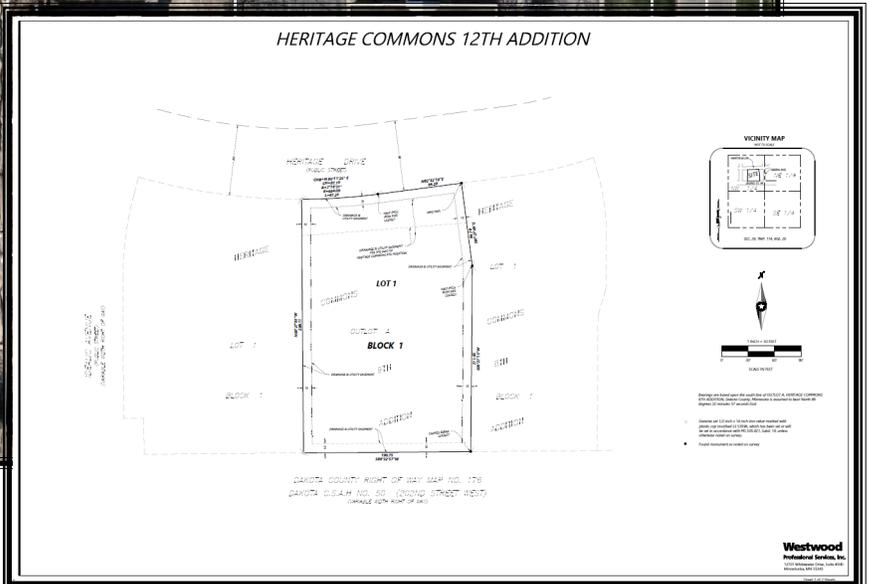
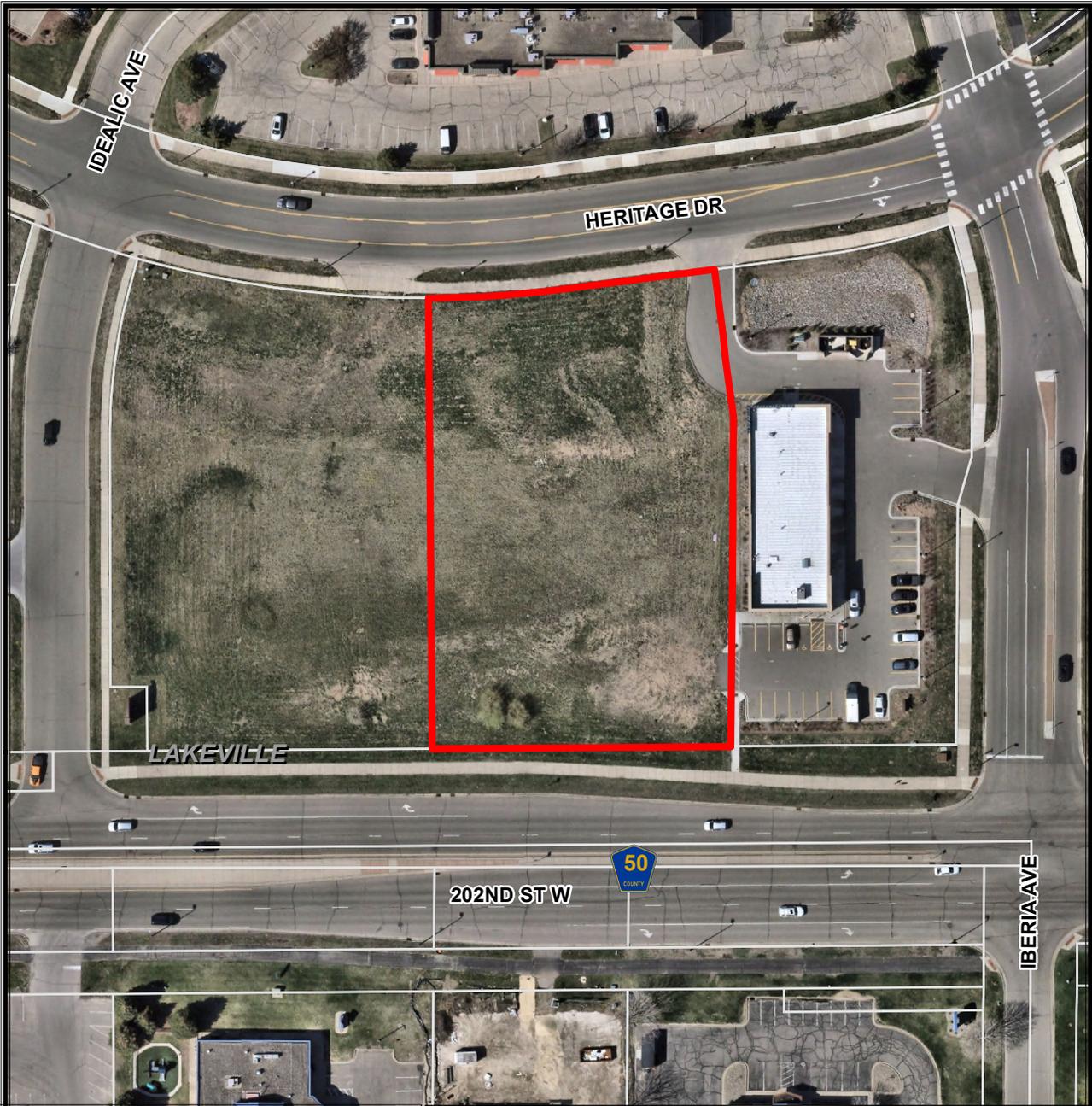
DODD COMMONS

Prepared by Dakota County Physical Development Division



HERITAGE COMMONS 12TH ADDITION

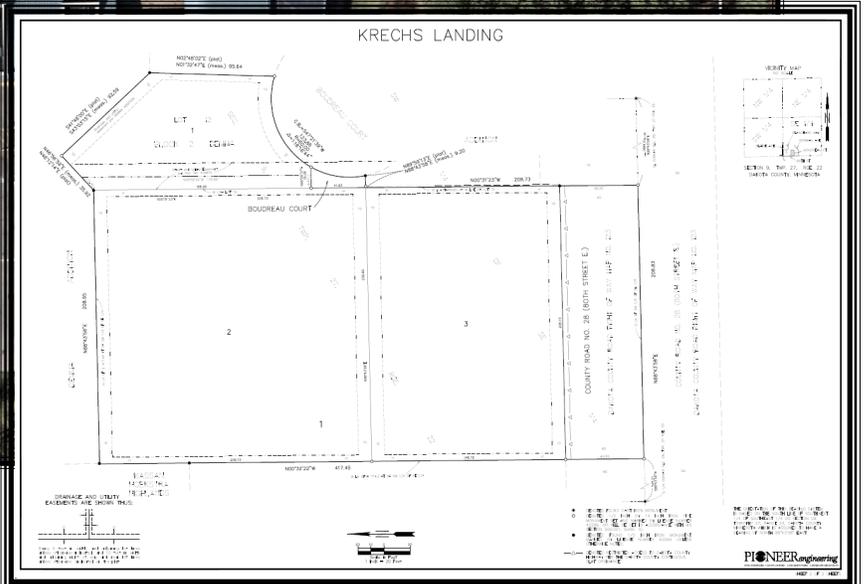
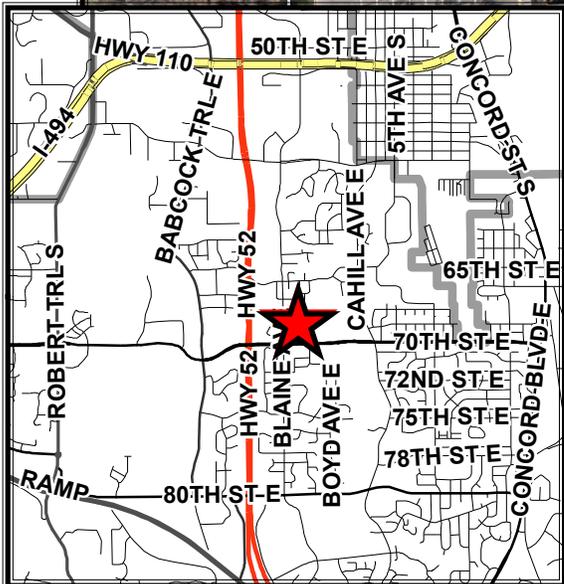
Prepared by Dakota County Physical Development Division



Westwood
Professional Services, Inc.
1000 Westwood Drive
Minnetonka, MN 55345

KRECHS LANDING

Prepared by Dakota County Physical Development Division





Board of Commissioners

Request for Board Action

Item Number: DC-5412

Agenda #: 10.7

Meeting Date: 3/24/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment With Stonebrooke Engineering, Inc., For Americans With Disabilities Act-Compliant Pedestrian Ramp Design Services For Countywide 2026 Preservation Of Paved Highway Surface Projects

PURPOSE/ACTION REQUESTED

Authorize the execution of a contract amendment with Stonebrooke Engineering, Inc., for additional work for the Americans with Disabilities Act-compliant pedestrian ramp designs for the 2026 Preservation of Paved Highway Surface projects.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with the 2026 preservation of paved highway surface projects. The 2026 preservation work includes pavement mill and overlay of County roadways, replacement of pedestrian curb ramps at intersections to meet the requirements of the Americans with Disabilities Act (ADA), application of pavement markings, and necessary repairs to the roadways and city utilities.

According to the Dakota County Americans with Disabilities Act Transition Plan (December 2024), "The County incorporates the most current ADA guidance to the maximum extent feasible, in accordance with applicable rules and regulations for maintenance projects." The highway preservation package is considered both maintenance and an alteration to the roadway, which provides a good opportunity to address any deficiencies of the pedestrian ramps.

It was previously estimated that 275 pedestrian ramps are adjacent to the projects currently included in the 2026 preservation of paved highway surface project package. Of these ramps, it was estimated that 137 would require design work for them to be reconstructed or modified to be ADA-compliant. This estimate was based entirely on an assumed proportion of the existing ramps, and not through any preliminary evaluation. Due to this high number of ramps, the Dakota County Transportation's Design Group executed a contract with Stonebrooke Engineering, Inc., for assistance to complete the design work and keep within the project schedule.

After Stonebrooke commenced with the evaluation and design work, their staff determined that 285 pedestrian ramps required evaluation, and 177 required design work. This additional evaluation and design work is meticulous and time consuming, warranting a budget amendment for design services to be performed. Supplemental tasks associated with the increase in pedestrian ramps include increased project management, and increased time processing and interpreting survey data provided by Dakota County.

RECOMMENDATION

Staff recommends authorizing a contract amendment with Stonebrooke Engineering, Inc., which would increase the not-to-exceed amount from \$157,091 to \$204,309 (an increase of \$47,218) to address additional work that was over the estimated amount of professional design services needed for Contract Number DCA23196.

EXPLANATION OF FISCAL/FTE IMPACTS

The Transportation Capital Improvement Program Budget includes over \$10 million for Preservation of Paved Highway Surface Projects funded by the Transportation Advancement Account and County State Aid Highways (CSAH) funds. Sufficient funds are available for this contract amendment. The cost share for the project is 100 percent County.

1000040 Paved Highway Surface Set-Aside		
Funding Source	Total Approved Budget	Available Budget
CSAH	\$5,532,614	\$5,532,614
Transportation Advance Account	\$4,554,508	\$4,554,508
Total	\$10,087,122	\$10,087,122

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the 2026 Preservation of Paved Highway Surface; and

WHEREAS, due to staff capacity, a consultant was needed to complete the Americans with Disabilities Act-compliant pedestrian ramp design tasks within the project schedule; and

WHEREAS, by Resolution No. 25-401 (August 26, 2025), the Dakota County Board of Commissioners authorized the execution of a design services contract with consultant Stonebrooke Engineering, Inc., to perform final design engineering services for a total contract amount not to exceed \$157,091; and

WHEREAS, the cost of additional work tasks to be performed by Stonebrooke Engineering, Inc., is \$47,218, resulting in a total amended contract value of \$204,309; and

WHEREAS, the County Engineer recommends executing the contract amendment with Stonebrooke Engineering, Inc., for Contract Number DCA23196 for design engineering of 2026 Preservation of Paved Highway Surface; and

WHEREAS, the adopted 2026 Transportation Capital Improvement Program Adopted Budget includes sufficient funding for Paved Highway Surface Projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Assistant County Manager to amend the not-to-exceed contract

value of \$157,091 for Contract Number DCA23196 with Stonebrooke Engineering, Inc., for 2026 Preservation of Paved Highway Surface to a total contract amount not to exceed \$204,309.

PREVIOUS BOARD ACTION

25-401; 8/26/25

ATTACHMENTS

Attachment: Project Location Map

Attachment: Stonebrooke Amendment Letter

BOARD GOALS

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

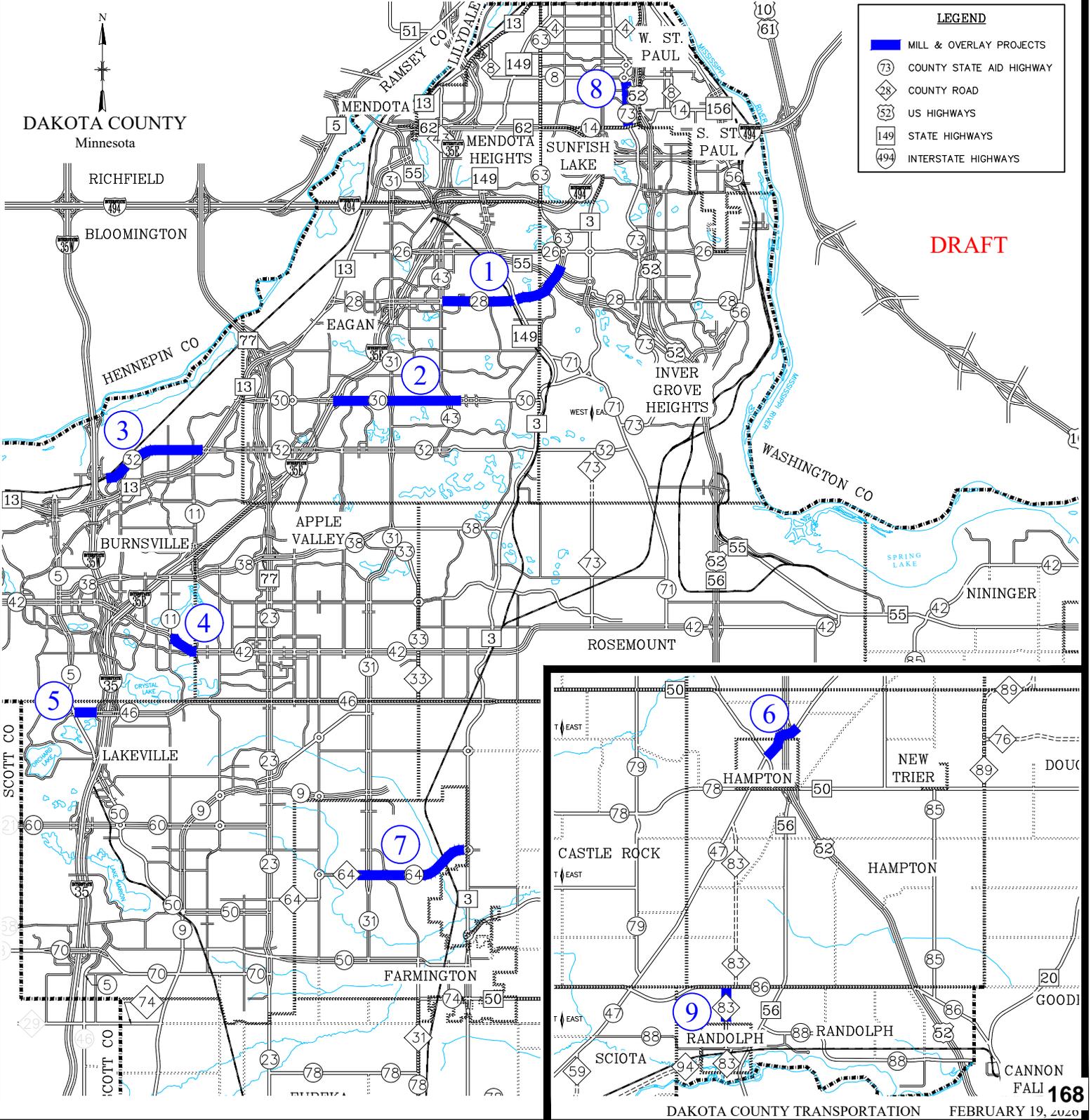
CONTACT

Department Head: Erin Laberee

Author: Kevin Krech

2026 PAVEMENT PRESERVATION

- ① 28-080 C.S.A.H. 28 FROM C.S.A.H. 43 TO NORTH OF AMANA TRAIL WITH EXCEPTION AT T.H. 149 IN EAGAN AND INVER GROVE HEIGHTS
WORK: BITUMINOUS MILL & OVERLAY AND ADA IMPROVEMENTS
- ② 30-044 C.S.A.H. 30 FROM I-35E TO NORTHVIEW ELEMENTARY IN EAGAN
WORK: BITUMINOUS MILL & OVERLAY, ADA IMPROVEMENTS, AND SIGNAL SYSTEM REVISION
- ③ 32-119 C.S.A.H. 32 FROM RAILROAD TRACKS TO T.H. 13 IN BURNSVILLE
WORK: MICRO SURFACING, TRAIL RECLAMATION, AND ADA IMPROVEMENTS
- ④ 42-178 C.S.A.H. 42 FROM C.S.A.H. 11 TO REDWOOD DRIVE IN BURNSVILLE AND APPLE VALLEY
WORK: BITUMINOUS MILL & OVERLAY AND ADA IMPROVEMENTS
- ⑤ 46-068 C.S.A.H. 46 FROM C.S.A.H. 5 TO I-35 IN LAKEVILLE
WORK: BITUMINOUS MILL & OVERLAY AND ADA IMPROVEMENTS
- ⑥ 47-050 C.S.A.H. 47 FROM T.H. 50 TO EAST OF T.H. 52 IN HAMPTON
WORK: BITUMINOUS MILL & OVERLAY AND ADA IMPROVEMENTS
- ⑦ 64-029 C.R. 64 FROM EVEREST PATH TO T.H. 3 IN FARMINGTON
WORK: BITUMINOUS MILL & OVERLAY AND ADA IMPROVEMENTS
- ⑧ 73-044 C.S.A.H. 74 FROM C.S.A.H. 14 TO C.S.A.H. 8 IN WEST ST. PAUL
WORK: BITUMINOUS MILL & OVERLAY AND ADA IMPROVEMENTS
- ⑨ 83-013 C.R. 83 FROM NORTH OF 290TH STREET TO C.S.A.H. 86 IN RANDOLPH TOWNSHIP
WORK: BITUMINOUS MILL & OVERLAY





12279 Nicollet Ave
Burnsville, MN 55337

952.402.9209 fax 952.403.6803 main
stonebrookeengineering.com

Attn: Kevin Krech
Dakota County Physical Development Division - Transportation
14955 Galaxie Avenue
Apple Valley, MN 55124

RE: 2026 Overlays- ADA Design
Contract Amendment Request

Dear Mr. Krech:

Stonebrooke Engineering respectfully requests your consideration and approval of this contract amendment request for the above-referenced project. During the course of the project to this point, there have been modifications to the scope of the project related to the design services that will result in an additional work effort beyond what was anticipated as part of the original contract.

