



Dakota County

General Government and Policy Committee of the Whole

Agenda

Tuesday, July 9, 2024

9:30 AM

**Conference Room 3A, Administration
Center, Hastings**

(or following County Board)

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Emails must be received by 7:30am on the day of the meeting.
Instructions on how to participate will be sent to anyone interested.

1. Call To Order And Roll Call

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

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the agenda or an item on the consent agenda may come forward at this time. Comments are limited to five minutes.

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

3.1 Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

4. County Administration - Approval of Minutes

4.1 Approval of Minutes of Meeting Held on June 25, 2024

5. Enterprise Finance and Information Services

**5.1 *EFIS Administration* - Authorization To Amend Joint Powers Agreement
Establishing The Criminal Justice Network**

REGULAR AGENDA

6. Enterprise Finance and Information Services

**6.1 *Finance* - Adoption Of Reimbursement Resolution For Lebanon Hills
Maintenance Facility Project**

- 7. County Manager's Report
- 8. Future Agenda Items
- 9. Adjournment
 - 9.1 Adjournment

For more information, call 651-438-4417

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<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



General Government and Policy Committee of the Whole

Request for Board Action

Item Number: DC-3582

Agenda #: 3.1

Meeting Date: 7/9/2024

Approval of Agenda (Additions/Corrections/Deletions)



General Government and Policy Committee of the Whole

Request for Board Action

Item Number: DC-3583

Agenda #: 4.1

Meeting Date: 7/9/2024

Approval of Minutes of Meeting Held on June 25, 2024



Dakota County

General Government and Policy Committee of the Whole

Minutes

Tuesday, June 25, 2024

9:30 AM

**Conference Room 3A, Administration
Center, Hastings**

(or following County Board)

1. Call To Order And Roll Call

This meeting was called to order at 9:52 a.m. by Commissioner Workman.

Present

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

Also in attendance were Tom Novak, Interim County Manager; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

The audio recording of this meeting is available upon request.

2. Audience

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

No comments were received for this agenda.

Risk and Homeland Security Manager Jenny Groskopf introduced new Emergency Management Manager Kelly Miller.

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

3.1 Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 7

CONSENT AGENDA

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

4. County Administration - Approval of Minutes

4.1 Approval of Minutes of Meeting Held on June 4, 2024

Motion: Mike Slavik

Second: Joe Atkins

Ayes: 7

5. Enterprise Finance and Information Services

5.1 Report On Budget Amendments, Year-End Projections For Operations And Contracts

Information only; no action requested.

REGULAR AGENDA

6. Public Safety

6.1 Authorization To Add 12 Full-Time Equivalent Positions Required To Staff Jail Integrative Health Unit

Motion: Laurie Halverson

Second: Joe Atkins

Sheriff Joe Leko briefed this item and responded to questions.

WHEREAS, the Sheriff is mandated to provide care of those in custody per Minnesota Administrative Rules 2911.5800, and Minn. Stat. § 641.15; and

WHEREAS, in 2020, the Dakota County Dakota County's Office of Planning and Analysis completed a jail needs assessment and recommended the addition of the 28-bed Integrative Health Unit to address the medical and mental health needs of inmates; and

WHEREAS, the Dakota County Board of Commissioners approved the construction of the Integrative Health Unit which is scheduled for completion in the first quarter of 2025; and

WHEREAS, the Minnesota Department of Corrections and the Dakota County Office of Planning and Analysis conducted a staffing need assessment for the new unit and determined that it would require an additional 12 Full-Time Equivalent (FTE) Correctional Deputies; and

WHEREAS, the Sheriff identified an alternative and less costly approach to staff the new unit utilizing 11.0 FTE, grade 105 to backfill existing Correctional Deputy administrative and non-inmate contact duties; and

WHEREAS, the Sheriff is requesting 12.0 FTE consisting of 11.0 FTE in grade 105 and 1.0 FTE Correctional Deputy in grade 106 to fulfill the requirement and begin hiring and training staff in the anticipation of the Integrative Health Unit; and

WHEREAS, the costs associated with the new positions in 2024 will be covered

by the Sheriff's budget savings at a zero net cost to the county in 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Sheriff is hereby authorized to add 12.0 Full-Time Equivalent (FTE) positions, consisting of 11.0 FTE in grade 105, and 1.0 FTE in grade 106, to begin the process of staffing the jail's Integrative Health Unit that is anticipated to open in the first quarter of 2025, with the cost associated with the new positions in 2024 to be covered by the Sheriff's budget savings.

This item was approved and recommended for action by the Board of Commissioners on 7/9/2024.

Ayes: 7

7. County Manager's Report

Interim County Manager Tom Novak briefly mentioned that discussion will be held on the future County funding approach to Dakota 911 at the July 9 General Government and Policy Committee of the Whole.

8. Future Agenda Items

No future agenda items were discussed.

9. Adjournment

9.1 Adjournment

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

Ayes: 7

Respectfully submitted,
Jeni Reynolds
Sr. Administrative Coordinator to the Board



General Government and Policy Committee of the Whole

Request for Board Action

Item Number: DC-3549

Agenda #: 5.1

Meeting Date: 7/9/2024

DEPARTMENT: Enterprise Finance and Information Services Administration

FILE TYPE: Consent Action

TITLE

Authorization To Amend Joint Powers Agreement Establishing The Criminal Justice Network

PURPOSE/ACTION REQUESTED

Authorize the Enterprise Finance and Information Services Director to amend the joint powers agreement establishing the Criminal Justice Network to allow for amendment of the budget funding structure in 2026 and add the City of Plymouth as a party to the agreement and member of the Criminal Justice Network Board of Directors.

