



Dakota County

Board of Commissioners

Agenda

Tuesday, October 21, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Commissioners may participate in the meeting by interactive technology.

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

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

4. **Agenda**

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

CONSENT AGENDA

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

- 5.1 Approval of Minutes of Meeting Held on October 7, 2025

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

- 6.1 *Parks* - Adoption Of Mississippi River Greenway Natural Resource Management Plan
 - 6.2 *Facilities Management* - Approval Of Unified Schematic Design And Authorization To Amend Professional Services Contract With ALLiiANCE For Empire Maintenance Facility Redevelopment Project

- 6.3** *Human Resources* - Authorization To Offer One Supplemental Group Short Term Disability Plan and Approval of Rate For 2026

7. Central Operations

- 7.1** *Finance* - Report On Invoices Paid In September 2025
- 7.2** *Information Technology* - Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With City Of Lakeville
- 7.3** *Information Technology* - Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With Inver Hills Community College
- 7.4** *Information Technology* - Authorization To Execute Contract With AVI Systems, Inc. dba FORTÉ To Upgrade Boardroom AudioVisual Equipment

8. Community Services

- 8.1** *Social Services-Adult Services* - Authorization To Execute Contracts For Adult Mental Health Services
- 8.2** *Social Services-Adult Services* - Authorization To Execute Contracts For Conservator And Guardianship Services
- 8.3** *Social Services-Housing & Community Resources* - Authorization To Execute Contracts For Housing Services
- 8.4** *Social Services-Housing & Community Resources* - Authorization To Execute Contract For Volunteer Driver Transportation Services
- 8.5** *Community Corrections* - Authorization To Execute Contracts For Community Corrections Services
- 8.6** *Community Corrections* - Authorization To Execute Joint Powers Agreements For Sentence To Service Program
- 8.7** *Community Corrections* - Authorization To Execute Contract Amendments For Community Corrections Services
- 8.8** *Community Corrections* - Authorization To Execute Joint Powers Agreement With Intermediate School District 917 For Education Services
- 8.9** *Public Health* - Authorization To Execute Joint Powers Agreement With Ramsey County For Tuberculosis Services

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

9. Physical Development

- 9.1** *Physical Development Administration* - Reaffirmation Of Base Levy And Approval Of 2026 Incremental Levy For Dakota County Community Development Agency
- 9.2** *Physical Development Administration* - Approval Of Substantial Amendments To 2021 Dakota County HOME Consortium Program
- 9.3** *Physical Development Administration* - Authorization To Submit Funding Request To State Park Road Account Program For Paving Pine Bend Trail Between Fahey Avenue And Fischer Avenue
- 9.4** *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 9.5** *Transportation* - Scheduling Of Public Hearing To Receive Comments On Eligible Projects For County Transportation Sales And Use Tax Funds
- 9.6** *Transportation* - Authorization To Execute Railroad Flaggers Contract Fourth Amendment On Railroad Bridge In Castle Rock Township, County Project 86-34
- 9.7** *Transportation* - Authorization To Execute Cooperative Construction Agreement With Minnesota Department Of Transportation For Two Roundabouts On County State Aid Highway 86, County Projects 86-043 And 86-044
- 9.8** *Transportation* - Authorization To Execute Joint Powers Agreements With City Of Apple Valley For Intersection Safety Improvement Project At County State Aid Highway 31 (Pilot Knob Road) And Upper 147th Street In City Of Apple Valley, County Project 31-118
- 9.9** *Transportation* - Authorization To Execute Joint Powers Agreements With City Of Apple Valley And City Of Rosemount For County State Aid Highway 42 (150th Street W) Mill And Overlay Project, County Project 42-173
- 9.10** *Transportation* - Authorization To Execute Joint Powers Agreements With City Of Apple Valley And City Of Lakeville For County State Aid Highway 23 (Cedar Ave) Mill And Overlay Project, County Project 23-088
- 9.11** *Environmental Resources* - Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization And City Of Lakeville For Construction Of Launch Park Wetland Restoration

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

9.13 *Facilities Management* - Authorization To Execute Contract With Quality Locksmith, Inc., For Door And Key Repair, Maintenance, And Installation Services

10. Public Services and Revenue

10.1 *Elections* - Authorization To Award Bid And Execute Contract For Electronic Voting System

10.2 *Elections* - Authorization To Renew Contract For Printing And Mailing Of Election Ballots With SeaChange

10.3 *Elections* - Authorization To Submit Grant Application To Minnesota Secretary Of State's Office For Accessibility Grant

10.4 *Service and License Centers* - Authorization To Amend Contract With ArcaSearch LLC For Vital Records Digitalization Scanning Project

REGULAR AGENDA

11. Central Operations

11.1 *Office Of Risk Management* - Authorization To Renew Cyber Security Insurance With American International Group, Inc (AIG) Specialty Insurance Company

12. Physical Development

12.1 *Environmental Resources* - Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization For Enhanced Street Sweeping Study

13. Closed Executive Session

13.1 *Office Of The County Manager* - Closed Executive Session: Discussion Of Legal Strategy In Caleb Duffy v. Dakota County et al.

13.2 *Office Of The County Manager* - Closed Executive Session: Discussion of Legal Strategy in Josephine Adu-Gyane et al. v. Dakota County et al.

14. Interagency Reports/Commissioner Updates

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

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

See Attachment for future Board meetings and other activities.

17. Adjournment**17.1 Adjournment**

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

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Public Comment can be sent to CountyAdmin@co.dakota.mn.us



Board of Commissioners

Request for Board Action

Item Number: DC-4993	Agenda #: 4.1	Meeting Date: 10/21/2025
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Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-4994

Agenda #: 5.1

Meeting Date: 10/21/2025

Approval of Minutes of Meeting Held on October 7, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, October 7, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

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

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

2. Pledge of Allegiance

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

3. Audience

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

4. Agenda

4.1 Resolution No: 25-460 Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Item 12.1 Authorization To Release Draft 2026-2030 Capital Improvement Program For Formal Review was previously tabled at the September 23, 2025 County Board meeting. Chair Slavik requested a motion to 'Take from the table' to consider this item on today's agenda.

On a motion by Commissioner Halverson, seconded by Commissioner Hamann-Roland, this item was unanimously approved for today's agenda.

Ayes: 7

5. Presentation

5.1 Update from the Medical Examiner's Office

Chief Medical Examiner Andrew M. Baker and Director of Medical Examiner Operations Shawn Wilson gave a brief presentation. The presentation included a historical overview, what the medical examiner offices do, high-level review of annual statistics, as well as a look at the new facility that is located in Minnetonka, Minnesota. This presentation was on the agenda for informational purposes only.

CONSENT AGENDA

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

6. County Administration - Approval of Minutes**6.1 Resolution No: 25-461**

Approval of Minutes of Meeting Held on September 23, 2025

Motion: Joe Atkins

Second: Mary Hamann-Roland

Ayes: 7

7. Central Operations**7.1 Resolution No: 25-462**

Proclaim October 2025 As Cyber Security Awareness Month

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, counties recognize the vital role that the internet and information technology play in their county staffs' and residents' daily lives; and

WHEREAS, counties understand that critical sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care and emergency response systems; and

WHEREAS, internet users and the nation's information infrastructure face an increasing threat of malicious cyber-attack, loss of privacy from spyware and adware, and significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which everyone has a critical role, and awareness of computer security essentials will improve the security of Dakota County information infrastructure and economy; and

WHEREAS, the U.S. Department of Homeland Security and the National Cyber Security Alliance have promoted an annual National Cyber Security Awareness Month, and all government entities and citizens are encouraged to learn about cyber security and put that knowledge into practice in their homes, schools, workplaces, and businesses.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaim the month of October 2025 as Cyber Security Awareness Month in Dakota County.

Ayes: 7

7.2 Resolution No: 25-463
Schedule A Public Hearing To Receive Comments On Dakota County 2026 Recommended Fee Schedules

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, County fees for services not otherwise established by law may be imposed if adopted by the Dakota County Board of Commissioners following a public hearing; and

WHEREAS, Staff will present a schedule of recommended 2026 fees at the General Government and Policy Committee meeting on October 7, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing for the purpose of receiving public comments regarding the proposed fee schedules on November 4, 2025, at 9:00 a.m., in the Boardroom, Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota or via telephone or other electronic means; and

BE IT FURTHER RESOLVED, That the proposed fee schedules will be implemented effective January 1, 2026 (some Parks fees effective late 2025); and

BE IT FURTHER RESOLVED, That staff is hereby directed to post notice of this public hearing on the official Dakota County website following adoption of this resolution and to not remove the notice from the website until November 4, 2025.

Ayes: 7

8. County Board/County Administration

8.1 Resolution No: 25-464
Authorization To Amend 2025 County Board/Committee Of The Whole Meeting Schedule

Motion: Joe Atkins

Second: Mary Hamann-Roland

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a General Government and Policy Committee of the Whole on October 21, 2025, 9:30 a.m. (or following the County Board meeting), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules a General Government and Policy Committee of the Whole on November 18, 2025, 9:30 a.m. (or following the County Board meeting), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules a Budget Workshop on November 18, 2025, 10:00 a.m. (or following the General Government and Policy Committee of the Whole), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.

Ayes: 7

9. Physical Development

9.1 Resolution No: 25-465

Approval Of Final Plats Recommended By Plat Commission

Motion: Joe Atkins

Second: Mary Hamann-Roland

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

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

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

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

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

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

AMELIA MEADOW 2ND ADDITION Lakeville

Ayes: 7

9.2 Resolution No: 25-466

Authorization To Execute Joint Powers Agreement With Cities Of Burnsville And Apple Valley For Traffic Signal Revisions At County State Aid Highway 11 And Palomino Road, County Project 11-29

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, to promote a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 11-29; and

WHEREAS, the traffic signal is owned and operated by Dakota County; and

WHEREAS, the existing traffic signal system is justified and continues to be the right measure for intersection control to access traffic volumes and operations at this intersection; and

WHEREAS, the County is the lead agency for County Project (CP) 11-29 to revise the signal system at CSAH 11 and Palomino Road; and

WHEREAS, CP 11-29 is a signal revision project which will revise the signal system to allow for flashing yellow arrow left-turn signal operation on the County State Aid Highway (CSAH) 11 approaches; and

WHEREAS, Dakota County is partnering with the cities of Burnsville and Apple Valley; and

WHEREAS, a Joint Powers Agreement with the cities of Burnsville and Apple Valley is necessary to define County and City design, construction, and cost participation for County Project 11-29; and

WHEREAS, County and City engineering and construction costs for CP 11-29 will be in accordance with the adopted Cost Share Policy F.4 Cost Participation - Traffic Signal, with the County's cost-share at 50 percent (estimated \$15,00) and each City's cost share at 25 percent (estimated \$7,500); and

WHEREAS, County and City maintenance, operation, and energy cost responsibilities will remain as identified in Traffic Signal Agreement 01-05, by Resolution No. 01-241 (April 9, 2001).

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 cities of Burnsville and Apple Valley to proceed with County Project 11-29 for traffic signal system revisions at the intersection of County State Aid Highway 11 and Palomino Road, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.3 Resolution No: 25-467

Authorization To Initiate Quick-Take Condemnation For Two Roundabouts On County State Aid Highway 86 (280th Street W), County Projects 86-043 And 86-044

Motion: Joe Atkins

Second: Mary Hamann-Roland

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

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

spring of 2026; and

WHEREAS, the parcels have been appraised, and first offers were prepared and sent on May 6, 2025, for a total appraised value of \$3,400 for CP 86-043; and

WHEREAS, the parcels have been appraised, and first offers were prepared and sent on June 11, 2025, for a total appraised value of \$32,350 for CP 86-044; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it may become 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 spring 2026 start date for CP 86-043 and CP 86-044; and

WHEREAS, parcels that have been settled through negotiation prior to the date required for filing the condemnation petition will not be included; and

WHEREAS, the following acquisitions from two parcels are necessary to proceed with CP 86-043:

Parcel 1 - The Otte Family Trust dated March 29, 2022, 17-03200-75-011
Permanent Drainage and Utility Easement 5,849 square feet

A drainage and utility easement over, under, and across that part of the north 22.00 feet of the south 55.00 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 113 North, Range 18 West, lying westerly of the westerly right of way line of State Trunk Highway No. 56 (Randolph Boulevard); excepting that part of said Southeast Quarter of the Southeast Quarter depicted as Parcel 11 on Dakota County Road Right of Way Map No. 400, according to the recorded map thereof, Dakota County, Minnesota.

Parcel 2 - Farmer John L.P., 31-00400-25-017
Temporary Easement 8,537 square feet

A temporary easement for highway purposes over, under, and across that part of the Northwest Quarter of Section 4, Township 112 North, Range 18 West lying westerly of the westerly right of way of State Trunk Highway No. 56 (Randolph Boulevard), southerly of Parcel 30 as shown on Dakota County Road Right of Way Map No. 400, according to the recorded map thereof, Dakota County, Minnesota, and northerly of the following described line:
Commencing at the northwest corner of said Northwest Quarter of Section 4; thence South 89 degrees 57 minutes 33 seconds East, assumed bearing along the north line of said Northwest Quarter a distance of 307.53 feet; thence South 00 degrees 02 minutes 27 seconds West a distance of 65.00 feet to the point of beginning of the line to be described; thence South 89 degrees 57 minutes 33 seconds East a distance of 182.37 feet; thence southeasterly a distance of

145.98 feet along a tangential curve concave to the southwest having a radius of 456.00 feet and a central angle of 18 degrees 20 minutes 32 seconds; thence South 71 degrees 37 minutes 01 second East, tangent to said curve, a distance of 140.05 feet to the westerly right of way line of State Trunk Highway No. 56 and said line there terminating.

Together with a temporary easement for highway purposes over, under, and across that part of the Northwest Quarter of Section 4, Township 112 North, Range 18 West lying east of the easterly right of way of State Trunk Highway No. 56 (Randolph Boulevard), southerly of Parcels 30 & 31 as shown on Dakota County Road Right of Way Map No. 400, according to the recorded map thereof, Dakota County, Minnesota, and northerly of the following described line:

Commencing at the northeast corner of said Northwest Quarter of Section 4; thence North 89 degrees 59 minutes 17 seconds West, assumed bearing along the north line of said Northwest Quarter a distance of 1167.87 feet; thence South 14 degrees 14 minutes 37 seconds East a distance of 181.53 feet to the southerly line of said Parcel 30 and the point of beginning of the line to be described; thence continuing South 14 degrees 14 minutes 37 seconds East a distance of 5.00 feet; thence South 75 degrees 45 minutes 23 seconds West a distance of 160.00 feet; thence westerly a distance of 227.44 feet along a tangential curve concave to the north having a radius of 581.00 feet and a central angle of 22 degrees 25 minutes 43 seconds; thence North 81 degrees 48 minutes 54 seconds West, not tangent to said curve, a distance of 162.62 feet to the easterly right of way of State Trunk Highway No. 56 and said line there terminating.
; and

WHEREAS, the acquisition of six private property parcels identified in Dakota County Right of Way Map No. 520 by the County is necessary to move forward with the CP 86-044:

<u>PARCEL</u>	<u>OWNER</u>	<u>(AREA in Square Feet)</u>
1	Castle Rock Properties	25,320 (TE)
2	Chippendale Ave, LLC	2,977 (TE)
3	Simman Inc. DBA Simman LLC	1,059 (PE) and 8,474 (TE)
4	Todd Cao	9,733 (PE) and 6,616 (TE)
5	RRTM, Inc	3,764 (TE)
6	Castle Rock Mitigation Resources, LLC	9,896 (PE)

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the remaining parcels for County Project 86-043 and County Project 86-044 to allow a spring 2026 construction start date in the event that timely acquisitions by direct negotiations of all parcels do not appear possible.

Ayes: 7

9.4 Resolution No: 25-468

Authorization To Execute Professional Services Contract With Bloom Companies, LLC For Lake Byllesby Regional Park Campground Building Design

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the 2025-2029 Building Capital Improvement Program (CIP) Adopted Budget includes a project to look at the replacement or renovation of campground buildings in Lebanon Hills and Lake Byllesby Regional Parks; and

WHEREAS, Locus Architecture was hired to review a number of campground buildings, and one of the buildings recommended included a severe weather shelter component; and

WHEREAS, a Request for Proposals was prepared and issued to the public on August 13, 2025, and six proposal responses were received on September 4, 2025; and

WHEREAS, following the Proposal Response evaluations, staff invited two consultant firms to interview for this project on September 17, 2025; and

WHEREAS, following the interviews, staff reached a unanimous decision to recommend Bloom Companies, LLC as the consultant firm to provide the specified professional design services for this project; and

WHEREAS, Bloom Companies, LLC has submitted a total fee proposal of \$101,238 for professional design services; and

WHEREAS, sufficient funds are available within the 2025-2029 Parks CIP Adopted Budget for this project design and anticipated construction costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a professional services contract with Bloom Companies, LLC, 7825 Washington Ave S, Suite 635, Minneapolis, MN 55439 to provide architectural and engineering design services on the Lake Byllesby Campground Building Project, in an amount not to exceed \$101,238, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.5 Resolution No: 25-469

Authorization To Purchase Fuel From State Of Minnesota Fuel Consortium Program

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County has experienced significant variability in spot market fuel prices in the past; and

WHEREAS, the State of Minnesota is offering participants in the Fuel

Consortium Program (Consortium) an opportunity to purchase fuel on a fixed price basis for a period of February 1, 2026, to January 31, 2027; and

WHEREAS, the fixed prices available under the Consortium program are expected to be lower than prices available through the spot market; and

WHEREAS, purchasing fuel on a fixed price basis will ensure accurate County budget planning and budget stability; and

WHEREAS, Dakota County holds a cooperative purchase agreement with the State of Minnesota that allows the County to purchase from vendors under contract with the State of Minnesota; and

WHEREAS, the use of the Consortium will reduce Dakota County administrative costs associated with the competitive bidding process and avoid duplication of activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy Physical Development Director, or designee to purchase 70 percent (127,000 gallons) of the County's estimated unleaded fuel need and 70 percent (102,000 gallons) of the County's estimated diesel fuel needs for the period of February 1, 2026, to January 31, 2027, through the State Fuel Consortium Program, at the rates approved by the State of Minnesota; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Deputy Physical Development Director, or designee to purchase the remaining amount of fuel necessary for County operations from the State Spot Price Program or through local spot price vendors.

Ayes: 7

10. Public Services and Revenue

10.1 Resolution No: 25-470

Authorization To Execute Software Maintenance And Support Agreement With West Central Indexing, LLC

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County selected West Central Indexing, LLC's RecordEASE Document Recording Software for a Property Records Management System; and

WHEREAS, by Resolution No. 14-512 (October 21, 2014), the Dakota County Board of Commissioners approved the license agreement for the software and both parties entered into a license agreement with respect to the RecordEASE Document Recording Software; and

WHEREAS, the Parties previously entered into a Software Maintenance and

Support Agreement related to the Licensed Software on September 1, 2020; and

WHEREAS, the payment terms of the existing contract have expired; and

WHEREAS, Dakota County wishes to execute a new Software Maintenance and Support Agreement to set forth the terms and conditions pursuant to which West Central Indexing, LLC shall provide software maintenance and support relating to the RecordEASE Document Recording Software and establish a new annual fee; and

WHEREAS, the new five-year annual fee of \$68,970 is included in the restricted Recorder's Equipment fund balance within the General Fund, pursuant to MN Stat. § 357.18 Subd. 4; and

WHEREAS, staff recommends executing the Software Maintenance and Support Agreement with West Central Indexing, LLC for the maintenance and support of RecordEASE Document Recording Software.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Property Taxation and Records Director to execute the Software Maintenance and Support Agreement between Dakota County and West Central Indexing, LLC, for the RecordEASE Document Recording Software for the period of September 1, 2025 to August 31, 2030.

Ayes: 7

REGULAR AGENDA

11. Community Services

11.1 Resolution No: 25-471

Proclamation Of County And Tribal Financial Worker And Case Aides
Appreciation Day In Dakota County

Motion: Laurie Halverson

Second: Mary Hamann-Roland

Employment and Economic Assistance Deputy Director Tiffinie Miller presented this item and responded to questions.

WHEREAS, the day in October (as appointed by the governor), is County and Tribal Financial Worker and Case Aide Appreciation Day, a time set aside to recognize and commend the vital role these staff play in creating a healthy and safe community; and

WHEREAS, County and Tribal financial workers and case aides provide outstanding service to the people of Dakota County through their administration of multiple complex public assistance programs that support economic stability and family well-being; and

WHEREAS, these staff are entrusted with the prudent expenditure of millions of dollars annually and must meet high standards of job performance in determining eligibility for public assistance; and

WHEREAS, financial workers and case aides manage ongoing backlogs, increasing program complexity, outdated technology, continuous policy and procedure changes, and high-stress customer service interactions with professionalism, resilience, and compassion, often under significant pressure; and

WHEREAS, the duties of financial workers and case aides require broad knowledge, adaptability, and cultural responsiveness to serve households equitably and effectively; and

WHEREAS, despite these challenges, they return each day with determination, compassion, and commitment to providing person-centered support to tens of thousands of Dakota County residents.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners does hereby proclaim the day in October, appointed by the governor, as Financial Worker and Case Aide Appreciation Day in Dakota County and calls upon all residents to join in recognizing and honoring the dedication, skill, and service of these vital employees.

Ayes: 7

12. Physical Development

12.1 Resolution No: 25-472

Authorization To Release Draft 2026-2030 Capital Improvement Program For Formal Review

Motion: Joe Atkins

Second: Mary Hamann-Roland

Physical Development Deputy Director Erin Stwora briefed this item and responded to questions.

WHEREAS, the Dakota County Board of Commissioners recognizes the need to identify and plan for future capital projects; and

WHEREAS, the County desires input from local communities in developing its Capital Improvement Program (CIP); and

WHEREAS, staff has compiled the draft 2026-2030 CIP; and

WHEREAS, by Resolution No. 24-476 (September 24, 2024), the County Board scheduled budget workshops to discuss the 2024 Budget, which began on July 8, 2025; and

WHEREAS, by Resolution No. 24-476 (September 24, 2024), the County Board also scheduled a public hearing to be held on December 2, 2025, to receive comments on the 2026-2030 CIP.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to submit the draft 2026-2030 Capital Improvement Program summary to the cities and townships for formal review and comment prior to the public hearing; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to post the draft 2026-2030 Capital Improvement Program to the Dakota County website to allow review from interested parties as a means of receiving further input prior to the adoption of the Capital Improvement Program in December 2025.

Ayes: 7

13. Closed Executive Session

13.1 Resolution No: 25-473

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

Motion: Joe Atkins

Second: Laurie Halverson

The time being 10:15 a.m. and pursuant to public notice, the County Board recessed the County Board meeting and met in Conference Room 3A, Administration Center, to discuss the legal strategy of Caleb Duffy v. Dakota County.

The following were present:

Commissioner Mike Slavik, District 1

Commissioner Joe Atkins, District 2

Commissioner Laurie Halverson, District 3

Commissioner William Droste, District 4

Commissioner Liz Workman, District 5

Commissioner Mary Liz Holberg, District 6

Commissioner Mary Hamann-Roland, District 7

Heidi Welsch, County Manager

Kathy Keena, County Attorney

Jenny Groskopf, Risk and Emergency Management Director

Sarah Fenske, Risk Management Coordinator

Tom Donely, First Assistant County Attorney

Jeni Reynolds, Clerk to the Board

Lucie O'Neill, County Attorney's Office Civil Head

Justin Hagel, Attorney

Jim Gabriel, Sheriff's Office Commander

Sheriff Joe Leko

The Closed Executive Session continued until 10:41a.m., at which time the

Board reconvened the County Board meeting with all members present.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Board meeting on October 7, 2025, and recesses to conference room 3A, Administration Center, Hastings, to discuss with the County Attorney the legal strategy in *Brian Duffy, legal guardian for Caleb Duffy v. Dakota County et al.*

Ayes: 7

14. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

15. County Manager's Report

County Manager Heidi Welsch provided comments regarding the need for technology updates for the Boardroom.

16. Information

16.1 Information

See Attachment for future Board meetings and other activities.

17. Adjournment

17.1 Resolution No: 25-474

Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 10:43 a.m.

Ayes: 7

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-4847

Agenda #: 6.1

Meeting Date: 10/21/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Adoption Of Mississippi River Greenway Natural Resource Management Plan

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Commissioners

Request for Board Action

Item Number: DC-4355

Agenda #: 6.2

Meeting Date: 10/21/2025

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Approval Of Unified Schematic Design And Authorization To Amend Professional Services Contract With ALLiiANCE For Empire Maintenance Facility Redevelopment Project

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Commissioners

Request for Board Action

Item Number: DC-4815

Agenda #: 6.3

Meeting Date: 10/21/2025

DEPARTMENT: Human Resources

FILE TYPE: Consent Action

TITLE

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

RESOLUTION

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

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

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

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

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

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



Board of Commissioners

Request for Board Action

Item Number: DC-4979	Agenda #: 7.1	Meeting Date: 10/21/2025
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DEPARTMENT: Finance
FILE TYPE: Consent Information

TITLE
Report On Invoices Paid In September 2025

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

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

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

Payments for the month ending September 30, 2025, total \$25,271,171.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,637,035	Retirement accounts, PERA, health & dental
Payments to other governments	\$109,770	Pass through payments - taxes, fees
Materials & supplies	\$161,296	Highway, Parks, Buildings material/supplies
Overall support of departments	\$4,952,666	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$4,046,351	Major client services contract
All other expenses	\$4,322,686	BIP, CEP, and misc.
Capital projects	\$9,041,367	Highway & building construction
	<u>\$25,271,171</u>	

RECOMMENDATION
Information only; no action requested.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: RBA Paid Invoices Report Sept2025

BOARD GOALS

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

CONTACT

Department Head: Will Wallo

Author: Jan Larson

RBA - REPORT ON INVOICES PAID**2025**

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

3 Payrolls = January and August

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



Board of Commissioners

Request for Board Action

Item Number: DC-4927

Agenda #: 7.2

Meeting Date: 10/21/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a Fiber Optic Indefeasible Right To Use Agreement (IRU) with the City of Lakeville.

SUMMARY

The City of Lakeville desires to obtain from Dakota County the use of 12 strands of County-owned fiber to provide the City of Lakeville fiber connecting Lakeville Fairfield Water Tower to Lakeville City Hall. Dakota County desires to obtain from the City of Lakeville the use of 24 strands of City-owned fiber to connect Fairfield 800 MHz Radio Tower with a fiber cable. Segment details include:

Segment 1: This segment consists of 12 strands of Dakota County's 288 fibers providing a route between a splice vault at NE of Kensington Blvd and Juniper Way and Lakeville City Hall. The City of Lakeville is allocated the following strands:

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

Segment 2: This segment consists of 24 strands of the City of Lakeville's 48 fibers providing a route between Lakeville's Fairfield 800 MHz Water Tower at 11075 210th Street West, Lakeville and our existing fiber cable. Dakota County is allocated the following strands:

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

Dakota County 2025 General Fund fund balance will be utilized to pay \$9,094 for the total construction costs to connect existing fiber optic cable.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute an IRU with

the City of Lakeville. The City of Lakeville will obtain from Dakota County the use of 12 strands of County-owned fiber to provide the City of Lakeville fiber connecting Lakeville's Fairfield Water Tower to Lakeville City Hall. Dakota County will obtain from the City of Lakeville the use of 24 strands of City-owned fiber to connect Fairfield 800 MHz Radio Tower with a fiber cable.

EXPLANATION OF FISCAL/FTE IMPACTS

The Dakota County 2025 General Fund fund balance will be utilized to pay \$9,094 for the total construction cost to connect existing fiber optic cable.

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

RESOLUTION

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

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

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

; and

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

WHEREAS Dakota County will be allocated the following strands:

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

; and

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Indefeasible Right To Use Agreement

BOARD GOALS

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

CONTACT

Department Head: Tony Gomes

Author: Dan Ferber

Contract #

FIBER OPTIC INDEFEASIBLE RIGHT TO USE
AGREEMENT BY AND BETWEEN
DAKOTA COUNTY AND
CITY OF LAKEVILLE

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A and B, (collectively the “Agreement” or the “IRU Agreement”) is made by and between, County of Dakota, a Minnesota County government unit, acting by and through its Board of Commissioners (“County”) and City of Lakeville, a Minnesota municipal corporation acting through its, City Council (“City”). The County and City may be referred to herein individually as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. City desires to obtain from the County the use of twelve strands of County-owned fiber to provide the City fiber connecting Lakeville Fairfield Water Tower to Lakeville City Hall as described in this Agreement; and
- B. County desires to obtain from the City the use of 24 strands of City-owned fiber to connect Fairfield 800 MHz Radio Tower with a fiber cable as described in this Agreement: and
- C. County agrees to grant to the City the right to use twelve strands of fiber and the City grants the use of twenty-four strands of fiber to County within certain Fiber Optic Cable segments on the terms and conditions set forth below:

DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. “City IRU Assets” means the City’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment B.
- F. “County IRU Assets” means the County’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
- G. “City IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the City.
- H. “County IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the County.
- I. “City IRU Fibers” means the specific City owned Fiber described in Attachment B, for which an IRU is granted to the County in the City IRU Cable pursuant to the terms of this Agreement.

- J. "County IRU Fibers" means the specific County owned Fiber described in Attachment A, for which an IRU is granted to the City in the County IRU Cable pursuant to the terms of this Agreement.
- K. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- L. "Optical Splice Point" means a point where the County's or City's Cable is connected to another entity's Cable within a splice enclosure.
- M. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a City street or other public improvement.

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

ARTICLE I INSTALLATION AND LICENSES

Section 1.1 The City desires an IRU in the County IRU Fibers further described in Attachment A to this Agreement. In consideration of the mutual promises by the County and City in this Agreement, County grants an IRU to the City in twelve (12) strands of the County IRU Fibers as identified in Segment 1 on Attachment A. City shall be entitled to use the County IRU Fibers for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If the City generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of County IRU Fibers, 100% of the revenue generated by use of the County IRU Fibers shall be paid to the County.

Section 1.2 Subject to the terms and conditions of this Agreement, County hereby grants to City a license to access and use the County IRU Fibers within the County IRU Cable as delineated in Attachment A for City use in accord with and during the terms of this Agreement..

Section 1.3 The County IRU Fibers are provided to the City "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect County IRU Fibers to the City network, the City shall be responsible for coordinating this work with County and shall pay all costs and fees associated with connecting the County IRU Fibers to other fibers not owned by County for City network purposes.

Section 1.4 The County desires an IRU in the City IRU Fibers further described in Attachment B to this Agreement. In consideration of the mutual promises by the County and City in this Agreement, City grants an IRU to the County in twenty-four (24) strands of the City IRU Fibers as identified in Segment 2 on Attachment B. County shall be entitled to use the City IRU Fibers for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If the County generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of City IRU Fibers, 100% of the revenue generated by use of the City IRU Fibers shall be paid to the City.

Section 1.5 Subject to the terms and conditions of this Agreement, the City hereby grants to the County a license to access and use the City IRU Fibers within the City IRU Cable as delineated in Attachment B for County use in accord with and during the terms of this Agreement.

Section 1.6 The City IRU Fibers are provided to the County “as is.” If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the County network, the County shall be responsible for coordinating this work with the City and shall pay all costs and fees associated with connecting the City IRU Fibers to other fibers not owned by the City for County network purposes.

Section 1.7 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party’s right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in the Attachments.

Section 1.8 No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

ARTICLE II EFFECTIVE DATE AND TERM

The term of this agreement shall begin on the execution of this Agreement by all Parties and shall remain in full force and effect for the useful life of the infrastructure, unless extended or sooner terminated at any other point by agreement of the Parties in writing or by one of the events in Article IX, section 9.2 of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

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

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

Section 3.3 County’s use of the City IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 3.4 The City represents and warrants it has the right to grant an IRU in the City IRU Fibers.

ARTICLE IV LIABILITY; INDEMNIFICATION

Section 4.1 Neither City nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the

provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

Section 4.2 To the extent permitted by law, County assumes, releases and agrees to indemnify, defend, protect and save the City (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of County, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

To the extent permitted by law, the City assumes, releases and agrees to indemnify, defend, protect and save the County (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the City, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

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

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

ARTICLE V FORCE MAJEURE

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

ARTICLE VI

MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE

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

Section 6.2 Maintenance. City shall maintain the City IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. City agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segment 2 as described on Attachment B.

Section 6.3 Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of the other Party's Fiber Facilities and IRU Fibers during the term of this Agreement, except as otherwise provided for in Section 6.4.

Section 6.4 In the event either Party abandons or otherwise terminates its right to use the other Party's IRU Fibers pursuant to this Agreement, the Parties shall confer and will amend this Agreement to permit the imposition of charges for the use of the remaining IRU Fibers according to the IRU grantor's then-current applicable rates.

Section 6.5 Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a contracted third party as agreed by the Parties.

Section 6.6 Relocation. The City will be responsible for relocation of any City-owned Fiber Facilities that are part of Segment 1. The County will be responsible for relocation of any County-owned Fiber Facilities that are part of Segment 2.

ARTICLE VII

CONFIDENTIALITY

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

ARTICLE VIII

ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

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

Section 8.2 Should City decide it no longer requires use of the County IRU Fibers during the term of this Agreement, it may require amendment of this Agreement by removing its IRU in the County IRU Fibers. Such amendment shall not affect the County's IRU in the City IRU Fibers under this Agreement, except as provided in Section 6.4.

Section 8.3 Should the City decide to abandon all or part of the City IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing County in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If City provides notice of intent to abandon, County may notify the City prior to the expiration of the notice period of its intent to take ownership of the City IRU Fibers. If the County provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the City IRU Fibers to County. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 8.4 Should County decide it no longer requires use of the City IRU Fibers during the term of this Agreement, it may require amendment of this Agreement by removing its IRU in the City IRU Fibers. Such amendment shall not affect the City's IRU in the County IRU Fibers under this Agreement, except as provided in Section 6.4.

Section 8.5 This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder.

Section 8.6 If the Agreement terminates under Article VIII, Section 8.5 based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

ARTICLE IX

DEFAULT

Section 9.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot

reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

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

ARTICLE X NOTICES

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

If to City:
City of Lakeville
Attn: City Administrator
20195 Holyoke Avenue
Lakeville, MN 55044

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

With a copy to:
City Attorney
Attn: City Attorney
Grand Oak Office Center I
860 Blue Gentian Road Suite 290
Eagan, MN 55121

With a copy to:
Dakota County Attorney's Office
Attn: Civil Division
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

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

ARTICLE XI LIMITATION ON PROPERTY INTEREST

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

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

ARTICLE XII GOVERNING LAW AND VENUE

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

ARTICLE XIII INDEPENDENT CONTRACTOR

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

ARTICLE XIV MISCELLANEOUS

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

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

Section 14.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

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

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

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

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

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

**ARTICLE XV
ENTIRE AGREEMENT**

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

CITY OF LAKEVILLE

By: _____

Its:

Date: _____

DAKOTA COUNTY

By: _____
Deputy County Manager

Date: _____

By: _____
Assistant County Attorney

Date: _____

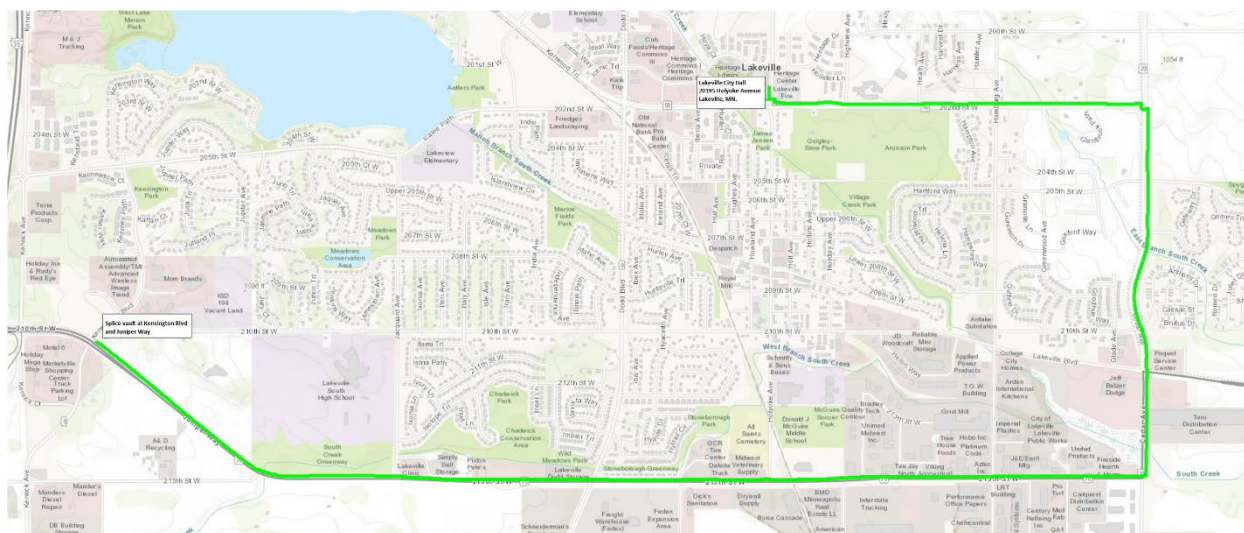
File No : _____

Board. Resolution

ATTACHMENT A

Segment 1:

Showing the fiber optic route for County IRU Fibers between splice vault at Kensington Blvd and Juniper Way to Lakeville City Hall at 20195 Holyoke Avenue, Lakeville, MN.



