



Dakota County

Board of Commissioners

Agenda

Tuesday, June 25, 2024

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

Emails must be received by 7:30am on the day of the meeting.

Instructions on how to participate will be sent to anyone interested.

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 June 4, 2024
6. **Items Recommended By Board Committee***
 - 6.1 *Physical Development Administration* - Authorization To Amend And Restate Agricultural Conservation Easement On Former Delores Gergen Property In Hampton Township
 - 6.2 *Transportation* - Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Multiuse Trail Along County State Aid Highway 28 In City Of Inver Grove Heights, County Project 28-69

- 6.3** *Transportation* - Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Intersection Improvements On County State Aid Highway 56 (Concord Boulevard) In City Of Inver Grove Heights, County Project 56-14
- 6.4** *Transportation* - Authorization to Amend Agreements For Preliminary Design, Right Of Way, Final Design, And Construction For I-35W Interchange With County State Aid Highway 42, County Project 42-164 In Burnsville
- 6.5** *Parks, Facilities, and Fleet Management* - Authorization To Execute Joint Powers Agreement With Goodhue County For Custodial And Reservations Services
- 6.6** *Parks, Facilities, and Fleet Management* - Authorization To Submit Habitat Enhancement Landscape Program Competitive Grant Proposal, Execute Grant Agreement, And Amend Parks Capital Improvement Program Budget
- 6.7** *Parks, Facilities, and Fleet Management* - Authorization To Award Bid And Execute Contract With Northland Mechanical Contractors, Inc. For Lawshe Museum Roof Top Cooling Unit Replacement Project And Amend 2024 Facilities Capital Improvement Program Budget
- 6.8** *Parks, Facilities, and Fleet Management* - Authorization To Execute Joint Powers Agreement With City Of Apple Valley For North Creek Greenway Eastview Segment Feasibility Study
- 6.9** *Social Services-Housing & Community Resources* - Authorization To Execute Intergovernmental Transfer Agreement With Minnesota Department Of Human Services For Shelter Services, Accept Funds, Execute A Contract For Shelter Services, And Amend 2024 Social Services Budget
- 6.10** *Social Services-Children and Family Services* - Authorization To Execute Contract With JEC Miller, Inc. For Scheduled Respite In Child Foster Residence Setting
- 6.11** *Public Health* - Authorization To Execute Joint Powers Agreements With Dakota County School Districts For School Wellness Projects Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership Grant
- 6.12** *Public Health* - Ratification Of Application For Promising Practices Home Visiting Grant With Minnesota Department Of Health, And Authorization To Accept Grant Funds, Execute Grant Agreement, Add 1.6 Grant-Funded Full-Time Equivalent, And Amend 2024 Public Health Budget
- 6.13** *Public Health* - Authorization To Adopt Annual Work Plan For Board Appointed Opioid Response Advisory Committee

6.14 *Public Health* - Authorization To Accept Substance Misuse And Suicide Prevention Coalition Grant Funds, Add 1.0 Grant-Funded Full-Time Equivalent, Execute Grant Agreement And Amend 2024 Public Health Budget

6.15 *Employment and Economic Assistance* - Authorization To Execute Contract With ByWater Business Solutions LLC For Print To Mail Services

7. County Board/County Administration

7.1 *Office Of The County Manager* - Designation Of Voting For 2024 National Association Of Counties Annual Business Meeting

7.2 *County Board* - Appointments To Dakota-Scott Workforce Development Board

7.3 *Employee Relations* - Recognition Of Diversity Celebration And Awareness Month In Dakota County

8. Enterprise Finance and Information Services

8.1 *Finance* - Report On Invoices Paid In May 2024

9. Physical Development

9.1 *Parks, Facilities, and Fleet Management* - Authorization To Execute Maintenance Agreement And Access Easement With City Of Hastings For Law Enforcement Center Integrative Health Unit Addition Stormwater Facilities

9.2 *Transportation* - Authorization To Accept Local Road Improvement Program Grant Agreement Funds From Minnesota Department Of Transportation For Roundabout At Intersection Of County State Aid Highway 46 And County State Aid Highway 85 In Nininger And Vermillion Townships, County Project 46-057

9.3 *Transportation* - Approval Of Final Plats Recommended By Plat Commission

9.4 *Transportation* - Authorization To Enter Into Grant Agreement With Minnesota Department Of Transportation For State-Funded Township Bridge Replacement Projects, County Project 97-144 Located In Hampton And Douglas Townships And County Project 97-164 Located in Marshan Township

9.5 *Physical Development Administration* - Approval Of Amendment To Dakota County Emergency Solutions Grant Program

10. Public Services and Revenue

10.1 *Library* - Acceptance Of Gifts To Dakota County Library

10.2 *Public Services and Revenue Administration* - Approval Of Intoxicating Liquor Consumption And Display (Set Up) Permit For United Steel Workers, Local 662

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- 10.3 *Public Services and Revenue Administration* - Approval Of Application To Conduct Excluded Bingo For Farmington Lions Club
 - 10.4 *Public Services and Revenue Administration* - Approval Of Application For Exempt Permit For Minnesota Paint Horse Association To Hold Raffle
 - 10.5 *Public Services and Revenue Administration* - Approval Of Application For Off-Site Gambling For Lakeville Lions
 - 10.6 *Public Services and Revenue Administration* - Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Dakota County Fair For Dakota County Agricultural Society, Inc.
 - 10.7 *Property Taxation and Records* - Scheduling Of Public Meeting To Hear Comments On Classification Of Tax-Forfeited Properties As Non-Conservation
 - 10.8 *Property Taxation and Records* - Authorization To Participate In Proposed Class Action Settlement, Sharon Sporleder v. State Of Minnesota

REGULAR AGENDA

11. Physical Development

- 11.1 *Parks, Facilities, and Fleet Management* - Authorization To Acquire Schwamb Property In Miesville Ravine Park Reserve

12. 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

13. County Manager's Report

14. Information

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

15. Adjournment

- 15.1 Adjournment

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

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



Board of Commissioners

Request for Board Action

Item Number: DC-3537

Agenda #: 4.1

Meeting Date: 6/25/2024

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-3538

Agenda #: 5.1

Meeting Date: 6/25/2024

Approval of Minutes of Meeting Held on June 4, 2024



Dakota County

Board of Commissioners

Minutes

Tuesday, June 4, 2024

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 Tom Novak, Interim County Manager; Kathryn M. Keena, County Attorney; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

2. Pledge Of Allegiance

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

3. Audience

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

4. Agenda

4.1 Resolution No: 24-287
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Laurie Halverson

Second: William Droste

Ayes: 7

CONSENT AGENDA

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

5. County Administration - Approval of Minutes

5.1 Resolution No: 24-288
Approval of Minutes of Meeting Held on May 21, 2024

Motion: Mary Hamann-Roland

Second: Mike Slavik

Ayes: 7

6. County Board/County Administration

6.1 Resolution No: 24-289 Scheduling Of Special County Board Meetings

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Board of Commissioners received notice from the current County Manager of his planned retirement on May 23, 2024; and

WHEREAS, David Drown and Associates (DDA) was selected to conduct the executive search process for a new County Manager; and

WHEREAS, the County Manager position was posted from March 27 to April 24, 2024, during which time a total of 52 applications were received; and

WHEREAS, of the 52 applications, 15 semi-finalists were presented to the Dakota County Board for consideration; and

WHEREAS, of the 15 semi-finalists, five semi-finalists were selected as finalists for interview by the Dakota County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves scheduling a special County Board meeting on June 24, 2024 at 9:00 a.m., in conference room 3A, Administration Center, Hastings, MN, for the purpose of providing an orientation to the interview process and holding interviews for the vacant County Manager position; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves scheduling a special County Board meeting on June 25, 2024 at 1:30 p.m., in conference room 3A, Administration Center, Hastings, MN, for the purpose of holding discussion and providing direction on potential recommendations of finalists following the interviews and meet and greet sessions.

Ayes: 7

6.2 Resolution No: 24-290 Scheduling Of County Board Work Session For Meet And Greet Of Dakota County Manager Finalists

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Board of Commissioners received notice from the current County Manager of his planned retirement on May 23, 2024; and

WHEREAS, David Drown and Associates (DDA) was selected to conduct the executive search process for a new County Manager; and

WHEREAS, the County Manager position was posted from March 27 to April 24, 2024, during which time a total of 52 applications were received; and

WHEREAS, of the 52 applications, 15 semi-finalists were presented to the Dakota County Board for consideration; and

WHEREAS, of the 15 semi-finalists, five semi-finalists were selected as finalists.

NOW THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a special work session for June 24, at 5:00 p.m., Western Service Center atrium and conference room L 139, to provide an opportunity for Community stakeholders to meet finalist candidates for the vacant County Manager position and provide feedback.

Ayes: 7

6.3 Resolution No: 24-291
Appointment To Dakota-Scott Workforce Development Board

Motion: Mary Hamann-Roland

Second: Mike Slavik

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following individual to the Dakota-Scott Workforce Development Board to fill a two-year term ending June 30, 2025.

Private - Angela Blomquist

Ayes: 7

6.4 Resolution No: 24-292
Authorization To Renew Contract With Cornerstone OnDemand For Countywide Learning Management System

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County has had a software license with Cornerstone OnDemand since 2017 for a comprehensive Learning Management System (LMS) to manage and track employee training; and

WHEREAS, a comprehensive learning management system is needed to efficiently manage and track employee training; and

WHEREAS, Dakota County wishes to renew its contract with Cornerstone OnDemand for a one-year subscription; and

WHEREAS, the cost of the one-year contract is currently included in budgeted funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or their designee, to

execute a one-year contract with Cornerstone OnDemand to provide learning management software for an amount not to exceed \$82,547.81 for one year subject to approval by the County Attorney's Office as to form.

Ayes: 7

7. Enterprise Finance and Information Services

7.1 Resolution No: 24-293

Approval To Continue Participation In State Standard Measures Program

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Minnesota Legislature created the Council on Local Results and Innovation in 2010, and the Council released a standard set of performance measures for cities and counties in 2011; and

WHEREAS, the Dakota County Board of Commissioners adopted Resolution No. 11-318 (June 21, 2011), to participate in the voluntary performance measurement program and began assembling the necessary data; and

WHEREAS, Dakota County values the use of performance measurement to continually improve program and services for the residents of Dakota County; and

WHEREAS, participation in the standard measures program by a city or county is voluntary, but those who choose to participate in the program must officially adopt the corresponding performance measures developed by the Council, and file a report with the Office of the State Auditor by July 1, 2024, as part of annual reporting requirements; and

WHEREAS, cities and counties who participate in the program must implement a local performance measurement system as defined by the Council on Local Results and Innovation, to include: outcome goals; outcome and output performance measures; and reporting on results of the performance measures to their residents.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following standard performance measures developed by the Council on Local Results and Innovation and authorized by the Minnesota Legislature:

- Part I and II Crime
- Average County Pavement Condition Rating
- Workforce Participation Rate Among Minnesota Family Investment Program and Diversionary Work Program Participants
- Percentage of Children Where There Is a Recurrence of Maltreatment Within 12 Months Following an Intervention
- Level of Assessment Ratio
- Accuracy of Post-Election Audit

- Dollars Brought into the County for Veterans’ Benefits
 - Bond Rating
 - Citizens’ Rating of the Quality of County Park, Recreational Programs, and/or Facilities
 - Amount of Hazardous Household Waste and Electronics Collected
- ; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs the County Manager to cause the collection, maintenance, and publication of the set of performance measures, as defined by the Council on Local Results and Innovation.

Ayes: 7

7.2 Resolution No: 24-294
 Authorization To Renew Commercial Automobile Insurance Contract With Travelers Insurance

Motion: Mary Hamann-Roland Second: Mike Slavik

WHEREAS, Dakota County purchases insurance for automobile physical damage and liability coverage; and

WHEREAS, the current policy on automobile insurance will expire on July 1, 2024; and

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

WHEREAS, based on the evaluation of the marketplace, staff is recommending renewal of the automobile insurance coverage with Travelers Insurance.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Services Director to purchase the following insurance to be paid at current rates from the Office of Risk Management insurance budget:

Automobile Insurance		
Travelers Insurance	July 1, 2024 - July 1, 2025	Premium \$470,506

Ayes: 7

7.3 Resolution No: 24-295
 Authorization To Renew Commercial Property Insurance Contract With Affiliated FM Insurance

Motion: Mary Hamann-Roland Second: Mike Slavik

WHEREAS, Dakota County purchases insurance for property losses; and

WHEREAS, the current policy on commercial property insurance will expire on July 1, 2024; and

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

WHEREAS, based on the evaluation of the marketplace, staff is recommending renewal of the commercial property insurance coverage with Affiliated FM Insurance Company.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Services Director to purchase the following insurance to be paid at current rates from the Office of Risk Management insurance budget:

Property Insurance
Affiliated FM July 1, 21024 through July 1, 2025 Premium \$437,779

Ayes: 7

8. Physical Development

8.1 Resolution No: 24-296
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:

CASLANO THIRD ADDITION Lakeville
ROSEMOUNT SCHOOL DISTRICT FOURTH ADDITION Apple Valley

Ayes: 7

8.2 Resolution No: 24-297
Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For 80th Street East Trail Gap, County Project 28-69

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights are partnering on County Project (CP) 28-69 for design, right of way, construction, and cost participation; and

WHEREAS, County Project 28-69 is the construction of a multi-use trail project along County State Aid Highway (CSAH) 28 (80th Street East) from Cahill Avenue to CSAH 56 (Concord Boulevard) in the City of Inver Grove Heights; and

WHEREAS, under Minn. Stat § 162.17, subd. 1 and 471.59, subd. 1, two 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 recommends entering a joint powers agreement with the City to define design, right of way acquisition, construction, maintenance responsibilities, and cost share for the trail gap project; and

WHEREAS, costs for the multiuse trail for CP 28-69 will be shared 85 percent County and 15 percent City after application of Federal and State funding in accordance with adopted County policy; and

WHEREAS, the 2024 Transportation Capital Improvement Program Budget includes sufficient funds for the Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement between Dakota County and the City of Inver Grove Heights for the design and construction of County Project 28-69.

Ayes: 7

8.3 Resolution No: 24-298

Authorization To Execute Engineering Contract With Stonebrooke Engineering, Inc., For County State Aid Highway 50 And Hamburg Avenue Intersection Improvement In Lakeville, County Project 50-37

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County monitors intersections for safety or operational issues; and

WHEREAS, the intersection of County State Aid Highway (CSAH) 50 and Hamburg Avenue in Lakeville began exhibiting safety issues with crash trends that are above the statewide average; and

WHEREAS, County staff conducted a traffic analysis for the intersection, and the recommendation from the Intersection Control Evaluation is that a

single-lane roundabout be implemented; and

WHEREAS, by Resolution No. 24-071 (February 6, 2024), the County Board authorized an amendment to the 2024 Transportation Capital Improvement Program Budget to include County Project (CP) 50-37 to construct a single-lane roundabout at the intersection of CSAH 50 and Hamburg Avenue in Lakeville; and

WHEREAS, staff sent a request for proposal to three qualified professional consultants; and

WHEREAS, three proposals were received and evaluated by Dakota County and City of Lakeville staff; and

WHEREAS, the proposal from Stonebrooke Engineering, Inc., provided the best display of project understanding and approach and provided the best value project scope; and

WHEREAS, the proposal from Stonebrooke Engineering, Inc., addressed the priority scope items for public engagement, traffic analysis, and preliminary engineering evaluation to ensure an appropriate and thorough project approach is conducted; and

WHEREAS, the City's staff concurs with the recommendation; and

WHEREAS, the amended 2024 Transportation Capital Improvement Program Budget includes sufficient funds for CP 50-37 consultant services; and

WHEREAS, staff recommends execution of a contract with Stonebrooke Engineering, Inc., for preliminary and final design engineering consultant services for CP 50-37 for actual costs not to exceed \$242,071.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Stonebrooke Engineering, Inc. to perform preliminary and final design engineering consultant services for County Project 50-37 in an amount not to exceed \$242,071.00, subject to approval by the County Attorney's Office as to form.

Ayes: 7

- 8.4** Resolution No: 24-299
Authorization To Award And Execute Contract With SRF Consulting Group, Inc. For Corridor Signal Timing In City Of Eagan, County Project 26-56

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to promote a safe and efficient transportation system, Dakota County (County), in cooperation with the Federal Highway Administration and the Minnesota Department of Transportation (MnDOT), is proceeding with

County Project (CP) 26-56; and

WHEREAS, CP 26-56 is an Advanced Traffic Management System project along County State Aid Highways (CSAH) 26, 28, 31, and 43 in the City of Eagan; and

WHEREAS, CP 26-56 contains a construction component (completed in 2023) and a traffic signal timing optimization component; and

WHEREAS, the County is the lead agency for both project components; and

WHEREAS, the traffic signal timing component of CP 26-56 consists of developing and implementing traffic signal timing optimization of 27 traffic signals along CSAH 26 (Lone Oak Road), CSAH 28 (Yankee Doodle Road), CSAH 31 (Pilot Knob Road), and CSAH 43 (Lexington Avenue) in the City of Eagan; and

WHEREAS, by Resolution No. 19-525 (May 21, 2019), the County Board authorized the execution of Agreement No. 1033271 with MnDOT for the use of federal aid funds of up to \$155,300 for the traffic signal timing optimization component of CP 26-56; and

WHEREAS, a Request for Proposals was publicly advertised on March 13, 2024, and five technical and cost proposals were received on April 8, 2024; and

WHEREAS, SRF Consulting Group, Inc. was scored highest by a selection team of County staff ranking the five consultant proposals; and

WHEREAS, SRF Consulting Group, Inc.'s project cost was \$110,424, and staff determined this estimate to be acceptable; and

WHEREAS, staff recommends awarding the project to SRF Consulting Group, Inc.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the contract to and authorizes the Physical Development Director to execute the contract with SRF Consulting Group, Inc. for County Project 26-56, in the amount of \$110,424, based on their selected and negotiated proposal, subject to approval by the County Attorney's Office as to form.

Ayes: 7

- 8.5** Resolution No: 24-300
Authorization To Award Construction Contract For 2024 Preservation Of Paved Highway Surfaces Projects And Reallocate 2024 Transportation Capital Improvement Program Budget

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the 2024 Preservation of Paved Highway Surfaces projects; and

WHEREAS, the projects to be completed in 2024 include County Projects (CP) 4-20, 5-57, 11-31, 28-70, 50-36, 64-26, 70-24, and 98-49; and

WHEREAS, the preservation work is scheduled for construction in 2024; and

WHEREAS, the 2024 Transportation Capital Improvement Program (CIP) Adopted Budget includes funding for Pavement Preservation, Pedestrian and Bicycle Facilities, and Storm Sewer Repairs; and

WHEREAS, to allow for 2024 preservation construction to begin on schedule, staff is requesting the County Board authorize the Department Director to award the construction contract to the lowest responsible bidder, consistent with County Policies, provided the award does not require a budget amendment; and

WHEREAS, the 2024 Preservation of Paved Highway Surfaces construction contract was advertised for bids on April 25, 2024, and is scheduled for bid letting on May 28, 2024; and

WHEREAS, awarding construction contracts to the lowest responsible bidder is a regular consent action item brought forward to the Board; and

WHEREAS, staff is requesting authorization to reallocate the adopted 2024 Transportation CIP Budget from the Paved Highway Surface, Pedestrian and Bicycle Facilities, and Storm Sewer Repairs set-asides and allocate cost share from local partners to the individual project numbers contained within the 2024 Preservation of Paved Highway Surfaces.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the Department Director to award the construction contract for 2024 Preservation Of Paved Highway Surface projects to the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the project; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners delegates authority to the Department Director to allocate the 2024 Transportation Capital Improvement Program Budget preservation set-aside dollars and the cost share from local partners to the individual projects of the 2024 Preservation Of Paved Highway Surface, consistent with County Policies, provided sufficient funds are available for the projects.

Ayes: 7

8.6 Resolution No: 24-301
 Authorization To Award Bid And Execute Contract With Northern Air Corporation For Burnhaven Library Boiler Replacement And Amend 2024 Facilities Capital Improvement Program Budget

Motion: Mary Hamann-Roland Second: Mike Slavik

WHEREAS, the 2024 Facilities Capital Improvement Program (CIP) Adopted Budget authorized the Burnhaven Library Boiler Replacement Design and Construction Project; and

WHEREAS, bid document and specifications were prepared by County staff and MG Solutions; and

WHEREAS, three competitive bids were received on April 26, 2024; and

WHEREAS, Northern Air Corporation has submitted the low bid of \$263,955; and

WHEREAS, staff has reviewed the qualifications of the bidder and recommends award to Northern Air Corporation as the lowest responsive and responsible bidder in an amount not to exceed \$263,955 for the Burnhaven Library Boiler Replacement Design and Construction Project; and

WHEREAS, funding for the project is within the amended 2024 Building CIP Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract for the Burnhaven Library Boiler Replacement Design and Construction Project to Northern Air Corporation, 1001 Labore Industrial Ct. Suite B, Vadnais Heights, MN 55110, in an amount not to exceed \$263,955, subject to approval by the County Attorney’s office as to form; and

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

Expense	
Prior Project Savings (1001646)	(\$25,000)
Burnhaven Library Boiler Replacement (2000244)	<u>\$25,000</u>
Total Expense	\$0
Revenue	
Prior Project Savings (1001646)	(\$25,000)
Burnhaven Library Boiler Replacement (2000244)	<u>\$25,000</u>
Total Revenue	\$0

Ayes: 7

- 8.7** Resolution No: 24-302
Authorization To Award And Execute Contract With Obermiller Nelson Engineering, LLC, dba CMTA INC For Architectural And Engineering Services Required For Law Enforcement Center Boiler And Chiller Replacement Project

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the 2024 Facilities Capital Improvement Program (CIP) Adopted Budget authorized the Law Enforcement Center Boiler and Chiller Replacement project; and

WHEREAS, staff advertised a request for proposals for architectural and engineering services on March 26, 2024; and

WHEREAS, staff received three architectural and engineering services proposals, and staff interviewed three design teams for this project; and

WHEREAS, staff unanimously recommends Obermiller Nelson Engineering, LLC, dba CMTA INC (CMTA), as the firm to provide architectural and engineering services required for the new facility project; and

WHEREAS, CMTA has submitted a total fee proposal for \$399,500 for architectural and engineering services; and

WHEREAS, funding for the architectural and engineering services is within the approved Building CIP Adopted Budget.

NOW THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract with Obermiller Nelson Engineering, LLC, dba CMTA INC, 2345 Rice Street, Suite 230, Roseville, MN 55113-5603 for the Law Enforcement Center Boiler and Chiller Replacement project for a combined fixed fee of \$398,000 and a reimbursable cap of \$1,500, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9. Public Services and Revenue

- 9.1** Resolution No: 24-303
Approval Of Chair To Special Board Of Equalization

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Board of Commissioners appoints the Chair for the Special County Board of Appeal and Equalization; and

WHEREAS, the Dakota County Special County Board of Appeal and Equalization voted in 2023 to reappoint Patricia Zuzek as Chair for 2024; and

WHEREAS, the Dakota County Board of Commissioners appointed Patricia

Zuzek as Chair of the Special County Board of Appeal and Equalization for 2024; and

WHEREAS, Patricia Zuzek has informed staff that she will not be available for the Special County Board of Appeal and Equalization meeting for 2024; and

WHEREAS, Christopher Baddeley was Vice Chair for the 2023 meeting, and is willing to Chair in 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Christopher Baddeley as Chair of the Special County Board of Appeal and Equalization for 2024.

Ayes: 7

REGULAR AGENDA

10. Physical Development

10.1 Resolution No: 24-304

Authorization To Enter Into Cost Share Agreement With Minnesota Department Of Transportation For Two Roundabouts On County State Aid Highway 86 (280th Street W), County Projects 86-43 And 86-44

Motion: Mike Slavik

Second: Laurie Halverson

Transportation Senior Project Manager Saeed Kanwar and Traffic Engineer Pranav Sharma briefed this item and responded to questions.

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Projects (CPs) 86-43 and 86-44; and

WHEREAS, CP 86-43 is the reconstruction of the intersection of CSAH 86 and TH 56 to a single-lane rural roundabout in Castle Rock, Hampton, and Randolph Townships; and

WHEREAS, CP 86-44 is the reconstruction of the intersection of County State Aid Highway (CSAH) 86 and Trunk Highway (TH) 3 to a single-lane rural roundabout in Castle Rock and Waterford Townships; and

WHEREAS, County staff applied for and received federal dollars from the Highway Safety Improvement Program for the construction phases of CPs 86-43 and 86-44; and

WHEREAS, County staff coordinated a cost-share split with the Minnesota Department of Transportation (MnDOT) for the consultant services design contract for CPs 86-43 and 86-44; and

WHEREAS, the adopted 2024 Transportation Capital Improvement Program Budget includes \$300,000 for CP 86-43 and \$300,000 for CP 86-44 for

engineering consulting services; and

WHEREAS, both CP 86-43 and CP 86-44 are comprised of intersections that contain two legs under County jurisdiction and two legs under State jurisdiction; and

WHEREAS, the cost share for the 2024 budget year for each project is 50 percent State and 50 percent County funds; and

WHEREAS, execution of a cost-share agreement is necessary to receive reimbursement from MnDOT for their cost-share of the \$541,313.30 consultant contract that the County Board authorized by Resolution No. 24-024 (January 2, 2024).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to enter into a cost-share agreement with the Minnesota Department of Transportation for reimbursement of up to \$300,000 for the invoices by design consultant out of a total of \$541,313.30 contract for County Projects 86-43 and 86-44, subject to approval by the County Attorney's Office as to form.

Ayes: 7

11. Closed Executive Session

11.1 Resolution No: 24-305

Approval Of Legal Strategy In Tory Hart v. Dakota County et al.

Motion: William Droste

Second: Laurie Halverson

This item did not go into closed session.

WHEREAS, Tory Hart, trustee for the heirs and next-of-kin of E.K.A.H (Plaintiff), commenced a lawsuit against Dakota County (County) and certain County staff; and

WHEREAS, Plaintiff provided the County with a settlement demand on May 15, 2024; and

WHEREAS, on May 24, 2024, the County Attorney's Office provided a confidential memorandum to the Dakota County Board of Commissioners (County Board) explaining the legal strategy in this matter; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney's Office to proceed with the proposed legal strategy as set forth in the confidential

memorandum provided to the Board.

Ayes: 7

12. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

13. County Manager's Report

Interim County Manager Tom Novak provided details on the Agricultural Task Force of the National Conference of State Legislatures Tour, Friday, June 7 at 2:45 p.m. (Spring Lake Park Reserve)

14. Information

14.1 Information

See Attachment for future Board meetings and other activities.

15. Adjournment

15.1 Resolution No: 24-306 Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 9:20 a.m.

Ayes: 7

Joe Atkins
Chair

ATTEST

Tom Novak
Interim County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-3419

Agenda #: 6.1

Meeting Date: 6/25/2024

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Authorization To Amend And Restate Agricultural Conservation Easement On Former Delores Gergen Property In Hampton Township

RESOLUTION

WHEREAS, by Resolution No. 09-354 (July 21, 2009), the County Board directed staff to begin appraisals and negotiations to acquire permanent agricultural conservation easements on ten properties, including the 212.5-acre Delores Gergen property in Hampton Township; and

WHEREAS, by Resolution No. 10-352 (June 22, 2010), the County Board approved the expenditure of \$522,000 (\$290,000 of federal Farmland and Ranchland Protection Program funds and \$232,000 of County funds) to acquire a permanent 199.3-acre agricultural conservation easement (Easement) on the Delores Gergen property; and

WHEREAS, the Easement was acquired on January 13, 2011, and recorded on January 21, 2011, as Document No. 2780756; and

WHEREAS, the Stewardship Plan required by the Easement required 66 acres of cropland along Pine Creek be seeded with native species; and

WHEREAS, in June 2023, Ms. Gergen passed away, and her family sold the property to Paul Jr. and Lori Gergen, with their intention of then selling the property to their two sons and their spouses; and

WHEREAS, Paul Jr. and Lori Gergen have requested that the County consider allowing the subdivision of the property and the Easement, with Jason and Ashley Gergen owning the northern portion of the property (Property Identification Numbers 17-03400-02-010, 17-03400-01-010 and 17-02700-75-010) and Thomas and Jennifer Gergen owning the southern portion of the property (Property Identification Number 17-03400-76 -010); and

WHEREAS, areas of the southern portion of the property not included in the Easement would be further subdivided into four separate building sites for use of eligible building rights not acquired by the County through the Easement; and

WHEREAS, the Hampton Township Board approved the Paul Jr. and Lori Gergen property subdivision at its January 22, 2024, meeting; and

WHEREAS, Section 4.5 of the Easement allows subdivision of the Easement with written approval of

the County; and

WHEREAS, staff from the federal Natural Resource Conservation Service (NRCS), which provided funding for the acquisition of the Easement, confirmed that the County does not require NRCS approval to allow the Easement to be subdivided; and

WHEREAS, the proposed property and Easement division is based on existing tax parcels and does not change the intent and requirements of the existing Easement; and

WHEREAS, Jason and Ashley Gergen have also expressed interest in converting additional cropland to wetland and upland habitat on the portion of the property they plan to acquire; and

WHEREAS, the existing Easement would be amended and restated with language aligning more closely with the most recent agricultural easements acquired by the County and reflecting the proposed division of ownership; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute the amended and restated agricultural conservation easement on the former Delores Gergen property in Hampton Township to include separate ownership by Jason and Ashley Gergen (Property Identification Numbers 17-03400-02-010, 17-03400-01-010 and 17-02700-75-010) and Thomas and Jennifer Gergen (Property Identification Number 17-03400-76 -010) of property within the easement area and updated language while maintaining its original conservation intent, subject to approval by the County Attorney's Office as to form.