The following is a summary of the additional scope items and the estimated fee to complete these tasks:

Item#	TASK	ADDITIONAL FEE
1	<p>Increased Ramp Count</p> <p>The RFP and initial contract for this project estimated 275 ADA ramps would be affected by the project; of which 50% would require modifications. The proposed budget and scope used 137 ramps as its basis for the estimated 1078 design and PM hours. We ultimately inspected 285 ramps and will complete design improvements for 177 ramps. This is approximately 30% additional work related to the design and project management.</p> <p>The increase in ramps directly impacts Task 1 – Project Management, as there is more coordination time required and additional quality control. The increase in ramps directly impacts Task 3 – ADA Plans Detailed Design, as there is more design and plan production time.</p> <p>Along with the increased number of ramps, there were a number of ramps that resulted in additional design effort beyond what would normally be expected at an ADA corner. A number of complicated ramp/corner designs resulted in more coordination with County staff to agree on preferred direction, resulting in multiple design iterations. We estimate that these challenges increased our effort on this task by about 25 hours.</p>	\$44,181



	<p>Our calculation for increase in fee is as follows:</p> <ul style="list-style-type: none"> - Task 1 hours: <ul style="list-style-type: none"> o Proposed 136 hours o 30% increase = 177 hours o Increase = 41 hours o Average hourly rate on proposal for task 1 = \$157.29/hour o * 1.05 (5% increase) = \$165.15/hour o Increase in fee = 41 x \$165.15 = \$6,771 - Task 3 hours: <ul style="list-style-type: none"> o Proposed 942 hours o 30% increase = 1225 hours o Increase = 283 hours o Average hourly rate on proposal for task 3 = \$115.68/hour o * 1.05 (5% increase) = \$121.46/hour o Increase in fee = 283 x \$121.46 = \$34,373 o Add in additional design challenge areas at 25 hours = 25 x \$121.46 = \$3,037 <p>Due to the 30% increase in scope of work and design challenges, we propose 349 additional hours to complete designs, plan production, and quality/project management, which equates to \$44,181.</p>	
2	<p>Schedule Modifications and Survey/Design Process Changes</p> <p>Our original schedule for the project assumed that we'd receive all or a majority of the survey information at the beginning of design, which was expected to be in early October. This would facilitate a fast tracked design process anticipated to allow for 90% plan submittals by the end of 2025.</p> <p>However, upon execution of the contract we learned that the survey had not yet occurred and would be collected in September through November of 2025 (some elements of the survey also trickled into December and January).</p> <p>As a result of this, the survey delivery for multiple corridors was spilt into more than one data set and delivered on different timelines. This resulted in the following additional efforts:</p> <ul style="list-style-type: none"> - Survey processing time. We received multiple iterations of survey data for the same corridors, as work was completed by the county survey teams. An example was CP-32. We received about 50% of the ramp surveys on 11/6/25 and the other 50% of the ramp surveys on 1/21/26. This requires additional time for our surveyors and technicians to review and process data, create/update base files, and create/add to the previously created terrain models. 	\$3,037



	<ul style="list-style-type: none"> - Design time. For these corridors (example listed in previous bullet), our design teams and quality review process also then have multiple iterations of design effort to account for doing this work over different time frames (as opposed to working on the designs continuously as was originally anticipated). - Survey overlap. Our surveyors noted that multiple different times, survey collected overlapped with other survey that had been previously collected on the same corridor. This required our surveyors/technicians to sort through the data and property merge it together, to avoid redundancies and ensure accurate data was used for design. - After discussing this further with County staff, we plan to reflect the original Optional Task 1 – Supplemental Survey, in our contract and budget tracking to cover this work. Because the majority of time for the tasks listed above have been completed and billed we anticipate our billed hours staying allocated the same way they currently are. - In addition to the time in Optional Task 1, we are requesting an additional 25 hours, to account for the change in schedule and intermittent work processes described above. 25 hours x \$121.46 = \$3,037. <p>We propose to include optional task 1 on invoicing moving forward (as task 5) and show our new billing limit to reflect that. There will be no dollar amount included in the contract amendment to reflect this work.</p> <p>Additionally, we propose to add \$3,037 to the fee for Task 3 resulting from the schedule modifications.</p>	
	Total Amendment Request – Items 1 & 2 above:	\$47,218

We appreciate your consideration of this amendment request. Please let me know if you need any additional information or have any questions.



Sincerely

Tyler Newhall, PE

Project Principal
(952) 540-4844



Board of Commissioners

Request for Board Action

Item Number: DC-5427

Agenda #: 10.8

Meeting Date: 3/24/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of West St. Paul For County Road 4 Improvements In West St. Paul, County Project 04-017

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) with the City of West St. Paul (City) for County Project (CP) 04-017 for final design, right of way acquisition, and construction for multiuse trail, intersection safety improvements, and pavement overlay on County Road (CR) 4 (Butler Avenue) between Trunk Highway (TH) 52 and TH 3 in West St. Paul.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is in the process of delivering CP 04-017, which constructs 0.75 miles of multiuse trail on CR 4 between Robert Street and TH 52 in West St. Paul (Attachment: Project Map). The project includes a mill and overlay of pavement and intersection safety improvements at the intersection of CR 4, Sperl Street, and Stassen Lane.

Construction of CP 04-017 began in May 2025 after a delay related to coordination with concurrent water utility work in the project area. A majority of CP 04-017 was completed in 2025, but several project elements, including construction of a one-block section of trail and completion of a retaining wall, remain for spring 2026. The JPA for the project, authorized by Resolution No. 23-080 (February 28, 2023), expired on December 31, 2025. Execution of the new JPA is required to govern the projects through the remaining tasks.

RECOMMENDATION

Staff recommends executing a new JPA with West St. Paul to formalize cost contributions and responsibilities for the construction of CP 04-017.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program includes \$3,409,690.98 for project 1000759 CP 04-017 Multiuse Trail on Butler. There is sufficient project budget available to cover all remaining construction and administrative expenses for the project.

1000759 Multiuse Trail on Butler

Funding Source	Total Approved Budget	Available Budget
Transportation Fund Balance	\$491,871	\$23,876
City of West St. Paul	\$417,871	\$328,837

Transportation Advance Account	\$700,000	\$700,000
Wheelage Tax	\$1,800,000	\$366,054
Total	\$3,409,691	\$1,418,767

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

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system throughout Dakota County, the County is partnering with the City of West St. Paul on County Project (CP) 04-017; and

WHEREAS, CP 04-017 will design and construct a multiuse trail on County Road (CR) 4 (Butler Avenue) between Robert Street and Trunk Highway (TH) 52; perform a mill and overlay of pavement on CR 4 between Robert Street and TH 52 and design and construct intersection safety improvements at the intersection of CR 4 at Sperl Street in the City of West St. Paul; and

WHEREAS, the City of West St. Paul is the lead agency for the design and construction of CP 04-017; and

WHEREAS, Dakota County is the lead for the acquisition of right of way and construction of the project; and

WHEREAS, by Resolution No. 23-080 (February 28, 2023), a joint powers agreement was approved and executed with the City of West St. Paul to identify costs and responsibilities for the design, right of way acquisition and construction of CP 04-017; and

WHEREAS, construction of CP 04-017 began in spring 2025, but will require additional work in spring 2026 to complete all improvements; and

WHEREAS, the joint powers agreement for County Project 04-017 expired in December 2025; and

WHEREAS, a new joint powers agreement is required to govern the remaining tasks for CP 04-017.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or designee to execute a joint powers agreement with the City of West St. Paul to identify costs and responsibilities for the design, right of way acquisition, and construction of County Project 04-017 in the City of West St. Paul, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

- 21-094; 2/16/21
- 22-020; 1/4/22
- 23-080; 2/28/23

ATTACHMENTS

Attachment: Project Map

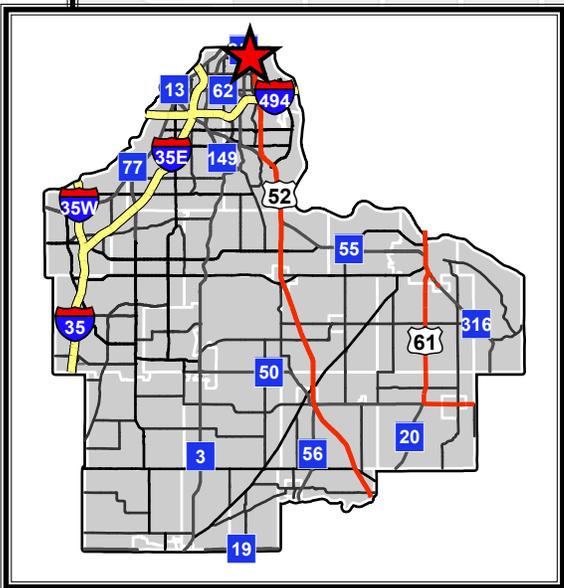
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Joe Morneau



County Project 04-017



Board of Commissioners

Request for Board Action

Item Number: DC-5362

Agenda #: 10.9

Meeting Date: 4/7/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute New Consultant Contract With SRF Consulting Group, Inc., For Final Design Services, Construction Administration, And Construction Inspection For Lebanon Hills Regional Park Sustainable Trail Study Implementation In Cities Of Eagan And Apple Valley, County Project 2000235

PURPOSE/ACTION REQUESTED

Authorize a new contract with SRF Consulting Group, Inc. to replace expired contract DCA22032, which extends construction services into 2029 for County Project (CP) 2000235.

SUMMARY

By Resolution No. 15-156 (March 17, 2015), the Dakota County Board of Commissioners adopted an updated Master Plan for Lebanon Hills Regional Park (LHRP). By Resolution No. 21-458 (September 21, 2021), the Dakota County Board of Commissioners authorized staff to select a consultant to prepare a Sustainable Trails Study (Study); and by Resolution No. 22-204 (May 24, 2022), the Dakota County Board of Commissioners authorized the Physical Development Director to execute a contract with SRF, Inc., for the Study. The Study addressed the following trail topics: preservation of high-quality trail recreation and nature-based experiences; minimization and mitigation of impacts to natural resources; minimization and mitigation of impacts to culturally important sites; identification of trail use conflicts, safety, and risk concerns; Americans with Disabilities Act accessibility; reduction of trail-related erosion issues; identification of deferred trail maintenance needs; and improvement of sustainable maintenance practices.

The original contract by Resolution No. 14-414 (August 13, 2024), had an expiration date of December 31, and due to staff oversight the contract was inadvertently allowed to expire while the scope and work required of SRF are still required to complete the CP 2000235 preliminary design project.

In addition to the contract expiration date, the preliminary project has seen cost and scope increases that will increase the total contract value and require additional budget, totaling \$137,278.80. Some of the key additional cost increases include the following:

- Complete Permitting and Approvals
- Final Bid Document Preparation and Bidding Administration
- Construction Administration
- Additional Schematic Design

Scope of Work. The scope of work includes 30 percent preliminary design phases, public involvement, agency coordination, data collection, environmental reviews, geotechnical evaluation, and design elements. These factors were used to determine which concepts moved forward to final design and construction including buckthorn and hazard tree removal, trail decommissioning, new sustainable trail construction, and an adaptive mountain bike trail loop.

SRF, Inc., and Dakota County signed a contract (DCA22032) to complete professional services for the Lebanon Hills Regional Park Sustainable Trail Study Implementation project, which was executed with Dakota County on September 16, 2024, and expired on December 31, 2025. The total original contract value for this project was \$216,228.10. SRF utilized \$128,164.72, leaving a balance of \$88,063.38 at the contract expiration date of December 31, 2025.

RECOMMENDATION

Staff recommends the execution of a new contract with SRF in the amount of \$353,506.90, which includes a base cost increase of \$137,278.80 more than the original contracted amount of \$216,228.10.

EXPLANATION OF FISCAL/FTE IMPACTS

The Parks and Greenways Capital Improvement Program includes \$3,716,461 for the Lebanon Hills Regional Park Sustainable Trail Study Implementation, CP 2000235. An administrative amendment will move \$137,278.80 in ELF funding from available budget of recently closed projects and set-asides to CP 2000235.

Funding Source	Total Approved Budget	Available Budget
Parks Fund Balance	\$699,183	\$675,051
County Program Aid	\$34,500	\$0
Environmental Legacy Fund (ELF) Balance	\$115,500	\$0
Transportation Advance Account	\$741,278	\$675,050
Unsecured LCCMR Grant	\$2,126,000	\$2,126,000
ML22 OHF	\$300,000	\$300,000
Total	\$4,016,461	\$3,776,101

RESOLUTION

WHEREAS, to provide a great place to live, Dakota County is proceeding with the Lebanon Hills Regional Park Sustainable Trail Study Implementation, County Project 2000235, for final design consulting services; and

WHEREAS, by Resolution No. 14-414 (August 13, 2024), the County Board authorized a contract with SRF Consulting Group, Inc., for final design consulting services for the Lebanon Hills Regional Park Sustainable Trail Study Implementation; and

WHEREAS, the original contract expired on December 31, 2025, and additional design activities remain to complete the project; and

WHEREAS, the construction contract has increases of \$137,278.80 over the original contract amount; and

WHEREAS, the design cost increases include additional costs for Complete Permitting and Approvals, Final Bid Document Preparation and Bidding Administration, Construction Administration, and Additional Schematic Design; and

WHEREAS, staff recommends executing a new contract with SRF Consulting Group, Inc., to complete remaining design activities in 2026 and increasing the contract by \$137,278.80 from the original; and

WHEREAS, the 2026 Park's Capital Improvement Program Budget has sufficient funds to accommodate the design contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Parks Director to award a new contract with SRF Consulting Group Inc., to complete design services for County Project 2000235 in an amount not to exceed \$353,506.90, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

15-156; 3/17/15

21-458; 9/21/21

22-204; 5/17/22

14-414; 8/13/24

ATTACHMENTS

Attachment: Project Location Map

Attachment: LHRP Sustainable Trail 2026 Proposal

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Mike Adams

Attachment: Project Location





February 5, 2026

Mike Adams
Greenways Senior Project Manager
Dakota County Parks
14955 Galaxie Ave
Apple Valley, MN, 55124
mike.adams@co.dakota.mn.us

Subject: Proposal for Professional Services for Lebanon Hills Regional Park Sustainable Trail Phase 1 Construction Administration and Phase 2 Schematic Design

Dear Mike Adams:

Based on your request, SRF Consulting Group, Inc. ("SRF") is pleased to provide this Proposal for professional services to support the Lebanon Hills Regional Park Sustainable Trail Phase 1 Construction Administration and Phase 2 Schematic Design. Our scope includes completing the Phase 1 trail improvement plans and specifications, as well as managing Phase 1 bidding and construction administration for the west and middle sections of the park. It also encompasses the additional schematic design and engagement efforts needed to finalize concepts for the east segment trail improvements and for the mountain bike skills areas at both the prairie site and the skills course near the mountain bike trailhead.

Background of Expired Original Design Contract

SRF and Dakota County signed a contract (DCA22032) to complete professional services for the Lebanon Hills Regional Park Sustainable Trail Study Implementation project, which was executed with Dakota County on September 16, 2024, and expired on December 31, 2025. The total original contract value for this project was \$216,228.10. SRF utilized \$128,164.72, leaving a balance of \$88,063.38 at the contract expiration date of December 31, 2025.

Completed Tasks

SRF completed the services described as follows under the original design contract:

- **Project Start Up- Review Preliminary Trail Improvement Recommendations**
 - Attended kick-off PMT meeting with Dakota County staff.
 - Gathered all new available park and trail background information to assemble lidar base mapping and GIS mapping.
 - Attended trail walk with Dakota County staff.