Segment 1

This segment consists of twelve strands of County's 288 fibers providing a route between a splice vault at NE of Kensington Blvd and Juniper Way, Lakeville and Lakeville City Hall at 20195 Holyoke Avenue, Lakeville, MN. The City is allocated twelve strands in this segment in exchange for the use of 24 fiber in segment 2. This fiber is to be maintained by Dakota County.

City is allocated the following strands:

Strands 61-72 of 288F at NE of Kensington Blvd and Juniper Way spliced to
Strands 61-72 of 288F at NW of Jacquard Avenue and 215th Street West spliced to
Strands 61-72 of 288F at NE of Dodd Blvd and 215th Street West spliced to
Strands 61-72 of 288F at NE of Cedar Avenue and 215th Street West spliced to
Strands 61-72 of 288F at NE of Cedar Avenue and Lakeville Blvd spliced to
Strands 61-72 of 288F at SE of Cedar Avenue and 202nd Street West spliced to
Lakeville City Hall at 20195 Holyoke Avenue, Lakeville, MN 55044.

ATTACHMENT B

Segment 2:

Showing the fiber optic route for City IRU Fibers between Lakeville's Fairfield Water/ 800MHz Tower at 11075 210th Street West, Lakeville, MN to splice vault at Kensington Blvd and Juniper Way, Lakeville, MN.



Segment 2

This segment consists of twenty-four strands of City's forty-eight fibers providing a route between Lakeville Fairfield 800 MHz Water Tower at 11075 210th Street West, Lakeville and a splice vault at NE of Kensington Blvd and Juniper Way, Lakeville, MN. The County is allocated twenty-four strands in this segment in exchange for the use of twelve fibers in segment 1. This fiber is to be maintained by City of Lakeville.

The County is allocated the following strands:

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



Board of Commissioners

Request for Board Action

Item Number: DC-4928

Agenda #: 7.3

Meeting Date: 10/21/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a Fiber Optic Indefeasible Right To Use Agreement (IRU) with Inver Hills Community College for use of fiber in the Dakota County owned institutional network to connect Inver Hills Community College Data Center to Dakota County Technical College Data Center.

SUMMARY

Inver Hills Community College requests the use of four fibers from Dakota County to connect Inver Hills Community College Data Center to the Dakota County Technical College Data Center.

Segment details include:

Segment 1: This segment consists of four strands of fiber from Dakota County Technical College Data Center to Inver Hills Community College Data Center.

To complete this connection, Inver Hills Community College has agreed to lease four strands of fiber at a distance of 12.4 miles at a rate of \$65 per pair per mile for a total of \$1,612 per month for 10 years.

Dakota County 2025 General Fund fund balance will be utilized to pay \$4,340 for the total construction cost to connect existing fiber optic cable.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute an IRU with the Inver Hills Community College for the use of four fibers from Dakota County to connect Inver Hills Community College Data Center to Dakota County Technical College Data Center.

EXPLANATION OF FISCAL/FTE IMPACTS

The Dakota County 2025 General Fund fund balance will be utilized to pay \$4,340 for the total construction cost to connect existing fiber optic cable.

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

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

RESOLUTION

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: IRU Agreement

BOARD GOALS

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

CONTACT

Department Head: Tony Gomes
Author: Dan Ferber

Contract #

FIBER OPTIC INDEFEASIBLE RIGHT TO USE
AGREEMENT BY AND BETWEEN
DAKOTA COUNTY AS GRANTOR
AND
INVER HILLS COMMUNITY COLLEGE AND
DAKOTA COUNTY TECHNICAL COLLEGE AS
GRANTEES

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A and B, (collectively the “Agreement” or the “IRU Agreement”) is made by and between, County of Dakota, a Minnesota County government unit, acting by and through its Board of Commissioners (“IRU Grantor” or “County”) and State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College and Dakota County Technical College (“IRU Grantee” or “College”). The IRU Grantees and IRU Grantor may be referred to herein individually as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. The colleges desires to lease the use of four fibers from County to connect Inver Hills Community College Data Center to Dakota County Technical College Data Center as described in this Agreement; and
- B. County agrees to grant to the College right to use four fibers within certain Fiber Optic Cable segments on the terms and conditions set forth below.

DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. “Fiber Optic Cable” or “Cable” means a collection of fibers with a protective outer covering.
- F. “IRU Assets” means the County’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachments A and B.
- G. “IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the County in which the College has a IRU pursuant to the terms of this Agreement.
- H. “IRU Fibers” means the specific County owned Fiber in the locations shown on Attachment A and described on Attachment B, for which an IRU is granted to the College in the IRU Cable pursuant to the terms of this Agreement.

- I. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- J. "Optical Splice Point" means a point where the County's Cable is connected to another entity's Cable within a splice enclosure.
- K. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

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

ARTICLE I INSTALLATION AND LICENSES

Section 1.1 College desires an IRU in the County's IRU Assets further described in Attachment A to this Agreement. In consideration of the promises by College in this Agreement, the County grants an IRU to College in the IRU Assets identified in Attachment A, subject to the cost sharing formula more fully described in Attachment B which is attached hereto and incorporated herein by reference, pursuant to IRUs or other contractual arrangements. College shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If College generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third party from the use of IRU Assets, 100% of the revenue generated by use of the IRU Assets shall be paid to the County.

Section 1.2 Subject to the terms and conditions of this Agreement, County hereby grants to College a license to access and use the IRU Fibers within the IRU Cable as delineated in Attachment A for College use in accord with and during the term of this Agreement. Along with any revenue articulated in Section 1.2, College shall be charged a monthly fee for the use of two pairs in Segment 1 IRU Fibers of \$65 Dollars per mile per month per pair of strands (the "License Fee") over a distance of 12.4 miles for Segment 1 for a total of \$1,612 per month which is \$19,344 per year, as delineated in Attachments A and B, which shall be payable to the County in advance on or before each subsequent year from the Effective Date.

Section 1.3 The License Fee is established by the County Board of Commissioners and is subject to modification during the Term of this Agreement, provided that the License Fee shall not be modified for a minimum of 5 years after the Effective Date of this Agreement. Thereafter, the License Fee may be modified based on the then-current License Fee established by the County Board. The County shall provide at least 60 days written notice to College prior to the effective date of any License Fee modification. College may accept the License Fee modification or may

elect to terminate this Agreement and College's use of the Licensed Fibers at the end of the then-current annual year of any Term by providing written notice of termination to the County within 60 days following the date of the County's notice. If College does not provide the notice of termination, the License Fee shall be effective and payable as modified for the next annual payment.

Section 1.4 The IRU Fibers are provided to the College "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the College network, the College shall be responsible for coordinating this work with County and shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by County for College network purposes.

Section 1.5 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Attachment A.

Section 1.6 No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

ARTICLE II EFFECTIVE DATE AND TERM

The College can use the IRU Fibers commencing on the date the last party executes this Agreement. This Agreement has an initial term of ten (10) years, with two separate five-year renewal options. The College shall provide the County at least ninety (90) days' notice to renew. The County may terminate a renewal option by giving 6 months' advance notice to College prior to expiration of the preceding initial or first extension term, or unless this Agreement is otherwise terminated at any other point by agreement of the Parties in writing or by one of the events in Article IX, Section 9.2 of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE IV LIABILITY

Section 4.1 The College and County agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law. The County's liability shall be governed by the provisions of Minn. Stat. ch. 488, and other applicable law.

Section 4.2 Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber Facilities, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

ARTICLE V FORCE MAJURE

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

ARTICLE VI MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE

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

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

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

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

ARTICLE VII CONFIDENTIALITY

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

ARTICLE VIII ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

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

Section 8.2 Should College decide it no longer requires use of the IRU Fibers during the term of this Agreement, it may terminate the agreement by providing sixty (60) days' notice informing the County in writing of its intent to terminate the IRU Agreement. The College shall be entitled to a pro rata refund of any fees paid in advance.

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

Section 8.4 If the Agreement terminates under Article VIII, Section 8.3 based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

ARTICLE IX DEFAULT

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

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

ARTICLE X NOTICES

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

If to College:

Inver Hills Community College
Attn: Director of Technology
2500 80th Street East
Inver Grove Heights, MN 55076

With a copy to:
College Attorney

If to County:

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

With a copy to:
Dakota County Attorney's Office

Attn: Attorney
2500 80th Street East
Inver Grove Heights, MN 55076

Attn: Civil Division
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

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

ARTICLE XI LIMITATION ON PROPERTY INTEREST

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

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

ARTICLE XII GOVERNING LAW AND VENUE

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

ARTICLE XIII INDEPENDENT CONTRACTOR

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

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

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

Section 14.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

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

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

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

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

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

**ARTICLE XV
ENTIRE AGREEMENT**

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

**ARTICLE XVI
STATE AUDIT**

Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County relevant to this agreement shall be subject to examination by the College and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years.

IRU GRANTEE:

INVER HILLS COMMUNITY COLLEGE

By: _____

Its: _____

Date: _____

IRU GRANTOR:

DAKOTA COUNTY

By: _____

Deputy County Manager

Date: _____

Approved as to Form

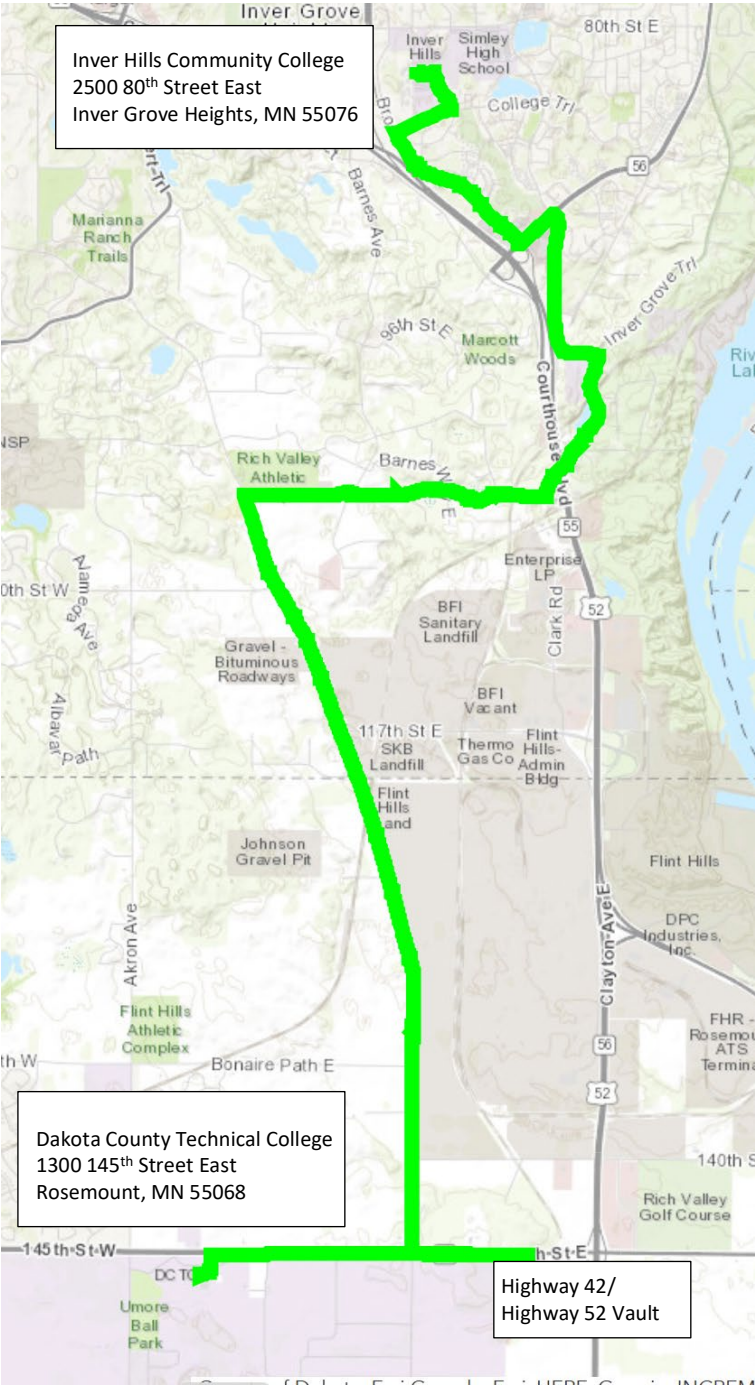
Assistant County Attorney Date

File No. KS-_____

Board. Resolution

ATTACHMENT A - MAP OF FIBER SEGMENT

Showing the fiber optic route between Dakota County Technical College at 1300 145th Street East, Rosemount, MN to Inver Hills Community College at 2500 80th Street East, Inver Grove Heights, MN.



Segment 1

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

The County will own and maintain the fiber in Segment 1. The College will have use of the following 4 strands of fiber within the cables:

Dakota County Technical College Data Center at 1300 145th Street East, Rosemount, MN

Strands 53-56 of the 288F cable at Dakota County Technical College spliced to

Strands 53-56 of the 288F cable at 145th Street East and DC Technical College vault spliced to

Strands 65-68 of the 288F cable at 17000' W of 145th Street East and Clayton Avenue spliced to

Strands 53-56 of the 144F cable at 520' South of 138th Street East and Blaine Ave East spliced to

Strands 53-56 of the 144F cable at 1200' N of 125th Street East and Blaine Ave East spliced to

Strands 53-56 of the 144F cable at 100' S of 117th Street East and Rich Valley Blvd spliced to

Strands 53-56 of the 144F cable at 765' N of 110th Street East and Rich Valley Blvd spliced to

Strands 53-56 of the 144F cable at 765' SE of Barnes Ave and 105th Street East spliced to

Strands 53-56 of the 144F cable at East side of Inver Grove Trail and Pine Bend Elementary spliced to

Strands 53-56 of the 144F cable at 85' N of Courthouse Blvd Ct E and Cahill Ave (NE Corner) spliced to

Strands 53-56 of the 144F cable at South of Broderick Blvd and Brunell Way spliced to

Strands 53-56 of the 144F cable at 260' S of Broderick Blvd and College Trail spliced to

Strands 89-92 of the 144F cable at Inver Hills College IT Building vault spliced to

Inver Hills Community College 2500 80th Street East, Inver Grove Heights, MN

ATTACHMENT B

COST ALLOCATION AND PAYMENT LOGISTICS

Segment 1 - route between Data Centers (green)

12.4 miles x \$65/pair/mile/month	\$806.00
X 2 for second pair	\$1,612.00
12 months	\$19,344.00
Initial Term (ten year) cost	\$193,440.00



Board of Commissioners

Request for Board Action

Item Number: DC-4962

Agenda #: 7.4

Meeting Date: 10/21/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with AVI Systems, Inc. dba FORTÉ to upgrade boardroom audiovisual (AV) equipment and redesign AV control room.

SUMMARY

The current AV equipment in the boardroom does not support the latest audiovisual technology and has become outdated.

The proposed audiovisual upgrade will replace the existing hardware with a modern, integrated system designed to support operations for the Board of Commissioners meetings as well as committee meetings and work sessions.

It will provide seamless in-person and remote participation through integration with platforms such as Microsoft Teams, Zoom, or similar interactive technology, including modern video streaming and audio capture.

The upgrade will enable the AV system to be compliant with the Americans with Disabilities Act. It will also be fully compliant with Minnesota Open Meeting Law requirements for meeting conducted with interactive technology, including:

- 1) all members of the governing body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussions and testimony presented at any location at which at least one member is present;
- 2) members of the public present at the regular meeting location of the governing body can hear and see all discussion and testimony and all votes of members of the governing body; and
- 3) allows a person to monitor the meeting electronically from a remote location.

In July 2025, Dakota County published a request for proposal for upgrading the audiovisual equipment of the boardroom. The County received three proposals, of which all three vendors were brought in to provide product demonstrations (Attachment). The project team selected Forte's proposal to implement the boardroom AV upgrade.

This project will also include minor modifications to the boardroom including a new presentation

podium and the purchase of tables for use during meetings. This purchase and expenditure are separate from this request for proposal.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute a contract with AVI Systems, Inc. dba FORTÉ to implement the boardroom AV upgrade in an amount of \$605,343. This amount includes equipment, integration, and support for three years from December 2025 through December 2028.

EXPLANATION OF FISCAL/FTE IMPACTS

Year 1, Boardroom AV equipment, implementation, and support (Dec 2025 - Dec 2026):	\$460,343
Year 2, Production System Renewals, Support, and Equipment Repair	\$70,000
<u>Year 3, Production System Renewals, Support, and Equipment Repair</u>	<u>\$75,000</u>
Total Cost of 3 Year Project:	\$605,343

The cost for the first year of the contract will be paid for with General Fund fund balance. Costs for future years licensing and support will be included in future county budgets.

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

RESOLUTION

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Vendor proposals

BOARD GOALS

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

CONTACT

Department Head: Tony Gomes

Author: David Miland

Vendor Comparison

Vendor	Cost	Requirements	References	Project Delivery Timeline
Forte	\$460,342.90 Equipment: \$289,038.90 Integration: \$147,304.00 PRO Support: \$24,000.00	All 56 requirements as standard with Live captioning services for remote as well as in the board meeting room.	1. Washington 2. Hennepin 3. City of Eagan	16+ weeks Installation 4 weeks
CTi	\$252,059.43 Equipment: \$142,688.98 Implementation Services: \$99,057.58 Service Level Agreement 1 year 10,312.87	All 56 requirements as standard	1. City of Apple Valley 2. City of Prior Lake 3. ISD 194 (Lakeville Public School District)	17 weeks Installation 8 weeks
Bluum	\$330,178.08 Equipment & Installation: \$312,316.47 Training: \$3,781.61 5 years warranty: 14,080	All 56 requirements as standard	1. Anoka 2. Carver 3. Kanabec 4. Pine 5. Wright County 6. Douglas 7. City of Alexandria	12 weeks Installation 4 weeks



Board of Commissioners

Request for Board Action

Item Number: DC-4693

Agenda #: 8.1

Meeting Date: 10/21/2025

DEPARTMENT: Social Services-Adult Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contracts For Adult Mental Health Services

PURPOSE/ACTION REQUESTED

Authorize execution of contracts for adult mental health (AMH) services.

SUMMARY

Dakota County's mental health system complies with requirements of the Minnesota Comprehensive Adult Mental Health Services Act (Act). Minn. Stat. § 245.641 to 245.486 establishes standard mental health services for Minnesota. The Act obligates county boards to develop and coordinate a system of affordable and locally available adult mental health services. Dakota County delivers these mandated services both directly and through purchased services. Funding for purchased services comes from state grants, health plans, and county levy (payor of last resort). Additionally, Minn. Stat. Chapter 253B (Civil Commitment Act) obligates counties to certain duties, including payments to facilities for involuntary and commitment holds.

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

The Individual Placement and Support Employment Services (IPS) is funded fully by the Adult Mental Health Grant and/or Community Support Program Grant. The Intensive Residential Treatment Service (IRTS) and Crisis Residential Services (CRS) receive partial funding (\$60,000) from the State Adult Mental Health Initiative Grant and/or Community Support Program Grant, with the remaining funded by county levy. County levy is the payor of last resort for situations in which IRTS is the most cost-effective and clinically appropriate service option. Need for county levy or grant funding varies based on presenting needs and situations.

IPS payments are based on approved budget (see Attachment: IPS Budget). The IRTS and CRS cost-based per diem rates are set by the Department of Human Services (DHS) for each Fiscal Year (FY). Guild's program rates for the last three FYs are as follows: FY2023, \$452.40; FY2024, \$539.08; and FY2025 is \$539.08. Expenses for Guild for county-paid IRTS and CRS in CY 2024 was \$84,331. The total budget for the IRTS and CRS service line in CY 2024 was \$89,276. Total CY 2025 spending is \$124,273, with pending recoveries from health insurance. Expenses for county-funded IRTS and CRS is variable and often offsets higher costs in other, related budget lines, such as county share for regional treatment centers.

Staff recommends a two-year contract with Guild for the following services: IPS, IRTS and CRS for a two-year term.

OUTCOMES

How much?

- Guild IRTS had a total of 74 admissions year to date in 2025
- Guild CRS had a total of 198 admissions in 2024
- Guild's IPS program served 169 in 2024

How well? The County's relationship with each contracted provider is sustained through frequent meetings and consultation. Staff provides ongoing analysis of performance and quality measures, including compliance with State licensing requirements (IRTS and CRS) and Department of Human Services quality review processes.

Is anyone better off? Contracted mental health services provide access to a continuum of community-based services that enable people with mental illness to access needed services in the community as an alternative to accessing higher levels of care. In 2024, 98 percent of individuals who participated in IRTS were not hospitalized for psychiatric reasons in an acute facility. Target was 90 percent.

RECOMMENDATION

Staff recommends authorization to execute Adult Mental Health service contracts with the providers at the contract amounts and rates listed in the Resolution for the period of January 1, 2026 through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for these contracts is included in the 2026 County Manager's Recommended Budget. All contracts shall contain a provision that allows the County to terminate the contracts immediately in the event sufficient funds from county, state, or federal sources are no longer available at a level sufficient to continue services.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

Type of Service: Individual Placement and Support Employment Services

Provider:

1. Guild

Unit Rate:

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

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

Provider:

1. Guild

Unit Rate:

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

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

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

PREVIOUS BOARD ACTION

21-492; 10/19/21

23-473; 10/24/23

ATTACHMENTS

Attachment: IPS Budget

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: Emily Schug

EXHIBIT 5 – BUDGET**Individual Placement and Support Employment Services****Dakota County /DHS****Transformation
Grant & PBAs****Total****Expenses****Staffing Plan**

Employment Specialist	0.40	1.60	2.00
Program Assistant	0.35	0.20	0.30
Supervision	0.25	0.40	0.62
Total FTE	0.73	2.20	2.93

Direct Salaries and Benefits

Direct Salaries	53,957	106,554	158,054
Benefits	10,250	25,775	35,775
Total Direct Salaries and Benefits	64,207	132,329	193,829

Program Expenses

Supplies	238	2,150	2,925
Professional Fees	1,400	2,000	3,400
Occupancy	3,938	4,800	7,910
Staff Mileage Reimbursement	250	6,750	10,000
Other General Expenses	1,550	10,725	12,275
Total Program Expenses	7,377	26,425	36,510
Indirect Expenses	12,222	33,000	45,222

Total IPS Expenses	83,807	191,754	275,561
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Revenue

Dakota County	83,807		83,807
Transformation Grant		141,754	141,754
Performance Based Authorizations		50,000	50,000

Total Revenue	83,807	191,754	275,561
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Board of Commissioners

Request for Board Action

Item Number: DC-4694

Agenda #: 8.2

Meeting Date: 10/21/2025

DEPARTMENT: Social Services-Adult Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contracts For Conservator And Guardianship Services

PURPOSE/ACTION REQUESTED

Authorize execution of contracts for conservator and guardianship services.

SUMMARY

A conservator or guardian is appointed by the court to make decisions if a person is determined by the court of not having capacity for decision-making. The county having jurisdiction over the guardianship or conservatorship court proceedings is responsible for payment of ongoing services if the person is indigent. (Minn. Stat. § 524.5-502).

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

With increasing demand for services, three additional providers have been contracted in that time: Ohana Guardianship Services; Unique Abilities, LLC; and Maday Fiduciary. The Community Services Division issues solicitations for client services every 4-5 years; however, the last several requests for proposal for these services resulted in the same pool of providers. The County will now contract with any provider who is qualified to provide the services and agrees to the County's contract terms.

Social Services staff provide performance and service monitoring, including but not limited to review of providers' monthly billing and the contract allows for the County to perform annual audits of randomly selected cases from each provider. In addition, conservators and guardians submit annual accountings and well-being reports to the court that are subject to random audit through the judicial system.

OUTCOMES

How much?

526 people served by County-paid guardianship and/or conservatorship in 2024.

How well?

Services overseen by courts through annual well-being reports and accountings.

Is anyone better off?

Adults who lack capacity and meet poverty standards have access to a professional guardian and/or conservator to make decisions about living situation, medical care, benefits, bill paying, and other affairs, as specified in the court order.

RECOMMENDATION

Staff recommends executing contracts with the providers listed in the Resolution and any provider who is qualified to provide the services and agrees to the County's contract terms for conservator and guardianship services at the rates listed in the Resolution for the period of January 1, 2026 through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding for these contracts will be included in the 2026 County Manager's Recommended Budget. These contracts will contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due. Total 2024 expenditures for services were \$1,188,413. 2025 Adopted Budget for services is \$1,269,945. The 2026 Recommended Budget for services is \$1,269,945. These contracts are funded through County Levy dollars. The service rate is set by the County.

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

RESOLUTION

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

WHEREAS, the county having jurisdiction over the guardianship or conservatorship court proceedings is responsible for payment of ongoing services if the person is indigent (Minn. Stat. § 524.5-502); and

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

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

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

WHEREAS, the County will now contract with any provider who is qualified to provide the services

and agrees to the County's contract terms; and

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

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

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

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

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

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

PREVIOUS BOARD ACTION

21-491; 10/19/21

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: Emily Schug



Board of Commissioners

Request for Board Action

Item Number: DC-4828

Agenda #: 8.3

Meeting Date: 10/21/2025

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contracts For Housing Services

PURPOSE/ACTION REQUESTED

Authorize execution of contracts for housing services.

SUMMARY

The Social Services Department provides both in-house and contracted services across the housing service continuum. Contracted services include street outreach, emergency shelter, permanent supportive housing, apartment services and services at eviction court. To ensure continued high-quality services, Dakota County conducts a routine Request for Proposal (RFP) process every four years.

On January 21, 2025, staff issued an RFP for housing supportive services. A review committee from Social Services reviewed and scored proposals. See attached for service descriptions and determination of success for each contractor (Attachments: Solicitation Summary).

Staff recommends executing contracts for housing services for the term and the amounts listed as follows:

Two-year contracts (January 1, 2026 through December 31, 2027):

Apartment Services for Seniors:

DARTS in an amount not to exceed \$424,000

- Served 287 households in 2024
- Funding Source: Local Affordable Housing Aid (LAHA)
- No increase

Apartment Services for All Ages:

Residential Transitions, Inc. in an amount not to exceed \$624,000

- Served 75 households in 2024
- Funding Source: LAHA
- No increase

Housing Clinic Services:

360 Communities in an amount not to exceed \$800,000

- Served 619 households in 2024
- Funding Source: LAHA
- Increase by \$5,600 annually (1.4%)

Southern Minnesota Regional Legal Services, Inc. in an amount not to exceed \$160,000

- Served 189 households in 2024
- Funding Source: LAHA
- No increase

Supportive Housing Services/Lincoln Place:

Amherst Wilder in an amount not to exceed \$672,000

- Served 30 households in 2024
- Funding Source: LAHA
- No increase

Supportive Housing Services/Haralson Apartments:

CAP Agency in an amount not to exceed \$125,000

- Served 94 households in 2024 (under a different provider)
- Funding Source: LAHA
- No increase

Supportive Housing Services/Cahill Place:

Center City Housing Corp in an amount not to exceed \$1,300,000

- Served 46 households in 2024
- Funding Source: LAHA
- No increase

Youth Drop-In Services:

The Link in an amount not to exceed \$102,000

- Served 137 households in 2024
- Funding Source: Levy
- No increase

One-Year Contract (January 1, 2026 through December 31, 2026):

Hotel Shelter-Singles

Extended Stay of America in an amount not to exceed \$1,000,000

- Served 69 households in 2024
- Funding Source: Levy, DHS Cost Neutral Grant, DHS Emergency Services Program
- No increase

OUTCOMES

All Contractors will report the following information to Dakota County on a quarterly basis, based on the specific requirements of the contract:

1. **How much?** Number of clients served
2. **How well?** Process measures, budget vs actual expenditures
3. **Is anyone better off?** Outcomes for clients served

RECOMMENDATION

Staff recommends that the Board of Commissioners authorizes the Community Services Director to execute contracts for housing services with the providers for the amounts and terms listed in the Resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for these contracts will be included in the 2026 County Manager's Recommended Budget. All contracts shall contain a provision that allows the County to terminate the contracts immediately in the event that sufficient funds from the county, state, or federal funds are no longer available at a level sufficient to continue services.

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

RESOLUTION

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

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

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

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

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

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

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

Service - Agency - Not to Exceed Amount

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

; and

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

Service - Agency - Not to Exceed Amount

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

; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary - Housing Clinic Services

Attachment: Solicitation Summary - Supportive Housing Services

Attachment: Solicitation Summary - Youth Drop-In Services

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: Madeline Kastler

Solicitation Summary

Date of Solicitation: January 21, 2025

Number of Proposals Received: 4

Review Team Agencies: Dakota County Social Services

Services Description:

Provide Housing Stability services navigation leveraging all available funding sources in Dakota County, primarily through the County Housing Clinic. Provide services to tenants before, during and after first appearance following an eviction filing.

Primary Deliverables:

- Provide system navigation services, application support and community resource referrals to tenants seen at eviction hearings.
- Assistance following settlement agreement
- Attend County Housing Clinic monthly meetings and participate in the monthly Focus Group meetings to get/share programmatic updates and continue upstream efforts.
- Housing stability through rental assistance or through tenants' own funds by assisting with setting up payment plans
- Facilitate tenant relocation services/referrals if settlement includes a vacate.
- Eviction expungement navigation
- Remove barriers to housing stability
- Other needs to support the Dakota County Housing Clinic, as determined by County and 360 Communities

Solicitation Selection Criteria: (scoring based on responses below and submitting all required documents)
Description of program approach/design with details on proposed goals

Describe how you would provide the program services you are proposing.

Describe your experience providing these services and successes & challenges you have had.

Describe how your agency will meet the proposed outcome measures.

Describe your proposed staffing plan to deliver the services. Will you need to hire additional staff if awarded the contract? If so, what qualifications would your agency seek in hiring for this service?

List other creative ideas to expand or enhance the value of your services.

Evaluation Results:

After a thorough review, the review panel recommended to award a contract with: 360 Communities to provide housing clinic services for County tenants faced with eviction notices.

Rationale of Recommended Vendor:

360 Communities has many years of experience providing these housing clinic services in Dakota County and provide lots of approaches to providing these services and strong community partnerships. Overall, they are very successful at doing the work and submitted a strong proposal.

Solicitation Summary

Date of Solicitation: January 21, 2025

Number of Proposals Received: 6

Review Team Agencies: Dakota County Social Services

Services Description:

Provide supportive services to residents in Dakota County residing at Haralson Apartments, Lincoln Place and Cahill Place apartments.

Primary Deliverables:

- Request and process referrals through County Coordinated Entry and County Housing portal
- Assist referrals with application process
- Assess resident's support needs
- Provide case management services
- Referrals to and technical assistance to assist individuals in applying for other needed or wanted services and benefits
- Ensure access to mainstream funding sources to pay for ongoing services
- Outreach to community agencies to develop strong working relationships

Solicitation Selection Criteria: (scoring based on responses below and submitting all required documents)

Description of program approach/design with details on proposed goals

Describe how you would provide the program services you are proposing.

Describe your experience providing these services and successes & challenges you have had.

Describe how your agency will meet the proposed outcome measures.

Describe your proposed staffing plan to deliver the services. Will you need to hire additional staff if awarded the contract? If so, what qualifications would your agency seek in hiring for this service?

List other creative ideas to expand or enhance the value of your services.

Evaluation Results:

After a thorough review, the review panel recommended to award a contract for housing supportive services as follows:

Housing services at Cahill Place – Center City Housing Corporation

Housing Services at Haralson Apartments – CAP Agency

Housing Services at Lincoln Place – Amherst Wilder

Rationale of Recommended Vendor:

Amherst Wilder, CAP Agency and Center City Housing Corp all provided thorough proposals to show how they will provide these services to residents of Dakota County residing in each of the apartment complex: Haralson, Lincoln Place and Cahill Place. All agencies have shown good partnership with the County in working with the residents to support housing needs and submitted strong and thorough proposals.

Solicitation Summary

Date of Solicitation: January 21, 2025

Number of Proposals Received: 1

Review Team Agencies: Dakota County Social Services

Services Description:

Serve as Coordinated Entry access point for youth (up to age 24) experiencing homelessness in Dakota County. Contractor will follow client from initial intake through assessment and placement on the Coordinated Entry Priority list.

Primary Deliverables:

- Provide intake through the County Housing Resource Line for Target Group Coordinate emergency housing placements, connection to homelessness prevention resources and other problem solving, as needed by client
- Conduct CE Assessment on all qualifying youth
- Provide service navigation and referrals for Target Group

Solicitation Selection Criteria: (scoring based on responses below and submitting all required documents)

Description of program approach/design with details on proposed goals

Describe how you would provide the program services you are proposing.

Describe your experience providing these services and successes & challenges you have had.

Describe how your agency will meet the proposed outcome measures.

Describe your proposed staffing plan to deliver the services. Will you need to hire additional staff if awarded the contract? If so, what qualifications would your agency seek in hiring for this service?

List other creative ideas to expand or enhance the value of your services.

Evaluation Results:

After a thorough review, the review panel recommended to award a contract with: The Link to provide Youth Drop-In services for youth experiencing homelessness.

Rationale of Recommended Vendor:

The Link has years of experience providing shelter services to youth in Dakota County. They have integrated lots of approaches to providing these services and created strong relationships working with County staff and the community.



Board of Commissioners

Request for Board Action

Item Number: DC-4893

Agenda #: 8.4

Meeting Date: 10/21/2025

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract For Volunteer Driver Transportation Services

PURPOSE/ACTION REQUESTED

Authorize execution of contract for Volunteer Driver Transportation Services.

SUMMARY

Dakota County Social Services provides contracted services across the transportation services continuum. Volunteer driver services have been contracted since 2011 and are available for residents of Dakota County, which include, but are not limited to, trips for medical and dental appointments, Dakota County programs like Women, Infants and Children (WIC), trips for health assessments and trips for grocery shopping and to food shelves. Rides are provided by trained and vetted volunteers in their personal vehicles. The previous volunteer driver contract with Hastings Family Service (January 1, 2024 through December 31, 2025) had a not to exceed (NTE) amount of \$114,978. The decrease for this contract request is due to lower actual usage of mileage for rides.

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

A Request for Proposal was issued on January 22, 2025 for volunteer driver services. A committee comprised of GoDakota stakeholders reviewed the proposals and recommended contracting with Hastings Family Service for delivery of volunteer driver services (Attachment: Solicitation Summary).

OUTCOMES

The volunteer driver program provides a transportation option to County clients and residents to ensure they have a transportation option to necessary appointments and/or resources. Hastings Family Service will report the following information to Dakota County on a monthly basis:

How much: Number of rides provided, Number of unduplicated riders, Number of drivers, Number of regular and special miles driven

How well: Number of ride denials, Number of rider complaints, Number of accidents

Is anybody better off: Feedback from riders, drivers and caregivers

See Attachment: Outcomes, for data from the current volunteer driver contract.

RECOMMENDATION

Staff recommends executing a contract with Hastings Family Service for volunteer driver services not to exceed contract amount of \$90,000 for the period of January 1, 2026 through December 31, 2027. The contract funds are provided on a per mile basis and include the mileage for the volunteer driver and an administrative reimbursement rate/mile for the agency.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this contract uses Transportation Sales and Use Tax funds and is included in the 2026 County Manager's Recommended Budget. A 2.5 percent cost-of-living adjustment (COLA) has been applied to the 2025 administrative reimbursement rate/mile, and a COLA will be applied to the 2026 and 2027 administrative reimbursement rate/mile as applicable, pending the COLA pending approval by the Dakota County Board of Commissioners that typically takes effect on January 1st of each calendar year. The contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amount due.

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

RESOLUTION

WHEREAS, Dakota County Social Services provides contracted services across the transportation services continuum; and

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

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

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

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

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

as to form; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Outcomes

BOARD GOALS

☒ A Great Place to Live

☐ A Healthy Environment

☐ A Successful Place for Business and Jobs

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACTS

Department Head: Emily Schug

Author: Robyn Bernardy

Solicitation Summary

Date of Solicitation: The solicitation was sent to organizations on 1/22/2025. The response deadline was 2/14/2025.

