



Dakota County

Board of Commissioners

Agenda

Tuesday, May 5, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

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

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

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

4. **Agenda**
 - 4.1 Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

5. **County Administration - Approval of Minutes**
 - 5.1 Approval of Minutes of Meeting Held on April 21, 2026
6. **Central Operations**
 - 6.1 *Finance* - Authorization To Participate In The Discover Financial Services Merchant Class Action Settlement And Submit Claims For Any Amounts Owed
7. **County Board/County Administration**
 - 7.1 *Office Of The County Manager* - Authorization To Amend 2026 County Board Meeting Schedule

8. Community Services

- 8.1 *Social Services-Housing & Community Resources* - Authorization To Accept Department Of Housing And Urban Development Grant Funds, Execute Grant Agreement, And Amend 2026 Social Services Budget
- 8.2 *Veterans Services* - Annual Appropriation To Dakota County Veterans Service Organizations In Support Of 2026 Memorial Day Events Or Activities, Or To Purchase Items To Support Memorial Day
- 8.3 *Public Health* - Proclamation Of May 2026 As Older Americans Month In Dakota County

9. Physical Development

- 9.1 *Environmental Resources* - Authorization To Schedule Public Hearing To Receive Comments On And Adopt Proposed Amendments To Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems
- 9.2 *Parks* - Authorization To Execute Contract Amendment With Xcel Energy For Utility Relocations For Minnesota River Greenway, Project P00127
- 9.3 *Parks* - Authorization For Submission Of Funding Request To Lessard-Sams Outdoor Heritage Council
- 9.4 *Parks* - Authorization To Award Bid And Execute Contract With RES Great Lakes For Vegetation Management At Whitetail Woods Regional Park
- 9.5 *Parks* - Authorization To Execute Easement Amendments And Agreements With Northern States Power Co. For Harry Avenue And Mills Town State Trail Realignment In Lake Byllesby Regional Park, County Project 2000458
- 9.6 *Parks* - Authorization To Execute Joint Powers Agreement With City Of Lakeville For North Creek Greenway: East Lake North Segment And Trailhead
- 9.7 *Parks* - Approval Of Amendment Of Resolution No. 25-182 To Revise Budget, Tasks, And End Date For Authorized Joint Powers Agreement With City of Eagan And City Of Inver Grove Heights For Design And Construction Of Lebanon Hills Greenway And Signal Work, County Projects 2000513 And 28-72
- 9.8 *Transportation* - Approval Of Final Plats Recommended By Plat Commission

- 9.9 *Transportation* - Authorization To Execute Agreement No. 1062534 With Minnesota Department Of Transportation For Signal Replacement And Intersection Improvements At County State Aid Highway 14 And Trunk Highway 62 In Inver Grove Heights, County Project 14-034

10. Public Services and Revenue

- 10.1 *Public Services and Revenue Administration* - Approval Of Application To Conduct Excluded Bingo For Farmington Lions Club
- 10.2 *Assessing Services* - Approval Of Chair To Special County Board Of Appeal And Equalization

REGULAR AGENDA

11. Central Operations

- 11.1 *Central Operations Administration* - Annual Update From Dakota 911

12. Closed Executive Session

- 12.1 *Office Of The County Manager* - Closed Executive Session: County Manager’s Mid-Year Review

13. Interagency Reports/Commissioner Updates

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

14. County Manager's Report

15. Information

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

16. Adjournment

16.1 Adjournment

For more information, call 651-438-4417

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



Board of Commissioners

Request for Board Action

Item Number: DC-5632

Agenda #: 4.1

Meeting Date: 5/5/2026

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-5633

Agenda #: 5.1

Meeting Date: 5/5/2026

Approval of Minutes of Meeting Held on April 21, 2026



Dakota County

Board of Commissioners

Minutes

Tuesday, April 21, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

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

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

2. Pledge of Allegiance

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

3. Audience

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

The following people came forward to share comments:

Shane Hudella, Hastings (Petition to oppose the proposed bike path extension in Ravenna Township)

4. Agenda

4.1 Resolution No: 26-165
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: Joe Atkins

Ayes: 7

5. Public Hearing

5.1 Resolution No: 26-166
Public Hearing To Receive Comments On Draft Dakota County Fiscal Year 2026 One-Year Action Plan For Community Development Block Grant, HOME Investment Partnerships, And Emergency Solutions Grant Programs

Motion: Mike Slavik

Second: William Droste

The time being 9:11 a.m. and pursuant to public notice, a public hearing was conducted to receive comments on Draft Dakota County Fiscal Year 2026 One-Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs. Assistant Director of Community & Economic Development for the Community Development Agency Maggie Dykes briefed this item and the public hearing was opened. No one came forward with comments and no comments were received via email. The Public Hearing was closed at 9:13 a.m.

WHEREAS, Dakota County is an Entitlement County for funds through the Community Development Block Grant (CDBG) Program and Emergency Solutions Grant (ESG) Program and a Participating Jurisdiction for the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the CDBG, ESG, and HOME programs on behalf of Dakota County, thereby requiring agreements between the U.S. Department of Housing and Urban Development (HUD) and Dakota County for the CDBG, ESG, and HOME funds and between Dakota County and the Dakota County CDA for CDBG, ESG, and HOME program administration; and

WHEREAS, HUD requires the development and submission of the Fiscal Year (FY) 2026 One-Year Action Plan that proposes the allocation of the annual CDBG, HOME, and ESG funds to local governments and housing providers in the County; and

WHEREAS, CDA staff has worked with participating communities and agencies to identify CDBG, HOME, and ESG activities for FY 2026; and

WHEREAS, the proposed activities for HUD funds meet the housing and community development priorities identified in the 2025-2029 Five-Year Consolidated Plan; and

WHEREAS, the Dakota County FY 2026 CDBG allocation is \$2,015,752 with \$350,000 of anticipated program income, the Dakota County FY 2026 HOME allocation is \$918,712.28, including program income (Consortium total of \$3,070,410.20), and the Dakota County FY 2026 ESG allocation is \$166,414; and

WHEREAS, CDA staff recommends allocating FY 2026 CDBG funds to 23 eligible activities for cities and townships, two Countywide activities, and one grant administration activity as follows: affordable housing rehab (64%), public services (12%), public facilities (4%), neighborhood revitalization (2%), down payment assistance (3%), planning (2%), and grant administration (13%); and

WHEREAS, CDA staff recommends allocating FY 2026 HOME funds to four

eligible activities as follows: affordable rental housing (36%), affordable homeowner housing (36%), CHDO activities (13%), and grant administration (15%); and

WHEREAS, CDA staff recommends allocating FY 2026 ESG funds to five eligible activities as follows: emergency shelter operations (60%), rapid re-housing activities (28%), homelessness prevention activities (1.5%), the Homeless Management Information System (3%), and grant administration (7.5%); and

WHEREAS, HUD requires a public hearing to receive comments and inform the public on the draft Dakota County 2026 One-Year Action Plan that outlines the strategies and objectives for the proposed allocation of FY 2026 CDBG, ESG, and HOME funds; and

WHEREAS, the Notice of Public Hearing was published in the *Dakota County Tribune* on March 27, 2026, and in the *Star Tribune* on April 2, 2026, and posted on the websites of participating cities, the Dakota County CDA website at www.dakotacda.org, and the Dakota County website at www.co.dakota.mn.us.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners conducted a public hearing for April 21, 2026, at 9:00 a.m. in the Board Room, Administration Center, 1590 Highway 55, Hastings, MN, to receive comments on the draft Dakota County Fiscal Year 2026 One-Year Action Plan, including proposed Community Development Block Grant Program activities funded with a budget of \$2,015,752, HOME Investment Partnerships Program activities funded with a budget of \$918,712.28, including program income (Consortium total of \$3,070,410.20), and Emergency Solutions Grant Program activities with a budget of \$166,414.

Ayes: 7

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: 26-167
Approval of Minutes of Meeting Held on April 7, 2026

Motion: Joe Atkins

Second: Mary Hamann-Roland

Ayes: 7

7. Items Recommended by Board Committee*

- 7.1 Resolution No: 26-168
Authorization To Add Six Full Time Equivalent For Operations At New Recycling Zone Plus And Amend Environmental Resources Operating Budget

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 25-456 (September 23, 2025), the Dakota County Solid Waste Master Plan (Plan) was adopted; and

WHEREAS, the Plan supports the Dakota County Board of Commissioners' desire to remove household hazardous waste (HHW) from the solid waste stream because of health, safety, and environmental concerns; and

WHEREAS, Dakota and Scott Counties have partnered to build the Dakota-Scott Regional HHW and Recycling Facility, known as the Recycling Zone Plus, that will accept HHW and traditional and non-traditional recyclables and therefore increase proper management of solid waste and increase recycling in both counties and prolong the life of the two current facilities by stabilizing growth at those sites with the addition of a second facility; and

WHEREAS, by Resolution No. 26-070 (February 17, 2026), the Dakota County Board approved the first amendment to the joint powers agreement (JPA) with Scott County for design and construction of the Dakota-Scott Regional HHW and Recycling Facility, which Dakota County and Scott County executed on February 18, 2026; and

WHEREAS, in preparation for the Recycling Zone Plus operations to begin in 2027, it is estimated that the following 6.0 additional full-time equivalents are needed to set up operations and programming:

- One FTE Environmental Resources Supervisor
- Two FTE Environmental Specialists
- Three FTE Environmental Technicians

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the creation of the requested 6.0 full time equivalents in the Environmental Resources Department; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2026 Environmental Resources Department budget as follows:

Full Time Equivalents (FTE): 6.0

Expense

1.0 FTE - Environmental Resources Supervisor (assumes 8 months)

\$125,517

2.0 FTE - Environmental Specialist (assumes 8 months) \$214,362

3.0 FTE - Environmental Technician (assumes 1 month) \$ 78,802

Total Expense \$418,681

Revenue

Use of Environmental Legacy Fund \$418,681

Total Revenue \$418,681

Ayes: 5

Joe Atkins, Laurie Halverson, William Droste, Liz Workman, and Mary Hamann-Roland

Nay: 2

Mike Slavik, and Mary Liz Holberg

7.2 Resolution No: 26-169

Authorization To Submit Applications For 2026 Regional Solicitation Grant Funding Opportunity And Approve Letters Of Support For City-Led Project Applications

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the Metropolitan Council's Transportation Advisory Board (TAB) is requesting project submittals for funding through the Regional Solicitation process; and

WHEREAS, the Solicitation programs fund between 80 and 95 percent of project construction costs; and

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

WHEREAS, project submittals are due on June 18, 2026; and

WHEREAS, all projects proposed are consistent with the adopted Dakota County 2040 Comprehensive Plan; and

WHEREAS, subject to funding award for the projects identified hereto, the Dakota County Board of Commissioners would be asked to consider authorization to execute a grant agreement at a future meeting.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submittal of the following County project applications to the Regional Solicitation application process for funding:

Congestion Management and Roadway Modernization

1.1 County Project (CP) 50-033: County State Aid Highway (CSAH) 50 (Kenwood Trail) and Interstate (I)-35 interchange in Lakeville (County-led application)

2.1 CP 38-061: CSAH 38 (McAndrews Rd.) from CSAH 5 (Kenwood Trail) to Burnhaven Drive (Potential city-led application)

2.2 CP 09-065: CSAH 9 (Dodd Ave.) from CSAH 50 (Kenwood Trail) to 208th Street (Potential city-led application)

Regional Solicitation Safety/Highway Safety Improvement Program - Reactive Safety and Proactive Safety

3.1 CP 09-068: CSAH 9 (Dodd Ave.) and Indiana Ave/194th Street

- intersection and CSAH 9 (Dodd Ave.) and 190th Street intersection (County-led application)
- 4.1 CSAH 46 from US 52 to 400' west of General Sieben Drive (County-led application)

Regional and Active Transportation Local Bike Facilities

- 5.1 CP 98-020: Veteran’s Memorial Greenway, grade separation at US 52 (County-led application)
- 5.2 CP 28-078: Lebanon Hills Greenway, Underpass of CSAH 28 (Yankee Doodle Dr.)(County-led application)
- 5.3 Lebanon Hills Greenway, overpass of TH 55 (County-led application)
- 5.4 Vermillion Highlands Greenway, Whitetails Woods to Vermillion River (near CSAH 66) (County-led application)
- 6.1 CP 31-111: Trails along CSAH 31 (Pilot Knob Rd.) from CSAH 64 (195th St) to CSAH 50 (220th Street) (Potential city-led application)
- 6.2 CP 42-180: Trails along CSAH 42 (150th St.) from TH 3 (Roberts Trail) to CR 73 (Akron Ave) (Potential city-led application)
- 6.3 North Creek Greenway from CSAH 42 (150th St.) to 140th St (Potential city-led application)
- 6.4 North Creek Greenway through Rambling River Park (Potential city-led application)
- 6.5 CP 31-115: Trails along CSAH 31 (Denmark Ave.) from CSAH 50 (220th Street) to CSAH 74 (County-led application)
- 6.6 Lake Marion Greenway through industrial park in Lakeville from Holyoke Ave to CSAH 23 (Cedar Ave.) (Potential city-led application)

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves letters of support for the aforementioned city-led project applications to be signed by the Board Chair.

Ayes: 7

7.3 Resolution No: 26-170
 Authorization To Execute Contract With McKinstry Essention, LLC, For Energy Improvements Project Phase Two

Motion: Joe Atkins Second: Mary Hamann-Roland

WHEREAS, Dakota County operates over 1.6 million square feet of buildings consuming \$2,250,000 in annual energy expenses in 2023; and

WHEREAS, the Phase One Energy Improvements project converted over 14,000 lights to LED, added approximately one megawatt of solar across four sites, and completed HVAC retrocommissioning work at the Northern and Western Service Centers; and

WHEREAS, the lighting and HVAC work was completed over the course of 2024 with the solar coming online in February and March 2025; and

WHEREAS, countywide facilities energy costs decreased due to the Phase One project, and to a smaller extent, lower energy market prices; and

WHEREAS, countywide costs were \$2.25 million in 2023, \$1.99 million in 2024, and \$1.76 million in 2025; and

WHEREAS, countywide cost reductions were 11.6 percent from 2023 to 2024; and

WHEREAS, countywide costs were reduced another 11.4 percent from 2024 to 2025; and

WHEREAS, building on the success of Phase One, staff has continued the partnership with McKinstry to explore options to maximize the County's return on investment in additional energy projects; and

WHEREAS, McKinstry reassessed all County facilities and the Phase Two project will save an additional 10 to 12 percent on top of Phase One savings; and

WHEREAS, this project includes rooftop solar at five sites, mechanical upgrades at three buildings, water conservation measures at 16 buildings, and building envelope sealing at 19 buildings; and

WHEREAS, this scope represents the best value to the County for the work to be performed; and

WHEREAS, the County will pay \$250,000 for this project up-front and is guaranteed savings of \$104,000 per year in energy and water costs; and

WHEREAS, those savings will be used to pay the Tax-Exempt Lease Purchase (TELP) loan used to finance the remainder of the project costs; and

WHEREAS, after factoring in the cost of filing for a federal tax credit available through the Inflation Reduction Act, the net present value of the savings that the County will realize are estimated to come to \$280,000 - more than the initial investment in the project; and

WHEREAS, the total project cost and contract with McKinstry is \$3,081,374 which is funded by \$250,000 of levy in the 2026 Adopted Facilities Capital Improvement Program and \$2,831,374 from a Tax-Exempt Lease Purchase loan coordinated by Finance and a third-party financial institution; and

WHEREAS, staff is recommending approval of the Energy Improvements Project Phase Two; and

WHEREAS, this project represents the best value to the County for the work to

be performed and meets the expectations of staff and the County Board for capital expenditures on energy improvements; and

WHEREAS, the completion of the Energy Improvements Project Phase Two will position the County to seek utility rebates and state and federal funding sources, which will shorten the project return on investment and increase the net present value.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with McKinstry Essention, LLC, in an amount of \$3,081,374, to perform the Energy Improvement Project Phase Two subject to approval by the County Attorney's Office as to form.

Ayes: 7

8. Central Operations

8.1 Resolution No: 26-171

Authorization To Execute Joint Powers Agreement With City Of Rosemount For Emergency Management Planning

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, since 2013 and with the approval of the Dakota County Board of Commissioners, the County has provided emergency management planning services to the Cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul; and

WHEREAS, the City of Rosemount has requested that the County provide emergency management support through a joint powers agreement (JPA) for a one-year period; and

WHEREAS, Dakota County agrees to enter into a JPA and provide the city emergency management planning support with an already-approved sub-contractor for the period of January 1, 2026, through December 31, 2026; and

WHEREAS, Dakota County will be reimbursed by the city \$6,578.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a joint powers agreement with the City of Rosemount, where the Dakota County will provide emergency management support through a sub-contractor, for the period of January 1, 2026, through December 31, 2026, subject to approval by the County Attorney's Office as to form.

Ayes: 7

- 8.2** Resolution No: 26-172
Authorization To Apply For 2025 Urban Area Security Initiative Grant With
Minnesota Department Of Public Safety

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM), have awarded Dakota County the sum of \$743,045 from the Urban Area Security Initiative (UASI) grant; and

WHEREAS, the grant period is January 1, 2026, through December 31, 2027; and

WHEREAS, funding from the federal government under the homeland security grant program will enhance preparedness activities related to natural disasters and terrorism; and

WHEREAS, the goal of the preparedness efforts is to improve countywide disaster and emergency response capabilities.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to submit a grant application for the Urban Area Security Initiative (UASI) grant for the amount of \$743,045 with the with Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA).