- **Schematic Design and Community Engagement**
 - Developed trail layout plans from west, middle and east segments of the park. Studied potential for adding new accessible trail alignments and lake loops.
 - Developed schematic plan to expand existing equestrian trailhead parking lot to accommodate summer hiking and winter ski trailhead parking.
 - Developed schematic sketch plan showing potential mountain bike skills course expansion at Egan's Ridge Cliff Park.
 - Developed schematic and 60% plan of the mountain bike Prairie Area skills area.
 - Developed schematic and 60% plan of the mountain bike skills course near the mountain bike trailhead facility.
 - Developed a 30% complete schematic design plan set, including public engagement materials/graphics.
 - Developed a preliminary itemized cost estimate for the west, middle, and east trail segments.
 - Attended two stakeholder meetings with MORC to gather comments and feedback.
 - Prepared for and attended public open house meeting.
- **Final Design (60%, 90%, and 100% Construction Plans and Specs)**
 - Determined what trail segment improvements should move forward within the three study area segments based on phase 1 construction budget.
 - Identified project risks/recommendations and solutions for final implementation.
 - 60% complete construction documents for west, middle, and east segments of the park, including refined cost estimate.
 - Attended meeting with Dakota County staff to review 60% drawings. Incorporated comment and feedback into 90% package.
 - 90% complete construction documents for west, middle, and east segments of the park, including refined cost estimate and draft specifications.
 - Attended meeting with Dakota County staff to review 90% drawings and specifications. Incorporated comment and feedback into 100% package.
 - Final itemized cost estimate and identification of linear feet of trail segments to be included for bidding. Final design for phase 1 included west and middle segments only. Additional east segment design was requested to ensure the ski trail circulation met the needs of the ski community.

Tasks Part of Original Contract Not Completed

The following services were part of the original contract and have not been completed at the expiration of the original contract. These include:

- Geotechnical investigation and environmental review – the need for geotechnical investigation was not required to complete the project.
- NPDES and permit approvals – this task is in progress and was not fully completed by the expiration of the original contract.
- Final bid document preparation and bidding administration – task to be completed in.
- Site Survey/Trail Field Staking – task to be completed.
- Construction administration – task to be completed.

Out of Scope Tasks to be Included in New Contract

The following services were not included in the original contract due to unforeseen conditions, but will be incorporated into the new contract:

- The timeline for the original contract was extended beyond the assumptions made in the initial scope of work. The design schedule was adjusted to better align with optimal construction sequencing and to coordinate with trail improvements and ecological restoration activities in the west segment funded by the LCMMR grant. While this coordination benefits the project overall, it extended construction from one year to two years. The additional year of construction administration was not included in the original scope.
- During the 90% design phase, additional feedback indicated that the recommended design for the east segment ski trail required further engagement and refinements to ensure the best overall solution. It also became clear at this stage that the Phase 1 budget for trail improvements would not be sufficient to construct the proposed east segment trail design. As a result, the additional redesign work for the east segment represents new scope that was not included in the original contract.

Scope of Services

SRF proposes to carry out the services described as follows:

Task 1: Complete Permitting and Approvals

- Finalize the SWPPP in coordination with Dakota County water resources staff.
- Meet with watershed districts and local cities to verify no additional permitting is required.

Task 2: Final Bid Document Preparation and Bidding Administration for West and Middle Segments

- Finalize project specifications and coordinate with Dakota County staff on incorporating standard front-end specifications into bid documents.
- Reach out to local trail builder Contractors and schedule pre bid posting meeting to promote project.
- Develop an ad for bid and post on Quest CDN and the Professional Trail Builder Association website.
- Attend in person pre-bid conference.
- Create trail builder Contractor qualifications to validate work experience.
- Issue addenda and answer contractor questions during the bidding process.
- Assist in the review, evaluation, and award recommendation of bids received.

Task 3: Construction Administration

- Flag trail alignments in field based on final design drawings. Refine trail alignments to best fit field conditions. After flagging all trails, coordinate meeting with Dakota County staff to review alignment prior to construction.
- Participate in weekly construction meetings and site visits. Provide construction observation report updates to the Dakota County project manager.
- Regularly check in with trail Contractor to ensure trails are being constructed to specifications. Applied Trail and Boardwalk LLC will attend up to three site visits per week during early stages of construction. The number of visits will be reduced as the trail Contractor shows they understand the expectations of the specifications and County.
- Respond to Owner and Contractor RFI's, review and approve shop drawing and product submittals, prepare proposal requests, and review responses. Advise Dakota County staff on any contractor change order items.
- Review and approve contractor's monthly payment requests and final payment request. Field verify quantities to ensure accuracy of items.
- Conduct a site visit/punch-list inspection at substantial completion of construction
- Conduct a site visit at final completion of construction, verifying completion of all trail construction and amenities. Generate a punch list of work items to be completed by contractor to validate final completion.
- Conduct a pre-warranty inspection at the site 10 months after substantial completion of construction to verify seeding establishment.

- Work with Contractor to provide hard copy and electronic as-built drawings and coordinate preparation of the IC134 withholding affidavit for the contractor and certificate of substantial completion forms.

Task 4: Additional Schematic Design

- Develop two conceptual trail layout options for the east segment that better address the needs of the ski user group while improving overall wayfinding.
- Meet with Dakota County staff to review trail layout. Incorporate comment and feedback into a preferred trail concept.
- Prepare for and attend two stakeholder engagement meetings focusing on east segment trail improvements.
- Revise layout into the final preferred concept based on comments and feedback. Prepare preliminary cost estimates.
- Conduct mountain bike stakeholder engagement using the prairie area and trailhead skills course concepts developed to date.
- Based on stakeholder feedback, revise mountain bike prairie area and trailhead skills course concepts into preferred concept including cost estimates used for future funding.
- Develop high-level cost estimates for the Ridge Cliff Park pump track and skills course. Assemble representative imagery of pump tracks and skills courses to help build support for the project. Conceptual and final design work is not included in this scope; additional scope will be prepared if Dakota County and the City of Eagan reach an agreement and grant or project funding is secured.

Assumptions

- Assumes construction administration for west and middle segments of the park associated with the phase 1 funding of approximately 1.3 million dollars. Assumes middle segment construction will occur over a 26-week period in 2026. Assumes west segment construction will occur over a 26-week period in 2027.
- This scope of work assumes no permitting beyond the NPDES permit is needed. Does not include wetland delineation or reporting.
- Does not include final design, bidding, or construction administration for east segment trails or mountain bike skills course, prairie area, or Ridge Cliff Park.
- Does not include boardwalk or structural design.
- Concept and final design work for Ridge Cliff mountain bike skills course is not included in this scope of work. Additional scope for this work will be prepared if agreement between Dakota County and City of Eagan is made and grant/project funding is awarded.

Subconsultants

SRF intends to use the following subconsultant(s): Applied Trail & Boardwalks LLC. Any subconsultant will be required to enter into a contract with SRF, obligating the subconsultant to comply with all terms and conditions of this proposal related to the services the subconsultant will provide.

SRF shall pay all subconsultants within ten (10) business days of SRF's receipt of payment for undisputed services provided by the subconsultant.

Schedule

SRF will complete this work within a mutually agreed-upon time schedule. SRF assumes redesign work for the east segment and mountain bike skills course facilities to occur in 2026. SRF assumes trail construction administration services will be utilized across two construction seasons (2026 for middle and 2027 for east).

Basis of Payment/Budget

SRF proposes to be reimbursed for the Scope of Services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current IRS allowable business mileage rate. Any subconsultants will be paid on an hourly or lump-sum basis. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on SRF's understanding of the project and our Scope of Services, the estimated cost for this Proposal, including any subconsultant budgets, is \$137,278.80 (See Attachment B – Work Tasks and Fee Estimate for a breakdown of our services.)

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, SRF will submit a budget request for the new work and will not begin work until you provide authorization.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B Work Tasks and Fee Estimate), together with this Proposal for professional services, constitute the entire agreement between you and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both parties.

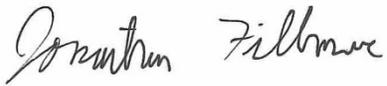
Acceptance/Notice to Proceed

A signed copy of this Proposal, mailed or emailed to Jonathan Fillmore at the address on the first page of this document or at jfillmore@srfconsulting.com, will serve as acceptance of this Proposal and SRF's notice to proceed.

We appreciate your consideration of this Proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Jonathan Fillmore, PLA
Project Manager



Stewart Crosby, PLA
Project Director

JF/SC/ajs

Attachment(s):

Attachment A – Standard Terms and Conditions

Attachment B - Work Tasks and Fee Estimate

Approved:

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

LHRP_Sustainable Trail Construction Admin Proposal

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services and all Attachments constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by written amendment signed by both parties.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used in the profession practicing under similar circumstances. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's services.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. NO THIRD-PARTY BENEFICIARY

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain the following types of coverage and limits throughout the term of this Agreement.

Workers' Compensation	Statutorily required amounts
Employer's Liability Insurance	Minimal Limits: \$100,000 Each Accident \$100,000 Each Employee by Disease \$100,000 Aggregate Disease
General Liability Insurance	Minimal Limits: \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
Automobile Liability Insurance	Minimal Limits: \$1,000,000 combined single limit each occurrence covering owned, non-owned and hired automobiles.
Professional Liability Insurance	Minimal Limits: \$2,000,000 per Claim \$2,000,000 Annual Aggregate

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

Upon full payment to SRF, all deliverables which were prepared by or authored by SRF pursuant to this Agreement are deemed to be "works made for hire" and shall automatically become the property of the Client. Any preexisting intellectual property shall remain the property of SRF. SRF grants the Client a perpetual, irrevocable, non-exclusive, royalty free license for SRF's preexisting intellectual property that are incorporated in the deliverables that are purchased by CLIENT. Reuse of any deliverables by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

10. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership and Reuse of Documents, Indemnification and Allocation of Risk, and Dispute Resolution and Damages shall remain in effect after termination or expiration of this Agreement.

14. DISPUTE RESOLUTION AND DAMAGES

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation before, and as a condition precedent to, the initiation of any legal action. CLIENT and SRF agree to waive all incidental, indirect, consequential and special damages, including, but not limited to, loss of use, income, reputation, profits, revenue, business opportunity, or production.

15. CONTROLLING LAW

The laws of the state where the Project is located govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

16. SITE SAFETY

Except for the activities of SRF under this Agreement, SRF shall not at any time supervise, direct, or have control over any other work on the Project, nor shall SRF be responsible for the means, methods, techniques, schedules or procedures of construction selected for the Project or the safety precautions or programs incident to that work.

17. RECORDS

SRF shall establish and maintain accurate and complete books, accounts, records and reports pertaining to the Project and shall maintain said records for a period of six years from the date of final payment to SRF under this Agreement.

18. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture between the parties. For the purpose of this Agreement, the parties acknowledge that SRF and its employees and agents are independent contractors and not employees or agents of the CLIENT, including for state or federal tax purposes and related withholdings and unemployment.

19. ADDITIONAL TERMS AND CONDITIONS

SRF shall endeavor to perform all professional services under this Agreement in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations insofar as they relate to SRF's performance of the provisions of this Agreement.

<p>SRF Consulting Group, Inc. Client: Dakota County Project: Lebanon Hills Regional Park Sustainable Trail Construction Subconsultants: Applied Trail & Boardwalk LLC</p>	<p>Attachment B - Work Tasks and Person-Hour Estimates</p>	 20185.PP
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Permitting and Approvals <u>Assumptions:</u> Assumes no wetland delineation work is needed. <u>Client Deliverables:</u> Attend meetings with watershed district and cities Provide review comments on SWPPP											
1.1	Develop project SWPPP including review with Dakota County	1	-	16	-	16	-	-	-	-	33	\$5,873.00
1.2	Meet with watershed districts and cities to verify no permits are needed beyond NPDES permit as assumed	-	-	4	4	-	-	-	-	-	8	\$1,472.00
	<u>SRF Deliverables:</u> SWPPP											
	SUBTOTAL - TASK 1	1	0	20	4	16	0	0	0	0	41	\$7,345.00
2.0	Final Bid Document Preparation and Bidding Administration for West and Middle Segments <u>Assumptions:</u> Includes bid documents for phase 1 west and middle segment improvements <u>Client Deliverables:</u> Provide front end specifications Provide final review comments											
2.1	Finalize project specifications and coordinate with Dakota County staff on incorporating standard front end specifications into bid documents.	-	-	-	50	-	-	-	-	-	50	\$8,300.00
2.2	Reach out to local trail builder Contractors and schedule pre bid posting meeting to promote project.	-	-	-	2	-	-	-	-	-	2	\$332.00
2.3	Post plans on Quest CDN and manage bidding process	-	-	-	16	-	-	-	-	-	16	\$2,656.00
2.4	Assist in the review, evaluation, and award recommendation of bids received	-	-	-	8	-	-	-	-	-	8	\$1,328.00
	<u>SRF Deliverables:</u> Final plans, specs, and estimate for phase 1 improvements in west and middle segment Post plans on Quest CDN for bidding Recommendation of bid award letter											
	SUBTOTAL - TASK 2	0	0	0	76	0	0	0	0	0	76	\$12,616.00
3.0	Construction Administration <u>Assumptions:</u> Assumes 6 month construction 30 week construction in both 2026 and 2027 <u>Client Deliverables:</u> Attend weekly construction meeting											

<p>SRF Consulting Group, Inc. Client: Dakota County Project: Lebanon Hills Regional Park Sustainable Trail Construction Subconsultants: Applied Trail & Boardwalk LLC</p>	<p>Attachment B - Work Tasks and Person-Hour Estimates</p>	<p style="text-align: right;">20185.PP</p>
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
3.1	Middle segment construction administration (2026)	8	-	-	104	-	-	-	-	-	112	\$19,448.00
3.2	West segment construction administration (2026)	8	-	-	104	-	-	-	-	-	112	\$19,448.00
<p><u>SRF Deliverables:</u> Flag trail alignments Weekly construction meetings Coordination with Contractor Respond to owner and contractor RFI's, review and approve shop drawing and product submittals, prepare proposal requests, and review responses. Advise Dakota County staff on any contractor change order items Review and approve contractor's monthly payment requests and final payment request. Field verify quantities to ensure accuracy of items. Conduct a site visit/punch-list inspection at substantial completion of construction • Conduct a site visit at final completion of construction verifying completion of all trail construction and amenities. Generate a punch list of work items to be completed by contractor to validate final completion. Conduct a pre-warranty inspection at the site 10 months after substantial completion of construction to verify seeding establishment. Work with Contractor to provide hard copy and electronic as-built drawings and coordinate preparation IC134 withholding affidavit for contractor and certificate of substantial completion forms</p>												
SUBTOTAL - TASK 3		16	0	0	208	0	0	0	0	0	224	\$38,896.00
4.0	Additional Schematic Design											
<p><u>Assumptions:</u> Assumes design refinement to a preferred concept design. Does not include final design, bidding or construction administration. Does not include grant writing.</p> <p><u>Client Deliverables:</u> Attend engagement events Provide review and feedback on schematic designs</p>												
4.1	Prepare two conceptual trail layouts for east segment of the park that better meets the needs of the ski user group while improving wayfinding.	1	-	-	24	-	-	-	-	-	25	\$4,257.00
4.2	Meet with Dakota County staff to review trail layout. Incorporate comment and feedback into a preferred trail concept.	2	-	-	4	-	-	-	-	-	6	\$1,210.00
4.3	Prepare for and attend two stakeholder engagement meetings.	-	-	-	30	-	-	-	-	-	30	\$4,980.00
4.4	Revise layout into final preferred concept based on comment and feedback. Prepare preliminary cost estimates.	-	-	-	20	-	-	-	-	-	20	\$3,320.00
4.5	Conduct stakeholder engagement utilizing the concepts developed to date for the Prairie Area and trailhead mountain bike skills course.	-	-	-	16	-	-	-	-	-	16	\$2,656.00
4.6	Based on stakeholder feedback, revise concepts into preferred concept including cost estimates used for future funding.	-	-	-	24	-	-	-	-	-	24	\$3,984.00
4.7	Ridge Cliff Park MTB skills/pump track representative imagery and high level cost estimate	-	-	-	16	-	-	-	-	-	16	\$2,656.00
<p><u>SRF Deliverables:</u> Conceptual east trail layouts and MTB prairie area and trailhead skills course.</p>												

SRF Consulting Group, Inc. Client: Dakota County Project: Lebanon Hills Regional Park Sustainable Trail Construction Subconsultants: Applied Trail & Boardwalk LLC	Attachment B - Work Tasks and Person-Hour Estimates		20185.PP
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<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PROF. VIII-VII</u>	<u>PROF. VI</u>	<u>PROF. V</u>	<u>PROF. IV</u>	<u>PROF. III</u>	<u>PROF. II</u>	<u>PROF. I</u>	<u>TECH.</u>	<u>SUPPORT</u>	<u>TOTALS</u>	<u>EST. FEE</u>
	Ridge Cliff Park MTB skills/pump track representative imagery and high level cost estimate											
	Preferred east segment trail layout based on stakeholder engagement and feedback											
	Stakeholder engagement											
	SUBTOTAL - TASK 4	3	0	0	134	0	0	0	0	0	137	\$23,063.00
	TOTAL ESTIMATED PERSON-HOURS	20	0	20	422	16	0	0	0	0	478	
	AVERAGE HOURLY BILLING RATE	\$273.00	\$232.00	\$202.00	\$166.00	\$148.00	\$135.00	\$122.00	\$163.00	\$141.00		
	ESTIMATED LABOR AND OVERHEAD	\$5,460.00	\$0.00	\$4,040.00	\$70,052.00	\$2,368.00	\$0.00	\$0.00	\$0.00	\$0.00		\$81,920.00
	AVERAGE HOURLY PAYROLL RATE	\$273.00	\$232.00	\$202.00	\$166.00	\$148.00	\$135.00	\$122.00	\$163.00	\$141.00		
	ESTIMATED LABOR	\$5,460.00	\$0.00	\$4,040.00	\$70,052.00	\$2,368.00	\$0.00	\$0.00	\$0.00	\$0.00		\$81,920.00
	ESTIMATED OVERHEAD COST										0.00%	\$0.00
	ESTIMATED LABOR AND OVERHEAD											\$81,920.00
	FIXED FEE										0.00%	\$0.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$1,658.80
												SUBTOTAL: (SRF Labor and Expenses) <u>\$83,578.80</u>
												SUBCONSULTANTS: \$53,700.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											\$137,278.80

<u>SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:</u>												
MILEAGE:	Personal Vehicles											
			2288	Miles @	\$0.725							\$1,658.80
												SRF EXPENSES: \$1,658.80
<u>SUBCONSULTANTS:</u>												
	Applied Trail & Boardwalks											\$53,700.00
												SUBCONSULTANTS: \$53,700.00



Board of Commissioners

Request for Board Action

Item Number: DC-5388

Agenda #: 10.10

Meeting Date: 3/24/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With South St. Paul For Natural Resources Restoration Projects Within Select Parks

PURPOSE/ACTION REQUESTED

Authorize the execution of an agreement to partner with the City of South St. Paul for natural resources restoration at Mississippi River Greenway nodes (Kaposia Park and Simon's Ravine Trailhead, Kaposia Landing, and Wildflower Levee Park) (Attachment: Project Map).