Number of Proposals Received: Two

Review Team Agencies: Dakota County (Robyn Bernardy, Kristin Bates, Blair Henning, Ruth Burns, Joe Morneau)

Services Description:

1. Provide volunteer drivers to transport County clients and County residents to necessary appointments and/or resources with priority for medical appointments, dental appointments and social service appointments.
2. Screen calls for MA and MFIP eligibility or other third-party payers and refer as necessary.
3. Pick up clients at their home or other specified location and transport them to the location of their destination and/or return them home.
4. Recruit, screen, and train volunteer drivers.
5. Pay volunteer drivers mileage at the prevailing Internal Revenue Service (IRS) business rate.

Primary Deliverables:

Provide approximately 200 rides/month to approximately 35 unique Dakota County residents/month.

Solicitation Selection Criteria:

Vendor:

- Able to provide volunteer driver rides to Dakota County residents
- Able to train and provide background checks for volunteers
- Able to take requests for rides and match with a volunteer driver
- Able to communicate with riders regarding driver details
- Able to provide accurate reports and invoices

Evaluation Results:

After a thorough review, the review panel recommended to award a contract with Hastings Family Service.

Rationale of Recommended Vendor:

Based on the review of each vendor's responses, Hastings Family Service was determined to be the best positioned to meet the program needs.

Outcome Data

Hastings Family Services has been providing Volunteer Driver Services under a current contract and GAPP Services, Inc. provided Volunteer Driver Services from January 1, 2024-October 31, 2024. See below for outcome data from the current (2024-2025) contract:

How Much:

	2024	2025 (through September)	Total
Total Rides provided	3,587	1,193	4780 rides
Total Miles Driven	80,641	18,388	99,029 miles
Average Drivers/Month	21	12	
Average Unduplicated Riders	56	28	

How Well:

	2024	2025 (through September)	Total
Total Number of Denied Rides	25	13	38 denied rides (.8% of ride requests)
Total Number of Accidents	0	0	0 accidents

Is Anybody Better Off:

- Driver was a great guy. He went above and beyond, very patient, extremely nice and couldn't ask for better service.
- A thank you note came in to HFS: "Just a note to tell you how grateful I am for your help with rides. Thank you for taking time to help me."
- The social workers at the U of M Oncology are appreciative of our ability to take on going cancer treatment appointments with 1 phone call for all of the clients needs. It's a time saver for them, and the clients.
- Rivertown Dental called to report that they are so thankful that we bring their patients to the clinic and that our volunteers are so kind!



Board of Commissioners

Request for Board Action

Item Number: DC-4826

Agenda #: 8.5

Meeting Date: 10/21/2025

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contracts For Community Corrections Services

PURPOSE/ACTION REQUESTED

Authorize execution of contracts for Community Corrections services.

SUMMARY

Community Corrections supervises adults and juveniles placed on probation by the courts. Probation staff focuses on community safety and reducing recidivism in their supervision of these individuals. Supervision, services, and court-ordered programs are provided through specialized vendors (Attachment: Services Descriptions).

Staff recommends executing Community Corrections services contracts for the period of January 1, 2026 through December 31, 2027 in the amounts listed as follows:

Electronic Monitoring Services:

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

- In 2024, 978 juvenile and adult clients were placed on monitoring devices
- Funding source: client pay/County levy
- Increased by \$88,000 due to increased utilization

Drug Testing and Related Services:

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

- In 2024, Community Corrections sent 5,000 samples
- Funding source: client pay/community supervision subsidy/County levy
- Increased by \$50,000 due to cost increase to testing rates and supplies

Sex Offender Treatment Services:

Project Pathfinder, Inc. in an amount not to exceed \$180,000

- In 2024, 25 Pre-Sentence Evaluations were completed
- Funding source: Department of Correction (DOC) Sex Offender grant/County levy
- No increase

Alpha Emergence Behavioral Health in an amount not to exceed \$120,000

- On average, 30 clients per month
- Funding source: DOC Sex Offender grant/County levy

- No increase

Sex Offender Assessment Services:

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

- In 2024, 26 assessments were completed; year-to-date 2025, 15 assessments have been completed
- Funding source: DOC Sex Offender grant/County levy
- Increased by \$60,000 due to increased utilization

Wraparound Facilitation Services:

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

- In 2024, Nystrom & Associates, Ltd. wraparound coordinator served 20 families
- Funding source: United States Office of Justice Programs-Juvenile Drug Treatment Court Program grant/County levy
- No increase

Forensic Psychological Evaluation Services:

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

- In 2024, Associated Clinic of Psychological Evaluation, Inc. conducted psychological evaluations on 100 clients
- Funding source: County levy
- No increase

Juvenile Forensic Psychological Evaluation Services:

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

- In 2024, 27 evaluations were completed
- Funding source: County levy
- Increased by \$30,000 due to the demand for certification studies and Rule 20 evaluations for juveniles has increased while the number of available contracted psychologists has declined.

OUTCOMES

Attachment: Outcomes

Attachment: Services Descriptions

RECOMMENDATION

Staff recommends that the Board of Commissioners authorizes the Community Services Director to execute contracts with the providers referenced in the Resolution for Community Corrections Services with the providers for the amounts listed in the Resolution for the period of January 1, 2026 through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding will be included in the 2026 County Manager's Recommended Budget. All contracts shall contain a provision that allows the County to terminate the contracts immediately in the event sufficient funds from county, state, or federal sources are no longer available at a level sufficient to

continue services.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

Electronic Monitoring Services:

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

Drug Testing and Related Services:

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

Sex Offender Treatment Services:

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

Sex Offender Assessment Services:

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

Wraparound Facilitation Services:

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

Forensic Psychological Evaluation Services:

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

Juvenile Forensic Psychological Evaluation Services:

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

; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Outcomes

Attachment: Services Descriptions

BOARD GOALS

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

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

Outcomes for Community Corrections Services

Vendor: Midwest Monitoring and Surveillance, Inc.

Program: Electronic Monitoring Services

Outcomes:

How Much?

- In 2024, 978 juvenile and adult clients were placed on monitoring devices.

How Many?

- Over 94 percent successfully complete their required sentence.

Is Anyone Better Off?

- All monitoring programs are alternatives to jail. They reduce the inmate population, saving taxpayer money, and allow clients to maintain their jobs and relationships.

Vendor: RS EDEN

Program: Drug Testing and Related Services

Outcomes:

How Much?

- In 2024, Community Corrections sent over 5,000 samples to RS EDEN.

How Many?

- Only three percent of the results were challenged by clients which required further testing of the sample. When re-tested, 100 percent confirmed the original test results.

Is Anyone Better Off?

- The use of drug testing and related services support and assist in the work to change behavior and modify clients use of drugs or alcohol. Through efforts of a selective and targeted approach to who we test and what we test for, we can efficiently and as economically responsible as possible, work to enhance public safety and change individual behavior as it relates to chemical abuse.

Vendor: Nystrom & Associates, Inc.

Program: Juvenile Wraparound Services

Outcomes:

How Much?

- One hundred percent of all juvenile drug court participants and their families are referred for Wraparound Services.

How Many?

- In 2024, the Nystrom & Associates, Ltd. Wraparound Coordinator served 20 families.

Is Anyone Better Off?

- Wraparound Services include family support and education around addiction. All families receive formal and informal services to support a plan driven by the families' goals.

Vendor: Project Pathfinder, Inc.

Program: Sex Offender Treatment Services

Outcomes:

How Much?

- Over 90 percent of Pre-Sentence Evaluations were completed on time in 2024–2025.

How Many?

- In 2024, 25 Pre-Sentence Evaluations were completed

Is Anyone Better Off?

- All clients needing evaluations receive them in a timely matter. Evaluations help clients to receive necessary services during their probation period, which in turn leads to more successful probation completion.

Vendor: Associated Clinic of Psychological Evaluation, Inc.

Program: Forensic Psychological Evaluation Services

Outcomes:

How Much?

- One hundred percent of evaluations included clear recommendations tailored to client needs.

How Many?

- In 2024, Associated Clinic of Psychological Evaluation, Inc. conducted psychological evaluations on 100 clients.

Is Anyone Better Off?

- Public safety is better served, and our clients are better off, as evaluations help match sentencing with psychological needs, leading to more appropriate interventions and support.

Vendor: Katheryn Cranbrook, PsyD, Inc.

Program: Juvenile Psychological Evaluations

Outcomes:

How Much?

- In 2024, 27 evaluations were completed.

How Many?

- One hundred percent of evaluations have been completed in the time specified in the court order.

Is Anyone Better Off?

- The evaluation provided guidance to probation officers, judges, and attorneys and helped guide the decision the court makes and tailors the conditions of probation ordered to the clients' needs.

Vendor: Alpha Emergence Behavioral Health

Program: Sex Offender Treatment Services

Outcomes:

How Much?

- Ninety percent of clients will begin the treatment process within two weeks of the referral being made.

How Many?

- On average, 30 clients per month receive therapy services related to their harmful sexual acting behaviors.

Is Anyone Better Off?

- Through this contract, clients are being treated therapeutically and the community is safer for the work these clients are doing.

Vendor: Courtney Sturges Counseling and Consulting Services LLC

Program: Sex Offender Assessment Services

Outcomes:

How Much?

- Over 90 percent of assessments were completed on time in 2024–2025.

How Many?

- In 2024, 26 assessments were completed. In year-to-date 2025, 15 assessments have been completed.

Is Anyone Better Off?

- Since 2024, 41 clients have received psychosexual assessments which laid the foundation to be successfully treated and to navigate probation successfully.

Electronic Monitoring Services:

Electronic Monitoring Services provided by Midwest Monitoring and Surveillance, Inc. includes equipment, surveillance, and on-site intake staffing. These services are a cost-effective alternative to jail, where the daily housing cost is significantly higher. In addition, program completion rates have averaged approximately 94 percent across service types over the past several years, demonstrating the reliability and effectiveness of Midwest Monitoring and Surveillance, Inc. in supporting successful outcomes for clients while reducing costs to taxpayers. The recommended not to exceed amount of \$390,000 for this new contract is consistent with the amended funding level being requested for the current 2024–2025 contract. That amendment, being brought forward at the same time, reflects the increased service utilization experienced in 2024 and anticipated through the remainder of 2025.

Drug Testing and Related Services:

Community Corrections provides the following for clients referred. RS EDEN currently provides the following services:

- Drug testing supplies.
- Pick-up services.
- Observed randomized sample collections.
- Lab results.

Drug testing is an important facet of probation supervision as a high percentage of our clients struggle with chemical dependency. Our response to chemical use varies based on the risk factors of each client and their willingness to participate in treatment. The current contract for these services has an amount not to exceed \$200,000. The recommended not to exceed amount for this contract is consistent with the amended funding level being requested for the current contract. Drug testing costs increased after the COVID-19 pandemic and have now stabilized. Community Corrections completes Request for Proposals (RFP) as required by County policy for Drug Testing Services. Costs for drug testing services is paid for through a combination of County funds, client payments, and the Community Supervision Subsidy.

Sex Offender Treatment Services:

Clients returning to the community from prison typically have not completed sex offender treatment while incarcerated so they need to complete treatment upon release. Sex offender treatment typically takes two to three years for each client to successfully complete. The total not to exceed amount of \$300,000 is in the 2026 County Manager's Recommended Budget. Sex offender treatment is often paid for by insurance companies and clients. However, for those without insurance, the County subsidizes their treatment using a sliding fee based on their income.

Sex Offender Assessment Services:

Psychosexual Evaluations are required by statute for clients convicted of sexual offenses. This assessment is not covered by insurance and typically ordered by District Court as part of a Pre-Sentence Investigation (PSI) to determine the client's risk for sexual re-offense as to determine their treatment needs. This evaluation is used by Community Corrections in determining sentencing recommendations. The amount Community Corrections pays per evaluation is determined through an RFP process and used for all vendors that provide the service.

Wraparound Facilitation Services:

Wraparound services provide intensive case management and support for youth and families. Facilitators coordinate individualized care plans by bringing together family members, service

providers, and community supports to address the youth's needs holistically, with a focus on stability, accountability, and long-term outcomes. The wraparound facilitator works closely with the juvenile field agent assigned to each case, allowing the department to evaluate effectiveness while ensuring consistent supervision and support. Families have reported high satisfaction with the services provided.

The rate for services was established through a competitive solicitation process and confirmed in collaboration with the selected vendor, Nystrom & Associates, Ltd. The rate for a wraparound facilitator and the contract's not to exceed amount of \$120,000 are consistent with the previous contract and have not increased. In 2023, wraparound services totaled \$65,008, with \$56,953 paid from the United States Office of Justice Programs-Juvenile Drug Treatment Court Program grant and \$8,055 from levy dollars for non-drug court youth. In 2024, expenditures totaled \$62,254, with \$55,102 covered by the United States Office of Justice Programs-Juvenile Drug Treatment Court Program grant and \$7,152 from levy dollars.

Forensic Psychological Evaluation Services:

The Associated Clinic of Psychology, Inc. provides psychological evaluations and diagnostic assessments ordered as part of the Pre-Sentence Investigation (PSI) process. These evaluations help probation staff develop sentencing recommendations, assess risk and protective factors, and provide the court with critical information to support informed sentencing decisions. Reports are reviewed by probation and system partners for accuracy and are consistently reliable, well-written, and delivered in a timely manner.

The vendor completes approximately 100 evaluations annually for Dakota County. In 2023, expenditures totaled \$114,039, and in 2024 they totaled \$116,050. Because the County does not control how many PSIs or accompanying psychological evaluations are ordered by the court, a higher not to exceed amount is necessary to ensure adequate funding is available. The court may order either a full forensic evaluation, which requires extensive psychological testing and more billable hours, or a diagnostic evaluation, which is more limited in scope and less costly. Diagnostic evaluations are also billable to clients with insurance while forensic evaluations are not. In recent years, the court has increasingly ordered diagnostic assessments, resulting in reduced overall expenditures.

The rate for services was established through a competitive Request for Proposals (RFP) process and finalized in collaboration with the vendor to ensure consistency with other contracts for similar services while aligning with industry standards. The not to exceed amount of \$400,000 remains unchanged from the current contract period (January 1, 2024–December 31, 2025). The department will review expenditures at the conclusion of the new contract term in 2027, and if costs remain consistent, the not to exceed amount will be reduced moving forward.

Juvenile Forensic Psychological Evaluation Services:

As outlined in the accompanying amendment request, the demand for certification studies and Rule 20 evaluations for juveniles has increased while the number of available contracted psychologists has declined. Kathryn Cranbrook PsyD, Inc. has provided consistent, timely, and high-quality evaluation services that are relied upon by the court, probation, attorneys, and system partners. The rate for evaluations remains unchanged; the higher not to exceed amount of \$120,000 reflects the projected volume of evaluations anticipated over the new contract term. Rates were set following a competitive solicitation process and negotiated in collaboration with the vendor, ensuring they are both cost-effective and consistent with other contracts providing similar services. Costs are not billable to insurance and paid with levy funds.



Board of Commissioners

Request for Board Action

Item Number: DC-4827

Agenda #: 8.6

Meeting Date: 10/21/2025

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreements For Sentence To Service Program

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreements with Minnesota Department of Transportation, City of Apple Valley, and City of Burnsville for Sentence to Service program.

SUMMARY

The Sentence to Service (STS) program is for lower-risk adults receiving probation services as an alternative to being ordered to jail. The STS program is used as a way for clients to pay back the community for the crimes they have committed, and it is also used as a response to their non-compliance to court-ordered conditions.

Joint powers agreements (JPA)s with several public entities are required for the purchase of work crew services through the STS program. Staff recommends authorization to execute JPAs for the purchase of STS work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the following public entities:

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

for the period of January 1, 2026 through December 31, 2026 (Attachment: Joint Powers Agreement - MnDOT, Attachment: Joint Powers Agreement - Cities).

The 2026 JPAs with MnDOT, City of Burnsville, and City of Apple Valley are identical to the JPAs approved for 2025. The daily crew rate, the number of crew days purchased, and the not to exceed amounts remain unchanged from the prior year.

OUTCOMES

How Much?

- The Dakota County STS program had 272 clients referred in 2024 and 170 clients served in 2025 year to date.
- In 2025, year to date, Community Corrections' clients have completed 5,409 hours of STS, which saved Dakota County 676 jail bed days and \$173,590.

How Well?

- In 2023, the completion rate was 60 percent. In 2024, 82 percent of clients successfully completed their STS term. In 2025, year to date, 91 percent of Community Corrections' clients have successfully completed their STS term.

Is Anyone Better Off?

- The STS program provides probationers an opportunity to give back to the community. The community benefits from the work performed in our parks, cities, roadways, and various community-based non-profit organizations. STS is performed in lieu of incarceration; this saves on the cost of housing probationers in jail while they are given the benefit of remaining in the community.

RECOMMENDATION

Staff recommends authorization to execute JPAs with MnDOT, City of Apple Valley, and City of Burnsville for STS programming for the period of January 1, 2026 through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The total annual revenue for these contracts is \$82,037 for work crew services, which is included in the 2026 County Manager's Recommended Budget.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement - MnDOT

Attachment: Joint Powers Agreement - Cities

BOARD GOALS

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

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: January 1, 2026 – December 31, 2026

This Agreement is between County of Dakota, a political subdivision of the State of Minnesota, by and through its Community Corrections Department, hereinafter “County” and the State of Minnesota acting through its Commissioner of Transportation, 1500 County Road B2 West, Roseville, MN 55113, hereinafter “MnDOT”.

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

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

WHEREAS, the MnDOT desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service program by providing work crews non-dangerous criminal offenders plus a supervisor to perform unskilled labor; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the MnDOT for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

- 1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the MnDOT with respect to Sentence to Service (“STS”) work crews.
- 1.2 Cooperation. The County and the MnDOT shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. MnDOT and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.
- 1.3 Term. This Agreement is effective and enforceable on January 1, 2026 (“Effective Date”) and expires on December 31, 2026, or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.
- 1.4 Definitions.
 - a) Work Crew. A work crew shall consist of a Crew leader and a crew of five (5) to ten (10) workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.
 - b) Work Crew Days. An STS work crew day shall consist of seven (7) hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the MnDOT supervisor.

2. MNDOT’S RIGHTS AND OBLIGATIONS.

- 2.1 General Description. MnDOT will purchase up to ninety-three (93) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the MnDOT and the County.
- 1.1 Total Cost. MnDOT will pay the work crew per day price established annually by the Dakota County Board of Commissioners. For 2026, the work crew per day price is \$481.00 for a crew of five (5) or more workers and \$240.60 for work crews with less than five (5) workers. The total amount to be paid by MnDOT pursuant to this

Agreement shall not exceed \$45,000.00 in 2026. The continuation of this Agreement beyond June 30, 2026 (the end of the State of Minnesota Fiscal Year) is conditioned upon the availability and encumbrance of funds for such purpose as required by law.

2.2 Work Projects. MnDOT will provide work projects requiring unskilled labor such as liter pick-up, light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a MnDOT representative and the Crew leader sign off that work has been satisfactorily completed.

2.3 Crew. Work crew members are not employees of the MnDOT or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the MnDOT pursuant to this Agreement.
- Designate a person as the County's representative with respect to MnDOT's services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to MnDOT for payment by June 1, 2026 and December 1, 2026. MnDOT will provide payment within thirty (30) days of receipt of the invoice. The June 1 invoice will reflect the total number of work crew days provided up to that point. The December 1 invoice will reflect the total number of work crew days provided that year, up to ninety-three (93), minus the number already accounted for in the first billing.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the MnDOT the opportunity to use more than ninety-three (93) crew days per year without additional cost to the MnDOT if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crewmembers.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the MnDOT for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this MnDOT on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of MnDOT but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the MnDOT.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION.

6.1 Good Cause. If either party fails to fulfill its obligations under this Agreement, such failure shall be considered good

cause to terminate this Agreement on seven days' notice by the other party.

- 6.2 With or Without Cause. This Agreement may be terminated with or without cause, by the County or MnDOT upon thirty (30) days written notice.
- 6.3 Effect of Termination. Termination of this Agreement shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.
- 6.4 Termination by County – Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County or MnDOT may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to perform the services anticipated by this Agreement. Notice of Termination must be in writing and must be made by certified mail or personal delivery to the Authorized Representative or served on the Authorized Representative in accordance with Minn. R. Civ. P. 4. Notice of Termination is deemed effective upon signed certified mail receipt or personal delivery. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by MnDOT and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. In addition, MnDOT shall inform the County of any changes to MnDOT's address, phone number(s), e-mail address(es), and any other contact changes. At the time of execution of this Agreement the following persons are the designated liaisons:

MnDOT Liaison:

Dewayne Jones
Northwest Region Superintendent
1500 County Road B2 West
Roseville, MN 55113
651-234-7944
Dewayne.Jones@state.mn.us

County Liaison:

Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. MODIFICATIONS.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and MnDOT.

10. COMPLIANCE WITH LAWS/STANDARDS.

- 10.1 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota.
- 10.2 MnDOT agrees to abide by all applicable Federal and State laws, statutes, rules and regulations now in effect or hereinafter adopted pertaining to this agreement or other facilities programs and staff for which it is responsible.

11. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. GOVERNMENT DATA PRACTICES.

The Minnesota Government Data Practices Act applies to all data exchanged between the parties to this Agreement, and to all data collected, received, or stored under this Agreement. The County will not provide non-public or not-public data to MnDOT unless MnDOT has a business need for that data. The County will advise MnDOT if the County provides any nonpublic data to MnDOT.

13. AUDITS.

Pursuant to Minnesota Statute § 16C.05, the parties' books, records, and accounting practices and procedures, relevant to this Agreement, will be subject to examination by the parties, the State Auditor, and the Legislative Auditor, for a minimum of six (6) years.

14. MERGER.

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

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

Approved by Dakota County Board

Resolution No. [Click or tap here to enter text.](#)

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

STATE OF MINNESOTA

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind MnDOT).

By: _____

Title: _____

Date of Signature: _____

Signature: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date of Signature: _____

Signature: _____

STATE ENCUMBRANCE VERIFICATION

By: _____

Title: _____

Date of Signature: _____

Signature: _____

SWIFT Contract ID:

SWIFT PO #:

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF APPLE VALLEY
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: January 1, 2026 – December 31, 2026

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the City of Apple Valley, 7100 West 147th Street, Apple Valley, MN 55124, hereinafter “City.” This Agreement uses the word “parties” for both County and City.

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

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

WHEREAS, the City desires the services of the Sentence to Service program work crews; and

WHEREAS, the County operates a Sentence to Service program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$27,417.00 for fifty-seven (57) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2026 (“Effective Date”) and expires on December 31, 2026 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a crew leader and a crew of five (5) to ten (10) workers, who are jail inmates or community members, screened by Community Corrections. The crew leader shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY’S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase fifty-seven (57) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the City and the County.

- 2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$27,417.00. The County will invoice the City for actual crew days worked up to fifty-seven (57) days at the following rates:
- For five (5) or more workers per crew, the daily rate is \$481.00; and
 - For work crews with less than five (5) workers, the daily rate is \$240.50.
- 2.3 The City agrees to pay the County \$13,708.50 no later than May 31, 2026, and shall pay the remaining \$13,708.50 no later than October 1, 2026.
- 2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the crew leader before work commences. A work project will be concluded when a City representative and the crew leader approve in writing that work has been satisfactorily completed.
- 2.5 Crew. Work crew members are not employees of the City or County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than fifty-seven (57) crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

- 4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crewmembers.
- 4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION.

- 6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing thirty (30) days' Notice of Termination to the other party.
- 6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing seven (7) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform services or provide payment within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement.
 - D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - E. Return all County property in County within seven (7) calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
 - G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - H. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 6.6 Effect of Termination for Cause or without Cause.
- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

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

City Liaison:

Steve Rother
 Parks Superintendent
 7100 West 147th Street
 Apple Valley, MN 55124
 Phone Number: 952-953-2300
 Email: steve.rother@co.dakota.mn.us

County Liaison:

Leanne Walter
 Community Corrections Supervisor
 1560 Highway 55
 Hastings MN 55033
 Phone Number: 651-438-8336
 Email: leanne.walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

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

Approved by Dakota County Board

Resolution No. [Click or tap here to enter text.](#)

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF APPLE VALLEY

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By: _____

Title: Mayor

Date of Signature: _____

Signature: _____

Attest: _____

Title: City Clerk

Date of Signature: _____

Signature: _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF BURNSVILLE
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: January 1, 2026 – December 31, 2026

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the City of Burnsville, 100 Civic Center Parkway, Burnsville, MN 55337, hereinafter “City.” This Agreement uses the word “parties” for both County and City.

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

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

WHEREAS, the City desires the services of the Sentence to Service program work crews; and

WHEREAS, the County operates a Sentence to Service program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$9,620.00 for twenty (20) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

- 1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.
- 1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.
- 1.3 Term. This Agreement is effective and enforceable on January 1, 2026 (“Effective Date”) and expires on December 31, 2026 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.
- 1.4 Definitions.
 - a) **Work Crew**. A work crew shall consist of a crew leader and a crew of five (5) to ten (10) workers, who are jail inmates or community members, screened by Community Corrections. The crew leader shall oversee and be in charge of the work crew.
 - b) **Work Crew Days**. An STS work crew day shall consist of seven hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY’S RIGHTS AND OBLIGATIONS.

- 2.1 General Description. City will purchase fifty-seven (57) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the City and the County.

- 2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$9,620.00. The County will invoice the City for actual crew days worked up to twenty (20) days at the following rates:
- For five (5) or more workers per crew, the daily rate is \$481.00; and
 - For work crews with less than five (5) workers, the daily rate is \$240.50.
- 2.3 The City agrees to pay the County \$4,810.00 no later than May 31, 2026, and shall pay the remaining \$4,810.00 no later than October 1, 2026.
- 2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the crew leader before work commences. A work project will be concluded when a City representative and the crew leader approve in writing that work has been satisfactorily completed.
- 2.5 Crew. Work crew members are not employees of the City or County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than twenty (20) crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION.

- 6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing thirty (30) days' Notice of Termination to the other party.
- 6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing seven (7) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- E. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - F. Failure to perform services or provide payment within the time specified in this Agreement.
 - G. Failure to perform any other material provision of this Agreement.
 - H. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- I. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - J. Complete performance of any work that is not discontinued by the Notice of Termination.
 - K. Cooperate with each other regarding transition of services.
 - L. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - M. Return all County property in County within seven (7) calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - N. Submit an invoice for services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
 - O. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - P. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 6.6 Effect of Termination for Cause or without Cause.
- C. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - D. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

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

City Liaison:

Jeffrey Radick
 Assistant Public Works Director
 13713 Frontier Court
 Burnsville, MN 55337
 Phone Number: 952-895-4418
 Email: jeffrey.radick@burnsvillemn.gov

County Liaison:

Leanne Walter
 Community Corrections Supervisor
 1560 Highway 55
 Hastings MN 55033
 Phone Number: 651-438-8336
 Email: leanne.walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

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

Approved by Dakota County Board

Resolution No. [Click or tap here to enter text.](#)

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF BURNSVILLE

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By: _____

Title: Mayor

Date of Signature: _____

Signature: _____

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By: _____

Title: City Manager

Date of Signature: _____

Signature: _____



Board of Commissioners

Request for Board Action

Item Number: DC-4866

Agenda #: 8.7

Meeting Date: 10/21/2025

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendments For Community Corrections Services

PURPOSE/ACTION REQUESTED

Authorize execution of contract amendments for Community Corrections services.

SUMMARY

Community Corrections supervises adults and juveniles placed on probation by the courts. Probation staff focuses on community safety and reducing recidivism in their supervision of these individuals. Supervision, services, and court-ordered programs are provided through specialized vendors.

Drug Testing and Related Services:

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

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

- In 2024, Community Corrections sent 5,000 samples
- Funding source: client pay/community supervision subsidy/County levy
- Increase due to cost increase to testing rates and supplies

Electronic Monitoring Services:

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

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

- In 2024, 978 juvenile and adult clients were placed on monitoring devices
- Funding source: client pay/County levy
- Increase due to program utilization

Juvenile Forensic Psychological Evaluation Services:

Staff recommends authorization to execute a contract amendment with Kathryn Cranbrook PsyD, Inc. for Forensic Psychological Evaluations to add \$30,000 to the current contract amount of \$90,000 for a new total contract not to exceed amount of \$120,000

- From 2022-2023, 48 psychological/forensic evaluations were completed. From 2024 to year-to-date 2025, 55 evaluations have been completed.
- Funding source: County levy
- Increase due to client volume increasing while the number of available contracted psychologists continues to decline

Substance Abuse Treatment Services:

Staff recommends authorization to execute a contract amendment with Frazier Recovery Services LLC for Substance Abuse Treatment Services to add \$60,000 to the current contract amount of \$60,000 for a new total contract not to exceed amount of \$120,000

- The not to exceed amount is \$60,000; the agreed upon cost is \$60,000 per year
- Funding source: County levy
- This amendment is to correct the not to exceed amount to \$120,000 for the two-year term.

OUTCOMES

Attachment: Outcomes

Attachment: Services Descriptions

RECOMMENDATION

Staff recommends authorization to execute contract amendments for Community Corrections services with the vendors and not to exceed contract amounts listed in the resolution for the period of January 1, 2024 through December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding is included in the 2025 Community Corrections Budget. All contracts shall contain a provision that allows the County to terminate the contracts immediately in the event sufficient funds from county, state, or federal sources are no longer available at a level sufficient to continue services.

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

RESOLUTION

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

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

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

WHEREAS, by Resolution No. 23-522 (November 28, 2023), the Dakota County Board of

Commissioners authorized the Community Services Director to execute contract with RS EDEN (formerly RSI Laboratories) for a not to exceed amount of \$150,000 to provide Drug Testing and Related Services for the period of January 1, 2024 through December 31, 2025; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contract amendments for Community Corrections services with the vendors and at the not to exceed amounts listed for the period of January 1, 2024 through December 31, 2025, subject to approval by the County Attorney's Office as to form:

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

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the contracts amount and the contracts term up to one year after initial expiration date, consistent with County contracting policies, subject to

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

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

PREVIOUS BOARD ACTION

23-522; 11/28/23

ATTACHMENTS

Attachment: Outcomes

Attachment: Services Descriptions

BOARD GOALS

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

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

Outcomes for Community Corrections Services

Vendor: RS EDEN

Program: Drug Testing and Related Services

Outcomes:

How Much?

- In 2024, Community Corrections sent over 5,000 samples to RS EDEN.

How Many?

- Only three percent of the results were challenged by clients which required further testing of the sample and 100 percent of the re-tested urine confirmed the original test results.

Is Anyone Better Off?

- The use of drug testing and related services support and assist in the work to change behavior and modify clients use of drugs or alcohol. Through efforts of a selective and targeted approach to who we test and what we test for, we can efficiently and as economically responsible as possible, work to enhance public safety and change individual behavior as it relates to chemical abuse.

Vendor: Midwest Monitoring and Surveillance, Inc.

Program: Electronic Monitoring Services

Outcomes:

How Much?

- In 2024, 978 juvenile and adult clients were placed on monitoring devices.

How Many?

- Over 94 percent successfully complete their required sentence.

Is Anyone Better Off?

- All monitoring programs are alternatives to jail. They reduce the inmate population, saving taxpayer money, and allow clients to maintain their jobs and relationships.

Vendor: Katheryn Cranbrook PsyD, Inc.

Program: Juvenile Psychological Evaluations

Outcomes:

How Much?

- In 2024, 27 evaluations were completed.

How Many?

- One hundred percent of evaluations have been completed in the time specified in the court order.

Is Anyone Better Off?

- The evaluations provide guidance to probation officers, judges, and attorneys and help guide the decision the court makes and tailors the conditions of probation ordered to the clients' needs.

Vendor: Frazier Recovery Services LLC

Program: Substance Abuse Treatment Services

Outcomes:

How Much?

- One hundred percent of assessments are completed within one week of referral
- One hundred of participants have treatment and progress reports completed monthly.

How Many?

- 44 clients were served in 2024, and 31 clients served year to date in 2025.

Is Anyone Better Off?

- Eighty percent of youth successfully complete treatment.

Drug Testing and Related Services:

Community Corrections provides the following for clients referred. RS EDEN currently provides the following services:

- Drug testing supplies.
- Pick-up services.
- Observed randomized sample collections.
- Lab results.

Drug testing is an important facet of probation supervision as a high percentage of our clients struggle with chemical dependency. Our response to chemical use varies based on the risk factors of each client and their willingness to participate in treatment.

RS EDEN's performance has been exceptional during the past five years. Their cooperation and flexibility were important as our drug testing from 2020–2025 lacked stability. They worked closely with our department as we made regular changes to the testing process and expectations for clients and our vendor. Community Corrections has increased drug testing requirements each year as we've transitioned out of the COVID-19 pandemic when testing declined significantly. In 2024, we spent \$103,667 on drug testing and are projected to spend slightly less than that amount in 2025.

Community Corrections completes Request for Proposals (RFP) as required by County policy for Drug Testing Services. Costs for drug testing services is paid for through a combination of County funds, client payments, and the Community Supervision Subsidy.

Electronic Monitoring Services:

Electronic Monitoring Services provided by Midwest Monitoring and Surveillance, Inc. includes equipment, surveillance, and on-site intake staffing. Electronic Home Monitoring Services are an alternative to jail time. Because the daily cost of housing someone in jail is significantly higher than the cost of electronic monitoring, this service ultimately saves taxpayer dollars.

Service success is measured by the number of clients who successfully complete their monitoring requirements. Completion rates have remained consistent over several years, averaging approximately 94 percent across service types, which demonstrates both the reliability and effectiveness of Midwest Monitoring and Surveillance, Inc. as a jail alternative.

- Pre-sentence electronic home monitoring grew to 19,829 days in 2024, compared to 18,519 in 2022 and 19,225 in 2023. Alco-sensor monitoring rose to 1,927 days in 2024, compared to 1,826 in 2022 and 1,630 in 2023. Post-sentence electronic home monitoring increased to 21,756 days in 2024, compared to 20,345 in 2022 and 20,855 in 2023.
- Year-to-date utilization data for 2025 is not yet available, but based on prior year trends, and invoices paid, service levels are expected to remain at or above those experienced in 2024.
- The daily cost of electronic monitoring varies depending on the service and technology used. The contractor collects a \$2.50 daily administrative fee paid by the client, which is credited back to Dakota County; however, the remaining service fees are paid with county levy dollars. Some clients qualify for a fee waiver based on income, further shifting costs to the county when utilization increases.

Juvenile Forensic Psychological Evaluation Services:

The demand for certification studies and Rule 20 evaluations for juveniles has increased while the number of available contracted psychologists has declined.

Kathryn Cranbrook PsyD, Inc. has provided consistent, timely, and high-quality evaluation services that are relied upon by the court, probation, attorneys, and system partners. Rates were set following a competitive solicitation process and negotiated in collaboration with the vendor, ensuring they are both cost-effective and consistent with other contracts providing similar services. Costs are not billable to insurance and paid with levy funds.

Substance Abuse Treatment Services:

Frazier Recovery Services provides outpatient substance abuse treatment to youth referred to the New Chance Day Treatment Program and youth placed in the secured Juvenile Services Center. Services include group and individual programming focused on recovery, relapse prevention, and supporting positive decision-making.

For most of the contract term, the vendor has fulfilled its obligations by providing consistent treatment groups and individual sessions. However, in recent months the vendor has experienced challenges in recruiting and retaining qualified staff, which has reduced their ability to consistently deliver services. Frazier Recovery has since provided a formal 30-day notice that they will not extend their contract and will be unable to fulfill their contract obligation through the remainder of 2025.



Board of Commissioners

Request for Board Action

Item Number: DC-4896

Agenda #: 8.8

Meeting Date: 10/21/2025

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement with Intermediate School District 917 for education services at the Juvenile Services Center.

SUMMARY

Independent School District (ISD) 917 provides all necessary education services and programming to youth at the Juvenile Services Center (JSC), including but not limited to curriculum planning, implementation, hiring, tuition billing, and coordination of education services. Education services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and Minnesota Statutes, which describe the educational program components for residential facilities.

Community Corrections provides ISD 917 with classroom and office space along with supplies and maintenance for conducting the education program at the JSC. There is no cost to Dakota County for these services. ISD 917 bills the Minnesota Department of Education directly on a per-pupil basis for eligible students and receives state aid and tuition reimbursement for each enrolled student, consistent with Minnesota statutes governing education services for students placed in residential settings. This arrangement ensures that educational costs are fully covered through state funding streams, without impact on the County budget.