Ayes: 7

- 8.3** Report On Invoices Paid In March 2026
Information only; no action requested.

9. County Attorney

- 9.1** Resolution No: 26-173
Proclamation Of National Crime Victims' Rights Week In Dakota County For
April 19-25, 2026

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the week of April 19-25, 2026, is National Crime Victims' Rights Week, and the theme is *Listen. Act. Advocate. Protect victims, serve communities.*; and

WHEREAS, Americans are the victims of more than 20 million crimes each year, affecting both individuals and communities; and

WHEREAS, surviving a crime can have countless lasting effects on victims including physical, psychological, social and financial issues; and

WHEREAS, it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services; and

WHEREAS, Dakota County is hereby dedicated to raising awareness, victim rights and services available for crime survivors.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaim April 19-25, 2026, as National Crime Victims' Rights Week in Dakota County, and honor those who assist victims of crime throughout the year; and express our sincere gratitude and appreciation for the prosecutors and victim witness team in the County Attorney's Office, community-based victim advocates, criminal justice professionals, community members and health care professionals who are committed to improving our response to all victims of crime so that they may find assistance, support, justice and hope.

Ayes: 7

10. County Board/County Administration

10.1 2025 Gift Acceptance Report

Information only; no action requested.

11. Community Services

11.1 Resolution No: 26-174

Authorization To Execute Contract With Life Development Resources For Juvenile Services Center Therapeutic Services

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County Community Corrections has contracted for therapeutic services for juveniles at the Juvenile Service Center (JSC) for many years; and

WHEREAS, youth who receive therapeutic services while at the JSC often gain tools to understand their emotions, behavior, and past trauma; and

WHEREAS, these supports can help them build healthier coping skills and make better decisions when they return to their communities; and

WHEREAS, as a result, they are more likely to experience personal growth, reduce future involvement in the justice system, and move toward a more stable and positive future; and

WHEREAS, Life Development Resources (LDR) will provide therapeutic services to address the complex mental health needs of youth in the JSC; and

WHEREAS, LDR will provide Dialectical Behavioral Therapy services, both individual and group, and ensure that services received by the target population through this contract are delivered in a manner that is supported by research

and adapted to a cultural context within the scope of the model; and

WHEREAS, staff is requesting authorization to execute a contract for JSC therapeutic services with LDR in an amount not to exceed \$282,000 for the period of July 1, 2026 through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to execute a contract for Juvenile Services Center therapeutic services with Life Development Resources in an amount not to exceed \$282,000 for the period of July 1, 2026 through June 30, 2028, subject to approval by the County Attorney's Office as to form; and

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

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

Ayes: 7

12. Physical Development

12.1 Resolution No: 26-175

Authorization To Execute 2026 Lease Agreement For Agricultural Use Of County Property

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County has historically leased portions of unimproved County-owned parkland for interim agricultural purposes until it can be converted to its highest and best use according to approved master plans; and

WHEREAS, by Resolution No. 12-526 (October 23, 2012), the County Board directed staff to use a competitive sealed-bid process for leasing County-owned property for agricultural use; and

WHEREAS, the resolution authorized one-year lease terms for the initial leases and a sealed bid leasing process, and subsequent leases may have terms of up to three years; and

WHEREAS, the resolution further directed that if the County receives no bids or receives unacceptable bids, staff was to negotiate with current tenants or others to develop one-year agricultural-use leases for those sites without an acceptable bid; and

WHEREAS, all successful bids and negotiated agricultural-use leases must be presented to the County Board for review and consideration; and

WHEREAS, on March 26, 2026, two bids were received for leasing County-owned property for agricultural use; and

WHEREAS, staff recommends executing a contract with the highest bidder for the 2026, 2027, and 2028 growing seasons.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager for Physical Development to execute an agricultural lease agreement with the following individual for the use of specified County land at the rates, durations, and terms described, subject to approval by the County Attorney's Office, as to form: Joe Marthaler, for a lease on no more than 27.1 acres of cropland near the Empire Composting Facility (Site 6) at a rate of \$220.50 per acre each year for a total amount of \$17,926.55 across all growing seasons from April 1, 2026, through December 31, 2028.

Ayes: 7

12.2 Resolution No: 26-176
Approval Of Substantial Amendments To 2021 Dakota County HOME Investment Partnerships American Rescue Plan And 2023 And 2024 Dakota County HOME Consortium Programs

Motion: Joe Atkins

Second: Mary Hamann-Roland

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 and HOME-ARP Programs; and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the HOME and HOME-ARP Programs on behalf of Dakota County; and

WHEREAS, three types of substantial amendments to the HOME and HOME-ARP Programs 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-ARP Consortium Program to cancel the Dakota County HOME-ARP Development of Affordable Rental Housing activity, decrease the project budget of this activity by \$1,500,000, increase the Acquisition and Development of Non-Congregate Shelters activity by \$1,500,000, and add a limitation for Dakota County's HOME-ARP non-congregate shelter activity; and

WHEREAS, CDA staff recommends substantial amendments to the 2023 and 2024 Dakota County HOME Consortium Program to decrease the project budget of the 2023 Rental activity by \$234,096.52, increase the project budget of the 2023 Homeownership activity by \$234,096.52, decrease the project budget of the 2024 Rental activity by \$565,088.80, and increase the project budget of the 2024 Homeowner activity by \$565,088.80; and

WHEREAS, public notice of the substantial amendments was placed in the *Dakota Tribune* on March 20, 2026, 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 American Rescue Plan and the 2023 and 2024 HOME Investment Partnerships Programs.

Ayes: 7

12.3 Resolution No: 26-177

Authorization To Execute Contracts With Dick's Sanitation Services, Inc., And Allied Waste Services Of North America dba Republic Services Of The Twin Cities, Inver Grove Heights For Resource Management Services At County Buildings, Parks Facilities, And Residential Organics Drop-Off Locations

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, pursuant to advertisement, five qualified Resource Management Services proposals were received for the North Zone and four were received for the South Zone on January 14, 2026, for the collection, transportation, and delivery of municipal solid waste, recyclable materials, and organics collected from Dakota County facilities, parks, and select residential organics drop-sites to the appropriate waste management facilities; and

WHEREAS, resource management services also provide for the development of a detailed billing/invoicing reporting system and collaboration with County staff to improve waste reduction and recycling efforts, and

WHEREAS, Dick's Sanitation Services, Inc., submitted the lowest responsive

and responsible proposal for the North Zone in the amount of \$254,073.53; and

WHEREAS, Republic submitted the lowest response and responsible proposal for the South Zone in the amount of \$341,509.56; and

WHEREAS, funds for resource management services are included in the 2026 Facilities Management operating budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Dick's Sanitation Services, Inc., 2780 Snelling Avenue N, Suite 101, Roseville, MN 55113, for Resource Management services at Dakota County buildings in the North Zone for the period of June 1, 2026, through March 31, 2029, for \$254,073.53 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 a contract with Allied Waste Services of North America dba Republic Services of the Twin Cities, Inver Grove Heights, 1852 N Allied Way, Phoenix, AZ 85054, for Resource Management services at Dakota County buildings in the South Zone for the period of June 1, 2026, through March 31, 2029, for \$341,509.56, subject to available funding and approval by the County Attorney's Office as to form.

Ayes: 7

12.4 Resolution No: 26-178

Authorization To Execute Cooperative Purchasing Vendor Contract With Mid-America Business Systems And Equipment, Inc. For Shelving At Burnhaven Library

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the 2026-2030 Facilities Capital Improvement Program Adopted Budget includes a project to renovate the Burnhaven Library; and

WHEREAS, purchase of new shelving is planned as part of the Burnhaven Library project; and

WHEREAS, the purchase of new shelving will allow the County to store the materials collection at this renovated branch library location; and

WHEREAS, the purchase of new shelving will allow for reconfiguration and part interchangeability within the renovated Burnhaven Library and with other branches that have this common system; and

WHEREAS, staff solicited quotes for two vetted shelving products available through cooperative purchasing agreement contracts; and

WHEREAS, from the two quotes received, Mid-America Business Systems And

Equipment, Inc. has submitted the lowest responsive quote of \$189,514 as priced from Sourcewell Contract #110923-SPC; and

WHEREAS, staff has reviewed, researched, and determined an available shelving system from Mid-America Business Systems And Equipment, Inc., to be the most suitable for Burnhaven's needs; and

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

WHEREAS, the cooperative purchasing agreement with the State results in reduced workload and competitive pricing, allowing the County to take advantage of the time spent by the State to perform the competitive bidding process; and

WHEREAS, the specified stack shelving is available for purchase from the State contract vendors; and

WHEREAS, the project budget is sufficient to support the issuance of this contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract for the purchase and installation of library shelving at the Burnhaven Library as provided by Mid-America Business Systems And Equipment, Inc., 2500 Broadway Street NE, #100, Lauderdale, MN 55413, in an amount not to exceed \$189,514, subject to approval by the County Attorney's office as to form.

Ayes: 7

12.5 Resolution No: 26-179

Authorization To Initiate Quick-Take Condemnation, Amend Contract With Kimley-Horn And Associates, Inc., And Amend 2026 Transportation Budget For Delaware Avenue And Butler Avenue Improvements In Cities Of West St. Paul And Mendota Heights, County Projects 63-33 And 4-18

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, to promote a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 63-33, County State Aid Highway (CSAH) (Delaware Avenue) Reconstruction, and CP 4-18, County Road (CR) 4 (Butler Avenue) Safe Routes to School Improvements, in the cities of Mendota Heights and West St. Paul; and

WHEREAS, to promote a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 63-33, County State Aid Highway (CSAH) 63 (Delaware Avenue) Reconstruction, and CP 4-18, County Road (CR) 4 (Butler Avenue) Safe Routes to School Improvements, in the cities of Mendota

Heights and West St. Paul; and

WHEREAS, CP 63-33 will reconstruct CSAH 63 (Delaware Avenue) from Marie Avenue to Trunk Highway 149 (Dodd Road), including roadway modernization, intersection and safety improvements, drainage upgrades, and new separated pedestrian and bicycle facilities; and

WHEREAS, CP 4-18 was identified as part of the Dakota County School Travel Safety Assessment and will add trail and sidewalk along CR 4 (Butler Avenue) between CSAH 63 and Manomin Avenue to improve safety and accessibility for students and residents walking, biking, and rolling to nearby schools and destinations; and

WHEREAS, due to adjacent project limits, CP 63-33 and CP 4-18 will be designed and constructed in coordination with each other; and

WHEREAS, acquisition of the following 81 private property parcels identified in Dakota County Right of Way Map No. 515 is necessary to move forward with CP 63-33 and CP 4-18:

PARCEL NO 1 Kerry Kern & Lisa Kern
938 SQ. FT. (TEMPORARY)

PARCEL NO 2 Jeffrey R. Shandorf
1,138 SQ. FT. (TEMPORARY)

PARCEL NO 3 Michael J. Nicklawske & Kristen Nicklawske
1,228 SQ. FT. (TEMPORARY)

PARCEL NO 4 Roger J. Burke & Genevieve M. Burke
659 SQ. FT. (TRAIL)
1,945 SQ. FT. (TEMPORARY)

PARCEL NO 6 Monique A. Buursema & John C. Weikert
904 SQ. FT. (TEMPORARY)

PARCEL NO 7 Spencer McMillan & Breanna McMillan
12,455 SQ. FT. (TEMPORARY)

PARCEL NO 8 James P. Kolar & Michele M. Kolar
1,317 SQ. FT. (TRAIL)
6,723 SQ. FT. (TEMPORARY)

PARCEL NO 9 Brian Stevens & Jennifer Stevens
1,317 SQ. FT. (TRAIL)
5,083 SQ. FT. (TEMPORARY)

PARCEL NO 10 James E Joyce Jr Revocable Intervivos Trust dated

5/18/1999

1,501 SQ. FT. (TEMPORARY)

PARCEL NO 11 Lori A. Hollenkamp Trust u/a/d December 26, 2000

2,166 SQ. FT. (TEMPORARY)

PARCEL NO 12 Frank Hickey & Rhonda A. Teich Hickey

5,558 SQ. FT. (TEMPORARY)

PARCEL NO 13 Somerset Country Club

12,974 SQ. FT. (WALL)

42,336 SQ. FT. (TEMPORARY)

PARCEL NO 13A Somerset Country Club

13,296 SQ. FT. (TEMPORARY ACCESS)

PARCEL NO 14 Toby D. Schifsky & Joanne M. Schifsky

151 SQ. FT. (TRAIL)

478 SQ. FT. (TEMPORARY)

PARCEL NO 15 The Trust Agreement of Virginia A. Kahnert

301 SQ. FT. (TRAIL)

451 SQ. FT. (TEMPORARY)

PARCEL NO 16 David A. Hanson & Susan E. Hanson

300 SQ. FT. (TRAIL)

1,025 SQ. FT. (TEMPORARY)

PARCEL NO 17 Patrick T. Watson & Nicole M. Watson

301 SQ. FT. (TRAIL)

576 SQ. FT. (TEMPORARY)

PARCEL NO 18 Curtis A. Almberg & Raymond E. Guessford

301 SQ. FT. (TRAIL)

700 SQ. FT. (TEMPORARY)

PARCEL NO 19 Patricia M. Gitzen

301 SQ. FT. (TRAIL)

750 SQ. FT. (TEMPORARY)

PARCEL NO 20 Troy B. Davison & Debbie J. Davison

301 SQ. FT. (TRAIL)

650 SQ. FT. (TEMPORARY)

PARCEL NO 21 Justin L. Scott

301 SQ. FT. (TRAIL)

750 SQ. FT. (TEMPORARY)

PARCEL NO 22 Robert D. Lawler & Sandra M. Lawler
301 SQ. FT. (TRAIL)
451 SQ. FT. (TEMPORARY)

PARCEL NO 23 Alexis A. Berget
301 SQ. FT. (TRAIL)
626 SQ. FT. (TEMPORARY)

PARCEL NO 24 Kevin T. Martin & Angela L. Martin
361 SQ. FT. (TRAIL)
1,466 SQ. FT. (TEMPORARY)

PARCEL NO 25 Mark Perrone
361 SQ. FT. (TRAIL)
1,992 SQ. FT. (TEMPORARY)

PARCEL NO 26 Kent B. Crossley & Dee Ann Crossley
361 SQ. FT. (TRAIL)
1,141 SQ. FT. (TEMPORARY)

PARCEL NO 27 James J. Olson
361 SQ. FT. (TRAIL)
1,142 SQ. FT. (TEMPORARY)

PARCEL NO 28 Heidi A. Swank & Scott A. Swank
952 SQ. FT. (TEMPORARY)
SQ. FT. (TEMPORARY ACCESS)

PARCEL NO 30 Matthew D. Klein & Kristine Klein
1,814 SQ. FT. (TEMPORARY)

PARCEL NO 31 Anthony Charles Killian & Julie Marie Killian
460 SQ. FT. (TRAIL)
1,380 SQ. FT. (TEMPORARY)

PARCEL NO 32 David J. Fassler II & Brianna Havir
364 SQ. FT. (TRAIL)
1,186 SQ. FT. (TEMPORARY)

PARCEL NO 33 Corey Ploss
240 SQ. FT. (TRAIL)
360 SQ. FT. (TEMPORARY)

PARCEL NO 34 Corey Ploss
38 SQ. FT. (TRAIL)
58 SQ. FT. (TEMPORARY)

PARCEL NO 35 Dennis Todd Lee

400 SQ. FT. (TRAIL)
991 SQ. FT. (TEMPORARY)

PARCEL NO 36 Sarah Thomas
400 SQ. FT. (TRAIL)
1,451 SQ. FT. (TEMPORARY)

PARCEL NO 37 Sarah Thomas
677 SQ. FT. (TRAIL)
4,796 SQ. FT. (TEMPORARY)

PARCEL NO 38 Deidre Jewell
372 SQ. FT. (TEMPORARY)

PARCEL NO 39 Hayden N. Singer & Hannah M. Singer
652 SQ. FT. (TEMPORARY)

PARCEL NO 40 Kathryn Sanchez Bergeron
402 SQ. FT. (TEMPORARY)

PARCEL NO 41 Elizabeth F. Gunhus
487 SQ. FT. (TEMPORARY)

PARCEL NO 42 Thomas M. Solheid
625 SQ. FT. (TEMPORARY)

PARCEL NO 43 Wilbert P. Cuevas & Patricia Cuevas
16 SQ. FT. (TRAIL)
1,281 SQ. FT. (TEMPORARY)

PARCEL NO 44 Todd Van Heel
13 SQ. FT. (TRAIL)
648 SQ. FT. (TEMPORARY)

PARCEL NO 45 Suzanne R. De Young
676 SQ. FT. (TEMPORARY)

PARCEL NO 46 Geoff Chialu Chen & Jessica Grace Chen
151 SQ. FT. (TEMPORARY)

PARCEL NO 49 Mary Elisabeth Alm
125 SQ. FT. (TEMPORARY)

PARCEL NO 50 Juan Villanueva Delacruz & Jeannine Pohl
13 SQ. FT. (TEMPORARY)

PARCEL NO 52 Andrew D. Joy
405 SQ. FT. (TEMPORARY)

PARCEL NO 54 Alan R. Ellis & Brigid M. Ellis
430 SQ. FT. (TEMPORARY)

PARCEL NO 55 Daniel J. Huebl
61 SQ. FT. (TRAIL)
351 SQ. FT. (TEMPORARY)

PARCEL NO 56 Carrie Watts
751 SQ. FT. (TEMPORARY)