Board of Commissioners

Request for Board Action

Item Number: DC-3353

Agenda #: 6.2

Meeting Date: 6/25/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Multiuse Trail Along County State Aid Highway 28 In City Of Inver Grove Heights, County Project 28-69

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 28-69; and

WHEREAS, CP 28-69 is the design and construction of multi-use trail and crossing improvements along County State Aid Highway (CSAH) 28 between Cahill Avenue and CSAH 56 which will complete an identified trail gap along the County highway system; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition necessary in 2024 for construction to begin in the summer of 2025; and

WHEREAS, the acquisition of temporary construction easements from four (4) private property parcels is necessary, as identified in Attachment: Acquisition Map; and

WHEREAS, the acquisition of the following four (4) parcels is necessary to move forward with the project:

20-58500-04-070 - Marilyn Ramirez & Luis T. Ramirez - Parcel 11

A temporary easement for transportation purposes over, under, and across the West 15.00 feet of the South 5.00 feet of Lot 7, Block 4, Prairie View Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement area contains approximately 75 square feet

20-58500-04-080 - Robert H. Brown & Corinne E. Brown - Parcel 12

A temporary easement for transportation purposes over, under, and across the South 10.00 feet of Lot 8, Block 4, Prairie View Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement area contains approximately 850 square feet

20-58500-04-090 - Marilu Snodgrass & Eugene W. Brown - Parcel 13

A temporary easement for transportation purposes over, under, and across the South 10.00 feet of Lot 9, Block 4, Prairie View Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement area contains approximately 1,285 square feet

CIC# 100 - Simley Lake Condominium Association Inc - Parcel 14

A temporary easement for transportation purposes over, under, and across the south 10.00 feet of Lot 2, Block 4, Simley Lake Addition, according to the recorded plat thereof, Dakota County, Minnesota, together with that part of said Lot 2 lying northerly of said south 10.00 feet and southerly of the following described line:

Commencing at the southwest corner of said Lot 2; thence North 5 degrees 40 minutes 36 seconds East, assumed bearing along the west line of said Lot 2 a distance of 15.09 feet to the point of beginning; thence southeasterly a distance of 45.00 feet along a nontangential curve concave to the southwest having a radius of 1338.24 feet, a central angle of 1 degree 55 minutes 36 seconds, a chord that bears South 77 degrees 05 minutes 19 seconds East, and a chord length of 45.00 feet; thence South 13 degrees 52 minutes 29 seconds West, not tangent to said curve, a distance of 5.00 feet to the north line of said south 10.00 feet and said line there terminating.

Said temporary easement area contains approximately 7,711 square feet
; and

WHEREAS, the parcels have been appraised, and offers are being prepared for a total appraised value of \$24,450.00; and

WHEREAS, the 2024 Transportation Capital Improvement Program Budget includes sufficient funds for CP 28-69 right of way acquisition; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it is necessary for the County Board to authorize the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow for a summer 2025 start date.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised values prepared by Valbridge Property Advisors for the acquisition of the right of way for County Project 28-69 and authorizes County staff in is discretion, to share the appraisal data with the respective landowners, including all or portions of the completed appraisals as part of the negotiations process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of right of way for County Project 28-69 at the approved appraised values and, in accordance with County policy, authorizes payment from the 2024 Transportation Capital Improvement Program Budget; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow for a Summer 2025 start date in the event that timely acquisitions by direct negotiations of all parcels do not appear possible.



Board of Commissioners

Request for Board Action

Item Number: DC-3380

Agenda #: 6.3

Meeting Date: 6/25/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Intersection Improvements On County State Aid Highway 56 (Concord Boulevard) In City Of Inver Grove Heights, County Project 56-14

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 56-14; and

WHEREAS, CP 56-14 is the design and construction of intersection, crossing safety, and accessibility improvements along CSAH 56 from Poplar Street to Coffman Avenue in the City of Inver Grove Heights; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition necessary in 2024 for construction to begin in the summer of 2025; and

WHEREAS, the acquisition of temporary and permanent easements from eight private property parcels is necessary, as identified in Attachment: Acquisition Maps; and

WHEREAS, the acquisition of the following eight (8) parcels is necessary to move forward with the project:

20-01400-54-014 - CF MH Skyline Fee, LLC - Parcel 1

A permanent easement for transportation purposes over, under, and across that part of the following described property:

That part of the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter and Government Lots 5, 6 and 7, Section 11, Township 27 North, Range 22 West, and that part of the Northwest Quarter of the Northwest Quarter and Government Lot 7, Section 14, Township 27 North, Range 22 West, all according to the Government Survey thereof, and described as follows: Commencing at the West Quarter corner of said Section 11; thence easterly, along the east-west center line of said Section 11, a distance of 740.52 feet to the center line of S.T.H. No. 56, said point being the actual point of beginning of the property to be described; thence North 6 degrees 50 minutes 28 seconds East (assuming the West line of the Southwest Quarter of said Section 11 has a bearing of North 0 degrees 01 minutes 00 seconds West), along said centerline, a distance of 439.74 feet to the South line of the North 2/3 of said Southwest Quarter of the Northwest Quarter; thence South 89 degrees 06 minutes 42 seconds

East, along said south line of the North 2/3 and said line extended east, a distance of 551.88 feet; thence South 4 degrees 34 minutes 07 seconds East a distance of 413.27 feet thence North 89 degrees 44 minutes 32 seconds East a distance of 312.25 feet, thence south 10 degrees 10 minutes 17 seconds East a distance of 120.00 feet; thence North 89 degrees 44 minutes 32 seconds East a distance of 172.00 feet to the center line of County Road No. 77; thence South 10 degrees 10 minutes 17 seconds East, along the center line of County Road No. 77, a distance of 152.97 feet; thence southerly and southwesterly a distance of 710.49 feet, along the center line of County Road No. 77, on a tangential curve concave to the northwest, having a radius of 571.10 feet and a central angle of 71 degrees 16 minutes 46 seconds; thence South 61 degrees 06 minutes 29 seconds West, along the center line of County Road No. 77, tangent to said curve, a distance of 253.90 feet; thence South 59 degrees 41 minutes 28 seconds West, along the center line of County Road No. 77 a distance of 476.50 feet; thence South 59 degrees 41 minutes 28 seconds West, along the southwesterly production of the last course, a distance of 27.33 feet; thence southwesterly a distance of 152.26 feet, more or less, along a tangential curve, concave to the southeast, having a radius of 954.93 feet and a central angle of 9 degrees 08 minutes 09 seconds to the intersection with the south line of the Northwest Quarter of the Southwest Quarter of said Section 11; thence easterly, along said south line of the Northwest Quarter of the Southwest Quarter, a distance of 788.80 feet; thence South 10 degrees 23 minutes 42 seconds East a distance of 511.52 feet; thence South 89 degrees 06 minutes 52 seconds East a distance of 529.00 feet; thence South 10 degrees 23 minutes 42 seconds East a distance of 1172.66 feet; thence southeasterly a distance of 93.73 feet, more or less, along a tangential curve concave to the northeast, having a radius of 5809.78 feet and a central angle of 0 degrees 55 minutes 28 seconds to the intersection with the south line of the North 430.00 feet of Government Lot 7 of said Section 14, as said line was established and marked by Judicial Landmarks set in District Court Case No. 54161, filed January 11, 1960; thence North 89 degrees 05 minutes 49 seconds West, along said line per District Court Case No. 54161 and said line produced, a distance of 2020.11 feet to the center line of County Road No. 77, said point being on a 278.78 foot radius, non-tangential curve concave to the Southwest, the center of circle of which bears South 74 degrees 59 minutes 19 seconds West from said point; thence northwesterly a distance of 145.54 feet, central angle of 29 degrees 54 minutes 43 seconds along said curve and along the center line of County Road No. 77 to the center line of S.T.H. No. 56; thence North 6 degrees 50 minutes 28 seconds East, along the center line of S.T.H. No. 56, a distance of 2948.62 feet, more or less, to the point of beginning;

EXCEPTING THEREFROM the following described parcel: Commencing at the southwest corner of Section 11, Township 27 North, Range 22 West; thence east, along the south line of said Section, a distance of 430.00 feet to the center line of S.T.H. No. 56; thence North 6 degrees 47 minutes East (assumed bearing) along said center line, a distance of 700.00 feet; thence South 83 degrees 13 minutes East a distance of 70.00 feet to the point of beginning of the property to be described thence continuing South 83 degrees 13 minutes East a distance of 200.00 feet; thence North 6 degrees 47 minutes East a distance of 216.50 feet; thence North 83 degrees 13 minutes West a distance of 200.00 feet; thence South 6 degrees 47 minutes West a distance of 216.50 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM, the following described parcel: That part of the Southwest Quarter of the Southwest Quarter and Government Lot 5, Section 11, Township 27 North, Range 22 West, and that part of the Northwest Quarter of the Northwest Quarter and Government Lot 7, Section 14, Township 27 North, Range 22 West, all according to the Government Survey thereof, described as follows: Commencing at the southwest corner of said Section 11; thence East

along the south line of said Section 11 a distance of 430.00 feet to the center line of S.T.H. No.56; thence North 6 degrees 50 minutes 28 seconds East (assuming the West line of the Southwest Quarter of said Section 11 has a bearing of North 0 degrees 01 minutes 00 seconds West), along said center line of S.T.H. No. 56, a distance of 700.00 feet to the point of beginning of the property to be described; thence South 83 degrees 09 minutes 32 seconds East a distance of 270.00 feet; thence North 6 degrees 50 minutes 28 seconds East a distance of 216.50 feet; thence South 83 degrees 09 minutes 32 seconds East a distance of 300.00 feet; thence South 50 degrees 38 minutes 38 seconds East a distance of 670.88 feet; thence South 35 degrees 36 minutes 24 seconds East a distance of 889.23 feet; thence South 0 degrees 54 minutes 11 seconds west a distance of 150.00 feet to the intersection with the south line of the North 430.00 feet of Government Lot 7 of Section 14 as said line was established and marked by Judicial Landmarks set in District Court Case No. 54161, filed January 11, 1960; thence North 89 degrees 05 minutes 49 seconds West, along said south line of the North 430.00 feet, a distance of 1674.17 feet to the center line of County Road No. 77, said point being on a 278.78 foot radius, non-tangential curve concave to southwest, the center of circle of which bears South 74 degrees 59 minutes 19 seconds West from said point; thence northwesterly a distance of 145.54 feet, central angle of 29 degrees 54 minutes 43 seconds along said curve, and along the center line of County Road No. 77, to the center line of S.T.H. No. 56; thence North 6 degrees 50 minutes 28 seconds East, along said center line of S.T.H. No. 56, a distance of 1007.43 feet to the point of beginning.

Subject to the rights of the public in State Trunk Highway No. 56 (Concord Boulevard) and County Road No. 77 (a/k/a Dickman Trail).

Said permanent easement is described as follows:

Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 11; thence South 89 degrees 44 minutes 25 seconds East, assumed bearing along the north line of said Southwest Quarter of the Southwest Quarter a distance of 633.23 feet to the easterly right of way line of County State Aid Highway No. 56 (formerly S.T.H. No. 56); thence South 06 degrees 12 minutes 53 seconds West along said easterly right of way line a distance of 26.31 feet to the southerly right of way line of Dickman Trail and the point of beginning; thence continuing South 06 degrees 12 minutes 53 seconds West along said easterly right of way line a distance of 54.54 feet; thence South 83 degrees 47 minutes 07 seconds East a distance of 5.00 feet; thence North 06 degrees 12 minutes 53 seconds East a distance of 55.00 feet to said southerly right of way line of Dickman Trail; thence westerly a distance of 5.02 feet along a non-tangential curve concave to the north having a radius of 688.45 feet, a central angle of 0 degrees 25 minutes 04 seconds, a chord that bears North 89 degrees 04 minutes 40 seconds West, and a chord distance of 5.02 feet to the point of beginning.

Said easement area contains approximately 274 square feet

A temporary easement for transportation purposes over, under, and across that part of the following described property:

That part of the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter and Government Lots 5, 6 and 7, Section 11, Township 27 North, Range 22 West, and that part of the Northwest Quarter of the Northwest Quarter and Government Lot 7, Section 14, Township 27 North, Range 22 West, all according to the Government Survey thereof, and described as follows: Commencing at the West Quarter corner of

said Section 11; thence easterly, along the east-west center line of said Section 11, a distance of 740.52 feet to the center line of S.T.H. No. 56, said point being the actual point of beginning of the property to be described; thence North 6 degrees 50 minutes 28 seconds East (assuming the West line of the Southwest Quarter of said Section 11 has a bearing of North 0 degrees 01 minutes 00 seconds West), along said centerline, a distance of 439.74 feet to the South line of the North 2/3 of said Southwest Quarter of the Northwest Quarter; thence South 89 degrees 06 minutes 42 seconds East, along said south line of the North 2/3 and said line extended east, a distance of 551.88 feet; thence South 4 degrees 34 minutes 07 seconds East a distance of 413.27 feet thence North 89 degrees 44 minutes 32 seconds East a distance of 312.25 feet, thence south 10 degrees 10 minutes 17 seconds East a distance of 120.00 feet; thence North 89 degrees 44 minutes 32 seconds East a distance of 172.00 feet to the center line of County Road No. 77; thence South 10 degrees 10 minutes 17 seconds East, along the center line of County Road No. 77, a distance of 152.97 feet; thence southerly and southwesterly a distance of 710.49 feet, along the center line of County Road No. 77, on a tangential curve concave to the northwest, having a radius of 571.10 feet and a central angle of 71 degrees 16 minutes 46 seconds; thence South 61 degrees 06 minutes 29 seconds West, along the center line of County Road No. 77, tangent to said curve, a distance of 253.90 feet; thence South 59 degrees 41 minutes 28 seconds West, along the center line of County Road No. 77 a distance of 476.50 feet; thence South 59 degrees 41 minutes 28 seconds West, along the southwesterly production of the last course, a distance of 27.33 feet; thence southwesterly a distance of 152.26 feet, more or less, along a tangential curve, concave to the southeast, having a radius of 954.93 feet and a central angle of 9 degrees 08 minutes 09 seconds to the intersection with the south line of the Northwest Quarter of the Southwest Quarter of said Section 11; thence easterly, along said south line of the Northwest Quarter of the Southwest Quarter, a distance of 788.80 feet; thence South 10 degrees 23 minutes 42 seconds East a distance of 511.52 feet; thence South 89 degrees 06 minutes 52 seconds East a distance of 529.00 feet; thence South 10 degrees 23 minutes 42 seconds East a distance of 1172.66 feet; thence southeasterly a distance of 93.73 feet, more or less, along a tangential curve concave to the northeast, having a radius of 5809.78 feet and a central angle of 0 degrees 55 minutes 28 seconds to the intersection with the south line of the North 430.00 feet of Government Lot 7 of said Section 14, as said line was established and marked by Judicial Landmarks set in District Court Case No. 54161, filed January 11, 1960; thence North 89 degrees 05 minutes 49 seconds West, along said line per District Court Case No. 54161 and said line produced, a distance of 2020.11 feet to the center line of County Road No. 77, said point being on a 278.78 foot radius, non-tangential curve concave to the Southwest, the center of circle of which bears South 74 degrees 59 minutes 19 seconds West from said point; thence northwesterly a distance of 145.54 feet, central angle of 29 degrees 54 minutes 43 seconds along said curve and along the center line of County Road No. 77 to the center line of S.T.H. No. 56; thence North 6 degrees 50 minutes 28 seconds East, along the center line of S.T.H. No. 56, a distance of 2948.62 feet, more or less, to the point of beginning;

EXCEPTING THEREFROM the following described parcel: Commencing at the southwest corner of Section 11, Township 27 North, Range 22 West; thence east, along the south line of said Section, a distance of 430.00 feet to the center line of S.T.H. No. 56; thence North 6 degrees 47 minutes East (assumed bearing) along said center line, a distance of 700.00 feet; thence South 83 degrees 13 minutes East a distance of 70.00 feet to the point of beginning of the property to be described thence continuing South 83 degrees 13 minutes East a distance of 200.00 feet; thence North 6 degrees 47 minutes East a distance of 216.50 feet; thence North 83 degrees 13 minutes West a distance of 200.00 feet; thence South 6 degrees 47 minutes West a distance of 216.50 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM, the following described parcel: That part of the Southwest Quarter of the Southwest Quarter and Government Lot 5, Section 11, Township 27 North, Range 22 West, and that part of the Northwest Quarter of the Northwest Quarter and Government Lot 7, Section 14, Township 27 North, Range 22 West, all according to the Government Survey thereof, described as follows: Commencing at the southwest corner of said Section 11; thence East along the south line of said Section 11 a distance of 430.00 feet to the center line of S.T.H. No.56; thence North 6 degrees 50 minutes 28 seconds East (assuming the West line of the Southwest Quarter of said Section 11 has a bearing of North 0 degrees 01 minutes 00 seconds West), along said center line of S.T.H. No. 56, a distance of 700.00 feet to the point of beginning of the property to be described; thence South 83 degrees 09 minutes 32 seconds East a distance of 270.00 feet; thence North 6 degrees 50 minutes 28 seconds East a distance of 216.50 feet; thence South 83 degrees 09 minutes 32 seconds East a distance of 300.00 feet; thence South 50 degrees 38 minutes 38 seconds East a distance of 670.88 feet; thence South 35 degrees 36 minutes 24 seconds East a distance of 889.23 feet; thence South 0 degrees 54 minutes 11 seconds west a distance of 150.00 feet to the intersection with the south line of the North 430.00 feet of Government Lot 7 of Section 14 as said line was established and marked by Judicial Landmarks set in District Court Case No. 54161, filed January 11, 1960; thence North 89 degrees 05 minutes 49 seconds West, along said south line of the North 430.00 feet, a distance of 1674.17 feet to the center line of County Road No. 77, said point being on a 278.78 foot radius, non-tangential curve concave to southwest, the center of circle of which bears South 74 degrees 59 minutes 19 seconds West from said point; thence northwesterly a distance of 145.54 feet, central angle of 29 degrees 54 minutes 43 seconds along said curve, and along the center line of County Road No. 77, to the center line of S.T.H. No. 56; thence North 6 degrees 50 minutes 28 seconds East, along said center line of S.T.H. No. 56, a distance of 1007.43 feet to the point of beginning.

Subject to the rights of the public in State Trunk Highway No. 56 (Concord Boulevard) and County Road No. 77 (a/k/a Dickman Trail).

Said temporary easement is described as follows:

Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 11; thence South 89 degrees 44 minutes 25 seconds East, assumed bearing along the north line of said Southwest Quarter of the Southwest Quarter a distance of 633.23 feet to the easterly right of way line of County State Aid Highway No. 56 (formerly S.T.H. No. 56); thence South 06 degrees 12 minutes 53 seconds West along said easterly right of way line a distance of 80.85 feet to the point of beginning; thence continuing South 06 degrees 12 minutes 53 seconds West along said easterly right of way line a distance of 35.00 feet; thence South 83 degrees 47 minutes 07 seconds East a distance of 5.00 feet; thence North 06 degrees 12 minutes 53 seconds East a distance of 35.00 feet; thence North 83 degrees 47 minutes 07 seconds West a distance of 5.00 feet to the point of beginning.

Also, a temporary easement lying southerly of the southerly right of way line of Dickman Trail and 6.00 feet easterly of and parallel to the following described line:

Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 11; thence South 89 degrees 44 minutes 25 seconds East, assumed bearing along the north line of said to Southwest Quarter of the Southwest Quarter a distance of 633.23 feet to the easterly right of way line of County State Aid Highway No. 56 (formerly S.T.H. No. 56); thence South 06

degrees 12 minutes 53 seconds West along said easterly right of way line a distance of 26.31 feet to the southerly right of way line of Dickman Trail; thence east along said southerly right of way line a distance of 5.02 feet along a non-tangential curve concave to the north having a radius of 688.45 feet, a central angle of 0 degrees 25 minutes 04 seconds, a chord that bears South 89 degrees 04 minutes 40 seconds East, and a chord length of 5.02 feet to the point of beginning of the line to be described; thence South 06 degrees 12 minutes 53 seconds West, not tangent to said curve, a distance of 55.00 feet and said line there terminating.

Also a temporary easement described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 11; thence South 89 degrees 44 minutes 22 seconds East, assumed bearing along the north line of said Southwest Quarter a distance of 791.09 feet to the easterly right of way line of County State Aid Highway No. 56 (formerly S.T.H. No. 56) and the point of beginning; thence North 06 degrees 12 minutes 53 seconds East along said easterly right of way line a distance of 53.40 feet; thence South 83 degrees 47 minutes 07 seconds East a distance of 20.00 feet; thence South 06 degrees 12 minutes 53 seconds West a distance of 94.57 feet; thence North 83 degrees 47 minutes 07 seconds West a distance of 20.00 feet to said easterly right of way line; thence North 06 degrees 12 minutes 53 seconds East along said easterly right of way line a distance of 41.17 feet to the point of beginning.

Said temporary easement areas contain approximately 2,398 square feet

20-01100-50-070 - Realty Income Properties 3, LLC. - Parcel 3

A temporary easement for transportation purposes over, under, and across that part of the following described property:

All that part of the North 1/3 of the N 1/2 of the SW 1/4, of Section 11, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at a point on the North line of said North 1/3 of the North 1/2 of the Southwest 1/4 539.2 feet East from the West ¼ corner of said Section 11, this point being the beginning of this description, thence South at an angle of 90 degrees for 159.2 feet; thence East at an angle of 90 degrees 135.5 feet to the Westerly right of way line of State Highway No. 56 as now established; thence North 6 degrees East along said right of way line 163.9 feet to the North line of above tract; thence West on said north line 151 feet to the point of beginning. Containing 0.53 acres more or less and subject to the Street along the North line being 30 feet in width.

Said temporary easement lies southerly of the southerly right of way line of 75th Street East, southeasterly of a Highway Easement per Document No. 3212372 and lies northeasterly of the following described line:

Commencing at the northwest corner of the above described parcel; thence easterly along the north line of said parcel a distance of 58.51 feet to the point of beginning; thence deflecting to the right 17 degrees 32 minutes 40 seconds a distance of 100.00 and said line there terminating.

Said Easement Areas contain approximately 100 square feet

20-36500-23-130 - Corey J. Bozich - Parcel 4

A temporary easement for transportation purposes over, under, and across that part of Lot 12, Block 23, Inver Grove Factory Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying westerly of Parcel 1 as shown on Dakota County Road Right of Way Map No. 295, according to

the recorded map thereof, and easterly of the following described line:

Commencing at the southeast corner of said Lot 12; thence North 89 degrees 44 minutes 15 seconds West, assumed bearing along the south line of said Lot 12 a distance of 7.00 feet to the point of beginning of the line to be described; thence north a distance of 21.81 feet along a non-tangential curve concave to the west having a radius of 2018.05 feet, a central angle of 0 degrees 37 minutes 09 seconds, a chord that bears North 1 degree 24 minutes 26 seconds West, and a chord distance of 21.81 feet; thence North 88 degrees 16 minutes 59 seconds East a distance of 5.00 feet to the westerly line of said Parcel 1 and said line there terminating.

Said Temporary Easement Area contains approximately 109 square feet

36-45300-13-020 - Kent Douglas Bahner - Parcel 5

A permanent easement for transportation purposes over, under, and across that part of Lot 1, Block 13, Lincoln Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the northeasterly corner of Parcel 86 as shown on Dakota County Road Right of Way Map No. 295, according to the recorded map thereof; thence southeasterly along the easterly line of said Parcel 86 a distance of 5.00 feet; thence northeasterly a distance of 5.00 feet on a line parallel with the northwesterly line of said Lot 1; thence northwesterly a distance of 5.00 feet along a line parallel to the easterly line of said Parcel 86, to the northwesterly line of said Lot 1; thence southwesterly along the northwesterly line of said Lot 1 a distance of 5.00 feet to the northeasterly corner of said Parcel 86 and the point of beginning.

Said permanent easement area contains approximately 25 square feet

A temporary easement for transportation purposes over, under, and across that part of Lot 1, Block 13, Lincoln Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeasterly corner of Parcel 86 as shown on Dakota County Road Right of Way Map No. 295, according to the recorded map thereof; thence southeasterly along the easterly line of said Parcel 86 a distance of 5.00 feet to the point of beginning; thence continuing southeasterly along said easterly line a distance of 25.00 feet; thence deflecting to the left 90 degrees a distance of 5.00 feet; thence deflecting to the left 90 degrees a distance of 25.00 feet; thence deflecting to the left 90 degrees 04 minutes 36 seconds a distance of 5.00 feet to the point of beginning.

Said temporary easement area contains approximately 125 square feet

36-45300-12-120 - Tabitha and Marjorie Sailer - Parcel 6

A permanent easement for transportation purposes over, under, and across that part of Lot 12, Block 12, Lincoln Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the southeasterly corner of Parcel 85 as shown on Dakota County Road Right of Way Map No. 295, according to the recorded map thereof; thence North 19 degrees 28 minutes 56 seconds West, assumed bearing along the easterly line of said Parcel 85 a distance of 25.00 feet; thence North 70 degrees 26 minutes 28 seconds East a distance of 5.00 feet; thence South 19

degrees 28 minutes 56 seconds East a distance of 25.00 feet to the southerly line of said Lot 12; thence South 70 degrees 26 minutes 28 seconds West along said southerly line a distance of 5.00 feet to the southeasterly corner of Parcel 85 and the point of beginning.

Said permanent easement area contains approximately 125 square feet

36-45300-11-130 - Freeport Investments Inc. - Parcel 7

A temporary easement for transportation purposes over, under, and across that part of Lot 13, Block 11, Lincoln Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the southwesterly corner of Parcel 54 as shown on Dakota County Road Right of Way Map No. 295, according to the recorded map thereof; thence North 19 degrees 28 minutes 56 seconds West, assumed bearing along the westerly line of said Parcel 54 a distance of 10.00 feet; thence South 70 degrees 26 minutes 28 seconds West a distance of 5.00 feet; thence South 19 degrees 28 minutes 56 seconds East a distance of 10.00 feet to the southerly line of said Lot 13; thence North 70 degrees 26 minutes 28 seconds East along said southerly line a distance of 5.00 feet to the southwesterly corner of Parcel 54 and the point of beginning.

Said temporary easement area contains approximately 50 square feet

CIC #220 - Parcel 8

That part of Lot 73, Block 1, Ashwood Ponds 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most southeasterly corner of said Lot 73; thence South 56 degrees 09 minutes 17 seconds West, assumed bearing along the southeasterly line of said Lot 73 a distance of 211.63 feet to the point of beginning; thence continuing South 56 degrees 09 minutes 17 seconds West along said southeasterly line a distance of 44.80 feet to the most easterly corner of Outlot A, Ashwood Ponds 2nd Addition; thence North 33 degrees 50 minutes 42 seconds West along the easterly line of said Outlot A; thence northerly a distance of 3.00 feet along a tangential curve concave to the southwest having a radius of 614.00 feet and a central angle of 0 degrees 16 minutes 48 seconds; thence North 56 degrees 09 minutes 18 seconds East, not tangent to said curve, a distance of 5.01 feet; thence South 33 degrees 50 minutes 42 seconds East a distance of 28.92 feet; thence North 56 degrees 09 minutes 17 seconds East a distance of 39.80 feet; thence South 33 degrees 50 minutes 43 seconds East a distance of 10.00 feet to the point of beginning.

Also:

Commencing at the most southeasterly corner of said Lot 73; thence South 56 degrees 09 minutes 17 seconds West, assumed bearing along the southeasterly line of said Lot 73 a distance of 284.43 feet to the most southerly point of said Outlot A and the point of beginning; thence North 33 degrees 50 minutes 42 seconds West along the westerly line of said Outlot A a distance of 35.92 feet; thence northerly a distance of 3.00 feet along a tangential curve concave to the southwest having a radius of 586.00 feet and a central angle of 0 degrees 17 minutes 36 seconds; thence South 56 degrees 09 minutes 18 seconds West, not tangent to said curve, a distance of 4.99 feet; thence South 33 degrees 50 minutes 42 seconds East a distance of 28.92 feet; thence South 56 degrees 09 minutes 17 seconds West a distance of 29.20 feet; thence South 33 degrees 50 minutes 43 seconds East a

distance of 10.00 feet to said southeasterly line of Lot 73; thence North 56 degrees 09 minutes 17 seconds East along said southeasterly line of Lot 73 a distance of 34.20 feet to said most southerly point of Outlot A and the point of beginning.

Said Easement Areas contain approximately 1,079 square feet

Two 5.00 foot wide temporary easements for construction purposes over, under, and across part of the following described property:

Outlot A, Ashwood Ponds 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

The first temporary easement being 5.00 feet northeasterly of and parallel and concentric to the following described line:

Beginning at the most southerly corner of said Outlot A, thence North 33 degrees 50 minutes 42 seconds West, assumed bearing along the westerly line of said Outlot A, a distance of 35.92 feet; thence northwesterly a distance of 3.00 feet along a tangential curve concave to the southwest having a radius of 586.00 feet and a central angle of 0 degrees 17 minutes 36 seconds and said line there terminating.

The second temporary easement being 5.00 feet southwesterly of and parallel and concentric to the following described line:

Beginning at the southeast corner of said Outlot A; thence North 33 degrees 50 minutes 42 seconds West, assumed bearing along the easterly line of said Outlot A, a distance of 35.92 feet; thence northwesterly a distance of 3.00 feet along a tangential curve concave to the southwest having a radius of 609.00 feet and an internal angle of 0 degrees 16 minutes 56 seconds and said line there terminating.

Said Easement Areas contain approximately 389 square feet

20-11858-00-020 - Arbor Pointe Association, INC. - Parcel 10

A temporary easement for construction purposes over, under, and across that part of Outlot B, Arbor Pointe 8th Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most northerly corner of said Outlot B; thence South 33 degrees 50 minutes 42 seconds East, assumed bearing along the easterly line of said Outlot B a distance of 15.00 feet to the point of beginning; thence continuing South 33 degrees 50 minutes 42 seconds East a distance of 20.00 feet; thence South 56 degrees 09 minutes 18 seconds West a distance of 5.00 feet; thence North 33 degrees 50 minutes 42 seconds West a distance of 20.00 feet; thence North 56 degrees 09 minutes 17 seconds East a distance of 5.00 feet to the point of beginning.

Said Easement Areas contain approximately 100 square feet
; and

WHEREAS, the parcels have been appraised, and offers are being prepared for a total appraised

value of \$65,450; and

WHEREAS, the 2024 Transportation Capital Improvement Program Budget includes sufficient funds for CP 56-14 right of way acquisition; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it is necessary for the County Board to authorize the County Attorney's office to initiate quick-take condemnation of the remaining parcels to allow for a summer 2025 start date.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised values prepared by Valbridge Property Advisors for the acquisition of the right of way for County Project 56-14 and authorizes County staff in its discretion to share the appraisal data with the respective landowners, including all or portions of the completed appraisals as part of the negotiations process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of right of way for County Project 56-14 at the approved appraised values and, in accordance with County policy, authorizes payment from the 2024 Transportation Capital Improvement Program Budget; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow for a Summer 2025 start date in the event that timely acquisitions by direct negotiations of all parcels do not appear possible.