SUMMARY

Dakota County entered into a five-year joint powers agreement effective January 1, 2022, with the cities of Burnsville, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South Saint Paul, and West Saint Paul forming the Criminal Justice Network (CJN). CJN's role is to provide applications and services focused on information sharing and integration among Dakota County law enforcement agencies, the County Sheriff, the County Attorney, departments within County government, Dakota County District Court, and law enforcement agencies across the state.

The CJN Board of Directors desires to amend the joint powers agreement to address three issues. The first amendment changes include:

1. Amend the annual budget funding structure in fiscal year 2026 and correct a scrivener's error in the Agreement to correctly reflect an initial term of the joint powers agreement as five years. The proposed budget funding structure for the annual budget will change from the current formula of using population percentages to fund the Operations Fund and percentage of total users to fund the Records Management System Fund to 50% population and 50% user count for all funds.
2. Add the City of Plymouth as a party to the Agreement and member of the CJN Board of Directors.
3. Establishes the City of Plymouth's \$400,000 contribution to the current records management system project as well as other ongoing contributions.

All other items in the original joint powers agreement remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

RECOMMENDATION

Staff recommends that the Board authorize the Enterprise Finance and Information Services Director to amend the joint powers agreement establishing the Criminal Justice Network.

EXPLANATION OF FISCAL/FTE IMPACTS

The change in the annual funding formula starting in 2026 does not impact the County's annual subsidy (\$472,642), but it will impact the total amount the Sheriff's Office, as a CJN user, will pay in membership fees. These costs can be accounted for the in 2026 budget.

- | | | |
|--|---|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Current budget | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, Dakota County and the cities of Burnsville, Hastings, Farmington, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul, and West St. Paul approved a joint powers agreement in 2022 creating the Criminal Justice Network (CJN); and

WHEREAS, the CJN Board of Directors wishes to amend the joint powers agreement to address the issues of a change to the budget funding structure, add the City of Plymouth as a member to the CJN Board of Directors and establish Plymouth's contribution to the records management system project; and

WHEREAS, the CJN Board of Directors approved the First Amendment to the joint powers agreement establishing the Criminal Justice Network; and

WHEREAS, the joint powers agreement states that the joint powers agreement may be amended at any time by agreement of all members that have not previously withdrawn from the organization.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Services Director to sign the First Amendment to the joint powers agreement establishing the Criminal Justice Network.

PREVIOUS BOARD ACTION

21-417; 08/24/21

ATTACHMENTS

Attachment: CJN JPA

Attachment: CJN JPA First Amendment

BOARD GOALS

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

CONTACT

Department Head: David McKnight

Author: David McKnight

Joint Powers Agreement Establishing the Criminal Justice Network Board

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This Joint Powers Agreement (as amended from time to time, this “Agreement”) is entered into between the undersigned parties (also referred to herein as “Members”), all being political subdivisions of the State of Minnesota, by and through their respective governing bodies.

RECITALS

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

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

WHEREAS, the parties to this Agreement wish to create and establish a joint powers entity and joint powers board referred to as the Criminal Justice Network to collaboratively accomplish their mutual goals of improving and supporting criminal justice agency information management systems and capabilities.

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

ARTICLE 1 Statement of Purpose and Powers to be Exercised

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

ARTICLE 2 Definitions

- 2.1 **“Board”** means the Criminal Justice (CJN) joint powers board formed by this Agreement.
- 2.2 **“Criminal Justice Network” or “CJN”** means the joint powers entity formed by this Agreement.
- 2.3 **“Initial Member”** is a governmental unit that executed this Agreement as of the Effective Date and created the Criminal Justice Network (CJN) Board.
- 2.4 **“Law Enforcement Agency”** means a unit of state, local government, or federally-recognized tribe that is authorized by law to grant full powers of arrest and to charge a person with the duties of preventing and detecting crime and enforcing the general criminal laws of any state, and/or incarcerating individuals. This includes, without limitation: municipal police departments,

county sheriff departments (both patrol and jail functions), the Minnesota Department of Corrections, the Minnesota Bureau of Criminal Apprehension, and the Minnesota State Patrol.

- 2.5 **“Member”** means an Initial Member and each additional governmental unit satisfying the requirements of Section 5.2 after the Effective Date of this Agreement but excluding any governmental unit that has withdrawn from the Agreement pursuant to Article 11 hereof.
- 2.6 **“Membership Fee”** means the amount of the operating and capital costs of CJN that is charged to an individual Member for a fiscal year.
- 2.7 **“Supermajority”** means two-thirds (66.7%) of the Board representatives.
- 2.8 **“System Fees”** means the amount of money a Member or non-Member pays to access and use the systems and applications developed or purchased by CJN or services provided by CJN. CJN shall not charge System Fees to the County for its non-Law Enforcement Agency users during the Initial Term of this Agreement. A Member’s System Fee is in addition to the Member’s annual Membership Fee.
- 2.9 **“Total Membership Fees”** means the total amount of the operating and capital costs of CJN that is approved by the Board and charged to all Members for each fiscal year to assist in funding the total costs of CJN.
- 2.10 **“Withdrawing Member”** means a Member that has given notice of its intent to withdraw from the Agreement pursuant to Section 11.1.