Staff recommends authorization to execute a joint powers agreement (JPA) with ISD 917 to provide education services at the JSC for the period of January 1, 2026 through December 31, 2027 (Attachment: Joint Powers Agreement).

OUTCOMES

How Much?

All 110 students enrolled in 2024 earned up to five core class credits each day of their attendance.

How Many?

There were 110 students enrolled in ISD school programming on the JSC campus in 2024.

Is Anyone Better Off?

One hundred percent of students enrolled earned credits towards graduation. All education plans are

individualized to meet the unique needs of each student.

RECOMMENDATION

Staff recommends authorization to execute a JPA with ISD 917 for education services at the JSC for the period of January 1, 2026 through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Educational costs are fully covered through state funding streams, with no fiscal impact to Dakota County.

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

RESOLUTION

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

WHEREAS, education services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and Minnesota Statutes, which describe the educational program components for residential facilities; and

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

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

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND INDEPENDENT SCHOOL DISTRICT (ISD) 917
FOR EDUCATION SERVICES**

AGREEMENT PERIOD: January 1, 2026 – December 31, 2027

This Agreement is made and entered into by and between the County of Dakota, by and through its Community Corrections Department, 1560 Highway 55, Hastings, MN 55033, hereinafter "County" and Intermediate School District (ISD) 917, 1300 East 145th Street, Rosemount, MN 55068, hereinafter "School District".

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

WHEREAS, Minn. Stat. §471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County operates a day treatment program and a residential treatment program at the Juvenile Services Center, Hastings, Minnesota, for juveniles who have been adjudicated delinquent, and a detention program for juveniles who have been alleged to be delinquent; and

WHEREAS, the Dakota County Juvenile Services Center is geographically located in the geographical boundaries of the Hastings Public School District, (ISD 200); and

WHEREAS, the School District is qualified to furnish educational services pursuant to Minnesota Statutes, Minnesota Department of Education requirements and applicable educational rules for those juveniles placed at the Juvenile Services Center; and

WHEREAS, the School District is entitled to reimbursements from state and resident/student school district sources for the cost of education, which reimbursements are not available to the County; and

WHEREAS, the School District has an established and recognized program for the provision of such services; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the School District, authority being specifically limited to the duties assigned under this Agreement; and herein.

WHEREAS, the School District is willing to provide the educational services as more fully described

NOW, THEREFORE, in consideration of and on the mutual agreements contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT.

This Agreement shall be in effect from January 1, 2026 through December 31, 2027, unless earlier terminated by law or according to the provisions herein. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

2. SERVICES TO BE PROVIDED.

2.1 School District Duties.

- a) The School District shall provide all necessary education services and programming including, but not limited to, curriculum planning, development, implementation and review; hiring, performance evaluation and disciplining of educational staff; tuition billing to resident/student school districts; liaison with resident/student district to ensure transfer of necessary education, information/records at both admission and discharge; coordination of educational services and programming as they relate to the program at the Juvenile Services Center. Such educational services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and Minnesota Statutes, which describe the educational program components for residential facilities.
- b) The School District shall, during the regular academic year and during a portion of the summer, provide an

education program. The beginning and ending times of the school day shall be established by the School District in order to ensure maximum utilization of both County and School District staff and shall be consistent with the School District calendar as established by the Intermediate School District 917 School Board.

- c) The education program shall be designated as, and considered to be, a component of the education program of the School District. The School District shall ensure said program shall meet all applicable standards and regulations as set forth by the Minnesota Department of Education, Education Rules, and Minnesota Statutes.
- d) The length of time an eligible resident/student of the Juvenile Services Center participates in this education program shall be determined by the Director of the Juvenile Services Center in consultation with the School District.
- e) The educational staff shall be employees of, or under agreement to, Intermediate School District (ISD) 917 and shall provide the contracted services at the Juvenile Services Center, Hastings, Minnesota.
- f) An Individual Education Plan (IEP) for each student, identified and determined by the School District to have an eligible special educational disability, shall be developed and implemented by the School District.
- g) The School District shall provide teachers who shall be appropriately licensed as per standards and regulations set forth by the Minnesota State Board of Teaching and the Minnesota Department of Education.
- h) Management of the education component of the Juvenile Services Center shall be the responsibility of the School District.

2.2 County's Duties.

- a) The County shall be responsible for providing the School District with classroom and office space for conducting the education program at the Juvenile Services Center and shall be responsible for the maintenance and repair thereof.
- b) The County shall be responsible for providing desks, tables, and chairs, and shall be responsible for the maintenance and replacement thereof.
- c) The County shall make available the use of a copy machine and related supplies and maintenance to the education program. The School District will be responsible to replace paper used by educational program staff.
- d) In situations where staff assess per Juvenile Services Center policy that a youth needs to be physically or mechanically restrained in a school area, physically escorted out of a school area or removed from a school area to a more secure or restrictive setting, the County has primary responsibility for the restraint or escort. County staff and School District staff share the responsibility of other escorts of student residents within the Juvenile Services building.
- e) The County shall take measures to provide for the safety and security of staff, residents/students, and visitors as defined in the Juvenile Services Center policy manual.
- f) It is the expectation of the County and School District that the defined rules and expectations of correctional and educational programming and the behavioral management system will be essentially the same and will be enforced consistently by both County and School District staff. In a situation where a youth has demonstrated a behavior that violates Juvenile Services rules and expectations, County and School District staff share the joint responsibility to manage the behavior of the residents/students.
- g) In response to behaviors that do not require restraint or escort out of the school area, it is the intention of the County and the School District to utilize a graduated time out, behavioral management system. The time out can first occur away from the rest of the group in an individual study carrel or in the classroom office. The next option is a time out in the school multipurpose area or guided study area outside of the classroom. The designated time out room outside the school area is the next option.

- h) If a resident's/student's behavior is disruptive to the point of interfering with conducting the educational program of other residents/students, the School District staff and County staff will make the joint determination to remove the residents/student from the school area to a more restrictive or secure setting. In the School District staff and County staff disagree, it is within the lead teacher's (or designee's) authority to have County staff remove the youth from the school area. The student will return to the school once a corrective action plan has been developed which includes reintegration into school as a part of the plan (see, Juvenile Services Center disciplinary policy).
- i) Residents/students who are removed from the school area for disciplinary reasons are subject to the Juvenile Services disciplinary process. As a result of the disciplinary review process, County staff and School District staff will develop a corrective action plan with the youth. One of the primary goals will be to reintegrate the youth into school. In the event there is disagreement between County staff and School District staff regarding reintegration into school, the County shift supervisor has the authority to reintegrate the resident/student into school.
- j) Residents/students who are placed in extended observation (room restriction) status will be provided alternative programming by County staff per State Department of Corrections standards for secure juvenile detention and residential facilities. School District staff will provide educational assignments for residents/students in alternative programming.
- k) The County shall insure that there will be County staff on duty during school hours in the Juvenile Services Center per the State Department of Corrections standards. The County shall ensure adequate coverage to provide behavior management in the New Chance Program. Currently, the County's standard for New Chance is one (1) staff per every ten (10) residents/students.
- l) The County and School District share the joint responsibility to design and implement effective educational and correctional programs with the shared goals of improving academic achievement and reducing recidivism of the residents/students. Educational services and correctional services must be part of an integrated or multimodal approach to achieve these two (2) complementary goals. (See, "Philosophy of Education within the JSC Campus" policy). It is the intent of the County and School District to reinforce staff work towards these two (2) goals throughout the programming day.
- m) In order to provide integrated and effective educational and correctional programs, County staff and School District staff will need to operate as a team to provide services which effectively address the goals of each resident/student as identified on their education and competency plan. The youth's service plan is the central focus of staff efforts. It is the intent of the County and the School District to facilitate teamwork between educational and correctional staff by having regular, joint, shift consults, case planning and staffing, management team, and administrative meetings.

2.3 County Policies. Contractor agrees to abide by County policies and procedures as they relate to the Contractor's performance under the Contract. Failure to abide by these policies and procedures could result in immediate termination of the Contract if the County determines that the violation threatens the safety of County staff or employees, residents, other contractors, interns, volunteers, or visitors. The Contractor further agrees that its representatives will meet the County's eligibility and screening requirements.

2.4 Equipment and Supplies. The School District shall be responsible for providing all necessary and appropriate office supplies, educational materials and equipment used in the education program with the exception of gym supplies that will be purchased by the County.

3. **COMPENSATION.**

The School District shall be responsible for the invoicing and receipt of all resident/student school district tuition for the regular academic year and summer school for students who are residents/students of the State of Minnesota and receiving general education services.

Non-Minnesota court/agency ordered non-Minnesota student tuition billing: The School District shall prepare and send tuition invoices for non-Minnesota students enrolled in School District's educational programs to the student's home district. If the student's home school district denies payment, the School District will prepare and send a tuition invoice to the County at the Juvenile Services Center. The County agrees to pay 100% of the costs at the rates established by the Minnesota Department of Education. The School District shall provide the County, the Minnesota Department of Education and Independent School District (ISD) 200 with documentation for students receiving special education services.

4. PROGRAM ACTIVITIES REVIEWS.

4.1 The School District and County shall convene joint meetings (at least once per month) of leadership staff from the corrections component and the education component to discuss program issues.

4.2 In order to assure ongoing communication and program review, an annual meeting prior to December 1 of each year shall be held to discuss overall program needs and issues. At a minimum, the County's Director of Juvenile Services and the School District's Director of Special Education and the lead education staff persons at the Juvenile Services Center shall attend this meeting.

5. LIABLE FOR OWN ACTS.

Each party to this Agreement shall be liable for the acts of their own officers, employees, volunteers and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers and/or agents.

It is understood and agreed that the provisions of Minn. Stat. §471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

School District is and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting School District as the agent, representative, or employee of the County for any purpose or any manner whatsoever. School District acknowledges and agrees that School District is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits under the County. School District also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due School District and that it is School District's sole obligation to comply with the applicable provisions of all federal and state tax laws.

7. DATA PRIVACY.

For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by School District in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy, and School District must comply with those requirements. The remedies in Minn. Stat. §13.08 apply to the School District. School District does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Agreement. All subcontracts shall contain the same or similar data practices compliance requirements.

8. CHOICE OF LAW.

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

9. AMENDMENTS.

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

10. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

11. TERMINATION BY COUNTY-LACK OF FUNDING.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written Notice of Termination sent by the County to School District by facsimile is sufficient notice under the terms of this Agreement. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

12. MODIFICATIONS.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by Authorized Representatives of the County and School District.

13. MERGER.

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

14. NOTICES.

The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

Melissa Schaller
Director of Special Education
Intermediate School District (ISD) 917
1300 145th Street East
Rosemount, MN 55068

To the County:

Marti Fischbach
Community Services Director
Dakota County
1 Mendota Road West, Suite 500
West St. Paul, MN 55118

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

Approved by Dakota County Board

Resolution No. [Click or tap here to enter text.](#)

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

INDEPENDENT SCHOOL DISTRICT (ISD) 917

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By: _____

Title: _____

Date of Signature: _____

Signature: _____



Board of Commissioners

Request for Board Action

Item Number: DC-4851

Agenda #: 8.9

Meeting Date: 10/21/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Ramsey County for tuberculosis services.

SUMMARY

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

Dakota County Public Health is mandated under Minn. Stat. ch. 145A to control communicable disease and therefore, ensure tuberculosis services are provided in the form of medical care and case management through the completion of treatment. Dakota County Public Health staff provides tuberculosis case management services to clients in the County with active tuberculosis, latent tuberculosis, and suspect tuberculosis. In addition, specialized clinical services for infectious disease are needed to determine tuberculosis disease treatment requirements to prevent the further spread of tuberculosis. Dakota County is responsible for the costs of tuberculosis clinical services for residents who are uninsured or underinsured.

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

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

Dakota County Public Health has utilized Ramsey County tuberculosis services since 2010. Ramsey County operates a tuberculosis control program and is able to provide those program services to Dakota County under the terms of this JPA. The purpose of this JPA is to set out the respective duties and responsibilities of Dakota and Ramsey Counties for the provision of tuberculosis control services to those residents who have been referred to Ramsey County by Dakota County. The maximum

amount to be paid by Dakota County pursuant to this Agreement shall not exceed \$50,000. The maximum amount to be paid in the previous contract (2023-2025) was not to exceed \$70,000. The maximum amount was decreased by \$20,000 based on an average cost of \$36,000 over a period of two years. The remaining \$14,000 buffer allows for an unpredictable influx in clients or large-scale contact investigation service costs. Tuberculosis control service needs are unpredictable and can vary client to client due to diagnostic needs, diagnosis or disease type, treatment, and follow-up requirements.

Staff recommends a two-year term of the JPA to continue tuberculosis clinical services provided by Ramsey County through the Saint Paul-Ramsey County Tuberculosis Clinic to clients referred by Dakota County Public Health (Attachment: Joint Powers Agreement).

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

OUTCOMES

How Much? All residents with active tuberculosis or suspect tuberculosis are eligible to receive infectious disease medical care to ensure effective clinical treatment of disease.

How Well? Dakota County Public Health staff assists with case management services for all active tuberculosis clients. Clients are able to complete disease treatment regardless of insurance status.

Is Anyone Better Off? Dakota County Public Health protects the health of all through prevention of tuberculosis spread in our community.

RECOMMENDATION

Staff recommends authorization to enter into a JPA with Ramsey County for tuberculosis services for the term of January 1, 2026 through December 31, 2027, in an amount not to exceed \$50,000 based on an average of actual expenses in 2024-2025.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for the JPA for the term of January 1, 2026 through December 31, 2027, is included in the 2026 County Manager's Recommended Budget.

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

RESOLUTION

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

WHEREAS, Dakota County Public Health is mandated under Minn. Stat. ch. 145A to control communicable disease and therefore, ensure tuberculosis services are provided in the form of

medical care and case management through the completion of treatment; and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the remaining \$14,000 buffer allows for an unpredictable influx in clients or large-scale contact investigation service costs; and

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

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

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

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

PREVIOUS BOARD ACTION

23-572; 12/16/23

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| ☐ Inform and Listen | ☐ Discuss | ☐ Involve | ☒ N/A |
|--|----------------------------------|----------------------------------|---|

CONTACTS

Department Head: Gina Pistulka

Author: Gina Pistulka

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE COUNTY OF RAMSEY
FOR TUBERCULOSIS CONTROL SERVICES**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("Dakota") and the County of Ramsey, by and through St. Paul-Ramsey County Public Health ("Ramsey"). This Agreement uses the word "parties" for both Dakota and Ramsey.

WHEREAS, Dakota and Ramsey are governmental units as that term is defined in Minn. Stat. § 471.59.

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

WHEREAS, Dakota requires Tuberculosis Control Services for its residents.

WHEREAS, Ramsey operates a Tuberculosis Control program and is able to provide those program services to Dakota under the terms of this Agreement.

WHEREAS, the parties desire to cooperate in providing Tuberculosis Control Services as more fully described herein.

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

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of Dakota and Ramsey for the provision of Tuberculosis Control Services, as more fully described herein.
2. Term. This Agreement shall be effective on January 1, 2026 and shall continue in effect through December 31, 2027, unless earlier terminated by law or according to the provisions of this Agreement.
3. Ramsey Obligations. Ramsey County agrees to provide the Tuberculosis Control Services identified on Exhibit 1 to Dakota County residents who have been referred to Ramsey from Dakota County Public Health.
4. Ramsey Obligations. Dakota County may refer residents to Ramsey for Tuberculosis Control Services under this Agreement. Dakota will pay Ramsey for such Services provided to Dakota residents as set forth on Exhibit 1. Dakota shall only be obligated to pay for Tuberculosis Control Services for Dakota residents referred to Ramsey for such Services by Dakota County Public Health. Payment does not prevent Dakota from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by Dakota. The maximum amount to be paid by Dakota pursuant to this Agreement shall not exceed \$50,000.
5. Liability. Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party represents that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits as stated in Minn. Stat. Ch. 466. The parties shall promptly provide Notice in writing and in reasonable detail of any demand, action, suit, or proceeding against the party providing Notice relating to this Agreement or the provision of Tuberculosis Control Services under this Agreement. The provisions of this section 5 shall survive the expiration or termination of this Agreement.
6. Data Practices. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the

Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. To the extent permitted by law, if either party receives a request to release the data received from the other party, the party which has received the data request must promptly notify the other party. In connection with any data received from the other party under this Agreement, each party shall provide the other party with prompt Notice of a breach of the security of such data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. The provisions of this section 6 shall survive expiration or termination of this Agreement.

7. Termination.

7.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice to the other party of intent to terminate.

7.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event a party determines sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement or to provide the Tuberculosis Control Services.

8. General.

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To Ramsey:

Amy Caron
Director of Public Health
555 Cedar Street
St, Paul, MN 55101
651-266-2424
amy.caron@co.ramsey.mn.us

To Dakota:

Marti Fischbach
Community Services Director
1 Mendota Road W., Suite 500
West St. Paul, MN 55118
651-554-5742
marti.fischbach@co.dakota.mn.us

8.2 Liaisons. The following named persons are designated the parties' Liaisons for purposes of this Agreement. The Liaison, or their successor, has authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

Ramsey:

Amy Caron
651-266-2424
amy.caron@co.ramsey.mn.us

Dakota:

Jenn Jech
651-554-5837
Jenn.Jech@co.dakota.mn.us

8.3 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative, with a courtesy copy provided by email. The parties may provide written notification to each other of any change to the designated Authorized Representatives or contact information.

8.4 Amendments. No amendments or variations of the terms and conditions of this Agreement

shall be valid unless in writing and signed by the parties' authorized representatives.

8.5 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting Ramsey or Dakota as the employee of the other entity for any purpose or in any manner whatsoever.

8.6 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Minnesota.

8.7 Compliance with Applicable Law. The parties agree to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the parties' performance under this Contract and to the facilities, programs, and staff for which the parties are responsible. Ramsey shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Tuberculosis Control Services under this Agreement.

8.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

8.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of Ramsey and Dakota represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent that this Joint Powers Agreement is a binding obligation and is enforceable in accordance with its terms.

8.10 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

8.11 Severability. In the event that any portion of this Joint Powers Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

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

IN WITNESS THEREOF, the parties have caused this agreement to be executed intending to be bound thereby.

DAKOTA COUNTY

By: _____
Marti Fischbach
Community Services Director

Date of signature: _____

RAMSEY COUNTY

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

Exhibit 1 – Service Description and Payment Terms

Saint Paul - Ramsey County Public Health (Contractor) shall provide tuberculosis (TB) detection, prevention and treatment services to clients residing in Dakota County, who have been referred by Dakota County Public Health (County). These tuberculosis control services include:

- TB skin testing; QFTs (QuantiFERON Blood Test)
- Chest x-rays;
- Laboratory services:
- Physician evaluation, consultation, diagnosis and treatment;
- Medication dispensing and monitoring.
- Follow-up services, e.g. physician visits, nurse visits, additional lab and x-ray services;
- Additional diagnostic services
- Summary of services after each visit to be emailed to the responsible staff person in County;
- Phone or in-person interpretation as necessary to serve County residents with English as a second language and the deaf or hard of hearing
- Notification of no-shows to the responsible staff person in County after each incident.

Contractor will accept all usual and customary TB referrals made by the County. Contractor will also provide services for uninsured and underinsured Latent TB Infection (LTBI) cases. Authorization for the above services by the County will be via the County TB Referral and Follow-up Report Form. Contractor may see referred LTBI clients up to three (3) visits without additional prior approval from the County for all services listed above, except tuberculosis skin testing and additional diagnostic services.

The County will be responsible for follow-up with referred clients whose medical needs exceed the scope of services provided by the Contractor and will assist them in finding low-cost health services, applying for emergency Medical Assistance (MA), etc.

Contractor shall complete their portion of the County TB Referral and Follow-up Report Form, and provide copies of all laboratory and x-ray results to County Public Health staff. Contractor shall retain possession of the x-ray; however, the x-ray shall be sent to a physician for comparison upon request.

Reimbursement for Services

Contractor shall bill the County on a quarterly basis. Statements shall be itemized by client, only for those TB and interpreter services for County residents that Contractor is unable to recover from third party sources. The County agrees to pay the prevailing MA rate for services during the term of the contract for all TB services.

The County agrees to pay the prevailing MA rate whenever Contractor's staff interpreter is used. In the event that it is necessary to use a phone interpreter (i.e. Language Line) or an outside interpreter agency the County will be billed in 15-minute increments at the rate negotiated by Contractor for such service.

Contractor may also bill a one-time only fee of \$200.00 for an average of 4 hours of case management service for each TB client referred who does not have insurance coverage.

Inclusion, Diversity and Equity

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

The County further recognizes that pervasive racism, discrimination and other institutional and community

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

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

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

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



Board of Commissioners

Request for Board Action

Item Number: DC-4746

Agenda #: 8.10

Meeting Date: 10/21/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreements (JPA)s with Independent School District (ISD) 196 and Independent School District (ISD) 200 for Smoke-Free Mentoring Cohorts.

SUMMARY

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

Dakota County Public Health (Public Health) has over 15 years of experience working with local school districts in Dakota County through the Minnesota Department of Health (MDH) Statewide Health Improvement Partnership (SHIP). Health Promotion supports community-driven solutions to expand opportunities for active living, healthy eating, commercial tobacco-free living, and preventing chronic disease. One effective strategy is collaborating with school districts to develop smoke-free peer mentoring programs. Public Health contracts with the Minnesota Tobacco Free Alliance (TFA) to oversee these peer-mentoring cohorts within participating districts, train youth in vaping prevention best practices as part of school engagement tactics, and work on school policies that positively impact student health. This initiative supports youth empowerment to take ownership in preventing vaping among their peers and practice leadership skills in the community. There is no money exchange between these districts and Dakota County. It is simply a notice to both governing bodies of the intent to work together and bring a contractor onsite to provide technical assistance.

Under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units. Therefore, staff is requesting to enter into a JPA with ISD 196 (Attachment: Joint Powers Agreement with ISD 196) and with ISD 200 (Attachment: Joint Powers Agreement with ISD 200) for Smoke-Free Mentoring Cohorts.

OUTCOMES

How much: Two school districts will work with TFA consultants to support the development of one youth-led school group in each district.

How well: TFA currently supports ISD 196 and their youth-led group: Tobacco Free Society (TFS), which is now a school-sanctioned group and is increasing their visibility in the community by engaging with local leaders in the prevention of vaping among youth and teens. This vendor has consistently met expectations of the most recent contract by fulfilling all deliverables to a high degree of excellence, and has participated in solicitation to become a County vendor.

Is anyone better off: TFS, out of Eagan High School, now has a trained group of youth who bring that training to 6th graders in the district as part of health education classes. This allows high schoolers to be mentors to younger students who may be positively influenced by vaping education.

RECOMMENDATION

Staff recommends authorization to enter into JPAs with ISD 196 and ISD 200 to continue the work of the smoke-free peer mentoring cohort overseen by TFA.

EXPLANATION OF FISCAL/FTE IMPACTS

This is an agreement between school districts and Dakota County with *no money exchanged*. Agreement is to notify government parties of intent to partner on vaping-prevention strategies with a local non-profit (TFA). These JPA's have no direct funding tied to them specifically as schools do not receive money, but the work being carried out in this JPA is part of a larger \$25,000 contract with TFA. The Statewide Health Improvement Partnership grant funds the TFA contract.

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

RESOLUTION

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

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

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

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

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

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

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an

agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement with ISD 196

Attachment: Joint Powers Agreement with ISD 200

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

CONTACTS

Department Head: Gina Pistulka

Author: Alex Groten

**JOINT POWERS AGREEMENT FOR SMOKE FREE COHORT SERVICES
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 196**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Independent School District 196, 3455 153rd St. W., Rosemount, MN 55068 (“School District” or “Contractor”), by and through their respective governing bodies.

RECITALS

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

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

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”), including smoke free cohort services;

WHEREAS, the County is permitted to provide services using its SHIP funds and the County has solicited and considered applications from entities for use of such funds; and

WHEREAS, the County has agreed to provide School District with smoke free cohort services outlined in Exhibit 2, Service Grid, using SHIP funds.

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

1. Effective Date. This Agreement is dependent on the approval and execution of a contract between the County and Tobacco Free Alliance (TFA) to provide smoke free cohort services to the School District. To the extent such contract has been executed, the effective date of this Agreement shall be the date the last party executes this Agreement. County will provide a copy of its contract with TFA to School District upon request.
2. Purpose. The purpose of this Agreement is for Dakota County, through its contract with Tobacco Free Alliance (TFA), to provide smoke free cohort services at School District locations. All services provided by the County and TFA are described in Exhibit 2, Service Grid.
3. School District obligations under State Contracts. The grant funds utilized to pay TFA for services it will provide School District hereunder are subject to the terms and conditions contained in the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated November 2025, as may be periodically amended. (“State Contracts”). School District agrees to comply with all terms and conditions contained in the State Contract that are applicable to the County and the funds provided under this

Agreement. This includes but is not limited to the special conditions identified in Section 19 of this Agreement. County will provide copies of the State Contract to School District upon request.

4. County Obligations. The County, through its contractual relationship with TFA, agrees to provide services to the School District described in Exhibit 2 from the Effective Date through 10/31/2026. Reimbursement shall be made only for those activities and expenditures completed during the Agreement term and in conformance with this Agreement, including the State Contract. Notwithstanding anything to the contrary in this Agreement, it is understood by the parties that any suspension, reduction or termination of the SHIP funds granted to the County may result in a like suspension or reduction to the School District.
5. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

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

Michael Bolsoni, or his/her successor, has the responsibility to monitor the School District's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The School District's Authorized Representative is:
 Michael Bolsoni, 3455 153rd St. W., Rosemount, MN 55068
 Telephone: 651-423-7749
 Email: michael.bolsoni@district196.org

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

6. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
7. Indemnification. If permitted by the law governing the powers of public school districts, School District agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of School District, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions School District may be legally responsible. Nothing herein shall be construed as a waiver by School District of any of

the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.

8. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, School District shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the School District.
9. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
10. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
11. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement. Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
12. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
13. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1 except to the extent that select assurances do not otherwise apply to public school districts. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
14. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar

days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the “Cure Period”). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.

(c) Remedies. Upon the School District’s failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

- (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
- (2) The County may enforce any additional remedies it may have in law or equity.
- (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days’ written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

15. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by either the County or the School District in the event sufficient funds from the County, School District, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the party terminating the Agreement.

16. Special Conditions. The School District understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:

- (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
- (b) If permitted by the law governing the powers of public school districts, the School District shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the School District or its agents or employees.

- (c) The School District, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials provided by TFA for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
- (d) Any employees or agents of TFA who have contact with School District students must undergo criminal/maltreatment background studies pursuant to Minn. Stat. § 123B.03 and 299C.60 et. seq. The School District will complete the criminal/maltreatment background study through its Human Resources Department. The School District has the right to refuse assigned TFA personnel based upon the results of the criminal/maltreatment background study.

- 17. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement except insofar as the Standard Assurances contains provisions not otherwise applicable to public school districts.
Exhibit 1: Standard Assurances;
Exhibit 2: Service Grid;
- 18. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 19. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the School District. Any amendment to this Agreement must be in writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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

Approved as to form:

COUNTY OF DAKOTA

 Assistant County Attorney/Date
 KS-

By: _____

Title: _____

Date: _____

Dakota County Contract _____
 Dakota County BR 25-____

INDEPENDENT SCHOOL DISTRICT 196

School District Board
 Resolution number/date: _____

By: _____

Title: _____

Date: _____

EXHIBIT 1 STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

EXHIBIT 2 – Service Grid**Dakota County’s Statewide Health Improvement Partnership (SHIP) workplan with Tobacco Free Alliance**

Workplan One: Commercial Tobacco/Vaping Prevention TA		
Time frame	Contractor Activities	Desired Outcome
11/1/25-10/31/26	Technical Assistance: Provide TA as needed on commercial tobacco-related PSE change options, as agreed upon between Dakota County and TFA.	TFA supports DCPH staff as capacity allows when TA requests are made.
11/1/25-10/31/26	Schools TA: Collaborate with DCPH staff to support Dakota County school districts in updating their commercial tobacco-related policies to include non-punitive alternatives to suspension and other best practice measures. This may include, but is not limited to, meeting with school staff to educate about best practices, sharing up-to-date resources and data, and communicating with school staff over email.	Dakota County schools will be better equipped to adopt supportive, non-punitive approaches to address commercial tobacco use, fostering healthier school environments that prioritize student well-being and reduce reliance on suspension.

Workplan Two: Vaping Prevention Efforts with ISD 196 DP Program		
Time frame	Contractor Activities	Desired Outcome
Winter and spring 2026	Train DP Students on Peer-to-Peer Vaping Prevention and Cessation: Train DP students using TFA’s “Unpacking Myths and Facts Around Vaping” workshop, equipping them to educate peers on vaping prevention and cessation.	- DP class sections at Eagan, Rosemount, Eastview, and Apple Valley High Schools are trained over at least two class periods for each section. - DP students gain knowledge, skills, and confidence to deliver accurate vaping prevention messages. - Increased peer-to-peer engagement and message credibility among younger students.
Spring 2026	Student-led Presentations to Sixth Grade Students: DP students adapt workshop materials to create their own lesson plans and deliver their own presentations during small group sessions with ISD 196 sixth grade students.	- Sixth grade students receive engaging, factual vaping prevention education from a trusted messenger. - DP students strengthen communication, leadership, and advocacy skills.
Winter and spring 2026	Vaping Prevention Toolkit: If time allows, create a comprehensive electronic toolkit for the ISD 196 DP program to support sustainable peer-to-peer vaping prevention education beginning in the 2026–27 school year and beyond. TFA will own the toolkit and provide access to DCPH, DP	- A ready-to-use, evidence-based toolkit is created. - DP teachers and students can continue vaping prevention efforts without relying on annual outside training.

	teachers, and other schools interested in peer-to-peer vaping prevention programming if applicable.	• Toolkit remains relevant and up to date through periodic TFA updates and technical assistance.
Spring 2026	Training and Presentation Evaluation: • Create a student evaluation survey to assess the training and presentation experience, including an evaluation of the toolkit. • DP students complete the evaluation. • Compile survey findings and summarize key outcomes and lessons learned. • Improve training and toolkit based on student recommendations.	• Quantitative and qualitative data is collected and shared with DCPH to measure student learning, skill development, and presentation effectiveness. • Continuous improvement of the training and toolkit based on student feedback.

Contract term: 11/1/2025-10/31/2026

**JOINT POWERS AGREEMENT FOR SMOKE FREE COHORT SERVICES
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 200**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Independent School District 200, 1000 West 11th St., Hastings, MN 55033 (“School District” or “Contractor”), by and through their respective governing bodies.

RECITALS

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

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

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”), including smoke free cohort services;

WHEREAS, the County is permitted to provide services using its SHIP funds and the County has solicited and considered applications from entities for use of such funds; and

WHEREAS, the County has agreed to provide School District with smoke free cohort services outlined in Exhibit 2, Service Grid, using SHIP funds.

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

1. Effective Date. This Agreement is dependent on the approval and execution of a contract between the County and Tobacco Free Alliance (TFA) to provide smoke free cohort services to the School District. To the extent such contract has been executed, the effective date of this Agreement shall be the date the last party executes this Agreement. County will provide a copy of its contract with TFA to School District upon request.
2. Purpose. The purpose of this Agreement is for Dakota County, through its contract with Tobacco Free Alliance (TFA), to provide smoke free cohort services at School District locations. All services provided by the County and TFA are described in Exhibit 2, Service Grid.
3. School District obligations under State Contracts. The grant funds utilized to pay TFA for services it will provide School District hereunder are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated November 1, 2025, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated November 1, 2025, as may be periodically amended. (“State Contracts”). School District agrees to comply with all terms and conditions contained in such contracts that are applicable to

the County to the extent that they are applicable to the activities described in the Service Grid. County will provide copies of these contracts to School District upon request.

4. County Obligations. The County, through its contractual relationship with TFA, agrees to provide services to the School District described in Exhibit 2 from the Effective Date through 10/31/2026.
5. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

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

Jennifer Seubert, or his/her successor, has the responsibility to monitor the School District's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The School District's Authorized Representative is:
 Jennifer Seubert, 1000 West 11th St., Hastings, MN 55033
 Telephone: 651-480-7005
 Email: jseubert@isd200.org

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

6. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
7. Indemnification. If permitted by the law governing the powers of public school districts, School District agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of School District, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions School District may be legally responsible. Nothing herein shall be construed as a waiver by School District of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.

8. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, School District shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the School District.
9. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
10. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
11. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement. Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
12. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
13. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1 except to the extent that select assurances do not otherwise apply to public school districts. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
14. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period

for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.

(c) Remedies. Upon the School District's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

- (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
- (2) The County may enforce any additional remedies it may have in law or equity.
- (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

15. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by either the County or the School District in the event sufficient funds from the County, School District, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the party terminating the Agreement.

16. Special Conditions. The School District understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:

- (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is "Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department" and shall not be released unless approved in writing by these entities' authorized representatives.
- (b) If permitted by the law governing the powers of public school districts, the School District shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the School District or its agents or employees.
- (c) The School District, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials provided by TFA for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

(d) Any employees or agents of TFA who have contact with School District students must undergo criminal/maltreatment background studies pursuant to Minn. Stat. § 123B.03 and 299C.60 et. seq. The School District will complete the criminal/maltreatment background study through its Human Resources Department. The School District has the right to refuse assigned TFA personnel based upon the results of the criminal/maltreatment background study.

17. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement except insofar as the Standard Assurances contains provisions not otherwise applicable to public school districts.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

18. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

19. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the School District. Any amendment to this Agreement must be in writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date
KS-

By: _____

Title: _____

Date: _____

Dakota County Contract _____
Dakota County BR 25-____

INDEPENDENT SCHOOL DISTRICT 200

School District Board
Resolution number/date: _____

By: _____

Title: _____

Date: _____

EXHIBIT 1 STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

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

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

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

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

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

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

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

EXHIBIT 2 – Service Grid**Dakota County’s Statewide Health Improvement Partnership (SHIP) workplan with Tobacco Free Alliance**

Workplan One: Commercial Tobacco/Vaping Prevention TA		
Time frame	Contractor Activities	Desired Outcome
11/1/25-10/31/26	Technical Assistance: Provide TA as needed on commercial tobacco-related PSE change options, as agreed upon between Dakota County and TFA.	TFA supports DCPH staff as capacity allows when TA requests are made.
11/1/25-10/31/26	Schools TA: Collaborate with DCPH staff to support Dakota County school districts in updating their commercial tobacco-related policies to include non-punitive alternatives to suspension and other best practice measures. This may include, but is not limited to, meeting with school staff to educate about best practices, sharing up-to-date resources and data, and communicating with school staff over email.	Dakota County schools will be better equipped to adopt supportive, non-punitive approaches to address commercial tobacco use, fostering healthier school environments that prioritize student well-being and reduce reliance on suspension.

Workplan Two: Vaping Prevention Efforts at Hastings Middle School		
Time frame	Contractor Activities	Desired Outcome
Fall 2025	Vaping Prevention Education: Train all 8th grade students at Hastings Middle School on TFA’s “Unpacking Myths and Facts about Vaping” workshop.	Students will gain accurate, evidence-based knowledge about vaping, be able to distinguish between common myths and facts, and feel empowered to make informed, health-protective choices while confidently addressing misinformation among their peers.
Winter and spring 2026	Peer-to-Peer Education: - A new cohort of 8th grade Peer Educators will be identified by our Hastings Middle School community partner after the 8th grade students participate in the workshop. - Work with Peer Educators and staff to assess needs, exchange ideas, and co-create the project’s direction, timeline, and activities. Youth leaders will participate in issue identification, goal setting, problem solving, and shared decision-making. - Peer Educators, in collaboration with TFA staff, will plan and deliver interactive prevention workshops for 5th–7th grade students, focusing on vaping and nicotine prevention, health impacts, and positive decision-making skills.	- Peer Educators meet at least monthly with school partner and TFA staff to prepare their workshop presentations and prevention activities. - Dates for tobacco prevention education presentations are confirmed. - Students have conducted at least three prevention education workshops. - Younger students receive relatable, peer-delivered prevention messaging. - Younger students gain knowledge about the risks of vaping and safer decision-making strategies. - Peer Educators strengthen public speaking and facilitation skills. - Stronger youth-adult partnerships that foster trust and shared leadership.