Board of Commissioners

Request for Board Action

Item Number: DC-3465

Agenda #: 6.4

Meeting Date: 6/25/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization to Amend Agreements For Preliminary Design, Right Of Way, Final Design, And Construction For I-35W Interchange With County State Aid Highway 42, County Project 42-164 In Burnsville

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system throughout Dakota County, the County is a major participant with the City of Burnsville and the Minnesota Department of Transportation (MnDOT) to implement County Project (CP) 42-164; and

WHEREAS, MnDOT awarded \$3,100,000 for the project under the Transportation Economic Development grant program; and

WHEREAS, preliminary engineering design work has been completed, with previous cost-sharing estimates addressed in an executed Joint Powers Agreement, Contract No. DCA20150, for participation in preliminary design contract costs and estimated right-of-way costs; and

WHEREAS, the City of Burnsville and MnDOT are cooperating with the County on all stages of CP 42-164; and

WHEREAS, the City of Burnsville previously expended 2022 and 2023 grant funds from the Minnesota Department of Employment and Economic Development (DEED) to cover costs for preliminary engineering, reducing Dakota County's anticipated costs; and

WHEREAS, Dakota County Board Resolution No. 23-429 (September 26, 2023) approved a local cost share of Dakota County funds for 70 percent of net costs after the grant award to complete final engineering design, right of way, and construction, with City of Burnsville funds for 30 percent of the net costs, in accordance with adopted County Policy; and

WHEREAS, the project partners have determined a 1.74-acre parcel required for CP 42-164 right of way must be acquired in 2024 through condemnation to stay on schedule; and

WHEREAS, County and City staff have engaged in analysis of the anticipated 2024 cost shares based on appraised right-of-way costs, possible negotiated costs, and the City's plan to use \$415,000 in 2024 DEED funds for final right-of-way costs before the cost-share percentages; and

WHEREAS, planning has included the identification of a cost range for right of way considered

reasonable for negotiations based on a completed appraisal and possible further negotiations.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes amending the previously completed Joint Powers Agreement for preliminary engineering, Contract No. DCA20150, to remove reference to right-of-way costs and supports consolidating anticipated 2024 right-of-way costs and the City of Burnsville 2024 Minnesota Department of Employment and Economic Development Grant amount into the Joint Powers Agreement for final engineering and construction costs, subject to approval by the County Attorney's Office as to form.



Board of Commissioners

Request for Board Action

Item Number: DC-3373

Agenda #: 6.5

Meeting Date: 6/25/2024

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Goodhue County For Custodial And Reservations Services

RESOLUTION

WHEREAS, by Resolution No. 18-056 (January 23, 2018), the Dakota County Board of Commissioners adopted the Lake Byllesby Regional Park Master plan; and

WHEREAS, this master plan project was coordinated with master planning for Byllesby Park in Goodhue County; and

WHEREAS, Goodhue County's Byllesby Park Master Plan was approved by the Goodhue County Board of Commissioners on December 7, 2017; and

WHEREAS, a picnic pavilion with restrooms was identified in the approved master plan. Goodhue County received a Greater MN Regional Parks and Trails Legacy Grant for Byllesby Park Pavilion Project; and

WHEREAS, the project included the construction of an improved picnic pavilion and modern restrooms; and

WHEREAS, due to their limited staff resources, Goodhue County requested Dakota County's support in providing daily custodial services and online reservations support to facilitate the operations of the new pavilion in Byllesby Park; and

WHEREAS, staff recommends providing these custodial and reservation services to Goodhue County per an agreed-upon scope of services as a pilot effort through the recommended term; and

WHEREAS, a joint staff team has developed a scope of services; and

WHEREAS, predominant terms include term duration, payment for services, pavilion revenue, and roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the County of Goodhue for custodial and reservation services provided by Dakota County for the recently constructed Pavilion and restroom facilities located in Byllesby Park, Goodhue County, subject to

approval by the County Attorney's Office as to form.



Board of Commissioners

Request for Board Action

Item Number: DC-3378

Agenda #: 6.6

Meeting Date: 6/25/2024

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Consent Action

TITLE

Authorization To Submit Habitat Enhancement Landscape Program Competitive Grant Proposal, Execute Grant Agreement, And Amend Parks Capital Improvement Program Budget

RESOLUTION

WHEREAS, the Board of Water and Soil Resources' Habitat Enhancement Landscape Program grant is focused on restoring and enhancing diverse native habitats on conservation lands and natural areas to address declining pollinators and other beneficial insects; and

WHEREAS, dramatic declines of bees, butterflies, dragonflies, fireflies, and other beneficial insects that support ecosystems and food systems have been raising significant alarm among scientists and conservation professionals both locally and globally; and

WHEREAS, Dakota County's application will focus on establishing targeted, high-diversity pollinator and beneficial insect habitats on parkland and private conservation easements; and

WHEREAS, the grant request of \$126,410 will be used to offset plant material and labor costs that would otherwise be paid for by County Environmental Legacy Fund dollars; and

WHEREAS, the minimum ten percent match of non-state funds is required; and

WHEREAS, the proposed County match (\$12,641) will be derived from a combination of staff grant administrative time, Natural Resources base budget, and the market value of plant plugs produced at Dakota County's greenhouse; and

WHEREAS, subject to Board of Water and Soil Resources award, the Parks Capital Improvement Project budget, including the grant funds and local match, would be considered for amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Manager to submit a Board of Water and Soil Resources Habitat Enhancement Landscape Program grant proposal for \$126,410 and, if awarded, execute a grant agreement with the Board of Water and Soil Resources; and

BE IT FURTHER RESOLVED, That the 2024 Parks Capital Improvement Program budget would be amended as follows, if awarded:

Revenue

HELP Grant Revenue	\$126,410 (Amount based on award)
ELF Funding	<u>(\$126,410)</u>
Total Revenue	\$0



Board of Commissioners

Request for Board Action

Item Number: DC-3422

Agenda #: 6.7

Meeting Date: 6/25/2024

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Northland Mechanical Contractors, Inc. For Lawshe Museum Roof Top Cooling Unit Replacement Project And Amend 2024 Facilities Capital Improvement Program Budget

RESOLUTION

WHEREAS, the 2024 Facilities Capital Improvement Program (CIP) Adopted Budget authorized the Lawshe Museum Roof Top Cooling Unit Replacement Project; and

WHEREAS, bid document and specifications were prepared by County staff and EDI-Dolejs Inc.; and

WHEREAS, seven competitive bids were received on May 16, 2024; and

WHEREAS, Northland Mechanical Contractors, Inc. has submitted the low bid of \$132,700; and

WHEREAS, staff has reviewed the qualifications of the bidder and recommends award to Northland Mechanical Contractors, Inc. as the lowest responsive and responsible bidder in an amount not to exceed \$132,700 for the Lawshe Museum Roof Top Cooling Unit Replacement Project; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract for the Lawshe Museum Roof Top Cooling Unit Replacement Project to Northland Mechanical Contractors, Inc., 9001 Science Center Drive, New Hope, MN 55428, in an amount not to exceed \$132,700, subject to approval by the County Attorney’s office as to form; and

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

Expense

Prior Project Savings (1001646)	(\$105,000)
Lawshe Museum Roof Top Cooling Unit Replacement Project (2000245)	<u>\$105,000</u>
Total Expense	\$0

Revenue

Prior Project Savings (1001646)	(\$105,000)
Lawshe Museum Roof Top Cooling Unit Replacement Project (2000245)	<u>\$105,000</u>
Total Revenue	\$0



Board of Commissioners

Request for Board Action

Item Number: DC-3439

Agenda #: 6.8

Meeting Date: 6/25/2024

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Apple Valley For North Creek Greenway Eastview Segment Feasibility Study

RESOLUTION

WHEREAS, by Resolution No. 11-517 (October 18, 2011), the Dakota County Board of Commissioners adopted the North Creek Greenway Master Plan; and

WHEREAS, City of Apple (City) and County staff have identified a feasibility study needed to advance the Eastview segment of the corridor; and

WHEREAS, the proposed feasibility study will evaluate safe crossing designs of 147th and up to three alignment alternatives; and

WHEREAS, the proposed feasibility study will prepare 30 percent design and cost estimates for the recommended option; and

WHEREAS, the City will lead the project delivery, including management of the consulting engineering firm; and

WHEREAS, the total estimated cost of the study is \$100,000; and

WHEREAS, the County would contribute up to 85 percent and City up to 15 percent of total study costs; and

WHEREAS, sufficient revenues are available in the Greenway Collaborative set aside in the Adopted 2024 Parks Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or their designee, to execute a joint powers agreement with the City of Apple Valley to fund the North Creek Greenway Eastview Segment Feasibility Study for the period July 1, 2024, through December 31, 2025, subject to approval by the County Attorney's Office as to form.



Board of Commissioners

Request for Board Action

Item Number: DC-3218

Agenda #: 6.9

Meeting Date: 6/25/2024

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Intergovernmental Transfer Agreement With Minnesota Department Of Human Services For Shelter Services, Accept Funds, Execute A Contract For Shelter Services, And Amend 2024 Social Services Budget

RESOLUTION

WHEREAS, Dakota County submitted a request in 2021 to DHS to consider, under the authority of Minn. Stat. 2561.05, subd. 1a (b), a cost-neutral transfer from the Housing Support fund to Dakota County to provide emergency shelter beds for people with disabilities experiencing homelessness; and

WHEREAS, the acceptance of the request permanently removed twenty-two Housing Support beds previously authorized for Dakota Woodlands from the Housing Support census; and

WHEREAS, by Resolution No. 21-581 (December 14, 2021), the Dakota County Board of Commissioners authorized an amendment to the Intergovernmental Transfer Agreement with DHS to add additional dollars and execute a contract with Dakota Woodlands for emergency shelter services; and

WHEREAS, staff recommends authorization to execute the Intergovernmental Transfer Agreement with DHS for shelter services in the amount of \$940,513.78 for the period of July 1, 2024 through June 30, 2025, and accept future annual allocations from DHS through June 30, 2027; and

WHEREAS, staff also recommends executing a contract with Dakota Woodlands for emergency shelter services for a total not to exceed amount of \$375,275 for the period of July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to execute the Intergovernmental Transfer Agreement with the Minnesota Department of Human Services for funds in the amount of \$940,513.78 for the period of July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to accept future annual allocations from the Department of Human Services through June 30, 2027, accept additional grant funds, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject

to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Dakota Woodlands for a not to exceed amount of \$375,275 for the period of July 1, 2024 through June 30, 2025; and

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

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

BE IT FURTHER RESOLVED, That the 2024 Social Services Budget is hereby amended as follows:

Expense

Shelter Services	<u>\$470,257</u>
Total Expense	\$470,257

Revenue

DHS Revenue	<u>\$470,257</u>
Total Revenue	\$470,257



Board of Commissioners

Request for Board Action

Item Number: DC-3415

Agenda #: 6.10

Meeting Date: 6/25/2024

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With JEC Miller, Inc. For Scheduled Respite In Child Foster Residence Setting

RESOLUTION

WHEREAS, JEC Miller, Inc. will be providing room, board, supervision, and support to youth ages 8-18 residing in the licensed Child Foster Residence Setting (CFRS); and

WHEREAS, the CFRS will serve youth with neurodevelopment disorders, mental health needs, and emotional or behavioral disorders; and

WHEREAS, for youth receiving respite, goals include:

- Provide relief and support to the caregiver
- Improve the child's functioning
- Decrease the use of long-term out-of-home placements and hospitalizations
- Increase safety and permanency
- Reduce family and parenting stress
- Provide access to activities and community that may not normally be present; and

WHEREAS, JEC Miller, Inc. will maintain a 245D license from the Minnesota Department of Human Services and provide services in compliance with Child Foster Care and CFRS as outlined in MN Rules and Statutes including but not limited to Minnesota Statutes Chapter 245D and 245A, and Minnesota Rules Chapter 2960; and

WHEREAS, solicitation for this service was completed in 2022; however, no providers responded; and

WHEREAS, the County then worked with JEC Miller, Inc. to develop this CFRS site and service model based on their expertise with the population and services; and

WHEREAS, staff is requesting authorization to execute a contract with JEC Miller, Inc. in an amount not to exceed \$500,000 from the date of execution through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract for scheduled respite in a foster care setting with JEC Miller, Inc. in an amount not to exceed \$500,000 annually for the period from

the date of contract execution through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

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

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



Board of Commissioners

Request for Board Action

Item Number: DC-3065

Agenda #: 6.11

Meeting Date: 6/25/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreements With Dakota County School Districts For School Wellness Projects Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership Grant

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, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, Dakota County Public Health has over a decade of experience working with school districts located in Dakota County on school-based prevention interventions and initiatives and this work is funded by the Minnesota Department of Health (MDH) Statewide Health Improvement Partnership (SHIP) grant; and

WHEREAS, SHIP funding supports community-driven solutions to expand opportunities for active living, healthy food access, commercial tobacco-free living, and mental wellbeing; and

WHEREAS, these initiatives provide Dakota County's School Districts the opportunity and resources to enhance prevention efforts, and provide cost-effective, evidence-based best practices in chronic disease reduction via policy, systems, and environmental changes; and

WHEREAS, interventions are grounded in equity to ensure the initiative benefits all demographic groups with a priority focus on addressing barriers and ensuring safety for lower-income students, students of color and others facing significant disparities; and

WHEREAS, all ten school districts in Dakota County are provided an opportunity to apply and opt-in to non-competitive funding to support internal wellness efforts for students and staff with applications due in fall 2024; and

WHEREAS, districts will have until October 31, 2025, to use the funding upon approval of initiatives; 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.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to enter into joint powers agreements with School Districts throughout Dakota County for school wellness projects for the term upon execution of the joint powers agreements through October 31, 2025, with a total not to exceed for each district as follows, subject to approval by the County Attorney's office as to form:

Special District 6	\$ 7,289
Independent School District (ISD) 191	\$13,048
ISD 192	\$ 8,639
ISD 194	\$11,257
ISD 195	\$ 3,779
ISD 196	\$12,575
ISD 197	\$ 8,909
ISD 199	\$10,691
ISD 200	\$ 6,119
Intermediate School District 917	\$ 7,694



Board of Commissioners

Request for Board Action

Item Number: DC-3315

Agenda #: 6.12

Meeting Date: 6/25/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Ratification Of Application For Promising Practices Home Visiting Grant With Minnesota Department Of Health, And Authorization To Accept Grant Funds, Execute Grant Agreement, Add 1.6 Grant-Funded Full-Time Equivalents, And Amend 2024 Public Health Budget

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, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, in January of 2023, the Minnesota Department of Health (MDH) released a Request for Proposal (RFP) for the Promising Practices Home Visiting (PPHV) grant; and

WHEREAS, the PPHV program will provide support for organizations to deliver community-driven non-model home visiting services to priority populations; and

WHEREAS, the priority population of this funding will be families within the perinatal period from the East African community; and

WHEREAS, this grant program will be flexible and allow for adaptability in response to the needs of families enrolled in the program; and

WHEREAS, the PPHV grant will be used to assist the Family Home Visiting (FHV) program to improve and promote parental and child health, enhance positive parenting practices, prevent child abuse and neglect, reduce crime and intimate partner violence, promote child development, connect families to needed resources and supports, and increase family economic self-sufficiency; and

WHEREAS, on February 21, 2023, Public Health was notified and requested to respond to the MDH RFP; and

WHEREAS, the department applied for a two-year grant in the amount of up to \$250,000 per year; and

WHEREAS, Dakota County was notified they did not receive the grant award in April 2023; and

WHEREAS, in December 2023, Public Health was notified by MDH that they were awarded the funds as requested in the original grant application; and

WHEREAS, staff worked with MDH to update budget, workplan, and grant agreements, and was provided a new start grant period of July 1, 2024 through June 30, 2028; and

WHEREAS, funding will be determined annually for this four-year grant and is expected to remain stable; and

WHEREAS, the PPHV grant will fund a total of 1.6 new, grant-funded full-time equivalents (FTE)s: 0.8 FTE health educator and 0.8 FTE Public Health Nurse.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the application submitted to the Minnesota Department of Health for the Promising Practices Home Visiting Grant; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept grant funds in the amount of up to \$250,000 per year, effective July 1, 2024 through June 30, 2028; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the grant agreement, subject to approval by the County Attorney’s Office as to form; and

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

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to add 1.6 grant-funded, full-time equivalent positions; and

BE IT FURTHER RESOLVED, That the 2024 Public Health Budget is hereby amended as follows:

Expense

1.6 full-time equivalents	\$190,009
Program services	<u>\$ 59,991</u>
Total Expense	\$250,000

Revenue

Program Revenue	<u>\$250,000</u>
Total Revenue	\$250,000



Board of Commissioners

Request for Board Action

Item Number: DC-3472

Agenda #: 6.13

Meeting Date: 6/25/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Adopt Annual Work Plan For Board Appointed Opioid Response Advisory Committee

RESOLUTION

WHEREAS, the Dakota County Opioid Response Committee (ORAC) was established as a Board appointed committee in October 2023; and

WHEREAS, the Dakota County ORAC supports the development of a comprehensive and effective countywide response to the opioid crisis; and

WHEREAS, the Dakota County ORAC provides recommendations to the County Board on the use of Opioid Settlement Funds for external projects and initiatives; and

WHEREAS, Dakota County policy 1015 requires that Board appointed committees must consult at least annually with the County Board Committees of the Whole to seek direction on the topics on which they will advise the County Board (annual work plan) to ensure that the committee's work complements the County mission and goals; and

WHEREAS, Dakota County policy 1015 requires periodic committee reports be scheduled on the appropriate County Board committee or board meeting agendas; and

WHEREAS, in 2023, Public Health surveyed community members and partners on opioid response strategies to address the current crisis; and

WHEREAS, the Dakota County ORAC has developed a one-year work plan that complements the County mission and goals and focuses on ORAC's mission of advising the County Board on the use of community designated opioid settlement funds; and

WHEREAS, upon Board approval of the 2024 work plan, ORAC will work towards accomplishing its goals as outlined in the work plan and keep the Board informed of its progress.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the adoption of the 2024 annual work plan for the Dakota County Opioid Response Advisory Committee.



Board of Commissioners

Request for Board Action

Item Number: DC-3508

Agenda #: 6.14

Meeting Date: 6/25/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Accept Substance Misuse And Suicide Prevention Coalition Grant Funds, Add 1.0 Grant-Funded Full-Time Equivalent, Execute Grant Agreement And Amend 2024 Public Health Budget

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, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, the Minnesota Department of Health Injury and Violence Prevention Section released a Request for Proposal (RFP) to create or sustain community-based substance misuse and suicide prevention coalitions in Minnesota; and

WHEREAS, the multi-sector coalitions will serve the needs of Minnesotans at risk of substance misuse and suicide, with a specific focus on youth; and

WHEREAS, by Resolution No. 24-099 (February 27, 2024), the Dakota County Board of Commissioners authorized submitting an application for the Substance Misuse and Suicide Prevention Coalition grant ("Grant"); and

WHEREAS, this Grant would give the county the capacity to coordinate a multi-sector coalition that will develop a plan to address shared risk and protective factors for substance misuse and suicidal experiences; and

WHEREAS, it aligns with the objectives of multiple Public Health programs and initiatives, providing an opportunity for greater internal and community alignment; and

WHEREAS, the 2020-2024 Community Health Improvement Plan (CHIP) outlines Public Health's long-standing commitment to addressing adult mental health and youth suicide ideation in Dakota County; and

WHEREAS, the 2023 Community Health Assessment has continued to identify substance use and mental health as top priorities for the community; and

WHEREAS, the 2025-2028 CHIP plans to address substance use and mental health and integrate concepts from the recently launched MAPP 2.0 framework; and

WHEREAS, this strategic approach allows staff to delve into the root causes of these priority outcomes that have been identified by the community; and

WHEREAS, Public Health’s response would include the utilization of Shared Risk and Protective Factor frameworks, enabling staff to mobilize action on these root causes and address multiple health outcomes in a systemic and equitable manner; and

WHEREAS, Dakota County Public Health, alongside various local community coalitions, will utilize this funding to create a sustainable infrastructure to maximize efforts in the areas of youth mental health and substance use and enhance community capacity through collective impact; and

WHEREAS, in addition to the outlined activities, the Grant requires a 1.0 full-time equivalent to lead the coordination of the coalition and comprehensive substance misuse and suicide prevention efforts within the defined community; and

WHEREAS, the estimated grant start date is June 1, 2024, and the projected end date is May 31, 2028; and

WHEREAS, staff received the requested award maximum of \$125,000 per year for the grant period of four years.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept Substance Misuse and Suicide Prevention Coalition grant funds in the amount of \$125,000 per year, effective June 1, 2024 through May 31, 2028; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the grant agreement, subject to approval by the County Attorney’s Office as to form; and

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

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to add a 1.0 grant-funded full-time equivalent; and

BE IT FURTHER RESOLVED, That the 2024 Public Health Budget is hereby amended as follows:

Expense

Staff Expense	\$120,500
Program Expense	<u>\$ 4,500</u>



Board of Commissioners

Request for Board Action

Item Number: DC-3366

Agenda #: 6.15

Meeting Date: 6/25/2024

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With ByWater Business Solutions LLC For Print To Mail Services

RESOLUTION

WHEREAS, Dakota County Community Services prints and mails over 60,000 packets per year, using multiple printing devices that require ongoing, on call maintenance and parts servicing; and

WHEREAS, Dakota County Employment & Economic Assistance (E&EA) previously housed and utilized an inserter machine that collates, folds and stuffs envelopes for print to mail requests, which has since malfunctioned, requiring staff to manually process envelopes daily; and

WHEREAS, the mail pieces range from single page envelopes to large multi-packet packages with a wide range of postage fees; and

WHEREAS, a print to mail solution in Community Services is highly needed because a manual process is difficult to maintain and scale with current resources and increased print to mail needs; and

WHEREAS, ByWater Business Solutions LLC provides print to mail outsourcing services, which include 700 packets per day of standard sized envelopes; and

WHEREAS, contracting with ByWater Business Solutions LLC for print to mail services will save Dakota County Community Services over \$100,000 in staff time and material costs annually; and

WHEREAS, E&EA would like to pilot print to mail services with ByWater Business Solutions LLC by executing a contract from the date of contract execution through December 31, 2025, in an amount not to exceed \$450,000; and

WHEREAS, the period of contract execution through December 31, 2025, would be a pilot program that will temporarily alleviate the urgent need for this service while E&EA simultaneously issues a solicitation for this service.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to execute a contract with ByWater Business Solutions LLC for print to mail services for the period of contract execution through December 31, 2025, in an amount not to exceed \$450,000; and

BE IT FURTHER RESOLVED, That the contract will include language that allows for early termination with a thirty-day notice by either party; and

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

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



Board of Commissioners

Request for Board Action

Item Number: DC-3463

Agenda #: 7.1

Meeting Date: 6/25/2024

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Designation Of Voting For 2024 National Association Of Counties Annual Business Meeting

PURPOSE/ACTION REQUESTED

Designate a delegate and alternate for the 2024 National Association of Counties (NACo) Annual Business Meeting.

SUMMARY

The annual NACo conference is being held in Hillsborough County, Florida, July 12-15, 2024. The conference is the largest of county elected and appointed officials from across the country. To participate in the annual election of officers and policy adoption, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.

The County Board Chair must sign and submit the NACo 2024 Credentials (Voting) Identification Form. The form identifies the name of the designated delegate and first alternate authorized to pick up the County's voting materials. In 2023, by Resolution No. 23-295 (June 20, 2023), the County Board designated Commissioner Mike Slavik as the delegate. In addition, the Board authorized the President of the Association of Minnesota Counties (AMC) to pick up Dakota County's ballot and cast votes in the event the ballot is not picked up by the delegate or alternate. Designation of a first alternate is optional. The president of AMC is automatically authorized to pick up the County's ballot if the delegate or first alternate does not pick up the ballot unless the County Board opts out of this authorization.

RECOMMENDATION

Staff recommends delegating one County Board member, as well as the president of AMC. Commissioner Slavik, Commissioner Droste, Commissioner Atkins and Commissioner Hamann-Roland are registered to attend the Annual Business Meeting.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the annual National Association of Counties (NACo) conference is being held in Hillsborough County, Florida, July 12-15, 2024; and

WHEREAS, Dakota County has paid its membership dues and has at least one paid registrant for the

conference and is, therefore, eligible to participate in the Associations' annual election of officers and policy adoption, according to NACo bylaws.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby designates the following individual(s) as voting delegates for the 2024 NACo annual conference:

Designated Delegate - Commissioner Slavik
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the president of the Association of Minnesota Counties to pick up Dakota County's ballot and cast votes in the event that the ballot is not picked up by the County's delegate or alternate.

PREVIOUS BOARD ACTION

23-295; 6/20/23

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Tom Novak
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-3464

Agenda #: 7.2

Meeting Date: 6/25/2024

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Dakota-Scott Workforce Development Board

PURPOSE/ACTION REQUESTED

Appoint or reappoint individuals to fill vacant terms or terms that expire June 30, 2024.

SUMMARY

The Dakota-Scott Workforce Development Board provides guidance for and exercises oversight with respect to activities for the CareerForce Centers in Dakota County and Scott County.

Membership: 27 Dakota and Scott County members representing the public and private sectors

Meetings: Monthly

Location: Northern Service Center, West St. Paul

Term: 2 years

Term Limit: None

Current Membership:	District	Name	Expiration
	Private	Oppegard, Holly	6/30/2024
	Private	Crakes, Stacy	6/30/2025
	Private	Howard, Andrew	6/30/2025
	Private	Halvorson, Ashley	6/30/2024
	Private	Akason, Joel	6/30/2024
	Private	Drentlaw, Anita	6/30/2024
	Private	Haack, Sally	6/30/2024
	Private	Ridley, Kristin	6/30/2024
	Private	Rainey, Jeffrey	6/30/2024
	Private	Blomquist, Angela	6/30/2025
	Private	Forbord, Michael	6/30/2024
	Private	Francis, James	6/30/2025
	Private	Bassett, Ronnie	6/30/2025
	Private	Harmening, Jennifer	6/30/2024
	Private	Woodward, Erin	6/30/2025
	Public-Community Based	Carver, Chrissie	6/30/2025
	Public-Community Based	Martagon, Rick	6/30/2025
	Public-Econ. Development	Faust, Jo	6/30/2024
	Public-Education	Kermes, Darren	6/30/2024
	Public-Education	Berndt, Michael	6/30/2024
	Public-Education	Lind, Eric	6/30/2025
	Public-Apprentice	VACANT	6/30/2024
	Public-Labor	Davies, Barry	6/30/2024
	Public-Labor	Sloan, Jim	6/30/2025
	Public-Public Assistance	Dahl, Barbara	6/30/2025
	Public-Public Employment	Yanda, Michael	6/30/2025
	Public-Rehabilitation	Felderman, Heather	6/30/2025

RECOMMENDATION

Staff recommends the Board appoint/reappoint interested individuals with terms expiring June 30, 2024. The following have expressed a desire to be reappointed: Holly Oppegard, Ashley Halvorson, Joel Akason, Sally Haack, Kristin Ridley, Jeffrey Rainey, Michael Forbord, Jennifer Harmening, Jo Foust, Darren Kermes (Private), Michael Berndt, and Barry Davies.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Dakota-Scott Workforce Development Board to fill a two-year term ending June 30, 2026.

- Private - Holly Oppegard
- Private - Ashley Halvorson
- Private - Joel Akason
- Private - Darren Kermes
- Private - Sally Haack
- Private - Kristin Ridley
- Private - Jeffrey Rainey
- Private - Michael Forbord
- Private - Jennifer Harmening
- Public-Econ. Development - Jo Foust
- Public-Education - Michael Berndt
- Public-Labor - Barry Davies

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) distributed to Board only.

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Tom Novak
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-3516

Agenda #: 7.3

Meeting Date: 6/25/2024

DEPARTMENT: Employee Relations

FILE TYPE: Consent Action

TITLE

Recognition Of Diversity Celebration And Awareness Month In Dakota County

PURPOSE/ACTION REQUESTED

Recognize the history, on-going contributions, and sustained impact made by diverse communities and cultures represented by residents and employees of Dakota County on an on-going, yearly schedule through monthly celebrations and awareness months.

SUMMARY

The County is dedicated to fostering a welcoming workplace that embraces diversity and maintains a culturally aware workforce reflective of the residents we serve in Dakota County. This commitment ensures the delivery of excellent service to all members of our community. As part of this effort, we aim to acknowledge and celebrate the diversity within Dakota County and our workforce.

Diversity Celebration and Awareness Months provide us with an opportunity to honor the significant history and contributions of the various communities and cultures represented by our residents and employees. Each month is a time for reflection, learning, and raising awareness about the diversity that enriches our community.

The months highlighted in the following list each have a unique significance within our broader culture, with many being recognized through official government proclamations and celebrated in local, national, and international events. While we understand that it may not be feasible to acknowledge all diversity awareness months and days, the months listed below focus on groups that are underrepresented or underserved in Dakota County or have representation through an Employee Resource Group (ERG) at the County. Please note that requests for additions, removals, or modifications to this list can be considered in the future.

Dakota County proudly recognizes and celebrates the diverse histories and invaluable contributions of our residents and employees during these awareness months. Each designated month will be marked by county-wide celebrations and acknowledgments of these important contributions.

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners recognizes the following Diversity Celebration and Awareness months:

- February: Black History Month

- March: Women’s History Month
- April: Arab American Heritage Month, Hmong Heritage Month
- May: Asian Pacific Islander Heritage Month, Mental Health Awareness Month, Military Appreciation Month
- June: LGBTQ Pride Month, Immigrant Heritage Month
- July: Disability Pride Month
- September: Hispanic & Latino Heritage Month
- November: Native American & Indigenous Heritage Month

Note: The above calendar mirrors that of state, national, and international recognition months. Therefore, it is unavoidable that some months will have multiple communities acknowledged and celebrated.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the County endeavors to maintain a workplace that is welcoming of diversity and a workforce that is culturally competent and reflective of the County population that we serve; and

WHEREAS, Diversity Celebration and Awareness Months are an opportunity for the County to recognize the important history and contributions of the County’s diverse residents and employees; and

WHEREAS, many County efforts help create a welcoming, inclusive, and accessible work environment for diverse Dakota County employees and their allies, as well as equip all employees to provide excellent public service to all residents.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby recognizes the recommended Diversity Celebration and Awareness Months and the contributions made by our diverse residents and employees of Dakota County.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Sky Jarvi



Board of Commissioners

Request for Board Action

Item Number: DC-3518

Agenda #: 8.1

Meeting Date: 6/25/2024

DEPARTMENT: Finance

FILE TYPE: Consent Information

TITLE

Report On Invoices Paid In May 2024

PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during May 2024.