ARTICLE 3 Term and Effective Date

This Agreement is effective, and the joint powers entity is established, on January 1, 2022, referred to herein as the Effective Date, and shall continue until December 31, 2027, or until terminated as provided in Article 10 or as required by law or court order (“Initial Term”).

ARTICLE 4 Manner of Exercising Powers

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

ARTICLE 5 Membership

- 5.1 Initial Members. The Initial Members are the County of Dakota (“County”), the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul.
- 5.2 Additional Members. In addition to the Initial Members, any governmental unit as defined in Minn. Stat. § 471.59 that maintains a Law Enforcement Agency is eligible to become a Member, subject to the prior approval of the Board, by:

- A. Executing and delivering to the Board a counterpart signature page to this Agreement, indicating its acceptance of the terms and conditions hereof; and
- B. Satisfying such other conditions mandated by the Board at the time as a condition to becoming a Member, and payment of a Membership Fee.

5.3 Requirement of Good Standing. Continued membership in CJN is contingent upon the payment by each Member of the annual Membership Fees as determined by the Board. After being given notice and 30 calendar days to cure any default for non-payment of fees, Members who are not in good standing may be terminated from this Agreement by a Supermajority vote of the Board. Members who are involuntarily terminated by the Board shall not act to discharge any liability incurred or chargeable to the Members before the effective date of termination, and the terminated Member is not entitled to any distribution of assets or fees paid, all as stated in Section 11.2.

ARTICLE 6 Joint Powers Board

6.1 Establishment of the Board. The parties hereby establish the Board as a joint powers board, which shall jointly exercise such powers and authorities as are necessary to achieve its purposes as provided in Article 1. The Board shall be an entity separate from the parties and shall not be deemed to be an agent or partner of the parties to this Agreement.

6.2 Powers of the Board. The Board shall have the following powers and duties:

- A. To take actions necessary and convenient to discharge the duty to implement, maintain and operate the systems and applications necessary for the continuation of CJN and its integration of information systems for criminal justice agencies;
- B. To adopt bylaws and rules or policies consistent with this Agreement that are required to effectively exercise the powers or accomplish the objective of CJN;
- C. To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members;
- D. To enter into contracts in its own name, including contracts to purchase materials, goods, or services and contracts to provide its Members and non-Members with access and use of systems and applications developed or purchased by CJN and other services provided by CJN;
- E. To establish processes for setting and charging System Fees;
- F. To acquire, lease, hold and dispose of property, both real and personal including transfer of property from a Member to CJN;
- G. To arrange with one or more of the Members to incur debt or issue bonds for the benefit of CJN, as permitted by law;
- H. To develop, acquire, operate and maintain applications and systems for criminal justice agencies to improve operational efficiencies, integrate information between criminal justice agencies, including those systems acquired jointly and cooperatively for the benefit of the Members;
- I. To hire, discipline, or discharge employees required to accomplish the purposes of this Agreement, including employing an Executive Director and delegating personnel authority to the Executive Director;

- J. To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and purpose of CJN;
- K. To seek, apply for, and accept appropriations, grants, gifts, loans of money, or other assistance as permitted by law from any person or entity, whether public or private;
- L. To commence any type of legal action or proceeding permitted by law to protect CJN's property and interests;
- M. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article 1 of this Agreement;
- N. To contract with a Member or third party for auditing, financial, human resources, information technology, risk management, legal, and other services as needed for CJN; and
- O. To approve contracting and purchasing policies for CJN.

6.3 Board Representatives and Vacancies.

- A. Board Creation and Composition. The Board shall consist of one Board representative from each of the Members who is appointed by the respective head of the Member's Law Enforcement Agency. Each Member shall also be entitled to appoint an alternate Board representative, who shall act for the Board representative during that individual's absence. In addition, for the Initial Term of this Agreement, the County's Board of Commissioners is entitled to appoint one Board representative and one alternate. This Agreement at times uses the term "Board representative" to refer to both a Board representative and that representative's alternate.
- B. Board Compensation. Board representatives shall serve without compensation from CJN, but this shall not prevent a Member from providing compensation for a Board representative if such compensation is authorized by the Member and by law.
- C. Representative Terms. The terms of each Board representative will be established in the Board's bylaws. Any Board representative shall be subject to removal by the appointing Member at any time, with or without cause. If any Board representative is removed by the appointing Member, the vacancy shall be filled by that appointing Member. A Board representative's term terminates at such time as the individual ceases to be a member of the governing body of the applicable Member or an employee of the applicable Member.

- 6.4 Board Governance – Officers. At its first meeting, and its first regular meeting of each subsequent year, the Board shall elect a Chair and Vice Chair from among the Board representatives. The Chair and Vice Chair shall be elected by the Board for one-year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

6.5 Board Governance – Voting.

- A. Actions of the Board will be taken by vote of the Board in which each Board representative shall have one equal vote. Proxy voting is not permitted. The Board shall function by a majority of the Board representatives present at the time of the vote.
- B. Decisions of the Board will be made by a majority of the votes cast except where a Supermajority is required.