PARCEL NO 58 Patricia M. Spanier
150 SQ. FT. (TEMPORARY)

PARCEL NO 59 Olivia Lien
201 SQ. FT. (TEMPORARY)

PARCEL NO 60 Zachary S. Coates
SQ. FT. (NEW HIGHWAY)
400 SQ. FT. (TEMPORARY)

PARCEL NO 65 Juan Carlos Martin
100 SQ. FT. (TEMPORARY)

PARCEL NO 66 Mark G. Kirchner Revocable Trust dated August 19, 2005
1,175 SQ. FT. (TEMPORARY)

PARCEL NO 67 Warren Olson & Jean Olson
801 SQ. FT. (TEMPORARY)

PARCEL NO 68 Art Izaguirre & Cailin Miller
301 SQ. FT. (TEMPORARY)

PARCEL NO 70 Heidi R. Hubbell & Joseph G. Hubbell
300 SQ. FT. (TEMPORARY)

PARCEL NO 72 Steven Moeller
1,397 SQ. FT. (TEMPORARY)

PARCEL NO 73 Luis Francisco Leiva Sevilla
902 SQ. FT. (TEMPORARY)

PARCEL NO 77 John C. Shillcox & Jennifer K. Shillcox
801 SQ. FT. (TEMPORARY)

PARCEL NO 78 Erin Niedorf & Aaron Niedorf
451 SQ. FT. (TEMPORARY)

PARCEL NO 81 Howry Properties LLC
300 SQ. FT. (TEMPORARY)

PARCEL NO 82 Clinton A. Tuhy & Ann M. Tuhy
101 SQ. FT. (TEMPORARY)

PARCEL NO 83 Jeffrey J. Corniea & Rebecca F. Lunna
901 SQ. FT. (TEMPORARY)

PARCEL NO 84 Mekdes Biruk & Biniyme Wolde
407 SQ. FT. (TEMPORARY)

PARCEL NO 85 Katharine A. Chadwick
519 SQ. FT. (TEMPORARY)

PARCEL NO 89 Deborah L. Trainer & Jack E. Trainer
300 SQ. FT. (TEMPORARY)

PARCEL NO 91 Carl M. Casale & Kim K. Casale
1,251 SQ. FT. (TEMPORARY)

PARCEL NO 94 The Mariette Marie Sears Living Trust, Dated October 9,
2007
451 SQ. FT. (TEMPORARY)

PARCEL NO 95 21st Housing Square LLC
451 SQ. FT. (TEMPORARY)

PARCEL NO 96 Justin Small & Kristin Small
1,801 SQ. FT. (TEMPORARY)

PARCEL NO 99 Casey M. Finnegan & Linda L. Finnegan
700 SQ. FT. (TEMPORARY)

PARCEL NO 100 Kristin Rasmussen Revocable Trust, dated November 8,
2017
960 SQ. FT. (TEMPORARY)

PARCEL NO 101 Cath Zinner & Theodore L. Zinner Jr.
1,673 SQ. FT. (TEMPORARY)

PARCEL NO 105 The Thomas I. Dodge Trust Agreement dated March 12,
2010
9,143 SQ. FT. (TEMPORARY)

PARCEL NO 106 Alan R. Johnston & Judith E. Johnston
301 SQ. FT. (TEMPORARY)

PARCEL NO 108 Eliza D. Burgund
601 SQ. FT. (TEMPORARY)

PARCEL NO 112 Claire Arthur Miller
189 SQ. FT. (TEMPORARY)

PARCEL NO 113 Thomas Graff & Maria Graff
1,098 SQ. FT. (NEW HIGHWAY)
1,163 SQ. FT. (TEMPORARY)

PARCEL NO 114 Mary C. Kirby & Timothy Kirby
766 SQ. FT. (NEW HIGHWAY)
364 SQ. FT. (TEMPORARY)

PARCEL NO 115 Patrick M. Henry and Lucille B. Henry Joint Revocable Trust
503 SQ. FT. (NEW HIGHWAY)
212 SQ. FT. (TEMPORARY)

; and

WHEREAS, by Resolution No. 24-351 (July 9, 2024), the County Board authorized execution of Contract DCA21933 with Kimley-Horn and Associates, Inc., for professional design services for CP 63-33 and CP 4-18 in the amount of \$1,832,900; and

WHEREAS, during final design, additional tasks outside the original scope were identified as necessary to complete the project and meet partner agency requirements; and

WHEREAS, staff requested and received an amendment memorandum from Kimley-Horn and Associates, Inc., outlining the scope and cost of completing the additional final design tasks; and

WHEREAS, County staff negotiated a fee of \$217,070 with Kimley-Horn and Associates, Inc., to complete the necessary additional engineering design services; and

WHEREAS, the County Engineer recommends execution of a contract amendment with Kimley-Horn and Associates, Inc. in the amount of \$217,070, for a new total contract amount not to exceed \$2,049,970; and

WHEREAS, a budget amendment to the adopted 2026 Transportation Capital Improvement Program Budget is necessary to support additional design, right of way acquisition, and related project costs for CP 63-33 and CP 4-18; and

WHEREAS, staff recommends increasing the budget by \$1,109,221 for CP 63-33 and \$142,999 for CP 4-18, consistent with the adopted County cost-share policy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney’s Office to initiate quick-take condemnation for remaining parcels necessary for County Projects 63-33 and 4-18 if timely acquisition through direct negotiation does not appear possible; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager - Physical Development Division to execute a contract amendment with Kimley-Horn and Associates, Inc., for additional engineering consulting services for County Projects 63-33 and 4-18 in the amount of \$217,070, resulting in a total amended contract not to exceed \$2,049,970, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the adopted 2026 Transportation Capital Improvement Program Budget is hereby amended as follows:

Expense - County Project 63-33

| | |
|----------------------|--------------------|
| County Project 63-33 | <u>\$1,109,221</u> |
| Total Expense | \$1,109,221 |

Revenue - County Project 63-33

| | |
|----------------------|--------------------|
| CSAH | \$942,838 |
| City’s Local Share | <u>\$166,383</u> |
| Total Revenue | \$1,109,221 |

Expense - County Project 4-18

| | |
|----------------------|------------------|
| County Project 4-18 | <u>\$142,999</u> |
| Total Expense | \$142,999 |

Revenue - County Project 4-18

| | |
|--------------------|-----------------|
| CSAH | \$121,549 |
| City’s Local Share | <u>\$21,450</u> |

| | |
|----------------------|------------------|
| Total Revenue | \$142,999 |
|----------------------|------------------|

Ayes: 7

12.6 Resolution No: 26-180
Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights Regarding Signal Maintenance Agreement

Motion: Joe Atkins Second: Mary Hamann-Roland

WHEREAS, the City of Inver Grove Heights has undergone jurisdictional transfer of numerous traffic signals from the Minnesota Department of Transportation; and

WHEREAS, Dakota County maintains traffic signals owned by various municipalities across the County; and

WHEREAS, the City of Inver Grove Heights is seeking entry into an agreement with Dakota County to maintain traffic signals that have been transferred under the City's ownership; and

WHEREAS, Dakota County will bill Inver Grove Heights for the agreed upon amounts in relation to the City's traffic signal maintenance; and

WHEREAS, County and City maintenance, operation, and energy cost responsibilities are identified in the joint powers agreement (JPA).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager - Physical Development Division to execute a signal maintenance joint powers agreement with the City of Inver Grove Heights, subject to approval by the County Attorney's Office as to form.

Ayes: 7

12.7 Resolution No: 26-181

Authorization To Execute Third Contract Amendment With Toltz, King, Duvall, Anderson, And Associates, Inc., For Continuing Preliminary Engineering Services For County State Aid Highway 46 In Cities Of Rosemount, Empire, And Coates, County Project 99-013 (ST00011)

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, to provide a safe and efficient transportation system, the County and the City of Rosemount are proceeding with County Project (CP) 99-013 (ST00011); and

WHEREAS, CP 99-013 is the corridor study and preliminary design of County State Aid Highway (CSAH) 46 (160th Street/Brandel Drive) from Trunk Highway 3 in Rosemount and Empire Township to CSAH 48 (160th Street) in Coates; and

WHEREAS, Dakota County and the cities of Coates, Rosemount, Empire are partnering on the preliminary design of CP 99-013 (ST00011); and

WHEREAS, by Resolution No. 24-090 (February 27, 2024), the County Board executed contract DCA21368 with, Toltz, King, Duvall, Anderson, and Associates, Inc., for CP 99-013 with the amount not to exceed \$452,790.75; and

WHEREAS, by Administrative Change in December 2024, the Assistant County Manager: Physical Development Division executed the first contract amendment for extending the contract through December 31st, 2025; and

WHEREAS, by Administrative Change in December 2025, the Assistant County Manager: Physical Development Division executed the second contract amendment for extending the contract through December 31st, 2026; and

WHEREAS, through project development, staff identified the requirement of

evaluating additional alternative intersection design options at Akron Avenue and Barbara Avenue to get the concurrence of the University of Minnesota; and

WHEREAS, a third contract amendment in the amount of \$112,562.00 is needed for Toltz, King, Anderson, and Associates, Inc., to complete the additional design elements; and

WHEREAS, staff negotiated the cost of the additional items with Toltz, King, Anderson, and Associates, Inc., and concurs with the fee for the required work; and

WHEREAS, staff recommends amending Toltz, King, Anderson, and Associates, Inc.'s contract in an amount not to exceed \$565,352.75; and

WHEREAS, sufficient funds exist within the budget for CP 99-013 to proceed with the requested consultant contract amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development Division to execute the contract amendment with Toltz, King, Anderson, and Associates, Inc., in the amount not to exceed \$565,352.75 for design services for County Project 99-013, subject to approval by the County Attorney's Office as to form.

Ayes: 7

12.8 Resolution No: 26-182

Authorization To Execute Second Contract Amendment With Short Elliott Hendrickson Inc. For Continuing Final Design Services For County State Aid Highway 42 (145th Street) At Trunk Highway 52 Interchange Improvements In City Of Rosemount, County Project 42-174

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County, in partnership with the City of Rosemount and the Minnesota Department of Transportation, is progressing with County Project (CP) 42-174 to improve the interchange at County State Aid Highway 42 and US Trunk Highway 52; and

WHEREAS, project improvements include interchange geometry modifications, ramp signalization, and associated design work intended to enhance safety and mobility; and

WHEREAS, by Resolution No. 24-384 (July 30, 2024), the Dakota County Board executed Contract DCA21938 with Short Elliott Hendrickson Inc. (SEH) for design services in an amount not to exceed \$349,340; and

WHEREAS, by Administrative Change in December 2025, the County extended the contract term through December 31, 2027; and

WHEREAS, staff identified the need for additional geotechnical investigation, laboratory testing, engineering analysis, and preparation of a Materials Design Report, which were not included in the original scope of work; and

WHEREAS, SEH submitted a cost proposal of \$54,944 for performing the additional design tasks, and staff has reviewed and negotiated the cost and finds it acceptable; and

WHEREAS, sufficient funds exist within the adopted budget for CP 42-174 to support the contract amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager for the Physical Development Division to execute a second contract amendment with Short Elliott Hendrickson Inc. in the amount of \$54,944, resulting in a revised total contract amount not to exceed \$404,284, subject to approval by the County Attorney’s Office as to form.

Ayes: 7

12.9 Resolution No: 26-183
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:

| | |
|--------------------------------|------------|
| BURNHILL FOURTH ADDITION | Burnsville |
| HERITAGE COMMONS 11TH ADDITION | Lakeville |

Ayes: 7

12.10 Resolution No: 26-184
Certification Of Property Assessed Clean Energy Charges For Energy Improvements On Property In City Of Mendota Heights

Motion: Joe Atkins

Second: Mary Hamann-Roland

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

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

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

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

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

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

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

WHEREAS, the county understands the final interest rate may change at closing based on market conditions and if the rate changes, the Saint Paul Port Authority must notify the County after closing or on or before November 30, 2026, whichever occurs first, with a memo including the updated rate, amortization schedule, term, and principal amount.

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

Property Owner: Landco Investments Mendota Heights, LLC
Parcel Number: 27-52250-01-040

Assessment: \$3,500,000
 Interest Rate: 8.29%
 Finance Period: 29 years
 Accrual Date: 1/1/2027
 ; and

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

Ayes: 7

12.11 Resolution No: 26-185

Authorization To Submit Minnesota Pollution Control Agency Application For Prevention Of Wasted Food And Food Rescue Grant Funds To Support Food Waste Reduction Program

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, in Minnesota, metropolitan counties are responsible for waste management policy and programs to achieve state goals for waste management and that support the State Waste Management Hierarchy, with waste prevention being the most preferred waste management method (Minn. Stat. § 115A.551); and

WHEREAS, by Resolution No. 25-456 (September 23, 2025), the County Board adopted the 2024-2044 Solid Waste Management Plan (Solid Waste Management Plan), which incorporates Minnesota Pollution Control Agency (MPCA)-mandated enhanced focus on waste prevention, including food waste prevention; and

WHEREAS, the MPCA has Statewide Prevention of Wasted Food and Food Rescue Minnesota climate smart food systems (CSFS) grant funding available for projects that result in an increase in the amount of wasted food that is prevented or rescued for human consumption; and

WHEREAS, the State grants were established with the purpose of keeping edible food out of the disposal system and conserving resources that went into producing food for human consumption; and

WHEREAS, political subdivisions of the state, including Dakota County, are eligible to receive this funding; and

WHEREAS, this grant request supports implementation of the Solid Waste Management Plan tactic 11a to “Provide support (e.g., funding, technical assistance) to organizations (e.g., food shelves, restaurants, grocery stores, schools) to improve the safe storage and transportation of surplus edible food”; and

WHEREAS, the required 20 percent county grant match will be achieved through in-kind staff time; and

WHEREAS, the grant application deadline is April 28, 2026, and the grant expiration date is September 2029.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit a Statewide Prevention of Wasted Food and Food Rescue grant application to the Minnesota Pollution Control Agency for an amount up to \$180,000.

Ayes: 7

12.12 Resolution No: 26-186

Authorization To Execute Seventh Contract Amendment With Voith Hydro, Inc. For Commissioning Services For Byllesby Dam Water-To-Wire Redevelopment Project

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, effective April 20, 2018, the County of Dakota (County) executed a contract with Voith Hydro, Inc., (Contractor) for the provision of services, labor and materials related to the design and fabrication of the Water-to-Wire Package for the Byllesby Dam Turbine Upgrade, also referred to as the Byllesby Dam Water-To-Wire Redevelopment Project; and

WHEREAS, effective December 23, 2019, the County executed a first contract amendment to increase the contract amount by \$76,794 for a total contract amount not to exceed \$4,297,230, for the provision of services, labor, and materials to incorporate changes to the scope of work and adjust the liquidated damages and project schedule dates; and

WHEREAS, effective March 20, 2020, the County executed a second contract amendment to increase the contract amount by \$68,841 for a total contract maximum not to exceed \$4,366,071, for the provision of services, labor, and materials related to changes in the electric equipment to address powering Byllesby Regional Park and modifications in the penstocks to make construction more cost-effective; and

WHEREAS, effective August 24, 2020, the County executed a third contract amendment to increase the contract amount by \$123,696 for a total contract maximum not to exceed \$4,489,766 for the provision of services, labor, and materials related to the Byllesby Dam Upgrade Project; and

WHEREAS, effective February 10, 2022, the County executed a fourth contract amendment to increase the contract amount by \$6,630 for a total contract maximum not to exceed \$4,496,396 for the provision of services, labor, and materials related to the Byllesby Dam Upgrade Project; and

WHEREAS, effective March 17, 2022, the County executed a fifth contract

amendment to update hourly rates for supervision and commissioning work for the site installation and testing; and

WHEREAS, effective March 15, 2024, the County executed a sixth contract amendment to increase the contract amount by \$272,130 for a total contract maximum not to exceed \$4,768,526 for the on-site installation and inspection representatives for the commissioning phase related to the Byllesby Dam Upgrade Project; and

WHEREAS, the costs associated with the seventh amendment are for on-site testing, inspection, and programming services for the remaining commissioning tasks for the project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development to execute a contract amendment with Voith Hydro, Inc. in the amount of \$205,000, bringing the total not to exceed contract amount to \$4,973,527, subject to approval by the County Attorney’s Office as to form.

Ayes: 7

13. Public Services and Revenue

13.1 Resolution No: 26-187

Approval Of Application For Assemblage Of Large Numbers Of People License For Tunnel To Towers Foundation

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, an application has been submitted by Tunnel to Towers Foundation to hold the Tunnel to Towers Twin Cities 5K at the Dakota County Fairgrounds in Castle Rock Township; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed license, and the application has been reviewed for compliance with the County Ordinance No. 112 and has been approved by the Public Services and Revenue Division, Public Health Department, Risk Management Department, Transportation Department and Sheriff’s Office; and

WHEREAS, Castle Rock Township approved the application on April 14, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application for Assemblage of Large Numbers of People License received by Tunnel to Towers Foundation to hold the Tunnel to Towers Twin Cities 5K on May 16, 2026, from 9:00 a.m. to 12:30 p.m. at the Dakota County Fairgrounds, and authorized the Public Services and Revenue Division to issue the license.

Ayes: 7

REGULAR AGENDA

14. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

15. County Manager's Report

County Manager Heidi Welsch mentioned that Earth Day is this week and there are many opportunities to serve throughout the County.
The Dakota-Scott joint workshop is scheduled for April 28 at 1:00 p.m. in Scott County.
The RZ plus Groundbreaking is April 29 at 9 a.m. This is a combined partnership with Scott County.