	• Peer educators will evaluate the project through a written survey. • TFA staff will create a report of the survey findings.	• Evaluation is conducted and findings reported.
Winter and spring 2026	Additional PSE Change Activities: Engage students to conduct PSE change activities as identified by the students. Activities may include: • Identifying and completing tobacco prevention activities geared to an audience of their peers (e.g., creating social media posts, in-school events, videos, etc.) • Implementing additional community education activities focusing on commercial tobacco prevention (e.g., youth e-cigarette epidemic, menthol/flavored tobacco harms, culturally appropriate cessation resources) • Supporting family engagement around this topic • Meeting with decision makers, writing letters to the editor, and writing letters of support on ending the sale of flavored tobacco products, smoke-free parks, and other best practice policy opportunities • Participating in statewide youth tobacco prevention initiatives or events as a school group (e.g., attending Minnesota Smoke-Free Generation Day at the Capitol in spring 2026 tbd)	• Students conduct at least one additional prevention activity. • Greater awareness among peers of vaping risks and commercial tobacco harms. • Increased visibility of prevention messaging within the school environment. • Youth voices are elevated in local policy discussions. • Increased public and policymaker awareness of youth perspectives on tobacco control.
Spring and fall 2026	Program Sustainability: Provide training and resources to school staff as needed for sustained peer-to-peer vaping prevention education programming beyond the grant cycle.	• School partners are trained and have resources for sustained vaping prevention education programming.

Contract term: 11/1/2025-10/31/2026



Board of Commissioners

Request for Board Action

Item Number: DC-4899

Agenda #: 9.1

Meeting Date: 10/21/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Reaffirm the base levy to provide ongoing debt service payments for the Dakota County Community Development Agency's (CDA) bond-funded affordable housing developments and approve the 2026 levy increment for the CDA.

SUMMARY

Minnesota Statute §383D.41 authorizes the CDA to levy special benefit taxes at the higher of the rates allowable under Statutes §383D.41, §469.033, and §469.107, with approval by the Dakota County Board (County Board). Of the applicable statutes, the highest rate is in Minnesota Statute §469.033, which states that the current maximum amount the CDA is permitted to levy is .0185 percent of the County Estimated Market Value.

In 1994, the County Board granted the CDA the authority to request levy funds up to the amount permitted by law without subsequent approval from the County (Resolution 94-926). This ongoing authority provides stability for debt service payments required for the outstanding bonds issued to develop CDA-owned and operated affordable senior and workforce housing apartments. Historically, the CDA has sought County Board approval for the levy increment beyond the .0144 percent limit that was in place at the time of Resolution 94-926. The incremental levy is the difference between the maximum permitted by statute (.0185 percent) and the ongoing amount previously authorized by the board (.0144 percent).

For 2026, the CDA is requesting approval of incremental levy authority of .0012 percent. The levy rate is the same as 2025. Approval of this levy request applies only to the levy of taxes payable in 2026, and the levy amount is based on the final pay year 2025 Estimated Market Value in the County. The requested incremental levy authority is projected to provide approximately \$903,864 for CDA-supported programs.

RECOMMENDATION

CDA and County staff recommend reaffirmation of the .0144 percent base levy and approval of the .0012 percent incremental special benefit levy for the Dakota County CDA to address affordable housing needs in Dakota County.

EXPLANATION OF FISCAL/FTE IMPACTS

The requested 2026 incremental levy rate of .0012 percent of Estimated Market Value is expected to generate \$903,864 in revenue for the CDA. If the incremental levy is approved, it will be added to the .0144 percent base levy rate, for a total CDA levy rate of .0156 percent of Estimated Market Value. This total levy is expected to generate \$11,750,233 in revenue for the CDA, of which \$5,600,000 will be used to pay debt service for the CDA bond-funded developments. The 2026 levy funds will be included in the CDA's Fiscal Year End 2027 budget, which runs from July 1, 2026, to June 30, 2027.

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

RESOLUTION

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

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

WHEREAS, there continues to be a substantial gap between the demand for affordable housing and economic development activities in Dakota County and financial resources for such activities, and additional capital for the CDA to support these activities is desired to contribute to a vital, sustainable economy in Dakota County; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reaffirms the Dakota County Community Development Agency's base levy rate of .0144 percent of Estimated Market Value and approves the Community Development Agency's incremental levy

of .0012 percent of Estimated Market Value, for a total Community Development Agency levy rate of .0156 percent of Estimated Market Value for taxes payable in 2026 for the purpose of providing affordable housing and supporting economic development activities in Dakota County through the Community Development Agency's Common Bond Development Program and other Community Development Agency-supported programs.

PREVIOUS BOARD ACTION

94-926; Ongoing CDA levy authorization

ATTACHMENTS

Attachment: 2026 Dakota County CDA Levy Budget

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora

Author: Lisa Alfson

**2026 Special Benefit Tax Levy Budget
Dakota County Community Development Agency**

Program: Housing Development and Enhancement Programs

Objective: To provide quality, affordable housing for low- to moderate-income households and support economic development initiatives in Dakota County.

Budget Detail:

Bond-funded CDA Developments	\$ 5,600,000
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Funds will be used for the payment of debt service on bonds issued for the development of affordable housing by the CDA.

CDA Initiatives	\$ 6,150,233
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Funds will be used in support of CDA initiatives to further the mission of the CDA and budgeted through the CDA's FYE25 budget process.

TOTAL BUDGET REQUEST	\$11,750,233
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Board of Commissioners

Request for Board Action

Item Number: DC-4895

Agenda #: 9.2

Meeting Date: 10/21/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Approval Of Substantial Amendments To 2021 Dakota County HOME Consortium Program

PURPOSE/ACTION REQUESTED

Approve substantial amendments to the 2021 HOME Investment Partnerships (HOME) Program.

SUMMARY

Dakota County receives an annual HOME grant through the U.S. Department of Housing and Urban Development (HUD). The Dakota County Community Development Agency (CDA) administers the HOME Program on behalf of Dakota County and the Dakota County HOME Consortium, which includes the counties of Anoka, Dakota, Ramsey, and Washington, and the City of Woodbury. The HOME Program requires that 15 percent of a jurisdiction's HOME allocation be used for eligible HOME activities by nonprofit organizations that qualify as Community Housing Development Organizations (CHDO). However, federal statute allows a HOME grantee to convert the CHDO funds so they can be used for any eligible project if the funds have not been used for a CHDO project within two years. The CDA has converted Dakota County's 2021 CHDO funds so they can be expended in a timely manner. To align the converted HOME funds with the funding priorities for the Dakota County HOME Consortium, substantial amendments to the 2021 HOME Program are needed.

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

The 2021 funds for Consortium projects that were originally CHDO funds were allocated to Homeowner activities. However, Dakota County, Anoka County, and Ramsey County have greater need for Rental projects utilizing HOME and request substantial amendments to decrease the project budget of the 2021 Homeownership activity by \$254,517 and increase the project budget of the 2021 Rental activity by \$254,517.

The CDA Citizen Participation Plan requires public notification of substantial amendments for the HOME Program. A public notice for the substantial amendments described above was placed in the *Star Tribune* on September 19, 2025, and on the CDA and Dakota County websites. No comments were received.

RECOMMENDATION

Dakota County and CDA staff recommend approval of the substantial amendments to the 2021 Dakota County HOME Consortium Program.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Affidavit of Publication and Public Notice

BOARD GOALS

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

CONTACT

Department Head: Erin Stwora

Author: Emily Anderson and Maggie Dykes

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

 **The Minnesota Star Tribune**
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 09/19/2025	DAKOTA COUNTY COMMUNITY DEV	108597	2397

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$274.40**

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: 09/19/2025

Diane E. Rak Kleszyk



Notary Public

Foreclosures

WELLS FARGO BANK, N.A.
Mortgagee
TROT T LAW, P.C.
By: /s/
N. Kibongni Fondungallah, Esq.
Samuel R. Coleman, Esq.
Alexa Marsh, Esq.
Attorneys for Mortgagee
25 Dale Street North
St. Paul, MN 55102
(651) 209-9760
(651) 209-9760
(25-0499-FC01)
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
8/15, 8/22, 8/29, 9/5, 9/12, 9/19/25 Star Tribune

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.
NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage: DATE OF MORTGAGE: October 15, 2010
MORTGAGOR: Lency Clairmont, an unmarried man
MORTGAGEE: Fifth Third Mortgage Company.
DATE AND PLACE OF RECORDING: Recorded October 21, 2010 Anoka County Recorder, Document No. 2018262.017.
ASSIGNMENTS OF MORTGAGE: Assigned to: Select Portfolio Servicing, Inc.. Dated February 26, 2025 Recorded March 28, 2025, as Document No. 2434582.001. And thereafter assigned to: U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCAF Acquisition Trust. Dated July 14, 2025 Recorded July 18, 2025, as Document No. 2443699.001.
TRANSACTION AGENT: NONE
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: NONE
LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Fifth Third Mortgage Company
RESIDENTIAL MORTGAGE SERVICER: Selene Finance LP
MORTGAGED PROPERTY ADDRESS: 4725 Lexington Avenue Northeast, Henn Lake, MN 55304
TAX PARCEL I.D. #: 01-32-23-43-0013
LEGAL DESCRIPTION OF PROPERTY: That part of the SW 1/4 of the SE 1/4 of Section 1, Township 32 N, Range 23 W, Anoka County Minnesota described as follows: Commencing at the Southeast corner of said SW 1/4 of SE 1/4 thence West along the South line of said Section 1 for 299 feet to the point of beginning, thence West along said South line 211 feet, thence deflecting 90 degrees right, 330 feet, thence deflecting 90 degrees right, 330 feet, thence deflecting 90 degrees right, 330 feet to the point of beginning and there terminating, according to the United States Government Survey thereof and situate in Anoka County, Minnesota
COUNTRY IN WHICH PROPERTY IS LOCATED: Anoka
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$199,800.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$199,469.59
That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;
PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: October 21, 2025 at 10:00 AM
PLACE OF SALE: Anoka County Sheriff's Office, 13301 Hanson Boulevard NW, Andover, MN
to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07.
TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on April 21, 2026, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None
"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."
Dated: August 20, 2025
U.S. Bank Trust National Association, as Trustee
Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, P.L.L.P.
Attorneys for Mortgagee/Assignee of Mortgagee
4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888
107 - 24-00720 FC
IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
Document version 1.2 July 20, 2021 8/29, 9/5, 9/12, 9/19, 9/26, 10/3/2025 Star Tribune

Foreclosures

LEGAL DESCRIPTION OF PROPERTY: Lot 1, Block 3, Garden Acres This is Abstract Property.
TAX PARCEL NO.: 32-119-21-23-0025
ADDRESS OF PROPERTY: 7701 Iris Dr N
Brooklyn Park, MN 55428
COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$148,640.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$142,203.72
That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part;
PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: October 6, 2025, 10:00 AM
PLACE OF SALE: Hennepin County Sheriff's Office, Civil Unit, 350 South Fifth Street, Room 190, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property is not redeemed under Minnesota Statutes section 580.23 is April 6, 2026 at 11:59 p.m.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
Dated: August 6, 2025
Freedom Mortgage Corporation, Assignee of Mortgagee
By: HALLIDAY, WATKINS & MANN, P.C.
Attorneys for: Freedom Mortgage Corporation, Assignee of Mortgagee
1333 Northland Drive, Suite 205 Mendota Heights, MN 55120 801-355-2886
651-228-1753 (fax)
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
MN24663.
8/15, 8/22, 8/29, 9/5, 9/12, 9/19/25 Star Tribune

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. NOTICE IS HEREBY GIVEN: That default has occurred in the conditions of the following described mortgage: DATE OF MORTGAGE: August 20, 2004 ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$142,100.00 MORTGAGOR(S): Holly A. Carpenter, a single person MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as nominee for First Republic Mortgage Corporation DATE AND PLACE OF FILING: Recorded on September 15, 2004 as Document Number 8438050 in the Office of the County Recorder of Hennepin County, Minnesota. ASSIGNMENTS OF MORTGAGE: Assigned to: Mortgage Electronic Registration Systems, Inc., as nominee for One Savings Bank, by assignment recorded on September 15, 2004 as Document Number 8438051 in the Office of the County Recorder of Hennepin County, Minnesota; thereafter assigned to Nationstar Mortgage LLC by assignment recorded on January 28, 2025 as Document Number 11345267 in the Office of the County Recorder of Hennepin County, Minnesota.
LEGAL DESCRIPTION OF PROPERTY: Lot 12, Block 7, Brook Oaks 2nd, Hennepin County, Minnesota.
STREET ADDRESS OF PROPERTY: 8818 MONTEGUE TERR N, BROOKLYN PARK, MN 55443
COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin County, Minnesota.
THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$65,203.26
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc. NAME OF MORTGAGE ORIGINATOR: First Republic Mortgage Corporation
RESIDENTIAL SERVICER: Nationstar Mortgage LLC
TAX PARCEL IDENTIFICATION NUMBER: 14-119-21-42-0087
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER: 100162500017480006
That no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.
PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: November 24, 2025 at 10:00 AM
PLACE OF SALE: Hennepin County Sheriff's Office, Room 190, Old Courthouse, 350 South Fifth St., Minneapolis, MN 55415, to pay the debt then secured by said mortgage and taxes, if any actually paid by the mortgagee, on the premises and the costs and disbursements allowed by law. The time allowed by law for redemption by said mortgagor(s), their personal representatives or assigns is twelve (12) months from the date of sale.
TIME AND DATE TO VACATE PROPERTY: Unless said mortgage is reinstated or the property is redeemed, or unless the time for redemption is reduced by judicial order, you must vacate the premises by 11:59 p.m. on November 24, 2026.
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None
Dated: September 15, 2021
Recorded: February 19, 2021
Hennepin County Recorder
Document No. 10918490
Assigned To: Freedom Mortgage Corporation
Dated: February 19, 2021
Recorded: February 19, 2021
Hennepin County Recorder
Document No. 10918490
Transaction Agent: Mortgage Electronic Registration Systems, Inc.
Transaction Agent Mortgage Identification Number: 1000730-0096372396-0
Lender or Broker: Freedom Mortgage Corporation
Residential Mortgage Servicer: Freedom Mortgage Corporation
Mortgage Originator: Freedom Mortgage Corporation

Foreclosures

9760 (24-1587-FC02) THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
9/19, 9/26, 10/3, 10/10, 10/17, 10/24/25 Star Tribune

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.
Notice is hereby given that default has occurred in conditions of the following described mortgage: DATE OF MORTGAGE: May 15, 2024
MORTGAGOR: Arlyn V. Downs, a single person
MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ABOR BANK
DATE AND PLACE OF RECORDING: Recorded: May 28, 2024
Dakota County Registrar of Titles Document #: 883381
ASSIGNMENTS OF MORTGAGE: Said mortgage was assigned to VILLAGE CAPITAL & INVESTMENT LLC on December 30, 2024 and said assignment was recorded on January 10, 2025 and given document number 890064.
LEGAL DESCRIPTION OF PROPERTY: URBAN NO. 146, C1C NO. 323, VERMILION GROVE CONDOMINIUMS, A CONDOMINIUM, LOCATED IN DAKOTA COUNTY, MINNESOTA
The Torrens Certificate No. is 184441
PARCEL ID #: 14-82501-08-146
PROPERTY ADDRESS: 19632 Meadowlark Way, #146, Farmington, Minnesota 55024
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.
TRANSACTION AGENT ID NO.: 1005186-000010037-0
LENDER OR BROKER: ABOR BANK
RESIDENTIAL MORTGAGE ORIGINATOR: N/A
CURRENT MORTGAGE SERVICER: Village Capital & Investment, LLC
COUNTY IN WHICH PROPERTY IS LOCATED: Dakota
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$170,940.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY PAID BY MORTGAGEE: \$176,238.62
That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no Mortgagors have been released from financial obligation on said Mortgage; that no action or proceeding has been instituted by law to recover that debt secured by said Mortgage, or any part thereof; that all conditions precedent to foreclosure of the Mortgage and acceleration of the debt secures thereby have been fulfilled;
PURSUANT to the power of sale therein contained, said Mortgage will be foreclosed and the above-described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: October 9, 2025 at 10:00 am
PLACE OF SALE: Dakota County Law Enforcement Center, Lobby 5-100, 1580 Highway 55, Hastings, MN 55033 to pay the debt the debt then secured by the Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law, subject to redemption within six (6) months from the date of sale by the mortgagor, their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 of the property redeemed under Minnesota Statutes sections 580.23 is April 9, 2026 at 11:59 p.m. If the foregoing date is Saturday, Sunday, or a legal holiday, then the date to vacate is the next business day at 11:59 p.m.
MORTGAGOR RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Dated: August 15, 2025
VILLAGE CAPITAL & INVESTMENT LLC
Mortgagee
Kenneth J. Johnson
Minnesota State Bar No. 0246074
Johnson, Blumberg & Associates, LLC
Attorney for Mortgagee
30 N. LaSalle Street, Suite 3650 Chicago, IL 60602
Phone 312-541-9710
Fax 312-541-9711
8/15, 8/22, 8/29, 9/5, 9/12, 9/19/25 Star Tribune

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.
NOTICE IS HEREBY GIVEN: That default has occurred in the conditions of the following described mortgage: DATE OF MORTGAGE: May 24, 2007
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$452,826.24
MORTGAGOR(S): Tony M. Romero and Virginia F. Romero, husband and wife
MORTGAGEE: Beneficial Loan and Thrift Co.
DATE AND PLACE OF FILING: Recorded on August 7, 2007 and memorialized upon Certificate of Title No. 136727 as Document Number 615249 in the Office of the County Registrar of Titles of Dakota County, Minnesota.
ASSIGNMENTS OF MORTGAGE: Assigned to: MTGLQ Investors, L.P. by assignment recorded on July 14, 2017 as Document Number 779806 in the Office of the County Registrar of Titles of Dakota County, Minnesota; thereafter assigned to U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for REO Trust 2017-RPL1 by assignment recorded on August 12, 2025 as Document Number 895975 in the Office of the County Registrar of Titles of Dakota County, Minnesota.
LEGAL DESCRIPTION OF PROPERTY: Lot 10, Block 4, Evermoor Glendalough, Dakota County, Minnesota.
REGISTERED PROPERTY
STREET ADDRESS OF PROPERTY: 13494 CROMPTON CT, ROSEMOUNT, MN 55068
COUNTY IN WHICH PROPERTY IS LOCATED: Dakota County,

Foreclosures

Minnesota.
THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$236,804.37
TRANSACTION AGENT: None
NAME OF MORTGAGE ORIGINATOR: Beneficial Loan and Thrift Co.
RESIDENTIAL SERVICER: Nationstar Mortgage LLC
TAX PARCEL IDENTIFICATION NUMBER: 34-25140-04-100
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER: None
That no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.
PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: October 22, 2025 at 10:00 AM.
PLACE OF SALE: Dakota County Sheriff's Office, Law Enforcement Center, 1580 Highway 55, Hastings, MN 55033.
to pay the debt then secured by said mortgage and taxes, if any actually paid by the mortgagee, on the premises and the costs and disbursements allowed by law. The time allowed by law for redemption by said mortgagor(s), their personal representatives or assigns is twelve (12) months from the date of sale.
TIME AND DATE TO VACATE PROPERTY: Unless said mortgage is reinstated or the property redeemed, or unless the time for redemption is reduced by judicial order, you must vacate the premises by 11:59 p.m. on October 22, 2026.
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None
Dated: August 26, 2025
U.S. Bank Trust National Association, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR REO TRUST 2017-RPL1
Mortgagee
TROT T LAW, P.C.
By: /s/
N. Kibongni Fondungallah, Esq.
Samuel R. Coleman, Esq.
Alexa Marsh, Esq.
Attorneys for Mortgagee
25 Dale Street North
St. Paul, MN 55102
(651) 209-9760
(651) 209-9760
(25-0499-FC02)
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
8/29, 9/5, 9/12, 9/19, 9/26, 10/3/25 Star Tribune

NOTICE OF SHERIFF'S SALE UNDER JUDGMENT AND DECREE (Real Property)

STATE OF MINNESOTA
COUNTY OF DAKOTA
DISTRICT COURT
FIRST JUDICIAL DISTRICT
Case Type: Other Civil/
Mortgage Foreclosure
Case No. 19HA-CV-24-5228
U.S. Bank National Association, Plaintiff, vs. Jose L. Castro; Carina Castro Salas; Secretary of Housing and Urban Development; loanDepot.com; John Doe and Mary Roe, Defendants.
Notice is hereby given, that under and by virtue of a Judgment and Decree entered in the above entitled action on July 21, 2025, a certified copy of which has been delivered to me directing the sale of the premises, hereinafter described, to satisfy the amount found and adjudged due said Plaintiff in the above entitled action, as prescribed in the Judgment, the undersigned Sheriff of Dakota County will sell at public auction, to the highest bidder, for cash, on October 28, 2025, at 10:00 a.m., at the Sheriff's main office, Sheriff's Office, Law Enforcement Center, 1580 Hwy 55, Lobby #5-100, Hastings, MN, in said County and State, the premises and real estate described in said Judgment and Decree, to-wit:
All that tract(s) of parcel(s) of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:
Lot Five (5) in Block Seven (7) of Lorraine Park Addition, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota.
Address: 716 5th Avenue South, South Saint Paul, MN 55075
Parcel ID: 36-4600-07-050
"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."
Dated this 28th day of August, 2025
Joe Leko, Sheriff
Dakota County, Minnesota
By: /s/ Sergeant Brittany Carstensen
LIEBO, WEINGARDEN, DOBIE & BARBEE PLLP
Adam Soczynski
Plaintiff's Attorney
4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888
19-23-006169 FC
This is an attempt to collect a debt and any information obtained will be used for that purpose.
8/29, 9/12, 9/19, 9/26, 10/3, 10/10 Star Tribune

STATE OF MINNESOTA DISTRICT COURT COUNTY OF DAKOTA FIRST JUDICIAL DISTRICT Case Type 14 - Other Civil Mortgage Foreclosure By Action Court File No. 19HA-CV-25-4755 SUMMONS

Sun West Mortgage Company Inc., Plaintiff, vs. Beau Birkeland, 329 2nd Ave So LLC, United States of America, acting by and through Secretary of Housing and Urban Development, and all other persons unknown claiming any right, title, estate, interest or lien in the real estate described in the complaint herein, John Doe, Mary Roe, Defendant(s).
THIS SUMMONS IS BEING DIRECTED TO: The above named Defendant(s)
1. YOU ARE BEING SUED. The Plaintiff has started a lawsuit against you. The Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that start a lawsuit and affect your legal rights, even if nothing has been filed with the court and even if there is no court file number on this Summons.
2. YOU MUST BOTH REPLY, IN WRITING, AND GET A COPY OF YOUR REPLY TO THE PERSON/BUSINESS WHO IS SUING YOU WITHIN 21 DAYS TO PROTECT YOUR RIGHTS OR 60

Foreclosures

DAYS IF YOU ARE THE United States of America. Your reply is called an Answer. Getting your reply to the Plaintiff is called service. You must serve a copy of your Answer or Answer and Counterclaim (Answer) within 21 days from the date you received the Summons and Complaint, OR 60 DAYS IF YOU ARE THE United States of America.
ANSWER: You can find the Answer form and instructions on the MN Judicial Branch website at www.mncourts.gov/forms under the "Civil" category. The instructions will explain in detail how to fill out the Answer form.
3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you think the Plaintiff should not be given everything they asked for in the Complaint, you must say that in your Answer.
4. SERVICE: You may lose your case if you do not send a written response to the Plaintiff. If you do not serve a written Answer within 21 days, OR 60 days if you are the United States of America, you may lose this case by default. You will not get to tell your side of the story. If you choose not to respond, the Plaintiff may be awarded everything they asked for in their Complaint. If you agree with the claims stated in the Complaint, you don't need to respond. A default judgment can then be entered against you for what the Plaintiff asked for in the Complaint.
To protect your rights, you must serve a copy of your Answer on the person who signed this Summons in person or by mail at this address:
Michael V. Schleisman
Halliday, Watkins & Mann, P.C.
1333 Northland Drive, Suite 205 Mendota Heights, MN 55120
Telephone: 801-355-2886
Attorney for Plaintiff
5. LEGAL ASSISTANCE. You may wish to get legal help from an attorney. If you do not have an attorney, you would like legal help:
• Visit www.mncourts.gov/selfhelp and click on the "Legal Advice Clinics" tab to get more information about legal clinics in each Minnesota county.
• Court Administration may have information about places where you can get legal assistance.
NOTE: Even if you cannot get legal help, you must still serve a written Answer to protect your rights or you may lose the case.
6. ALTERNATIVE DISPUTE RESOLUTION (ADR). The parties may agree to or be ordered to participate in an ADR process under Rule 114 of the Minnesota Rules of Practice. You must still serve your written Answer, even if you expect to use ADR.
7. THIS LAWSUIT MAY AFFECT OR BRING INTO QUESTION TITLE TO REAL PROPERTY located in Dakota County, State of Minnesota, located at 901 9th Ave S, South Saint Paul, MN 55075, and legally described as follows:
All of Lot One (1) and North 10.2 feet of Lot Two (2), Block One (1) of M. D. Miller's Spring Park Addition to South St. Paul, Dakota County, Minnesota
This action is in the nature of a Judicial Foreclosure.
HALLIDAY, WATKINS & MANN, P.C.
Date: July 21, 2025 /s/ Michael V. Schleisman
Michael V. Schleisman
Attorney ID # 0394992
Connie Egge
Attorney ID # 0400484
michael@hwmllawfirm.com
1333 Northland Drive, Suite 205 Mendota Heights, MN 55120
801-355-2886
Attorney for Plaintiff
9/12, 9/19, 9/26/25 Star Tribune

STATE OF MINNESOTA DISTRICT COURT COUNTY OF HENNEPIN FOURTH JUDICIAL DISTRICT Case Type: Other Civil/ Mortgage Foreclosure Court File No. 27-CV-24-14173 NOTICE OF SHERIFF'S SALE UNDER JUDGMENT AND DECREE (Real Property)

Lakeview Loan Servicing, LLC, Plaintiff, vs. Susan Callinan; Secretary of Housing and Urban Development; Accounts Receivable Services, LLC; Affinity Plus Federal Credit Union; Discover Bank; State of Minnesota; John Doe and Mary Roe, Defendants.
Notice is hereby given, that under and by virtue of a Judgment and Decree entered in the above entitled action on June 30, 2025, a certified copy of which has been delivered to me directing the sale of the premises, hereinafter described, to satisfy the amount found and adjudged due said Plaintiff in the above entitled action, as prescribed in the Judgment, the undersigned Sheriff of Hennepin County will sell at public auction, to the highest bidder, for cash, on October 15, 2025, at 10:00 a.m., at the Sheriff's main office, Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN, in said County and State, the premises and real estate described in said Judgment and Decree, to-wit:
All that tract(s) of parcel(s) of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to-wit:
Lot 7, Block 4, Cedarcrest Second, Hennepin County, MN
Address: 7011 West 23rd Street, Saint Louis Park, MN 55426
Parcel ID: 08.117.21.13.0061
"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."
Dated this 19th day of August, 2025
Dawanna S. Witt, Sheriff, Hennepin County, Minnesota
By: /s/ Sgt. C. Salminen #43 LIEBO, WEINGARDEN, DOBIE & BARBEE PLLP
Kevin T. Doble
Plaintiff's Attorney
4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888
37-24-005285 FC
This is an attempt to collect a debt and any information obtained will be used for that purpose.
8/22, 8/29, 9/5, 9/12, 9/19, 9/26/25 Star Tribune

General Legal Notices

General Legal Notices

torial/Clutter Removal & Support; Mechanical/ HVAC; Mold and Moisture Remediation; Pest/ Animal Control; Plumbing; Roofing.
Contractors must be fully licensed and insured. CAPRW encourages all minority, veteran, and women-owned business enterprises to apply. The Call for Contractors will remain open to the public so long as work is needed. For more details and a list of onboarding requirements, email Seth Johnson at sjohnson@caprw.org.

CALL FOR CONTRACTORS

Community Action Partnership of Ramsey and Washington Counties, specifically the Energy Conservation Department, is soliciting a Call for Contractors. We are seeking Commercial and Residential Contractors in the following areas to partner with us to weatherize the homes of income-eligible clients in Ramsey, Washington, and Anoka counties: Appliance Sales, Delivery, and Install; Asbestos Abatement; Wiring/ Electrical; Lighting Design and Installation; General Structure/Clutter Removal & Support; Mechanical/ HVAC; Mold and Moisture Remediation; Pest/ Animal Control; Plumbing; Roofing.
Contractors must be fully licensed and insured. CAPRW encourages all minority, veteran, and women-owned business enterprises to apply. The Call for Contractors will remain open to the public so long as work is needed. For more details and a list of onboarding requirements, email Seth Johnson at sjohnson@caprw.org.

PUBLIC NOTICE

Dakota County Community Development Agency
September 19, 2025
A 30-day notice is hereby given of an opportunity for public comment on proposed substantial amendments to the 2021 Dakota County HOME Investment Partnerships (HOME) Program. The Dakota County Community Development Agency (CDA), as lead of the Dakota County HOME Consortium, is proposing the following substantial amendments:
1. Decrease the project budget for the 2021 Homeownership activity by \$254,517 and increase the budget project of the 2021 Rental activity by \$254,517.
Please submit written and/or oral comments to the CDA to the attention of Emily Anderson, Community Development Coordinator, Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123. Telephone: 651-675-4468, Fax: 651-287-8027, MN Relay Service: 1-800-627-3529.
This information is also available on the Dakota County and CDA websites at co.dakota.mn.us and www.dakotacda.org. The Dakota County CDA will accept comments now through October 20, 2025. Upon request, this amendment will be available in an alternative format by contacting the Dakota County CDA. Approval of the amendment, subject to consideration of public comments, will be on the agenda of the Dakota County Board of Commissioners meeting to be held at the Dakota County Government Center, Administration Center, Boardroom (third floor), 1590 Highway 55, Hastings, MN 55033 on October 21, 2025 at 9:00 a.m.
9/19/25 Star Tribune

PUBLIC NOTICE

The Minnesota Zoo will be turning on its lake aerators for the winter to keep the ice open for growing mussels. Visit us to learn more about freshwater mussel restoration!

Probates

NOTICE TO CREDITORS

Notice is hereby given that on February 22nd 2025, Letters of Barry L. Lussier were issued in respect to the Estate of Jean Elizabeth Smith(Sargent) by the Fourth Judicial District in Hennepin, Minnesota.
The deceased was a resident of Minneapolis, Minnesota at the time of death. 02/22/2025
All persons, resident and non-resident, having claims against the Estate are hereby notified that they must present their claims to the undersigned Fourth Judicial District Court Hennepin County, State of Minnesota within the time and in the manner prescribed by law, or their claims will be forever barred. Claims must be filed with the Clerk of the DISTRICT COURT-FOURTH JUDICIAL DISTRICT PROBATE/MENTAL HEALTH DIVISION at Hennepin County Human Services 300 south 6th Street, C4 Govt. Ctr. Minneapolis, Minnesota 55487-0340 and a Copy sent to Personal Representative (self) Barry Lee Lussier 4828 5th Ave South Minneapolis Minnesota 55419 By October,15th 2025.
Court Case Number:
27-PA-PR-25-710
Dated this 9th day of September, 2025.

A good buy to say good-bye.

The best place to buy, find or sell virtually anything is the Star Tribune Classifieds. It's the #1 source of information for autos, homes, jobs, household merchandise, pets, services and so much more.

To place an ad, call 612.673.7000, fax 612.673.4884 or go to startribune.com/placeads.



Board of Commissioners

Request for Board Action

Item Number: DC-4985

Agenda #: 9.3

Meeting Date: 10/21/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize staff to submit a funding request to the State Park Road Account (SPRA) program for paving Pine Bend Trail between Fahey Avenue and Fischer Avenue.

SUMMARY

The Minnesota Department of Natural Resources SPRA provides financial assistance to local governments for improving access to public recreation facilities, including public lakes and rivers. Two previous park paving projects have received this funding: Whitetail Woods Regional Park entrance and Cedar/Nichols access to the Minnesota River Greenway.

Lower Spring Lake Park Reserve is currently accessed only by gravel roads. The completion of the Mississippi River Greenway, reintroduction of Bison, and planned supporting facilities will increase traffic to the park and expectations for paved access. Staff is proposing a phased approach to complete paved access to the park and the Mississippi River (Attachment: Map).

Phase 1: Pave Pine Bend Trail east of Fahey Avenue to the Fischer Avenue entrance into the park. When combined with the Fischer Avenue Trailhead and River Access improvements, this will complete paved access from Fahey Avenue into the new trailhead and to a new non-motorized boat launch.

Phase 2: Pave Fahey Avenue from Pine Bend Trail north to the Archery Trailhead and the Spring Lake Park Reserve Retreat Center entrance and parking lot.

Phase 3: Pave Fahey Avenue from Trunk Highway 55 to Pine Bend Road. This segment requires more extensive design and coordination with the Minnesota Department of Transportation and City of Rosemount. A future project would complete a paved surface access.

Phases 2 and 3 would likely qualify for additional SPRA program dollars in future funding years.

The Dakota County Board of Commissioners authorized a 2025 SPRA grant proposal for Phases 1 and 2, with a request for \$750,000, which was unsuccessful. A reduced scope is believed to make the application more competitive. The proposed 2026 SPRA funding request would be for Phase 1 improvements only. The Phase 1 cost estimate is \$647,642, including project delivery costs. Dakota

County would request \$350,000 from the SPRA program, with matching funds totaling \$297,642.

RECOMMENDATION

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

EXPLANATION OF FISCAL/FTE IMPACTS

This resolution would authorize the County to submit a request to the SPRA for \$350,000 in funding. The Phase 1 project is included in the County Manager's Recommended 2026 - 2030 Capital Improvement Program and programmed in project year 2027. The match is included in the Draft 2026-2030 Parks Capital Improvement Program, with the County's matching funds being paid for with \$164,805 of Transportation Advancement Account (TAA) revenues and \$132,837 of Transportation Sales Tax (SUT) revenues.

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

RESOLUTION

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

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

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

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

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

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

WHEREAS, project submittals are due November 1, 2025.

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

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

PREVIOUS BOARD ACTION

24-533; 10/29/24

ATTACHMENTS

Attachment: Map

BOARD GOALS

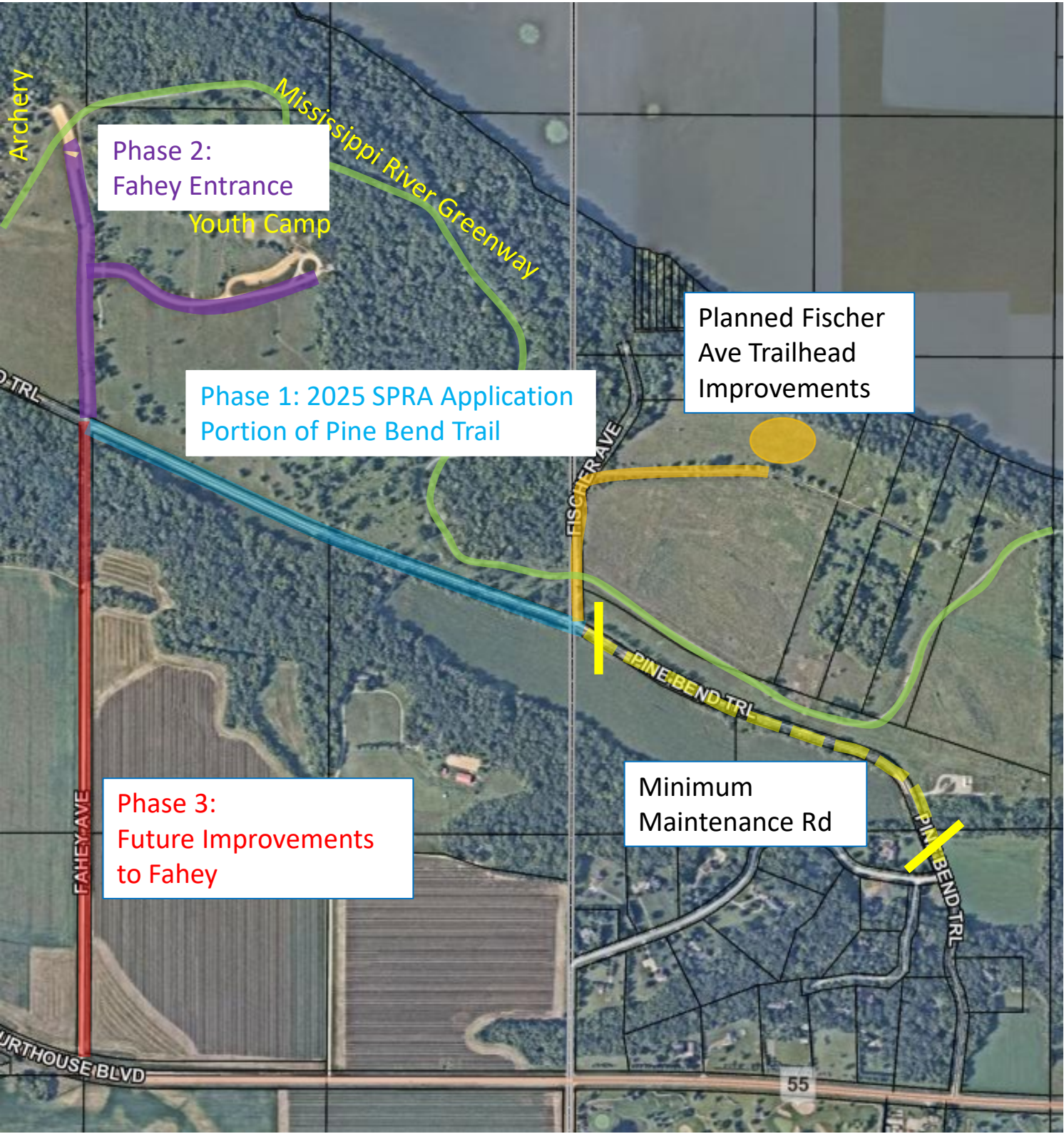
- | | |
|---|---|
| ☒ A Great Place to Live | ☐ A Healthy Environment |
| ☐ A Successful Place for Business and Jobs | ☐ Excellence in Public Service |

CONTACT

Department Head: Niki Geisler

Author: John Mertens

West – Spring Lake Regional Park Reserve – Phased Access Improvements





Board of Commissioners

Request for Board Action

Item Number: DC-4863

Agenda #: 9.4

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Final Plats Recommended By Plat Commission

PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

SUMMARY

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County's access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review (Attachments: Meeting Notes and Location Map).