- C. A Board representative shall not be entitled to vote on behalf of the Member during the time that such Member is in default on any contribution to CJN or on any contract with CJN. During the existence of such default, the vote or votes of such Member shall not be counted as eligible votes.

6.6 Board Committees. The Board may appoint standing committees, ad hoc committees and workgroups, with the powers described in the Board's bylaws or in resolutions adopted to establish the committee or workgroup.

6.7 Board Meetings. The Board shall meet as set forth in the bylaws adopted by the Board or upon a call of the Board Chair. All meetings of the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.

ARTICLE 7 Executive Director

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

ARTICLE 8 Budget and Funding

8.1 Fiscal Year. The fiscal year for CJN shall be the calendar year.

8.2 Recommended Annual Budget. The annual budget of CJN must be adopted in the following manner:

- A. The Executive Director shall prepare a proposed annual operating and capital budget for the following fiscal year for consideration by the Board no later than April 1st of each year;
- B. Annually, prior to April 1st the Executive Director shall deliver to each Board representative a copy of the proposed budget;
- C. Annually prior to May 1st, the Board will supply each Member with a proposed budget for the following fiscal year; and
- D. The annual budget for the following fiscal year shall be adopted at a meeting of the Board in June.

If the Board fails to adopt a budget by July 1st, the budget from the current fiscal year shall be deemed approved for the next fiscal year. This requirement to adopt a budget at a regular meeting of the Board by July 1st does not apply to the calendar year in which this Agreement is first executed; however, the Board shall adopt a budget for the first fiscal year of this Agreement at its first Board meeting in 2022.

8.3 Member Contributions to Adopted Budget.

- A. The Board shall have the authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required for CJN's operational and capital costs in the budget.
- B. The CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Records Management System (RMS). During the Initial Term, the County will contribute a fixed annual subsidy in the amount of \$472,642.00, which shall constitute the County's annual Total Membership Fees, except for Membership Fees assessed to the Dakota County Sheriff's Office pursuant to this section. There will be no annual adjustment of the subsidy amount.
- C. City Members and the Dakota County Sheriff's Office shall contribute to the Operations fund in proportional share based on the population of the geographical areas for which it provides law enforcement services determined as of July 1 of the previous fiscal year, except for fiscal year 2022. For purposes of this section, the geographical area for which the Sheriff's Office provides law enforcement services means that area outside the boundaries of all cities located within Dakota County, but includes the area within the boundaries of the cities of Coates, Hampton, Miesville, New Trier, Randolph and Vermillion. For fiscal year 2022, the contribution from each of those Members for the Operations fund shall be:

City of Burnsville	20.0%
City of Farmington	6.0%
City of Hastings	7.6%
City of Inver Grove Heights	8.9%
City of Mendota Heights	6.2%
City of South St Paul	7.0%
City of West St Paul	12.4%
Dakota County Sheriff's Office	25.6%
City of Rosemount	6.2%
County of Dakota	0.0%

- D. The RMS funding component of the CJN annual budget is to be utilized to pay for costs associated with the following items: (1) RMS maintenance and support of ProPhoenix; (2) the development fund; (3) escrow to maintain ProPhoenix RMS code in a secure location; and (4) staff support. The City Members and the Dakota County Sheriff's Office shall contribute equally to the RMS fund for the costs associated with items (1) through (3). For costs associated with staff support, the City Members and the Dakota County Sheriff's Office shall contribute to the RMS fund based on their proportional total number of users determined as of July 1 of the previous fiscal year, except for fiscal year 2022. For fiscal year 2022, the contribution from each of those Members for the RMS fund shall be as follows:

City of Burnsville	29%
City of Farmington	10%
City of Hastings	10%
City of Inver Grove Heights	16%
City of Mendota Heights	5%
City of South St Paul	10%
City of West St Paul	10%

Dakota County Sheriff's Office	10%
City of Rosemount	9%
County of Dakota	0%

- E. The Board may authorize an additional funding component as necessary to generate reserve funds in the event the Members amend the term of this Agreement beyond the Initial Term.
- F. Upon adoption of the budget by the Board, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year in accordance with this Article, except as adjusted to account for withdrawal of a Member consistent with Article 11.

8.4 Expenditure of the Annual Budget.

- A. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget (Total Membership Fees). After adoption of the annual operating and capital budget by the Board, the Executive Director shall make all expenditures in accordance with such budget. Purchases and letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board, consistent with Minnesota law.
- B. The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director shall report any transfer of funds within the annual operating budget to the Board in the next report.

8.5 Criminal Justice Network Fund Balance Transfer. The County will transfer to CJN all funds in the County's CJN Operations (CJN-OPS) account and in the County's CJN Records Management System (CJN-RMS) account.

8.6 In-Kind Contributions. The Board may accept in-kind contributions from any Member. The County will provide CJN with certain in-kind contributions, which will be subject to, and governed by, the terms of one or more contracts with CJN.

8.7 Legal Services. The Dakota County Attorney's Office ("DCAO") will provide CJN with general legal advice on issues such as JPA governance, data practices, and contract and policy review at no cost during the Initial Term, except that during the Initial Term, CJN shall pay the DCAO for the costs of litigation at the DCAO's current hourly rate for paralegals and attorneys, and for actual costs incurred associated with litigation. The DCAO's provision of legal services to CJN will be subject to the terms of a separate legal services agreement.