16. Information

16.1 Information

See Attachment for future Board meetings and other activities.

17. Adjournment

17.1 Resolution No: 26-188

Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was unanimously adjourned at 9:33 a.m.

Ayes: 7

Laurie Halverson
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-5612

Agenda #: 6.1

Meeting Date: 5/5/2026

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE

Authorization To Participate In The Discover Financial Services Merchant Class Action Settlement And Submit Claims For Any Amounts Owed

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to participate in the Discover Financial Services Merchant Class Action Settlement by submitting online claims for transactions processed using Discover credit cards between 2007 and 2023.

SUMMARY

Discover Financial Services processes credit card transactions (“Discover Card transactions”) on behalf of third-party intermediaries and end-user merchants. Discover Financial Services was named in a class action lawsuit in which it was accused of misclassifying “consumer” credit cards as “commercial” credit cards and charged higher merchant processing fees as a result. Dakota County as an end-user processor accepting Discover Card transactions qualifies as a claimant in the class action.

Plaintiffs and Discover Financial Services have entered into a global settlement agreement in which it has agreed to pay at minimum a total of \$540 million to claimants, with the exact payment amount dependent on the number of claims submitted. Dakota County has a claim to a portion of the settlement proceeds as an end-user merchant that processes Discover Card transactions.

Dakota County has received several notices for enrollment into the settlement, with a deadline to submit claims by May 18, 2026. Risk Management and Finance will work together to compile and submit data for the claim.

RECOMMENDATION

Staff recommend the Board authorize the Deputy County Manager to participate in Discover Financial Services Merchant Class Action Settlement and submit claims for transactions processed using Discover credit cards between 2007 and 2023.

EXPLANATION OF FISCAL/FTE IMPACTS

Participation in the class action settlement may result in additional revenue based on claims submitted. Any revenue received because of participation in this class action lawsuit will be recorded to the General Fund.

None Current budget Other

Amendment Requested

New FTE(s) requested

RESOLUTION

WHEREAS, Discover Financial Services has reached a settlement to resolve allegations of misclassifying credit cards resulting in excessive merchant fees; and

WHEREAS, Dakota County accepted Discover transactions during the class period (2007-2023) and is eligible for a portion of the settlement; and

WHEREAS, the deadline for claim submission is May 18, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes participation in the Discover Card Merchant Class Action Settlement; and

BE IT FURTHER RESOLVED, That the Deputy County Manager is authorized to execute and submit all necessary claim documents prior to the deadline; and

BE IT FURTHER RESOLVED, That any proceeds received be deposited into the appropriate County funds as determined by the Deputy County Manager.

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: Will Wallo

Author: Kristen Zimmerman



Board of Commissioners

Request for Board Action

Item Number: DC-5624

Agenda #: 7.1

Meeting Date: 5/5/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Authorization To Amend 2026 County Board Meeting Schedule

PURPOSE/ACTION REQUESTED

Amend the 2026 County Board meeting schedule to notice a change in meeting location for the June 9, 2026 and June 23, 2026 County Board meetings.

SUMMARY

Since adopting the 2026 meeting schedule, a Boardroom construction project has been scheduled and the Boardroom will be unavailable for meetings in the month of June. Staff are recommending a change in the location for June County Board meetings.

RECOMMENDATION

Staff recommends that the meeting schedule is amended and that the following meetings in June meet at 9:00 a.m. in Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN:

- June 9, 2026, County Board meeting.
- June 23, 2026, County Board meeting.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2026 County Board meeting schedule due to a Boardroom construction project; and

BE IT FURTHER RESOLVED, That the June 9, 2026 County Board meetings is held at 9:00 a.m., in Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN; and

BE IT FURTHER RESOLVED, That the June 23, 2026 County Board meetings is held at 9:00 a.m., in Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.

PREVIOUS BOARD ACTION

25-603; 12/16/25

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5147

Agenda #: 8.1

Meeting Date: 5/5/2026

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

Authorization To Accept Department Of Housing And Urban Development Grant Funds, Execute Grant Agreement, And Amend 2026 Social Services Budget

PURPOSE/ACTION REQUESTED

Authorization to accept U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) grant funds in the amount of \$846,061 for the grant period June 1, 2026-May 31, 2027, execute a grant agreement, and amend the 2026 Social Services Budget.

SUMMARY

The U.S. Department of HUD Continuum of Care Rapid Re-Housing (CoC RRH) program provides rental assistance and case management to re-house people experiencing homelessness. Dakota County has received grant funds from HUD to provide this service for over twenty years. HUD issues CoC funds through a competitive grant process called a Notice of Funding Opportunity (NOFO).

By Resolution No. 26-059 (February 3, 2026), Dakota County Social Services received approval from the Board of Commissioners to apply for CoC RRH funds June 1, 2026 through May 31, 2027, in an amount not to exceed \$1,000,000. Applications were due to HUD by February 9, 2026. Dakota County applies for HUD CoC funds through the Suburban Metro Area Continuum of Care (SMAC), which includes Anoka, Carver, Dakota, Scott and Washington Counties.

HUD awarded Dakota County Social Services \$846,061 in CoC RRH funds for the period of June 1, 2026 through May 31, 2027. These funds provide rental assistance to 48 families (at any given time) experiencing homelessness. Dakota County is required to provide a 25 percent match as part of this award. The match is provided by Local Affordable Housing Aid (LAHA) funds which pays for staff time to provide housing search and case management services to families on this grant.

The purpose of the program is to assist families moving from homelessness to independent living by securing safe, stable housing through temporary housing assistance. Dakota County Supportive Housing Unit (SHU) staff assists clients to build independent living skills and increase income. Staff work closely with the Dakota County Community Development Agency (CDA) to ensure that clients are on the appropriate waiting lists for permanent housing subsidies, if necessary. At the end of the program, families may transition to other rental subsidies or to self-payment of rent without moving to a different unit.

The grant allows for administrative costs, which will be 10% of the award. Within this 10%, this grant allows for indirect administrative costs at a rate of 15% of qualifying expenses (limited to wages,

benefits and purchased services).

OUTCOMES

June 1, 2024-May 31, 2025

How Much? 65 households served

How Well? 64 percent households of color served

Is Anyone Better Off? 74 percent exited to stable housing

RECOMMENDATION

Staff recommends acceptance of the Department of Housing and Urban Development (HUD) Continuum of Care grant funds for the period of June 1, 2026 through May 31, 2027, in the amount of \$846,061, execution of the grant agreement, and amendment to the 2026 Social Services budget by \$14,210 to reflect increased revenue and expenses.

EXPLANATION OF FISCAL/FTE IMPACTS

The County will contribute a 25 percent required match, funded through Local Affordable Housing Aid (LAHA). The matching funds are included in the 2026 Adopted Social Services Budget within the General Fund. The Adopted 2026 Social Services budget also included \$831,851 in estimated revenues and expenditures for this grant. A budget amendment of \$14,210 is being requested to increase this budget to the final grant amount of \$846,061 for the grant period June 1, 2026 through May 31, 2027.

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

RESOLUTION

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) Continuum of Care Rapid Re-Housing (CoC RRH) program provides rental assistance and case management to re-house people experiencing homelessness; and

WHEREAS, Dakota County has received grant funds from HUD to provide this service for over twenty years; and

WHEREAS, HUD issues CoC funds through a competitive grant process called a Notice of Funding Opportunity (NOFO); and

WHEREAS, by Resolution No. 26-059 (February 3, 2026), Dakota County Social Services received approval from the Board of Commissioners to apply for CoC RRH funds June 1, 2026 through May 31, 2027, in an amount not to exceed \$1,000,000; and

WHEREAS, applications were due to HUD by February 9, 2026; and

WHEREAS, Dakota County applies for HUD CoC funds through the Suburban Metro Area Continuum of Care (SMAC), which includes Anoka, Carver, Dakota, Scott and Washington Counties; and

WHEREAS, HUD awarded Dakota County Social Services \$846,061 in CoC RRH funds for the period of June 1, 2026 through May 31, 2027; and

WHEREAS, these funds provide rental assistance to 48 families (at any given time) experiencing homelessness; and

WHEREAS, Dakota County is required to provide a 25 percent match as part of this award; and

WHEREAS, the match is provided by Local Affordable Housing Aid (LAHA) funds which pays for staff time to provide housing search and case management services to families on this grant; and

WHEREAS, the purpose of the program is to assist families moving from homelessness to independent living by securing safe, stable housing through temporary housing assistance; and

WHEREAS, Dakota County Supportive Housing Unit (SHU) staff assist clients to build independent living skills and increase income; and

WHEREAS, staff work closely with the Dakota County Community Development Agency (CDA) to ensure that clients are on the appropriate waiting lists for permanent housing subsidies, if necessary; and

WHEREAS, at the end of the program, families may transition to other rental subsidies or to self-payment of rent without moving to a different unit; and

WHEREAS, the grant allows for administrative costs, which will be 10% of the award; and

WHEREAS, this grant allows for indirect administrative costs at a rate of 15% of qualifying expenses (limited to wages, benefits and purchased services); and

WHEREAS, staff recommends accepting Department of HUD CoC grant funds for the period of June 1, 2026 through May 31, 2027 in an amount of \$846,061, executing the grant agreement, and amending the 2026 Social Services budget to reflect revenue and expenses.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to accept U.S. Department of Housing and Urban Development for Continuum of Care Rapid Re-Housing grant funds in an amount of \$846,061 for the grant period of June 1, 2026 through May 31, 2027, execute the grant agreement subject to approval by the County Attorney's Office as to form; and

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

BE IT FURTHER RESOLVED, That the 2026 Social Services budget is hereby amended as follows:

Expense

| | |
|----------------------|-----------------|
| Housing Services | \$14,210 |
| Total Expense | \$14,210 |

Revenue

HUD Revenue \$14,210

Total Revenue **\$14,210**

PREVIOUS BOARD ACTION

26-059; 02/03/26

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: Madeline Kastler



Board of Commissioners

Request for Board Action

Item Number: DC-5560

Agenda #: 8.2

Meeting Date: 5/5/2026

DEPARTMENT: Veterans Services

FILE TYPE: Consent Action

TITLE

Annual Appropriation To Dakota County Veterans Service Organizations In Support Of 2026 Memorial Day Events Or Activities, Or To Purchase Items To Support Memorial Day

PURPOSE/ACTION REQUESTED

Appropriate 2026 funds to Veterans Service Organizations within Dakota County to support Memorial Day events or activities, or to purchase items to support Memorial Day.

SUMMARY

Pursuant to Minn. Stat. § 375.35, the County Board has authority to appropriate annual funds to each post of a recognized military service persons' organizations or society, holding charter from Congress or incorporated in MN, organized and existing in Dakota County, to defray Memorial Day expenses. If restrictions prevent Veterans Service Organizations from holding or sponsoring Memorial Day events, funds can be utilized to purchase items to support Memorial Day, including flags or plaques, etc. that honor and commemorate military personnel.

As in past years, staff recommends that each Veterans Service Organization within Dakota County listed below receive \$100, for a total appropriation of \$2,200, for its use in funding Memorial Day activities or to purchase items to support Memorial Day in the organization's community. Memorial Day is observed on Monday, May 25, 2026.

- Apple Valley American Legion Post 1776
- Apple Valley VVA Chapter 363
- Burnsville American Legion Post 1700, Patrick Kopp Post
- Burnsville VFW Post 5833, Glen C Turner Post
- Eagan American Legion Post 594, Daniel R. Olsen Post
- Farmington American Legion Post 189, Clifford Larson Post
- Farmington Sypal-Lundgren VFW Post 7662
- Hastings AMVETS Post 10
- Hastings Lyle Russell VFW Post 1210
- Hastings American Legion Post 47, Nelson-Lucking Post
- Inver Grove Heights Legion Post 424
- Lakeville American Legion Post 44, John Vessey Post
- Lakeville VFW Post 210, Oscar & John Soberg Post
- Mendota AMVETS 1, Raymond T. Furlong-Zigmund Post

- Mendota VFW Post 6690, Vasatka-Goers Post
- Minnesota DAV South Metro Chapter 40
- Rosemount American Legion Post 65
- Rosemount VFW Post 9433
- South St. Paul Abner Rude American Legion Post 481
- South St. Paul Military Order of the Purple Heart Chapter #5
- South St. Paul VFW Post 295, Gallagher-Hansen Post
- West St. Paul Challenger American Legion Post 521

OUTCOMES

Veterans Service Organizations will contribute to community engagement by holding activities to benefit both the military and general community. Veterans will be recognized for their service and contributions to the community.

RECOMMENDATION

Staff recommends appropriation of funds to Veterans Service Organizations within Dakota County to support Memorial Day events or activities, or to purchase items to support Memorial Day.

EXPLANATION OF FISCAL/FTE IMPACTS

This cost is included in the 2026 Veterans Services Budget and is funded by levy.

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

RESOLUTION

WHEREAS, pursuant to Minn. Stat. § 375.35, the County Board has authority to appropriate annual funds to each post of a recognized military service persons' organizations or society, holding charter from Congress or incorporated in MN, organized and existing in Dakota County, to defray Memorial Day expenses; and

WHEREAS, as in past years, staff recommends that each Veterans Service Organization within Dakota County listed below receive \$100, for a total appropriation of \$2,200, for its use in funding Memorial Day activities or to purchase items to support Memorial Day in the organization's community:

- Apple Valley American Legion Post 1776
- Apple Valley VVA Chapter 363
- Burnsville American Legion Post 1700, Patrick Kopp Post
- Burnsville VFW Post 5833, Glen C Turner Post
- Eagan American Legion Post 594, Daniel R. Olsen Post
- Farmington American Legion Post 189, Clifford Larson Post
- Farmington Sypal-Lundgren VFW Post 7662
- Hastings AMVETS Post 10
- Hastings Lyle Russell VFW Post 1210
- Hastings American Legion Post 47, Nelson-Lucking Post
- Inver Grove Heights Legion Post 424

- Lakeville American Legion Post 44, John Vessey Post
- Lakeville VFW Post 210, Oscar & John Soberg Post
- Mendota AMVETS 1, Raymond T. Furlong-Zigmund Post
- Mendota VFW Post 6690, Vasatka-Goers Post
- Minnesota DAV South Metro Chapter 40
- Rosemount American Legion Post 65
- Rosemount VFW Post 9433
- South St. Paul Abner Rude American Legion Post 481
- South St. Paul Military Order of the Purple Heart Chapter #5
- South St. Paul VFW Post 295, Gallagher-Hansen Post
- West St. Paul Challenger American Legion Post 521

; and

WHEREAS, Memorial Day is observed on Monday, May 25, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to appropriate funds in the amount of \$100 to each of the Veterans Service Organizations within Dakota County listed in the above Resolution summary, for a total appropriation of \$2,200, to support Memorial Day events or activities, or to purchase items to support Memorial Day 2026.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACTS

Department Head: Lisa Thomas

Author: Lisa Thomas



Board of Commissioners

Request for Board Action

Item Number: DC-5611

Agenda #: 8.3

Meeting Date: 5/5/2026

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Proclamation Of May 2026 As Older Americans Month In Dakota County

PURPOSE/ACTION REQUESTED

Proclaim May 2026 as Older Americans Month in Dakota County.

SUMMARY

Every May, the nation's observance of Older Americans Month, is a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults. This year the theme is: "Champion Your Health," promoting wellness, prevention, and personal responsibility for healthy aging.

OUTCOMES

Public Health's Communities for a Lifetime (CFL) Initiative:

- The Fall Prevention Project works with fire departments in West St. Paul, South St. Paul, Burnsville, Eagan, and recently added Hastings and Rosemount to lower lift assists and falls for older adults, educating aging residents about fall prevention and available resources, programs, and services. In 2025, there were 110 referrals made from three fire departments and 73 clients contacted by Community Health Workers and the CFL Program Manager.
- In partnership with the GoDakota travel training program, CFL offered rideshare trainings for older adults in 2025: 73 people attended three rideshare trainings in Dakota County. The trainings are designed to teach older adults how to use Lyft/Uber as a transportation option.

Community Services and Supports for Older Adults:

These programs are designed to support people living in their homes to remain as independent as possible. The programs are: Alternative Care, Elderly Waiver, Essential Community Supports.

- The programs serve people who are age 65 and over (single or married), who are living in their own home/apartment or in assisted living. All programs include the service of case management.
- The person must have a physical or medical need for services and meet the person's assessed needs.

- Available services in Alternative Care and Elderly Waiver programs: skilled nurse visits, home health aide, personal care attendant/Community First services and supports, caregiver education and training, homemaker, home delivered meals/congregate dining, Senior Companion, medical supplies and equipment.
- If someone does not meet service level of care for Alternative Care or Elderly Waiver, they may qualify for Essential Community Supports (ECS): Adult Day Program, caregiver training and education, chore services, community living assistance, home delivered meals, homemaking services, personal emergency response system.
- In 2025, there were 663 initial assessments completed for over age 65 programs.
- In 2025, there were 165 individuals who opened Elderly Waiver within Dakota County and then were transferred to managed care plans. A Dakota County assessor completes the initial assessment, and Dakota County case managers initiate services for an individual prior to them going to a managed care plan.
- In 2026, for individuals open for ongoing support, there are currently 290 individuals open to Alternative Care case management, 255 open to Elderly Waiver case management, and 8 open to Essential Community Supports case management within Dakota County.