SUMMARY

The Land Conservation Plan, adopted by Resolution No. 20-568 (November 17, 2020), called for creating a City-Conservation Collaborative to "more effectively protect critical undeveloped areas, increase natural resource restoration and management, and share information and financial and staff resources within all incorporated areas."

On March 28, 2023, the County Board of Commissioners authorized the submittal of a grant application to the Legislative-Citizen's Commission on Minnesota Resources' Environment and Natural Resources Trust Fund (LCCMR-ENRTF) program. This application included restoration work at key nodes along the Mississippi River Greenway, including South Saint Paul's Kaposia Park and Simon's Ravine Trailhead, Kaposia Landing, and Wildflower Levee Park.

The Natural Resources Restoration joint powers agreement (JPA) uses a previously established standardized, citywide template for collaboration, replacing the need for multiple project-specific agreements for each of these projects (Attachment: JPA). It centralizes information for jointly managed restoration projects in an efficient, transparent format. Future amendments will be made by adding or updating exhibits as new projects are undertaken.

Project Details:

Mississippi River Greenway Nodes at Kaposia Park and Simon's Ravine Trailhead, Kaposia Landing, and Wildflower Levee Park.

Conduct natural resources restoration on 43 acres following recommendations of the 2025 Natural Resources Management Plan (NRMP).

RECOMMENDATION

Staff recommends that Dakota County execute a JPA with the City of South St. Paul to cover the described natural resources restoration projects.

EXPLANATION OF FISCAL/FTE IMPACTS

The Parks Capital Improvement Program includes \$364,000 for Completing The Mississippi River Greenway project. The estimated total cost of all proposed restoration and enhancement projects for the described parks within the City of South St. Paul is approximately \$255,215. There is sufficient funding in the project budget.

2000668 Completing the Mississippi River Greenway Grant Project

Funding Source	Total Approved Budget	Available Budget
Parks CIP Greenway Collaborative Set Aside (ELF)	\$75,000	\$75,000
Award 311014 Environment and Natural Resources Trust Fund	\$289,000	\$289,000
Total	\$364,000	\$364,000

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

RESOLUTION

WHEREAS, the Land Conservation Plan, adopted by Resolution No. 20-568 (November 17, 2020), called for creating a City-County Conservation Collaborative to “more effectively protect critical undeveloped areas, increase natural resource restoration and management, and share information and financial and staff resources within all incorporated areas”; and

WHEREAS, on March 28, 2023, the County Board of Commissioners approved to submit a grant application to the Legislative-Citizen's Commission on Minnesota Resources' Environment and Natural Resources Trust Fund (LCCMR-ENRTF) program; and

WHEREAS, this LCCMR-ENRTF grant application included restoration work at key nodes along the Mississippi River Greenway, including Kaposia Park and Simon’s Ravine Trailhead, Kaposia Landing, and Wildflower Levee Park; and

WHEREAS, the Natural Resources Restoration joint powers agreement with the City of South St. Paul uses a previously established standardized, citywide template for collaboration, replacing the need for multiple project-specific agreements for each of these projects; and

WHEREAS, the joint powers agreement centralizes information for jointly managed restoration projects in an efficient, transparent format; and

WHEREAS, future amendments will be made by adding or updating exhibits as new projects are undertaken.

NOW, THEREFORE, BE IT RESOLVED, That Dakota County Board of Commissioners hereby execute a joint powers agreement with the City of South St. Paul for natural resources restoration projects.

PREVIOUS BOARD ACTION

20-568; 11/17/20

23-130; 03/28/23

ATTACHMENTS

Attachment: Draft JPA

Attachment: Project Map

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Karen Solas

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF SOUTH ST. PAUL FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the City of South St. Paul (“City”). This Agreement uses the word “Parties” for both the County and the City.

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

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

WHEREAS, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the “LCP”), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to Cities such as assistance with grant writing, planning, plant and species identification, and similar services where the County’s assistance or collaborative planning will further the goals of the County’s LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

**ARTICLE 2
TERM**

This Agreement shall be effective as of the date of the signatures of the Parties (the “Effective Date”) and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

**ARTICLE 3
NATURAL RESOURCES PROJECT COLLABORATION**

- 3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for Projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the “Restoration Projects” or “Projects”). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the “Restoration Project NRMP”). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as “Exhibit 1”.) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.
- 3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County’s financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the “County

Maximum Contribution”). In addition to the City funding obligation identified on Section 4.1, the City shall be responsible for all Restoration Project costs exceeding the County Maximum Contribution, subject to the City’s approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County’s solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

- 3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond within a reasonable time as requested by the County, the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City’s consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City’s share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.
- 3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be \$0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City’s proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.
- 3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and

complete its obligations or designated activities as identified in this Agreement or on any Exhibit.

- 3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.
- 3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.
- 3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4 ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services (“the Ecological Services” or “Services”). The allocation of County resources for such Services will be in the County’s sole discretion and depend on the Dakota County Parks Director’s determination that the allocation of staff time is consistent with County interests and related to the County’s LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5 PROJECT IDENTIFICATION

- 5.1 Initial Projects. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:
- (a) Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead,
 - (b) Mississippi River Greenway: Kaposia Landing, and
 - (c) Mississippi River Greenway: Wildflower Levee Park.
- 5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County's guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6 **AMENDMENTS**

- 6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.
- 6.2 Administrative Amendments. The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.
- 6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party's budget for the Project, shall require authorization and approval by the Parties' respective governing bodies.

ARTICLE 7 **LIABILITY**

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To the County:
Niki Geisler
Parks Director

To the City:
Shannon Young
Director of Parks and Recreation

8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

**ARTICLE 9
TERMINATION**

9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.

- 9.2 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.
- 9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 Cooperation. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner. The Parties further agree to cooperate in the administration of contracts and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council
- 10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.
- 10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 10.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local

laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- 10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two (2) business days after the date of mailing.
- 10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 10.7 Minnesota Law Governs. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 10.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 10.11 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.
- 10.12 Delay in Performance. Neither City nor County shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work

slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or County under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

10.13 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

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

DAKOTA COUNTY

CITY OF SOUTH ST. PAUL

By: _____
Georg T. Fischer, Director
Physical Development Division

By: _____
James P. Francis, Mayor

Date: _____

Date: _____

By: _____
Deanna Werner, City Clerk

Date: _____

Dakota County Contract #
County Board Res. No.

EXHIBIT 1
Projects

- Exhibit 1A: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead
- Exhibit 1B: Mississippi River Greenway: Kaposia Landing
- Exhibit 1C: Mississippi River Greenway: Wildflower Levee Park

DRAFT

EXHIBIT 1A

Project Title: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead

Conduct natural resources restoration at Kaposia Park and Simon's Ravine Trailhead following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
- b. Enhance habitat and stabilize slopes through seeding, planting, prescribed burning, and adaptive management.
- c. Reconstruct native plant communities such as oak savanna, terrace forest, and mesic prairie.

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location



Target Plant Community Plant Community Name	Simon's Ravine Kaposia Landing
Northern Bulrush-Spikerush Marsh	
Red Oak - Sugar Maple - Basswood - (Bitternut Hickory) Forest	
Southern Dry Prairie	
Southern Dry Savanna	
Southern Mesic Prairie	
Southern Terrace Forest	

1:10,000

0 500 1,000 2,000 Feet



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.

- b. County Funding Obligation: The County’s financial obligation for the costs of the Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-

material.

Table 1 – Kaposia Park - Oak Savanna Work Plan (9 acres)

Year	Season	Units	Activity	Acres
2026	Winter	Oak Savanna	Cut, treat, pile, burn buckthorn and honeysuckle	9
2026	Winter	Oak Savanna	Cut, treat, pile, burn secondary growth box elder and Siberian elm, assume 1/2 of site	4
2027	Fall	Oak Savanna	Woody invasive foliar follow-up	9
2027	Fall	Oak Savanna	Supplemental seeding	9
2026, 27,28	Spring	Oak Savanna	Prescribed burn	9

Table 3 – Simon’s Ravine Trailhead - Oak Woodland & Trailhead Work Plan (17acres)

Year	Season	Units	Activity	Acres
2026	Winter	Oak woodland and forest	Cut, treat, pile, burn buckthorn and honeysuckle	8
2026	Winter	Oak woodland and forest	Cut, treat, pile, burn black locust and Siberian elm	1
2027	Fall	Oak woodland and forest	Woody invasive foliar follow-up	8
2027	Fall	Oak woodland and forest	Graminoid seeding	8
2026,27,28	Spring	Oak woodland and forest	Garlic mustard spot mowing	17
2026,27	Spring	Oak woodland and forest	Hedge parsley and crown vetch spot herbicide once annually for 2 years	1
2027	Fall	Oak woodland and forest	Earthworm resistant savanna species seeding	9
2029,30	Spring	Trailhead area	Enhancement planting	1

EXHIBIT 1B

Project Title: Mississippi River Greenway: Kaposia Landing

Conduct natural resources restoration at Simon's Ravine following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

- a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
- b. Enhance habitat through seeding, planting, prescribed burning, and adaptive management.
- c. Reconstruct native plant communities such as mesic prairie, dry prairie, and terrace forest

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

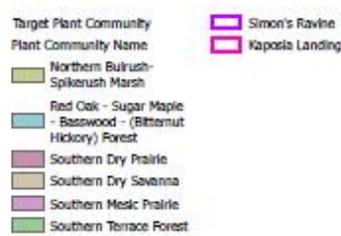
County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

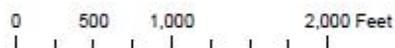
City Liaison:

Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location



1:10,000



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the

Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

- c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- c. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

b.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Kaposia Landing Work Plan (5 ac)

Year	Season	Units	Activity	Acres
2026, 27, 28	Spring/Summer	Turf	Prep herbicide 2 times annually for 3 years	5
2030	Spring	Turf	Drill seed native upland mixes	5
2030,31	Spring/Summer	Turf	Establishment mowing once annually for 2 years	5

DRAFT

EXHIBIT 1C

Project Title: Mississippi River Greenway: Wildflower Levee Park

Conduct natural resources restoration at Simon's Ravine following recommendations of 2025 Natural Resources Management Plans (NRMP).

II. Restoration Project Objectives

- a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
- b. Enhance habitat through seeding, planting, prescribed burning, and adaptive management.
- c. Reconstruct native plant communities such as mesic prairie, dry prairie, and terrace forest

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

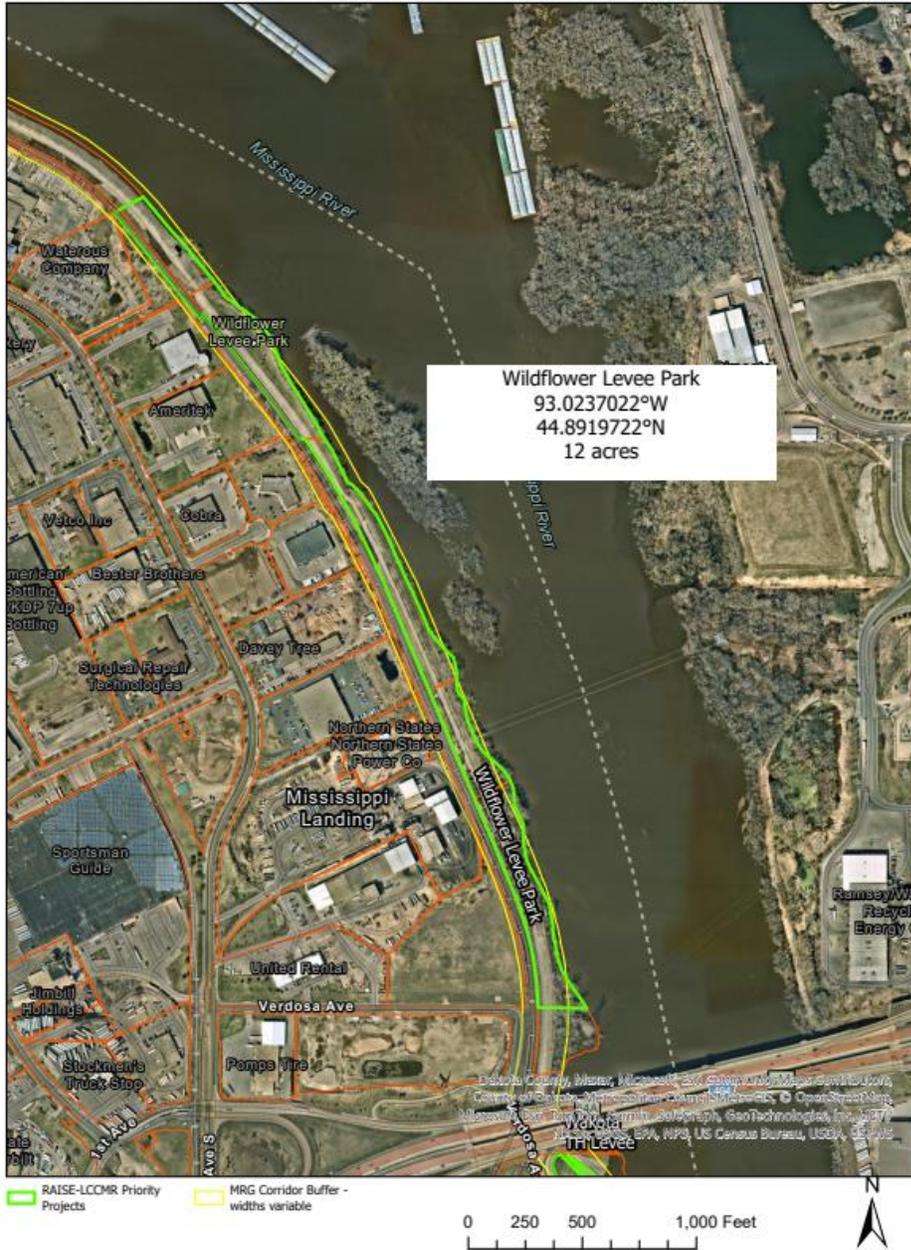
County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location – Wildflower Levee Park



III. Funding Details

- d. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- e. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed \$75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

- f. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- e. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- b. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- d. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Wildflower Levee Park (12 acres)

Year	Season	Units	Activity	Acres
2026, 27, 28	Spring, Summer	Turf	Prep herbicide and prep mow once annually for 2 years	

2029	Spring	Turf	Drill seed native upland mixes	
2029, 2030	Spring, Summer	Turf	Establishment mowing once annually	
2026	Winter	Wooded perimeter	Cut, treat, chip, haul significant Siberian elm	

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**EXHIBIT 2
Funding**

- Exhibit 2A: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead
- Exhibit 2B: Mississippi River Greenway: Kaposia Landing
- Exhibit 2C: Mississippi River Greenway: Wildflower Levee Park

DRAFT

EXHIBIT 2A

Table 1 – Funding Sources for Mississippi River Greenway: Kaposia Park and Simon’s Ravine Trailhead

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$144,155
County Match to ENRTF Grant	\$13,125
NRMP estimated project value	\$157,280
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$40,035

DRAFT

EXHIBIT 2B

Table 1 – Funding Sources for Mississippi River Greenway: Kaposia Landing

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$25,140
NRMP estimated project value	\$25,140
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$40,035

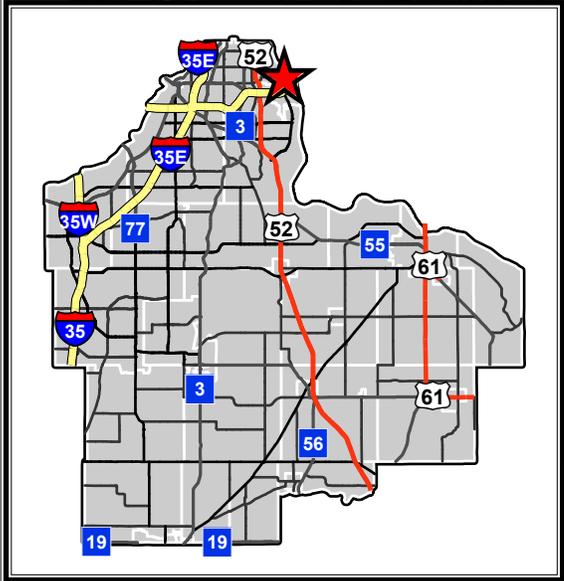
DRAFT

EXHIBIT 2C

Table 1 – Funding Sources for Mississippi River Greenway: Wildflower Levee Park

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$10,920
County Match to ENRTF Grant	\$21,840
NRMP estimated project value	\$32,760
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$40,035

DRAFT



Natural Resources Restoration at Mississippi River Greenway nodes in South St. Paul



Board of Commissioners

Request for Board Action

Item Number: DC-5435

Agenda #: 10.11

Meeting Date: 3/24/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Submit Clean Water Fund Grant Application For Spring Lake Park Reserve Ravine Stabilization Project

PURPOSE/ACTION REQUESTED

Authorize submission of a Clean Water Fund grant application to the Minnesota Board of Water and Soil Resources (BWSR) for stabilization of an actively eroding ravine within Spring Lake Park Reserve (SLPR).