SUMMARY

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

A copy of the May 2024 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board.

Payments for the month ending May 31, 2024, total \$113,659,718.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,285,736	Retirement accounts, PERA, health & dental
Payments to other governments	\$89,722,127	Pass through payments - taxes, fees
Materials & supplies	\$337,614	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,305,527	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$3,001,775	Major client services contract
All other expenses	\$6,985,474	BIP, CEP, and misc.
Capital projects	\$9,021,465	Highway & building construction
	\$113,659,718	

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: None.

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: Paul Sikorski

Author: Jan Larson



Board of Commissioners

Request for Board Action

Item Number: DC-3450

Agenda #: 9.1

Meeting Date: 6/25/2024

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Maintenance Agreement And Access Easement With City Of Hastings For Law Enforcement Center Integrative Health Unit Addition Stormwater Facilities

PURPOSE/ACTION REQUESTED

Authorize the Parks, Facilities, and Fleet Management Director to execute both a maintenance agreement (Attachment: Facilities Agreement) and an access easement (Attachment: Stormwater Easement) for the new stormwater facilities under construction now as part of the Law Enforcement Center (LEC) Integrative Health Unit addition.

SUMMARY

The 2022-2026 Building Capital Improvement Program (CIP) Adopted Budget included a project to design and construct a dedicated LEC unit to address the medical and mental health needs of inmates. The design of the LEC Integrative Health Unit addition was then presented to and approved by the Dakota County Board of Commissioners through Resolution No. 23-168 (April 25, 2023). The project site plan was reviewed and recommended for approval by the Hastings Development Review Committee on May 24, 2023, and the Hastings Planning Commission on June 12, 2023. Final approval was received by a unanimous vote by the Hastings City Council on June 26, 2023. The project's construction documents were then completed, and the project was bid and awarded to Ebert Construction through Resolution No. 23-379 (August 29, 2023).

The project has been designed with facilities to limit the rate of stormwater flow from the site and into the municipal stormwater sewer system. The City of Hastings has prepared both a maintenance agreement and an access easement for these stormwater facilities to ensure their effectiveness long into the future. Both agreements are typical for stormwater improvements like those for this project and have been executed with municipal partners in previous similar site developments. County Environmental Resources staff and staff from the County Attorney's Office have both reviewed these agreements.

County and City staff believe the terms of these agreements are in the best interest of both parties and request to execute them formally with the County Board's approval.

RECOMMENDATION

Staff recommends that the County Board authorize the Parks, Facilities and Fleet Management Director to sign these agreements with the City, subject to the approval of the final terms and conditions by the County Attorney's Office.

EXPLANATION OF FISCAL/FTE IMPACTS

The Adopted 2023 Buildings CIP Budget includes a total of \$14,400,000 for the LEC Integrative Health Unit Addition project. By way of the proposed easement agreement, the City of Hastings will purchase the easement rights to the County’s property at these stormwater facilities for \$1. These stormwater facilities also replace a prior existing rain garden and so, there is not a significant change in the annual operating costs for the County.

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

RESOLUTION

WHEREAS, the 2022 Building Capital Improvement Program (CIP) Adopted Budget authorized the Law Enforcement Center Integrative Health Unit Addition project; and

WHEREAS, the design of the Law Enforcement Center Integrative Health Unit Addition was authorized by Resolution No. 23-168 (April 25, 2023); and

WHEREAS, the City of Hastings also authorized the design of the Law Enforcement Center Integrative Health Unit Addition through City actions taken in 2023; and

WHEREAS, the project design allows for engineered stormwater facilities to actively manage the rainfall onto the site as it then discharges to the City of Hastings stormwater sewer system; and

WHEREAS, the Stormwater Facilities Agreement outlines the maintenance procedures of these facilities on the site; and

WHEREAS, the Stormwater Easement Agreement will allow for the City of Hastings to come onto this part of the Law Enforcement Center site to complete maintenance inspections; and

WHEREAS, County and City staff believe the terms of these agreements are in the best interest of both parties and request to execute them formally with the County Board’s approval.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a maintenance agreement and an access easement for the new stormwater facilities under construction now as part of the Law Enforcement Center (LEC) Integrative Health Unit addition, subject to approval by the County Attorney’s office as to form.

PREVIOUS BOARD ACTION

- 23-168, 04/25/23
- 23-379, 08/29/23

ATTACHMENTS

- Attachment: Facilities Agreement
- Attachment: Stormwater Easement

BOARD GOALS

- A Great Place to Live
- A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Taud Hoopingarner

Author: Mike Wiese

PERMANENT ACCESS AND STORMWATER EASEMENT

The undersigned Landowner for and in consideration of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City of Hastings, a Minnesota municipal corporation (“City”), a permanent easement (“Permanent Easement”) under, over, across, through and upon the following described land situated in the County of Dakota, State of Minnesota, to wit:

PROPERTY DESCRIPTION

Real property (“Landowner’s Property”) in Dakota County, Minnesota, the legal description of which is set forth on Exhibit A, attached hereto and hereby made a part hereof/

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following Permanent Easement which is legally described and depicted on Exhibit B, attached hereto and hereby made a part hereof:

A permanent easement for access and stormwater purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon Landowner’s Property (the “Permanent Easement Area”).

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- (e) To access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above, the Permanent Easement Area described above and has good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

On this ___ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A

Legal Description of Landowner's Property

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$)

PID: 19-02900-30-010

and

The East Ten (E 10) acres of the Southwest Quarter of the Northwest Quarter ((SW $\frac{1}{4}$ of NW $\frac{1}{4}$), all in Section Twenty-Nine (29), Township One Hundred Fifteen (115), Range Seventeen (17).

PID: 19-02900-35-020

Abstract Property

EXHIBIT B

Legal Description and Depiction of Permanent Easement

Plot Date & Time: 12 December 2023 1:21 PM

CITY OF HASTINGS, MN
ACCESS AND STORMWATER EASEMENT

PERMANENT ACCESS EASEMENT DESCRIPTION

A 15.00 foot permanent access easement over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 115, Range 17, EXCEPT all that part of the thereof shown as Parcel 285F on Minnesota Department of Transportation Right of Way Plats Numbered 19-87 and 19-88, Dakota County, Minnesota lying to the left of the following described line:

Commencing at the West Quarter corner of said Section 29; thence on an assumed bearing of North 00 degrees 13 minutes 26 seconds West along the West line of the Northwest Quarter of said Section 29, a distance of 1321.44 feet; thence North 89 degrees 55 minutes 09 seconds East 1763.89 feet; thence South 00 degrees 00 minutes 00 seconds East 33.00 feet to the south line of 4th Street West and also the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East 42.00 feet and said line there terminating.

PERMANENT STORMWATER EASEMENT DESCRIPTION

A permanent easement for stormwater purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 115, Range 17, EXCEPT all that part of the thereof shown as Parcel 285F on Minnesota Department of Transportation Right of Way Plats Numbered 19-87 and 19-88, Dakota County, Minnesota described as follows:

Commencing at the West Quarter corner of said Section 29; thence on an assumed bearing of North 00 degrees 13 minutes 26 seconds West along the West line of the Northwest Quarter of said Section 29, a distance of 1321.44 feet; thence North 89 degrees 55 minutes 09 seconds East 1763.89 feet; thence South 00 degrees 00 minutes 00 seconds East 75.00 feet to the point of beginning; thence North 89 degrees 55 minutes 09 seconds East 58.79 feet; thence South 12 degrees 32 minutes 06 seconds East 16.36 feet; thence South 42 degrees 57 minutes 35 seconds East 27.32 feet; thence South 49 degrees 48 minutes 52 seconds West 20.94 feet; thence southwesterly 30.86 feet along tangential curve concave to the northwest, said curve has a radius of 44.00 feet, a central angle of 40 degrees 11 minutes 08 seconds; thence North 90 degrees 00 minutes 00 seconds West tangent to said curve 2.56 feet; thence northwesterly 6.28 feet along a tangential curve concave the northeast, said curve has a radius of 4.00 feet, a central angle of 90 degrees 00 minutes 00 seconds; thence North 00 degrees 00 minutes 00 seconds West tangent to said curve 21.00 feet; thence northwesterly 39.27 feet along a tangential curve concave to the southwest, said curve has a radius of 25.00 feet , a central angle of 90 degrees 00 minutes 00 seconds; thence North 90 degrees 00 minutes 00 seconds West tangent to said curve 5.00 feet; thence North 00 degrees 00 minutes 00 seconds East 9.78 feet to the point of beginning.

SHEET 1 OF 2 SHEETS

U:\227705540\CAD\Easement\227705540 Easement.dwg

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: STEVEN F. HOUGH

SIGNATURE: *Steven F. Hough*

DATE 12/12/2023 LIC. NO. 54850



Plymouth Office
One Carlson Pkwy
Suite 1000

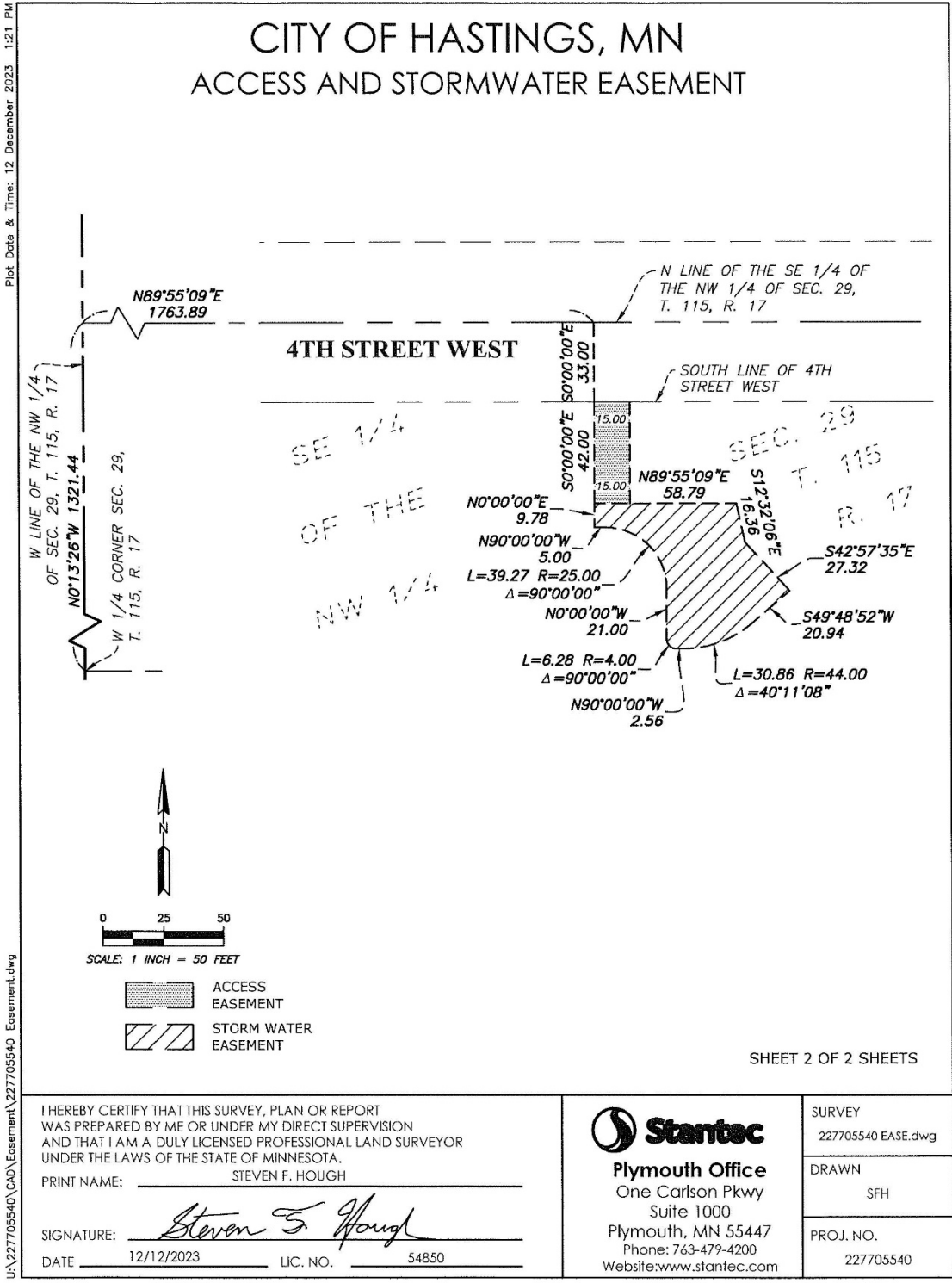
Plymouth, MN 55447
Phone: 763-479-4200
Website: www.stantec.com

SURVEY
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DRAWN
SFH

PROJ. NO.
227705540

EXHIBIT B
(Cont.)



(Reserved for Recording Data)

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and the County of Dakota, a Minnesota municipal corporation (“County”).

WHEREAS, County is the fee owner of certain real property situated in the City of Dakota, County of Dakota, State of Minnesota legally described as follows:

The Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4)

Parcel ID: 19-02900-30-010

and

The East Ten (E 10) acres of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4)

Parcel ID: 19-02900-35-020

all in Section Twenty-Nine (29) Township One Hundred Fifteen (115), Range Seventeen (17)

(Collectively, the “Property”); and

WHEREAS, County has obtained the approval of the City for the development of the Property for a Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes,

oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located outside the public road right-of-way; and

WHEREAS, the City has required that the County make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on the Stormwater Facilities Location Map on **Exhibit A** attached hereto; and

WHEREAS, the City and County desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The County agrees to construct the Stormwater Management Facilities according to the construction plans drawn by Bolton & Menk dated July 20, 2023 (“Plans”), and to repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall include but is not limited to compliance with the Stormwater BMP Inspection and Maintenance Plan (“Inspection Plan”) attached as **Exhibit B**. The County shall conduct an annual inspection and document the inspection as part of its Master Facilities Maintenance Program under the County’s MS4 Program. The City shall have the right to enter onto the property to conduct the annual inspection if it is deemed necessary. If it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the County agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. Failure to comply with the restoration ordered by the City shall be an event of default. The County further agrees that it will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

2. County’s Default. In the event of default by the County as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and County’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the County shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City.

3. License, Easement, and Assessment. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part. The County has conveyed to the City and the public a permanent drainage and utility easement, described and depicted in more detail on the easement document, which is dedicated to the public for the purpose of providing perpetual access to the City, or its successors responsible hereunder,

for purposes of inspecting and performing any necessary maintenance to the Stormwater Management Facilities.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon County's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. County Warranty. County warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of County enforceable in accordance with its terms. The party signing on behalf of the County has been duly authorized by the entity to sign the Agreement and bind the entity. County is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by County pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by County pursuant hereto have each been duly authorized by all necessary action on the part of County and such execution, delivery and performance does and will not conflict with or result in a violation of County's organizational agreement or any judgment or order. The execution, delivery and performance by County of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to County, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which County is a party or by which it or any of its properties may be bound.

7. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

COUNTY:
COUNTY OF DAKOTA

By: _____
Name: Michael Wiese
Its: Project Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Michael Wiese, the Project Manager of the County of Dakota, a county located within the state of Minnesota, on behalf of said county.

Notary Public

This instrument drafted by
And after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 5512

EXHIBIT B

STORMWATER BMP INSPECTION AND MAINTENANCE PLANS

Infiltration Basins

- ✓ Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

Spring Maintenance (prior to vegetation growth)

- Remove trash, litter, and other debris.
- Remove silt or other soil deposits from the bottom of the basin. Work shall be done by hand with a shovel, spade, and bucket to remove the undesired materials.

Early Summer Maintenance (early to mid-June)

- Remove weeds. Weed removal is critical before weeds go to seed. Weeds should be removed by hand to physically remove and discard the plant and root materials.
- Repair erosion or rivulets occurring on side slopes to the basin. Sediment that is deposited in the bottom of the basin will clog the surface and prevent infiltration.

End of Season Maintenance (following leaf drop)

- Remove trash, litter, and other debris.
- Blow leaves from Areas. Leaf removal should be done during dry periods to effectively remove leaves.

Rain Guardian

- Y Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

Spring Maintenance (following snow melt)

- Inspect the pretreatment chamber for debris on the top metal grate, within the chamber, and on the vertical, drop-in filter wall.
 - Clear debris from top metal grate.
 - Remove debris from inside chamber.
 - Clean filter wall.

Spring through Fall Maintenance

- Following rain events, inspect the pretreatment device. The following steps should be completed if areas of the top metal grate are clogged, the chamber is >75% full, or the vertical filter wall is clogged:
 - Clear debris from top metal grate.
 - Remove debris from inside chamber.
 - Clean filter wall.

End of Season Maintenance (following leaf drop)

- Inspect the pretreatment chamber for debris on the top metal grate, within the chamber, and on the vertical, drop-in filter wall.
 - Clear debris from top metal grate.
 - Remove debris from inside chamber.
 - Clean filter wall.

Surge Basin

- Y Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

Spring Maintenance (following snow melt)

- Remove trash, litter, and other debris.
- Remove floating debris.
- Remove deposited sediment from all storm sewer piping and surge basin, including riprap.

Early Summer Maintenance (early to mid-June)

- Remove vegetation from surge basin and riprap.

End of Season Maintenance (following leaf drop)

- Remove trash, litter, and other debris.

7575 Golden Valley Road – Suite 200
Minneapolis, MN | 763-544-7129





Board of Commissioners

Request for Board Action

Item Number: DC-3471

Agenda #: 9.2

Meeting Date: 6/25/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Accept Local Road Improvement Program Grant Agreement Funds From Minnesota Department Of Transportation For Roundabout At Intersection Of County State Aid Highway 46 And County State Aid Highway 85 In Nininger And Vermillion Townships, County Project 46-057

PURPOSE/ACTION REQUESTED

Authorize the Department Director to execute a Local Road Improvement Program (LRIP) Grant Agreement with the Commissioner of Transportation for County Project (CP) 46-057.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 46-057 (Attachment: Location Map), which consists of installing a roundabout at the intersection of County State Aid Highway (CSAH) 46 (160th Street East) and CSAH 85 (Goodwin Ave). The intersection of CSAH 46 and CSAH 85 exists today as a thru-stop-controlled intersection and has a crash and severity rate that exceeds the typical statewide average. Construction is scheduled for 2024.

By Resolution No. 23-540 (November 28, 2023), the County Board authorized staff to submit for grant funds to the 2023 LRIP for CP 46-057 and authorized the Physical Development Director to accept grant funds and execute the necessary grant agreement.

The project was selected to receive \$1,500,000 of LRIP funds from the Minnesota Department of Transportation (MnDOT) to be used for construction. By Resolution No. 24-272 (May 21, 2024), the 2024 Capital Improvement Program (CIP) Adopted Budget was amended to include the additional grant funding.

Since notifying the County of the selection to receive LRIP funding, MnDOT has the additional requirements for the board resolution of acceptance:

- The resolution must authorize the Department Director to execute a grant agreement with the Commissioner of Transportation.
- The resolution must state that the County will provide any additional needed project funding above the \$1,500,000 of LRIP funds.
- The resolution must state that any LRIP funds that were not required for the construction of the project must be returned.

Before construction of the project can begin, this resolution is needed to execute the grant

agreement. It is expected to receive bids for the project in the last week of June 2024. In order to meet the schedule of construction beginning in the first half of July, this resolution is needed before bids are received.

RECOMMENDATION

Staff recommends authorization of the Department Director to execute the LRIP Grant Agreement with the Commissioner of Transportation to obtain State funding for CP 46-057.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2024 Transportation CIP Budget includes \$2,500,000 for construction of the project. The LRIP Grant funding will provide an additional \$1,500,000 toward the construction.

The engineer's estimate for the project is \$2,503,831. Of that total, \$2,371,131 are eligible costs for the LRIP funding. After applying the \$1,500,000 LRIP funds, sufficient funds are available for the remaining costs, totaling \$1,003,831. The remaining costs are 100 percent County costs.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 46-057; and

WHEREAS, CP 46-057 is the construction of a roundabout at the intersection of County State Aid Highway (CSAH) 46 (160th Street East) and CSAH 85 (Goodwin Avenue) in Nininger and Vermillion Townships; and

WHEREAS, Dakota County is the lead agency for CP 46-057; and

WHEREAS, by Resolution No. 23-540 (November 28, 2023), the County Board authorized staff to submit for grant funds to the 2023 Local Road Improvement Program (LRIP) for CP 46-057 and authorized the Physical Development Director to accept grant funds and execute necessary grant agreement; and

WHEREAS, the Commissioner of Transportation has given notice that LRIP funding for this project is available; and

WHEREAS, by Resolution No. 24-272 (May 21, 2024), the County Board authorized the County Manager to amend the 2024 Capital Improvement Program Adopted Budget; and

WHEREAS, the amount of the grant will be determined to be \$1,500,000 by reason of the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED, That Dakota County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will fund any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required; and

BE IT FURTHER RESOLVED, That the proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

PREVIOUS BOARD ACTION

23-510; 11/14/23

23-540; 11/28/23

24-272; 5/21/24

ATTACHMENTS

Attachment: Project Location

BOARD GOALS

A Great Place to Live

A Successful Place for Business and Jobs

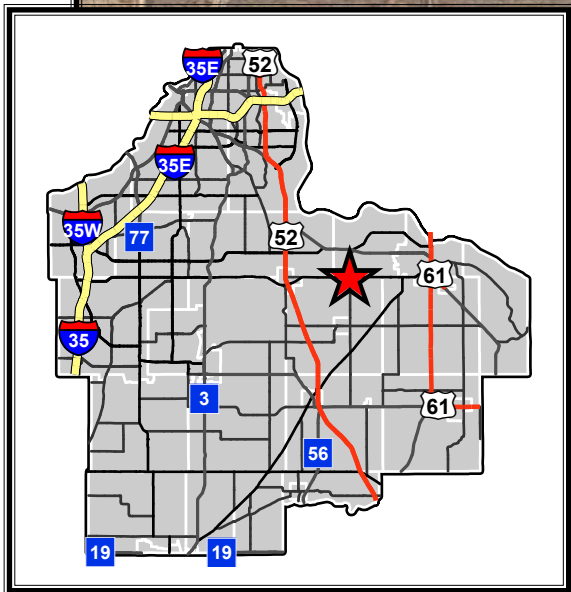
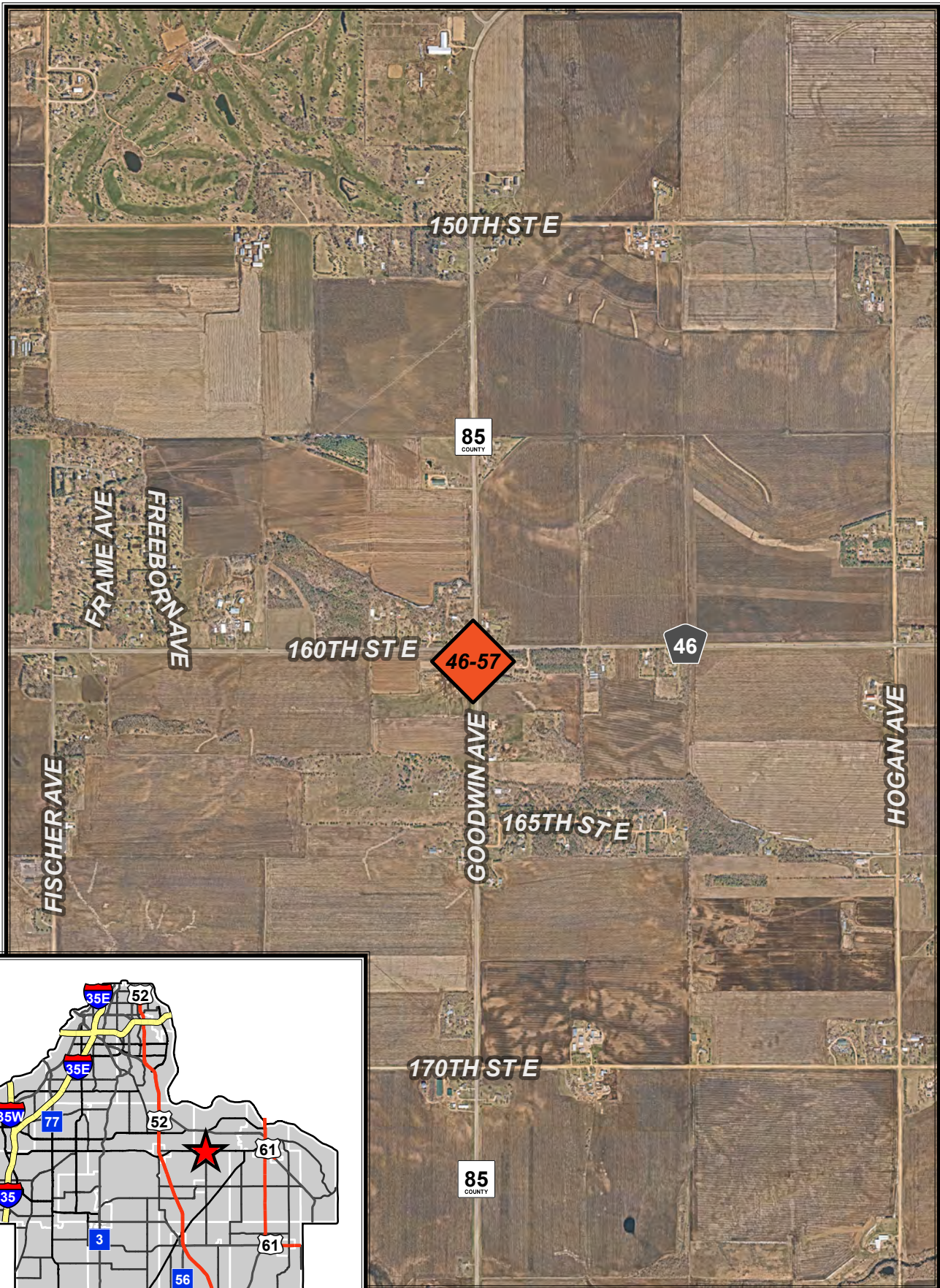
A Healthy Environment

Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Kevin Krech



C.P. 46-57



Board of Commissioners

Request for Board Action

Item Number: DC-3479

Agenda #: 9.3

Meeting Date: 6/25/2024

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:

AMBER FIELDS EIGHTEENTH ADDITION
VERMILLION COMMONS 4TH ADDITION

Rosemount
Farmington

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Maps

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

**DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY**

May 22, 2024

The Plat Commission meeting began at 1:30pm via Teams. Members present included: Todd Tollefson, Scott Peters, Kurt Chatfield, Jake Chapek, and Tom Bowlin. Others present: TJ Bentley

Plat Name:	VERMILLION COMMONS 4TH ADDITION
PID:	341125000200, 341125000210
City:	Farmington
County Road:	Future County Road 70 (220 th Street)
Current ADT (2021):	NA
Projected ADT (2040):	NA
Current Type:	4-lane, divided
Proposed Type:	4-lane, divided
R/W Guideline:	75ft ½ R/W
Spacing Guideline:	½ mile full access
Posted Speed Limit:	NA
Proposed Use:	Residential
Status:	Preliminary
Location:	SE ¼ Sec. 36-114-20
In attendance (05/22/24):	Tony Wippler (city); John Powell (city)

REVIEW 05/22/24:

This is a replat of Outlot E, VERMILLON VALLEY DEVELOPMENT. The right-of-way needs along Future CR 70 (220th St) of 75 feet of half right of way have been met. The access spacing guidelines along Future CR 70 are ½ mile full access and ¼ mile restricted.

As discussed, with the transition of undeveloped property to the west to existing and developed property to the east, including reduced speed limits, Transportation and the Plat Commission would allow a transition for full access allowance and recommend 1/3 mile full access spacing between Essex Avenue and Denmark Avenue. The one access shown on the proposed plat (Poppy Drive) meets the 1/3 mile full access spacing.

Restricted access should be shown along all of Future CR 70 (220th Street) except for Poppy Drive. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

As noted, the proposed plat should show the existing trail easement (doc. 3547428) along the west and north property boundary.

RECOMMENDATION 05/22/24:

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.

Plat Name:	AMBER FIELDS EIGHTEENTH ADDITION
PID:	341125000200, 341125000210
City:	Rosemount
County Road:	Future CR 73 (Akron Ave.)
Current ADT (2021):	N/A
Projected ADT (2040):	N/A
Current Type:	2-lane
Proposed Type:	4-lane, divided
R/W Guideline:	75ft (½ R/W)
Spacing Guideline:	¼ mile full access
Posted Speed Limit:	50 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	NE ¼; SE ¼ Sec. 34-115-19
In attendance (05/22/24):	Julia Hogan (city)

REVIEW 05/22/24:

This is a replat of Outlots B and C, AMBER FIELDS FIFTEENTH ADDITION. The right-of-way needs along Future CR 73 (Akron Ave) of 75 feet of half right of way have been met. Restricted access along Future CR 73 will be restricted with the recording of the underlying plat.