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 plat:

SPIRIT OF BRANTJEN FARM COMMERCIAL 7TH ADDITION

Lakeville

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Map

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY
September 24, 2025

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Scott Peters, Jake Chapek, and Tyler Krage. Others present: Todd Bentley

Plat Name:	SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION
PID:	227132000013
City:	Lakeville
County Road:	CSAH 46 (160 th St. W.)
Current ADT (2021):	21,100
Projected ADT (2040):	34,000
Current Type:	6-lane, divided
Proposed Type:	6-lane, divided
R/W Guideline:	100 ft ½ ROW
Spacing Guideline:	½ mi full access
Posted Speed Limit:	55 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	NW ¼ , Sec. 1-114-20
In attendance (09/24/25):	Zach Johnson (city); Jonathan Nelson (city)

REVIEW 09/24/25:

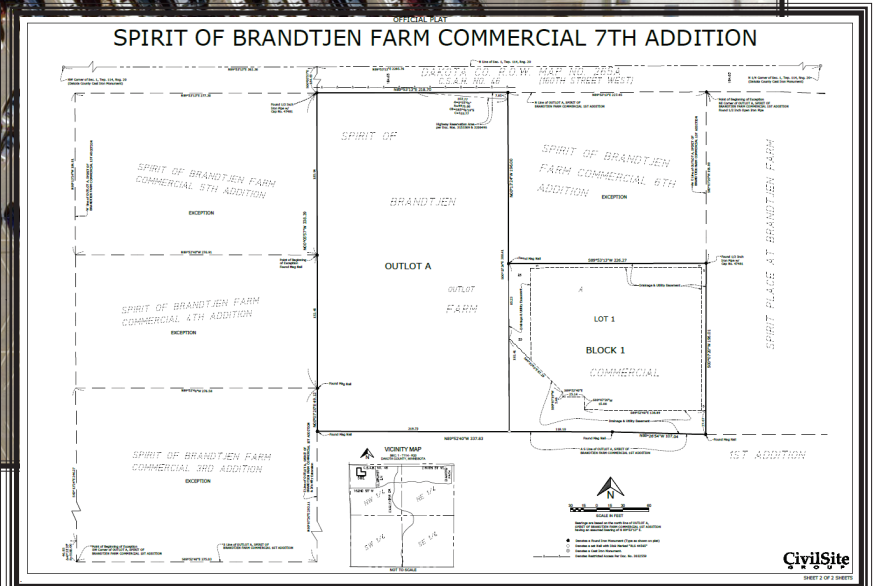
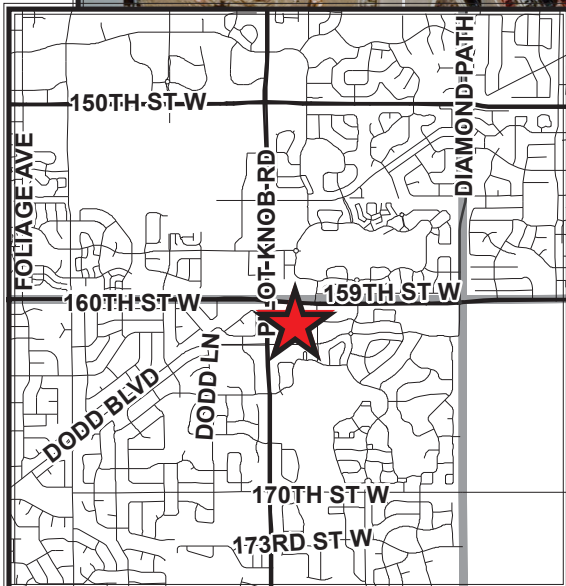
The replat of Outlot A, SPIRIT OF BRANDTJEN FARM COMMERCIAL is designated for commercial development. Restricted access is shown along CSAH 46. Projected traffic volumes are not expected to affect future highway infrastructure needs. Internal road system is established.

RECOMMENDATION 09/24/25:

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

SPRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION

Prepared by Dakota County Physical Development Division





Board of Commissioners

Request for Board Action

Item Number: DC-4929

Agenda #: 9.5

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Schedule a public hearing pursuant to Minn. Stat. § 297A.993 to receive comments on the proposed list of eligible projects for County Transportation Sales and Use Tax funds.

SUMMARY

To provide a safe and efficient multi-modal transportation system, Dakota County identifies priority transportation projects needed to improve safety and mobility. The Transportation Sales and Use Tax, authorized by Minn. Stat. § 297A.993 (The Act), enables counties to levy up to one-half of one percent sales and use tax and an excise tax of \$20 per motor vehicle to fund statutorily defined transportation and transit projects (Attachment: Stat. § 297A.993). The transportation or transit projects or improvements must be designated by the County Board following a public hearing.

Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project. The Act allows the taxes to be used on more than one project or improvement. The County Board may dedicate the proceeds of the Transportation Sales and Use Tax to a new project by resolution after a public hearing.

Dakota County enacted a quarter-cent sales tax and \$20 excise tax on new vehicle sales starting October 1, 2017, by Resolution No.17-364 (June 20, 2017). The funds generated by the Transportation Sales and Use Tax have been identified to be used for a list of transportation projects, including transit, regional County highways, regional trails, and trunk highways. The County proposes updating the list of projects eligible for Transportation Sales and Use Tax funds to represent projected future transportation system needs identified in the 2040 Transportation Plan.

The proposed revisions generally include:

- Eliminating projects that have since been completed.
- Updating total project cost estimates and descriptions where new information is available.
- Adding highway and regional trail projects that were identified as needs in development of the Draft 2026-2030 County Manager's Recommended Budget and Capital Improvement Program (CIP).

The public hearing will be advertised in the Dakota County Tribune for at least 10 days prior to the hearing. The proposed list of projects (Attachment: Draft Project List) will be posted on the Dakota County website for review.

RECOMMENDATION

Staff recommends that the County Board schedule a public hearing at their meeting on December 2, 2025, at 9:00 AM to receive comments and adopt an updated list of eligible projects for County Transportation Sales and Use Tax Funds.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

WHEREAS, Dakota County has identified a proposed updated list of transportation projects eligible for Transportation Sales and Use Tax funds consistent with the needs identified in the Draft 2040 Transportation Plan; and

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

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

PREVIOUS BOARD ACTION

17-364; 6/20/17

ATTACHMENTS

Attachment: Minn. Stat. § 297A.993

Attachment: Draft Project List

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Jake Chapek

297A.993 COUNTY TRANSPORTATION SALES AND USE TAX.

Subdivision 1. **Authorization; rates.** Notwithstanding section 297A.99, subdivisions 1, 2, 3, 5, and 13, or 477A.016, or any other law, the board of a county, or more than one county acting under a joint powers agreement, may by resolution of the county board, or each of the county boards, following a public hearing impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.

Subd. 2. **Allocation; termination.** The proceeds of the taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program under section 174.40; (4) payment of transit operating costs; or (5) payment of the capital cost of constructing buildings and other facilities for maintaining transportation or transit projects or improvements. The transportation or transit project or improvement must be designated by the board of the county, or more than one county acting under a joint powers agreement. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project. Nothing in this subdivision prohibits the exclusive dedication of the proceeds of the taxes to payments for more than one project or improvement. After a public hearing a county may, by resolution, dedicate the proceeds of the tax for a new enumerated project.

Subd. 2a. **Uses reporting.** By February 15 of each even-numbered year, a metropolitan county, as defined in section 473.121, subdivision 4, that imposes the taxes under this section must submit a report to the legislative committees with jurisdiction over transportation policy and finance. At a minimum, the report must include:

- (1) actual transportation sales tax collections by the county over the previous five calendar years;
- (2) an estimation of the total sales tax revenue that is estimated to be collected by the county in the current year and for the next ten calendar years; and
- (3) for each of the previous five calendar years, the current calendar year, and for the next ten calendar years:
 - (i) the amount of sales tax revenue expended or proposed to be expended for each of the following:
 - (A) planning, construction, operation, or maintenance of guideways, as defined in section 473.4485, subdivision 1, paragraph (d);
 - (B) nonguideway transit and active transportation uses;
 - (C) highway uses; and
 - (D) uses not otherwise specified in subitems (A) to (C); and
 - (ii) an estimated balance of unspent or undesignated county sales tax revenue.

Subd. 3. **Administration, collection, enforcement.** The administration, collection, and enforcement provisions in section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

Subd. 4. **Bonds.** (a) A county may, by resolution, authorize, issue, and sell its bonds, notes, or other obligations for the purposes specified in subdivision 2. The county may also, by resolution, issue bonds to refund the bonds issued pursuant to this subdivision.

(b) The bonds may be limited obligations, payable solely from or secured by taxes levied under this section, and the county may also pledge its full faith, credit, and taxing power as additional security for the bonds. A regional railroad authority within the county may also pledge its taxing powers as additional security for the bonds.

(c) A county may issue and sell bonds in one or more series and without an election. The county may determine how the bonds shall be secured; how the bonds will bear interest, and the rate or rates, or variable rate; the rank or priority; how the bonds will be executed and be payable, and how they will mature; and how the bonds will be subject to any defaults, redemptions, repurchases, tender options, or other terms. The county may also determine how the bonds shall be sold.

(d) The county may enter into and perform all contracts deemed necessary or desirable by it to issue and secure the bonds, including an indenture of trust with a trustee located within or outside of the state.

(e) Before issuing bonds qualifying under this section, the county must publish a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter. The notice must be published in the official newspaper of the county or in a newspaper of general circulation in the county. The notice must be published at least 14, but not more than 28, days before the date of the hearing.

(f) Any project financed with bonds issued under this section must be included in a capital improvement plan as defined in section 373.40, subdivision 3. For purposes of this paragraph, "project" means any project described in subdivision 2, notwithstanding section 373.40, subdivision 1, paragraph (b).

(g) Except as otherwise provided in this subdivision, the bonds must be issued and sold in the manner provided under chapter 475.

History: 2008 c 152 art 4 s 3; 2009 c 88 art 8 s 4; 2013 c 117 art 3 s 25,26; 1Sp2019 c 6 art 8 s 4-6; 1Sp2021 c 14 art 10 s 1; 2023 c 68 art 4 s 79

Dakota County Transportation Sales and Use Tax

The Dakota County Transportation Sales and Use Tax (Sales and Use Tax) fund provides investments in regional and multi-modal transportation projects as part of the broader county transportation system. The funds are collected through a quarter-cent sales tax and \$20 excise tax on new vehicle sales authorized under Minn. Stat. §297A.993. The Sales and Use Tax was enacted by the Dakota County Board of Commissioners on October 1, 2017.

Dakota County designated the use of the Sales and Use Tax for regional multi-modal transportation projects. These types of projects have been defined by the County as those that meet the following criteria:

- Regional transitway capital and operating costs
- County Highway projects
 - Principal Arterials
 - Highways with greater than one-half mile access spacing
 - 10-ton highway replacement and modernization, and expansion projects
 - 4-lane County Highways on new alignment
 - County State Aid Highways
 - County Roadways
- Trunk Highway projects
- Transit service expansion capital and operating costs
- Regional trail and greenway projects
- Capital cost of constructing buildings for maintaining transportation/transit projects or improvements

DRAFT Eligible Projects for Transportation Sales and Use Tax Funds: 2026-2035

TRANSPORTATION MAINTENANCE FACILITIES

Project Description	Total Est. Project Cost
1. Empire Maintenance Facility	\$26,300,000

COUNTY HIGHWAY PROJECTS

Project Description	Total Est. Project Cost
2. CSAH 46 Expansion: TH 3 to TH 52—Rosemount, Coates, and Empire	\$52,616,000
3. CSAH 46 Reconstruction: 400 feet west of General Sieben Drive to TH 61—Hastings, Marshan Township, and Nininger Township	\$20,091,000
4. CSAH 32 Expansion: CSAH 71 to TH 52 – Inver Grove Heights	\$20,034,000
5. CSAH 42 Management improvements: Western County line to TH 52 – Burnsville, Apple Valley, and Rosemount	\$40,000,000
6. CSAH 86 Reconstruction: Western County line to CSAH 23 – Greenvale and Eureka Townships	\$14,307,500
7. CSAH 88 Reconstruction: CR 94 to TH 56—Randolph Township	\$16,000,000
8. CSAH 91 Reconstruction: Miesville Trail to TH 61—Miesville, Douglas Township	\$6,090,000
9. CSAH 54 Reconstruction: 18 th Street to CSAH 68 – Ravenna Township	\$40,675,000
10. CSAH 31 Reconstruction: CSAH 74 to CSAH 50 – Farmington	\$9,597,500
11. CSAH 47 Reconstruction: TH 3 to CSAH 86 – Waterford, Sciota, and Castle Rock Townships	\$15,480,000

Project Description	Total Est. Project Cost
12. CSAH 47 Reconstruction: CSAH 86 to TH 50 – Castle Rock Twp, Hampton Twp, and Hampton	\$18,741,500
13. CSAH 74 Reconstruction: CSAH 31 to Honeysuckle Lane – Farmington	\$4,633,100
14. CSAH 5 Intersection Improvements: at Kenyon Avenue in Lakeville NEW	\$900,000
15. CSAH 28 Pedestrian Underpass: at the Eagan/Inver Grove Heights border in Eagan, Inver Grove Heights NEW	\$4,590,000
16. CSAH 31 Safety and Pedestrian Improvements: 144 th Street to Corporate Center Drive – Apple Valley, Eagan NEW	\$20,000,000
17. CSAH 38 Retaining Walls: Garden View Drive to Hannover Avenue; West of Diamond Path – Apple Valley NEW	\$11,000,000
18. CSAH 50 Roundabout Improvements: at CSAH 60 - Lakeville NEW	\$851,250
19. CR 59 Reconstruction: TH 19 to CSAH 47 – Sciota Township NEW	\$18,410,000
20. CSAH 60 Intersection Improvements: at Orchard Trail - Lakeville NEW	\$1,058,125
21. CR 73 Roundabout: at Connemara Trail - Rosemount NEW	\$3,335,455
22. CR 81 Realignment: CSAH 66 to CSAH 46 – Empire, Vermillion Township NEW	\$20,000,000
23. Expansion: CSAH 23/CSAH 60 Intersection East/Southeast to CR 64/Flagstaff Avenue Roundabout – Farmington NEW	\$10,000,000

TRUNK HIGHWAY PROJECTS

Project Description	Total Est. Project Cost
24. TH 3 Safety and Mobility Improvements: CSAH 46 to TH 52 — Eagan, Inver Grove Heights, and Rosemount (Accounts for additional Greenhouse Gas (GHG) mitigation)	\$85,000,000
25. TH 55 Safety and Mobility Improvements: TH 52 to General Sieben Drive – Rosemount, Nininger Township, and Hastings	\$48,000,000
26. I-35/CSAH 50 Interchange: Lakeville	\$80,500,000
27. I-494 and Future CSAH 63 Interchange: Inver Grove Heights (Accounts for additional Greenhouse Gas (GHG) mitigation)	\$98,000,000
28. TH 13 Corridor Improvements: Grade Separation at Nicollet Avenue – Burnsville	\$43,000,000
29. TH 50 and CSAH 85/Hogan Avenue Intersection Improvements: New Trier NEW	\$9,070,000

TRANSIT SERVICE EXPANSION CAPITAL AND OPERATING COSTS

Project Description	Total Est. Project Cost
30. Up to \$580,000 annually for non-transitway transit service expansion capital and operating costs (based on 2040 Transportation Plan guidance)	\$5,400,000

REGIONAL TRAIL PROJECTS

Project Description	Total Est. Project Cost
31. Lake Marion Greenway	\$3,000,000
32. Lebanon Hills Greenway	\$3,750,000
33. Minnesota River Greenway	\$750,000
34. Mississippi River Greenway	\$500,000
35. North Creek Greenway	\$2,000,000
36. River to River Greenway	\$2,000,000

Project Description	Total Est. Project Cost
37. Rosemount Greenway	\$1,750,000
38. Vermillion Highlands Greenway	\$2,750,000
39. Vermillion River Greenway	\$750,000
40. Veterans Memorial Greenway	\$1,000,000
41. Big Rivers Regional Trail	\$500,000

The total estimated project cost for all categories for 2026-2035 is \$762,430,430.



Board of Commissioners

Request for Board Action

Item Number: DC-4898

Agenda #: 9.6

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize to execute the fourth amendment to the contract with National Railroad Safety Services (NRSS) for additional flagger costs on County Project 86-34 (Attachment: Location Map).

SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County is reconstructing County State Aid Highway 86 from Galaxie Avenue to Trunk Highway 3, including replacing the original timber railroad bridge. This work is essentially complete, and County Road 86 is open to traffic.

Working in the railroad right of way requires flaggers from an agency approved by the Union Pacific Railroad. NRSS is the flagging company under contract with the County.

Flaggers are required to be present whenever the contractor is doing any work in the railroad right of way. This includes constructing the shoofly bridge, removing the original bridge, and removing the shoofly bridge.

NRSS invoices the County weekly based on the hours and associated costs for each flagger. The increase in cost is due to the contractor working longer hours to finish the new bridge construction and remove the shoofly bridge. A small amount of fill needs to be removed from the rail embankment. It is anticipated that all work will be complete by the end of October 2025.

RECOMMENDATION

Staff recommends authorizing a contract amendment with NRSS in the amount of \$190,000 for costs associated with flaggers while working in the railroad right of way. The total contract amount will be \$725,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program Budget contains sufficient funding (\$412,000) within the current project budget for the recommended contract amendment of \$190,000. Funding sources for the project include Federal funds, County State Aid Highway (CSAH) funds and County Sales and Use Tax funds.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

24-274; 06/11/24

24-394; 07/30/24

25-375; 08/12/25

ATTACHMENTS

Attachment: Location Map

Attachment: NRSS Invoice Summary

BOARD GOALS

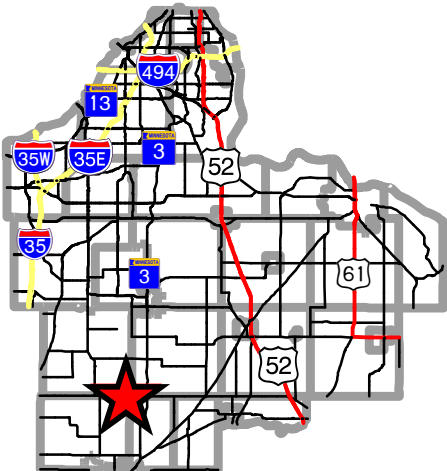
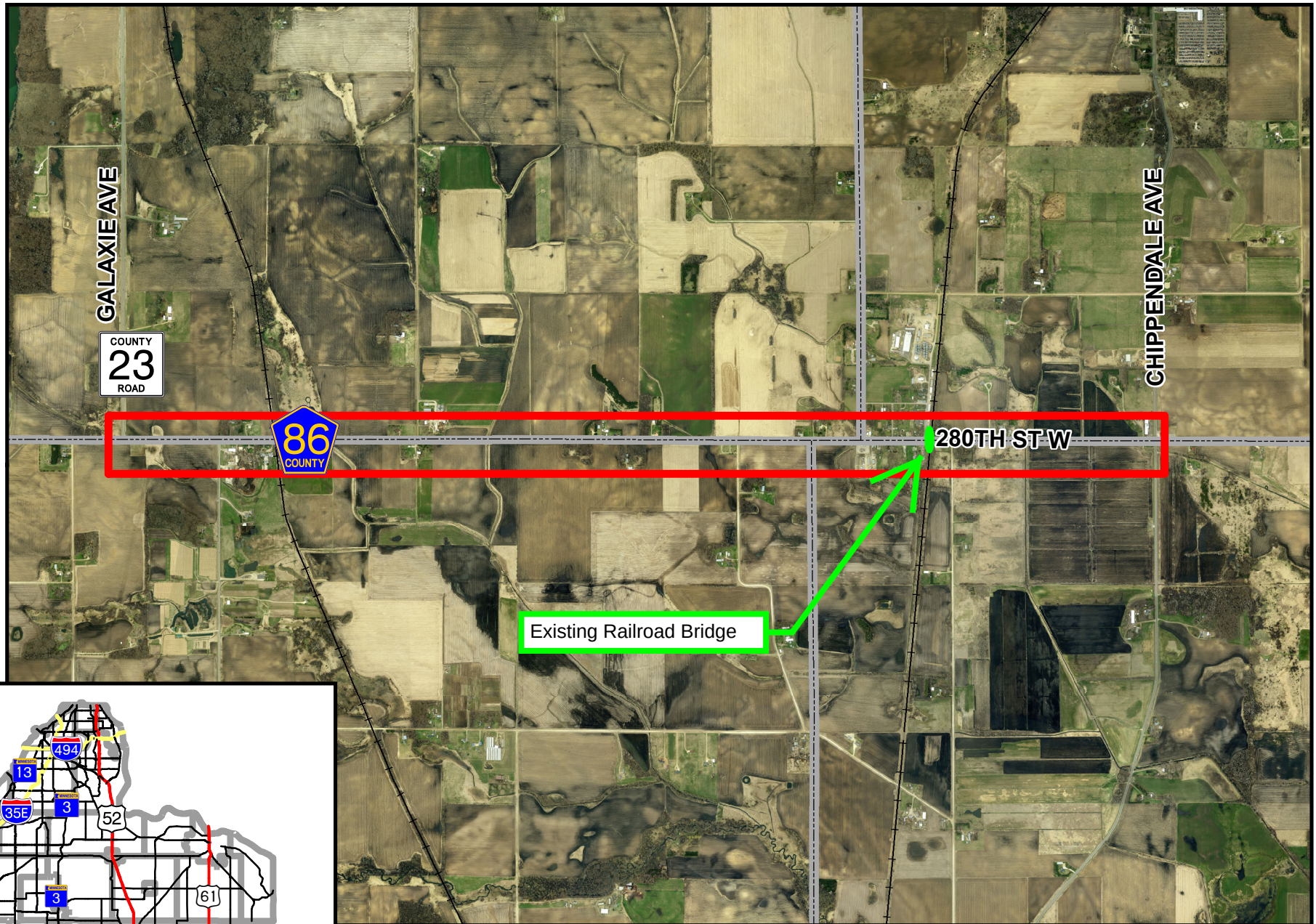
- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☒ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol

Prepared by the Dakota County Transportation Department



County Project 86-34

NRSS Flagging Costs

				Total to Date	
	Date	Inv. No.	Amount	County	
1	11/21/2022	24713	\$ 8,480.00	\$	8,480.00
2	11/28/2022	24748	\$ 4,797.00	\$	13,277.00
3	12/5/2022	24821	\$ 8,261.75	\$	21,538.75
4	12/12/2022	24875	\$ 8,480.00	\$	30,018.75
5	12/19/2022	24936	\$ 7,607.00	\$	37,625.75
6	1/16/2023	25128	\$ 1,364.00	\$	38,989.75
7	3/6/2023	25577	\$ 7,025.00	\$	46,014.75
8	4/3/2023	25892	\$ 1,550.50	\$	47,565.25
9	5/8/2023	26309	\$ 7,898.00	\$	55,463.25
10	5/15/2023	26380	\$ 3,501.13	\$	58,964.38
11	11/13/2023	29274	\$ 1,364.00	\$	60,328.38
12	3/4/2024	30689	\$ 6,347.50	\$	66,675.88
13	3/11/2024	30760	\$ 8,480.00	\$	75,155.88
14	3/18/2024	30844	\$ 6,784.00	\$	81,939.88
15	3/25/2024	30957	\$ 9,062.00	\$	91,001.88
16	4/1/2024	31002	\$ 9,207.50	\$	100,209.38
17	4/8/2024	31149	\$ 9,571.25	\$	109,780.63
18	4/15/2024	31208	\$ 8,771.00	\$	118,551.63
19	5/20/2024	31727	\$ 7,607.00	\$	126,158.63
20	5/21/2024	31812	\$ 7,898.00	\$	134,056.63
21	6/13/2024	31903	\$ 10,405.50	\$	144,462.13
22	6/20/2024	32038	\$ 11,808.25	\$	156,270.38
23	6/24/2024	32136	\$ 8,916.50	\$	165,186.88
24	7/1/2024	32235	\$ 8,771.00	\$	173,957.88
25	7/22/2024	32504	\$ 11,937.75	\$	185,895.63
26	7/25/2024	32624	\$ 13,794.00	\$	199,689.63
27	7/29/2024	32724	\$ 13,794.00	\$	213,483.63
28	8/5/2024	32817	\$ 13,879.25	\$	227,362.88
29	8/19/2024	32955	\$ 13,879.25	\$	241,242.13
30	8/25/2024	33037	\$ 13,879.25	\$	255,121.38
31	9/3/2024	33187	\$ 13,879.25	\$	269,000.63
32	9/12/2024	33246	\$ 13,879.25	\$	282,879.88
33	9/16/2024	33399	\$ 14,291.75	\$	297,171.63
34	9/25/2024	33509	\$ 13,879.25	\$	311,050.88
35	9/27/2024	33612	\$ 13,879.25	\$	324,930.13
36	9/30/2024	33713	\$ 13,708.75	\$	338,638.88
37	10/11/2024	33853	\$ 10,435.00	\$	349,073.88
38	10/21/2024	33997	\$ 10,435.00	\$	359,508.88
39	10/21/2024	34090	\$ 10,435.00	\$	369,943.88
40	10/28/2024	34246	\$ 10,435.00	\$	380,378.88
41	11/15/2024	34295	\$ 10,435.00	\$	390,813.88
42	12/5/2024	34646	\$ 10,435.00	\$	401,248.88

43	12/16/2024	34757	\$	4,215.00	\$	405,463.88
44	12/16/2024	34828	\$	12,208.25	\$	417,672.13
45	12/20/2024	34935	\$	8,189.00	\$	425,861.13
46	1/2/2025	35048	\$	6,784.00	\$	432,645.13
47	1/6/2025	35149	\$	5,620.00	\$	438,265.13
48	1/15/2025	35171	\$	1,696.00	\$	439,961.13
49	1/21/2025	35253	\$	8,480.00	\$	448,441.13
50	1/30/2025	35333	\$	5,088.00	\$	453,529.13
51	2/3/2025	35437	\$	5,088.00	\$	458,617.13
52	2/7/2025	35548	\$	8,480.00	\$	467,097.13
53	2/17/2025	35664	\$	8,480.00	\$	475,577.13
54	2/26/2025	35755	\$	1,696.00	\$	477,273.13
55	3/17/2025	35935	\$	5,670.00	\$	482,943.13
56	3/21/2025	36146	\$	8,261.75	\$	491,204.88
57	4/7/2025	36371	\$	8,152.63	\$	499,357.51
58	4/17/2025	36484	\$	7,388.75	\$	506,746.26
59	4/25/2025	36719	\$	9,098.38	\$	515,844.64
60	11/4/2024	34437	\$	10,435.00	\$	526,279.64
61	4/14/2025	36669	\$	7,875.25	\$	534,154.89
62	11/18/2024	34529	\$	27,895.00	\$	562,049.89
63	6/16/2025	37563	\$	10,662.50	\$	572,712.39
64	6/20/2025	37682	\$	10,662.50	\$	583,374.89
65	6/27/2025	37802	\$	10,517.00	\$	593,891.89
66	7/10/2025	37932	\$	10,480.63	\$	604,372.52
67	7/14/2025	38083	\$	4,724.25	\$	609,096.77
68	7/17/2025	38296	\$	9,025.63	\$	618,122.40
69	7/25/2025	38337	\$	9,025.63	\$	627,148.03
70	8/1/2025	38474	\$	9,025.63	\$	636,173.66
71	8/8/2025	38701	\$	9,025.63	\$	645,199.29
72	8/25/2025	38986	\$	9,025.63	\$	654,224.92
73	8/25/2025	36045	\$	8,589.13	\$	662,814.05
74	8/29/2025	39141	\$	9,025.63	\$	671,839.68
75	9/5/2025		\$	9,025.63	\$	680,865.31 Estimated
76	9/12/2025		\$	9,025.63	\$	689,890.94 Estimated
77	9/19/2025		\$	9,025.63	\$	698,916.57 Estimated
78	9/26/2025		\$	9,025.63	\$	707,942.20 Estimated
79	10/3/2025		\$	9,025.63	\$	716,967.83 Estimated



Board of Commissioners

Request for Board Action

Item Number: DC-4932

Agenda #: 9.7

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of Cooperative Construction Agreement No. 1060218 with the Minnesota Department of Transportation (MnDOT) for two roundabouts on County State Aid Highway (CSAH) 86 at Trunk Highway (TH) 56 and at TH 3, County Project (CP) 86-043, and CP 86-044.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 86-043 and CP 86-044 to construct two rural single-lane roundabouts. County State Aid Highway 86 (280th Street W) is an undivided two-lane rural roadway that is designated as a Tier 2 truck route. This roadway provides a regional connection between TH 52 and Interstate 35 in Scott County. County Project's 86-043 and 86-044 will reconstruct the two two-way stop-controlled (TWSC) intersections along CSAH 86 at TH 56 and TH 3 to rural single-lane roundabouts within the townships of Castle Rock, Waterford, Randolph, and Hampton. Construction is scheduled to occur in 2026.

The intersections are listed as priority County Highway/State Highway intersection locations in the adopted Dakota County 2040 Transportation Plan. In 2022, staff applied for and received Highway Safety Improvement Program (HSIP) federal dollars for the reconstruction of the deficient intersections.

The terms of the agreement include the survival of the terms, plans, incorporation of exhibits, and the effective date. This agreement will be effective when the State obtains all signatures required by Minn. Stat. § 16C.05. This Agreement will expire when all obligations have been satisfactorily fulfilled. The survival of terms is defined as follows: all clauses that impose obligations continuing in their nature and must survive to give effect to their meaning will survive the expiration or termination of this agreement. The terms and conditions outlined in signal systems and Emergency Vehicle Preemption (EVP) systems, as well as operation and maintenance, will survive the expiration of this agreement but may be terminated by another agreement between the parties.

Executing MnDOT Cooperative Construction Agreement No. 1057369 will establish cost-sharing and update the maintenance, operation, and power responsibilities for the two roundabouts.

The Agreement will allow the construction of grading, bituminous surfacing, and Americans with Disabilities Act improvements. The State will grant the County (and its contractors and consultants) the right to occupy the TH right of way as necessary to perform the work described in the Project Plans. The Agreement will also define maintenance, and operation responsibilities for the two roundabouts.

RECOMMENDATION

Staff recommends executing Cooperative Construction Agreement No. 1060218 with MnDOT for construction, maintenance, and operations of two roundabouts at CSAH 86, CP 86-043 and CP 86-044.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Adopted CIP Budget includes \$700,000 for CP 86-043, with \$350,000 from County State Aid Highway (CSAH) funds and \$350,000 from State funds for engineering and right-of-way acquisition. For CP 86-044, the adopted CIP budget includes \$2,810,798 with \$1,410,798 from CSAH and County funds and \$1,400,000 from State funds. The draft 2026-2030 Capital Improvement Program (CIP) includes \$3,240,000 for construction of CP 86-043 in 2026, funded by \$2,568,640 in federal funds and \$671,360 in CSAH funds. For CP 86-044, the draft CIP includes \$4,320,000 for construction in 2026, with \$3,006,440 in federal funds, \$287,000 in State funds, and \$1,026,560 in CSAH funds. The County will contribute up to 85 percent of the cost for eligible engineering and construction items-including streetlights and other necessary features-for each county leg of the trunk highway intersection where roundabouts are planned.