SUMMARY

Spring Lake is a portion of Pool 2 of the Mississippi River located three miles upstream of U.S. Lock and Dam No. 2 in Hastings. A ravine within SLPR is actively eroding, which has resulted in damage to the natural resource features within SLPR and the Mississippi River.

The Clean Water Fund is a state grant program administered by BWSR and is made available to local government units annually via a competitive grant application process. Staff developed preliminary project plans and estimated the water quality benefits of the proposed projects and cost estimates for a potential Clean Water Fund grant application to BWSR. The proposed improvements to alleviate ravine erosion include tree removals, garbage removal, earthwork, riprap, storm sewer, and vegetation restoration.

Staff has drafted a Clean Water Fund application to BWSR in the amount of \$650,000.00 to implement the ravine stabilization improvements. The Clean Water Fund's grant program requires a minimum 10 percent cash match of the grant amount, which is \$65,000, if the entire grant request is awarded. However, the County will provide a 17 percent match or \$110,000 to cover preliminary and final design, garbage clean-up, and project management. It is anticipated that the grants awards will be announced during the summer of 2026, but acceptance will only occur at the time the match amount is approved in the 2027 budget process.

The proposed project is estimated to reduce total phosphorus by 211 pounds and total suspended solids by 248 tons of sediment to the Mississippi River annually. Grantees are required to implement their projects within a three-year window.

RECOMMENDATION

Staff recommends that the Board authorize staff to submit a grant application to BWSR for the SLPR Ravine Stabilization Improvements.

EXPLANATION OF FISCAL/FTE IMPACTS

The grant application includes \$110,000 in proposed grant matching funds, which will be requested as part of the 2027 Environmental Resources Capital Improvement Program, within the water quality and quantity projects line item, derived from the Environmental Legacy Fund. If Dakota County is awarded the grant, staff will request that the County Board include this grant in or amend the 2027 Environmental Resources Capital Improvement Program by the amount of the award to reflect the revenues and expenses associated with the grant.

Grant match

Funding Source	Total Proposed Budget	Available Budget
Proposed 2027 Environmental Resources Capital Improvement Program	\$1,450,000	\$1,450,000

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

RESOLUTION

WHEREAS, Spring Lake is a portion of Pool 2 of the Mississippi River located three miles upstream of U.S. Lock and Dam No. 2 at Hastings; and

WHEREAS, a within Dakota County's Spring Lake Park Reserve (SLPR) is actively eroding, which has resulted in sedimentation damages to the natural resource features within SLPR and the Mississippi River; and

WHEREAS, the Clean Water Fund is a state grant program administered by the Minnesota Board of Water and Soil Resources (BWSR) and is made available to local government units annually via a competitive grant application process; and

WHEREAS, staff developed preliminary project plans and estimated water quality benefits of the proposed projects, and cost estimates for a potential Clean Water Fund grant application to BWSR; and

WHEREAS, the proposed improvements to alleviate erosion include tree removals, garbage removal, earthwork, riprap, storm sewer, and vegetation restoration; and

WHEREAS, staff has drafted a Clean Water Fund application to BWSR in the amount of \$650,000 for the purpose of implementing the SLPR ravine stabilization improvements; and

WHEREAS, the grant program requires a match by Dakota County; and

WHEREAS, the grant application includes \$110,000 in proposed grant matching funds; and

WHEREAS, \$110,000, in match, will be requested in the proposed 2027 Environmental Resources Capital Improvement Program within the water quality and quantity projects line item to cover preliminary and final design, garbage clean-up, and project management; and

WHEREAS, the match source will be derived from the Environmental Legacy Fund; and

WHEREAS, the proposed project is estimated to reduce total phosphorus by 211 pounds and total suspended solids by 248 tons of sediment to the Mississippi River, annually.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit a Clean Water Fund grant application to the Minnesota Board of Water and Soil Resources for the SLPR Ravine Stabilization Project in the amount of \$650,000.00.

PREVIOUS BOARD ACTION

20-393; 08/18/20

21-146; 03/23/21

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Tom Lewanski



Board of Commissioners

Request for Board Action

Item Number: DC-5457

Agenda #: 10.12

Meeting Date: 3/24/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Acquire And Restore Conservation Easement On Coughlin Property

PURPOSE/ACTION REQUESTED

Authorize expenditure of up to \$91,500 to acquire a 39.99-acre permanent natural area conservation easement (Easement) on the Caroline Bender Coughlin and Janson Coughlin (Coughlin) property; authorize the expenditure of up to \$263,200 for restoration of the Easement; authorize the Assistant County Manager - Physical Development to sign a purchase agreement (PA); authorize the County Board Chair to execute the Easement and a Notice of Funding Restriction (NOFR).

SUMMARY

The Coughlin property (Property) is in Greenvale Township, within the Dutch Creek Conservation Focus Area. The Property is bordered on the north and west by rural residential parcels along Jamaica Avenue, on the east by agricultural land and wetlands within an existing County-held permanent agricultural conservation easement, and on the south by agricultural land. The Property consists of about 53 acres of wetlands, woods, and grasslands that straddle a south tributary to Dutch Creek. The southern eight acres is former cropland, of which the Coughlins have prepared about 0.67 acres to grow a variety of flowers. The legal description (Attachment: Legal Description), general depiction (Attachment: General Depiction) and location (Attachment: Easement Location) of the Easement are attached.

An independent appraisal was completed, reviewed, and approved by County staff. The Coughlins have agreed to sell the Easement for \$90,000 and are willing to contribute the required match of approximately \$11,800 for initial restoration costs estimated to be \$275,000 over five years. The landowner contribution is based on a cost share table of varying percentages for various habitat types on the Property.

One hundred percent State Outdoor Heritage (OH) funding approved by the Minnesota Legislature in Minnesota Law 2022 (ML22) for acquisition and restoration is available for this project. A NOFR must be signed by the County Board Chair, requiring any future sale of the Easement be approved by the Lessard-Sams Outdoor Heritage Council or its successor.

The financial summary of the project is as follows:

Project 2000293	Acquisition Cost	Closing Costs	Total Cost	Landowner Donation/Contribution	OH Funding	County Cost
Easement	\$90,000	\$1,500		\$0	\$91,500	\$0
Restoration			\$275,000	\$11,800	\$263,200	\$0

RECOMMENDATION

Staff recommends approval of the expenditure of up to \$91,500 to acquire the Easement on the Property; authorization for the PDD to execute the PA; authorization for the County Board Chair to execute the Easement and NOFR; authorization to expend up to \$263,200 for restoration; and amending the 2026 Parks CIP.

EXPLANATION OF FISCAL/FTE IMPACTS

The Parks and Greenways Capital Improvement Program includes \$354,700 for 2000293 Coughlin. There is sufficient project budget available to fund the acquisition and restoration of the Coughlin Easement.

2000293 Coughlin

Funding Source	Total Approved Budget	Available Budget
101598 ML22 OH	\$354,700	\$346,655
Total	\$354,700	\$346,655

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

RESOLUTION

WHEREAS, Caroline Bender Coughlin and Jason Coughlin (Coughlins) own a 39.99-acre rural property (Property) in Greenvale Township; and

WHEREAS, the Property is located within the Dutch Creek Conservation Focus Area and adjacent to another permanent conservation easement; and

WHEREAS, the Property consists of a large wetland complex that straddles a tributary to Dutch Creek and some previously farmed land adjacent to more of the wetlands to the east; and

WHEREAS, an independent appraisal was completed, reviewed, and approved by County staff; and

WHEREAS, the Coughlins agreed to sell a 39.99-acre, permanent natural area conservation easement (Easement) to the County for the appraised value of \$90,000; and

WHEREAS, the estimated closing costs to acquire the Easement are \$1,500; and

WHEREAS, initial natural resource restoration within the Easement is estimated to cost \$275,000 over five years, with the Coughlins contributing an estimated \$11,800 (cash or in-kind); and

WHEREAS, acquisition and restoration of the Easement are eligible for state Outdoor Heritage (OH) funding appropriated to the County by the Minnesota Legislature in 2022 (ML22); and

WHEREAS, the 2026 Parks and Greenways Capital Improvement Program budget includes adequate ML22 OH funds for this Easement and restoration project; and

WHEREAS, the final Easement acquisition costs 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 \$354,700, including \$90,000 for acquisition, \$1,500 in estimated closing costs, and \$263,200 for estimated restoration costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager- Physical Development to execute the purchase agreement with the Coughlins to acquire a natural area conservation 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 authorizes the County Board Chair to execute the natural area conservation easement and a Notice of Funding Restriction as required for use of state Minnesota Law 2022 Outdoor Heritage funds appropriated to the County by the 2022 Minnesota Legislature for acquiring the natural area conservation easement on the Caroline Bender Coughlin and Jason Coughlin property, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That following the acquisition of the natural area conservation easement on the Caroline Bender Coughlin and Jason Coughlin property, staff will submit the necessary forms and documentation to the State of Minnesota to receive approximately \$354,700 in reimbursement funds over five years; and

BE IT FURTHER RESOLVED, That such reimbursement from the State of Minnesota will be returned to the 2026 Parks and Greenways Capital Improvement Program budget.

PREVIOUS BOARD ACTION

None

ATTACHMENTS

Attachment: Legal Description

Attachment: General Depiction

Attachment: Easement Location

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

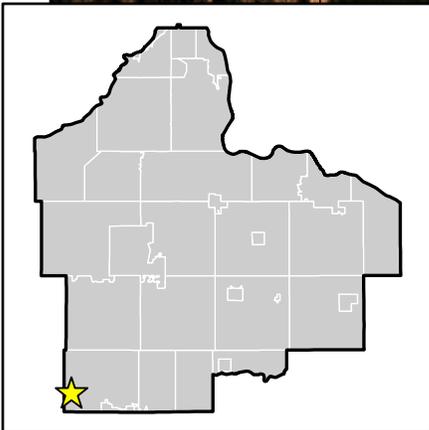
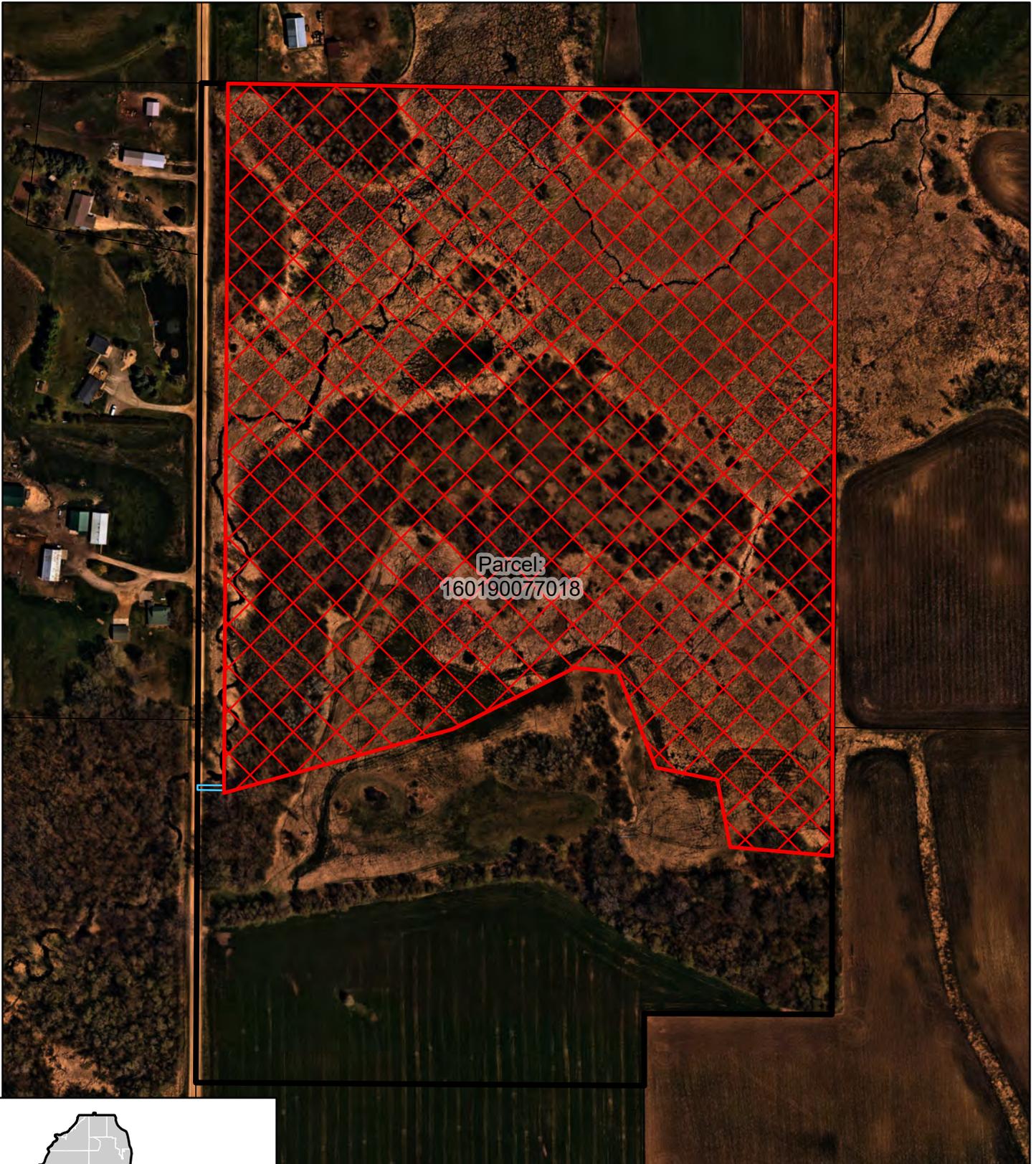
Author: Lisa West

Coughlin Conservation Easement (39.99 acres)

A permanent Natural Area conservation easement over part of the Northwest Quarter of the Southeast Quarter and part of the Southwest Quarter of the Northeast Quarter of Section 19, Township 112 North, Range 20 West, Dakota County, Minnesota, said easement lies northerly and easterly of the following described line:

Commencing at the southwest corner of said Southeast Quarter of Section 19; thence North 00 degrees 18 minutes 42 seconds East assumed bearing along the west line of said Southeast Quarter of Section 19 a distance of 2455.65 feet to the point of beginning of the line to be described; thence North 74 degrees 22 minutes 05 seconds East a distance of 548.47 feet; thence North 63 degrees 17 minutes 21 seconds East a distance of 282.22 feet; thence South 83 degrees 49 minutes 51 seconds East a distance of 90.27 feet; thence South 21 degrees 42 minutes 31 seconds East a distance of 212.22 feet; thence South 78 degrees 36 minutes 13 seconds East a distance of 129.48 feet; thence South 10 degrees 56 minutes 17 seconds East a distance of 141.15 feet; thence South 84 degrees 58 minutes 48 seconds East a distance of 211.40 feet to the east line of said Northwest Quarter of the Southeast Quarter and said line there terminating, EXCEPTING from said easement the west 55.00 feet of said Northwest Quarter of the Southeast Quarter and the west 55.00 of said Southwest Quarter of the Northeast Quarter of Section 19 for public road purposes.

A permanent access easement over the west 55.00 feet of the south 10.00 feet of the north 145.00 feet of the Northwest Quarter of the Southeast Quarter of Section 19, Township 112 North, Range 20 West, Dakota County, Minnesota.