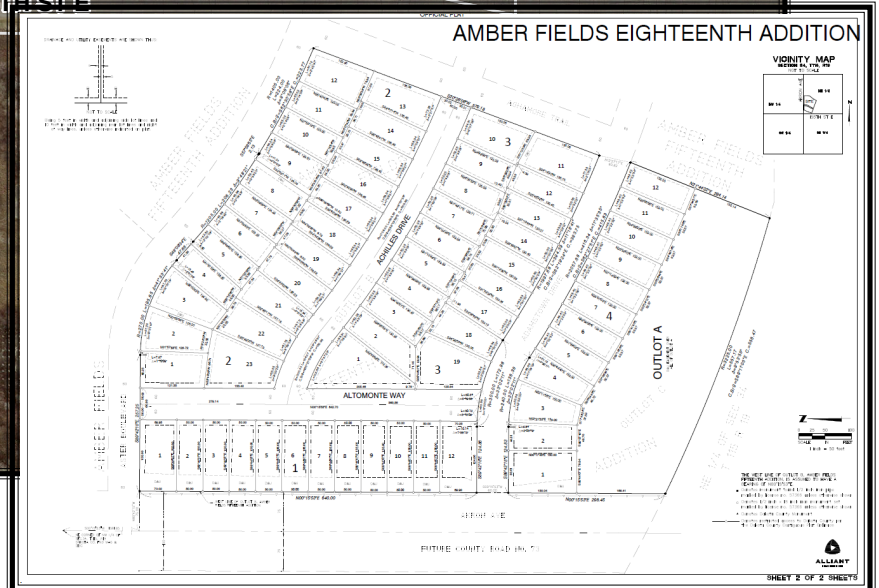
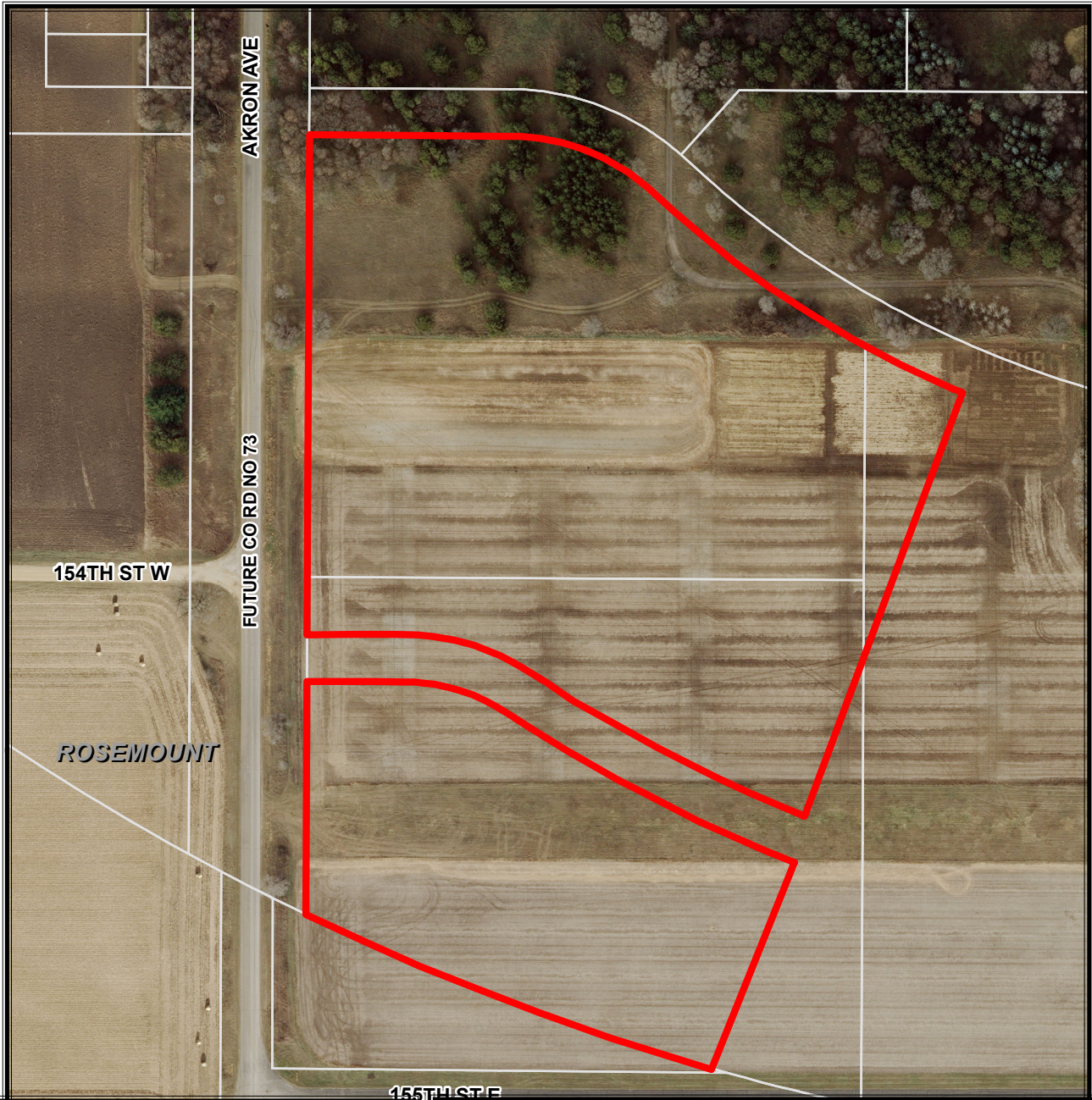
As noted, the proposed plat does not accommodate for the planned Regional Greenway (Vermillion Highlands Greenway Corridor).

RECOMMENDATION 05/22/24:

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

AMBER FIELDS EIGHTEENTH ADDITION

Prepared by Dakota County Physical Development Division





Board of Commissioners

Request for Board Action

Item Number: DC-3492

Agenda #: 9.4

Meeting Date: 6/25/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Enter Into Grant Agreement With Minnesota Department Of Transportation For State-Funded Township Bridge Replacement Projects, County Project 97-144 Located In Hampton And Douglas Townships And County Project 97-164 Located in Marshan Township

PURPOSE/ACTION REQUESTED

- Authorize entering into a grant agreement with the Minnesota Department of Transportation (MnDOT) for the construction of bridge L3285 located on Inga Avenue in Hampton and Douglas Townships, County Project (CP) 97-144.
- Authorize entering into a grant agreement with Minnesota Department of Transportation (MnDOT) for the construction of bridge L3249 located on 205th Street East in Marshan Township, CP 97-164.

SUMMARY

To provide a safe and efficient transportation system, substandard bridges on the County Road and township road networks are replaced. Two township bridges were identified and included in the 2022 Transportation Capital Improvement Program (CIP) as bridge replacement projects. The first bridge is L3285 on Inga Avenue, in Hampton and Douglas Townships and the second is bridge L3249 located on 205th Street in Marshan Township (see Attachment: Location Map). Currently, sufficient funding is not available in the County’s Township Bridge Account to replace both bridges. Additional State funding is being pursued.

Dakota County is the lead agency and recipient of the State funds to assist townships in replacing the substandard bridges. The replacement cost of bridge L3285 on Inga Avenue is estimated at \$654,000, and bridge L3249 is estimated at \$380,000. The State-funded Town Bridge Account balance is \$417,000 resulting in an estimated shortfall of approximately \$617,000.

Plans and specifications for both the projects are nearing completion. State Aid will review various account balances, including the County’s regular town bridge account and State bridge funds. After the State has approved the plans, they will request the additional funding for the \$617,000 needed to fully fund both the projects. All funding will be secured from the State to cover the construction cost prior to advertising project for construction.

RECOMMENDATION

Staff recommends authorization to enter into a grant agreement with MnDOT and accepting funds to replace bridge L3285 located on Inga Ave. in Hampton and Douglas Townships, CP 97-144 and,

bridge L3249 located on 205th Street in Marshan Township, CP 97-164.

EXPLANATION OF FISCAL/FTE IMPACTS

The Transportation CIP budget identified a total of \$400,000 in state and local funds for the replacement of CP 97-144 and CP 97-164 and a total of \$261,319 of funding remains. A budget amendment to receive the additional funding and identifying all funding sources will be included at the time of contract award for each project.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, substandard bridges on the County Road and township road networks are replaced; and

WHEREAS, bridge L3285 and bridge L3249 were identified and included in the 2022 Transportation Capital Improvement Program (CIP) as bridge replacement projects; and

WHEREAS, Dakota County is the lead agency and recipient of the State funds to assist townships in replacing the substandard bridges; and

WHEREAS, the replacement cost of bridge L3285 on Inga Avenue is estimated at \$654,000 and bridge L3249 is estimated at \$380,000; and

WHEREAS, the State-funded Town Bridge Account balance is \$417,000 resulting in an estimated shortfall of approximately \$617,000 for the construction of the two bridges; and

WHEREAS, a grant agreement with the Minnesota Department of Transportation (MnDOT) is necessary to receive the required funds necessary to construct township bridges L3285 and 3249; and

WHEREAS, MnDOT, on behalf of the County and townships, will be seeking the additional funds necessary to cover the current budget shortfall of \$617,000; and

WHEREAS, County Project 97-144 and 97-164 will not be advertised for construction until all necessary funds are secured; and

WHEREAS, staff recommends authorization to enter into a grant agreement with the Minnesota Department of Transportation and the acceptance of funds to replace bridge L3285 located on Inga Avenue in Hampton and Douglas Townships, County Project (CP) 97-144, and bridge L3249 located on 205th Street in Marshan Township, CP 97-164; and

WHEREAS, Dakota County will facilitate the bridge replacement projects, CP 97-144 and CP 97-164, utilizing Township cost-shares, the State-funded Town bridge account, and other State funds once the Town bridge account gets depleted in conjunction with the approved Minnesota Department of Natural Resources grant.

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

authorizes the Physical Development Director to execute a grant agreement with the Minnesota Department of Transportation for replacing bridge L3285, County Project 97-144 and bridge L3249, County Project 97-164, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

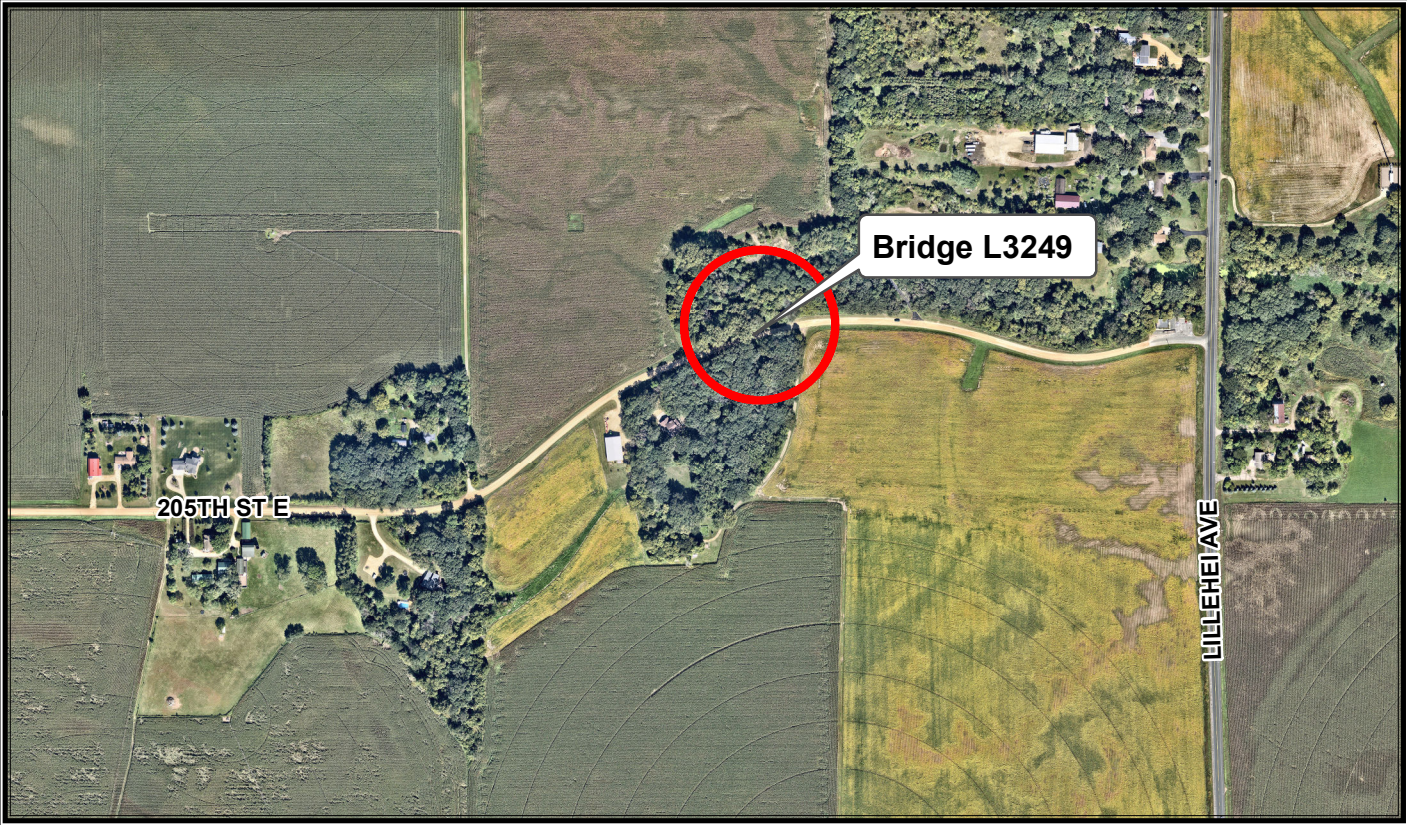
BOARD GOALS

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

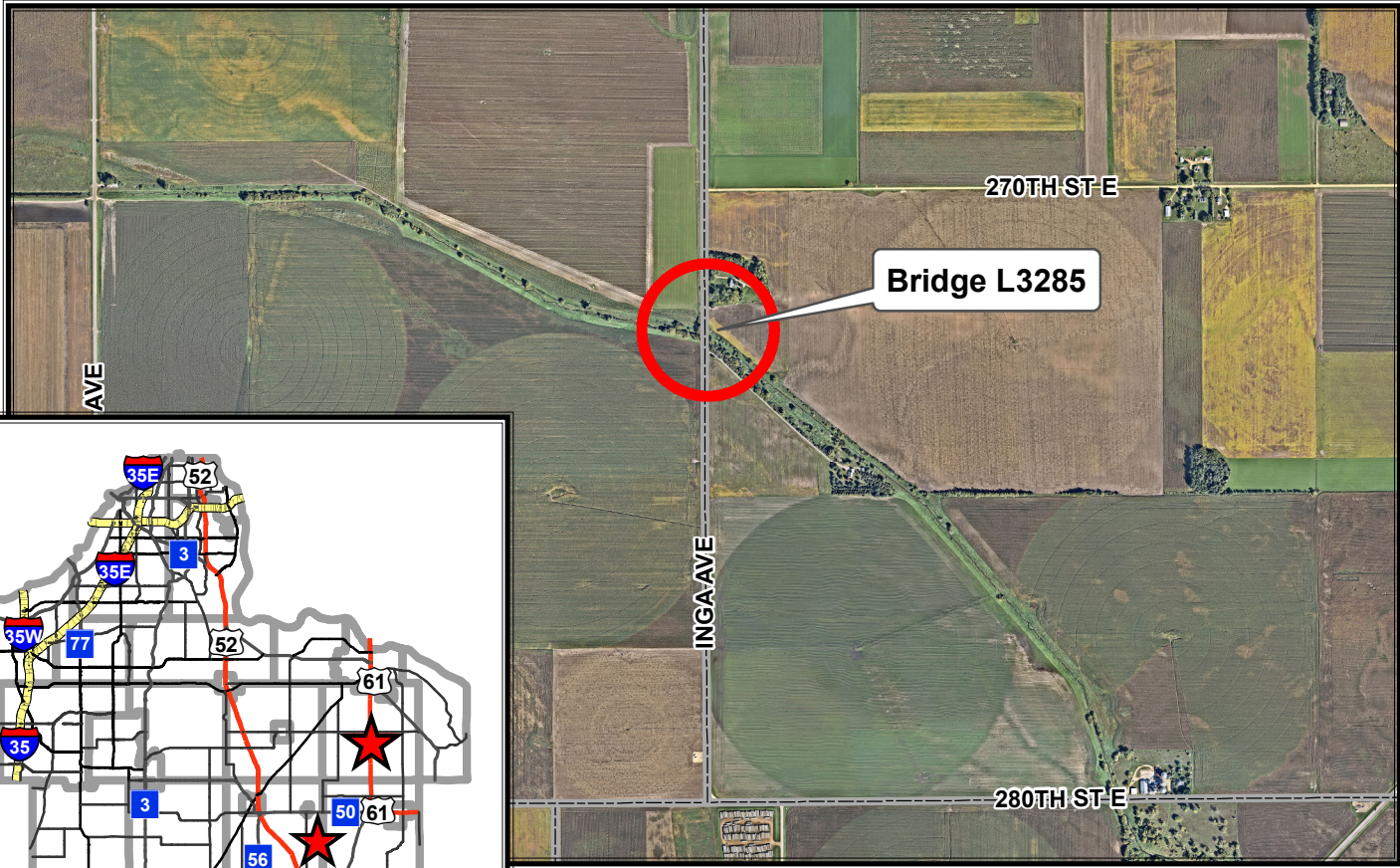
CONTACT

Department Head: Erin Laberee

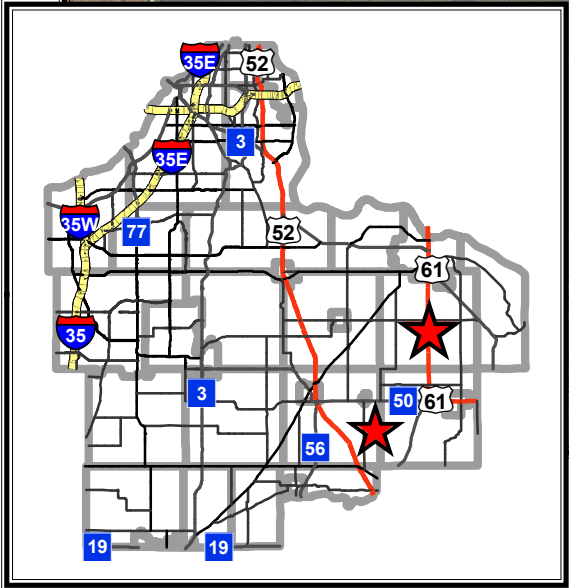
Author: Saeed Kanwar



County Project 97-164



County Project 97-144



Prepared by Dakota County Physical Development Division



Board of Commissioners

Request for Board Action

Item Number: DC-3500

Agenda #: 9.5

Meeting Date: 6/25/2024

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Approval Of Amendment To Dakota County Emergency Solutions Grant Program

PURPOSE/ACTION REQUESTED

Approve a substantial amendment to the Dakota County 2022 Emergency Solutions Grant (ESG) Program.

SUMMARY

Three types of substantial amendments to the ESG Program are permissible by the U.S. Department of Housing and Urban Development: creation of a new activity or cancellation of an activity; increase or decrease of an activity budget by \$100,000 or more at one time; and change to the location and/or national objective of an activity. The Dakota County Community Development Agency (CDA) administers the ESG program on behalf of Dakota County.

The Scott-Carver-Dakota Community Action Partnership (SCDCAP) Agency was awarded 2022 ESG funds for Rapid Re-Housing activities that assist homeless people with rental payments and provide case management to those homeless clients. The SCDCAP Agency has requested an amendment to the 2022 Dakota County Annual Action Plan to create a new ESG activity that would allow the Agency to serve people who are currently housed but at risk of becoming homeless. The new activity is called Homelessness Prevention, and the SCDCAP Agency has seen an uptick in these types of clients that need rental assistance and services. The new Homelessness Prevention activity would be funded with a budget of \$10,000. The Rapid Re-Housing activity would be left with a budget of \$25,442.

The CDA Citizen Participation Action Plan requires public notification of substantial amendments. A public notice for the ESG substantial amendment was placed in the *Star Tribune* on May 25, 2024, and on the CDA website. No comments were received.

RECOMMENDATION

Dakota County and CDA staff recommend approval of the substantial amendment to the Dakota County 2022 ESG Program.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

WHEREAS, the Scott-Carver-Dakota Community Action Partnership Agency requests a substantial amendment to the Dakota County 2022 ESG Program to create the Homelessness Prevention activity and fund it with a budget of \$10,000; and

WHEREAS, public notice of the substantial amendment was placed in the *Star Tribune* on May 25, 2024, and on the CDA website, in accordance with the approved Citizen Participation Plan process, and no public comments were received on the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the substantial amendments to the Dakota County 2022 Emergency Solutions Grant Program.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Affidavit of Publication and Public Notice

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora
Author: Maggie Dykes

AFFIDAVIT OF PUBLICATION



**STATE OF MINNESOTA)
COUNTY OF HENNEPIN)**

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 05/25/2024	DAKOTA COUNTY COMMUNITY DEV	1000368678	489146

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$207.20**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 05/28/2024

Diane E. Rak Kleszyk



Notary Public

CLASSIFIEDS + PUBLIC NOTICES

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Dakota County Community Development...

Advertiser: 0000489146-01 Agency: N/A Section-Page-Zone(s): D-5-All

Description: 0 Public Notice Dakota County Community Development Agency May 25, 2024

Ad Number: 0000489146-01 Insertion Number: N/A Size: 1 Col x 3.28 in Color Type: 0

Star Tribune Business Saturday, May 25, 2024

107 Home & Commercial Services PAINTING - G.R.'s Painting Wallpaper Removal. Woodworking...

216 General Announcements Former Northwestern Bell Employees - Please contact Derek Warkent...

Legal Notices PUBLIC NOTICE Dakota County Community Development Agency May 25, 2024

Persons seeking more information on the proposed amendments should contact Maggie Dykes...

CHIEF'S TOWING PUBLIC NOTICE Pursuant of MN Statute 168B.06 Notice of taking and sale.

107 Home & Commercial Services J. Brothers Landscaping Pavers, mowing, mulch, new sod...

LANDSCAPING & PATIOS www.HappyYardMN.com Spring clean-ups. Trees, shrub & brush removal...

Residential & Commercial 20% Off Competitors! J. Mendoza 612-990-0945

Place a classified ad today.

Mortgage Foreclosures NOTICE OF MORTGAGE FORECLOSURE SALE THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION...

107 Home & Commercial Services PAINTING - G.R.'s Painting Wallpaper Removal. Woodworking...

216 General Announcements Former Northwestern Bell Employees - Please contact Derek Warkent...

Legal Notices PUBLIC NOTICE Dakota County Community Development Agency May 25, 2024

Persons seeking more information on the proposed amendments should contact Maggie Dykes...

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Residential & Commercial 20% Off Competitors! J. Mendoza 612-990-0945

Place a classified ad today.

Mortgage Foreclosures line of Lot 1, Block 1, Prairie Woods Estates, to its intersection with the West line of said Outlet "A" (Tract C) and the South of the Westerly extension of the North line of said Lot 1, Block 1, Prairie Woods Estates...

404 Dogs GOLDEN RETRIEVER PUPPIES Available June 1, AKC registered, Vet checked, 24 month health guarantee...

Lab Fox Red Pups For Sale AKC Champion Breed 3/28/24 Breed for intelligence/hunting/family, UTD on everything, Health Guarantee \$1,400.00...

Labrador Retrievers AKC Vet checked, dew claws removed, first vaccination and wormed. Excellent blood lines. Ready to go 5/23/24...

Poodle Standard Sheds old vet checked, Health guarantee, family raised. 320-250-5041 \$1,000.00...

PUPPIES Toy/Mini Breeds Vet chkd, hith qur, shot, broken personalities! \$250 & up. Cash. 320-232-9109.

ST NEWFIES 3.5 months, 2 F, 1 M, black & white, 1st shots. \$450. Can meet or deliver. 218-350-1539

413 Horses & Livestock Wanted to buy butcher cows, bulls, & fats. Also, thin lake foundered lumpjaw. Clip & Save! 320-894-7175

442 Sports & Fitness Equipment 2022 TERRARIKE RECURRENT TANDM BICYCLE Like new! \$700. 612-239-4285

395 Misc. For Sale & Wanted Books Wanted!! \$5Cash for used books! Many topics wanted...

Disabled Man with Mental Illness Wants Donated Items Jewelry, antiques & more. Call Dan 952-884-6588

FREON WANTED Certified buyer looking for R11, R12, R22 & call Kiomara at 312-697-1976 3126971976

PINBALL MACHINES WANTED Any condition. Can pick up. 40+ yrs exp. 612-747-8458

403 Cats BENGAL KITTENS. Health guarantee, shots, microchipped, socialized 507-696-3647

404 Dogs BERNEODOODLES Mini & medium sizes tri colors \$1,200.00 507-251-1909

BOSTON TERRIER PUPPIES Born 4-3-24. Family raised, have parents, Vet Checked, first shots, dewormed, Dew claws, Purebred. Very friendly.

English Springer Spaniel puppies, AKC, 2F, 1M, lvr/wht, shots/wrm/dews, \$675. \$650 507-626-0302

English Springer Spaniel Pups, 5F 4M AKC registered amazing hunting and family dogs. Tri-color, sable colorings. Dew claws done. Vet chkd. \$1,100. \$1,000 763-290-9786

German Shepherd AKC Pups 8wk old pups ready to go 6/15/24/M/F www.westboundgermanshepherds.com \$1,500.00 320-221-3090

GOLDENDOODLE MINI PUPS red & white, non-shed. Used to children & cats. Loving! \$500. 715-773-8284

Golden Retriever puppies Dark in color, purebred AKC, vet checked Ready early June Males-1000 Females-1200 218-838-0948

POODLES TOY, M & F 13 weeks. Shots. 952-353-4774

Mortgage Foreclosures line of Lot 1, Block 1, Prairie Woods Estates, to its intersection with the West line of said Outlet "A" (Tract C) and the South of the Westerly extension of the North line of said Lot 1, Block 1, Prairie Woods Estates...

Mortgage Foreclosures PLACE OF SALE: Ramsey County Sheriff's Office Civil Process, 360 Wabasha St. N. Suite 111, St. Paul, MN...

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Mortgage Foreclosures LIEBO, WEINGARDEN, DOBIE & BARBEE, P.L.L.P. Attorneys for Mortgage/Assignee of Mortgage

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Board of Commissioners

Request for Board Action

Item Number: DC-3452

Agenda #: 10.1

Meeting Date: 6/25/2024

DEPARTMENT: Library

FILE TYPE: Consent Action

TITLE

Acceptance Of Gifts To Dakota County Library

PURPOSE/ACTION REQUESTED

To accept gifts exceeding \$1,500 to the Dakota County Library.

SUMMARY

Pursuant to Policy 1570 Gift Acceptance and adopted Donation Plan (Resolution No. 24-101, February 27, 2024), the Dakota County Board of Commissioners delegated to the County Manager or their designee, the Dakota County Library Advisory Committee, the authority to accept gifts of personal property up to \$1,500 in value for public library purposes. Gifts to Dakota County libraries with a value greater than \$1,500 are presented to the County Board for approval and acceptance.

- Friends of Wescott Library donated \$3,025.00 for STEM programming.

RECOMMENDATION

The Dakota County Library Director recommends, and the Library Advisory Committee supports acceptance of this gift. Letters of thanks have been prepared for Commissioner signatures.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, pursuant to Policy 1570 Gift Acceptance and adopted Donation Plan (Resolution No. 24-101, February 27, 2024), the Dakota County Board of Commissioners delegated to the County Manager or their designee, the Dakota County Library Advisory Committee, the authority to accept gifts of personal property up to \$1,500 in value for public library purposes; and

WHEREAS, the Dakota County Board of Commissioners must approve and accept gifts to County libraries with a value greater than \$1,500; and

WHEREAS, these donations will greatly enrich the capacity of Dakota County Library to offer valuable materials and programs to customers; and

WHEREAS, the Dakota County Library Advisory Committee supports acceptance of these gifts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts \$3,025 from Friends of Wescott Library for STEM programming; and

BE IT FURTHER RESOLVED, That the adopted 2024 budget be amended as follows:

Revenue

Wescott Gifts \$3,025

Total Revenue \$3,025

Expense

Wescott Gifts \$3,025

Total Expense \$3,025

PREVIOUS BOARD ACTION

24-101; 2/27/24

ATTACHMENTS

Attachment: Letter to Wescott Friends

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Margaret Stone

Author: Kathy Peterson



June 25, 2024

John Elliott, President
Friends of the Wescott Library
1340 Wescott Road
Eagan, MN 55068

Dear Mr. John Elliot:

Thank you so much for your generous donation of \$3025.00 made on May 14, 2024. This donation was used to fund Middle School and Home School STEM programming.

County Board members join me in thanking you and the Wescott Friends for your generous support.

Best Regards,

Joe Atkins, Chair
Dakota County Commissioners

Laurie Halverson
Commissioner, District 3

County Board of Commissioners

P 651-438-4418 **W** www.dakotacounty.us
A Dakota County Administration Center • 1590 Highway 55 • Hastings • MN 55033





Board of Commissioners

Request for Board Action

Item Number: DC-3478

Agenda #: 10.2

Meeting Date: 6/25/2024

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Approve Intoxicating Liquor Consumption and Display (set up) Permit for United Steel Workers, Local 662.

SUMMARY

Pursuant to Minn. Stat. §340A.414, the Commissioner of Public Safety can issue an on-business-premises intoxicating liquor Consumption and Display Permit only after approval by the governing body of the county in which the establishment is located. The County Attorney and County Sheriff have reviewed the application and find that the applicant is eligible to be permitted. Vermillion Township approved the application on June 6, 2024 at their regular monthly meeting.

<u>Establishment</u>	<u>Address</u>	<u>Township</u>	<u>Fee</u>
United Steel Workers, Local 662	18990 Goodwin Ave, Hastings	Vermillion	\$277.00

RECOMMENDATION

Staff recommends approval of United Steel Workers, Local 662’s application for Consumption and Display (set up) Permit for the period of April 1, 2024 through March 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

Revenue from the license fees totals \$277.00 and is included in the current approved budget.

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

RESOLUTION

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, 2024 through March 31, 2025; 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 businesses premises 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, 2024 through March 31, 2025, 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	\$277.00	Consumption and Display (Set Up) Permit
--------------------------------	----------	---

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell
Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-3481

Agenda #: 10.3

Meeting Date: 6/25/2024

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application To Conduct Excluded Bingo For Farmington Lions Club

PURPOSE/ACTION REQUESTED

Approve the application from Farmington Lions Club to conduct excluded bingo during the Dakota County Fair from August 5-11, 2024, and located at the Dakota County Fairgrounds.

SUMMARY

Gambling Permits are governed by the Minnesota Gambling Control Board. Nonprofit organizations may conduct raffles, bingo and other forms of lawful gambling activities according to Minnesota law. Lawful gambling activities consists of the operation, conduct or sale of bingo, raffles, paddle wheels, tip-boards and pull-tabs. A nonprofit organization that conducts bingo on four or fewer events or up to 12 consecutive days in conjunction with a county fair or civic celebration in a calendar year is excluded from licensing and other statutory requirements but must obtain an "excluded bingo permit" to conduct the gambling activity. Before approving the permit, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in the township. An application was received from Farmington Lions Club to conduct excluded bingo during the Dakota County Fair from August 5-11, 2024, at the Dakota County Fairgrounds located in Castle Rock Township. Castle Rock Township approved the application on April 22, 2024.

RECOMMENDATION

Staff recommends approval of the application.