8.8 Credit or Payment to Members for Services. The Board may approve annual fee payment or cost allocation credits to any Member that provides in-kind contributions to CJN.

ARTICLE 9 Audit

The Board shall call for an annual audit of the financial affairs of CJN, to be performed by an independent Certified Public Accountant and completed in accordance with generally accepted auditing

principles. The Board shall provide a copy of the audit report to the Members. CJN's books, reports and records shall be available for and open to inspection by the Members at all reasonable times.

ARTICLE 10 Termination and Dissolution

10.1 Termination. This Agreement shall terminate upon the occurrence of any one of the following events:

- A. When Members withdraw pursuant to Article 11 so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement;
- B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- C. When a Supermajority agrees, pursuant to a resolution of the governing bodies of the Members, to terminate this Agreement.

10.2 Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the Members in proportion to their contributions. The Board shall approve a final report of its activities and affairs.

10.3 Distribution of Assets. Prior to termination of this Agreement or if CJN is otherwise disbanded, the Board shall first adopt a plan providing for the orderly disposition of assets and unwinding of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the remaining Members who have not previously withdrawn consistent with the approved plan.

ARTICLE 11 Withdrawal of a Member

11.1 Unilateral Withdrawal.

- A. No Member may withdraw from this Agreement during the Initial Term. If the term of the Agreement is extended, a Member may withdraw by providing notice to withdraw to the Board Chair at least eighteen (18) months prior to the withdrawal date, with a copy of a resolution of its governing body indicating its intent to withdraw from this Agreement.
- B. Upon receipt of the notice to withdraw and the resolution of the governing body of a Member authorizing withdrawal, the Board Chair shall forward a copy of the resolution to all other Members.
- C. The notice to withdraw shall be made by Registered or Certified Mail to CJN's primary office, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit. The Board Chair may accept notice of withdrawal by more informal means, only if authorized in writing signed by the Board Chair.

11.2 Effect of Withdrawal. Withdrawal of any Member shall not terminate this Agreement except as provided in Section 10.1. Withdrawal shall not act to discharge any liability incurred or

chargeable to any withdrawing Member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No withdrawing Member shall be entitled to a refund or distribution of Membership Fees, administrative or operating fees or funds paid, reimbursement or repayment of in-kind contributions, or forgiveness of fees owed to the Board.

ARTICLE 12 Insurance and Indemnification

- 12.1 Responsibility for Own Acts and Omissions. No Member shall be liable for the acts or omissions of another Member, unless it has specifically agreed in writing to be responsible for the same. Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Member agrees to promptly notify all Members if it becomes aware of any potential Board-related claims or facts that are likely to give rise to such claims. Neither the Board nor any Member shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Member, except as expressly provided herein or in any of the documents authorized herein.
- 12.2 No Waiver. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Member's statutory or common law immunities or limitations on liability, including but not limited to, Minnesota Statutes Chapter 466. Further, the Members' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Members and the Board. For purposes of determining total liability for tort damages, each Member and the Board are considered a single governmental unit and the total liability for all of the Members and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Members under Minnesota Statutes Sections 466.06 or 471.981.
- 12.3 Indemnification. The Board shall be considered a separate and distinct government joint powers entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 12.1, to the extent of any liability insurance carried by the Board and available for such purpose, and any tail coverage carried by the Board, the Board shall defend, indemnify and hold harmless each Member from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to tangible or intangible property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Members taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

- 12.4 Insurance. The Board shall provide for worker's compensation benefits for all CJN employees in the amount consistent with state statutes. The Board may also carry additional policies of insurance as it deems appropriate.
- 12.5 Uninsured Liability. If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Members on the basis of each Member's proportional Membership Fee in the year in which the action or inaction giving rise to the liability occurred.

ARTICLE 13 Intellectual Property

- A. The County, through its existing Criminal Justice Network Department, has developed and owns all right, title and interest to software (hereafter "Software") enabling web-based information sharing and tracking between authorized criminal justice agencies. These criminal justice agencies include law enforcement agencies, the Dakota County Attorney's Office, Dakota County Community Corrections, Dakota Communications Center, judicial organizations and related agencies as well as their authorized users. The Software is accessed and implemented through a number of applications including, but not limited to:
- Administration
 - Case Management
 - eBriefing
 - eForms
 - Gun Permits
 - Integration Services
 - Jail Transportation Management System
 - Scheduling
 - Search
 - Subscription
- B. Concurrent with the execution of the Agreement and formation of the new CJN, the County, acknowledging that it has received sufficient consideration from CJN, agrees to assign all rights, title and interest in the Software to CJN. This assignment specifically includes all intellectual property (hereafter "IP") related to the Software including, but not limited to, any copyrights, source code, proprietary databases, online forms, user interfaces, user lists, fee sheets, trade secrets and trademarks, presently owned by the County that are related to and exclusive to implementation and use of the Software. This IP includes any registered or unregistered IP and includes IP arising out of state or federal law. The assignment specifically excludes any third-party databases and non-transferrable licenses to which the County lacks sole ownership or the ability to transfer ownership. The assignment also excludes any County owned databases that are non-exclusive to the implementation and use of the Software.
- C. Following execution of the Agreement, CJN shall be responsible for entering into any third-party agreements including licensing or other related agreements related to third-party databases and related third-party tools necessary for full implementation and use of the Software.