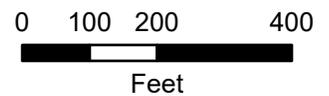


Owner Name: JASON D COUGHLIN

 Natural Area Easement (39.99 ac)

 Access Easement

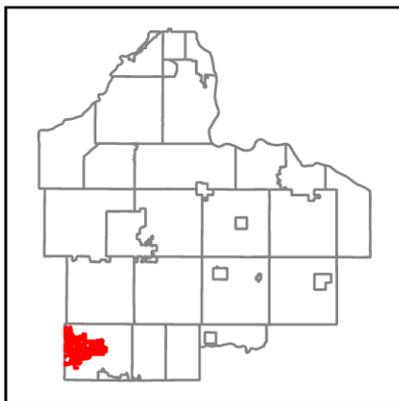
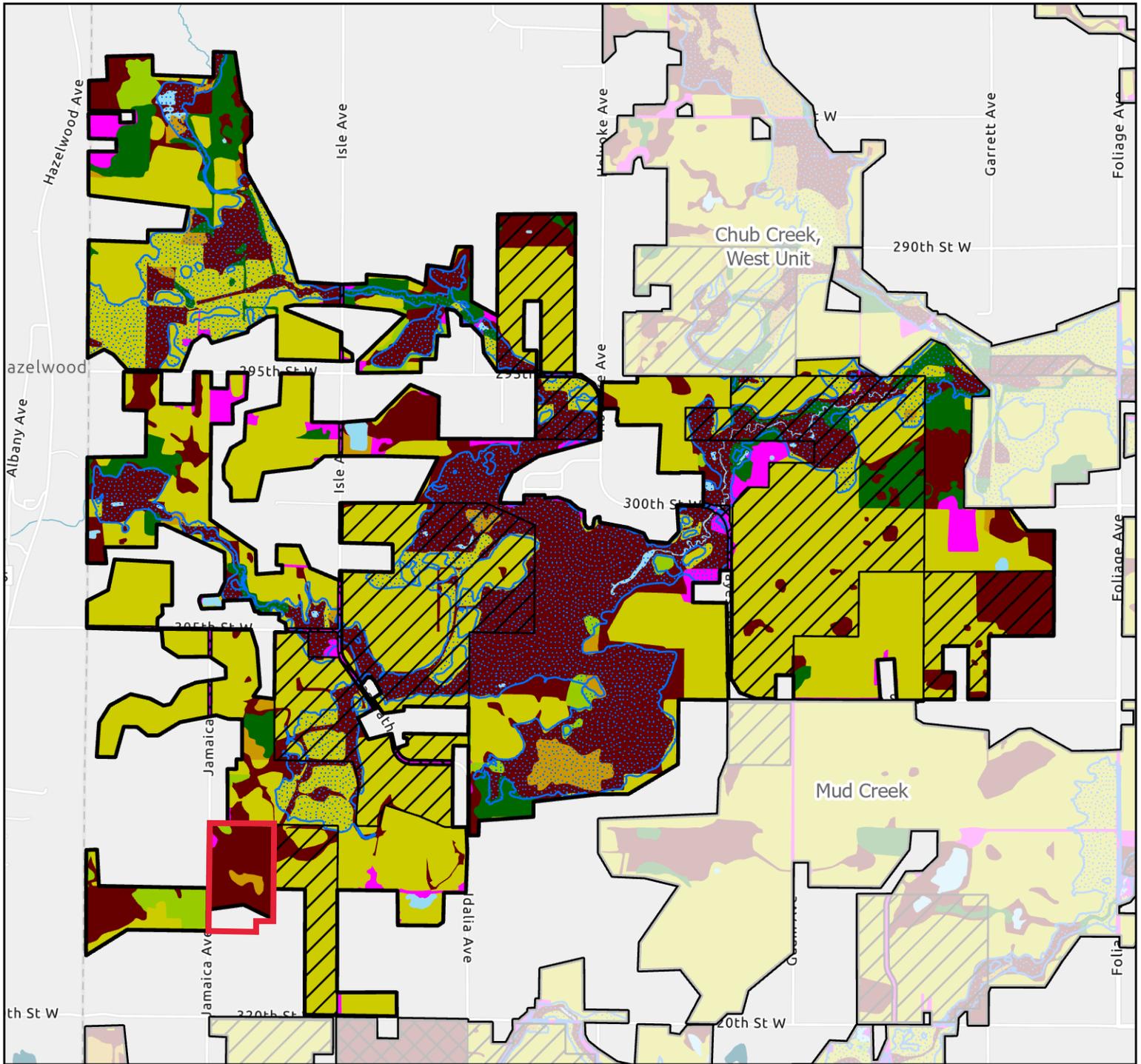
 Property Lines



Copyright 2025, Dakota County
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office

Dutch Creek

Conservation Focus Area - Southwest Greenvale Township





Board of Commissioners

Request for Board Action

Item Number: DC-5244

Agenda #: 10.13

Meeting Date: 3/24/2026

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Authorization To Schedule Public Hearing For Dakota County Fiscal Year 2026 One-Year Action Plan For Community Development Block Grant, HOME Investment Partnerships, And Emergency Solutions Grant Programs

PURPOSE/ACTION REQUESTED

Authorize the scheduling of a public hearing for 9:00 a.m. on April 21, 2026, to receive comments on the draft Dakota County Fiscal Year (FY) 2026 One-Year Action Plan (2026 Action Plan) for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs.

SUMMARY

The Dakota County Community Development Agency (CDA) administers the federal CDBG, HOME, and ESG programs on behalf of Dakota County. These federal programs receive annual grants in amounts determined by Congress to be used towards housing and community development activities. The FY 2026 Action Plan outlines the strategies and objectives for CDBG, HOME and ESG funds distributed to local governments and housing providers in Dakota County. The proposed activities for the U.S. Department of Housing and Urban Development (HUD) funds meet the priorities established in the 2025-2029 Five-Year Consolidated Plan approved by Resolution No. 25-314 (June 24, 2025). HUD has not released the grant amounts for the three entitlement programs for FY 2026. Until the grant amounts are released, HUD that requires that the FY 2025 budget amounts be used for planning purposes. Possible changes to the grant amounts are discussed in each program's section below. The Executive Summary of the draft 2026 Action Plan is attached. Also attached are the draft public hearing notice and brief summaries of the three entitlement programs.

CDBG. Dakota County was allocated \$1,893,442 in FY 2025 CDBG funds. Funding for activities generally will be increased or decreased proportionally depending on any increase or decrease to the FY 2026 grant amount, subject to statutory requirements. Proposed uses for the FY 2026 CDBG grant are as follows: affordable housing rehab (64%), public services (12%), public facilities (4%), neighborhood revitalization (2%), down payment assistance (3%), planning (2%), and grant administration (13%). There is an additional estimated \$350,000 for residential rehab activities from revolving loan income, which can only be used for residential rehab projects. Based on applications received from participating communities, the CDA recommends that 23 city and township activities, two Countywide activities, and one grant administration activity be funded.

HOME. The Dakota County HOME Consortium was allocated \$2,193,28.34 in FY 2025. Including program income, the FY 2026 HOME allocation could be \$3,002,105.83. Proposed uses for the

Dakota County HOME funds totaling \$891,137.08, including program income, are affordable rental housing (36%), affordable homeowner housing (36%), Community Housing Development Organization (CHDO) activities (13%), and grant administration (15%). HOME activities will be proportionally increased or decreased based on the final HOME allocation received from HUD, except that the CHDO activities will not exceed 15 percent of the total HOME allocation. The CDA recommends that the four Dakota County activities receive HOME funds.

ESG. Dakota County was allocated \$164,692 in FY 2025 ESG funds. Proposed uses for the FY 2026 ESG funds include emergency shelter operations (60%), rapid re-housing activities (27.5%), homelessness prevention activities (2%), Homeless Management Information System (3%), and grant administration (7.5%). Funding for activities generally will be increased or decreased proportionally depending on any increase or decrease to the FY 2026 grant amount, subject to statutory requirements. The Affordable Housing Coalition recommended approval of the draft ESG budget on February 12, 2026.

RECOMMENDATION

Dakota County and CDA staff recommend a public hearing be scheduled for 9:00 a.m. on April 21, 2026, in the Board Room, Administration Center, 1590 Highway 55, Hastings, MN, to receive comments on the draft Dakota County FY 2026 One-Year Action Plan.

EXPLANATION OF FISCAL/FTE IMPACTS

For FY 2026, Dakota County is anticipated to receive a CDBG grant of \$1,893,442, a HOME grant of \$891,137.08, including program income (Consortium total of \$3,002,105.83), and an ESG grant of \$164,692. These amounts will likely change when HUD releases the final FY 2026 allocations for the federal programs.

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

RESOLUTION

WHEREAS, Dakota County is an Entitlement County for funds through the Community Development Block Grant (CDBG) Program and Emergency Solutions Grant (ESG) Program and a Participating Jurisdiction for the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the CDBG, ESG, and HOME programs on behalf of Dakota County, thereby requiring agreements between the U.S. Department of Housing and Urban Development (HUD) and Dakota County for the CDBG, ESG, and HOME funds and between Dakota County and the Dakota County CDA for CDBG, ESG, and HOME program administration; and

WHEREAS, HUD requires the development and submission of the Fiscal Year (FY) 2026 One-Year Action Plan that proposes the allocation of the annual CDBG, HOME, and ESG funds to local governments and housing providers in the County; and

WHEREAS, CDA staff has worked with participating communities and agencies to identify CDBG, HOME, and ESG activities for FY 2026; and

WHEREAS, the proposed activities for HUD funds meet the housing and community development

priorities identified in the 2025-2029 Five-Year Consolidated Plan; and

WHEREAS, HUD has not released the grant amounts for the three entitlement programs for FY 2026, and the draft Dakota County 2026 One-Year Action Plan uses the FY 2025 approved budgets for the three programs for planning purposes; and

WHEREAS, if there are changes to the budget amounts when HUD releases the final FY 2026 grant amount, the budgets will be amended as follows: the CDBG budget generally will be increased or decreased proportionally depending on any increase or decrease to the grant amount subject to statutory limits on public service activities and planning and grant administration activities; the HOME budget generally will be increased or decreased proportionally depending on any increase or decrease to the grant amount except that funding for Community Housing Development Organization (CHDO) activities will not exceed 15 percent; and the ESG budget generally will be increased or decreased proportionally depending on any increase or decrease to the grant amount subject to statutory limits on emergency shelter operations and grant administration activities; and

WHEREAS, the anticipated Dakota County FY 2026 CDBG allocation is \$1,893,442 with \$350,000 of anticipated program income, the anticipated Dakota County FY 2026 HOME allocation is \$891,137.08, including program income (Consortium total of \$3,002,105.83), and the anticipated Dakota County FY 2026 ESG allocation is \$164,692; and

WHEREAS, CDA staff recommends allocating FY 2026 CDBG funds to 23 eligible activities for cities and townships, two Countywide activities, and one grant administration activity as follows: affordable housing rehab (64%), public services (12%), public facilities (4%), neighborhood revitalization (2%), down payment assistance (3%), planning (2%), and grant administration (13%); and

WHEREAS, CDA staff recommend allocating FY 2026 HOME funds to four eligible activities as follows: affordable rental housing (36%), affordable homeowner housing (36%), CHDO activities (13%), and grant administration (15%); and

WHEREAS, CDA staff recommend allocating FY 2026 ESG funds to five eligible activities as follows: emergency shelter operations (60%), rapid re-housing activities (27.5%), homelessness prevention activities (2%), Homeless Management Information System (3%), and grant administration (7.5%); and

WHEREAS, the requested public hearing is to receive comments and inform the public on the draft Dakota County 2026 One-Year Action Plan that outlines the strategies and objectives for the proposed allocation of FY 2026 CDBG, ESG, and HOME funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing for April 21, 2026, at 9:00 a.m. in the Board Room, Administration Center, 1590 Highway 55, Hastings, MN, to receive comments on the draft Dakota County Fiscal Year 2026 One-Year Action Plan, including proposed Community Development Block Grant Program activities funded with an anticipated budget of \$1,893,442.895, HOME Investment Partnerships Program activities funded with an anticipated budget of \$891,137.08, including program income (Consortium total of \$3,002,105.83), and Emergency Solutions Grant Program activities with an anticipated budget of \$164,692; and

BE IT FURTHER RESOLVED, That Dakota County staff is hereby authorized and directed to work with the Dakota County Community Development Agency to publish the public hearing notice in the *Dakota County Tribune* and the *Star Tribune* and to post said notice on the website of the Dakota County Community Development Agency at www.dakotacda.org <<http://www.dakotacda.org>>, and the Dakota County website at www.co.dakota.mn.us <<http://www.co.dakota.mn.us>>.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Draft Dakota County FY 2026 Action Plan Executive Summary

Attachment: Draft Public Hearing Notice

Attachment: Summary of Federal Entitlement Program

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora

Author: Maggie Dykes

DAKOTA COUNTY ANNUAL ACTION PLAN Program Year 2026 Executive Summary

DRAFT

Community Development Block Grant (CDBG)
HOME Investment Partnerships Program
(HOME)
Emergency Solutions Grant (ESG)



Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

In order to receive federal funding from the U.S. Department of Housing and Urban Development (HUD), Dakota County is required to prepare a Consolidated Plan, as well as subsequent Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs), for the following entitlement programs: Community Development Block Grant (CDBG); HOME Investment Partnerships Program (HOME); Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Solutions Grant (ESG). Currently, Dakota County does not receive any HOPWA funds.

The Fiscal Year (FY) 2026 Annual Action Plan (Action Plan) is the second year of Dakota County's Consolidated Plan for Fiscal Years 2025-2029 (Con Plan) as ratified by the Dakota County Board of Commissioners and approved by HUD.

The Con Plan lays out the objectives, priority goals and outcomes Dakota County has established to provide decent affordable housing, suitable living environments, and expand economic opportunities principally for low-and moderate-income households over the next five-year period. In the Action Plan, Dakota County identifies the proposed programs and projects to be undertaken during the 2026 program year to achieve the objectives and outcomes established in the Con Plan.

The CDA has administered the federal funds on behalf of Dakota County since the County became an entitlement jurisdiction in 1984. Each of the three entitlement programs has eligible activities in which the funds can be utilized. The CDA is charged with ensuring the requirements are met and will continue to provide the administrative guardianship of all three programs through its agreement with the County.

Dakota County is designated as the lead agency for the Dakota County HOME Consortium and assumes the role of monitoring and oversight of the HOME funds for the Consortium, which includes the counties of Anoka, Dakota, Ramsey, and Washington, and the city of Woodbury. As the grantee of CDBG funds, Dakota County works directly with the various municipalities (municipal subrecipients) within the County to provide access to this funding stream. The CDA provides managerial oversight of the numerous activities implemented with HOME, CDBG, and ESG resources.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

With the outcomes established by Congress in mind and guided by the mission statements of Dakota County and Dakota County CDA, the following objectives were identified to achieve the housing and community development needs of Dakota County communities and its residents.

1. Increase the affordable housing choices for low-and moderate-income households.
2. Preserve and improve existing housing to maintain affordability.
3. Increase access and quality of living by providing public services and supporting public facilities.
4. Support community development that revitalizes neighborhoods and removes safety and blight hazards.
5. Support economic development that enhances the workforce and businesses.
6. Support planning efforts that address the housing, community and economic development needs of Dakota County and continue to foster partnerships with community stakeholders.

The priority goals and the strategies to achieve the desired outcomes of decent housing, suitable living environments and economic opportunity were then formulated to serve the broad range of households, and to provide benefit to as many persons possible given the parameters of the funding programs.



The following chart details the strategies from the 2025-2029 Consolidated Plan.

2025-2029 Consolidated Plan - Dakota County

Objective		Priority	Strategy	Outcome			
6	Support planning efforts that address the housing, community and economic development needs of Dakota County, support fair housing choice, and continue to foster partnerships with community stakeholders.	1	Increase the affordable housing choices for low- and moderate-income households.	Reduce Homelessness	<ul style="list-style-type: none"> a. Support the implementation and operation of coordinated access entry sites for families, youth and singles b. Support housing stabilization initiatives for homeless populations c. Support the operation of emergency shelter facilities 	Planning and Administration a. Support all of the goals and strategies with planning and administration	<ul style="list-style-type: none"> • 50 Households provided Rapid Re-housing Assistance • 50 Households assisted with Homelessness Prevention • 500 Persons assisted through Overnight Shelter
				Affordable Rental Housing	<ul style="list-style-type: none"> a. Assist households to secure housing through new construction b. Improve energy efficiency of rental units c. Rehabilitate and preserve affordability in multifamily units d. Support fair housing activities e. Provide rental assistance 		<ul style="list-style-type: none"> • 50 Rental Units constructed • 10 Rental Units rehabilitated
		2	Preserve and improve existing housing to maintain affordability.	Affordable Homeowner Housing	<ul style="list-style-type: none"> a. Increase supply of affordable homeowner housing b. Improve energy efficiency of owner-occupied housing units c. Rehabilitate and preserve affordability in single family units d. Support fair housing activities 		<ul style="list-style-type: none"> • 300 Homeowner Units rehabilitated • 1 Homeowner Unit (re)constructed • 3 Direct Financial Assistance to Homebuyers
				Community Development	<ul style="list-style-type: none"> a. Assist LMI homeowners with street assessments b. Improve accessibility in public buildings to comply with ADA regulations 		<ul style="list-style-type: none"> • 500 Persons benefited from public facility or infrastructure improvement
		3	Increase access and quality of living by providing public services and supporting public facilities.	Public Services	<ul style="list-style-type: none"> a. Support programs that fulfill basic needs (food and shelter) for people who are low-income and/or homeless b. Support programs for youth c. Support programs for seniors d. Support transportation services e. Support housing counseling services 		<ul style="list-style-type: none"> • 13,000 Persons benefited from public services
				Neighborhood Revitalization	<ul style="list-style-type: none"> a. Address vacant or substandard properties that may or may not be suitable for rehab b. Address water and sanitation hazards c. Address contamination clean up issues 		<ul style="list-style-type: none"> • 150 Households assisted
		4	Support community development that revitalizes neighborhoods and removes safety and blight hazards.	Economic Development	<ul style="list-style-type: none"> a. Support work initiatives that assist residents to access living wage jobs b. Support initiatives that help low-income people gain work skills, jobs and employment history c. Provide financial assistance to businesses to address building deficiencies (exterior façade improvements) 		<ul style="list-style-type: none"> • Façade treatment/business building rehabilitation: 2 Businesses
		5	Support economic development that enhances the workforce and businesses.				

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Dakota County and the Dakota County HOME Consortium consistently perform well in the administration of the three grant programs discussed in this plan. In the CDBG program, one regulatory measure used by HUD to evaluate performance is the timeliness ratio test. This formula measures the amount of an entitlement community's unexpended funds 60 days prior to the start of the next program year in relation to the amount of funding it receives; the ratio cannot exceed 1.5. Dakota County's timeliness ratio is measured on May 2nd each year. On February 17, 2026, the Dakota County ratio was 1.53.

The HOME program uses commitment and expenditure deadlines to measure performance. Dakota County has met all deadlines.

The ESG program uses drawdown requirements to measure performance. Dakota County has made consistent drawdowns of ESG funds.

While these financial tests are required and are measurements of performance, it is also important that projects and programs carried out with these funds meet outcome expectations and benefit eligible persons. Reporting on outcomes and beneficiaries is made available each year in the Consolidated Annual Performance and Evaluation Report (CAPER). Dakota County and the CDA recognize that the evaluation of past performance is critical to ensuring the County and its subrecipients are implementing activities effectively and that those activities align with the overall strategies and goals listed in the Con Plan. The performance of programs and systems are evaluated on a regular basis and adjustments are made as needed.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Each municipality is required to formally apply for CDBG funding and request funding for activities that would best serve their community needs. Applications were provided to city and township staff on November 21, 2025, and were required to be submitted to the CDA by January 16, 2026.

CDA staff regularly attend the monthly meetings held by the Affordable Housing Coalition and consulted the members of the coalition regarding the Annual Action Plan. The discussion and feedback were helpful to determine the actions needed to meet the goals of the Consolidated Plan. Members of the Affordable Housing Coalition also reviewed and made comments on the ESG Written Standards.