EXPLANATION OF FISCAL/FTE IMPACTS

No fee is charged as Farmington Lions Club is a tax-exempt organization.

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

RESOLUTION

WHEREAS, off-site gambling permits are issued by the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township; and

WHEREAS, an application to conduct excluded bingo during the Dakota County Fair from August 5-11, 2024 at Dakota County Fairgrounds in Castle Rock Township has been submitted by the

Farmington Lions Club; and

WHEREAS, Castle Rock Township reviewed the application on April 22, 2024; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed gambling activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Farmington Lions Club to conduct excluded bingo activities during the Dakota County Fair from August 5-11, 2024 at the Dakota County Fairgrounds in Castle Rock Township.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-3514

Agenda #: 10.4

Meeting Date: 6/25/2024

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application For Exempt Permit For Minnesota Paint Horse Association To Hold Raffle

PURPOSE/ACTION REQUESTED

Approve the application from Minnesota Paint Horse Association for an Exempt Permit to hold a raffle at Simon’s Arena in Randolph Township on July 27, 2024.

SUMMARY

Gambling licenses are governed by the Minnesota Gambling Control Board. Nonprofit organizations may conduct raffles, bingo and other forms of lawful gambling according to Minnesota law. Lawful gambling consists of the operation, conduct or sale of bingo, raffles, paddle wheels, tip-boards and pull-tabs. Before approving the permit, the Minnesota Gambling Control Board requires county approval of an application when the gambling premises is located in a township. An application was received from the Minnesota Paint Horse Association for an Exempt Permit to hold a raffle at Simon’s Arena in Randolph Township on July 27, 2024. This organization is exempt from all requirements that apply to licensed gambling but must comply with the requirements set forth in Minn. Stat. §349.166, subd. 2(a).

RECOMMENDATION

Staff recommends approval of the application.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, gambling licenses are issued by the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township; and

WHEREAS, as application for an Exempt Permit to hold a raffle at Simon’s Arena in Randolph Township has been submitted by the Minnesota Paint Horse Association; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having

jurisdiction over the proposed gambling activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from the Minnesota Paint Horse Association to hold an Exempt Permit for a raffle at Simon's Arena in Randolph Township on July 27, 2024.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-3530

Agenda #: 10.5

Meeting Date: 6/25/2024

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application For Off-Site Gambling For Lakeville Lions

PURPOSE/ACTION REQUESTED

Approve the application from Lakeville Lions to conduct off-site gambling at the Dakota County Fairgrounds from August 5-11, 2024.

SUMMARY

Gambling Permits are governed by the Minnesota Gambling Control Board. Nonprofit organizations may conduct raffles, bingo and other forms of lawful gambling activities according to Minnesota Law. Lawful gambling activities consists of the operation, conduct or sale of bingo, raffles, paddle wheels, tip-boards and pull-tabs. Before approving the permit, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township. An application was received from Lakeville Lions to conduct off-site gambling activities at the Dakota County Fairgrounds in Castle Rock Township from August 5-11, 2024, during the Dakota County Fair. Castle Rock Township approved the application on June 11, 2024.

RECOMMENDATION

Staff recommends approval of the application.

EXPLANATION OF FISCAL/FTE IMPACTS

No fee is charged as Lakeville Lions is a tax-exempt organization.

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

RESOLUTION

WHEREAS, off-site gambling permits are issued by the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township; and

WHEREAS, an application to conduct off-site gambling at Dakota County Fairgrounds in Castle Rock Township from August 5-11, 2024 has been submitted by the Lakeville Lions; and

WHEREAS, Castle Rock Township approved the application on June 11, 2024; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed gambling activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Lakeville Lions to conduct off-site gambling activities at the Dakota County Fairgrounds in Castle Rock Township from August 5-11, 2024.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell
Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-3532

Agenda #: 10.6

Meeting Date: 6/25/2024

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application For Temporary Intoxicating On-Sale Liquor License During Dakota County Fair For Dakota County Agricultural Society, Inc.

PURPOSE/ACTION REQUESTED

Approve the application from the Dakota County Agricultural Society, Inc. for a temporary intoxicating on-sale liquor license during the Dakota County Fair.

SUMMARY

The Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division will not issue a 7-day temporary on-sale intoxicating liquor license to the agricultural society for sales during the county fair without prior approval by the county board. An application has been received from the Dakota County Agricultural Society, Inc. to sell intoxicating liquor during the Dakota County Fair that is held August 5-11, 2024, at the Dakota County Fairgrounds located in Castle Rock Township. Castle Rock Township approved the application on June 11, 2024.

RECOMMENDATION

Staff recommends approval of the license.

EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from this license is \$103.00.

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

RESOLUTION

WHEREAS, an application was received from the Dakota County Agricultural Society, Inc. for a 7-day temporary on-sale intoxicating liquor license for the Dakota County Fair held August 5-11, 2024 at the Dakota County Fairgrounds in Castle Rock Township; and

WHEREAS, Castle Rock Township approved the application on June 11, 2024; and

WHEREAS, the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division will not issue a 7-day temporary on-sale intoxicating liquor license for the agricultural society for sales during the county fair without prior approval by the County Board.

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

approves the application from the Dakota County Agricultural Society, Inc. for a 7-day temporary on-sale intoxicating liquor license from August 5-11, 2024 during the Dakota County Fair held at the Dakota County Fairgrounds in Castle Rock Township; and

BE IT FURTHER RESOLVED, That the Public Services and Revenue Division is authorized to approve the application and upon payment of the proper fees, submit it to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division to issue the license.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-3509

Agenda #: 10.7

Meeting Date: 6/25/2024

DEPARTMENT: Property Taxation and Records

FILE TYPE: Consent Information

TITLE

Scheduling Of Public Meeting To Hear Comments On Classification Of Tax-Forfeited Properties As Non-Conservation

PURPOSE/ACTION REQUESTED

Schedule a public meeting to hear comments on the classification of tax-forfeited properties as non-conservation (saleable). It is requested that this public meeting be added to the agenda of the regularly scheduled County Board meeting on September 10, 2024.

SUMMARY

Minn. Stat. § 282.01 Subd. 1 requires the County to hold a public meeting prior to the adoption of the classification of tax-forfeited property as conservation or non-conservation. This may be held as part of any regular or special meeting. Comments and input are encouraged from agencies and individuals having knowledge of surrounding properties or plans of proposed use prior to the final decision on classification.

Properties within city limits are classified as non-conservation and are available made for sale to the public at auction. Conservation land should be maintained and managed by a governmental unit for public benefit. At this time, no tax-forfeited land is being recommended to be classified as conservation.

Notice of the public meeting must be given to interested parties, agencies, and cities as well as posted on the County's website no more than 90 days before and no less than 60 days before the meeting date. With County Board approval, the date for the public meeting will be held during the regular board meeting on September 10, 2024, at 9:00 a.m. in the Dakota County Administration Center at 1590 Highway 55 Hastings, MN 55033. The notice of the public meeting for the classification of tax-forfeited property must be published once at least 30 days before the meeting in a newspaper of general circulation in the County. With County Board approval, the publication of the public notice for classification of tax-forfeited property will be August 8, 2024, in the Hastings Journal; the current official newspaper of Dakota County.

Property-specific information and proposed classifications will be discussed at the regular board meeting on September 10, 2024.

RECOMMENDATION

Dakota County staff recommends the County Board schedule a public meeting on September 10, 2024, at 9:00 a.m. in the Dakota County Boardroom to hear comments on the classification of tax-

forfeited property. County staff further recommends the County Board authorize staff to mail notices to interested parties, adjacent owners, municipalities, and County Departments, as well as post on the County’s website and publish notice of the meeting date and list tax-forfeited properties being classified by dates necessary to comply with Minn. Stat. § 282.01 Subd. 1.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, Minn. Stat. § 282.01 Subd. 1 requires the County Board to hold a public meeting regarding the classification of tax-forfeited property as conservation or non-conservation; and

WHEREAS, notice of the public meeting date must be mailed, delivered, or made available electronically at least 60, but no more than 90, days before the meeting date and published at least 30 days before the public meeting in a newspaper of general circulation in the County; and

WHEREAS, the public meeting will be added to the agenda of the regularly scheduled meeting.

NOW, THEREFORE, BE IT RESOVLED, That the Dakota County Board of Commissioners hereby schedules a public meeting for September 10, 2024, at 9:00 a.m. in the Boardroom, Administration Center, 1590 Highway 55 Hastings, MN 55033, to receive comments regarding the classification of tax-forfeited property as conservation or non-conservation; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs the staff to mail notices to interested parties, adjacent owners, municipalities, and County Departments, as well as post on the County’s website and publish notice of the public hearing in a newspaper of general circulation and list tax-forfeited properties being classified by dates necessary to comply with Minn. Stat. § 282.01 Subd. 1.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Notice of Public Meeting to Hear Comments

BOARD GOALS

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

CONTACT

Department Head: Amy Koethe
Author: Airabella Lepinski

Notice of Public Meeting to Hear Comments on the Classification of Tax-Forfeited Parcels

Notice is hereby given that the Dakota County Board of Commissioners will receive comments on the classification of tax-forfeited property as conservation or non-conservation at the regular monthly meeting at 9:00 a.m. on September 10, 2024, in the Dakota County Board Room, Dakota County Administration Center, 1590 Highway 55, Hastings MN 55033.

Interested agencies, groups, or persons attending the meeting have the right to provide written or oral comments. Copies of the list of properties can be requested from Property Taxation and Records by calling 651-438-4376 or emailing taxation@co.dakota.mn.us. Prior to the public meeting, written comments may be addressed to Dakota County PT&R – Tax-Forfeited Property, 1590 Highway 55, Hastings MN 55033.



Board of Commissioners

Request for Board Action

Item Number: DC-3533

Agenda #: 10.8

Meeting Date: 6/25/2024

DEPARTMENT: Property Taxation and Records

FILE TYPE: Consent Action

TITLE

Authorization To Participate In Proposed Class Action Settlement, Sharon Sporleder v. State Of Minnesota

PURPOSE/ACTION REQUESTED

Authorize Dakota County to participate in the settlement and delegate authority to Interim County Manager to execute any documents required to effectuate the settlement, including any required settlement agreement in the Sporleder lawsuit.

SUMMARY

In May 2023, the United States Supreme Court determined that Minnesota's tax-forfeiture law was unconstitutional, reasoning that it allowed the State to take real property from its owner without providing just compensation. Shortly thereafter, Sharon Sporleder started a class action lawsuit to recover damages on behalf of all Minnesotans who had their real property tax forfeited but had not been paid just compensation.

A proposed settlement has been reached wherein the State would create a settlement fund and the legislature would revise the tax forfeiture law to ensure it was constitutional. Settlement was conditioned on the State agreeing to the terms.

On May 17, 2024, the State modified the tax forfeiture law and signed the settlement into law. The State created a \$109 million fund from which claimants could seek compensation. All counties are allowed-but not required-- to participate in the settlement. The potential claim for compensation by prior owners from tax forfeited land sold in Dakota County is \$2.23 million.

If a county participates, all claims against it for damages resulting from tax forfeitures before January 1, 2024, are released, including the claims in the Sporleder lawsuit. While counties are not required to directly contribute to the settlement fund, they are required to "reimburse" the State by remitting 75-85% of the proceeds of the sales of currently forfeited properties to the State. Dakota County has 18 tax forfeiture parcels that qualify for the reimbursement to the State. An estimated maximum of \$550,000 could potentially be reimbursed to the State from the proceeds of the sale of these 18 parcels sold at auction.

If a county does not participate, it must notify the State by August 1, 2024. In that event, the county retains all risk of liability for claims related to properties forfeited before January 1, 2024. The State would not be financially responsible for claims related to those properties and could seek indemnification from counties that choose not to participate for any expenses or judgments related to

those properties.

Dakota County Property Taxation & Records Department seek approval for Dakota County to participate the settlement. Dakota County Property Taxation & Records Department expects most, if not all, counties to participate in the settlement.

RECOMMENDATION

Authorize Dakota County to participate in the settlement and delegate authority to Interim County Manager to execute any documents required to effectuate the settlement, including any required settlement agreement in the Sporleder lawsuit.

EXPLANATION OF FISCAL/FTE IMPACTS

There are 18 tax forfeited parcels that qualify for the 75 percent-85 percent reimbursement to the State of Minnesota once the properties are sold at auction. When the tax forfeited parcels are sold, the county would reimburse the state from the proceeds from the sell. All transaction for the reimbursement will come from the tax forfeiture fund and would not impact the county budget. The remainder of the money will follow the tax forfeiture distribution process where the money would be distributed back to the county, cities/towns, and school districts. An estimated maximum of \$550,000 could potentially be reimbursed to the State from the proceeds of the sale of these 18 parcels sold at auction.

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

RESOLUTION

WHEREAS, the United States Supreme Court determined that Minnesota’s tax-forfeiture law was unconstitutional, reasoning that it allowed the State to take real property from its owner without providing just compensation; and

WHEREAS, the parties agreed to settle wherein the State would create a settlement fund and the legislature would revise the tax forfeiture law to ensure it was constitutional; and

WHEREAS, on May 17, 2024, the State modified the tax forfeiture law and signed the settlement into law; and

WHEREA, the State created a \$109 million fund from which claimants could seek compensation; and

WHEREAS, Dakota County Property Taxation & Records Department seek approval for Dakota County to participate in the settlement; and

WHEREAS, Dakota County Property Taxation & Records Department expects most, if not all, counties to participate in the settlement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorize Dakota County to participate in the settlement and authorize Interim County Manager to execute any documents required to effectuate the settlement, including any required settlement agreement in the Sporleder lawsuit.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Settlement Agreement

Attachment: Settlement Execution Page

BOARD GOALS

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

CONTACT

Department Head: Amy Koethe

Author: Airabella Lepinski

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT
Case Type: Civil Other**

GERALDINE TYLER, on behalf of herself and all
others similarly situated,

Case No.: 62-CV-19-6012

Plaintiff,

CLASS ACTION

v.

HENNEPIN COUNTY, MINNESOTA, et al.,

Defendants.

SHARON SPORLEDER, on behalf of herself and all
others similarly situated,

Case No.: 62:CV-23-3405

Plaintiff,

CLASS ACTION

v.

STATE OF MINNESOTA, et al.,

Defendants.

DARRIN L. DEMARS and SALLY TRENTI TURK,
on behalf of themselves and all others similarly situated,

Case No.: 69-H1-CV-23-713

Plaintiffs,

CLASS ACTION

v.

ST. LOUIS COUNTY, MINNESOTA, et al.,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement, which memorializes terms agreed to on February 28, 2024 is made and entered into by and between: (i) Plaintiffs Geraldine Tyler, Sharon Sporleder, Darrin Demars and Sally Trenti Turk (“Lead Plaintiffs”), on behalf of themselves and each Settlement Class

Member¹; and (ii) Defendants the State of Minnesota (the “State”); Cynthia Bauerly, in her official capacity as Commissioner, Minnesota Department of Revenue; Robert Doty, in his official capacity as Commissioner, Minnesota Department of Revenue; Lee Ho, in his official capacity as Commissioner, Minnesota Department of Revenue; Paul Marquardt, in his official capacity as Commissioner, Minnesota Department of Revenue; Hennepin County, Mark V. Chapin, Auditor-Treasurer, in his official capacity, and Daniel Rogan, Auditor-Treasurer, in his official capacity; Anoka County and Pam Leblanc Director, Property Records & Taxation, in her official capacity; Blue Earth County and Mike Stalberger, Auditor-Treasurer, in his official capacity; Carver County and Mary Kaye Wahl, Treasurer, and Crystal Campos, Auditor, in their official capacities; Chisago County and Bridgitte Konrad, Auditor-Treasurer, in her official capacity; Clay County and Lori Johnson, Auditor-Treasurer, in her official capacity; Crow Wing County and Deborah Erickson, Administrative Services Director, in her official capacity; Dakota County and Amy Koethe, Auditor-Treasurer-Recorder, in her official capacity; Goodhue County and Brian Anderson, Auditor-Treasurer, in his official capacity; Olmsted County and Kasondra Allen, Auditor-Treasurer, in her official capacity; Otter Tail County and Wayne Stein, Auditor-Treasurer, in his official capacity Ramsey County and Heather Bestler, Auditor-Treasurer, in her official capacity; Rice County and Denise M. Anderson, Property Tax Administrator & Elections Director, in her official capacity; Scott County and Cindy Geis, Auditor-Treasurer, in her official capacity; Sherburne County and Diane Arnold, Auditor-Treasurer, in her official capacity; St. Louis County and Nancy Nilsen, Auditor-Treasurer, in her official capacity; Stearns County and Randy Schreifels, Auditor-Treasurer, in his official capacity; Washington County and Jennifer Wagenius, Director Property Records & Taxpayer Services, in her official capacity; Winona County and Chelsi Wilbright, Auditor-

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in ¶III.1 herein.

Treasurer, in her official capacity; and Wright County and Robert Hiivala, Auditor-Treasurer, in his official capacity (“Defendants”) (collectively, Lead Plaintiffs, Defendants and the Participating Counties (defined below) will be referred to as the “Parties”), by and through their undersigned counsel.

This Agreement is intended to fully, finally, and forever compromise, resolve, discharge, release, settle, and dismiss with prejudice the Litigation and the Released Claims, subject to the approval of the Court and the terms and conditions set forth in this Agreement.

I. THE LITIGATION

The above-captioned class action cases that are the subject of this Agreement are pending before the Honorable Chief Judge Leonardo Castro of the Ramsey County District Court (the “Court”) under the captions *Tyler v. Hennepin County* (Case No. 62-CV-19-6012, Ramsey Cnty. April 2, 2020) (“*Tyler*”), *Demars v. St. Louis County* (Case No. 69-H1-CV-23-713, St. Louis Cnty. July 18, 2023) (“*Demars*”), and *Sporleder v. State of Minnesota*, (Case No. 62-CV-23-3405, Ramsey Cnty. June 23, 2023) (“*Sporleder*”) (together, the “Litigation”). The complaints in the Litigation allege, among other things, that the Defendants and a defendant class of all Minnesota counties violated the Minnesota and United States Constitutions by taking properties for nonpayment of Property Tax Obligations without compensating the property owners for the value of their properties in excess of the Property Tax Obligations.

Tyler v. Hennepin County was filed on August 16, 2019 on behalf of a putative class of Hennepin County property owners who lost their properties in tax forfeitures. On April 2, 2020, Defendant Hennepin County removed the case to the United States District Court for the District of Minnesota (Case No. 20-CV-0889 (D. Minn.)). On December 4, 2020, *Tyler* was dismissed pursuant to a motion brought under Rule 12, Fed. R. Civ. P. (505 F. Supp. 3d 879), and the dismissal was

appealed. On February 16, 2022, the United States Court of Appeals for the Eighth Circuit affirmed. *Tyler v. Hennepin County*, 26 F.4th 789 (8th Cir. 2022). On January 13, 2023, the United States Supreme Court issued a writ of certiorari to the Eighth Circuit (143 S.Ct. 644), and on May 25, 2023, the United States Supreme Court reversed and remanded, holding unanimously that plaintiff Geraldine Tyler plausibly alleged a taking under the Fifth Amendment of the U.S. Constitution and that it was error to dismiss her case for failing to state a claim. *Tyler v. Hennepin County*, 598 U.S. 631, 143 S.Ct. 1369 (2023).

On June 28, 2023, *Tyler* was remanded back to the United States District Court for the District of Minnesota (Case No. 20-CV-0889 (Dkt. 59)). *Demars* was commenced on June 2, 2023 as to certain defendants in the St. Louis County District Court, naming the State of Minnesota, the commissioner of the Minnesota Department of Revenue, and St. Louis County as defendants on behalf of a putative plaintiff class of St. Louis County property owners. *Sporleder* was filed on June 23, 2023, naming as defendants the State of Minnesota, current and former commissioners of the Minnesota Department of Revenue in their official capacities, and twenty Minnesota counties and certain officials thereof in their official capacities as defendants. The complaint in *Sporleder* sought certification of a defendant class of all Minnesota counties and a plaintiff class of Minnesota property owners.

On August 17, 2023, the Minnesota Supreme Court assigned *Sporleder* and *Demars* and all pending and future cases “concerning the constitutionality of Minnesota’s property tax forfeiture statutes” to Chief Judge Leonardo Castro in Ramsey County District Court. On September 19, 2023, based on a stipulation of the parties, *Tyler* was remanded to Ramsey County District Court, Second Judicial District. (Case No. 20-CV-0889 (Dkt. 75)). On September 29, 2023, *Tyler* was reassigned

to Chief Judge Castro. On November 20, 2023, Chief Judge Castro entered an order staying discovery pending settlement discussions.

II. SETTLEMENT NEGOTIATIONS

The Parties have engaged in vigorous, arms-length settlement negotiations aimed at resolving the Litigation on a statewide basis, including certification of a plaintiff Settlement Class. These negotiations spanned over eight (8) months, ultimately concluding after three in-person day-long mediation sessions and multiple additional telephone and video meetings between counsel for the Parties. The mediation sessions were conducted by the Honorable James Rosenbaum, Chief Judge, United States District Court for the District of Minnesota (retired).

An agreement-in-principle as reflected in a Settlement Terms Sheet was executed by the Lead Plaintiffs and certain Defendants on February 28, 2024, subject to the negotiation and execution of this final Agreement (including all conditions herein), enactment of a legislative appropriation by the State of Minnesota Legislature to fund the Settlement, the deposit of the \$109 million Settlement Amount into the Escrow Account to be operated for tax purposes as a Qualified Settlement Fund (“QSF”), satisfaction of all notice, due process and other requirements of the Minnesota and United States Constitutions, the Minnesota Rules of Civil Procedure and approval by the Court.

This Agreement reflects the Parties’ final and binding agreement, and a compromise of all matters that are or could have been in dispute between the Parties. This factual recitation is subject to and qualified by the more specific and detailed terms set forth below.

III. TERMS OF THE SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the Parties as follows:

1. **Definitions.** In addition to the terms defined above in parentheses, the following terms, when capitalized, have the meanings specified below when used in this Agreement:

- 1.1. “Additional Review” means the additional review either required by ¶3.4.E.2 or made at the request of Defendants’ Lead Counsel in accordance with ¶3.4.E.1 below, to determine the Surplus Value for Presumptive Eligible Properties, and therefore, to determine whether such Presumptive Eligible Properties constitute Eligible Properties for purposes of this Settlement.
- 1.2. “Approved Claim” means a Claim that the Claims Administrator has approved as valid pursuant to the terms of the Settlement and any order of the Court.
- 1.3. “Approved Claimant” means a Person who submitted an Approved Claim.
- 1.4. “Bank” means the financial institution selected by Lead Plaintiffs’ Class Counsel, with input from Defendants’ Lead Counsel, to hold the Escrow Account and serve as the Escrow Agent and Section 468B Administrator.
- 1.5. “Claim” means a paper or online claim submitted on a Claim Form to the Claims Administrator. All Claims are subject to review and approval as Approved Claims upon satisfaction of all requirements of this Agreement.
- 1.6. “Claimant” means any Person who submits a Claim to the Claims Administrator claiming any ownership interest, lien or other security interest, in a Property forfeited during the relevant Class Period. For the avoidance of doubt, a Claim may not seek recovery for an *ad valorem* property tax lien.

- 1.7. “Claim Form” means the form, whether on paper or online, that a Settlement Class Member must complete and submit to the Claims Administrator to seek a Settlement Payment from the Net Settlement Fund. The Claim Form shall be substantially in the form attached to the Preliminary Approval Order.
- 1.8. “Claims Administrator” means the Person, selected by Lead Plaintiffs’ Class Counsel with input from Defendants’ Lead Counsel and thereafter approved by the Court, to implement and carry out the Notice Plan, administer the Claims pursuant to the Plan of Allocation, calculate the Settlement Payments due for Approved Claims, and oversee distribution of the Settlement Payments to Approved Claimants from the Escrow Account(s).
- 1.9. “Class Notice” means all forms of notice to Settlement Class Members set forth in the Notice Plan or otherwise approved by the Court, including written documents informing Settlement Class Members of their rights, opportunities, and obligations under this Agreement and discussed in ¶ 5.2.
- 1.10. “Class Period” means the period beginning on the Class Period start date through and including December 31, 2023. The Class Period start dates are as follows:
 - A. For Eligible Properties within Hennepin County, August 16, 2012;
 - B. For Eligible Properties within St Louis County, June 2, 2016; and
 - C. For Eligible Properties within all other Minnesota counties, June 23, 2016.
- 1.11. “Claims Period” means the period beginning on the Notice Date and ending 270 days later.
- 1.12. “Counties” means each of the 87 counties of the State of Minnesota.

- 1.13. “County-Related Persons” means the former and current administrators, employees, officials (including, but not limited to, county treasurers, clerks and assessors), insurers, managers, agents, contractors, representatives, and attorneys of a Participating County.
- 1.14. “Court” means the Ramsey County District Court, Second Judicial District of Minnesota.
- 1.15. “Dataset” means the data contained in spreadsheet format gathered and produced to Lead Plaintiffs’ Class Counsel as of May 21, 2024 by the Counties that states, among other things, the Sale Prices and Estimated Market Values for all identified Eligible Properties.
- 1.16. “Date of Forfeiture” means the date of the expiration of the time set by Minnesota law to redeem the property prior to the transfer of absolute title to the State of Minnesota. For Eligible Properties listed on the Dataset, the Date of Forfeiture shall presumptively—subject to correction if shown to be erroneous—be the date listed on Column E of the Dataset.
- 1.17. “Defendants” means: the State of Minnesota (the “State”); Cynthia Bauerly, in her official capacity as Commissioner, Minnesota Department of Revenue; Robert Doty, in his official capacity as Commissioner, Minnesota Department of Revenue; Lee Ho, in his official capacity as Commissioner, Minnesota Department of Revenue; Paul Marquardt, in his official capacity as Commissioner, Minnesota Department of Revenue; Hennepin County, Mark V. Chapin, Auditor-Treasurer, in his official capacity, and Daniel Rogan, Auditor-Treasurer, in his official capacity;, Anoka County and Pam Leblanc Director, Property Records & Taxation, in her official capacity; Blue Earth County and Mike Stalberger, Auditor-Treasurer, in his official capacity; Carver County and Mary Kaye Wahl, Treasurer, and Crystal Campos, Auditor, in their official capacity; Chisago County and Bridgitte Konrad, Auditor-Treasurer, in her official capacity; Clay

County and Lori Johnson, Auditor-Treasurer, in her official capacity; Crow Wing County and Deborah Erickson, Administrative Services Director, in her official capacity; Dakota County and Amy Koethe, Auditor-Treasurer-Recorder, in her official capacity; Goodhue County and Brian Anderson, Auditor-Treasurer, in his official capacity; Olmsted County and Kasondra Allen, Auditor-Treasurer, in her official capacity; Otter Tail County and Wayne Stein, Auditor-Treasurer, in his official capacity; Ramsey County and Heather Bestler, Auditor-Treasurer, in her official capacity; Rice County and Denise M. Anderson, Property Tax Administrator & Elections Director, in her official capacity; Scott County and Cindy Geis, Auditor-Treasurer, in her official capacity; Sherburne County and Diane Arnold, Auditor-Treasurer, in her official capacity; St. Louis County and Nancy Nilsen, Auditor-Treasurer, in her official capacity; Stearns County and Randy Schreifels, Auditor-Treasurer, in his official capacity; Washington County and Jennifer Wagenius, Director Property Records & Taxpayer Services, in her official capacity; Winona County and Chelsi Wilbright, Auditor-Treasurer, in her official capacity; and Wright County and Robert Hiivala, Auditor-Treasurer, in his official capacity.

- 1.18. “Defendants’ Lead Counsel” means the offices of the Minnesota Attorney General, the Hennepin County Attorney, and the St. Louis County Attorney. In serving as Defendants’ Lead Counsel, these offices are not entering into any attorney-client relationship with any Defendant other than those for which they have filed a notice of appearance.
- 1.19. “Distribution Date” shall be the first date authorized by the Court to distribute Settlement Payments to Approved Claimants.
- 1.20. “Effective Date” means the first date after all of the events and conditions specified in ¶13 of the Agreement have been met and have occurred or have been waived.

- 1.21. “Eligible Property” means a Parcel of real property or Severed Mineral Rights that forfeited to the State of Minnesota for nonpayment of Property Tax Obligations during the relevant Class Period, and which has not been repurchased pursuant to Minn. Stat. § 282.241.
- 1.22. “Escrow Account” means an interest-bearing escrow account established and maintained at the Bank by the Escrow Agent. The Escrow Account shall be managed by the Escrow Agent, subject to the Court’s supervisory authority, for the benefit of Lead Plaintiffs and the Settlement Class in accordance with the terms of this Agreement and any order of the Court.
- 1.23. “Escrow Agent” means the financial institution selected by and acting under the direction of the Claims Administrator, subject to the oversight of Lead Plaintiffs’ Class Counsel and Defendants’ Lead Counsel. The Escrow Agent shall administer the Escrow Account.
- 1.24. “Estimated Market Value” means the last estimated market value calculated by the County Assessor for each Eligible Property for the year preceding forfeiture. For example, for a property that forfeited in June of 2022 (*i.e.*, the relevant redemption period expired in June of 2022), the Estimated Market Value would be the Assessor’s January 2, 2021 estimated market value).
- 1.25. “Fee and Expense Award” means the attorneys’ fees and expense reimbursement approved by the Court, together with all interest and accretions earned thereon while held in the Escrow Account, upon an application or applications to be paid from the Settlement Fund, as further described in ¶11.
- 1.26. “Final Approval Hearing” means the hearing to be set by the Court in its Preliminary Approval Order to consider final approval of the Settlement.