RECOMMENDATION

To encourage residents to observe Older Americans Month and recognize older Americans' contributions to the county, staff recommends that the Dakota County Board of Commissioners proclaim the month of May 2026, as Older Americans Month in Dakota County.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, every May, the nation’s observance of Older Americans Month, is a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults; and

WHEREAS, the 2026 theme is: “Champion Your Health,” promoting wellness, prevention, and personal responsibility for healthy aging.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 2026 Older Americans Month as a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACTS

Department Head: Gina Pistulka

Author: Jess Luce



Board of Commissioners

Request for Board Action

Item Number: DC-5463

Agenda #: 9.1

Meeting Date: 5/5/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Schedule Public Hearing To Receive Comments On And Adopt Proposed Amendments To Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems

PURPOSE/ACTION REQUESTED

Authorize the scheduling of a public hearing for 9:00 a.m. on June 9, 2026, to receive comments on and adopt the proposed amendments to Dakota County Ordinance No. 113, regulating subsurface sewage treatment systems, commonly known as septic systems.

SUMMARY

Ordinance 113 regulates the construction and maintenance of septic systems for the protection of public health and water quality. The ordinance was most recently updated in 2018. The proposed amendments include several clarifications and updates to align ordinance language with Minnesota regulations. The proposed updates also shift the variance approval process from the County Board to the County's Zoning Board of Adjustment to improve efficiency for homeowners, contractors, and staff, and to align the process with the existing variance procedures under Dakota County Ordinance 50, Shoreland and Floodplain Management.

RECOMMENDATION

Staff recommends scheduling a Public Hearing for 9:00 a.m. on June 9, 2026, in Conference Room 3A, Dakota County Administration Center, 1590 Highway 55, Hastings, MN, 55033 to receive comments on and adopt the proposed amendments to Dakota County Ordinance No. 113.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, Dakota County has enacted Dakota County Ordinance No. 113, Subsurface Sewage Treatment System (County SSTS Ordinance 113), which meets and, in some cases, exceeds the minimum state standards for subsurface sewage treatment systems required in Minn. Stat. § 115.55 and Minn. Rules Chapters § 7080-7083; and

WHEREAS, County SSTS Ordinance 113, previously amended in 1996, 1998, 2009, 2016, and 2018; and

WHEREAS, the proposed amendments were developed with input from County staff and septic

program representatives from Dakota County cities, townships, realtors, septic contractors, citizens, and state agencies; and

WHEREAS, the proposed amendments establish uniform and consistent standards, guidelines, and regulations for the compliance and enforcement of proper siting, design, construction, installation, operation, maintenance, repair, inspection, and permanent abandonment of septic systems in Dakota County; and

WHEREAS, Dakota County staff recommends amendments to this ordinance that will provide additional protection to groundwater and the health and safety of residents and to ensure that best practices toward long-term maintenance of these septic systems; and

WHEREAS, the proposed amendments include several clarifications and updates to align ordinance language with Minnesota regulations; and

WHEREAS, Dakota County staff recommends amending the ordinance to authorize the Zoning Board of Adjustment to review variances; and

WHEREAS, amendments to County ordinances must be approved by the Dakota County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing for 9:00 a.m. on June 9, 2026, in Conference Room 3A, Dakota County Administration Center, 1590 Highway 55, Hastings, MN, 55033 to receive comments on and adopt the proposed amendments to Dakota County Ordinance No. 113; and

BE IT FURTHER RESOLVED, That the Environmental Resources Department is hereby directed to publish the notice of this public hearing in the official County newspaper.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Proposed Ordinance Amendments

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: Benjamin Hoyt

TABLE OF CONTENTS
DAKOTA COUNTY ORDINANCE NO. 113
SUBSURFACE SEWAGE TREATMENT SYSTEMS

Table of Contents

SECTION 1.00 PURPOSE, INTENT, AND AUTHORITY 1

 1.01 PURPOSE 1

 1.02 INTEN 1

 1.03 AUTHORITY..... 1

SECTION 2.00 DEFINITIONS..... 1

SECTION 3.00 GENERAL PROVISIONS 4

 3.01 SCOPE 4

 3.02 JURISDICTION 4

SECTION 4.00 ADMINISTRATION 4

 4.01 COUNTY 4

 4.02 STATE OF MINNESOTA 5

 4.03 CITIES AND TOWNSHIPS 5

SECTION 5.00 GENERAL REQUIREMENTS 5

 5.01 RETROACTIVITY 5

 5.02 UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT 5

 5.03 SSTS IN FLOODPLAINS..... 6

 5.04 CLASS V INJECTION WELLS 6

 5.05 SSTS LICENSE REQUIRED 6

 5.06 PROHIBITIONS..... 6

 5.07 REQUIRED SUBMISSION OF MAINTENANCE REPORTS..... 7

SECTION 6.00 SSTS STANDARDS 7

 6.01 STANDARDS ADOPTED BY REFERENCE 7

 6.02 AMENDMENTS TO THE ADOPTED STANDARDS 7

 6.03 COMPLIANCE CRITERIA FOR EXISTING SSTS 8

 6.04 HIGHEST STANDARDS PREVAIL 8

SECTION 7.00 SSTS PERMITTING 8

 7.01 PERMITS REQUIRED 8

 7.02 CONSTRUCTION PERMIT 9

 7.03 MANAGEMENT PLAN 10

| | |
|---|-----------|
| 7.04 OPERATING PERMIT | 11 |
| 7.05 DUTY TO COMPLY WITH PERMIT CONDITIONS..... | 14 |
| 7.06 SYSTEMS NOT OPERATED UNDER MANAGEMENT PLAN | 14 |
| SECTION 8.00 ABANDONMENT CERTIFICATION | 14 |
| 8.01 PURPOSE | 14 |
| 8.02 ABANDONMENT REQUIREMENTS..... | 14 |
| SECTION 9.00 COMPLIANCE MANAGEMENT | 15 |
| 9.01 PUBLIC EDUCATION OUTREACH..... | 15 |
| 9.02 COMPLIANCE INSPECTION PROGRAM..... | 15 |
| SECTION 10.00 VARIANCES..... | 19 |
| 10.01 VARIANCES ALLOWED | 19 |
| 10.02 PROHIBITED VARIANCES..... | 19 |
| 10.03 PROCEDURE FOR REQUESTING VARIANCE | 20 |
| SECTION 11.00 ORDINANCE VIOLATIONS | 22 |
| 11.01 WARNING NOTICE | 22 |
| 11.02 NOTICE OF VIOLATION (NOV)..... | 22 |
| 11.03 CITATIONS | 22 |
| 11.04 ABATEMENT..... | 24 |
| 11.05 CEASE AND DESIST ORDERS | 25 |
| 11.06 STIPULATION AGREEMENT..... | 25 |
| 11.07 SUSPENSION AND REVOCATION OF PERMIT | 25 |
| 11.08 COMMENCEMENT OF CIVIL COURT ACTION..... | 25 |
| SECTION 12.00 PERMIT SUSPENSION AND REVOCATION | 25 |
| 12.01 SUSPENSION | 25 |
| 12.02 SUMMARY SUSPENSION | 26 |
| 12.03 SUSPENSION RE-INSPECTIONS | 26 |
| 12.04 REVOCATION..... | 27 |
| SECTION 13.00 HEARINGS | 27 |
| SECTION 14.00 RECORD KEEPING AND ANNUAL REPORT | 29 |
| 14.01 RECORD KEEPING | 29 |
| 14.02 ANNUAL REPORT | 29 |
| SECTION 15.00 TAX ASSESSMENT PROGRAM..... | 29 |
| 15.01 GENERAL PROVISIONS | 29 |

| | | |
|----------------------|----------------------------------|-----------|
| SECTION 16.00 | SEVERABILITY | 30 |
| SECTION 17.00 | REMEDIES CUMULATIVE | 30 |
| SECTION 18.00 | EFFECTIVE DATE | 30 |

DRAFT

DAKOTA COUNTY
ORDINANCE NO. 113

SUBSURFACE SEWAGE TREATMENT SYSTEMS

SECTION 1.00 PURPOSE, INTENT, AND AUTHORITY

1.01 PURPOSE.

The purpose of this ordinance is to establish minimum requirements for regulation of SSTS for the treatment and dispersal of sewage within the applicable jurisdiction of the county to protect public health and safety, groundwater quality, and to prevent or eliminate the development of public nuisances. It is intended to serve the best interest of the county's citizens by protecting its health, safety, general welfare and natural resources.

1.02 INTENT.

A. The protection of lakes, rivers and streams, wetlands, and groundwater in the county essential to the promotion of public health, safety, welfare, socioeconomic growth and development of the county in perpetuity.

B. The regulation of proper SSTS construction, reconstruction, repair and maintenance to prevent the entry and migration of contaminants, thereby protecting the degradation of surface water and groundwater quality.

C. The establishment of minimum standards for SSTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.

D. The appropriate utilization of privy vaults and other non-water carried sewage collection and storage facilities.

E. The provision of technical assistance and education, plan review, inspections, SSTS surveys and complaint investigations to prevent and control water-borne diseases, lake degradation, groundwater related hazards, and public nuisance conditions.

1.03 AUTHORITY.

This ordinance is adopted pursuant to Minn. Stats. [Cehs. 115, 145A, 375, Minn. Stats. §§ 394.26 - 394.27](#) or successor statutes, and Minn. R. [Cehs. 7080~~1~~, 7081, and 7082](#), or successor rules.

SECTION 2.00 DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings ascribed to them in this section. Unless specifically defined herein, terms used in this ordinance shall have the same definition as provided in Minn. Stats. § 115.55 and Minn. R. [Cehs. 7080, 7081, 7082, and 7083](#) and if not defined there, shall have common usage meaning. For

purposes of this ordinance, the words "must" and "shall" are mandatory and not permissive unless a different definition appears in this ordinance.

2.01 "AS BUILTS" means "record drawings" as defined below.

2.02 "BUSINESS DAYS" means weekdays Monday through Friday, except (a) state or federal holidays and (b) holidays established by the County Board.

2.032 "CLASS V INJECTION WELL" means a shallow well used to place a variety of fluids directly below the land surface, which includes a domestic SSTS serving more than 20 people. The United States Environmental Protection Agency and delegated state groundwater programs permit these wells to inject wastes below the ground surface provided they meet certain requirements and do not endanger underground sources of drinking water. Class V motor vehicle waste disposal wells and large capacity cesspools are specifically prohibited (-See 40 CFR Parts 144 and 146).

2.043 "CLUSTER SYSTEM" means a wastewater collection and treatment system under some form of common ownership that collects wastewater from two or more dwellings or buildings and conveys it to a treatment and dispersal system located on an acceptable site near the dwellings or buildings.

2.054 "COUNTY" means Dakota County, Minnesota, which also acts as the Dakota County Board of Health pursuant to Minn. Stats. Ceh. 145A.

2.065 "COUNTY BOARD" means the Dakota County Board of Commissioners.

2.076 "DEPARTMENT" means the Environmental Resources Department (or its successor) of the Dakota County Physical Development Division, its staff and designated agents.

2.087 "DESIGN FLOW" means the daily volume of wastewater for which an onsite/cluster system is designed to treat and discharge.

2.098 "FAILURE TO PROTECT GROUNDWATER" means a SSTS that does not protect groundwater such as a seepage pit, cesspool, drywell, leaching pit, or other pit; a SSTS with less than the required vertical separation distance described in Minn. R. 7080.1500, subps. 4(D) and 4(E); and a system not abandoned in accordance with Minn. R. 7080.2500. The determination of the threat to groundwater for other conditions must be made by a qualified employee or a licensed inspection business.

2.1009 "IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY" means a SSTS with a discharge of sewage or sewage effluent to the ground surface, drainage systems, ditches, or storm water drains or directly to surface water; SSTS that cause a reoccurring sewage backup into a dwelling or other establishment; SSTS with electrical hazards; sewage tanks with unsecured, damaged, or weak maintenance access covers; or any other situation with the potential to immediately and adversely affect or threaten public health or safety. The determination of protectiveness for other conditions must be made by a qualified employee inspector or a licensed inspection business.

2.110 "ISTS" means an individual sewage treatment system as defined in Minn. R. 7080.1100, subp. 41.

2.124 "MALFUNCTION" means the partial or complete loss of function of a SSTS component, which requires a corrective action to restore its intended function.

2.132 "MANAGEMENT PLAN" means a plan that describes necessary and recommended routine operational and maintenance requirements, periodic examination, adjustment, and testing, and the frequency of each to ensure system performance meets the treatment expectations, including a planned course of action to prevent an illegal discharge.

2.11-14 "MINOR REPAIR" means the repair or replacement of an existing damaged or faulty component/part of an SSTS that will return the SSTS to its operable condition. The repair shall not alter the original area, dimensions, design, specifications or concepts of the SSTS.

2.12-15 "MPCA" means the Minnesota Pollution Control Agency.

2.13-16 "MSTS" means a midsized subsurface sewage treatment system as defined in Minn. R. 7081.0020, subp. 4.

2.14-17 "MUNICIPALITY" means any incorporated city or township within the boundaries of Dakota County, Minnesota.

2.18 "NOTICE OF NONCOMPLIANCE" means a written document issued by the department notifying a system owner that the owner's onsite/cluster treatment system has been observed to be noncompliant with the requirements of this ordinance.

2.15-19 "PERSON" means any human being, any municipality or other governmental or political subdivision, or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity.

2.20 "QUALIFIED EMPLOYEE" means an employee of the state or a local unit of government, who performs site evaluations or designs, installs, maintains, pumps, or inspects SSTS as part of the individual's employment duties and is registered on the SSTS professional register verifying specialty area endorsements applicable to the work being conducted.

2.16-21 "RECORD DRAWINGS" means a set of drawings which reasonably document the final in-place location, size, and type of all SSTS components including the results of any materials testing performed and a description of conditions during construction of the system. Record drawings were previously known as "as built."

2.22 "SEWAGE" means waste from toilets, bathing, laundry, or culinary activities or operations or floor drains associated with these sources, including household cleaners and other constituents in amounts normally used for domestic purposes.

2.17-23 "SSTS" means a subsurface sewage treatment system as defined in Minn. R. 7080.1100, subp. 82.

2.18-24 "SHORELAND/FLOODPLAIN AREA" means those areas covered by Dakota County Ordinance 50, Shoreland and Floodplain Management.

2.19-25 "STATE" means the State of Minnesota.

2.20-26 "TREATMENT LEVEL" means treatment system performance levels as defined in Minn. R. 7083.4030, Table III for testing of proprietary treatment products.

2.21-27 "TYPE I SYSTEM" means an SSTS designed according to Minn. R. 7080.2200 through Minn. R. 7080.2240, as may be amended.

2.22-28 "TYPE II SYSTEM" means an SSTS designed according to Minn. R. parts 7080.2250 to 7080.2290, as may be amended.

2.23-29 "TYPE III SYSTEM" means an SSTS designed according to Minn. R. 7080.2300, as may be amended.

2.24-30 "TYPE IV SYSTEM" means an SSTS designed according to Minn. R. 7080.2350, as may be amended.

2.25-31 "TYPE V SYSTEM" means an SSTS an ISTS designed according to Minn. R. 7080.2400, as may be amended.

2.26-32 "QUALIFYING PROPERTY OWNER" means a property owner who meets the requirements to enroll in the voluntary Tax Assessment Program to replace or repair failing septic systems.

2.33 "ZONING BOARD OF ADJUSTMENT" and "ZBA" mean the [Zoning Board of Adjustment \(ZBA\) created by the County Board under County Ordinance 50 pursuant to Minn. Stats. § 394.27.](#)

SECTION 3.00

3.01 SCOPE.

GENERAL PROVISIONS

This ordinance regulates the siting, design, installation, alterations, operation, maintenance, monitoring, and management of all SSTS within the county's applicable jurisdiction including but not limited to individual SSTS and cluster or community SSTS, privy vaults, and other non-water carried SSTS. All sewage generated in unsewered areas of the county shall be treated and dispersed by an approved SSTS that is sited, designed, installed, operated, and maintained in accordance with the provisions of this ordinance or by a system that has been permitted by the MPCA. [Minn. R. 7082.0100, Subp. 3(0)]

3.02 JURISDICTION.

This ordinance applies to all land area within the county, except within municipalities that administer a SSTS program by ordinance within their jurisdiction that are at least as strict as this ordinance. [Minn. R. 7082.0040, Subp. 2, Minn. R. 7082, Subp. 1(A)]

SECTION 4.00 ADMINISTRATION

4.01 COUNTY.

The department shall administer the SSTS program and all provisions of this ordinance. At appropriate times, the county shall review, revise, and update this ordinance as necessary. The county shall employ or retain under contract qualified and appropriately licensed professionals to

administer and operate the SSTS program. [Minn. R. 7082.0040] The Zoning Board of Adjustment, as presently established in Dakota County Ordinance No. 50 shall have the power to (1) order the issuance or denial of variances for the provisions of this ordinance; and (2) to hear and decide appeals arising from denials of construction permits and operating permits pursuant to sections 7.02 or 7.04 and permit suspensions and revocations pursuant to sections 12.01, 12.02 or 12.04.

4.02 STATE OF MINNESOTA.

When a single SSTS or group of SSTS under single ownership within one-half mile of each other have a design flow greater than 10,000 gallons per day, the owner or owners shall make application for and obtain a state disposal system permit from the MPCA in accordance with Minn. R. ~~Ce~~h. 7001. If the measured daily flows for a consecutive seven-day period exceed 10,000 gallons per day, a state disposal system permit is required. [Minn. R. 7081.0040, Subp. 1(8)]

A state disposal system permit is also required for any SSTS or group of SSTS that the commissioner determines has the potential or an increased potential to cause adverse public health or environmental impacts if not regulated under a state permit. Conditions for these permits include systems in environmentally sensitive areas, unsubstantiated or unexpected flow volumes, and systems requiring exceptional operation, monitoring, and management. [Minn. R. 7081.0040, Subp. 1 (C)]

4.03 CITIES AND TOWNSHIPS.

Any municipality within the county that regulates SSTS must comply with the standards and requirements of this ordinance. The standards and ordinance of the jurisdiction may be administratively and technically more restrictive than this ordinance. In the event a municipality decides to repeal its SSTS ordinance, it must provide written notice to the county of its intent to do so at least six months prior to taking any formal action to repeal its SSTS ordinance.