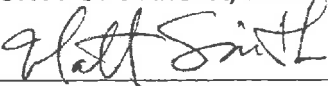
- D. CJN acknowledges its familiarity with the Software and that as of the execution of the Agreement, the Software is in usable condition, satisfies all operational conditions and accomplishes its intended purpose.
- E. Upon assignment of the Software to CJN, CJN will assume responsibility for all future costs and expenses related to maintenance, revisions, updates and future developments of the Software as well as any on-going support of third-party users of the Software.
- F. Upon assignment of the Software, CJN will assume responsibility for any and all costs related to ensuring and monitoring compliance and proper use of the Software by the Members, authorized third parties and their designated users.
- G. CJN agrees to establish and implement policies and procedures so as to ensure that use of the Software by the Members, third-party users and their authorized users complies with all applicable Federal, State and Local laws.
- H. Upon assignment of the Software to CJN, CJN will assume all liabilities and responsibilities, both criminal and civil, regarding use of the Software by the Members, third-party users and all of their authorized users.
- I. CJN agrees to utilize best industry practices in maintaining the on-going confidentiality and security of the Software so as to prevent unreasonable access to all portions of the Software by non-authorized users.
- J. In the event that CJN is otherwise disbanded or terminated during the Initial Term, CJN agrees, absent any other agreement, to reassign all rights, title and interest in the Software to the County.

ARTICLE 14 Miscellaneous Provisions


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

IN WITNESS WHEREOF, each of the Members has caused this agreement to be executed on its behalf as of the date(s) written below.

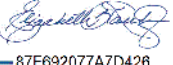
COUNTY OF DAKOTA, MINNESOTA

By 
 Its County Manager


Approved as to form

 12/14/21
 Assistant County Attorney Date
 File No. KS-21-16
 Contract No. C0034292
 CJN JPA

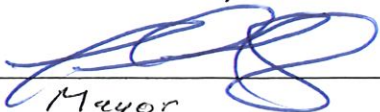
CITY OF BURNSVILLE, MINNESOTA

DocuSigned by:
By: 
Its: 87F692077A7D428...
malyUI

Date: 1/14/2022

DocuSigned by:
By: 
9EC7DA33FAA14B8...
City Manager
1/12/2022

CITY OF FARMINGTON, MINNESOTA

By: 
Its: Mayor

Date: Dec 6, 2021


CITY OF HASTINGS, MINNESOTA

By: Mary D. Fasbender

Its: Mayor

Date: 12/21/2021

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: 

Title: Mayor

Date: December 13, 2021

Approved by Inver Grove Heights City
Council:

Resolution #: 2021-308

Approved as to form:

 12-14-2021
City Attorney / Date

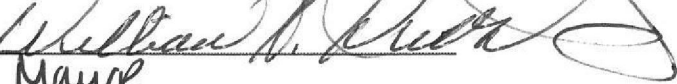
[additional signature pages to follow]

CITY OF MENDOTA HEIGHTS, MINNESOTA

By: Stephanie BlumIts: MayorDate: 1-4-2022

CITY OF ROSEMOUNT, MINNESOTA

By:



Its:

Mayor

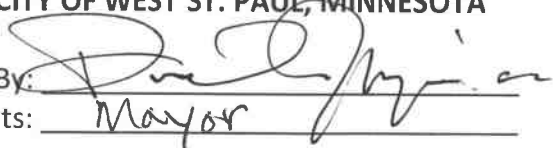
Date:

1-4-22

CITY OF SOUTH ST. PAUL, MINNESOTA

By: Its: City AdministratorDate: 1/21/22

CITY OF WEST ST. PAUL, MINNESOTA

By: 
Its: Mayor

Date: January 10, 2022

**First Amendment to the Joint Powers Agreement
Establishing the Criminal Justice Network**

WHEREAS, effective on January 1, 2022, the County of Dakota, the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul ("Initial Members") entered into a five-year joint powers agreement ("Agreement") forming the Criminal Justice Network, a MN joint powers organization, ("CJN" or "CJN Board"); and

WHEREAS, the Initial Members desire to amend the Agreement to amend the CJN annual budget funding structure in fiscal year 2026 and correct a scrivener's error in the Agreement to correctly reflect an Initial Term of five years; and

WHEREAS, the Initial Members desire to amend the Agreement to add the City of Plymouth as a party to the Agreement and Member of the CJN Board, subject to the conditions contained herein; and

WHEREAS, the Agreement provides that the Agreement may be amended at any time by agreement of all Members.

ACCORDINGLY, in consideration of the mutual promises contained herein, the Initial Members and City of Plymouth agree to amend the Agreement ("First Amendment") as follows:

1. Effective upon the last required signature to this First Amendment, the City of Plymouth is a Member of the CJN Board and a party to the Agreement, as amended herein, and accepts the terms and conditions thereof, including any conditions specific to the City of Plymouth.

2. Article 3 (Term and Effective Date) of the Agreement is deleted in its entirety and replaced with the following:

"This Agreement is effective, and the joint powers entity is established, on January 1, 2022, referred to herein as the Effective Date, and shall continue until December 31, 2026, or until terminated as provided in Article 10 or as required by law or court order ("Initial Term").