☐ 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) 86-043 and CP 86-044; and

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

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

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

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

and the State is willing to allow said construction; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

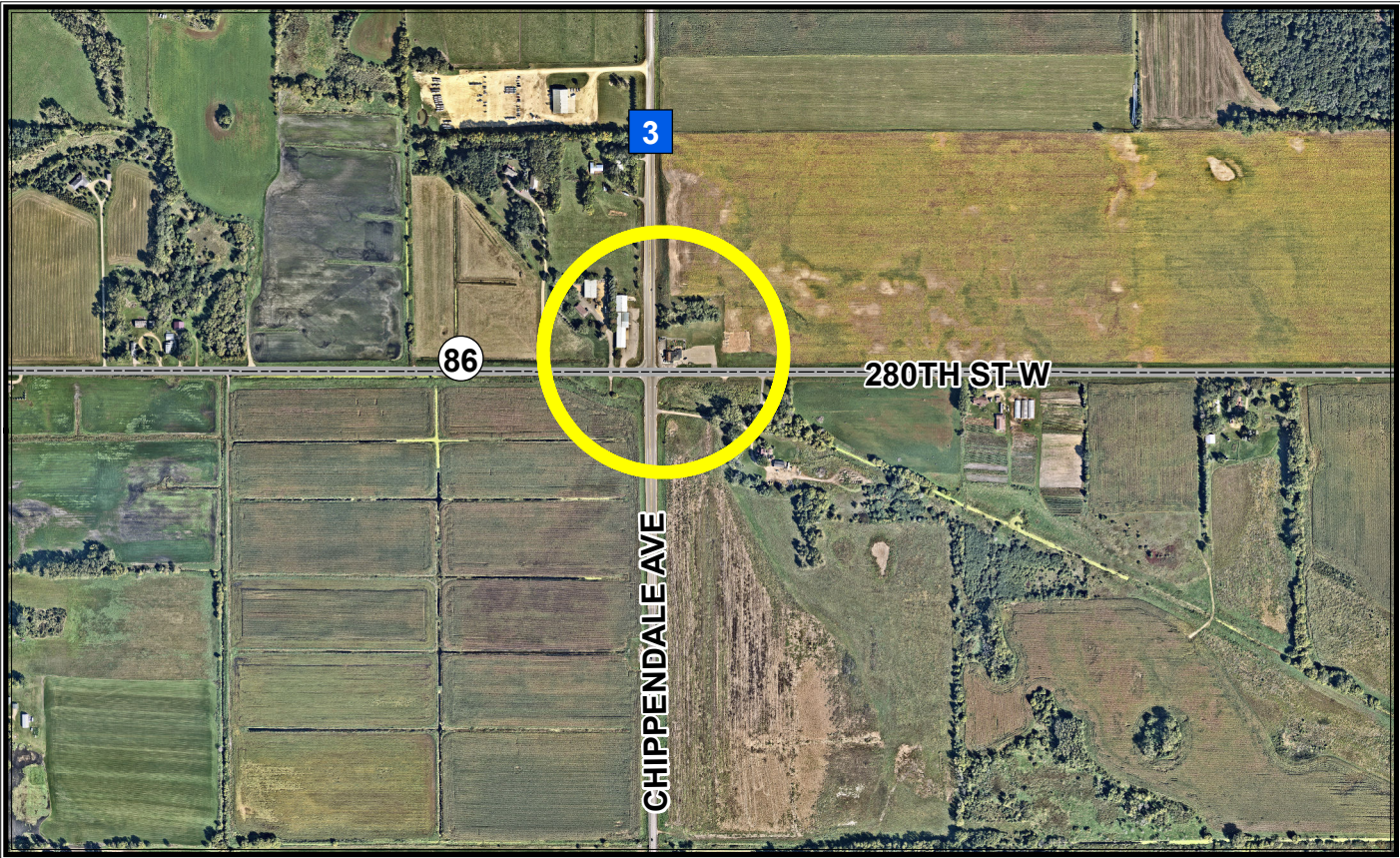
BOARD GOALS

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

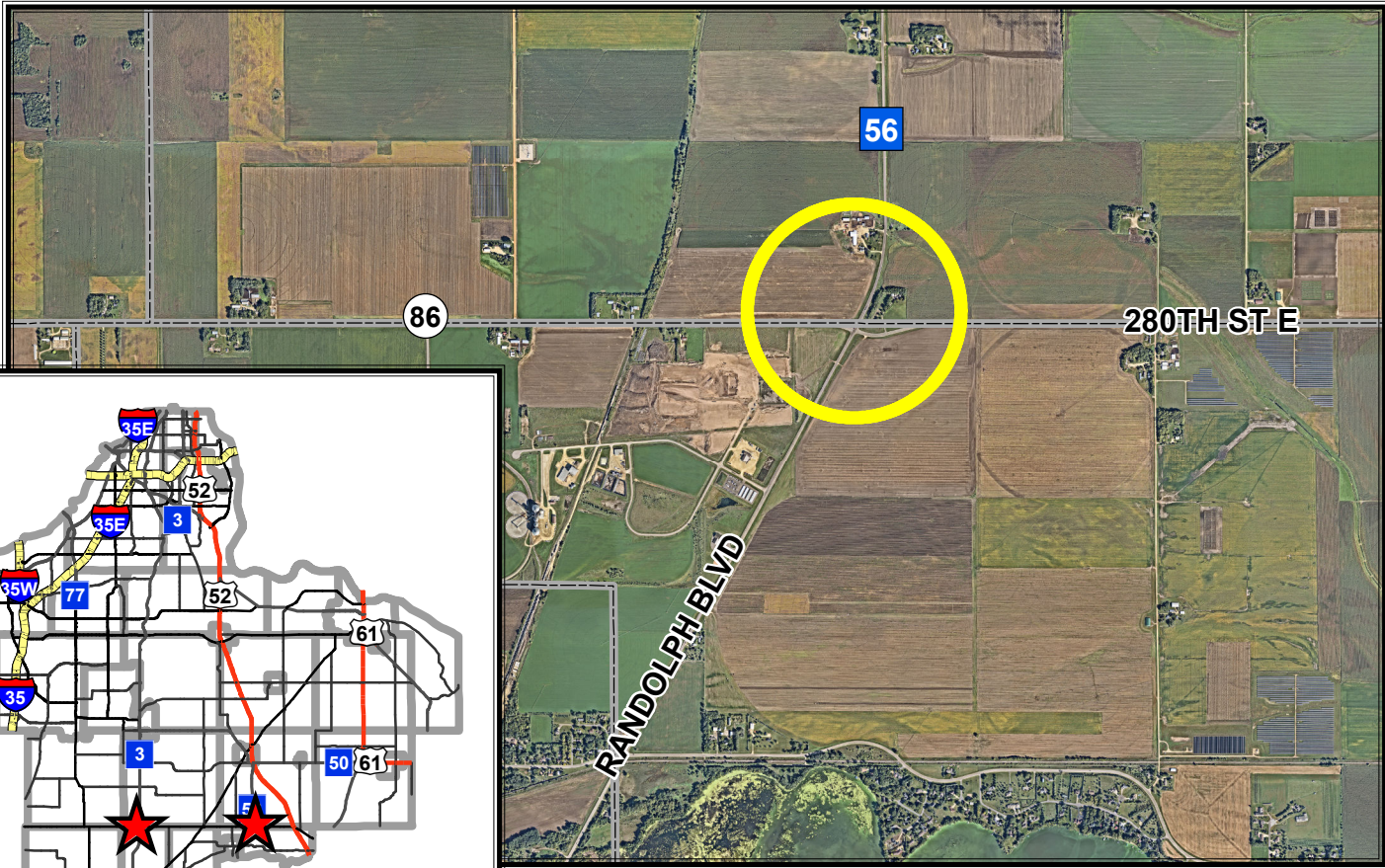
CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar



County Project 86-44



County Project 86-43



Board of Commissioners

Request for Board Action

Item Number: DC-4933

Agenda #: 9.8

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Physical Development Director to execute joint powers agreements (JPAs) with the City of Apple Valley for County Project (CP) 31-118.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is partnering with the City of Apple Valley on CP 31-118. This project involves the preliminary and final design for converting the intersection of County State Aid Highway (CSAH 31) (Pilot Knob Road) and Upper 147th Street into a restricted three-quarter access intersection in Apple Valley (Attachment: Project Location Map). Previous analyses have shown that this reconstruction will improve safety and traffic operations at this location. The project is scheduled for construction in 2026.

A JPA with the City is required to define the roles and responsibilities related to design, use of City easements, construction coordination, and cost participation for CP 31-118. In accordance with Dakota County's cost share policy, the cost participation for the intersection safety improvement project is 100 percent County's share.

RECOMMENDATION

Staff recommends authorization to execute JPAs with the City of Apple Valley for an intersection safety improvement project at CSAH 31 (Pilot Knob Road) and Upper 147th Street in Apple Valley, CP 31-118.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$418,449.14 in County State Aid Highway (CSAH) funds for engineering services related to CP 31-118. An additional \$3,240,000 in CSAH funds is programmed in the draft 2026-2030 CIP, with construction planned for 2026. In accordance with the County's adopted policy, this intersection safety improvement project is fully funded by the County.

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

RESOLUTION

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None

ATTACHMENTS

Attachment: Location Map

BOARD GOALS

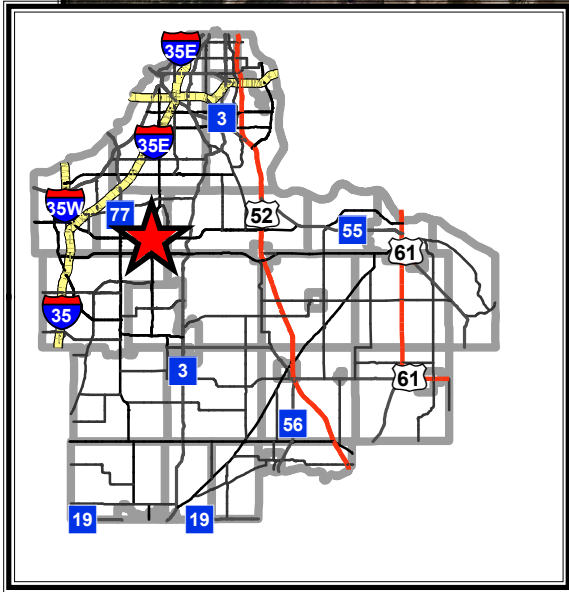
- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar

Prepared by Dakota County Physical Development Division



County Project 31-118 Intersection Reconstruction



Board of Commissioners

Request for Board Action

Item Number: DC-4934

Agenda #: 9.9

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Physical Development Director to execute joint powers agreements (JPAs) with the City of Apple Valley and the City of Rosemount for County Project (CP) 42-173.

SUMMARY

To provide a safe and efficient transportation system, the County is proceeding with CP 42-173, which includes Americans with Disabilities Act (ADA) improvements and the mill and overlay of County State Aid Highway (CSAH) 42 (150th Street W) from CSAH 33 (Diamond Path) to Trunk Highway (TH) 3 in the cities of Apple Valley and Rosemount (Attachment: Project Location Map). As part of the project, ADA-compliant upgrades will be made throughout the corridor, and the aging signal systems at CSAH 33 (Diamond Path) will be replaced. The project is scheduled for construction in 2027.

A JPA with each City is necessary to define County and City roles and responsibilities related to design, construction, and cost participation for CP 42-173. In accordance with Dakota County's cost share policy, the cost participation for ADA improvements, existing traffic signal replacement, and pavement preservation activities will be 100 percent County's responsibility.

RECOMMENDATION

Staff recommends authorization to execute JPAs with the City of Apple Valley and the City of Rosemount for the mill and overlay of CSAH 42 (150th Street W) and the signal replacement at CSAH 33 (Diamond Path), CP 42-173.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$327,995 in County State Aid Highway (CSAH) funds for engineering services related to CP 42-173. An additional \$3,732,750 in CSAH funds and \$216,000 in County funds is programmed in the draft 2026-2030 CIP, with right-of-way acquisition and construction planned for 2027. In accordance with the County's adopted policy, this preservation project is fully funded by the County. The total programmed draft budget for the project is \$4,276,74.

☐ None

☒ Current budget

☐ Other

☐ Amendment Requested☐ New FTE(s) requested**RESOLUTION**

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

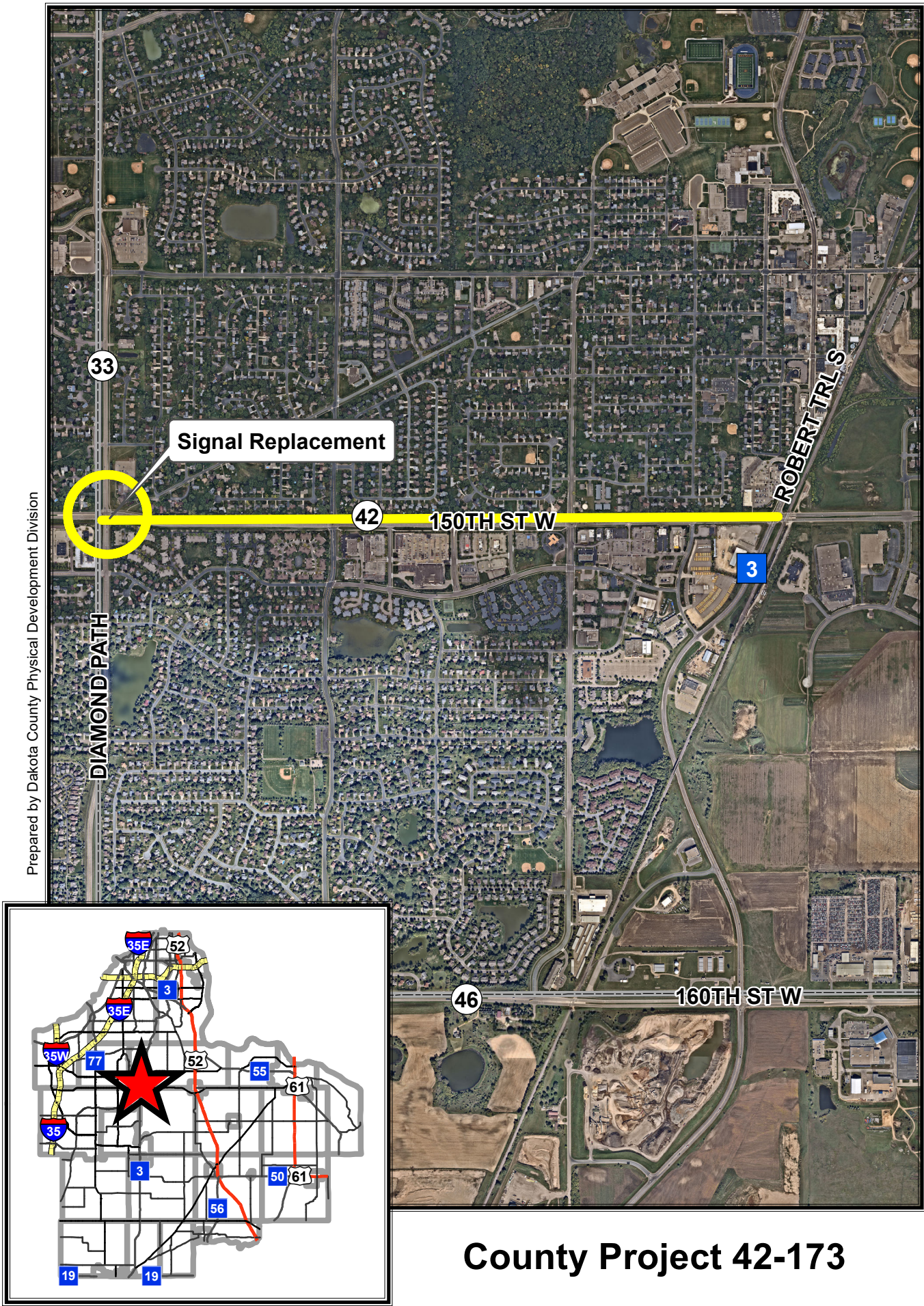
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar





Board of Commissioners

Request for Board Action

Item Number: DC-4935

Agenda #: 9.10

Meeting Date: 10/21/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Physical Development Director to execute joint powers agreements (JPAs) with the City of Apple Valley and the City of Lakeville for County Project (CP) 23-088.

SUMMARY

To provide a safe and efficient transportation system, the County is proceeding with CP 23-088, a federally funded project which includes Americans with Disabilities Act (ADA) improvements and the mill and overlay of County State Aid Highway (CSAH) 23 (Cedar Ave) from CSAH 42 (150th Street W) to approximately 400 feet north of Dodd Boulevard in the cities of Apple Valley and Lakeville (Attachment: Project Location Map). As part of the project, ADA upgrades will be made throughout the corridor. The project is scheduled for construction in 2027.

A JPA with each City is necessary to define County and City roles and responsibilities related to design, construction, and cost participation for CP 23-088. In accordance with Dakota County's cost share policy, the cost participation for ADA improvements and pavement preservation activities will be 100 percent County's responsibility.

RECOMMENDATION

Staff recommends authorization to execute JPAs with the City of Apple Valley and the City of Lakeville for the federal mill and overlay of CSAH 23 (Cedar Ave), CP 23-088.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$421,589.00 in County State Aid Highway (CSAH) funds for engineering services related to CP 23-88. An additional \$112,500 in County CSAH funds is programmed for right-of-way acquisition in 2026, along with \$5,184,000 in federal (National Highway System Pavement Preservation) and CSAH funds programmed for construction in 2027. In accordance with the County's adopted policy, this pavement preservation project is fully funded by the County. The total programmed budget for the project is \$5,718,089.

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

RESOLUTION

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

BOARD GOALS

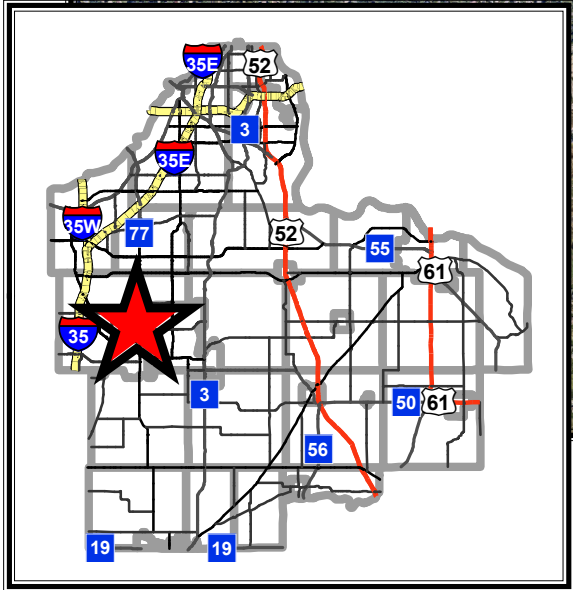
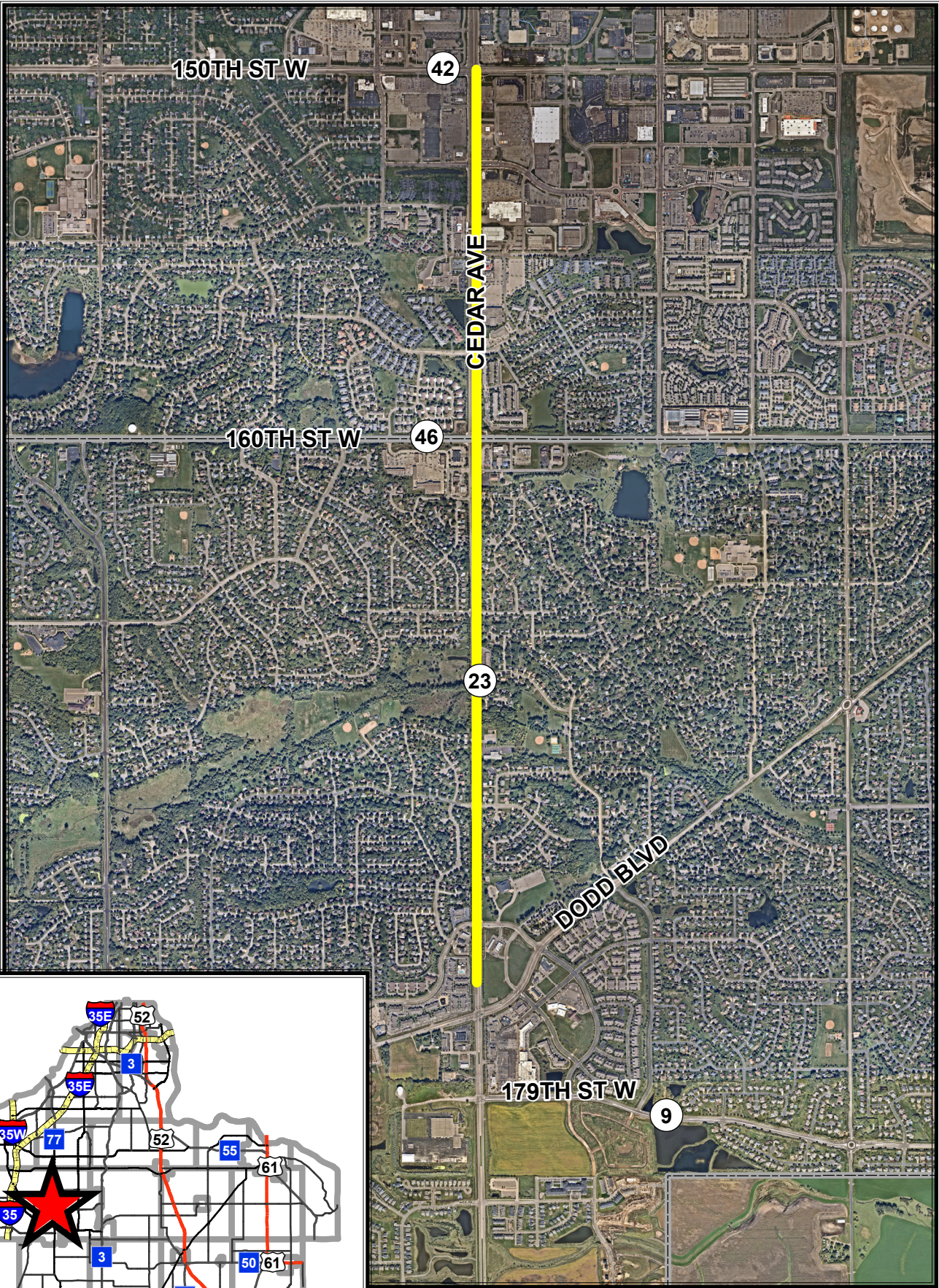
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| ☐ Thriving People | ☐ A Healthy Environment with Quality Natural Resources |
| ☒ A Successful Place for Business and Jobs | ☐ Excellence in Public Service |

CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar

Prepared by Dakota County Physical Development Division



County Project 23-88



Board of Commissioners

Request for Board Action

Item Number: DC-4886

Agenda #: 9.11

Meeting Date: 10/21/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a Joint Powers Agreement (JPA) between Dakota County (County), the Vermillion River Watershed Joint Powers Organization (VRWJPO), and the City of Lakeville (City) for Launch Park Wetland Restoration Construction and Maintenance (Project).

SUMMARY

At the regularly scheduled September 24, 2024, County Board meeting, the Board authorized the execution of a JPA between the County, VRWJPO, and City for preliminary engineering design and permitting coordination for the Launch Park Wetland Restoration (Project). The Project would result in a reduction to pollutant loading and volume to a branch of South Creek, which is listed as impaired by the Environmental Protection Agency.

Engineering design and permitting coordination are now complete, and the Project is ready for construction. The County, VRWJPO, and City are now proposing to enter a JPA to support construction and project vegetation maintenance for the first five years immediately following construction.

The project, once complete, will result in the conversion of current agricultural land in Lakeville city limits to a functioning wetland.

Participation in this project will grant the County and City progress towards their Waste Load Allocations, a regulatory requirement to reduce pollution in stormwater runoff, which is mandated by the Minnesota Pollution Control Agency. The project also aligns with goals and actions included in the 2016 Vermillion River Watershed Management Plan.

The City's engineer is looking to assemble a draft quote package to distribute to prospective contractors. Site work for the Project is proposed to begin in the fall of 2025, with completion no later than December 31, 2025. Vegetation maintenance cost-share is proposed to be provided through 2030, aligning with wetland vegetation restoration best management practices.

The VRWJPO and City are seeking approval of the JPA at their Council/Board meeting on December 4 and October 6, respectively.

Staff is requesting approval of the draft JPA for Project construction and vegetation maintenance in the first five years immediately following construction.

RECOMMENDATION

Staff is requesting approval of the draft JPA for Project construction.

EXPLANATION OF FISCAL/FTE IMPACTS

The engineer's opinion of probable cost for Project construction is \$84,840. Dakota County plans to contribute \$75,000 toward the project construction via its approved 2025 Environmental Resources Capital Improvement Plan, which is solely funded by the Environmental Legacy Fund. The VRWJPO and the City of Lakeville are responsible for sharing the remaining construction cost as well as covering the ongoing maintenance costs, after project completion.

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

RESOLUTION

WHEREAS, South Creek is included in the Environmental Protection Agency's 303d Impaired Waters List for Total Suspended Solids (TSS); and

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

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

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

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

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

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

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

Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-459; 09/24/24

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Cole Johnson



Board of Commissioners

Request for Board Action

Item Number: DC-4942

Agenda #: 9.12

Meeting Date: 10/21/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Amend the contract with Short-Elliott-Hendrickson, Inc., (SEH) for additional construction observation and administrative consulting services for the Veterans Memorial Greenway, County Project P00147, in the cities of Inver Grove Heights and Eagan (Attachment: Project Location).

SUMMARY

To enrich lives by providing high-quality recreation and education opportunities in harmony with natural resource preservation and stewardship, Dakota County Parks is proceeding with the Veterans Memorial Greenway.

The Veterans Memorial Greenway is a proposed regional trail and open-space corridor that will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County. The five-mile corridor stretches east and west through Eagan and Inver Grove Heights, following the adopted Veterans Memorial Greenway master plan corridor. The Veterans Memorial Greenway will provide neighborhood access points connecting single-family residential neighborhoods, local park connections, and rural and undeveloped open space (Attachment: Project Location). The memorials along the trail will be planned and constructed in partnership with veterans groups.

The Veterans Memorial Greenway will present unique and exciting user opportunities to traverse over and under highways and across water bodies and railroads, coupled with views of unique and picturesque natural resource elements. Users will also have the chance to learn along the way about the sacrifices veterans have made over the years.

The third amendment contract with SEH did not account for additional services required for the construction administration and observation services for the phase 1 memorial nodes and landscaping.

A summary of the supplemental agreement for engineering services is below (Attachment: Amendment Memorandum):

Construction Services - Phase 1 Memorial Nodes and Landscaping

SEH will provide full construction observation and administrative services for the Phase 1 memorial nodes, including the Missing in Action Prairie memorial node and the Places We Served memorial node. Construction will begin in the fall of 2025 and be completed in the spring of 2026.

Associated Fees/Expenses: \$60,229

RECOMMENDATION

Staff recommends executing a contract amendment with SEH in the amount of \$65,229, increasing the total contract amount to \$4,315,025 for the Veterans Memorial Greenway, including a \$5,000 contingency.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2025 Parks Capital Improvement Program currently includes \$12,400,000 in County funds for P00147. The project also has \$5,000,000 in secured State Bonding from the 2020 legislative session, \$5,000,000 in State Bonding from the 2023 legislative session, and \$4,995,000 in Federal Congressional Directed spending for a total available funds of \$27,250,000. Additionally, the County has secured a \$1,000,000 federal appropriation for the Highway 3 grade-separated bridge. Successful completion of this project relies upon the \$5,995,000 Federal Congressionally Directed Spending allocation. Sufficient funding is available for the professional construction administration and observation services in this request.

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

RESOLUTION

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

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

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

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

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

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

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

WHEREAS, the 2025 Parks Capital Improvement Program Budget includes sufficient funding for the

Veterans Memorial Greenway.

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

PREVIOUS BOARD ACTION

20-430; 9/1/20
22-201; 5/24/22
22-376; 9/6/22
22-567; 12/13/22
23-076; 2/28/23
23-320; 7/18/23
23-575; 12/19/23
24-112; 2/27/24
24-145; 3/26/24
25-198; 4/22/25

ATTACHMENTS

Attachment: Project Location
Attachment: Amendment Memorandum

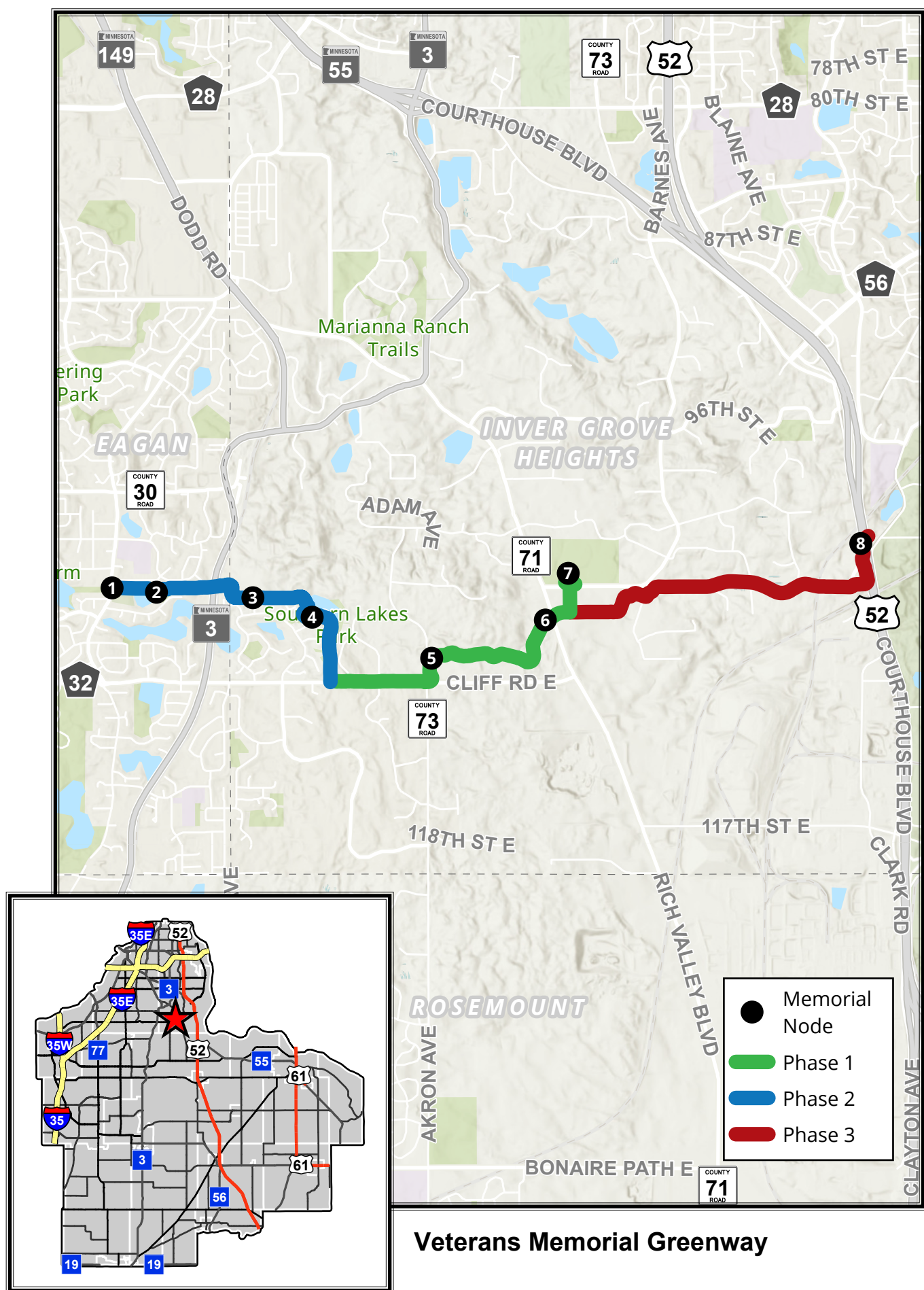
BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: Tony Wotzka

Attachment: Project Location Map





SUPPLEMENTAL LETTER AGREEMENT

October 2, 2025

RE: Dakota County
Veterans Memorial Greenway –
Amendment for Professional Services
County Contract #C0033121
SEH No. DAKOT 157442 10.00

Tony Wotzka
Greenways Manager
Dakota County Parks Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Mr. Wotzka:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this Supplemental Letter Agreement for Engineering Services (agreement) for the above referenced project. The agreement is needed to provide construction administration and observation services for the Landscape Enhancements and Memorial Node bidding packages.

Construction Phase Services – Landscape Enhancements

SEH will provide construction observation and administrative services for the Landscape Enhancements bid package. It is assumed that construction will begin in the fall of 2025 with final completion in the spring of 2026. Below is a list of our assumptions.

- SEH will review all submittals
- SEH will lead an in-person, on site, pre-construction meeting
- SEH will respond to contractor questions and provide interpretation of plans and specifications
- SEH will provide 1 senior-level staff member for up to 5 site visits during construction. These visits are assumed to consist of one visit each for:
 - Staking review
 - Planting material review
 - Check-in on first day of planting
 - Following substantial completion/development of punch list
 - Punch list follow-up
- SEH will prepare pay applications and change orders for review and approval by the Contractor and County.
- Weekly construction meetings will not be required
- The County will handle formal written communications with residents/property owners
- Development of as-built drawings is not included

Construction Phase Services – Memorial Nodes

SEH will provide construction observation and administrative services for the Memorial Nodes bid package. It is assumed that construction will begin in the fall of 2025 with concrete flat work and footings. The remainder of construction will be completed by June 26, 2026 with installation of silhouettes, interpretive panels, kiosk, audio posts, and shaded seating structures. Below is a list of our assumptions.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10400 Yellow Circle Drive, Suite 500, Minnetonka, MN 55343-9302

952.912.2600 | 800.734.6757 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Construction materials testing is included and will be provided by Braun Intertec
- Materials testing will consist of:
 - Sample and test aggregate base gradation and asphalt content
 - Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base
 - Assumes one trip with minimum two tests performed
 - Sample and test concrete and cast cylinders for compressive strength testing.
 - Five cylinders will be cast:
 - One 7-day break
 - Three 28-day break
 - One 35-day hold break
 - Assumes 15 sets of concrete tests will be required
 - Anchor bolt pull-out testing is not included
- Materials testing will be completed during normal working hours of 6:00 am to 4:00 pm
- SEH will review shop drawings and submittals. County staff will review interpretive panels, audio posts, and kiosk
- SEH will lead an in-person pre-construction meeting at the Lebanon Hills Regional Park maintenance facility. Includes development of agenda and meeting minutes
- SEH will respond to contractor questions and provide interpretation of plans and specifications
- Construction observation services will be provided as follows:
 - Up to twelve visits to review concrete forms and steel reinforcement and observe concrete pours
 - Up to three visits with County staff to lay out silhouette, boulder, interpretive panel, and kiosk locations
 - Up to two visits during shaded seating structure installation
- SEH will coordinate the testing schedule with the materials testing subconsultant in accordance with MnDOT Schedule of Materials Control
- SEH will prepare pay applications and change orders for review and approval by the Contractor and County
- Assumes two visits for punch list walk-through and follow up
- Weekly construction meetings will not be required
- The County will handle formal written communications with residents/property owners.
- Construction staking will be completed by SEH in up to six visits for the following:
 - Silhouette, shade structure, and large interpretive panel footings
 - Colored concrete stars
 - Concrete flatwork
 - Ornamental metal railing
 - Lighting and electrical
- Development of as-built drawings is not included

Fee Breakdown

The following is a summary of the additional scope items and associated fees and reimbursable expenses.

Item	Associated Fees/Expenses
Construction Phase Services – Landscape Enhancements	\$13,607
Construction Phase Services – Memorial Nodes	\$46,622
Total Amendment Request	\$60,229

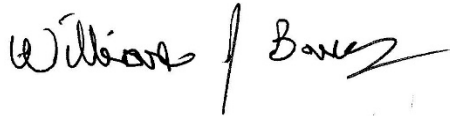
If this agreement is acceptable, our total contract amount will increase from \$4,249,796.00 to **\$4,310,025**. The construction services additional service fees/expenses will be added to SEH's initial project budget, which includes Phase 1 and Phase 2 trail design services and Phase 1 trail construction services. If

Tony Wotzka
October 2, 2025
Page 3

approved, please prepare and process a contract amendment for execution. Please contact me at 952.912.2629 or wbauer@sehinc.com if you have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read "William Bauer". The signature is fluid and cursive, with a vertical line separating the first and last names.

William Bauer, PE (IA, MN, SD)
Project Manager

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Veterans Memorial Greenway - Amendment 4 (Ph 1 Landscaping and Memorial Node Construction Services)

Dakota County

SEH Project #157442

Revised 10/2/2025

9/3/2025 W. Bauer

9/5/2025 T. Muse

	Billing Title	PM	PE	Architect	LA	RPR	Admin Tech	Survey Crew Chief	Subconsultant & Expenses	Total
Task #1 - Construction Services - Landscape Enhancements										
1.1	Preconstruction Activities									
	Preconstruction meeting agenda, attendance, minutes				6					6
	Review submittals				4					4
	Subtotal Hours				10				N/A	10
	Subtotal Fees				\$2,187.63					\$2,187.63
1.2	Construction Administration/Observation									
	Project management				10					10
	Engineering Support				2					2
	Pay applications				4		4			8
	Change orders				2		2			4
	Five site visits for construction observation/contractor check-ins/punch list				25					25
	Subtotal Hours				43		6		N/A	49
	Subtotal Fees				\$9,406.82		\$645.80			\$10,052.61
1.3	Project Closeout									
	Punchlist coordination				2					2
	Final application for payment & contractor closeout letter				2		1			3
	Subtotal Hours				4		1		N/A	5
	Subtotal Fees				\$875.05		\$107.63			\$982.69
	Task Hours Summary				57		7		N/A	64
	Task Fee Summary				\$12,469.50		\$753.43		\$384.31	\$13,607.24
Task #2 - Construction Services - Memorial Nodes										
2.1	Preconstruction Activities									
	Preconstruction meeting agenda, attendance, minutes	5				5				10
	Review shop drawings/submittals	4	2	2						8
	Subtotal Hours	9	2	2		5			N/A	18
	Subtotal Fees	\$2,000.95	\$506.68	\$369.53		\$718.41				\$3,595.56



Veterans Memorial Greenway - Amendment 4 (Ph 1 Landscaping and Memorial Node Construction Services)

Dakota County

SEH Project #157442

Revised 10/2/2025

9/3/2025 W. Bauer

9/5/2025 T. Muse

	Billing Title	PM	PE	Architect	LA	RPR	Admin Tech	Survey Crew Chief	Subconsultant & Expenses	Total
2.2	Construction Administration									
	Project management	10								10
	Engineering Support	2	3	3						8
	Pay applications	1				4	4			9
	Change orders	2					2			4
	Subtotal Hours	15	3	3		4	6		N/A	31
	Subtotal Fees	\$3,334.91	\$760.01	\$554.29		\$574.73	\$645.80			\$5,869.74
2.3	Construction Staking									
	Create stakeout file / point files					3				3
	Control							4		4
	Staking							24		24
	Subtotal Hours					3		28	N/A	31
	Subtotal Fees					\$431.05		\$3,913.00		\$4,344.05
2.4	Construction Observation									
	Review forms, reinforcement, and observe concrete pours					60				60
	Lay out silhouette, boulder, panel, and kiosk locations	10								10
	Shaded seating structure observation	8								8
	Subtotal Hours	18				60			N/A	78
	Subtotal Fees	\$4,001.90				\$8,620.95				\$12,622.85
2.5	Project Closeout									
	Site closeout walkthrough & develop punchlist	4				5				9
	Punchlist coordination	2				5				7
	Final application for payment & contractor closeout letter	1				1	1			3
	Subtotal Hours	7				11	1		N/A	19
	Subtotal Fees	\$1,556.29				\$1,580.51	\$107.63			\$3,244.43
	Task Hours Summary	49	5	5		83	7	28	N/A	177
	Task Fee Summary	\$10,894.05	\$1,266.69	\$923.81		\$11,925.65	\$753.43	\$3,913.00	\$16,945.13	\$46,621.76
Task #1 - Construction Services - Landscape Enhancements										
	Task Hours Summary				57		7		N/A	64
	Task Fee Summary				\$12,469.50		\$753.43		\$384.31	\$13,607.24



Veterans Memorial Greenway - Amendment 4 (Ph 1 Landscaping and Memorial Node
Construction Services)
Dakota County
SEH Project #157442
Revised 10/2/2025

9/3/2025 W. Bauer
9/5/2025 T. Muse

Billing Title		PM	PE	Architect	LA	RPR	Admin Tech	Survey Crew Chief	Subconsultant & Expenses	Total
Task #2 - Construction Services - Memorial Nodes										
	Task Hours Summary	49	5	5		83	7	28	N/A	177
	Task Fee Summary	\$10,894.05	\$1,266.69	\$923.81		\$11,925.65	\$753.43	\$3,913.00	\$16,945.13	\$46,621.76
Project Summary										
	Project Hours Summary	49	5	5	57	83	14	28	N/A	241
	Project Fee Summary	\$10,894.05	\$1,266.69	\$923.81	\$12,469.50	\$11,925.65	\$1,506.86	\$3,913.00	\$17,329.44	\$60,229.00



Board of Commissioners

Request for Board Action

Item Number: DC-4958

Agenda #: 9.13

Meeting Date: 10/21/2025

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a contract for door and key repair, maintenance, and installation services for Dakota County facilities.