SECTION 5.00 GENERAL REQUIREMENTS

5.01 RETROACTIVITY.

A. ALL SSTS. Except as provided in section 5.01 (B), all provisions of this ordinance shall apply to any SSTS regardless of the date it was originally permitted.

B. EXISTING PERMITS. Unexpired permits, which were issued prior to the effective date of this ordinance, shall remain valid under the terms and conditions of the original permit until the original expiration date or until a change in system ownership.

C. SSTS ON LOTS CREATED AFTER JANUARY 23, 1996. All lots created after January 23, 1996, must have a minimum of two soil treatment and dispersal areas that can support systems as described in Minn. R. parts 7080.2200 through 7080.2230 or site conditions described in Minn. R. 7081.0270, ~~S~~subps. 3 through 7. [Minn. R. 7082.0100, ~~S~~ubp. 3(F)]

5.02 UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT.

A. FAILURE TO PROTECT GROUNDWATER. An SSTS that is determined not be protective of groundwater in accordance with Minn. R. 7080.1500, ~~S~~subp. 4(8) shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this ordinance within 10

months of receipt of notice of noncompliance from the department. [Minn. R. 7082.0100, Subp. 1(A)]

B. IMMINENT THREAT TO PUBLIC HEALTH OR SAFETY. An SSTS that is determined to be an imminent threat to public health or safety shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this ordinance within 30 days of receipt of notice of noncompliance from the department. [Minn. R. 7082.0100, Subp. 1 (B)1

C. ABANDONMENT. Any SSTS, or any component thereof, which is no longer intended to be used, must be abandoned in accordance with section 8.00 of this ordinance and Minn. R. 7080.2500. [Minn. R. 7082.0100, Subp. 3(8)]

5.03 SSTS IN FLOODPLAINS.

SSTS shall not be located in a floodway and wherever possible, location within any part of a floodplain should be avoided. If no option exists to locate a SSTS outside of a floodplain, location within the flood fringe is allowed if the requirements of Minn. R. 7080.2270 and all relevant local requirements are met. [Minn. R. 7082.0100, Subp. 3(1)]

5.04 CLASS V INJECTION WELLS.

All owners of new or replacement SSTS that are considered to be Class V injection wells as defined in the Code of Federal Regulations, title 40, part 144, are required to submit SSTS inventory information to the United States Environmental Protection Agency and the MPCA. Owners are also required to identify all Class V injection wells in property transfer disclosures. [Minn. R. 7082.0100, Subp. 3(M)]

5.05 SSTS LICENSE REQUIRED. [Minn. R. 7082.0100, Subp. 3(A)]

All design, installation, alteration, repair, maintenance, operation, pumping, and inspection activities for SSTS located in the county must be completed by a business licensed by the state under Minn. R. **Cch.** 7083, an appropriately certified qualified employee, or a person exempted under Minn. R. 7083.0700, **Ssubps.** 1(A), (C), (D), (F), (G), (H) and (I). Individuals exempt from a state SSTS license under Minn. R. 7083.0700, **Ssubps.** 1(A), (C), (D), (F), (G), (H) and (I) must follow all applicable local, state, and federal requirements. Property owners that employ a business to perform this work must hire a business that is licensed in accordance with Minn. R. **Cch.** 7083.

No person shall engage in site evaluation, inspection, design, installation, construction, alteration, extension, repair, maintenance, or pumping of SSTS without an appropriate and valid license issued by the MPCA in accordance with Minn. R. **Cch.** 7083, except as exempted in Minn. R. 7083.0700, **Ssubps.** 1(A), (C), (D), (F), (G), (H) and (I).

5.06 PROHIBITIONS.

A. OCCUPANCY OR USE OF BUILDING WITHOUT A COMPLIANT SSTS. It is unlawful for any person to maintain, occupy, or use any building intended for habitation to dispose of wastewater in a manner that does not comply with the provisions of this ordinance.

B. SEWAGE DISCHARGE TO GROUND SURFACE OR SURFACE WATER. It is unlawful for any person to construct, maintain, or use any wastewater treatment system regulated under this ordinance

that results in raw or partially treated wastewater seeping to the ground surface or flowing into any surface water. Any surface discharging system must be permitted by the MPCA under the National Pollutant Discharge Elimination System program. [Minn. R. 7082.0100, Subp. 3(H)]

C. SEWAGE DISCHARGE TO A WELL OR BORING. It is unlawful for any person to discharge raw or treated wastewater into any well or boring as described in Minn. R. 4725.2050, or any other excavation in the ground that is not in compliance with this ordinance.

D. DISCHARGE OF HAZARDOUS OR DELETERIOUS MATERIALS. It is unlawful for any person to discharge into any treatment system regulated under this ordinance any hazardous or deleterious material that adversely affects the treatment or dispersal performance of the system or groundwater quality.

5.07 REQUIRED SUBMISSION OF MAINTENANCE REPORTS.

Licensed maintenance businesses must abide by the requirements described in Minn. R. 7083.0770, ~~S~~subp. 2. All written reports required by Minn. R. 7083.0770, ~~S~~subp. 2 must be provided to the homeowner and the department within 30 days after any maintenance work is performed.

SECTION 6.00 SSTS STANDARDS

6.01 STANDARDS ADOPTED BY REFERENCE. [Minn. R. 7082.0100, Subp. 3(C)]

Minn. Stats. § 115.55 and Minn. R. ~~C~~chs. 7080 and 7081 and all other referenced laws and rules, as may be amended, are adopted by reference and made a part of this ordinance.

6.02 AMENDMENTS TO THE ADOPTED STANDARDS.

~~A. DETERMINATION OF HYDRAULIC LOADING RATE AND SSTS SIZING. Table IX from Minn. R. 7080.2150, subp. 3(E) entitled Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions and Table IXa from Minn. R. ch. 7080.2150, subp. 3(E) entitled Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Percolation Tests and herein adopted by reference shall both be used to size SSTS infiltration areas using the larger sizing factor of the two for SSTS design.~~

A DETERMINATION OF HYDRAULIC LOADING RATE AND SSTS SIZING. Table IX from Minnesota Rules, Ch. 7080.2150, Subp. 3(E) entitled "Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions" and herein adopted by reference shall be used to determine the hydraulic loading rate and infiltration area for all SSTS permitted under this ordinance.

B. HOLDING TANKS. Holding tanks may be used for the following applications only after it can be shown conclusively by the property owner that a SSTS ~~permitted under this ordinance~~with a soil dispersal system cannot be feasibly installed:

1. As a replacement for an existing failing SSTS;

2. For an SSTS that poses an imminent threat to public health or safety; or
3. For use with buildings with limited water use.

Upon the department's determination that the property owner has established that a SSTS with a soil dispersal system cannot be feasibly installed for one of the three applications listed above, under the following conditions:

- 1) The holding tank shall be installed in accordance with Minn. R. 7080.2290.
- 2) An operating permit is maintained under section 7.04

~~C. MINIMUM SEPTIC TANK CAPACITIES AND DEPTHS:~~ All new and replacement septic tanks shall be sized to meet the standards listed in Minn. R. ~~rules part~~ 7080.1930 Subp. 2 to provide for a garbage disposal.

~~D. SEPTIC AND PUMP TANK BURY DEPTH.~~ All new septic and pumping tanks shall be installed no more than a four (4) foot depth from final grade to the top of the tank as outlined in Minn. R. ~~rules part~~ 7080.2000. A waiver of this requirement may be obtained ~~from the department~~ ~~from the Inspector~~ ~~for existing septic systems for replacement tanks~~ if the tanks are certified /documented by the manufacturer for the installation depth of the ~~replacement~~ tank.

~~DE. MINIMUM PUMP TANK CAPACITIES.~~ All new and replacement pump tanks shall have a capacity of not less than 1,000 gallons.

~~E. COARSE SOIL SEPTIC DESIGN CLARIFICATION.~~ ~~The addition of washed mound sand to a sand or coarse sand profile toward required vertical separation for a septic design classifies that system as a Standard Type I system, identical to a Standard Type I mound system classification:~~

~~F. PROTECT CLEAN-OUT ENDS OF PRESSURE DISTRIBUTION PIPES.~~ Clean-out ends of pressure distribution pipes shall be below grade and enclosed in a protective box to allow access for maintenance. ~~Placement of clean-out pipes must be measured from multiple benchmarks and detailed on the As-Built Record drawing:~~

6.03 COMPLIANCE CRITERIA FOR EXISTING SSTS.

A. SSTS built before April 1, 1996, outside of areas designated as shoreland areas, wellhead protection areas, or SSTS providing sewage treatment for food, beverage, or lodging establishments must have at least two feet of vertical separation between the bottom of the dispersal system and seasonal saturation or bedrock. The vertical separation measurement shall be made outside the area of system influence in an area of similar soil. (Minn. R. 7082.0100, Subp. 1 (D)).

B. SSTS built after March 31, 1996, or SSTS located in a shoreland area, wellhead protection area, or serving a food, beverage, or lodging establishment as defined under Minn. R. 7080.1100, ~~S~~subp. 84 must have a three-foot vertical separation between the bottom soil infiltrative surface and the periodically saturated soil and/or bedrock. Unless otherwise determined by the department, existing systems that have no more than a 15 percent reduction to the minimum required 36 inch separation distance are considered compliant. (i.e., a separation distance no less than 30.6 inches). This reduction is to account for settling of sand or soil, normal variation of separation

distance measurements and interpretation of limiting layer characteristics. The vertical separation measurement shall be made outside the area of system influence in an area of similar soil.

~~C. SEPTIC TANK PUMPING REQUIRED FOR SEPTIC SYSTEM COMPLIANCE INSPECTIONS. Compliance Inspections shall include the pumping of septic tanks to confirm septic tank watertightness. A Water-Tight Tank Certification less than three (3) years old, signed by a Licensed Maintainer, may be used to satisfy this requirement.~~

6.04 HIGHEST STANDARDS PREVAIL.

Where the conditions imposed by a provision of this ordinance are either more restrictive or less restrictive than comparable conditions imposed by a provision of this ordinance or any other applicable law, ordinance, rule, or regulation, the provision that establishes the higher standard for the promotion and protection of the public health, safety, and general welfare shall prevail.

SECTION 7 .00 SSTS PERMITTING [Minn. R. 7082.0100, Subp. 3{E}]

7.01 PERMITS REQUIRED.

A. PERMIT REQUIRED. It is unlawful for any person to construct, install, modify, or replace a SSTS in the county without the appropriate permit from the department. [Minn. R. 7082.0100, Subp. 3(0)]

B. PERMITTING NOT EXCLUSIVE. The obtaining of a permit shall not be deemed to exclude the necessity of obtaining other appropriate permits or approvals. Compliance with the provisions of this ordinance shall not relieve any person of the need to comply with any and all other applicable rules, regulations, and laws.

7 .02 CONSTRUCTION PERMIT.

A. ACTIVITIES REQUIRING A CONSTRUCTION PERMIT. A construction permit is required for installation of a new SSTS, for replacement of an existing SSTS, or for any repair or replacement of components that will alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. [Minn. R. 7082.0100, Subp. 3(0)]

B. ACTIVITIES NOT REQUIRING A CONSTRUCTION PERMIT. A construction permit is not required for minor repairs or replacements of system components that do not alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. [Minn. R. 7082.0100, Subp. 3(0)]

C. APPLICATION FOR PERMIT. Permit applications shall be submitted to the department on forms provided by the department. Applicants shall provide all information as required for the administration of this ordinance.

D. CONTENTS OF PERMIT APPLICATION. The permit application shall include the following:

1. The names, addresses, and telephone numbers of the applicant and permittee;
2. The property identification number and address or other description of the real property on which the system will be located;

3. A site evaluation report as described in Minn. R. 7080.1730;
4. A design report as described in Minn. R. 7080.2430;
5. The infield verification as described in Minn. R. 7082.0500, **Subp. 3(A)**;
6. A management plan as described in Minn. R. 7082.0600 and section 7.03 of this ordinance; and
7. Copies of any required municipal, county, state, or federal permits or approvals.

E. APPLICATION FEE. The application fee shall accompany the permit application.

F. APPLICATION REVIEW. The department shall review a permit application and supporting documents to determine whether the application is complete. Upon satisfaction that the proposed work will conform to the provisions of this ordinance, the department shall issue a written permit authorizing construction of the SSTS as designed. If the applicant changes the proposed work to be conducted under an approved permit application, the applicant must file an amended application with the department detailing the changed conditions prior to initiating or continuing construction, modification, or operation. The department shall review the amended application and either approve or deny the application.

G. APPROVAL OF PERMIT REQUIRED. The department must review and approve the permit application and management plan before issuing a permit. Construction must not be initiated until the department grants a construction permit.

H. PERMIT EXPIRATION. The construction permit is valid for a period of no more than one year from its date of issue, unless it is extended in accordance with this section or construction has been completed satisfactorily, whichever is shorter. Satisfactory completion of construction shall be determined by receipt of final record drawings and a signed certification that the construction or installation of the system was completed in substantial conformance to the approved design documents by a qualified employee of the department or a licensed inspection business, which is authorized by the department and independent of the owner and the SSTS installer.

I. EXTENSIONS AND RENEWALS. The department may grant an extension of the construction permit if the construction has commenced prior to the original expiration date of the permit. The permit may be extended for a period of no more than six months.

J. PERMIT NOT TRANSFERABLE. A construction permit shall not be transferable to a new owner. The new owner must apply for a new construction permit in accordance with this section.

K. POSTING. The construction permit shall be posted on the property in such a location and manner so that the permit is visible and available for inspection until construction is completed and certified.

L. CONFLICT OF INTEREST.

1. A licensed inspection business that inspects an existing SSTS is allowed to subsequently design and install a new SSTS for that property provided the inspection business is also licensed to design and install.

2. A licensed inspection business working on behalf of the department must not design or install systems that the business will be responsible for permitting or inspecting as part of its contract with the county. [Minn. R. 7082.0700, Subp. 2(8)]

M. DENIAL AND RIGHT TO APPEAL. If the department denies a permit to an applicant, the applicant shall be notified of such denial in writing. The department shall serve the denial by personal service or by certified mail to the address designated in the permit application. Service by certified mail shall be deemed to be complete upon mailing. The applicant may appeal the permit denial by filing a request for a hearing. The hearing request shall be in writing stating the grounds for the appeal and served on the ~~county board~~Zoning Board of Adjustment by personal service or certified mail with a copy to the department within 10 ~~county working calendar~~ days of the service of the permit denial, exclusive of the day of service. The burden of providing clear, accurate and adequate information pertaining to the request for appeal is on the applicant. Following timely service of a request for a hearing, the ~~county board~~Zoning Board of Adjustment shall set a time and place for the hearing pursuant to section 13.00.

7.03 MANAGEMENT PLAN. [Minn. R. 7082.0100, Subp. 3(J)]

A. PURPOSE. The purpose of management plans is to describe how a particular SSTS is intended to be operated and maintained to sustain the performance required. The plan is to be provided by the certified designer to the system owner when the treatment system is commissioned.

B. SSTS REQUIRING MANAGEMENT PLANS.

Management plans are required for all new or replacement SSTS. The management plan shall be submitted to the department with the construction permit application for review and approval. The department shall be notified of any system modifications made during construction and the management plan revised and resubmitted at the time of final construction certification.

C. REQUIRED CONTENTS. Management plans shall include:

1. Operating requirements describing tasks that the owner can perform and tasks that a licensed service provider or maintainer must perform;
2. Monitoring requirements;
3. Maintenance requirements including maintenance procedures and a schedule for routine maintenance;
4. Statement that the owner is required to notify the department when the management plan requirements are not being met;
5. Disclosure of the location and condition of the additional soil treatment and dispersal area on the owner's property or a property serving the owner's residence; and
6. Other requirements as determined by the department.

7.04 OPERATING PERMIT. [Minn. R. 7082.0100, Subp. 3(K)]

A. PERMIT REQUIRED. An operating permit is required for all treatment systems installed under Minn. R. 7080.2290 (holding tanks), Minn. R. 7080.2350 (Type IV System), Minn. R. 7080.2400 (Type

V System) and Minn. R. ~~C~~ch. 7081 (MSTS). Sewage shall not be discharged to a treatment system requiring an operating permit until the department certifies that the treatment system was installed in substantial conformance with the approved plans, receives the final records drawings of the treatment system, and a valid operating permit is issued to the owner.

B. APPLICATION FOR PERMIT. Permit applications shall be submitted to the department on forms provided by the department. Applicants shall provide all information as required for the administration of this ordinance.

C. CONTENTS OF PERMIT APPLICATION. The permit application shall include the following:

1. The names, addresses, and telephone numbers of the applicant and permittee;
2. The construction permit reference number and date of issue;
3. The final record drawings of the treatment system; and
4. Owners of holding tanks must submit a copy of a valid executed monitoring and disposal contract with a licensed maintenance business.