3. Article 8 (Budget and Financing) of the Agreement is amended as follows:

3.1. Section 8.3 paragraph B. of the Agreement is deleted in its entirety and replaced with the following:

"B. From the Date of Execution through the end of fiscal year 2025, the CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Records Management System (RMS). Section 8.3. paragraphs C. and D. are only applicable through the end of fiscal year 2025 for the Initial Members. Beginning in fiscal year 2026, the CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Future Development, as described in Section 8.3 paragraph G. Section 8.3 paragraphs C. and D. shall not apply to any Member after the beginning of fiscal year 2026. During the Initial Term, the County will contribute a fixed annual subsidy in the amount of \$472,642.00, which shall constitute the County's annual Total Membership Fees, except for Membership Fees assessed to the Dakota County Sheriff's Office pursuant to this section. There will be no annual adjustment of the subsidy amount."

3.2. New paragraph G. is added to Section 8.3 of the Agreement, as follows:

"G. Beginning in fiscal year 2026, the Members shall contribute to the Operations fund and the Future Development fund as described herein.

1. The Members will contribute to the Operations fund as follows: (a) 50% of the budgetary formula will be based on the population of the geographical areas for which it provides law enforcement services. For fiscal year 2026, the population will be determined as of January 1, 2025. For purposes of this paragraph, the geographical area for which the Sheriff's Office provides law enforcement services means that area

outside the boundaries of all cities located within Dakota County, but includes the areas within certain city boundaries that are patrolled by the Sheriff's Office; and (a) the other 50% of the budgetary formula will be based upon the proportional total number of the users determined as of January 1 of the previous fiscal year.

2. The Members will contribute a fixed annual amount of \$3,500 for the Future Development Fund."

3.4 New Section 8.9 is added to Article 8 of the Agreement, as follows:

"8.9 City of Plymouth RMS Project Contribution. The City of Plymouth shall contribute Four Hundred Thousand Dollars (\$400,000) to the CJN Board toward the design and build of a new law enforcement records management system ("RMS Project"), which does not include any costs the City of Plymouth may incur for data conversion. The City of Plymouth will be responsible for this contribution as follows:

- A. The City of Plymouth will contribute 50% of the total invoices due from CJN for any contract related to the RMS Project, except for CJN Contract # DCA21380 with GTEL Advisors, LLC for database design and user interfaces.
- B. CJN commits to the City of Plymouth that the first contract related to the RMS Project for which the City of Plymouth will be required to contribute such funds will be entered into between CJN and GTEL Advisors LLC ("First Contract"), and that the RMS Project will include integration of computer aided dispatch and citation information for Hennepin County law enforcement agencies into the records management system.
- C. After the First Contract, the City of Plymouth will be required to contribute its 50% contribution for any CJN contract related to the RMS Project.
- D. Notwithstanding anything to the contrary in the Agreement or this First Amendment, the City of Plymouth is not obligated to contribute Membership Fees until January 1, 2026, or the go-live date of the records management system, whichever date is later."

4. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Initial Members and City of Plymouth have executed this First Amendment to the Agreement on the dates indicated below.

[SIGNATURES]



General Government and Policy Committee of the Whole

Request for Board Action

Item Number: DC-3578

Agenda #: 6.1

Meeting Date: 7/9/2024

DEPARTMENT: Finance

FILE TYPE: Regular Action

TITLE

Adoption Of Reimbursement Resolution For Lebanon Hills Maintenance Facility Project

PURPOSE/ACTION REQUESTED

Adopt the reimbursement resolution for the Lebanon Hills Maintenance Facility project to allow for certain expenditures to be financed temporarily from sources other than bond funds to allow for reimbursement through bond dollars if the County Board chooses to bond for the project at a later date.

SUMMARY

The County funds the building portion of the capital improvement program (CIP) with dollars from the General Fund that are in excess of the minimum General Fund balance policy set by the County Board if they are available. The Lebanon Hills Maintenance Facility project is included in the 2024-2028 CIP at an estimated total cost of \$25,600,000. The project is spread over two years with \$16,000,000 included in 2024 and \$9,600,000 in 2025.

County staff has raised concerns about the amount of General Fund dollars that will be available in 2024 and 2025 available for building projects. With that in mind, County staff discussed one of the possible solutions with our financial advisor. The County may consider bonding for some or most of the costs associated with the Lebanon Hills Maintenance Facility project. The County Board has already awarded contracts on this project and work is underway.

The County Board contracted with Ehlers, Inc. to prepare a financial plan that is expected to include municipal bond financing and the County Board expects to take action on that plan within the next few months. The County Board may adopt a resolution that would allow for the reimbursement of the Lebanon Hills Maintenance Facility project costs for a period 60 days prior to the date the resolution is passed and ending prior to the later of 18 months of the date of such expenditures or the date on which the project is placed in service. Adopting the resolution allowing for the reimbursement of costs through potential bond dollars does not obligate the County to issue any debt.

RECOMMENDATION

Staff recommends the County Board adopt the resolution declaring its official intent to reimburse the County with the proceeds of a lease or municipal bond financing for expenditures and providing certain other matters in connection therewith.

EXPLANATION OF FISCAL/FTE IMPACTS

No fiscal impact.