CDA staff consulted with following Dakota County departments and divisions: Community Services, Physical Development, Workforce Development, Environmental Resources, and the Office of Planning specific to the activities that could be potentially funded with CDBG funds. An internal e-mail was sent to various County Departments to apply for 2026 funding with the same application deadline as the municipalities. The County Board reviewed the staff-recommended 2026 Countywide activities on February 10, 2026.

To continue the community engagement process once the proposed objectives and outcomes had been identified, CDA staff presented the plan to the community and its stakeholders in the following manner:

1. Presentations (February 2026-May 2026) – The Dakota County CDA presented a draft of the priorities and the established goals at the following venues:
 - The Affordable Housing Coalition reviewed the ESG activities at a regularly scheduled meeting (February 12).
 - The County Board reviewed the Action Plan at a regularly scheduled meeting (March 24).
2. Public Hearing and Comment Period (March 2026 – April 2026) – A 39-day public comment period was opened on March 13, 2026 and ran through April 20, 2026. Public notices were published in the *Dakota Tribune* and the *Star Tribune*, as well as on the websites of Dakota County, the Dakota County CDA, and the cities in Dakota County (only the public hearing notice was posted on cities' websites). A public hearing was held on April 17, 2026 at the Dakota County Board of Commissioners meeting. The Dakota County HOME Consortium members each held their own public hearings.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The public hearing for the Dakota County Action Plan was April 21, 2026. No comments were received. The public comment period was open for a period of 39 days. No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

The public hearing is on April 21, 2026 and the public comment period will run from March 13 to April 20 for 39 days. No comments have been received so far as of the publishing of the draft Annual Action Plan.

7. Summary

Dakota County and the HOME Consortium members were allocated approximately \$4 million between CDBG, HOME and ESG for FY 2025, which is the amount being used for planning purposes for FY 2026. Dakota County is expected to receive slightly under \$3 million in grant allocations, with the largest being CDBG.

For the 2026 program year, Dakota County has set funding for 34 activities to take place either within a specified city or on a Countywide basis. The breakout is 26 activities are funded with CDBG, five activities are funded with ESG, and three activities are funded with HOME including program administration. The following activity statement and graphs detail the intended uses (activities) of CDBG, HOME and ESG funds for FY 2026.

The other members of the Dakota County HOME Consortium will work with their respective elected Boards for approval of the non-HOME funds.

Dakota County FY 2026 DRAFT CDBG/HOME/ESG Activity Statements

FY 2026 Dakota County DRAFT CDBG Activity Statement

Small Cities and Townships:

City	Project	2026 Budget
Vermillion Township	Planning & Admin - 2050 Comprehensive Plan	\$ 34,971.00
	Total	\$ 34,971.00

Large Cities:

City	Project	2026 Budget
Apple Valley	Home Improvement Loan Program	\$ 142,017
	Public Service - DARTS Senior Chore Service	\$ 25,061
	Total	\$ 167,078

City	Project	2026 Budget
Burnsville	Home Improvement Loan Program	\$ 248,372
	Total	\$ 248,372

City	Project	2026 Budget
Eagan	Home Improvement Loan Program	\$ 175,314
	Public Service - Pre-School Program	\$ 4,000
	Public Service - Youth After School Programs	\$ 15,000
	Public Service - DARTS Senior Chore Services	\$ 5,000
	Public Service - Dakota Woodlands Youth	\$ 6,000
	Total	\$ 205,314

City	Project	2026 Budget
Farmington	Home Improvement Loan Program	\$ 45,488
	Public Service - Senior Services	\$ 5,000
	Total	\$ 50,488

City	Project	2026 Budget
Hastings	Assessment Abatement	\$ 43,993
	Total	\$ 43,993

City	Project	2026 Budget
Inver Grove Heights	Home Improvement Loan Program	\$ 89,473
	Total	\$ 89,473

City	Project	2026 Budget
Lakeville	Home Improvement Loan Program	\$ 9,540
	ADA Compliance Improvements - Heritage Center	\$ 80,500
	Public Service - Senior Transportation	\$ 35,000
	Public Service - Senior Services	\$ 13,483
	Total	\$ 138,523

City	Project	2026 Budget
Mendota Heights	Home Improvement Loan Program	\$ 15,892
	Total	\$ 15,892

City	Project	2026 Budget
Northfield	Homeownership Assistance - Down Payment Assistance	\$ 47,266
	Planning & Admin - Land Development Code	\$ 5,250
	Total	\$ 52,516

City	Project	2026 Budget
Rosemount	Home Improvement Loan Program	\$ 48,867
	Total	\$ 48,867

City	Project	2026 Budget
South St. Paul	Home Improvement Loan Program	\$ 69,054
	Total	\$ 69,054

City	Project	2026 Budget
West St. Paul	Home Improvement Loan Program	\$ 85,130
	Total	\$ 85,130

Countywide	Project	2026 Budget
Dakota County	Home Improvement Loan Estimated Revolving Loan	\$ 350,000
	Countywide Home Improvement Loan	\$ 278,771
	Public Service - Housing Counseling	\$ 112,000
	Planning & Admin - CDA General Grant Administration	\$ 253,000
	FY2026 CDBG Countywide	\$ 390,771
	FY2026 CDBG Grant Administration	\$ 253,000
	FY2026 CDBG DRAFT Grant Total	\$ 1,893,442
	FY2026 CDBG DRAFT Grant w/ Estimated RL	\$ 2,243,442

FY 2026 Dakota County DRAFT HOME Consortium Activity Statement

Dakota County 2026 Annual Action Plan Executive Summary

Participating Jurisdiction	Project	2026 Budget
Anoka County 24.62%	Affordable Rental Housing	\$ 405,091.00
	Affordable Rental Housing - Program Income	\$ 416,269.79
	Affordable Rental Housing - Program Income (from Woodbury)	\$ 379.10
	Affordable Homeowner Housing - Program Income	\$ 150,000.00
	Community Housing Development Organization - Rental	\$ 81,018.00
	Grant Administration	\$ 40,509.00
	Grant Administration - Program Income	\$ 47,189.15
	Total	\$ 1,140,456.04

Participating Jurisdiction	Project	2026 Budget
Dakota County 36.24%	Affordable Rental Housing	\$ 277,712.42
	Affordable Rental Housing – Program Income	\$ 40,857.15
	Affordable Homeowner Housing	\$ 318,569.58
	Community Housing Development Organization - Rental	\$ 119,257.00
	Grant Administration	\$ 114,474.34
	Grant Administration – Program Income	\$ 20,266.59
	Total	\$ 891,137.08

Participating Jurisdiction	Project	2026 Budget
Ramsey County 22.84%	Affordable Homeowner Housing	\$ 375,803.00
	Affordable Homeowner Housing – Program Income	\$ 120,076.86
	Rental - Community Housing Development Organization	\$ 75,161.00
	Grant Administration	\$ 37,580.00
	Grant Administration – Program Income	\$ 10,006.42
	Total	\$ 618,627.28

Participating Jurisdiction	Project	2026 Budget
Washington County 11.86%	Affordable Homeowner Housing	\$ 195,141.00
	Community Housing Development Organization - Rental	\$ 39,028.00

Dakota County 2026 Annual Action Plan Executive Summary

Grant Administration	\$ 19,514.00
Total	\$ 253,683.00

Participating Jurisdiction	Project	2026 Budget
City of Woodbury 4.44%	Affordable Rental Housing	\$ 54,790.50
	Affordable Rental Housing - Program Income	\$ 3,232.43
	Affordable Homeowner Housing	\$ 18,263.50
	Community Housing Development Organization - Rental	\$ 14,611.00
	Grant Administration	\$ 7,305.00
	Total	\$ 98,202.43

Consortium Totals	Project	2026 Budget
	HOME Projects:	
	Affordable Rental Housing	\$ 737,593.92
	Affordable Homeowner Housing	\$ 907,777.08
	Community Housing Development Organization - Rental	\$ 329,075.00
	Grant Administration	\$ 219,382.34
	Prior Year Program Income	\$ 808,277.49
	FY 2026 DRAFT HOME Grant Total	\$ 2,193,828.34
	FY 2026 DRAFT HOME Grant and Program Income Total	\$ 3,002,105.83

FY 2026 Dakota County DRAFT ESG Activity Statement

Countywide	Activity	2026 Budget
	Emergency Shelter Operations	\$ 98,815
	Rapid Re-Housing	\$ 46,253
	Homelessness Prevention	\$ 2,500
	Data Collection (HMIS)	\$ 4,772
	Grant Administration	\$ 12,352
	FY 2026 DRAFT Emergency Solutions Grant Total	\$ 164,692

NOTICE TO ANNOUNCE PUBLIC HEARING

Notice is hereby given that the Dakota County Board of Commissioners will hold a public hearing on April 21, 2026 at 9:00 a.m. in the County Board Room of the Dakota County Administration Center, 1590 West Highway 55, Hastings, MN, for the purpose of receiving comments from the general public on the draft Dakota County Fiscal Year (FY) 2026 Annual Action Plan. The FY 2026 Annual Action Plan is a document mandated by the U.S. Department of Housing and Urban Development (HUD) that outlines local affordable housing and community development needs and identifies strategies for addressing them using funds from the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs for Dakota County.

You may submit comments for the public hearing via email to countyadmin@co.dakota.mn.us. Persons wishing additional information on the public hearing, the FY 2026 Annual Action Plan, or the proposed or previous use of Dakota County CDBG, HOME, or ESG funds should contact Maggie Dykes of the Dakota County Community Development Agency (CDA) at 651-675-4464 or mdykes@dakotacda.org

An executive summary and the list of proposed uses of the 2026 CDBG, HOME, and ESG funds is available on the Dakota County CDA web site at www.dakotacda.org and on the County website at www.co.dakota.mn.us. Upon request, the Dakota County CDA will make every attempt to make the information available in alternative formats.

DAKOTA COUNTY FEDERAL ENTITLEMENT PROGRAMS

Annually, Dakota County (the County) receives Community Development Block Grant (CDBG) funds, HOME Investment Partnerships (HOME) funds, and Emergency Solutions Grant (ESG) funds from the federal government as an entitlement jurisdiction. The funds are received through the U.S. Department of Housing and Urban Development (HUD). The Dakota County Community Development Agency (the CDA) administers the funds on behalf of the County. The federal program year starts July 1st and ends the following June 30th.

CDBG

The CDBG program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. As an urban county with a population of at least 200,000, the County receives a direct CDBG allocation annually. The County Board has decided that 75 percent of the funds should be allocated to the cities and townships, and 25 percent should go towards countywide programs. The County first became eligible to receive a direct allocation of CDBG funding in 1984.

A city in a metropolitan area with a population of 50,000 or more is also considered an entitlement community and can receive a direct CDBG grant. There are four entitlement cities in the County: Apple Valley, Burnsville, Eagan, and Lakeville. These cities have chosen to be part of the Dakota County program because of the partnership between the cities, the County, and the CDA. CDBG funds are allocated to cities as determined by a HUD formula based on overcrowded housing, population and poverty. Overcrowded housing means more than one person per room in a residential structure. The 12 largest Dakota County cities (including Northfield) with a population of more than 10,000 receive direct CDBG allocations. Remaining funds are set aside in a competitive pool for cities and townships with populations less than 10,000. Finally, funding also is set aside for countywide projects and grant administration. The CDBG funds must be spent within four years from the award date or the funds will be forfeited.

HOME

The HOME program provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. The County receives HOME funds as a part of a consortium of counties and a city that includes Anoka County, Ramsey County, Washington County, and the city of Woodbury. The County is designated as the lead agency for the Dakota County HOME Consortium (the Consortium), which was formed in 1994. The County has assumed the role of monitoring and oversight of the HOME funds for the Consortium. Each Consortium member is responsible for developing, selecting and approving activities in their jurisdiction. HOME funds are to be committed to a project within two years from the end of the month the award agreement was signed. Though this rule is currently suspended, the Consortium will strive to meet this deadline annually. HOME funds must be expended within eight years or the funds will be forfeited to HUD.

ESG

The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless. ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and Homeless Management Information System (HMIS); as well as administrative activities. The CDA and the County Department of Community Services work together to assist people that are eligible for the program. The Affordable Housing Coalition, an independent, public/private collaboration that facilitates countywide planning of homeless services and resources, provides advisory comments on the ESG program. The ESG funds must be spent within two years from award date or the funds will be forfeited to HUD.



Board of Commissioners

Request for Board Action

Item Number: DC-5490

Agenda #: 10.14

Meeting Date: 3/24/2026

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Approval Of Minnesota Department Of Natural Resources Addition To Gores Pool #3 State Wildlife Management Area

PURPOSE/ACTION REQUESTED

Approve the Department of Natural Resources (DNR) acquisition of a 63.5-acre property in Ravenna Township as an addition to the Gores Pool #3 Wildlife Management Area (WMA) as required by state statute.

SUMMARY

The DNR is considering the acquisition of a 63.5-acre property in Ravenna Township as an addition to their existing Gores Pool #3 WMA, consisting of more than 7,102 acres. The subject property is privately owned and located within the WMA boundary. The DNR has negotiated with the willing seller to acquire the property that cannot otherwise be developed.

The acquisition of the property will preserve habitat for wildlife species and will enable wildlife management, while providing outdoor recreational opportunities to the residents of many nearby cities and towns. The property will become part of Minnesota's outdoor recreation system, available for dispersed wildlife-based recreation such as hunting, trapping, birdwatching, and hiking.

The final step in adding this parcel to Minnesota's public land system is receiving approval from the Dakota County Board of Commissioners. Per Minn. Stat. § 97A.145, subd. 2 (Wetlands for Wildlife), the DNR must notify the local County Board and town officers where the subject property is located of the proposed acquisition. The County Board needs to approve or disapprove the acquisition by March 24, 2026. The DNR is working with a willing seller and is not seeking any county staff time or budget assistance with their project.

RECOMMENDATION

Staff recommends that the Board of Commissioners approve the DNR's addition of the 63.5-acre property in Ravenna Township to the Gores Pool #3 WMA.

EXPLANATION OF FISCAL/FTE IMPACTS

There is no fiscal impact to this project as this approval is administrative-only and does not commit to any monetary or staff support to the project.

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

RESOLUTION

WHEREAS, the Minnesota Department of Natural Resources (DNR) wishes to acquire a 63.5-acre property in Ravenna Township as an addition to their existing Gores Pool #3 Wildlife Management Area, legally described as:

Government Lot 1, Government Lot 2, and Government Lot 3, all in Section 5, Township 114 North, Range 16 West, Dakota County, Minnesota

; and

WHEREAS, by Minn. Stat. § 97A.145, subd. 2, the DNR must receive County Board approval to establish or add to a state Wildlife Management Area; and

WHEREAS, the DNR has secured all necessary acquisition funding for acquiring the subject property and will be responsible for payment in lieu of taxes for the property.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Minnesota Department of Natural Resources acquisition of the 63.5-acre property as an addition to the Gores Pool #3 Wildlife Management Area.

PREVIOUS BOARD ACTION

None

ATTACHMENTS

Attachment: DNR Cover Letter
Attachment: WMA Boundary Map
Attachment: WMA Acquisition Map

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora
Author: Eddie Buell



Dakota County
1590 Highway 55
Hastings, MN 55033

November 24, 2025

Subject: Acquisition of property to become addition to Gores Pool #3 State Wildlife Management Area

Dear Dakota County Commissioners,

This letter is to introduce a proposal for the State of Minnesota to acquire approximately 63.5 acres of flood plain forest and river bottoms in East Central Goodhue County (Ravenna Township). The property is within a ~7,102.87-acre state property known as the Gores Pool #3 State Wildlife Management Area (WMA) and would become an addition to the existing WMA (see included map).

The acquisition of these 63.5 acres will preserve habitat for wildlife species and will enable wildlife management, while providing outdoor recreational opportunities to the residents of many nearby cities and towns. The property will become part of Minnesota's outdoor recreation system available for dispersed wildlife-based recreation such as hunting, trapping, birdwatching, and hiking.

As always, PILT (Payment in Lieu of Taxes) payments will be made on an annual basis. PILT payments for wildlife management lands are distributed among counties, townships, and school districts as if they were property taxes on the land. The payment is based on a percentage of the appraised value of the property and is updated every number of years. These PILT payments are usually comparable to the amount of property taxes a private landowner would have otherwise made, and in some cases can even end up being higher comparatively.

The final step in adding this parcel to Minnesota's public land system is receiving approval from the Dakota County Board of Commissioners. We hope you see the value in allowing this piece of property to become part of the WMA and kindly ask for resolution on this acquisition during the next meeting. I would be available to attend an upcoming meeting to answer any questions you may have.