D. APPLICATION FEE. The application fee shall accompany the permit application.

E. MONITORING AND DISPOSAL CONTRACT. Owners of holding tanks shall provide to the department a copy of a valid monitoring and disposal contract executed between the owner and a licensed maintenance business that guarantees the removal of the holding tank contents in a timely manner that prevents an illegal discharge in accordance with Minn. R. 7082.011, ~~S~~subp. 3(G). The owner must hold a valid contract with a licensed maintenance business at all times until such time the holding tank is abandoned or the property sold. This contract requirement is waived if the owner is a farmer who is exempt from licensing under Minn. Stats. §115.56, subd. 3(b)(3).

F. APPLICATION REVIEW. The department shall review the application, the record drawings, operation and maintenance manual, management plan, maintenance and servicing contract, and any other pertinent documents as appropriate for accuracy and completeness. If any deficiencies are identified, the operating permit shall be denied until the deficiencies are corrected to the satisfaction of the department. If the submitted application and documents fulfill the requirements, the department shall issue an operating permit within 10 working days of receipt of the permit application.

G. PERMIT TERMS AND CONDITIONS. The operating permit shall include the following:

1. System performance requirements;
2. System operating requirements;
3. Monitoring locations, procedures and recording requirements;
4. Maintenance requirements and schedules;
5. Compliance limits and boundaries;
6. Reporting requirements;

7. Department notification requirements for noncompliant conditions;
8. Valid contract between the owner and a licensed maintenance business;
9. Disclosure, location, and condition of acceptable soil treatment and dispersal system site; and
10. Descriptions of acceptable and prohibited discharges. [Minn. R. 7082.0600, Subp. 2(B)]

H. PERMIT EXPIRATION AND RENEWAL.

1. Operating permits shall be valid for a specific term stated on the permit as determined by the department.
2. An operating permit must be renewed prior to its expiration. If not renewed, the department may require the system to be removed from service or operated as a holding tank until which time the permit is renewed. If not renewed within 60 calendar days of the expiration date, the department may require that the system be abandoned.
3. The department shall notify the holder of an operating permit of the permit renewal requirement at least 90 calendar days prior to expiration of the permit. The owner must apply for renewal at least 30 calendar days before the permit expiration date.
4. Application for permit renewal shall be made on a form provided by the department including:
 - a. The names, addresses, and telephone numbers of the applicant and permittee;
 - b. Reference number of previous operating permit;
 - c. Any outstanding compliance monitoring reports as required by the operating permit;
 - d. Certified treatment system inspection signed and/or sealed by a certified designer, maintenance contractor, or operator at the discretion of the department;
 - e. Any revisions made to the operation and maintenance manual; and
 - f. Any applicable fees.

I. PERMIT NOT TRANSFERABLE. The operating permit may not be transferred. A new owner shall apply for an operating permit in accordance with section 7.04 of this ordinance. The department shall not terminate the current permit until 60 calendar days after the date of sale unless an imminent threat to public health and safety exists. To consider the new owner's application, the department may require a performance inspection of the treatment system certified by a licensed inspector or qualified employee.

J. COMPLIANCE MONITORING.

1. Performance monitoring of a SSTS shall be performed by a licensed inspection business or licensed service provider hired by the holder of the operating permit in accordance with the monitoring frequency and parameters stipulated in the permit.
2. A monitoring report shall be prepared and certified by the licensed inspection business or licensed service provider. The report shall be submitted to the department on or before the

compliance reporting date stipulated in the operating permit. The report shall contain a description of the maintenance and servicing activities performed since the last compliance monitoring report as described below:

- a. Owner name and address;
- b. Operating permit number;
- c. Average daily flow since last compliance monitoring report;
- d. Description of type of maintenance and date performed;
- e. Description of sample taken (if required), analytical laboratory used, and results of analyses;
- f. Problems noted with the system and actions proposed or taken to correct them; and
- g. Name, signature, license and license number of the licensed professional who performed the work.

K. DENIAL AND RIGHT TO APPEAL. If the department denies a permit to an applicant or denies a renewal, the applicant shall be notified of such denial in writing. The department shall serve the denial by personal service or by certified mail to the address designated in the permit or permit renewal application. Service by certified mail shall be deemed to be completed upon mailing. The applicant may appeal the permit/renewal denial by filing a request for a hearing. The hearing request shall be in writing stating the grounds for the appeal and served on the Zoning Board of Adjustment by personal service or certified mail with a copy to the department within 10 calendar days of the service of the permit denial, exclusive of the day of service. The burden of providing clear, accurate and adequate information pertaining to the request for appeal is on the applicant. Following timely service of a request for a hearing, Zoning Board of Adjustment shall set a time and place for the hearing pursuant to section 13.00.

7.05 DUTY TO COMPLY WITH PERMIT CONDITIONS.

The permittee shall comply with all conditions stated in any permit issued by the department under this ordinance. Failure of the permittee to do so is a violation of this ordinance and is subject to the penalties provided herein.

7.06 SYSTEMS NOT OPERATED UNDER MANAGEMENT PLAN.

Owners of SSTS that are not operated under a management plan or operating permit must inspect treatment tanks and remove solids if needed every three years. Solids must be removed when their accumulation meets the limit described in Minn. R. 7080.2450. [Minn. R. 7082.0100, Subp. 3(L)]

SECTION 8.00 ABANDONMENT CERTIFICATION [Minn. R. 7082.0100, Subp. 3(B)]

8.01 PURPOSE.

The purpose of the system abandonment certification is to ensure that a treatment system no longer in service is abandoned following decommissioning and in a manner that protects public health, safety, and water quality. It also terminates all permits associated with the system.

8.02 ABANDONMENT REQUIREMENTS.

A. Whenever the use of a SSTS or any system component is discontinued as the result of a system repair, modification, replacement or decommissioning following connection to a municipal or private sanitary sewer, or condemnation or demolition of a building served by the system, further use of the system or any system component for any purpose is prohibited.

B. Abandonment shall be completed in accordance with Minn. R. 7080.2500.

C. An abandonment certificate shall be submitted to the department. The report shall include:

1. Owner's name and contact information;
2. Property address;
3. System construction permit and operating permit;
4. The reason(s) for abandonment; and
5. A brief description of the abandonment methods used, description of the system components removed or abandoned in place, **and** disposition of any materials or residuals.

SECTION 9.00 COMPLIANCE MANAGEMENT

9.01 PUBLIC EDUCATION OUTREACH.

Programs shall be provided by the department and/or others to increase public awareness and knowledge of SSTS. Programs may include distribution of educational materials through various forms of media and SSTS workshops focusing on SSTS planning, construction, operation, maintenance, and management.

9.02 COMPLIANCE INSPECTION PROGRAM. [Minn. R. 7082.0700]

A. DEPARTMENT RESPONSIBILITY. It is the responsibility of the department, or its agent, to perform various SSTS compliance inspections periodically to assure that the requirements of this ordinance are met.

1. SSTS compliance inspections must be performed:

a. To ensure compliance with applicable requirements;

b. For all new SSTS construction or replacement; and

c. For an evaluation, investigation, inspection, recommendation, or other process used to prepare a disclosure statement if conducted by a party who is not the SSTS owner. Such an inspection constitutes a compliance inspection and shall be conducted in accordance with Minn. R. 7082.0700 using the SSTS inspection report forms provided by the MPCA.

2. All compliance inspections must be performed and signed by licensed inspection businesses or qualified employees certified as inspectors.
3. The department shall be given access to enter a property at any reasonable time to inspect and/or monitor the SSTS system. As used in this paragraph, "property" does not include a residence or private building.
4. No person shall hinder or otherwise interfere with the department's employees or agents in the performance of their duties and responsibilities pursuant to this ordinance. Refusal to allow reasonable access to the property by the department or its agent shall be deemed a violation of this ordinance.

B. NEW CONSTRUCTION OR REPLACEMENT.

1. Compliance inspections must be performed on new or replacement SSTS to determine compliance with Minn. R. Cchs. 7080 or 7081. SSTS found not to be in compliance with Minn. R. 7080.1500, Ssubp. 4(A) or Minn. R. 7081.0080, Ssubp. 3 must be repaired or replaced within 10 months or as directed under Minn. Stats. Cch. 145A. SSTS that are determined to have operation or monitoring deficiencies must immediately be maintained, monitored or otherwise managed according to the operating permit. SSTS found to be noncompliant with other applicable requirements must be repaired or replaced according to the department's requirements.
2. It is the responsibility of the SSTS owner or the owner's agent to notify the department at least one working day prior to any permitted work on the SSTS.
3. A certificate of compliance for new SSTS construction or replacement shall be issued by the department if the department has reasonable assurance that the system was built in accordance with the applicable requirements as specified in the construction permit.
4. The certificate of compliance must include a certified statement by the certified inspector or qualified employee who conducted the inspection that the SSTS is or is not in compliance with the ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a notice of noncompliance must be issued to the owner that includes a statement specifying those ordinance provisions with which the SSTS does not comply.
5. The certificate of compliance or notice of noncompliance must be submitted to the department no later than 15 calendar days after the date the inspection was performed. The department shall deliver the certificate of compliance or notice of noncompliance to the owner or the owner's agent within 15 calendar days of receipt from the certified inspector. No SSTS shall be placed into operation until a valid certificate of compliance has been issued.
6. Certificates of compliance for new construction or replacement shall remain valid for five years from the date of issue unless the department finds evidence of an imminent threat to public health or safety requiring removal and abatement under Minn. Stats. §145A.04, subd. 8.

C. EXISTING SYSTEMS.

1. Compliance inspections shall be required when any of the following conditions occur.
 - a. When a construction permit is required to repair, modify, or upgrade an existing system;

- b. Anytime there is an expansion of use of the building being served by an existing SSTS which may impact the performance of the system;
- c. Anytime there is a change in the use of the property being served by an existing SSTS which may impact the performance of the system;
- d. When an operating permit is to be renewed;
- e. Prior to the sale or transfer of real property served by an existing SSTS if required by section 9.02(D)(1)(a) below;
- f. During systematic shoreland or area-wide SSTS surveys by the department; and
- g. At any time as required by this ordinance or the department deems appropriate such as upon receipt of a complaint or other notice of system malfunction.

2. Compliance inspections of existing SSTS shall be reported on the inspection report forms provided by the MPCA. An inspection for existing SSTS must verify the conditions in subitems (a) to (c).

a. Sewage tanks must be assessed for leakage below the operating depth. A leakage report must be completed that includes the method(s) used to make the assessment. The assessment must be made by either a licensed SSTS business (except a design business) or a qualified employee with an SSTS certification (except as a designer). A passing report is valid for three years unless the certified individual has reason to believe that a new inspection is to be conducted and the tank is found not to be watertight.

b. The vertical separation distance from the bottom of the soil treatment and dispersal system and the periodically saturated soil or bedrock. This verification must be achieved by either conducting soil borings or by prior verifications by two independent parties. The soil borings used for system design or previous inspections qualifies as a verification. A vertical separation distance report must be completed that includes the method(s) used to make the assessment and includes any previous soil borings. The assessment must be made by either a licensed inspection business or a qualified employee of the department. If the verification separation report consists of verifications by two independent parties, a subsequent verification is not required unless the inspector has reason to believe a noncompliant condition exists.

If a documented discrepancy arises on the depth of the periodically saturated soil between licensed businesses for SSTS design or compliance purposes, all disputing parties must follow the dispute resolution procedure described in Minn. R. 7082.0700, ~~S~~subp. 5. [Minn. R. 7082.0100, Subp. 3(N)]

c. Sewage backup, surface seeping or surface discharge from the system must be determined. A hydraulic function report must be completed that includes the method(s) used to make the assessment. The assessment must be made by either a licensed inspection business or a qualified employee with an inspector certification. A passing report is valid until a new inspection is requested or if the hydraulic performance is believed to have changed.

3. A certificate of compliance shall be based on the results of the verifications in section 9.02(C)(2). The certificate of compliance must include a certified statement by a qualified employee or a licensed inspection business, authorized by the department, whether the SSTS is in compliance with the ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a notice of noncompliance must include a statement specifying those ordinance provisions with which the SSTS does not comply. A construction permit application must be submitted to the department if the required corrective action is not a minor repair.

4. The certificate of compliance or notice of noncompliance must be submitted to the department no later than 15 calendar days after the date the inspection was performed. The department shall deliver the certificate of compliance or notice of noncompliance to the owner or the owner's agent within 15 calendar days of receipt from the licensed inspection business.

5. Certificates of compliance for existing SSTS shall remain valid for three years from the date of issue unless the department finds evidence of an imminent threat to public safety requiring removal and abatement under Minn. Stats. § 145A.04, subd. 8.

6. The department may waive a compliance inspection required by section 9.02(C)(1) if:

a. The owner of the real property served by an existing SSTS acknowledges in writing to the department that the existing SSTS is failing and shall be upgraded, repaired, replaced or abandoned in accordance with this ordinance within 10 months; or

b. The owner of the real property served by an existing SSTS acknowledges in writing to the department that the existing SSTS is an imminent threat to public health or safety and shall be upgraded, repaired, replaced or abandoned in accordance with this ordinance within 30 days.

D. PROPERTY TRANSFER/SALE REQUIREMENTS.

1. No owner or other person acting with legal authority on behalf of an owner of real property served by an existing SSTS shall sell or transfer to another party said real property unless the following requirements are met:

a. A compliance inspection has been performed and a certificate of compliance has been issued for the SSTS within three years if the SSTS is older than five years or within five years if the SSTS is less than five years old prior to the intended date of sale or transfer of the real property, unless evidence is found identifying an imminent threat to public health and safety. If this requirement cannot be met, a compliance inspection must be conducted in accordance with section 9.02(C) above.

b. The compliance inspection must have been performed by a qualified employee of the department or a licensed inspection business following the procedures described in section 9.02(C) above.

c. The seller/transferor of the real property must provide the disclosure required by Minn.Stats. § 115.55, subd. 6.

d. If the seller/transferor fails to provide a certificate of compliance, the seller/transferor shall provide the buyer/transferee sufficient security in the form of an escrow agreement to assure the

installation of a complying SSTS. The security shall be placed in an escrow with a licensed real estate closer, licensed attorney, or federal or state chartered financial institution. The amount escrowed shall be equal to 110% of the written contract price for the installation of a complying SSTS provided by a licensed and verified installer. After a complying SSTS has been installed and a certificate of compliance issued, the seller/transferor or the buyer/transferee shall provide the escrow agent a copy of the certificate of compliance.

2. The compliance portion of the certificate of compliance need not be completed if the sale or transfer involves the following circumstances:

a. The affected real property is without buildings or contains no dwellings or other buildings with plumbing fixtures.

b. The transfer is a tax forfeiture.

c. The sale or transfer completes a contract for deed or purchase agreement entered into prior to the effective date of this ordinance. This subsection applies only to the original vendor and vendee on such contract.

3. All real property sales or transfers subject to this ordinance occurring during the period between November 15th and April 15th when SSTS compliance cannot be determined due to frozen soil conditions shall require a winter agreement, which includes an application for an SSTS permit and an agreement to complete a compliance inspection by the following June 1st by a licensed inspection business. If upon inspection the SSTS is found to be in compliance, the permit fee will be refunded. If upon inspection the system is found to be noncompliant, an escrow agreement must be established in accordance with section 9.02(D)(1)(d) above and the system upgraded.

4. The responsibility for filing the completed compliance portion of the certificate of compliance under section 9.02(0)(1) above or for upgrading a system found to be noncompliant shall be determined by the seller/transferor and the buyer/transferee. The seller/transferor and the buyer/transferee shall provide the department with a signed statement indicating responsibility for completing the compliance portion of the certificate of compliance and for upgrading a system found to be noncompliant.

5. The issuance of permits, certificates of compliance or notices of noncompliance as requested or issued shall not be construed to represent a guarantee or warranty of the system's operation or effectiveness. Such certificates signify that the system in questions is or has been designed and installed in compliance or noncompliance of this ordinance.

E. CONFLICT OF INTEREST. A licensed inspection business that inspects an existing SSTS is allowed to subsequently design and install a new SSTS for that property provided the inspection business is also licensed to design and install. A licensed inspection business working on behalf of a municipality must not design or install a system or system site. A person working for or on behalf of a municipality shall not use the person's position to solicit for private business gain. [Minn. R. 7082.0700, Subp. 2(8)]

SECTION 10.00 VARIANCES

10.01 VARIANCES ALLOWED. [Minn. R. 7082.0100, Subp. 3(D)]

With the exception of section 10.02 below, in any case where it appears by the reason of exceptional circumstances the strict enforcement of any provision of the standards would cause unnecessary hardship or that strict conformity with the standards would be unreasonable, impractical or not feasible under the circumstances in order to promote the effective and reasonable application and enforcement of the provisions of this ordinance, the **county board Zoning Board of Adjustment** may permit a variance upon such conditions as it may prescribe consistent with the general purposes of this ordinance and the intent of this and all other applicable state and local regulations.

A variance shall expire and be considered null and void one (1) year after the Zoning Board of Adjustment's final decision to grant the variance if on SSTS construction has begun. One administrative extension of up to one (1) year may be granted by the Zoning Board of Adjustment upon written request by the property owner, provided there is reasonable cause for the request and further provide that the written request is made no less than 30 calendar days prior to the expiration of the variance.

10.02 PROHIBITED VARIANCES.

The **county board Zoning Board of Adjustment** may not grant variances from the following standards:

- A. Minn. R. 7080.2150, **S**subp. 2. **A-D.**
- B. Minn. R. 7081.0080, **S**subps. 2 to 5, however, variances may be granted to Minn. R. 7081.0080, **S**subp. 4(D)(1) for the replacement of MSTs serving existing dwellings or other establishments.
- C. Flow determinations under Minn. R. 7081.0110 if the deviation reduces the average daily flow from more than 10,000 gallons to 10,000 gallons per day or less.