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

RESOLUTION

WHEREAS, Dakota County, Minnesota (County) is a public body corporate and politic of the State of Minnesota; and

WHEREAS, the Board of Commissioners (Board) of the County has determined that it is in the best interest of the County to make or have made on the County's behalf certain expenditures relating to the acquisition, construction, and improvement of a new Lebanon Hills Maintenance Facility (Project); and

WHEREAS, the Board currently intends and reasonably expects the County to participate in a tax-exempt lease purchase financing or municipal bond financing in a maximum principal amount that is not currently reasonably expected to exceed \$26,500,000 to finance the Project, including to reimburse the County in the maximum amount of \$26,500,000 for all or a portion of such expenditures paid by the County or on the County's behalf, or to be paid subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later of 18 months of the date of such expenditures or the date on which the Project is placed in service (but in no event more than three years after the date of the original expenditure of such moneys); and

WHEREAS, the Board hereby desires to declare its official intent, pursuant to 26 CFR § 1.150-2 to reimburse the County for such expenditures with the proceeds of the County's lease-purchase or municipal bond financing.

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

Section 1. Declaration of Official Intent. The County presently intends and reasonably expects to initially finance all or a portion of the costs of the Project with legally available funds that do not represent the proceeds of a borrowing. The County also presently intends and reasonably expects that the initial expenditures paid by the County in connection with the financing of the Project, it not originally paid from the proceeds of the lease-purchase or municipal bond financing, will be originally paid from the general fund of the County or other legally available funds.

Section 2. Dates of Expenditures. All of the expenditures covered by this Resolution were or will be made on and after the date which is 60 days prior to the effective date of this Resolution.

Section 3. Tax-Exempt Financing. The County presently intends and reasonably expects to participate in a lease-purchase or municipal bond financing within 18 months of the date of the expenditure of the moneys on the Project or the date on which the Project is placed in service, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate from such financing an amount not currently reasonably expected to exceed the maximum principal amount (or, if less, the sale proceeds) of the lease-purchase or municipal bond financing to reimburse the County for its expenditures paid in connection with the Project.

Section 4. Confirmation of Prior Acts. All prior acts and doings of the official agents and employees of the County which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved, and confirmed.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its passage.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Reimbursement Resolution

BOARD GOALS

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

CONTACT

Department Head: Paul Sikorski

Author: Leng Vang

**DAKOTA COUNTY
BOARD OF COMMISSIONERS**

Meeting Date: [____], 2024

Resolution No. _____

Motion by Commissioner _____

Seconded by Commissioner _____

A RESOLUTION OF THE DAKOTA COUNTY BOARD OF
COMMISSIONERS DECLARING ITS OFFICIAL INTENT TO REIMBURSE
THE COUNTY WITH THE PROCEEDS OF A LEASE OR MUNICIPAL BOND
FINANCING FOR EXPENDITURES AND PROVIDING CERTAIN OTHER
MATTERS IN CONNECTION THEREWITH

WHEREAS, Dakota County, Minnesota (the “County”) is a public body corporate and politic of the State of Minnesota; and

WHEREAS, the Board of Commissioners of the County (the “Board”) has determined that it is in the best interest of the County to make or have made on the County’s behalf certain expenditures relating to the acquisition, construction and improvement of a new Lebanon Hills Maintenance Facility (the “Project”); and

WHEREAS, the Board currently intends and reasonably expects the County to participate in a tax-exempt lease purchase financing or municipal bond financing in a maximum principal amount that is not currently reasonably expected to exceed \$26,500,000 to finance the Project, including to reimburse the County in the maximum amount of \$26,500,000 for all or a portion of such expenditures paid by the County or on the County’s behalf, or to be paid subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later of 18 months of the date of such expenditures or the date on which the Project is placed in service (but in no event more than three years after the date of the original expenditure of such moneys); and

WHEREAS, the Board hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the County for such expenditures with the proceeds of the County’s lease-purchase or municipal bond financing.

NOW, THEREFORE, BE IT RESOLVED BY THE DAKOTA COUNTY BOARD OF COMMISSIONERS:

Section 1. Declaration of Official Intent. The County presently intends and reasonably expects to initially finance all or a portion of the costs of the Project with legally available funds that do not represent the proceeds of a borrowing. The County also presently intends and reasonably expects that the initial expenditures paid by the County in connection with the financing of the Project, if not originally paid from the proceeds of the lease-purchase or municipal bond financing, will be originally paid from the general fund of the County or other legally available funds.

Section 2. Dates of Expenditures. All of the expenditures covered by this Resolution were or will be made on and after the date which is 60 days prior to the effective date of this Resolution.

Section 3. Tax-Exempt Financing. The County presently intends and reasonably expects to participate in a lease-purchase or municipal bond financing within 18 months of the date of the expenditure of moneys on the Project or the date on which the Project is placed in service, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate from such financing an amount not currently reasonably expected to exceed the maximum principal amount (or, if less, the sale proceeds) of the lease-purchase or municipal bond financing to reimburse the County for its expenditures paid in connection with the Project.

Section 4. Confirmation of Prior Acts. All prior acts and doings of the officials, agents and employees of the County which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its passage.



General Government and Policy Committee of the Whole

Request for Board Action

Item Number: DC-3584

Agenda #: 9.1

Meeting Date: 7/9/2024

Adjournment