- 1.27. “Final Judgment” means the order of the Court, substantially in the form attached to the Preliminary Approval Order, providing final approval of the Settlement pursuant to Minnesota Rule of Civil Procedure 23.05 and dismissing with prejudice the claims of the Lead Plaintiffs and Settlement Class Members against the Defendants and Released Defendant Parties.
- 1.28. “Independent Appraiser” means the independent real estate appraiser to be selected jointly by Lead Plaintiffs’ Class Counsel and Defendants’ Lead Counsel and approved by the Court to make a recommendation at the request of the Special Master as to the Estimated Market Value of Eligible Properties that are subjected to Additional Review.
- 1.29. “Lead Plaintiffs” means Geraldine Tyler, Sharon Sporleder, Darrin L. Demars and Sally Trenti Turk.
- 1.30. “Lead Plaintiffs’ Class Counsel” or “Lead Plaintiffs Class Counsel” means Charles Watkins and David Guin of Guin Stokes & Evans, LLC, Garrett Blanchfield and Roberta Yard of Reinhardt Wendorf & Blanchfield, and Vildan Teske of Teske Law PLLC. “Lead Plaintiffs’ Class Counsel” shall include these attorneys’ respective law firms.
- 1.31. “Legislative Appropriation” means Minnesota H.F. 5246 (Laws of Minnesota 2024, chapter 113), which appropriated the \$109 Million Settlement Amount for deposit into the Escrow Account as soon as practicable but no later than July 31, 2024.
- 1.32. “Litigation” means the actions captioned *Tyler v. Hennepin County*, *Demars v. St. Louis County*, and *Sporleder v. State of Minnesota*, pending before Judge Leonardo Castro.
- 1.33. “Net Settlement Fund” means the Settlement Fund, including all interest or accretions thereto, after payment of the Fee and Expense Award, Service Awards, Taxes and Tax Expenses, and Notice and Administration Costs.

- 1.34. “Non-Participating Counties” means Counties other than the Participating Counties, and includes the former and current administrators, employees, officials (including, but not limited to, county treasurers, clerks and assessors), insurers, managers, agents, contractors, representatives, and attorneys of a Non-Participating County.
- 1.35. “Notice and Administration Costs” means all Court-approved fees, expenses and costs incurred or charged by the Special Master(s), Claims Administrator, Escrow Agent, Bank, Section 468B Administrator, and/or Independent Appraiser in connection with carrying out their duties and responsibilities hereunder.
- 1.36. “Notice Date” means the tenth (10th) day following entry of the Preliminary Approval Order, or such other date as the Court may establish. The Claims Administrator shall commence implementing the Notice Plan on the Notice Date with reimbursement of its fees and costs paid from the Escrow Account upon submission of invoices, and the Claims Period shall run for 270 days following the Notice Date.
- 1.37. “Notice Plan” means the plan and methodology used to identify Settlement Class Members, generate awareness of the Settlement, and provide potential Settlement Class Members with notice of this Settlement and their rights and responsibilities with respect thereto. The Notice Plan shall be substantially in the form attached to the Preliminary Approval Order.
- 1.38. “Opt-Out Deadline” means the Court-ordered date(s) by which all Persons seeking exclusion from the Settlement Class must submit a written Request for Exclusion as set forth in the Class Notice.
- 1.39. “Parcel” means a plot or tract of Property.

- 1.40. “Participating County” means a County that meets the definition of a Participating County as defined in the Legislative Appropriation and includes the County-Related Parties for each such Participating County. For the avoidance of doubt, under the Legislative Appropriation, any County that does not affirmatively notify the Claims Administrator by August 1, 2024, in writing, that it is not a Participating County is deemed to have elected to become a Participating County.
- 1.41. “Parties” refers collectively to the Lead Plaintiffs, Defendants and Participating Counties. “Party” means any one of the Parties.
- 1.42. “Person(s)” means any individual, corporation (including all divisions and subsidiaries thereof), limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and all of their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, agents, trustees, estates, or assignees when acting in their capacity as such.
- 1.43. Plaintiffs’ Class Counsel means Lead Plaintiffs’ Class Counsel, plus attorneys Shawn Raiter of Larson King LLP and Jerome Feriancek of Trial Group North, PLLP. “Plaintiffs’ Class Counsel” shall include these attorneys’ respective law firms.
- 1.44. “Plan of Allocation” means the plan or formula of allocation of the Net Settlement Fund summarized in ¶3.4 below, whereby the Net Settlement Fund shall be allocated and distributed to Approved Claimants. The Plan of Allocation is independent of this Agreement but shall be presented to the Court for approval with the Preliminary

Approval Motion. Any objection to, or appeal of, the Plan of Allocation shall not delay or hinder the Claims Administration (although any such challenge must be resolved prior to distribution of the Settlement Payments). For example, if the Plan of Allocation is challenged on appeal, the Claims Administrator may continue to accept and process Claims, determine whether properties are Eligible Properties, and determine whether a Claimant is a Settlement Class Member, but it may not distribute Settlement Payments until the Plan of Allocation has become final, unless the Parties agree and the Court approves distribution of Settlement Payments, as set forth in ¶6 below.

- 1.45. “Potential Claimant” means a Person who held any ownership interest, lien or other security interest in a Property that forfeited to the State of Minnesota during the relevant Class Period. **Not all Potential Claimants are Settlement Class Members.**
- 1.46. “Prejudgment Interest” means interest calculated as 4.5% annual simple interest, calculated on a daily basis from the Date of Forfeiture through the Distribution Date, or for any Approved Claims paid after the Distribution Date, through the date of payment. By way of example, if the Surplus Value for an Approved Claim is \$20,000, and if the period of time between the Date of Forfeiture and the Distribution Date is four years and 37 days, the Approved Claimant’s Settlement Payment would be \$23,691.23, calculated as the Surplus Value of \$20,000, plus four years of simple interest at 4.5% (\$900 per year), plus \$91.23 for the partial year (37 days, divided by 365 days in a year, times \$900).
- 1.47. “Preliminary Approval Motion” means the Lead Plaintiffs’ motion submitted to the Court seeking preliminary approval of this Agreement pursuant to Minn. R. Civ. P. 23.05, including submission of the proposed Preliminary Approval Order and all exhibits

thereto. The Preliminary Approval Motion will be filed as soon as practicable after the execution of this Agreement. Defendants agree not to oppose preliminary approval of the Settlement.

- 1.48. “Preliminary Approval Order” means an order entered by the Court granting, *inter alia*: (i) the preliminary approval of the Settlement set forth in this Agreement; (ii) preliminary certification of the Settlement Class; (iii) approval of and authorization to implement the Notice Plan; (iv) approval of the Claim Form; (v) appointment of the Special Master, Independent Appraiser, the Bank, and Section 468B Administrator, (vi) appointment of the Lead Plaintiffs, (vii) appointment of Lead Plaintiffs’ Class Counsel and Plaintiffs’ Class Counsel; (viii) establishing the deadlines and requirements to file an objection to or Request for Exclusion from the Settlement; and (ix) approval of the Plan of Allocation. The proposed Preliminary Approval Order and all exhibits thereto (including the Notice Plan and Final Judgment) shall be prepared by the Parties with sufficient time for Lead Plaintiffs to timely file the Preliminary Approval Motion.
- 1.49. “Presumptive Eligible Properties” means forfeited Properties described in ¶¶ 3.4 which may be subject to Additional Review to determine their Surplus Value or whether they constitute Eligible Properties.
- 1.50. “Property” means real estate.
- 1.51. “Property Tax Obligation” means the sum of all delinquent taxes, interest, penalties, fees, special assessments and costs that were canceled upon a Property’s forfeiture, all as reflected in Column K of the Dataset.
- 1.52. “Released Claims” means, collectively, any and all claims, demands, rights, liabilities, suits, debts, obligations, and causes of action of every nature and description whatsoever,

known or unknown, in law or in equity, based on state or federal law, the United States Constitution, or the Minnesota Constitution that the Lead Plaintiffs or any other Settlement Class Members asserted or could have asserted in the Litigation against any Released Defendant Party, or which any Released Defendant Party could have asserted in the Litigation against any Lead Plaintiff or Settlement Class Member or their attorneys, agents or representatives, in any way relating to or arising from claims and defenses asserted in the Litigation, or which in any way relate to or arise from the Lead Plaintiffs' or Settlement Class Members' Property Tax Obligation or the forfeiture, foreclosure, or sale by the State or any Participating County of any Eligible Property, or relating to the Defendants' or Participating Counties' retention of either the Eligible Properties or the value of such Eligible Properties in excess of such Eligible Properties' Property Tax Obligation(s).

1.53. "Released Defendant Party" or "Released Defendant Parties" means the Defendants, the State of Minnesota and each of its agencies, instrumentalities, and political subdivisions (including Participating Counties, cities, townships, school districts, and all of their past, present, or future officials, employees, and any other agents including each of the Defendants in the Litigation), any recipients other than the Non-Participating Counties of funds distributed per Minn. Stat. § 282.08 or other applicable law, and any successors to the State's interest in an Eligible Property. Released Defendant Party(ies) does not include Non-Participating Counties.

1.54. "Request for Exclusion" means a written request that is submitted to the Claims Administrator on behalf of a Settlement Class Member who requests to be excluded from the Settlement Class. To be effective, a Request for Exclusion must be in writing, timely

received by the Claims Administrator on or before the Opt-Out Deadline, and must provide the information required in the Class Notice and Preliminary Approval Order.

- 1.55. “Sale Price” is the gross amount received by a Participating County when selling an Eligible Property following its forfeiture.
- 1.56. “Section 468B Administrator” means the administrator of the Escrow Account for the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The Escrow Agent shall serve as the Section 468B Administrator.
- 1.57. “Service Awards” means the Court-approved monetary awards to Lead Plaintiffs paid from the Settlement Fund, together with all interest and accretions earned thereon while held in the Escrow Account, as compensation for their services to the Settlement Class, as further described in ¶12.
- 1.58. “Settlement” means the resolution of the Litigation pursuant to the terms and conditions of this Agreement.
- 1.59. “Settlement Amount” means the sum of One Hundred and Nine Million Dollars (U.S. \$109,000,000.⁰⁰).
- 1.60. “Settlement Class” means the plaintiff class, to be certified for purposes of this Settlement pursuant to Minnesota Rule of Civil Procedure 23.01 and 23.02(c), of Persons identified in ¶2.1 below.
- 1.61. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class as set forth in ¶2.1 below.
- 1.62. “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto.

- 1.63. “Settlement Payment” means the amount, including Prejudgment Interest, to be paid to each Approved Claimant from the Net Settlement Fund pursuant to the Plan of Allocation.
- 1.64. “Severed Mineral Rights” means title to the mineral estate of a Property. If a Claimant was separately deeded both the Severed Mineral Rights and the surface rights to a Property as of the Date of Forfeiture, for purposes of this Settlement the surface rights and Severed Mineral Rights shall be deemed to have merged and the Claimant may seek recovery only for the Surplus Value of the surface Parcel.
- 1.65. “Special Master” means the Person or Persons appointed by the Court to (a) allocate Settlement Payments among Approved Claimants where more than one Claim has been submitted as to an Eligible Property if such Claimants have not agreed among themselves as to an appropriate division of the Settlement Payment and the Claims Administrator refers such allocation to the Special Master, (b) determine the Surplus Value for Eligible Properties for which Additional Review is conducted, (c) review denied Claims at the request of the denied Claimant, and (d) perform such other duties with respect to the administration of the Settlement as the Court, or Parties jointly, may require.
- 1.66. “Summary Notice” means an abbreviated version(s) of the notice, to be prepared by Lead Plaintiffs’ Class Counsel, with input from Defendants’ Lead Counsel, in consultation with the Claims Administrator to be used in print media and included in the Notice Plan.
- 1.67. “Surplus Value” means the value for Settlement purposes of each Eligible Property (other than Severed Mineral Rights) in excess of the Property Tax Obligations associated with such Eligible Property, as determined in accordance with the Plan of Allocation. The

Surplus Value for Severed Mineral Rights shall be \$300 per Parcel and shall not be reduced by any associated Property Tax Obligations.

1.68. “Taxes” means any and all federal, state and local income taxes, excise taxes, estimated taxes, gross receipt taxes, or any other taxes, as well as interest, penalties, tax detriments, and any other additions to taxes, arising with respect to the income of the Escrow Account or the operations of the Escrow Account, including any such federal, state and local taxes (and interest, penalties, tax detriments, and additions to tax) with respect to (i) any income earned by the Escrow Account for any period during which the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes, and (ii) the payment or reimbursement by the Escrow Account of any amounts described in clause (i) of this ¶ ____.

1.69. “Tax Expenses” means expenses and costs incurred in connection with the operation and implementation of the Escrow Account (including expenses of attorneys and/or accountants and mailing and distribution costs and expenses relating to filing, or failing to file, any Tax returns, including any such costs and expenses relating to filing, or failing to file, returns in respect of distributions from the Escrow Account).

2. **Settlement Class**. For purposes of this Settlement, the Parties agree to the certification of a Settlement Class, pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(c), and 23.05 as provided below:

2.1. **Definition**. The Settlement Class means:

All Persons, their heirs, assignees and successors, who, during the Class Period(s), held any ownership interest, lien or other security interest, in an Eligible Property at the time of Forfeiture for which there is Surplus Value.

2.2. **Exclusions**. The following will be excluded from the Settlement Class:

- A. Released Defendant Parties are excluded from the Settlement Class for the purpose of seeking recovery for an *ad valorem* property tax lien but may participate in the Settlement to the extent they seek recovery for other liens;
- B. Any Judge assigned to hear any portion of this Litigation and their law or similar clerk(s);
- C. All persons who satisfy the Settlement Class definition and submit a timely and valid Request for Exclusion from the Settlement Class; and
- D. All former holders of a lien against an Eligible Property that has been satisfied or released since the Date of Forfeiture.

2.3. Class Representatives. The Parties agree to the appointment of the Lead Plaintiffs as representatives for the Settlement Class subject to Court approval.

2.4. Class Counsel. The Parties agree to the appointment, subject to Court approval, of Lead Plaintiffs' Class Counsel and Plaintiffs' Class Counsel pursuant to Minn. R. Civ. P. 23.07. Lead Plaintiffs' Class Counsel shall have the duties and obligations set forth in the Preliminary Approval Order.

2.5. Certification for Settlement Purposes Only. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Litigation and only if the Effective Date occurs. Nothing in this Settlement Agreement shall serve as evidence of or support for certification of a class, in this Litigation or any other action, other than for settlement purposes, and the Parties intend that the provisions of this Agreement concerning certification of the Settlement Class shall have no effect in the event and to the extent that the Settlement does not become final. Each Defendant expressly reserves the right to contest class certification as to that Defendant in the event the Settlement is terminated.

3. **Settlement Amount.** Subject to the provisions hereof, the State shall pay or cause to be paid the Settlement Amount of \$109 million (\$109,000,000.⁰⁰) into the Escrow Account in immediately available funds as soon as is practicable after the execution of this Agreement but no later than July 31, 2024.

3.1. **Intention of the Parties.** It is the intention of the Parties that all eligible class members receive compensation at the conclusion of the Claims Period and that Approved Claims be paid promptly and prior to the reversion of any balance of the Settlement Amount to the State and the reversion date is not intended to prevent the settlement from being implemented. The Parties will work to achieve the intent of this Agreement.

3.2. **Failure to Fund.** Without prejudice to Lead Plaintiffs' right to seek enforcement or specific performance of this Agreement, if the State does not timely deposit the entire \$109 million Settlement Amount into the Escrow Account by July 31, 2024, Lead Plaintiffs may rescind this Agreement if: (i) Lead Plaintiffs' Class Counsel have first notified Defendants' Lead Counsel in writing of their intention to rescind this Agreement; and (ii) all amounts owed by the State are not transferred to the Escrow Account(s) within five (5) business days after Lead Plaintiffs' Class Counsel have provided such written notice of insufficient payment.

3.3. **Allocation among Settlement Class Members.** Settlement Payments to Approved Claimants shall be paid from the Net Settlement Fund pursuant to the Plan of Allocation.

3.4. **Plan of Allocation.** Unless reduced *pro rata* as provided in ¶ 3.6.A, and subject to allocation among competing Approved Claims as provided in ¶ 3.4, below, or claims where both an Approved Claim and a Request for Exclusion are allowed as provided in ¶ 3.5, below, Approved Claimants shall be paid 90% of the Surplus Value of Eligible

Properties other than Severed Mineral Interests, plus Prejudgment Interest, or for Severed Mineral Rights, shall be paid \$300 per Parcel, plus Prejudgment Interest. Surplus Value (before Prejudgment Interest) shall be calculated as follows:

- A. The Surplus Value is the difference between an Eligible Property's Sale Price and the Property Tax Obligation where the Sale Price was at least 60 percent of Estimated Market Value;
- B. If the Sale Price was less than 50% of Estimated Market Value or if no sale occurred, the Surplus Value is the difference between the Estimated Market Value and the Property Tax Obligation;
- C. If a sale occurred and the Sale Price was between 50 and 60 percent of the Estimated Market Value, the Surplus Value is the average of the actual Sale Price and the Estimated Market Value;
- D. The Surplus Value for all Severed Mineral Rights shall be \$300 per Parcel without any reduction for the associated Property Tax Obligation, and,
- E. Calculation of the Surplus Value for the following properties may require Additional Review:
 1. Parcels for which Defendants' Lead Counsel may require Additional Review by the Special Master:
 - a. Presumptive Eligible Properties where the Surplus Value calculated by the Claims Administrator exceeds \$100,000; and
 - b. Presumptive Eligible Properties where the Estimated Market Value exceeded the Sale Price (for sold Properties) by \$100,000 or more.

2. Presumptive Eligible Properties for which Additional Review by the Special Master is mandatory are as follows:
 - a. Where the Presumptive Eligible Property was either divided or combined with other Parcels following forfeiture, such that the Estimated Market Value and/or Sale Price must be allocated among the divided or combined Parcels;
 - b. Where the Presumptive Eligible Property was reported on the Dataset as being “exempt” or part of a common element or where the information on the Dataset is not sufficiently complete for the Claims Administrator to determine the Sale Price (if sold) and/or the Estimated Market Value; and
 - c. Presumptive Eligible Properties where revenues to the State or Participating County for the sale of timber since the redemption period expired have exceeded 120% of the Estimated Market Value. In such cases, the Special Master shall determine whether and in what amount to adjust the Estimated Market Value after considering the sales value of the Presumptive Eligible Property’s timber.
- F. The Special Master may use the services of the Independent Appraiser as appropriate to make a recommendation as to the Estimated Market Value of Presumptive Eligible Properties that are subjected to Additional Review.
- G. If requested to do so by the Special Master, the Independent Appraiser shall review the Dataset and the Presumptive Eligible Property (to the extent feasible) and any materials the involved Participating County reasonably can provide relevant to the assessment or appraisal of such Eligible Property. The Claimant may similarly submit

to the Special Master and/or Independent Appraiser any information the Claimant deems pertinent to calculating the Estimated Market Value. Any submission to the Special Master by either the Claimant or the Independent Appraiser will be in the form of a short, written explanation of the Eligible Property's market value at the time of forfeiture. Lead Plaintiffs' Class Counsel do not represent any Claimant (other than Lead Plaintiffs) who may be subject to Additional Review; however, Claimants whose Presumptive Eligible Properties are subject to Additional Review may be represented by counsel they retain at their own expense, or may, at their own expense, retain the services of their own real estate appraiser.

- H. If all Claimants with respect to a Presumptive Eligible Property and the Independent Appraiser reach an agreement in writing on the Surplus Value, they may then provide the agreed Surplus Value to the Special Master, who shall accept their agreed Surplus Value amount and provide it to the Claims Administrator without further review. In the event of a continued disagreement as to the Estimated Market Value or Surplus Value, the Special Master shall make a binding, non-appealable decision which shall be provided to the Claims Administrator.
- I. The total costs and expenses of the Special Master and Independent Appraiser shall initially be capped at \$200,000. Payments to the Special Master and Independent Appraiser may exceed the initial budget of \$200,000 if the Claims Administrator reports to the Parties that there will be enough monies available in the Net Settlement Fund to cover the Settlement Payments for all Approved Claims. If the Parties conclude that the costs of the Special Master and Independent Appraiser appear likely to reduce Settlement Payments, the Parties will meet and confer regarding the source

of additional payments for the Special Master and Independent Appraiser. Any disagreement between the Parties as to such additional payments shall be submitted to the Court for decision.

J. Lead Plaintiffs' Class Counsel, Defendants' Lead Counsel, and the Special Master and Independent Appraiser shall work cooperatively to develop a timeline and process for conducting the Additional Reviews.

3.5. Competing Claims with respect to an Eligible Property. Where more than one Approved Claim has been submitted as to an Eligible Property, the Settlement Payment shall be allocated between the Approved Claims as follows:

A. Allocation by Agreement of Claimants. If the holders of all Approved Claims as to a single Eligible Property consent in writing, the Claims Administrator shall pay such Approved Claims in accordance with such Approved Claimants' agreement; or

B. Allocation by Claims Administrator. The Claims Administrator shall allocate the Settlement Payment among competing Approved Claims based upon the order of priority as determined by Minnesota law.

C. Ruling by Special Master. If ¶3.4.A does not apply and the Claims Administrator is unable to determine the priority of Approved Claims pursuant to the Plan of Allocation under ¶3.4.B, the Claims Administrator shall refer the matter to the Special Master to determine the allocation of the Settlement Payment among the Approved Claimants for that Eligible Property. Lead Plaintiffs' Class Counsel do not represent said Settlement Class Members (other than the Lead Plaintiffs) in any disputes under this Paragraph. Settlement Class Members may retain counsel at their own expense. Lead Plaintiffs' Class Counsel and the Special Master shall work

cooperatively to develop a timeline and process for resolving disputes among competing Claimants.

- D. Limitation on Claims. Notwithstanding the foregoing, if there are multiple Approved Claims for a single Eligible Property, the Approved Claimants shall not receive in the aggregate more than 100% of the approved Settlement Payment related to such Eligible Property.

- 3.6. Competing Claim(s) and Exclusion Request(s) Received with Respect to the Same Eligible Property. If the Claims Administrator receives both one or more Claims and one or more Requests for Exclusion with respect to an Eligible Property, the question of whether and in what proportions the Claim may be allocated and paid among Approved Claimants shall be made by the Special Master. For example, if a Settlement Class Member timely files a valid Request for Exclusion, but another Settlement Class Member timely files a valid Claim with respect to the same Eligible Property, the Special Master may determine whether and to what extent the non-opting out Settlement Class Member's Claim may be paid while preserving the rights of the other Settlement Class Member to exclude and preserve their excluded Claim.

- 3.7. Balance Remaining in Net Settlement Fund.

- A. If the Amount of All Approved Claims Exceeds Balance of Net Settlement Fund. Subject to ¶3.3.I. above, if the Claims Administrator determines, subject to oversight by Lead Plaintiffs' Class Counsel, that the total amount of all Approved Claims exceeds the balance of the Net Settlement Fund, the Settlement Payment for each Approved Claim shall be reduced *pro rata* as necessary to pay all Approved Claims from the Net Settlement Fund as determined by the Claims Administrator.

B. If Balance of Net Settlement Fund Exceeds the Amount of All Approved Claims.

1. Any monies remaining in the Net Settlement Fund, including all interest on and accretions thereto, shall revert and be repaid to the State pursuant to the terms of the Legislative Appropriation.
2. The Final Judgment shall provide that amounts that have been calculated and reserved for payment by the Claims Administrator as of June 30, 2026 for Settlement Payments, Notice and Administration Costs, Taxes and Tax Expenses, Service Awards or any portion of the Fee and Expense Award shall not be considered to be “money that remains unspent on June 30, 2026” within the meaning of Section 1, Subd. 5 of the Legislative Appropriation. For avoidance of doubt, funds that shall not be considered to constitute “money that remains unspent on June 30, 2026” within the meaning of Section 1, Subd. 5 of the Legislative Appropriation include, but are not limited to: (a) checks or electronic transfers paid from the Escrow Account that have not cleared, (b) Settlement Payments or other payments that have been determined to be owed but have not been processed for payment, and (c) Settlement Payments, payments for Notice and Administration Costs, Service Awards, Taxes, Tax Expenses, or any portion of Fee and Expense Awards or other payments that the Claims Administrator has reserved for payment.

In addition, the Parties agree that the categories of funds identified in subparagraphs (a)-(c) above are not exhaustive, and that they will continue to negotiate in good faith about any additional categories of funds that should be considered “unspent” within the meaning of Section 1, Subd. 5 of the Legislative

Appropriation. Defendants' Lead Counsel and Lead Plaintiffs' Class Counsel will attempt to reach agreement to determine if any additional categories of funds should be considered "unspent" by May 1, 2026. In the event they are unable to reach agreement by that date, such determination shall be made by the Court.

The Parties further agree that if the Effective Date has not been reached by January 15, 2026, Defendants will seek an amendment to the Legislative Appropriation that modifies the reversion date contained in the Legislative Appropriation. Plaintiffs acknowledge that the Legislature must approve any amendment. Plaintiffs further agree to provide reasonable support of any effort by the Defendants to amend the reversion date.

4. **Preliminary Approval.**

4.1. Motion for Preliminary Approval. As soon as practicable after the execution of this Agreement, Lead Plaintiffs shall move the Court to enter the proposed Preliminary Approval Order.

4.2. Litigation Bar Pending Final Settlement Approval. Pending a final determination of whether the Settlement should be finally approved, all aspects of the Litigation shall remain stayed except for activities related to the approval or enforcement of the Settlement, and all Settlement Class Members shall, absent permission of the Court, be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendant Parties.

5. **Notice and Administration.**

5.1. Claims Administration. The Claims Administrator shall administer the process of soliciting, receiving, reviewing, approving or denying Claims, communicating with

Settlement Class Members, sending notices of deficiency and receiving corrections or supplements, and distributing Settlement Payments and other distributions from the Escrow Account in accordance with this Agreement and the Preliminary Approval Order. The Claims Administrator shall provide timely invoices and reports to Lead Plaintiffs' Class Counsel and Defendants' Lead Counsel on request and at least monthly summarizing its work, including (a) Claims Received (number and dollar amounts of Surplus Value represented); (b) Claims approved; (c) deficient Claims; (d) Claims for which deficiencies have been cured; (e) Claims as to Presumptive Eligible Properties identified, referred for Additional Review, and status thereof; (f) balance of Net Settlement Fund as compared to Approved Claims and Claims remaining in process; and (g) such other reports as Lead Plaintiffs' Class Counsel and/or Defendants' Lead Counsel may request.

5.2. Notice Plan.

- A. On the Notice Date or other date set by the Court, the Claims Administrator shall commence implementing the Notice Plan, including but not limited to the following actions:
1. The mailing by first-class mail of the Class Notices specified in the Notice Plan. The Claims Administrator may use the Dataset to locate interested parties but shall also undertake additional reasonable efforts to locate putative Settlement Class Member addresses. Participating Counties will provide reasonable access to public property tax records upon request.
 - a. Before sending the Class Notices, the Claims Administrator shall run all addresses provided on the Dataset through the National Change of

Address database.

- b. The Claims Administrator shall request forwarding addresses where possible. The Claims Administrator will forward any Notice that is returned with a forwarding address to the forwarding address within fourteen (14) days of receiving the returned mail and shall update the Potential Claimant address list with all forwarding addresses.
 - c. The Claims Administrator will also undertake reasonable efforts to identify potential lienholders and to identify potential heirs of deceased former owners of Eligible Properties, such as by attempting to identify heirs through obituaries or from information provided by former neighbors.
2. The Claims Administrator will undertake to provide additional Notice by publication of the Summary Notice and otherwise pursuant to the terms of the Notice Plan or in whatever other manner requested by Lead Plaintiffs' Class Counsel.
 3. The Notice Plan shall employ both paid and unpaid media efforts and targeted social media advertising, television, radio, newspaper and billboard media as well as postings on mutually agreed upon Defendant websites and collection of contact information for Potential Claimants or family members from publicly available lists and sources.
 4. Lead Plaintiffs' Class Counsel, Defendants' Lead Counsel and the Claims Administrator will work in good faith to agree to additional methods of providing Notice to the Settlement Class that are reasonably calculated to provide robust

notice to potential Settlement Class Members. Such methods shall include, without limitation, direct mail, television advertising (including through streaming video providers), radio advertising, publication in newspapers and other print media, digital advertising (including social media), press releases, paid and unpaid media, billboards, and creation and maintenance of a website (along with search engine optimization efforts) and toll-free telephone number.

5.3.Claim Form. The Claim Form shall be approved by the Court and shall require sufficient information for the Claims Administrator to assess whether the Person submitting the claim is a Settlement Class Member. The Claim Form shall include a release of the Released Claims against all Released Defendant Parties.

5.4.Claims Period.

- A. Settlement Class Members shall have 270 days from the Notice Date or until such other later date ordered by the Court to submit a Claim Form to the Claims Administrator.
- B. The deadline for filing Claim Forms shall be identified and prominently highlighted in the Class Notice and the Summary Notice and website and elsewhere as appropriate.
- C. Any Settlement Class Member who fails to submit a Claim by the end of the Claims Period shall be presumptively barred from receiving any Settlement Payment, but shall in all other respects be subject to and bound by all of the terms and provisions of this Agreement.
- D. A Claim shall be deemed to be submitted on the earliest of the date that it is received by the Claims Administrator, or the date when it was posted or sent, if received with

a postmark or similar indication on the envelope and if mailed by first-class mail or other delivery service and properly addressed.

- E. Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Plaintiffs' Class Counsel. The Claims Administrator shall determine, in accordance with this Agreement and the approved Plan of Allocation, the extent, if any, to which each Claim shall be allowed, subject to review by the Special Master pursuant to ¶5.4.F below.
- F. Subject to the oversight of Lead Plaintiffs' Class Counsel, the Claims Administrator may reject Claim Forms that do not meet the submission requirements. Prior to rejecting a Claim Form, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under the supervision of Lead Plaintiffs' Class Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Special Master if the Claimant so desires and complies with the requirements of ¶5.4.H below.
- G. The initial review of Claims by the Claims Administrator should be completed within ninety (90) days following the expiration of the Claims Period, but may remain subject to the cure of deficient claims, probate proceedings, Additional Review, or similar continuing administration.

- H. If any Claimant whose timely Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within thirty (30) calendar days after the date of mailing of the notice required in ¶5.4.F above, or twenty-one (21) calendar days after the date of mailing of the notice if the Claim was untimely, serve upon the Claims Administrator a statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Special Master for a final, binding and non-appealable determination.
- I. Each Settlement Class Member who has not been excluded from the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to the Released Claims.
- J. Following the Effective Date, the Net Settlement Fund shall be distributed to the Approved Claimants in accordance with the Plan of Allocation.

5.5. Approved Claimants.

- A. Unrecorded Interests. As to each Claim asserting an unrecorded ownership interest, lien or other security interest in an Eligible Property, the Claimant shall be required and advised to submit an affidavit or declaration, including all relevant documentation setting forth the factual and legal bases for any asserted unrecorded ownership interest, lien or other security interest. With regard to claims of an ownership interest, lien or other security interest in an Eligible Property through adverse possession, the affidavit or declaration shall set forth facts to show all of the elements of adverse possession under Minnesota law.
- B. Individual Claim Determinations. The approval and denial of individual Claims is a matter separate and apart from the Settlement between the Defendants and the Lead Plaintiffs, and any decision by the Claims Administrator, the Special Master, or the Court concerning the approval or denial of a particular Claim shall not affect the validity or finality of the Settlement.