SUMMARY

Staff contracts for qualified locksmith services for a variety of door and key repair, maintenance, and installation services. Staff estimates that there will be approximately 400 hours of these services, \$60,000 of materials, and up to 104 trip charges necessary on an annual basis, based upon a review of the past 11 years of expenses.

Staff solicited formal bids for a contract effective January 1, 2026, through December 31, 2026, with the option to extend for 2027 and 2028 for door and key repair, maintenance, and installation services to be provided at all County facilities, communication towers, park facilities, and new facilities when constructed. There was only one bidder, Quality Locksmith, Inc.

HOURLY COST COMPARISON and TOTAL COST ESTIMATE

Hourly Day Rate:	\$128
Hourly Evening/Weekend/Holiday Rate:	\$196
Trip Charge:	\$128
Material Markup:	30%
Annual Total Cost Estimate:	\$147,156

Staff has reviewed the successful bidder's past eleven years of County experience and recommends approval of a contract based upon experience and the quality of previous work performed for the County.

RECOMMENDATION

Staff recommends that a contract be awarded to Quality Locksmith, Inc., for these services countywide. Staff will continue to solicit separate quotations for clearly defined projects or repairs that are estimated to exceed \$5,000.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding is included in the 2026 County Manager's Recommended Budget for doors, keys, and related services. It is anticipated similar amounts will be included in the County Manager's Recommended Budget in subsequent years.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Mike Lexvold

Author: Mike Lexvold



Board of Commissioners

Request for Board Action

Item Number: DC-4975

Agenda #: 10.1

Meeting Date: 10/21/2025

DEPARTMENT: Elections

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract For Electronic Voting System

PURPOSE/ACTION REQUESTED

Authorize the Public Services and Revenue Division Director, or their designee, to award bid and execute a contract with Election Systems & Software (ES&S) for an electronic voting system.

SUMMARY

By Resolution No. 25-142 (March 25, 2025), the County Board directed the Elections Department to move forward with executing cost-share agreements with election partners and initiate procurement of new voting equipment. All 45 cities, townships, and school districts have signed and executed a cost share agreement to contribute their respective portions of the new voting equipment costs.

A Voting Equipment Procurement Update was provided to the General Government and Policy Committee on September 9, 2025, and reviewed a synopsis of the equipment procurement process to date. The Elections Department released an RFP on May 9, 2025, and five vendors submitted proposals in response in June. The Department elected to see demonstrations from four vendors: all of the vendors currently certified in the state of Minnesota. Those demonstrations occurred in August and gave municipal clerks, election judges, and community members the opportunity to see how different systems work, ask questions, and provide feedback. Dozens of municipal clerks, their deputies and election judges were in attendance. We also invited accessibility advocacy groups and members of the disability community and had voters with visual and hearing impairments attend demonstrations. The input gathered helped to guide staff recommendation on which equipment best meets the needs of our voters and community.

This purchase includes all required equipment, including hardware, software, training, and support. Updating this equipment ensures that our elections continue to be secure, accurate, and efficient, while also meeting standards required by law.

The equipment will be first utilized at the August 11, 2026 State Primary Election. Prior to its use, the Elections Department will provide multiple opportunities for voters and interested stakeholders to test and experience the new system. The Department will also collaborate with the County Communications Team to share information broadly with the public, ensuring that voters understand how the new system works and where they can learn more information. Demonstration machines will be available for public use in the County Elections Office for six weeks leading up to the election.

Staff reviewed the proposals thoroughly, watched demonstrations, examined all equipment and recommend award of the contract to Election Systems & Software (ES&S), in an amount not to exceed \$3,839,965 for an electronic voting system.

RECOMMENDATION

Staff recommends a contract with Election Systems & Software (ES&S) for an amount of \$3,839,965.

EXPLANATION OF FISCAL/FTE IMPACTS

The cost of the 5-year contract with ES&S is estimated to cost \$3,839,965. Funding for the purchase has been authorized in the 2025 elections budget. Cities, towns, and school districts will contribute their share of the costs. Dakota County will contribute 60% of the costs. Cities and townships will contribute 30% of the costs, and school districts will be responsible for the remaining 10% of costs. The cost-share applies to the initial equipment purchase, as well as ongoing licensing and maintenance costs. A 5-year, interest-free payback approach has been adopted to mitigate immediate budget impacts, with payments beginning in 2027.

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

RESOLUTION

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

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

WHEREAS, the Elections Department released an RFP on May 9, 2025, and five vendors submitted proposals in response in June; and

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

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

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

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

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

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

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

WHEREAS, updating this equipment ensures that our elections continue to be secure, accurate, and efficient, while also meeting standards required by law.

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

PREVIOUS BOARD ACTION

25-142; March 25, 2025

ATTACHMENTS

Attachment: Vendor Selection Summary

BOARD GOALS

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

CONTACT

Department Head: Michelle Blue

Author: Michelle Blue

Evaluation Summary for Electronic Voting System

Services Information

Services Description and Scope of Services:

The vendor will provide a comprehensive electronic voting system to manage the administrative process for casting, counting, compiling, and reporting votes in all elections in the County.

Deliverables:

The vendor will provide a fully integrated system that consists of:

- precinct ballot counters
- central ballot counters
- ballot marking devices
- ballot printers
- elections system management software and associated components
- implementation services, staff training, and documentation
- post-implementation technical support and maintenance

Public Engagement:

Over the course of demonstrations held in August 2025, municipal clerks, their deputies, and election judges had the opportunity to review and test the proposed systems. Accessibility advocacy groups and voters with disabilities were also invited and provided feedback.

Schedule:

We will work with the selected vendor to develop a timeframe for implementation and deployment. New equipment is expected to be purchased in the first quarter of 2026. A comprehensive training will be developed for County staff, Municipal Clerks, and election judges. The equipment will be first utilized for the August 11, 2026 State Primary Election.

Selection Summary

Request for Proposals (RFP):

On May 9, 2025, Dakota County initiated an RFP process for new voting equipment. Five proposals were received by the stated deadline of June 13, 2025. The companies who responded were: Clear Ballot, Dominion Voting Systems (DVS), Election Systems & Software (ES&S), Hart Intercivic, and SeaChange's Omniballot.

Review Team selection process:

The received proposals were reviewed by a Selection Committee comprised of Election Department staff and leadership. Proposals were reviewed and ranked independently by each committee member, with support and feedback from the County IT department. The committee met on September 18, 2025, to discuss the proposals, share information regarding individual member evaluations, and to reach consensus on how to proceed. Two finalists emerged: Dominion Voting Systems (DVS), which is the County's current provider, and Election Systems & Software (ES&S).

One challenge with the equipment proposed by Dominion Voting Systems is that the precinct tabulator would require upgrading to a larger display screen. The existing display does not comply

Attachment: Vendor Selection Summary

with provisions of the EAC's VVSG 2.0 which require a minimum diagonal display size of 7.9 inches for messages to voters and election judges. The vendor was unable to provide a cost for this upgrade but verified that it would require on-site visits from multiple trained technicians. As equipment is stored at twelve separate sites, upgrading 200 tabulators would require a significant expense.

Although Dominion Voting Systems proposes a lower initial purchase price, it is unclear if they will remain a less expensive option over the term of the contract when considering the cost of the screen upgrade. After all factors were considered, the Committee selected Election Systems & Software (ES&S) as the solitary finalist.

The evaluation committee evaluated the proposals based on the following criteria:

- In-person demonstration
- General requirements
- Pricing
- Project team, organization, and expertise of key personnel
- Quality control and support
- Training and documentation
- Performance on similar projects

Summary of five-year proposed costs among the top two finalists:

	Election Systems & Software (ES&S)	Dominion Voting Systems (DVS)
Ballot Tabulators & Peripherals	\$1,751,300	\$1,452,298
Assisted Voting Devices & Peripherals	\$1,022,500	\$1,206,827
Central Count Scanners	\$273,450	\$110,000
Ballot Printers	\$29,075	\$13,080
Election Server & Software	\$113,806	\$38,480
Election Day Support	\$96,635	\$68,369
Installation, Shipping, and Training	\$94,300	\$73,000
Licensing & Warranty Costs	\$758,899	\$852,534
Future Upgrade to Tabulator Screen	Not Needed	(Cost Unknown)
Discount	(\$300,000)	(\$718,044)
	\$3,839,965	\$3,096,544

Evaluation Results:

Although all responses received were well-done, the breadth of experience offered by Election Systems & Software (ES&S) is unparalleled by any of the other respondents. ES&S equipment is used in 78 counties in Minnesota. They have technicians and support personnel that live within the state of Minnesota, and no other vendors have this. They understand Minnesota election laws and regulations, have the capacity to provide superior service, and are highly regarded and trusted by their existing clients.

Recommendation:

Scoring staff unanimously recommends the firm of ES&S be awarded a contract for an electronic voting system. Their proposal best meets the County's requirements for security, accessibility, usability, and long-term support. ES&S demonstrated strong reliability during testing and received the most favorable feedback from election officials and accessible voters.



Board of Commissioners

Request for Board Action

Item Number: DC-4926

Agenda #: 10.2

Meeting Date: 10/21/2025

DEPARTMENT: Elections

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Public Services and Revenue Division Director, or their designee, to renew the current contract for with SeaChange for furnishing, printing, and mailing of optical scan ballots.

SUMMARY

The County is required to purchase and appropriate ballots for use during upcoming elections. By Resolution No. 24-280 (May 21, 2024), the County Board authorized a contract with SeaChange for ballot printing and mailing services in 2024 and 2025. The contract is up for renewal on December 31, 2025.

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

All mailed absentee ballots now originate from Dakota County as a result of the 2024 joint powers agreement with the cities, towns, and school districts in the County for absentee ballot services. The agreement includes a cost-share framework and revenue will be collected from these partners for their share of absentee voting costs, including printing and mailing ballots.

When the procurement process for printing and mailing ballots was conducted in 2024, SeaChange's comprehensive cost of a mailed ballot packet was the lowest among all bidders. The contract does not escalate pricing upon contract renewal.

SeaChange produces over 75 percent of the absentee and election day supplies used in the State of Minnesota. They currently print ballots for 54 counties in the State and also mail ballots for a subset of those customers.

Staff recommends adding an additional \$450,000 to this agreement to ensure adequate costs for the furnishing, printing, and mailing of optical scan election ballots through 2026. This estimated contract maximum assumes contingencies for large format ballots and high voter turnout.

RECOMMENDATION

Staff recommends the County Board authorize the Public Services and Revenue Division Director, or their designee, to renew the current contract with SeaChange for furnishing, printing, and mailing of optical scan ballots, and add an additional \$450,000 to the contract maximum for ballots through 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The required funds of \$450,000 is included in the 2026 recommended County Manager budget for election support, printing, and postage.

The joint powers agreement for absentee voting includes a cost-share framework and revenue will be collected from all partners for their share of absentee voting costs, including printing and mailing ballots.

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

24-280; 5/21/24

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACT

Department Head: Michelle Blue

Author: Michelle Blue



Board of Commissioners

Request for Board Action

Item Number: DC-4965

Agenda #: 10.3

Meeting Date: 10/21/2025

DEPARTMENT: Elections

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Elections Director to submit a grant application to the Minnesota Secretary of State's Office for accessibility signage and equipment

SUMMARY

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

The Office of the Minnesota Secretary of State has now identified that up to \$20,000 per jurisdiction may be awarded. Through consultation with disability advocates, their top priorities are, among other things, signs that improve the access to buildings where polling places are located, and signs, tools, or enhancements to facilitate assistance with registration and voting outside the polling place (curbside voting).

Dakota County Elections is therefore eligible to submit a grant application in an amount up to \$20,000 to the Minnesota Secretary of State's Office for materials that support accessibility improvements to polling places for individuals with disabilities. This is a onetime appropriation with no matching requirements and no other associated costs.

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

RECOMMENDATION

Staff recommends that Dakota County Elections submit a grant application to the Minnesota Secretary of State's Office for materials that support accessibility improvements to polling places for individuals with disabilities in an amount up to \$20,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The Elections Department budget will be amended as necessary if requested funds are awarded and accepted.

☒ None

☐ Current budget

☐ Other

☐ Amendment Requested☐ New FTE(s) requested**RESOLUTION**

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

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Michelle Blue

Author: Michelle Blue



Board of Commissioners

Request for Board Action

Item Number: DC-4974

Agenda #: 10.4

Meeting Date: 10/21/2025

DEPARTMENT: Service and License Centers

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Service and License Center Director to amend the contract with ArcaSearch LLC to complete payment and finalize digitalization of historical birth, death, and marriage records.

SUMMARY

The request to redigitize over 80,000 historical marriage records and over 40,000 historical birth and death records was approved during the 2024 budget cycle using County Wide BIP. The current computer images are very difficult to read often resulting in staff having to look through the original books. Most of the books are well over 100 years old and are very fragile. In an effort not to look through the original books as often, staff recommended the images be redigitized.

The initial quote of \$92,970 was based on page estimates out of original physical books. The final invoice came in at \$107,255.30 based on actual page counts out of those books. Since the total cost now exceeds \$100,000, per policy 2751, we are seeking approval to amend the contract.

RECOMMENDATION

Staff recommends the Board authorize the Service and License Center Director to execute a contract amendment with ArcaSearch LLC to complete final payment.

EXPLANATION OF FISCAL/FTE IMPACTS

The difference of \$14,285.30 will be paid out of available funds within the Service and License Center budget.

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

RESOLUTION

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

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

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

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

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

PREVIOUS BOARD ACTION

23-605, 12/19/23

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Kasha McLay

Author: Kasha McLay



Board of Commissioners

Request for Board Action

Item Number: DC-4939

Agenda #: 11.1

Meeting Date: 10/21/2025

DEPARTMENT: Office Of Risk Management

FILE TYPE: Regular Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the renewal and purchase of the county's cyber security insurance contract with AIG Specialty Insurance Company.

SUMMARY

Dakota County has carried a cyber security insurance policy since October 2019. In the years since, public sector organizations have experienced a rise in cyber-attacks, including increasingly sophisticated ransomware and data breach incidents. These developments previously drove up insurance premiums and made coverage more difficult to secure.

Recently, however, market conditions have shifted. Greater capacity within the insurance industry and heightened competition have helped ease the market, resulting in stable or slightly reduced premiums-even as cyber threats continue to evolve. A recent market analysis shows that public sector entities renewing their policies in 2025 are commonly seeing rate reductions between 0% and 2.5%.

Over the past several months, staff from the Office of Risk Management and Information Technology have collaborated with Dakota County's insurance broker, Gallagher Risk Partners, to market the County's cyber security insurance coverage. This effort included completing detailed applications and conducting a formal solicitation process. Simultaneously, Information Technology staff have continued to strengthen Dakota County's cyber security controls-an essential factor in enhancing Dakota County's competitiveness in securing cyber insurance coverage.

The County's coverage was marketed on a limited basis since many cyber security insurers do not write policies for public sector entities. As the incumbent insurer, AIG offered a substantial premium reduction for a renewal which further narrowed the competitive pool. Only one other carrier, STARR Insurance, was able to offer a competitive quote that was contingent on a higher deductible level of \$250,000. AIG offered the lowest quote/deductible level, is the long standing Cyber insure for the County and the industry recognized leader in the Cyber insurer sector.

AIG has stringent control standards and while they are not currently writing any new public sector clients, they recognize Dakota County as a good client and responded with a renewal quote that reflects a reduction in premium from \$105,616 to \$95,284 (9.78%). Consistent with the renewal in

2024, the deductible on the policy was maintained at \$100,000. The aggregate limit of the policy remains the same as the expiring policy at \$3,000,000.

The attachment provides a summary of the cyber insurance premium trends for the past five years.

RECOMMENDATION

Staff recommends the Board authorize the Deputy County Manager to renew the cyber security insurance contract with AIG Specialty Insurance Company (AIG) for the policy period October 31, 2025, through October 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The insurance premium amount of \$95,284 is included in the Office of Risk Management 2025 adopted general liability insurance budget.

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

RESOLUTION

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

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

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

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

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

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

PREVIOUS BOARD ACTION

24-527; 10/29/24

ATTACHMENTS

Attachment: Cyber Insurance Renewal Summary

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Jenny Groskopf

Author: Sarah Fenske

Attachment A: Cyber Insurance Renewal Summary

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Insurer	AIG	AIG	AIG	AIG	AIG
Losses Reported	0	0	2	2	-
Premium	\$111,431	\$138,073	\$127,300	\$105,616	\$95,284
Retention	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Limits of Liability Coverage	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000



Authorization To Renew Cyber Security Insurance with AIG Specialty Insurance Company

**Jenny Groskopf – Director Risk &
Emergency Management**

Top Threats & Risks



RANSOMWARE ENCRYPTION ATTACKS



- ❑ Remote Desktop Protocol ("RDP") Compromise
- ❑ Email Phishing
- ❑ Software Vulnerabilities

SERVICE PROVIDER AND VENDOR RISK



- ❑ Software and Hardware Vulnerabilities
- ❑ Vendor Management and Due Diligence

EMAIL PRIVACY INCIDENTS



- ❑ User Error

BUSINESS EMAIL COMPROMISE



- ❑ Weak or Reused Passwords
- ❑ Single-Factor Authentication
- ❑ Legacy Protocols
- ❑ Social Engineering
- ❑ Spoofed Domains

NETWORK INTRUSIONS AND DATA THEFT



- ❑ Exfiltration / Extortion
- ❑ Trojans / Malware

"INSIDER THREATS"

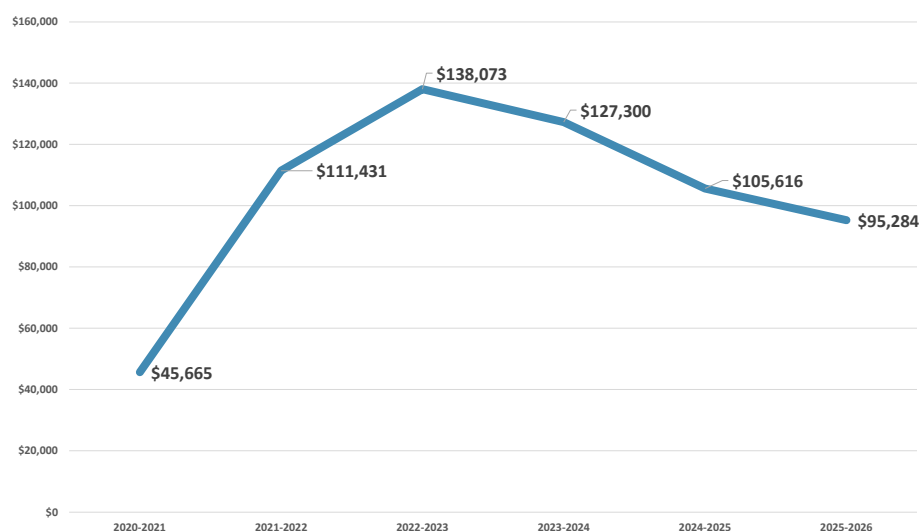


- ❑ Employee onboarding / offboarding

Cybersecurity Awareness



Cyber Insurance Premium Trend



Core Elements of 2025 Cyber Renewal



- Pro-active management of Cyber security with Risk & IT working closely with our cyber broker and insurer.
 - These actions have kept Dakota County competitive in the cyber market
- Maintained high levels of coverage for lowest premium with industry leading Cyber insurance carrier-AIG.
- 2025 renewal premiums for public entities trending with 0–5% decline.
- Dakota County received a notably larger reduction of 9.78%.

Request for Board Action



Authorize the renewal of Cyber
Security Insurance with AIG
Specialty Insurance Company for
coverage dates of:
10/31/2025-10/31/2026



Board of Commissioners

Request for Board Action

Item Number: DC-4888

Agenda #: 12.1

Meeting Date: 10/21/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Regular Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the execution of a Joint Powers Agreement (JPA) between the Vermillion River Watershed Joint Powers Organization (VRWJPO) and Dakota County (County) to administer a Vermillion River Watershed Enhanced Street Sweeping Study.

SUMMARY

As a regulated entity under the Minnesota Pollution Control Agency's (MPCA's) Municipal Separate Storm Sewer Program (MS4) General Permit, Dakota County currently is assigned eight Waste Load Allocations (WLAs) for various pollutants, four of which are located in, or associated with the Vermillion River Watershed. Under the MS4 General Permit, permittees are required to implement pollution-prevention measures to address pollutant loading sourced from stormwater discharges. One such mechanism to reduce pollutant loading from municipal operations is street sweeping.

Improved water quality from street sweeping is a topic of emerging research in the state of Minnesota. Studies highlight enhanced street sweeping programs as highly cost-effective, non-structural best management practices (BMPs) capable of removing large quantities of Total Phosphorus (TP) and Total Suspended Solids (TSS).

Enhanced street sweeping goes beyond standard sweeping by using more frequent schedules and higher-efficiency equipment to capture not only large debris like leaves and trash but also fine sediments that carry pollutants such as phosphorus, nitrogen, and metals. Enhanced sweeping is primarily implemented to improve water quality and help municipalities meet stormwater permit and regulatory requirements.

This study will evaluate Dakota County's existing street sweeping program within the Vermillion River Watershed and analyze opportunities for improvement to achieve higher levels of pollutant load reductions in targeted sub-watersheds. Additionally, within the VRWJPO, there are ten entities regulated under the Minnesota Pollution Control Agency's MPCA's MS4 General Permit, which will benefit from the study through the Vermillion River Watershed's participation.

Several watershed districts and MS4 communities across the State of Minnesota have invested in enhanced street sweeping studies to help prioritize geographic areas for targeted enhanced street sweeping, as it is one of the most cost-effective BMPs for phosphorus removal. Regulated MS4s

within the VRWJPO are aware of such studies and have expressed interest in completing a VRWJPO enhanced street sweeping study (Study) to improve area water quality. The VRWJPO, in partnership with the County, proposes to complete the Study to provide regulated MS4s data needed to implement this cost-effective BMP and help achieve their Waste Load Allocations, a regulatory requirement mandated by the MPCA.

The VRWJPO plans to bring the JPA to their Board on September 25 for approval and execution.

RECOMMENDATION

Staff requests the County Board authorize the Physical Development Director to execute a JPA with the VRWJPO for the Study.

EXPLANATION OF FISCAL/FTE IMPACTS

The cost to complete the Study is \$83,530. The VRWJPO and the County will each contribute \$41,765 in 2026 to complete the Study. Funds are planned in the current 2026 Draft Environmental Resources Capital Improvement Program (CIP) for this study, which is solely funded by the Environmental Legacy Fund. Should the 2026 Draft CIP not be approved as currently proposed, the JPA has a clause written within it for the County to not participate in the study.

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

RESOLUTION

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

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

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: DCA23339 JPA-VRWJPO-Dakota County Street Sweeping Study - DRAFT

Attachment: Presentation Slides

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Cole Johnson

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND THE COUNTY OF DAKOTA
FOR ADMINISTRATION OF AN ENHANCED STREET SWEEPING STUDY**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the County of Dakota (County) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the Federal Clean Water Act (CWA) prohibits the discharging of point-source pollutants into a water of the United States via issuance of National Pollutant Discharge Elimination System (NPDES) permits; and

WHEREAS, Minnesota Administrative Rule 7090 establishes criteria and processes for designating municipal separate storm sewer system (MS4) stormwater conveyances as regulated non-point pollution sources; and

WHEREAS, the Minnesota Pollution Control Agency (MPCA) regulates stormwater runoff via the implementation of the MS4 General Permit; and

WHEREAS, regulated MS4 Local Governmental Units (LGUs) are assigned wasteload allocations (WLAs) for waterbodies that have been listed as impaired on the CWA Section 303(d) Impaired Waters List following the completion of a Total Maximum Daily Load (TMDL) study; and

WHEREAS, the VRWJPO has six stream reaches listed as impaired by total suspended solids (TSS) and five lakes listed as impaired by total phosphorus (TP) subject to MS4 LGU annual TMDL reporting; and

WHEREAS, the County has one additional stream reach that receives pollutant loading from the VRWJPO listed as impaired by TSS subject to annual TMDL reporting; and

WHEREAS, in accordance with the MS4 General Permit, regulated MS4 LGUs must implement measures to reduce pollutant loading to impaired waterbodies and annually report WLA reductions to the MPCA; and

WHEREAS, street sweeping is one such measure that must be implemented to remove organic matter known to be a source of pollutants; and

WHEREAS, historically, LGUs have implemented street sweeping operations once in the spring aligning with snow melt and once in the fall aligning with leaf drop; and

WHEREAS, in 2022, University of Minnesota (U of M) Professor Sarah Hobbie demonstrated that street sweeping is a highly cost-effective way to reduce TP and TSS in stormwater; and

WHEREAS, the U of M Water Resources Center and Minnesota Sea Grant partnered with the MPCA to develop a general Street Sweeping Phosphorus Credit Calculator to utilize for annual TMDL reporting; and

WHEREAS, Watershed Management Organizations across the state have supported further optimization of local enhanced street sweeping programs using watershed-specific data to further reduce TP and TSS pollutant loading; and

WHEREAS, the VRWJPO administered a Request for Proposals to complete a Enhanced Street Sweeping Study (Study) within the political boundary of the VRWJPO and received four competitive proposals; and

WHEREAS, VRWJPO and Dakota County staff evaluated the four proposals and ranked WSB as providing the highest scoring proposal; and

WHEREAS, the VRWJPO has entered into a contract with WSB to complete the Study; and

WHEREAS, the Study will model TSS and TP pollutant loading under various conditions, present a cost-benefit analysis and suit of a suite of enhanced sweeping programs (return on investment vs. costs to implement), and provide recommendations to enhance sweeping programs for all MS4 LGUs within the VRWJPO; and

WHEREAS, the total contract amount for the Study is \$83,530 (Project Cost); and

WHEREAS, the VRWJPO and County have agreed to cooperatively participate in completing the Study and have funding available in their respective Budgets to jointly participate in the costs.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the VRWJPO and County shall derive from this Agreement, the VRWJPO and County hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1 PURPOSE

This Agreement defines the responsibilities and cost-sharing obligations of the Study of the VRWJPO and County.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and County.

ARTICLE 3 TERM

This Agreement is effective upon the date of the signatures of the Parties to this Agreement and shall remain in effect until May 31, 2027, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 COOPERATION

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

ARTICLE 5 ADMINISTRATION

The VRWJPO is the lead agency for oversight of Study development, effective upon execution of this Agreement by all parties. Work associated with Study completion shall not commence until January 1, 2026. The VRWJPO shall coordinate directly with the Study's consultant, including County representation on all correspondence.

ARTICLE 6 PAYMENT

6.1 The parties shall make the following contributions towards the Project Cost. The VRWJPO will administer the contract and act as the paying agent for all payments to the Study consultant.

6.1.1 The VRWJPO shall contribute \$41,765 towards the Project Cost.

6.1.2 The County shall contribute \$41,765 towards the Project Cost.

6.2 No payment shall be made prior to the City's sharing of the City's consultant's engineering and feasibility investigation information and data for the Projects with the VRWJPO and execution of this Agreement.

6.3 The County shall pay its share of the Project Cost to the VRWJPO on a reimbursement basis up to the maximum amount identified in Section 6.1.2. The VRWJPO shall invoice the County for its share of Project Cost once the Study has been completed. The County shall make payment to the VRWJPO within thirty-five (35) days of receipt of an invoice from the VRWJPO provided the invoice shall be supported by itemized receipts and invoices from the VRWJPO's contracted consultant for the Study.

6.4 The County may refuse to pay the invoice for services and fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the County from questioning the propriety of the claimed services or fees. The County reserves the right to be repaid for any overpayment or disallowed claimed services or fees.

ARTICLE 7 OBLIGATIONS

7.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used by the VRWJPO for the payment of costs directly related to the Study.

7.2 CONTENT REQUIREMENTS. The Study shall be completed according to the objectives outlined in the accepted WSB proposal, dated May 9, 2025. The VRWJPO and County shall approve any modifications to the scope of the Study.

7.3 COMPLIANCE WITH LAWS/STANDARDS. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in executing the Study.

ARTICLE 8 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The County agrees to defend, indemnify, and hold harmless the VRWJPO against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the County is responsible, including negligent acts or omissions of the County and/or those of County employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. The VRWJPO warrants that it can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that it has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims

or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9 AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be made to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Tom Wolf or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th St. W #103
Farmington, MN 55024
Telephone: (612) 229-5855
twolf@co.scott.mn.us

TO THE COUNTY: Georg Fischer or successor, Director
Dakota County Physical Development Division
14955 Galaxie Ave.
Apple Valley, MN 55124
Telephone: (952) 891-7007
georg.fischer@co.dakota.mn.us

In addition, notification to the VRWJPO regarding termination of this Agreement by the City shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

9.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the City. The VRWJPO and the City shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Kelly Perrine
Senior Watershed Specialist
Telephone: (952) 891-7002
Email: kelly.perrine@co.dakota.mn.us

County Liaison: Cole Johnson
Water Resources Project Supervisor
Telephone: (952) 891-7539
Email: cole.johnson@co.dakota.mn.us

ARTICLE 10 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the County.

ARTICLE 11 TERMINATION

11.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by any of the parties in the event of a default by one party. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

11.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO or County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The terminating body shall remain obligated to pay for any invoices received prior to any parties' receipt of written notice of termination for lack of funding.

ARTICLE 12 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed under the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

ARTICLE 13 MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 14 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

ARTICLE 15 GOVERNMENT DATA PRACTICES

The County and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the County or the VRWJPO.

ARTICLE 16 SURVIVABILITY

The provisions of Article 8 (Indemnification) and Article 15 (Government Data Practices) survive the expiration or termination of this Agreement.

ARTICLE 17
DEFAULT: FORCE MAJEURE

No party shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other parties as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, pandemic, acts of civil or military authority, and natural disasters.

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

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

DAKOTA COUNTY

By: _____
Tom Wolf or successor, Chair

By: _____
Georg Fischer, Director
Physical Development Division

Date of Signature: _____

Date of Signature: _____

Assistant Dakota County Attorney/Date
KS-25-493
VRW Res. No.25-40
Dakota County Res. No.



Authorization to Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization for Enhanced Street Sweeping Study

Cole Johnson, Water Resources Project Supervisor – Dakota County
Kelly Perrine, Senior Watershed Specialist – Vermillion River Watershed
Joint Powers Organization

October 21, 2025

Overview



- What is Enhanced Street Sweeping?
- Study Goals
- Outcomes
- Project Partners
- Requested Action

What is Enhanced Street Sweeping?



- Goes beyond routine debris removal
- Can be more cost-effective than other pollutant reduction practices
- Utilizes data to determine where, when, and how often sweeping has the greatest benefit
- Helps optimize routes and schedules targeting high-impact areas for pollutant removal



Study Goals



- Evaluate current street sweeping practices using data and performance metrics
- Identify opportunities to improve pollutant removal and operational efficiency
- Support MS4 permit compliance and stormwater management goals



Outcomes



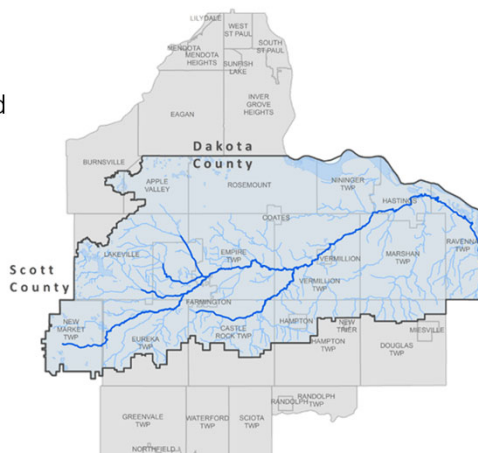
- Strategy for progress towards meeting State-mandated water quality regulations (Waste Load Allocations)
- Reduces sediment, phosphorus, and other pollutants entering local waterways
- Supports clean water and watershed protection goals
- Cost effective Best Management Practice (BMP)
- Report summarizing findings available in 2026



Project Partners



- Funding Agencies
 - Dakota County
 - Vermillion River Watershed
- Other Benefiting LGUs
 - Apple Valley
 - Burnsville
 - Empire
 - Farmington
 - Hastings
 - Lakeville
 - Rosemount
- Consulting Engineer
 - WSB, LLC.



Requested Action



- Dakota County Board of Commissioners authorizes the Physical Development Director to execute a Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization for an enhanced street sweeping study



Questions?



Board of Commissioners

Request for Board Action

Item Number: DC-5006

Agenda #: 13.1

Meeting Date: 10/21/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Regular Action

TITLE

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

PURPOSE/ACTION REQUESTED

Hold a closed executive session.

SUMMARY

The Dakota County Attorney has advised that prior to closing a County Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the County Board must resolve by majority vote to close the meeting.

RECOMMENDATION

The County Manager has recommended that a closed executive session be held pursuant to attorney-client privilege during the Dakota County Board meeting of October 21, 2025, to discuss the following:

- Legal strategy in Caleb Duffy v. Dakota County et al.

EXPLANATION OF FISCAL/FTE IMPACTS

Fiscal impact will be discussed in closed session.

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

RESOLUTION

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

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

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

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5007

Agenda #: 13.2

Meeting Date: 10/21/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Regular Action

TITLE

Closed Executive Session: Discussion of Legal Strategy in Josephine Adu-Gyane et al. v. Dakota County et al.

PURPOSE/ACTION REQUESTED

Hold a closed executive session.

SUMMARY

The Dakota County Attorney has advised that prior to closing a County Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the County Board must resolve by majority vote to close the meeting.

RECOMMENDATION

The County Manager has recommended that a closed executive session be held pursuant to attorney-client privilege during the Dakota County Board meeting of October 21, 2025, to discuss the following:

- Legal strategy in Josephine Adu-Gyane et al. v. Dakota County et al.

EXPLANATION OF FISCAL/FTE IMPACTS

Fiscal impact will be discussed in closed session.

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

RESOLUTION

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

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

WHEREAS, the Dakota County Board of Commissioners (Board) seeks legal advice from the County Attorney with respect to litigation strategy, the public disclosure of which would be detrimental to the

County's defense of this matter; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-4995

Agenda #: 16.1

Meeting Date: 10/21/2025

Information

See Attachment for future Board meetings and other activities.

October 21, 2025

Tuesday

- 9:00 AM - 9:00 AM** **Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast**
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
- 9:30 AM - 9:30 AM** **Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 9:30 AM - 9:30 AM** **Regional Railroad Authority (or following CB) - CANCELED**
- 3:00 PM - 3:00 PM** **Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom**

October 22, 2025

Wednesday

- 9:15 AM - 9:15 AM** **Metropolitan Mosquito Control District Commission Meeting -- Metropolitan Government Center, 2099 University Avenue West, St. Paul**
- 4:30 PM - 4:30 PM** **Minnesota Valley Transit Authority -- Burnsville Bus Garage, 11550 Rupp Drive, Burnsville**

October 23, 2025

Thursday

- 1:00 PM - 1:00 PM** **Vermillion River Watershed Joint Powers Board Meeting - CANCELED --**
- 7:00 PM - 7:00 PM** **Dakota County Planning Commission Meeting - CANCELED --**

October 24, 2025

Friday

- 8:30 AM - 8:30 AM** **Dakota-Scott Workforce Development Board Meeting -- Northern Service Center, 1 Mendota Road West, Room 520, West St. Paul**

November 4, 2025

Tuesday

- 9:00 AM - 9:00 AM** **Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast**
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
- 9:30 AM - 9:30 AM** **Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

November 4, 2025 Continued

Tuesday



Board of Commissioners

Request for Board Action

Item Number: DC-4996

Agenda #: 17.1

Meeting Date: 10/21/2025

Adjournment