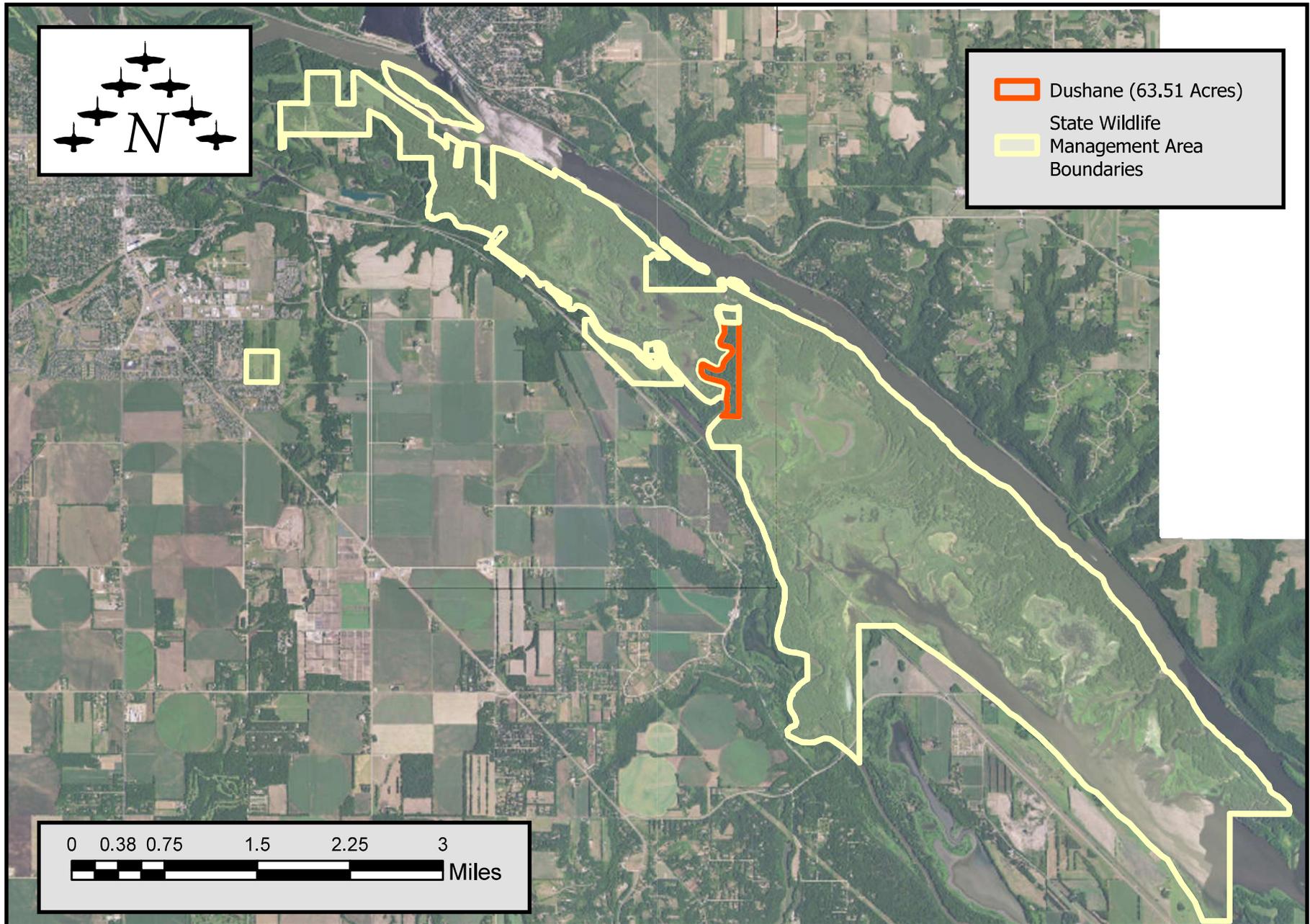
Sincerely,

A handwritten signature in blue ink that reads 'Tim Pharis'.

Tim Pharis
Area Wildlife Supervisor
MNDNR-Wildlife
15325 Babcock Ave.
Rosemount, MN 55068
651-322-4643

Gores Pool #3 WMA Hastings, MN T114 R16 S5 Dushane Parcel (63.51 Acres)

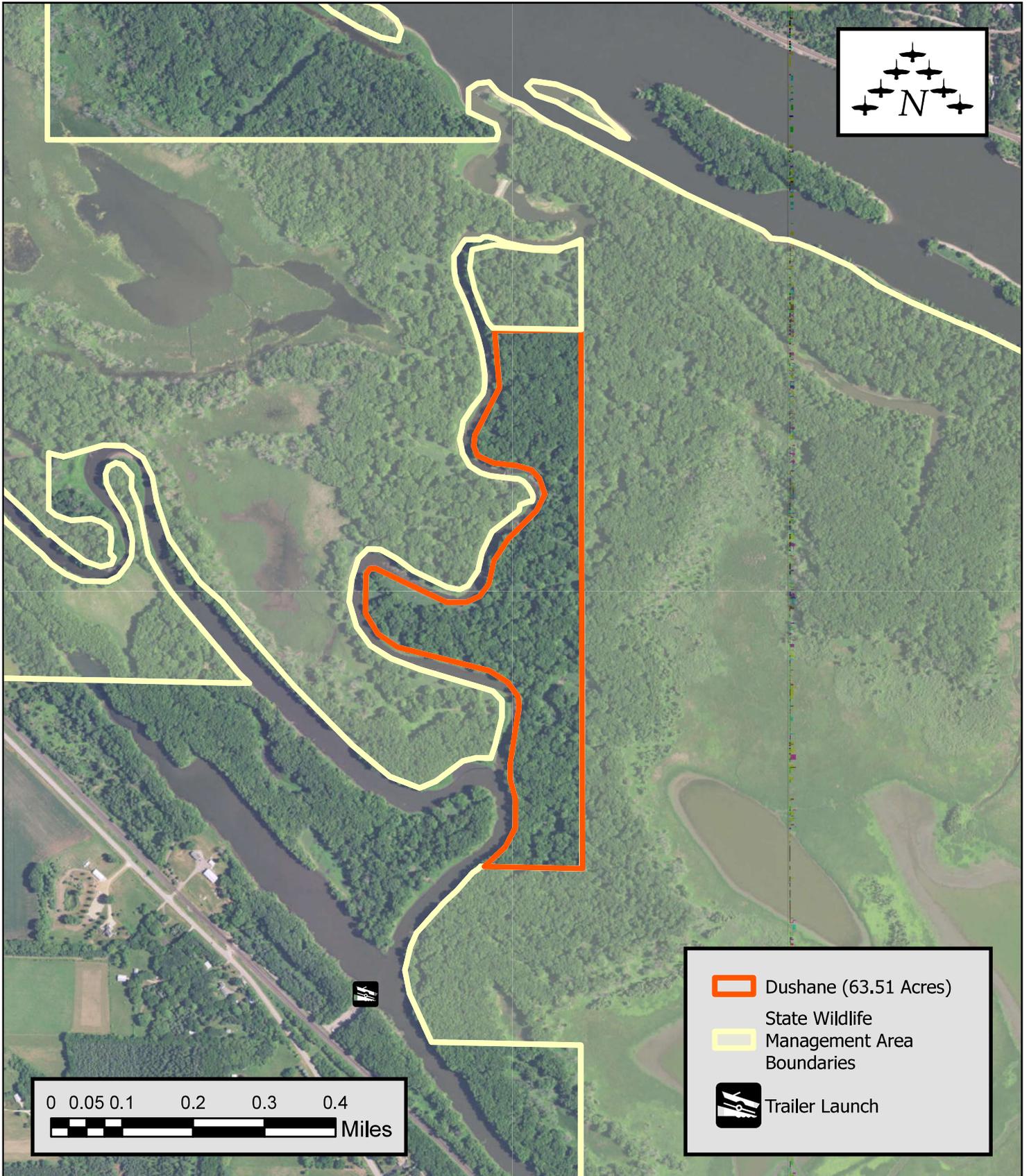
Attachment: WMA
Boundary Map



February 5, 2025

Gores Pool #3 WMA Hastings, MN T114 R16 S5 Dushane Parcel (63.51 Acres)

Attachment: WMA
Acquisition Map



February 5, 2025



Board of Commissioners

Request for Board Action

Item Number: DC-5449

Agenda #: 11.1

Meeting Date: 3/24/2026

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application For Assemblage Of Large Numbers Of People License Submitted By Farmington Area Enhancement Group

PURPOSE/ACTION REQUESTED

Approve application for an Assemblage of Large Numbers of People License submitted by Farmington Area Enhancement Group for Top the Tater Days parade line up and staging on Saturday, June 28, 2026 at the Dakota County Fairgrounds, 4008 220th Street West, Farmington, in Castle Rock Township, as recommended and authorized by the Public Services and Revenue Division to issue the license.

SUMMARY

The application has been submitted by Farmington Area Enhancement Group for the Farmington Top the Tater Days parade line up and staging area. The event will be held on June 28, 2026, from Noon until 2:30 p.m. at Dakota County Fairgrounds, 4008 220th Street West, Farmington, in Castle Rock Township.

Dakota County Ordinance No. 112 requires that not person shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage, sell or give tickets to an actual or anticipated assemble of 300 or more persons for an exhibition or show of any nature, whether on public or private property, unless a license to hold such an assembly has first been secured. The application has been reviewed for compliance with the ordinance and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department, and the Sheriff's Office. Castle Rock Township reviewed the application on March 4, 2026.

Under the Dakota County Ordinance, security and traffic controls must meet local and State requirements. Such controls shall include, but not be limited to, law enforcement officers having jurisdiction in Dakota County and any additional security officers sufficient to provide adequate security for the maximum number of people assembled, as recommended by the Dakota County Sheriff.

License holders are required to obtain a \$10,000 bond payable to Dakota County and commercial general liability insurance in the sum of \$1,000,000 per occurrence for bodily injury or death or property damage naming Dakota County as additional insured covering all injuries or damage caused by or as a result of the conduct of the assembly. The bond protects Dakota County up to \$10,000 from all loss or damage for which it is liable on account of issuance of the license. The commercial

general liability coverage provides insurance coverage to Dakota County and members of the public in the instance that they are injured or incur property damage through the actions of the license holder or their agents. This insurance coverage may relieve Dakota County of liability for general liability claims arising from actions taken by Sheriff's deputies while performing general security duties at the event.

RECOMMENDATION

Staff recommends approval of the application.

EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from the license is \$342.00 and will be recorded in the General Fund.

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

RESOLUTION

WHEREAS, an application has been submitted by Farmington Area Enhancement Group to hold the Top the Tater Days parade line-up and staging on June 28, 2026 at Dakota County Fairgrounds, 4008 220th Street West, Farmington, in Castle Rock Township; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed license, and the application has been reviewed for compliance with the County Ordinance No. 112 and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department and Sheriff's Office; and

WHEREAS, Castle Rock Township approved the application on March 4, 2026

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application for Assemblage of Large Numbers of People License received by Farmington Area Enhancement Group to hold the Top the Tater Days parade line-up and staging on June 28, 2026, from Noon until 2:30 p.m. at Dakota County Fairgrounds, 4008 220th Street West, Farmington, and authorizes the Public Services and Revenue division to issue the license.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell
Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-5318

Agenda #: 12.1

Meeting Date: 3/24/2026

DEPARTMENT: Human Resources

FILE TYPE: Regular Action

TITLE

Recognition Of HEROES And IDEA Leadership Award Recipients

PURPOSE/ACTION REQUESTED

Recognize finalists for the HEROES Collaboration Award and announce the winners for the IDEA Leadership Award - Inclusion, Diversity, Equity & Access Leadership Awards.

SUMMARY

Dakota County Board of Commissioners annually designates a day to recognize finalists for the HEROES Collaboration Award and winners of the IDEA Leadership Award are recognized.

1. The HEROES (**H**onoring **E**ffective **R**esponsive **O**utstanding **E**fficient **S**ervice) Awards recognize the collaborative efforts of employee groups at Dakota County in 2025. The awards acknowledge groups who pursue our Mission of “*Efficient, Effective, Responsive government*” utilizing innovative and creative ways to approach the work we do to serve and connect with our customers and the public. Awards will be presented to employees to recognize them in their role in one of three final nominations for the HEROES Collaboration Award.
2. The IDEA (Inclusion, Diversity, Equity & Access) Leadership Awards. The purpose of the awards is to recognize the outstanding efforts of staff at the County who are working to make Dakota County a more inclusive, diverse, accessible and equitable organization. There are two award categories - individual and group.

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

Costs associated with Employee Recognition are included in the 2026 Adopted Budget as part of the Human Resources Department and are funded by levy.

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

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners annually designates a day to recognize finalists for the HEROES Collaboration Award and winners of the IDEA Leadership Awards are recognized; and

WHEREAS, Dakota County recognizes outstanding collaborations through the HEROES (**H**onoring **E**ffective **R**esponsive **O**utstanding **E**fficient **S**ervice) Awards to recognize employee groups who demonstrate the County's mission of "*Efficient, Effective, Responsive government*" to implement innovative and creative methods for serving customers and the public; and

WHEREAS, Dakota County recognizes the outstanding efforts of staff at the County who are working to make Dakota County a more inclusive, diverse, accessible and equitable organization through the IDEA (Inclusion, Diversity, Equity & Access) Leadership Awards.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby recognizes the following employees and presents them with HEROES Awards for outstanding collaboration achievements in their service to Dakota County in 2025:

Employment and Economic Assistance Model Redesign:

Ahtasham Alvi
Alyssa Erickson
Amanda Conroy
Amanda Nielsen
Amy Schillings
Amy Syfko
Andy Fink
Angie Burrows
Beth Bisciglia
Brenda Bidwell
Christina Lundgren
Chrystal Hovaldt
Cory Dorfing
Dana DeMaster
Greg Wisher
Hoang Ton
Jessica Strydom
Julie Glisky
Lynn Carr
Mark Jacobs
Marti Fischbach
Mikayla Anderson
Nate Lundin
Paul Hanton
Rachel Mickus
Rachel Simmer
Robyn Roberts
Sam Gelhorn
Samantha Levine
Scott Jara

Tiffinie Miller
Tonya McGregor
Tristan Skoglund
Wesley Nguyen

All-Terrain Track Chair Program:

Adam Montain
Alyssa Riggs
Bart Pritchett
Beth Koch
Beth Landahl
Brian Smidt
Carrie Larson
Grant Fleetwood
Greg Leonard
Greg Wisher
Jeanine Salute
Jessica Johnson
Jon Reiners
Kaare Kvenild
Katie Pata
Kaylene Brink
Kevin Schlangen
Mike Longaecker
Nick Pederson
Randy Cunningham
Shannon Coyne
Sky Jarvi
Troy Mallat

Library Locations as Community Health Hubs:

Alex Groten
Alexander Adrian
Amanda Feist
Andrew Cook
Anne Freiderichs
April Bayerkohler
Ashley Briggs
Beth Unten
Betsy Cutts
Betsy Lundmark
Carrie Klun
Claire Gabler

Colleen Hardy
Cristy Treat
Debbie Snyder
Debra Bifulk
Diane Podolske
DJ Schuette
Erin Carder
Erin Holl
Gerald Erickson
Hannah Heinicke
Holly Carlson
Honora Rodriguez
James Johnson Jr.
Jennifer Reichert Simpson
Jessica Zmira
Kallie Schell
Karen Mackey
Kassy Podvin
Katie Galloway
Kelly Reader
Laura Miller
Leslie Foster-Huot
Lisa Guck
Marguerite Zauner
Matt Giljahn
Matt Neer
Maureen Quam
Melissa Pond-Benesh
Natalie Fiscus
Natalie Vasilj
Nataliya Bakunina
Nicole Schmiesing
Sarah Connolly
Stacy Price
Suela Bace
Terri Rau
Terry Rumpza
Tori Streeter
Victoria Streeter
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby recognizes the following employees and presents them with IDEA Leadership Awards for working to make Dakota County a more inclusive, diverse, accessible and equitable organization in 2025:

IDEA Group Leadership Award - Dakota County Libraries Adult Libraries Services Team

Members: Holly Carlson, Matt Neer, Jerry Erickson, Erin Holl, Melissa Pond-Benesh, Alexandre Adrian, Deborah Bifulk, Sarah Connolly, Betsy Cutts, Stacy Price, Barb Svoboda

IDEA Individual Leadership Award

Dua Thao - Youth Program and Outreach Coordinator, Libraries

PREVIOUS BOARD ACTION

25-111; 2/18/25

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Board of Commissioners

Request for Board Action

Item Number: DC-5500

Agenda #: 15.1

Meeting Date: 3/24/2026

Information

See Attachment for future Board meetings and other activities.

March 24, 2026

Tuesday

- 9:00 AM - 9:00 AM **Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast**
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
- 9:30 AM - 9:30 AM **Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 9:30 AM - 9:30 AM **Regional Railroad Authority - CANCELED**
- 3:00 PM - 3:00 PM **Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom**
- 4:00 PM - 4:00 PM **Dakota County Community Development Agency Budget Workshop (or following CDA) -- CDA, 1228 Town Centre Drive, Eagan, Boardroom**

March 25, 2026

Wednesday

- 9:15 AM - 9:15 AM **Metropolitan Mosquito Control District Executive Committee Meeting -- Metropolitan Mosquito Control District 2099 University Ave. W, St. Paul**
- 12:00 PM - 12:00 PM **Association of MN Counties Leadership Summit -- Grandview Lodge, 23521 Nokomis Ave, Nisswa**
- 4:30 PM - 4:30 PM **Minnesota Valley Transit Authority Board Meeting -- Burnsville Bus Garage, 11550 Rupp Drive, Burnsville**

March 26, 2026

Thursday

- 8:00 AM - 8:00 AM **Association of MN Counties Leadership Summit -- Grandview Lodge, 23521 Nokomis Ave, Nisswa**
- 1:00 PM - 1:00 PM **Vermillion River Watershed Joint Powers Board Meeting -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington**
- 7:00 PM - 7:00 PM **Dakota County Planning Commission Meeting -- Western Service Center, 14955 Galaxie Ave, Conference Room 106, Apple Valley**

March 27, 2026

Friday

8:00 AM - 8:00 AM **Association of MN Counties Leadership Summit -- Grandview Lodge, 23521 Nokomis Ave, Nisswa**

12:00 PM - 12:00 PM **Association of MN Counties Board of Directors Meeting - CANCELED**

April 7, 2026

Tuesday

9:00 AM - 9:00 AM **Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>**

9:30 AM - 9:30 AM **Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

5:00 PM - 5:00 PM **Public Open House #3: Reconstruction of County Road 26 (70th Street) -- Veteran's Memorial Community Center, 8055 Barbara Ave, Inver Grove Heights, Room #1**



Board of Commissioners

Request for Board Action

Item Number: DC-5501

Agenda #: 16.1

Meeting Date: 3/24/2026

Adjournment