6. Distributions.

- 6.1. No funds from the Settlement Fund shall be distributed until the Effective Date.
- 6.2. The Settlement Fund, with all interest and accretions earned, shall be paid out pursuant to the Plan of Allocation (§3.4), supra.

7. Objections and Requests for Exclusion.

- 7.1. Time for Objecting or Requesting Exclusion. Settlement Class Members shall have 60 days from the Notice Date to notify the Claims Administrator of either their objection to any term of the Settlement, or their Request for Exclusion from the Settlement Class. Settlement Class Members may object to a term of the Settlement and remain in the

Settlement Class, but a Settlement Class Member who submits a Request for Exclusion from the Settlement Class cannot object.

7.2. Information Required.

A. Requests for Exclusion. Settlement Class Members requesting exclusion from the Settlement Class must provide the information to the Claims Administrator required in the Class Notice, including:

1. Name;
2. Current mailing address;
3. Telephone number;
4. Address, parcel number, and/or legal description of the Eligible Property;
5. Documentation and explanation of the full extent of their ownership interest, lien or other security interest in the Eligible Property (*e.g.*, if the ownership interest is partial (*e.g.*, a contingent or partial interest in the Property));
6. County in which the Eligible Property is located;
7. A statement that the Approved Claimant wishes to be excluded from the Settlement Class; and
8. A signature of the Potential Claimant requesting exclusion. Requests signed solely by a lawyer or attorney-in-fact for a Person requesting exclusion are not valid.

B. Objections. Settlement Class Members who wish to object to any term of the Settlement must send a letter or other written statement explaining the reasons for their objection to the Claims Administrator. This letter or statement must include all

information necessary to determine the objector's membership in the Settlement Class or otherwise required in the Class Notice, including:

1. Description of the objection, including any applicable legal authority and any supporting evidence;
2. Full name, address, email address, and telephone number;
3. Physical address, parcel number, and/or legal description of the Eligible Property;
4. Documentation of the full extent of the objector's ownership interest, liens or other security interests, in the Eligible Property, including whether the objector's interest in the property is contingent or partial;
5. Whether the objection applies classwide, only to a subset of the Settlement Class, or only to the objector;
6. A statement of the number of times in which that objector has objected to a class action or class action settlement within five years preceding the submission of the objection, the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection;
7. The identity of all counsel who represent or assist (such as by "ghostwriting" filings) the objector with respect to the objection, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action or class action settlement within five years preceding the submission of the objection, the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection;

8. Any agreements that relate to the objection or the process of objecting between you, your counsel, and/or any other person or entity;
9. The objector's and attorney's signature on the written objection; and
10. A statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel).

C. Record of Communications with Objectors or Persons Submitting a Request for Exclusion. The Claims Administrator shall maintain a list of and forward copies of all objections, Requests for Exclusion, and any revocations of such Requests for Exclusion or withdrawals of objections to Lead Plaintiffs' Class Counsel and Defendants' Lead Counsel within three business days of receipt by the Claims Administrator.

7.3. Excluded Settlement Class Members Have No Rights Under Settlement Agreement.

Settlement Class Members who submit a valid and timely Request for Exclusion in the manner set forth in the Notice shall have no rights under the Settlement, shall not receive any distribution under the Settlement, and shall not be bound by the Settlement or any final judgment. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written Request for Exclusion as provided by this ¶7 shall be bound by the terms of this Settlement including, without limitation, all of the releases contained herein.

7.4. Revocation of Request for Exclusion. Excluded Settlement Class Members may revoke

a Request for Exclusion during the Claims Period. Such revocation shall be in writing and include a statement that the Settlement Class Member wishes to revoke their request

to be excluded from the Settlement Class, and shall be submitted to the Claims Administrator.

7.5. **Blow-up Clause.** As shall be set forth in a separate agreement (the “Supplemental Agreement”) executed between Lead Plaintiffs’ Class Counsel and counsel for the State, the State shall have the right to terminate the Settlement and this Agreement and render it null and void in the event that Requests for Exclusion that are valid and timely in all respects are submitted by Persons who would otherwise be Members of the Settlement Class meet the conditions set forth in the Supplemental Agreement. The Settling Parties agree to enter into such Supplemental Agreement subject to an order first being entered to maintain its confidentiality prior to expiration of the deadline for submitting Requests for Exclusion to the Claims Administrator. The Supplemental Agreement shall be filed under seal with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement), unless and until the Court requires the Settling Parties to disclose its terms or a dispute arises between Lead Plaintiffs and Defendants concerning its interpretation or application, or until after expiration of the time permitted for submitting Requests for Exclusion. The parties will discuss and agree to a “blow-up” provision in good faith.

8. **Escrow Account.** The Escrow Account shall be established at the Bank with such Bank serving as Escrow Agent subject to escrow instructions regarding investment types and reinvestment of income and proceeds mutually acceptable to Lead Plaintiffs’ Class Counsel and Defendants’ Lead Counsel and consistent with ¶8.2 below. Such Escrow Account is to be administered by the Escrow Agent under the Court’s continuing supervision and control.

- 8.1. No monies shall be paid from the Escrow Account without the specific written authorization of Lead Plaintiffs' Class Counsel and Defendants' Lead Counsel, and such authorization shall not be unreasonably withheld. Counsel for the Parties agree to cooperate, in good faith, to negotiate and execute an appropriate and separate escrow agreement in conformance with this Agreement prior to the date on which any portion of the Settlement Amount is required to be paid pursuant to this Agreement.
- 8.2. The escrow agreement shall provide *inter alia* that the Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the U.S. Government or fully insured in writing by the U.S. Government, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then-current market rates. Within forty-five (45) days of the expected distribution of Settlement Payments, such amount as may be necessary to pay Approved Claims may be moved into Treasury money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's. The Parties shall bear no risk related to the management and investment of the Settlement Fund or Escrow Account. Defendants shall not be required to deposit additional funds as a result of investment or other losses to the Escrow Account.
- 8.3. All funds held in the Escrow Account shall be deemed and considered to be a common fund in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the terms of this Agreement and/or order(s) of the Court.

- 8.4. Lead Plaintiffs and Defendants agree to treat the Escrow Account as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Section 468B Administrator and, as required, the Parties, shall timely make such elections and filings as necessary or advisable to carry out the provisions of this ¶8. Such elections shall be made in accordance with the procedures and requirements contained in the regulations promulgated under Internal Revenue Code Section 468B. It shall be the responsibility of the Section 468B Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Escrow Account being a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1.
- 8.5. The Section 468B Administrator shall timely and properly file all information and other Tax returns necessary or advisable with respect to the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall be consistent with paragraph 8.4, above, and in all events shall reflect that all Taxes shall be paid out of the Escrow Account as provided in paragraph 8.4 above.
- 8.6. The Escrow Account is intended to be a separate taxpaying entity for purposes of federal and state tax law. All Taxes and Tax Expenses arising from the operation and income of the Escrow Account shall be paid out of the Escrow Account and no reversion may occur pursuant to ¶3.6.B above or otherwise until all such Taxes and Tax Expenses have been paid or reserved for payment.

- 8.7. Unless otherwise set forth in this Agreement, the Section 468B Administrator shall be solely responsible for directing the filing of all informational and other Tax returns necessary to report any income earned by the Escrow Account.
- 8.8. Neither Defendants nor any other Released Defendant Parties nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Defendants and Released Defendant Parties shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall be timely paid or reimbursed out of the Escrow Account without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Lead Plaintiffs, Lead Plaintiffs' Class Counsel, and Defendants and their counsel agree to cooperate with the Section 468B Administrator, the Escrow Agent, each other, and their attorneys and accountants to the extent reasonably necessary to carry out the provisions of this section.
9. **Special Master**. As part of the Settlement, the Parties will move the Court for the appointment of the Special Master(s) to determine:
- A. Competing claims with respect to an Eligible Property;
 - B. The Estimated Market Value of Presumptive Eligible Properties subjected to Additional Review;

- C. Whether and to what extent Claims may be approved where one or more Requests for Exclusion also have been filed with respect to the same Eligible Property;
- D. Review of rejected Claims and the request of the Claimant, and
- E. Such other matters as the Court or the Parties may determine.

10. **Releases.**

10.1. Upon the Effective Date, each Settlement Class Member including each Lead Plaintiff, for themselves and on behalf of each of their respective spouses, heirs, executors, beneficiaries, administrators, successors, assigns, subsidiaries, affiliates and any other Person claiming (now or in the future) through or on behalf of any of them directly or indirectly, shall have released, waived, and discharged each and all of the Released Claims against the Released Defendant Parties without regard to whether the Settlement Class Member or Plaintiff ever makes, asserts or seeks to assert a Claim, provided no Settlement Class Member with an Approved Claim shall release any Person except upon payment of same.

10.2. Upon the Effective Date, each Settlement Class Member including each Plaintiff shall have covenanted not to sue the Released Defendant Parties with respect to any of the Released Claims.

10.3. Upon the Effective Date, each Plaintiff and Settlement Class Member (including, without limitation, spouses, heirs, beneficiaries, administrators, successors, subsidiaries, affiliates and assigns) shall be permanently barred, enjoined, and restrained from commencing, asserting, maintaining, prosecuting, or otherwise pursuing, either directly or indirectly, any of the Released Claims against the Released Defendant Parties in the Litigation or in

any other action or any proceeding, in any state court, federal court, arbitration, administrative forum, or other forum of any kind.

10.4. Upon the Effective Date, the Released Defendant Parties shall have released, waived, and discharged each and all of the Released Claims against the Lead Plaintiffs, their counsel and all Settlement Class Members.

10.5. Each Plaintiff and Settlement Class Member who receives compensation pursuant to this Agreement shall be barred from making application to repurchase an Eligible Property pursuant to Minn. Stat. § 282.241.

11. Attorneys' Fee and Expense Award.

11.1. Lead Plaintiffs' Class Counsel shall request Court approval of the attorneys' Fee and Expense Award in an amount calculated as follows:

- A. An initial payment of 15% of the \$109 million Settlement Fund, plus any interest earned thereon while such amount was in the Escrow Account, to be paid within three (3) business days following the Effective Date; plus
- B. An additional amount calculated as 8% of all Approved Claims, plus any interest earned thereon while such amount was in the Escrow Account, to be paid on the Distribution Date. If any Approved Claims are paid after the Distribution Date, the Claims Administrator shall calculate and distribute to Lead Plaintiffs' Class Counsel the additional 8% Fee and Expense Award attributable to such later Approved Claims.

11.2. To the extent funds are available in the Net Settlement Fund, the additional 8% Fee and Expense Award shall be paid therefrom and shall not reduce the Settlement Payments to Approved Claimants. If the aggregate amount of Approved Claims exceeds the Net

Settlement Fund before payment of the additional 8% Fee and Expense Award, the Settlement Payments will be reduced *pro rata* by the Claims Administrator.

11.3. The Released Defendant Parties believe the Fee and Expense Award as provided herein is fair and reasonable and accordingly take no position with respect to Lead Class Plaintiff Counsels' motion for the Fee and Expense Award.

11.4. The Fee and Expense Award shall be allocated among Plaintiffs' Class Counsel, and also including Pacific Legal Foundation, by Lead Plaintiffs' Class Counsel in their discretion, such allocation to reflect Lead Plaintiffs' Class Counsel's good faith evaluation of the contributions each firm or attorney made to the initiation, prosecution and resolution of the Litigation. Such allocation is subject to approval by the Court only in the event any Plaintiffs' Class Counsel or the Pacific Legal Foundation appeal to the Court the allocation made by Lead Plaintiffs' Class Counsel. Plaintiffs' Class Counsel submit to the jurisdiction of the Court for purposes of the Fee and Expense Award and any allocation thereof.

12. **Service Awards.**

12.1. Lead Plaintiffs will request Court approval to pay Service Awards from the Settlement Fund to the Lead Plaintiffs for their service to the Settlement Class in an amount not to exceed \$50,000 in the aggregate, plus any interest earned thereon while in the Escrow Account, together with their respective Settlement Payments, all to be paid within three (3) business days following the Effective Date.

12.2. Any such Service Award shall be allocated among the Lead Plaintiffs by Lead Plaintiffs' Class Counsel in their discretion, subject to approval by the Court.

12.3. The Released Defendant Parties believe the Service Awards as provided herein are fair and reasonable and accordingly take no position with respect to the approval of the Service Awards by the Court in an aggregate amount not to exceed \$50,000, plus any interest earned thereon while in the Escrow Account.

13. **Effective Date.** The Settlement shall be effective only when all of the following have occurred:

- A. the Court has entered the Preliminary Approval Order;
- B. the Court has entered Final Judgment; and
- C. the Final Judgment has either 1) become final, meaning that the time for appeal or appellate review of the Final Judgment (and any interlocutory orders merged into the Final Judgment) has expired or, if there has been an appeal, (a) that the appeal has been concluded without causing a material change in the Final Judgment, and (b) the Final Judgment is no longer subject to appellate review by further appeal or petition for writ of certiorari; or 2) the Lead Plaintiffs' Counsel and Defendants' Lead Counsel agree that the Settlement Payment should be distributed despite a lingering appeal and the Court approves the distribution.

14. **Termination.**

14.1. **Court Does Not Approve.** If the Court (a) enters an order expressly declining to enter the Preliminary Approval Order in any material respect; (b) declines to certify the Settlement Class; (c) refuses to approve this Settlement or any material part of it; (d) declines to enter a judgment substantially in the form of the Final Judgment that conforms in all respects to the material provisions of this Settlement; or (e) enters the Final Judgment, but after appellate review, the Final Judgment is vacated or modified or reversed in any material respect, and further appellate review has either been denied or the time for seeking further

appeal has expired, then the Parties each shall have the right to terminate their participation in the Settlement within thirty days of the receipt of such ruling by providing written notice to the other Parties of an election to terminate. Any court decision with respect to (a) the Fee and Expense Award; (b) the Service Awards; or (c) the Plan of Allocation shall not be considered material to the finality of the Settlement and shall not be grounds for termination.

14.2. Court-Required Changes to the Settlement Agreement. The preceding paragraphs notwithstanding, if the Court conditions its preliminary or final approval of this Settlement on certain changes to the Settlement, the Parties shall consider in good faith such changes and consent to such changes if they do not substantively alter the obligation of the Party. A change shall not be deemed to substantively change the obligation of a Party if (a) it merely alters the wording or appearance of any notice or order, (b) if it reasonably modifies the timing of any contemplated event, or (c) if it affects only how the Settlement Fund is allocated among Approved Claims without modifying the Settlement Amount.

14.3. Effect of Termination. In the event the Settlement is terminated in whole, or as to any Lead Plaintiff or Defendant:

- A. The Parties affected by the termination of the Settlement shall be deemed to have reverted to their respective status in this Litigation as of the date of the filing of the Motion for Preliminary Approval, with all of their respective claims and defenses preserved as they existed on that date;
- B. As to the terminating parties, except as otherwise expressly provided in this Settlement, the terms of this Settlement shall be null and void and shall have no

further force or effect, and neither the existence nor the terms of this Settlement nor any acts performed pursuant to, or in furtherance of, this Settlement shall be used in this Litigation or in any other proceeding for any purpose;

- C. Any judgment or order entered by the Court in accordance with the terms of this Settlement shall be treated as vacated *nunc pro tunc* as to the terminating parties; and
- D. Any Notice and Administration Costs, Taxes or Tax Expenses paid out of the Escrow Account shall not be reimbursed to any Defendant under any circumstance.

15. **Miscellaneous Provisions.**

15.1. No Concessions. No Party admits or concedes liability for any claim raised in this Litigation.

15.2. Data from Settling Counties.

- A. The Participating Counties shall expeditiously provide information reasonably requested by Lead Plaintiffs' Class Counsel to identify Eligible Properties, the Property Tax Obligation of each Eligible Property, and all components necessary to calculate Surplus Value and Settlement Payments. Defendants may provide to Lead Plaintiffs' Class Counsel any public data that can be used to locate Potential Claimants, such as the names of record owners and taxpayers of Eligible Properties.
- B. Defendants' Lead Counsel has requested or will forthwith request the following attestation from each Participating County: "I have made a good faith search to identify all forfeited properties within the relevant Class Period within my county and the data I am providing is accurate and complete to the best of my knowledge." To ensure that the Settlement as negotiated was based on reasonably complete information, in the event any Participating County fails to submit both their

spreadsheet data and such attestation by August 1, 2024, the Parties shall promptly meet and confer regarding what action if any is appropriate, including whether such County(ies) shall be considered a Non-Participating County and excluded from the Released Defendant Parties, provided that in no event shall there be any reduction or increase in the \$109M Settlement Amount, the Notice and Administrative Costs, the Service Awards or the Fee and Expense Award, nor shall any person be excluded from the claim process by reason of a County's failure to provide spreadsheet data and attestation. Any dispute with respect to a County's failure to provide the information required by this section shall be decided by the Court.

15.3. Final Resolution. The Parties intend this Settlement to be a final and complete resolution of all Parties' Released Claims. Except as otherwise provided in this Settlement, each Party shall bear its own costs.

15.4. Modifications. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by or on behalf of the State and the Lead Plaintiffs or as ordered by the Court. The waiver by any Party of any breach of this Settlement by any other Party shall not be deemed a waiver of that breach by any other Party, nor shall it be deemed a waiver of any other breach of this Settlement by that Party or any other Party.

15.5. Reasonable Extensions of Time. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

15.6. Headings. The paragraph headings in this Settlement are used for the purpose of convenience only and are not meant to have any legal effect upon the construction or interpretation of any part of this Settlement.

15.7. Continuing Authority of Court to Implement Terms of Settlement. The administration and consummation of this Settlement shall be under the continuing authority of the Court, and the Court shall retain jurisdiction for the purpose of implementing and enforcing the Settlement including, without limitation, the Plaintiffs' releases and resolving, if necessary, any dispute as to the allocation of the Fee and Expense Award or Service Awards.

15.8. Submission to Jurisdiction of the Court. The Parties, Released Defendant Parties and Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

15.9. Entire Agreement. This Agreement constitute the entire agreement among the Parties concerning this Settlement. No representations, warranties, or inducements have been made by or to any Party concerning this Settlement other than those contained and memorialized in the Agreement. This Settlement supersedes any and all earlier statements, representations, promises or other agreements, written or oral, with respect to the subject matter of this Agreement.

15.10. Change in Circumstances. It is understood by the Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Settlement is entered into may turn out to be other than or different from the facts and law now known to each Party or believed by such Party to be true. Accordingly, each Party assumes the risk of the facts or law turning out to be different, and agrees that this Settlement shall be in all respects effective and not subject to termination by reason of any such different facts or law except as otherwise expressly provided herein.

- 15.11. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provisions of this Settlement except as provided in ¶14.1.
- 15.12. Counterpart Signatures. This Settlement may be executed in one or more original or electronic counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for each Party will maintain their own respective original signature pages. A complete set of executed counterparts shall be filed with the Court.
- 15.13. Governed by Laws of the State of Minnesota. This Settlement shall be governed by the laws of the State of Minnesota without regard to conflicts of laws except to the extent that federal law requires that federal law govern.
- 15.14. Construction. This Settlement shall not be construed more strictly against any Party than another merely by virtue of the fact that the Settlement, or any part of it, may have been prepared by counsel for the Party.
- 15.15. Warranties of Authority. All counsel and any other person executing this Settlement and any exhibits attached to this Settlement warrant and represent that they have the full authority to do so and that they have the authority to take the appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.
- 15.16. Cooperation. The Parties agree to cooperate fully in seeking Court approval of the Preliminary Approval Order and the Settlement, to use reasonable efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement, and to implement the terms of this Agreement.

15.17. Dispute Resolution. If a dispute arises out of or relates to this Agreement, the Parties agree first to try in good faith to resolve the dispute by informal negotiation. If the Parties cannot resolve the dispute through informal negotiation, the Parties further agree that they will seek to resolve the dispute through mediation with the Honorable James Rosenbaum, Chief Judge, United States District Court for the District of Minnesota (retired) through JAMS Mediation Services. If Judge Rosenbaum is unavailable, the Parties agree to work in good faith to identify another mediator to resolve the dispute. If the Parties cannot resolve a dispute through mediation, then a Party may seek relief from the Court. Conflict Between Legislative Appropriation and the Agreement. In the event of a conflict between a provision in this Agreement and the Legislative Appropriation, the provisions of the Legislative Appropriation shall control.

15.18. Notices. If any Party is required to give notice to other Parties under this Settlement, such notice shall be in writing and shall be deemed to be duly given upon receipt by hand delivery or electronic mail. Notice shall be provided to counsel indicated on the signature blocks below.

The Lead Plaintiffs and the Defendants have caused this Settlement to be executed by their duly authorized representatives.

Case No.: 62-CV-19-6012
Case No.: 62:CV-23-3405
Case No.: 69-H1-CV-23-713

SETTLEMENT AGREEMENT
EXECUTION PAGE

For Defendants County of Hennepin, Daniel Rogan and Mark V. Chapin:

MARY F. MORIARTY
Hennepin County Attorney

Dated: June 11, 2024

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Board of Commissioners

Request for Board Action

Item Number: DC-3405

Agenda #: 11.1

Meeting Date: 6/25/2024

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Regular Action

TITLE

Authorization To Acquire Schwamb Property In Miesville Ravine Park Reserve

PURPOSE/ACTION REQUESTED

Authorize expenditure of up to \$443,500 to acquire the Peter and Linda Schwamb (Schwamb) property located within Miesville Ravine Park Reserve (MRPR) in Douglas Township; authorize the Physical Development Director (PDD) to sign a purchase agreement (PA); authorize submission of an Acquisition Opportunity Fund (AOF) funding request to the Metropolitan Council (MC); and authorize the Chair of the County Board of Commissioners to execute a required Agreement and Restrictive Covenant (ARC).

SUMMARY

The Schwambs have lived on a five-acre property located within the northern portion of MRPR in Douglas Township for more than 37 years. The property is a mix of grasslands and woodlands and includes a 1-1/2 story, 1,342-square-foot house built circa 1900; a manufactured home; a detached garage; and multiple outbuildings/sheds. Acquisition of this property would provide important access to the northern portion of MRPR. The legal description (Attachment: Legal Description of the Property) and general depiction (Attachment: General Depiction of the Property) of the property are attached.

County staff has been communicating with the Schwamb's for years to maintain a good relationship and to be updated on their plans and goals. Based on recent discussions, their property was appraised to assist them in their decision-making and to place the County in a better position to potentially acquire the property if they were ready to sell. During this process, it was determined that the portion of their long driveway, located on two adjoining properties, was never recorded. Despite attempts by the Schwamb's to obtain access easements from the adjoining property owners, they were unsuccessful. However, the County Attorney's Office review determined that the Schwamb's legal claim to a prescriptive right to the driveway would transfer to the County if the driveway is not used for open public access.

During the time when the appraisal was being completed, the Schwamb's began searching for other properties. The independent appraisal of the property was completed, reviewed, and approved by County staff. Shortly after County staff presented a contingent offer based on the \$420,000 appraised value, the Schwamb's were informed that their offer to acquire a different property was accepted. During follow-up negotiations, the Schwamb's agreed to sell their property to the County for \$20,000 more than the appraised value in exchange for waiving eligible relocation expenses, which resulted in net savings for the County. This property acquisition is eligible for MC AOF funding that requires the

County Board Chair to sign an ARC.

The financial summary of estimated project costs is as follows:

	Purchase Price	Closing Costs	Met Council AOF (75%)	County Cost (25%)	Sub-total Costs
Acquisition	\$440,000	\$3,500	\$332,625	\$110,875	\$443,500
Relocation Expenses					\$0
Total Cost			\$332,625	\$110,875	\$443,500

RECOMMENDATION

Staff recommends authorization to expend up to \$443,500 to acquire the Schwamb property; authorization for the PDD to execute the PA; authorization to submission an AOF funding request to the MC; and authorization for the County Board Chair to execute a required ARC.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient AOF and County matching funds are available in the approved 2024 Parks Capital Improvement Program budget for this acquisition. If AOF funds are not available, Environmental Legacy Funds are available for this acquisition.

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

RESOLUTION

WHEREAS, Peter and Linda Schwamb (Schwamb) own a five-acre property located within Miesville Ravine Park Reserve (MRPR) in Douglas Township; and

WHEREAS, the acquisition of this property would provide important access to the northern portion of MRPR; and

WHEREAS, County staff has been meeting with the Schwamb’s for many years to explore acquisition options and timing, should the Schwamb’s decide to move from the property; and

WHEREAS, an independent appraiser was contracted to appraise the Schwamb property; and

WHEREAS, during the appraisal process, it was determined that the portion of the long driveway located on two adjoining properties was never recorded; and

WHEREAS, the County Attorney’s Office reviewed the driveway access issue and determined that the Schwamb’s have prescriptive rights to use the driveway on the two adjoining properties, and those rights would transfer to the County, if the driveway is not used for open public access; and

WHEREAS, the appraisal was completed, reviewed, and approved by County staff; and

WHEREAS, a sale of a property with an occupied residence requires relocation expenses be offered to the property owner; and

WHEREAS, the Schwambs agreed to sell the property for \$20,000 more than the \$420,000 appraised value in exchange for their willingness to waive relocation expenses, resulting in net savings for the County; and

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

WHEREAS, the Physical Development Director (PDD) is required to sign the purchase agreement (PA) to acquire the Schwamb property; and

WHEREAS, the Schwamb property acquisition is eligible for a 75 percent Acquisition Opportunity Fund (AOF) grant through the Metropolitan Council (MC) and;

WHEREAS, an AOF grant can be submitted to the MC after a PA is signed by the PDD and the Schwamb; and

WHEREAS, if the County is awarded an AOF grant by the MC for the Schwamb property, the Chair of the County Board of Commissioners is required to sign an Agreement and Restrictive Covenant with the MC; and

WHEREAS, there are adequate County AOF matching funds in the approved 2024 Parks Capital Improvement Program budget for the proposed acquisition; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$443,500 to acquire the Peter and Linda Schwamb property, including \$440,000 for acquisition and \$3,500 in estimated closing costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a purchase agreement with Peter and Linda Schwamb's to acquire their property, 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 staff to submit an Acquisition Opportunity Fund grant request to the Metropolitan Council to receive up to 75 percent of the Schwamb property acquisition costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute an Agreement and Restrictive Covenant with the Metropolitan Council, which is required by the Metropolitan Council as part of an Acquisition Opportunity Fund grant agreement; and

BE IT FURTHER RESOLVED, That following the acquisition of the Schwamb property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$332,625 of reimbursement funds that will be returned to the 2024 Parks Capital Improvement Program.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Legal Description of the Property

Attachment: General Depiction of the Property

BOARD GOALS

A Great Place to Live

A Successful Place for Business and Jobs

A Healthy Environment

Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Lisa West

Legal Description of Peter H. & Linda J. Schwamb Property

Tract No. 462

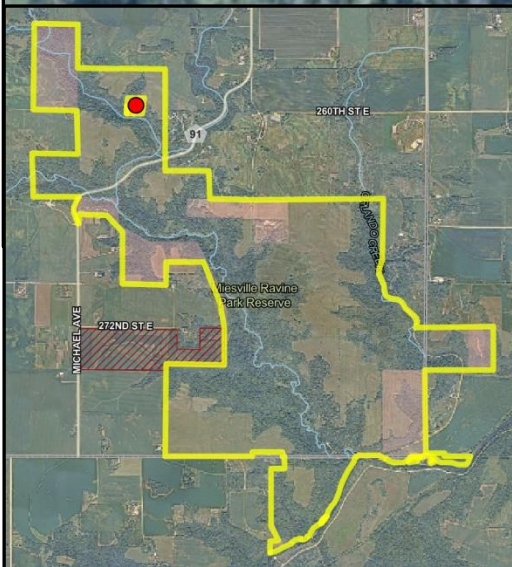
Property Identification Number 09-02600-26-015

That part of the Northwest Quarter of Section 26, Township 113 North, Range 17 West and part of the Southwest Quarter of Section 23, Township 113 North, Range 17 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 26; thence North 89 degrees 33 minutes 20 seconds West, assumed bearing, along the north line of said Northwest Quarter a distance of 689.88 feet to the point of beginning; thence North 7 degrees 07 minutes 18 seconds East a distance of 391.16 feet; thence North 89 degrees 33 minutes 20 seconds West, parallel with said north line of the Northwest Quarter a distance of 475.00 feet, thence South 7 degrees 07 minutes 18 seconds West a distance of 461.66 feet, thence south 89 degrees 33 minutes 20 seconds East, parallel with said north line of the Northwest Quarter a distance of 475.00 feet; thence North 7 degrees 07 minutes 18 seconds East, a distance of 70.50 feet, to said north line of the Northwest Quarter and the point of beginning.

Area: 5.0 acres

Peter & Linda Schwamb Property



Location within Miesville Ravine Park Reserve



Board of Commissioners

Request for Board Action

Item Number: DC-3539

Agenda #: 14.1

Meeting Date: 6/25/2024

Information

See Attachment for future Board meetings and other activities.

June 24, 2024

Monday

- 9:00 AM - 9:00 AM **Special Dakota County Board Of Commissioners Meeting -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 5:00 PM - 5:00 PM **Dakota County Board of Commissioners Work Session -- Western Service Center, 14955 Galaxie Avenue, Apple Valley, Conference Room L139**

June 25, 2024

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 **Dakota County Regional Railroad Authority - CANCELED**
- 10:00 AM - 10:00 AM **Budget Workshop (or following GGP) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 1:30 PM - 1:30 PM **Special Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 4:30 PM - 4:30 PM **Open House: County Project 46-57 Roundabout -- USW Local 662, 18990 Goodwin Ave, Hastings**

June 26, 2024

Wednesday

- 9:15 AM - 9:15 AM **Metropolitan Mosquito Control District Commission Meeting -- Metropolitan Government Center, 2099 University Avenue West, St. Paul**

June 27, 2024

Thursday

- 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**

July 4, 2024

Thursday

All Day

County Offices Closed - Independence Day Holiday

July 8, 2024

Monday

12:00 PM - 12:00 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3Zll0REJyVGJ2RnQxbXc4Zz09>)

July 9, 2024

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



Board of Commissioners

Request for Board Action

Item Number: DC-3540

Agenda #: 3.1

Meeting Date: 6/25/2024

Adjournment