10.03 PROCEDURE FOR REQUESTING VARIANCE.

A. APPLICATION FOR VARIANCE. A variance application shall be submitted by the property owner to the department on forms provided by the department. Applicants shall provide all information as required for the administration of this ordinance.

B. CONTENTS OF VARIANCE APPLICATION. The variance application shall include development plans and specifications and such other information as may be required by other sections of this ordinance or by the department. The application shall also include:

1. The legal description of the real property on which the system will be located;
2. The names, addresses and telephone numbers of the owners of the property or any person having a legal interest therein;
3. A site plan showing all pertinent dimensions, buildings, structures and significant natural features having an influence on the variance;
4. Copies of any required municipal, county, state, or federal permits or approvals;
5. A statement identifying the specific provision(s) in the ordinance from which the variance is requested;

6. The reasons why compliance with the provision(s) is difficult or inappropriate;
7. The alternative measures that will be taken to ensure a comparable degree of compliance with the intention of the applicable provision(s);
8. The length of time for which the variance is requested;
9. Cost considerations; and
10. Other relevant information requested by the department as necessary to properly evaluate the variance request.

C. APPLICATION FEE. The application fee shall accompany the initial application for a variance request.

D. SITE INVESTIGATION. Upon receipt of the variance application, the department shall decide if a site investigation conducted by the department is necessary. After the necessary information has been gathered, the department shall make a written recommendation to approve or deny the variance to the ~~county board~~ Zoning Board of Adjustment.

E. NOTIFICATION. ~~Notice of the time, place, and purpose of the public hearing (Notice of Hearing) shall be given by publication in a newspaper of general circulation in the town, municipality, or other area concerned and in the official newspaper of the county, at least ten days before the hearing. The Notice of Hearing~~ Written notice of the variance application shall be sent to property owners of record within 500 feet of the affected property, the town board of the township wherein the variance is proposed, and/or the governing body of any city of which the incorporated limits lie within two miles of the proposed variance. ~~The written notice~~ Notice of Hearing shall be given not less than 14 calendar days prior to the date of the meeting at which the variance application will be considered by the ~~county board~~ Zoning Board of Adjustment.

In instances where the affected property is located within the shoreland overly district, a copy of the Notice of Hearing shall also be sent by mail to the Minnesota Department of Natural Resources (DNR) sufficiently in advance so that the DNR receives at least 10 days' notice of the hearing.

The failure of any person to receive such notification shall not invalidate the proceedings.

F. ~~EVALUATION CRITERIA FOR VARIANCE. FACTORS REQUIRED FOR APPROVAL. The variance may be granted provided that:~~ A variance may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the official controls set forth in this ordinance. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control set forth in this ordinance; the plight of the property owner is due to circumstances unique to the property not created by the property owner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

~~1. The conditions causing the demonstrated hardship~~ Practical difficulty are unique to the property and were not caused by the action of the applicant;

The following additional criteria must be satisfied for any variance from this ordinance:

~~2-1.~~ The granting of the variance will not be contrary to the public interest or damaging to the rights of other person or to property values in the vicinity;

~~3-2.~~ The property owner would have no reasonable use of the land without the variance;

~~4-3.~~ The granting of the variance would not allow a prohibited use; and

~~5-4.~~ The granting of the variance would be in accordance with Minn. R. ~~C~~chs. 7080, 7081, and 7082.

G. CONDITIONS. The ~~county board~~ Zoning Board of Adjustment may impose conditions in granting the variance to ensure compliance and to protect the public health, safety, or welfare. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. Each violation of any condition set forth in the variance shall be a separate violation of this ordinance subject to enforcement and shall be sufficient grounds for terminating the variance.

H. DENIAL OF VARIANCE. No application for a variance which has been denied wholly or in part shall be resubmitted for a period of six months from the date of said denial, except on the grounds of relevant new evidence or proof of a significant change of conditions.

I. APPEAL. Any person aggrieved by the decision of the ~~county board~~ Zoning Board of Adjustment may appeal the decision to Dakota County District Court.~~to any court with appropriate jurisdiction.~~

J. NOTICE TO THE DEPARTMENT OF NATURAL RESOURCES. In instances where the affected property is located within the shoreland overly district, a final decision granting a variance shall be sent to the DNR within 10 days of the final action.

K. RECORDING. A certified copy of any order issued by Zoning Board of Adjustment granting a variance shall be recorded by the department with the county recorder or registrar of titles. The order shall include the legal description of the property involved.

SECTION 11.00 ORDINANCE VIOLATIONS

For violations of this ordinance, the county may take the following actions: issuance of a warning notice; issuance of a notice of violation, issuance of a citation or complaint; issuance of a cease and desist order; abatement; suspension, summary suspension or revocation of a permit issued under this ordinance; execution of a stipulation agreement; and/or commencement of other civil proceedings.

11.01 WARNING NOTICE.

The department may issue a warning notice to any person alleged to have committed a violation of this ordinance. A warning notice shall serve to place the person on notice that compliance with specified ordinance requirements must occur to avoid additional enforcement actions. Service of the warning notice shall be made by first class mail or by personal service. The warning notice shall contain:

A. A list of violations, including the ordinance section(s), rule(s), or statute(s) violated, the factual basis for the violations and the date(s) of the violations.

B. The specific actions required to be taken by the person to correct the violations and the timeframes within which the corrections are required to be made.

C. A general description of the additional administrative and judicial enforcement actions that could be pursued by the department if the alleged violations are not satisfactorily corrected.

11.02 NOTICE OF VIOLATION (NOV).

The department may issue a notice of violation (NOV) to any person alleged to have committed a violation of this ordinance. A NOV shall serve to place the person on notice that compliance with specified ordinance requirements must occur to avoid additional enforcement actions. Service of the NOV shall be made by certified mail or by personal service. The notice of violation shall contain:

A. Findings of fact with corresponding conclusions of law, which describe the alleged violations and the corresponding ordinance section(s), statute(s), and/or rule(s) which are allegedly violated.

B. Orders for corrective actions, which describe specifically how each alleged violation must be corrected and the timeframes within which the corrections are required to be made.

C. Notice of further action, which describes in general terms, the additional administrative and judicial enforcement actions that could be pursued by the department if the alleged violations are not satisfactorily corrected.

11.03 CITATIONS.

Any person who fails to comply with the provisions of this ordinance is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. An authorized representative of the department shall have the power to issue citations for violations of this ordinance, but shall not be permitted to physically arrest or take into custody any violator.

A. Issuance of the Citation. Citations shall be issued to the person alleged to have committed the violation (alleged violator) either by personal service or by certified mail. In the case of a public, private, or municipal corporation, the citation shall be issued to any officer or agent with express or implied authorization to accept such issuance.

B. Notice of Citation. Citations shall be made out in quadruplicate (4). One copy shall be issued to the alleged violator; one copy shall be filed with the department; one copy shall be filed with the Dakota County Attorney's Office; and one copy shall be filed with the Dakota County District Court, First Judicial District.

C. Form of Citation. Citations shall be on such form(s) as approved by the department and shall contain at least the following:

1. The name and address of the alleged violator and when known, the owner or person in charge of the premises at which the violation occurred;

2. The date, time (if known) and place of violation;
3. A short description of the violation followed by reference to the section of this ordinance violated;
4. The name of the person issuing the citation;
5. The date, time, and place at which the alleged violator shall appear in court and notice that if such person does not appear a warrant may be issued for such person's arrest; and
6. Such other information as the court may specify.

D. Court Appearance. The alleged violator shall appear at the place and on the date and time specified in the citation and either:

1. Plead guilty to the citation and meet the requirements of the sentence imposed by the court; or
2. Plead not guilty to the citation and schedule a court date for further hearing or trial.

E. Failure to Appear on the Citation. If the alleged violator does not appear at the place and on the date and time specified on the citation, the court may issue a warrant for the person's arrest.

F. Complaint. A complaint may be issued in lieu of a citation as determined by the Dakota County Attorney's Office.

G. Aiding and Abetting. As set forth in Minn. Stats. § 609.05, a person is criminally liable for a crime committed by another if the person intentionally aids, advises, hires, counsels, or conspires with or otherwise procures the other to commit the crime. A person liable for such crime is also liable for any other crime committed in pursuance of the intended crime if reasonably foreseeable by the person as a probable consequence of committing or attempting to commit the crime intended. A person who intentionally aids, advises, hires, counsels, or conspires with or otherwise procures another to commit a crime and thereafter abandons that purpose and makes a reasonable effort to prevent the commission of the crime prior to its commission is not liable if the crime is thereafter committed.

A person liable under this section may be charged with and convicted of the crime although the person who directly committed the crime has not been convicted, or has been convicted of some other degree of the crime or of some other crime based on the same act, or if the person is a juvenile who has not been found delinquent for the act. For purposes of this section, a crime also includes an act committed by a juvenile that would be a crime if committed by an adult.

11.04 ABATEMENT.

If a SSTS constitutes a public health nuisance [defined by Minn. Stats. Ch. 145A](#), the department may enter the property and abate the nuisance and recover the costs of the same from the property owner through the following procedures:

A. ABATEMENT NOTICE. The department shall serve an abatement notice on the property owner or occupant.

1. Contents of Abatement Notice. An abatement notice shall include the following:

- a. Notice that there is a SSTS located on the property and that it constitutes a public health nuisance.
- b. Notice that the property owner must abate the public health nuisance within a specified time period not to exceed 10 calendar days in order to avoid any liability for the costs of inspection and abatement that the county may incur.
- c. Notice that if the property owner fails to abate the public health nuisance within the specified timeframe, the department or its agent intends to enter the property and commence abatement of the public health nuisance and assess the costs of inspection and abatement against the real property on which the nuisance is located.

2. Service. The abatement notice must be served on a property owner by certified mail or personal service. Service by certified mail shall be deemed complete upon mailing. If the property owner is unknown or absent and has no known representative upon whom notice can be served, the department shall post a written or printed notice on the property stating that, unless the public health nuisance is abated within a period not longer than 10 days, the department will have the nuisance abated at the expense of the owner.

B. ABATEMENT BY THE COUNTY. In the event a property owner does not abate the public health nuisance, the department may expend funds necessary to abate the nuisance in accordance with the Dakota County Bid Grant and Contracting Policy.

C. ASSESSMENT OF ABATEMENT COSTS.

- 1. The costs of an enforcement action under this section may be assessed and charged against the real property on which the public health nuisance was located.
- 2. The department shall keep a record of the enforcement and abatement costs and report all work done for which assessments are to be made, stating and certifying the description of the real property, lots or parcels involved and the amount assessable to each to the county auditor.
- 3. The county auditor shall extend the cost so assessed and charged on the tax roll of the county against the real property on which the enforcement action was taken.

11.05 CEASE AND DESIST ORDERS.

Cease and desist orders may be issued when the department has probable cause that an activity regulated by this or any other county ordinance is being or has been conducted without a permit or in violation of a permit. When work has been stopped by a cease and desist order, it shall not be resumed until the reason for the work stoppage has been completely satisfied, any administrative fees paid, and the cease and desist order lifted.

11.06 STIPULATION AGREEMENT.

The department and a person alleged to have violated provisions of this ordinance may voluntarily enter into a stipulation agreement whereby the parties to the agreement: identify conditions on the property that require corrective action; agree on the corrective actions that must be performed by

the person; and agree on the timeframes in which the corrective actions must be completed. If the person fails to fulfill the requirements of the agreement, the county may seek compliance with the terms of the agreement through a court of competent jurisdiction or pursue other enforcement action allowed by this ordinance.

11.07 SUSPENSION AND REVOCATION OF PERMIT.

The department may suspend or revoke a permit for violations of this ordinance in accordance with section 12.00 below. The department may issue a summary suspension of a permit for violations of this ordinance in accordance with section 12.02 below.

11.08 COMMENCEMENT OF CIVIL COURT ACTION.

In the event of a violation or threat of violation of this ordinance, the county board may institute appropriate civil actions or proceedings in any court of competent jurisdiction requesting injunctive relief to prevent, restrain, correct or abate such violations or threatened violations. The county may recover all costs, including reasonable attorney's fees, incurred for enforcement of this ordinance.

SECTION 12.00 PERMIT SUSPENSION AND REVOCATION

12.01 SUSPENSION.

A. Any permit required under this ordinance may be suspended by the department for violation of any provision of this ordinance. Upon written notice to the permittee, said permit may be suspended by the department for a period not longer than 60 days or until the violation is corrected, whichever is shorter.

B. Such suspension shall not occur earlier than 10 ~~business county working~~ days after written notice of suspension has been served on the permittee, or if a healing is requested, until written notice of the ~~Zoning Board of Adjustment county board~~ action has been served on the permittee. Notice to the permittee shall be made by personal service or by certified mail to the address designated in the permit application. Service by certified mail shall be deemed complete upon mailing. Such written notice of suspension shall contain the effective date of the suspension, the nature of the violation(s) constituting the basis for the suspension, the facts which support the conclusion that the violation(s) occurred, and a statement that if the permittee desires to appeal, the permittee must file a written request for an appeal hearing with the ~~Zoning Board of Adjustment county board~~ within 10 ~~business county working~~ days of the service of the suspension notice, exclusive of the day of service. The appeal hearing request shall be in writing stating the grounds for appeal and served on the ~~Zoning Board of Adjustment county board~~ by personal service or certified mail with a copy to the department within 10 ~~business county working~~ days of service of the suspension notice, exclusive of the day of service. Following timely service of a request for healing, the ~~Zoning Board of Adjustment county board~~ shall set a time and place for the hearing pursuant to section 13.00.

C. If said suspension is upheld and the permittee has not demonstrated within the 60 day time period that the provisions of the ordinance have been complied with, the department may serve notice of continued suspension for up to an additional 60 days or initiate revocation procedures.

12.02 SUMMARY SUSPENSION.

A. If the department finds that an imminent threat to the environment or to public health, safety or welfare requires emergency action and incorporates a finding to that effect in its order, summary suspension of a permit may be ordered by the department upon notification to the Dakota County Attorney's Office. Written notice of such summary suspension shall be made by personal service or by certified mail on the permittee at the address designated in the permit application. Service by certified mail shall be deemed complete upon mailing. Alternatively, the department may post copies of the notice of summary suspension of the permit on the property for which the permit was issued. Said posting shall constitute the notice required under this section.

B. The written notice shall state the effective date of the summary suspension, the nature of the violation(s) requiring emergency action, the facts which support the conclusion that the violation(s) occurred and a statement that if the permittee desires to appeal, the permittee must file a request for an appeal hearing with the county board within 10 ~~county working business~~ days of service or posting of the suspension notice, exclusion of the day of service. The appeal hearing request shall be in writing stating the grounds for appeal and served on the county board by personal service or by certified mail with a copy to the department within 10 ~~county working business~~ days of service or posting of the suspension notice, exclusive of the day of service. Following timely service of a request for a hearing, the county board shall set a time and place for the hearing pursuant to section 13.00.

C. The summary suspension shall not be stayed pending an appeal to the county board or an informal review by the department head, but shall be subject to dismissal upon a favorable re-inspection by the department or favorable appeal to the county board.

12.03 SUSPENSION RE-INSPECTIONS.

Upon written notification from the permittee that all violations for which a suspension or summary suspension was invoked have been corrected, the department shall re-inspect the system, device, site or activity within a reasonable length of time, but in no case more than three ~~county working business~~ days after receipt of the notice from the permittee. If the department finds upon re-inspection that the violations constituting the grounds for the suspension have been corrected or removed, the department shall immediately dismiss the suspension by written notice to the permittee, served personally or by certified mail on the permittee at the address designated in the permit application, with a copy to the Dakota County Attorney's Office.

12.04 REVOCATION.

A. Any permit granted pursuant to this ordinance may be revoked by the department for violation of any provision of this ordinance.

B. Revocation shall not occur earlier than 10 ~~business county working~~ days from the time that written notice of revocation from the department is served on the permittee, or if a hearing is requested, until written notice of the ~~Zoning Board of Adjustment county board's~~ action has been served on the permittee. The notice of revocation to the permittee shall be made by personal service or by certified mail to the address designated in the permit application. Service by certified mail shall be deemed complete upon mailing. Such written notice of revocation shall contain the effective date of the revocation, the nature of the violation(s) constituting the basis for the

revocation, the facts which support the conclusion that the violation(s) occurred and a statement that if the permittee desires to appeal, the permittee must file a request for an appeal hearing with the ~~Zoning Board of Adjustment county board~~ within 10 ~~business county working~~ days of service of the revocation notice, exclusive of the day of service. The appeal hearing request shall be in writing stating the grounds for appeal and served on the ~~Zoning Board of Adjustment county board~~ by personal service or by certified mail with a copy to the department within 10 ~~business county working~~ days of service of the revocation notice, exclusive of the day of service. Following timely service of a request for a hearing, the ~~Zoning Board of Adjustment county board~~ shall set a time and a place for the hearing to be held pursuant to section 13.00.

SECTION 13.00 HEARINGS

~~Hearings requested under this ordinance by an applicant or permittee (hereinafter collectively referred to as "appellant") aggrieved by a denial of construction permit or operating permit pursuant to sections 7.02 or 7.04 or a permit suspension or revocation pursuant to sections 12.01, 12.02 or 12.04 shall be held before the Zoning Board of Adjustment and shall be open to the public. Hearings requested under this ordinance shall be held before the county board, or a hearing examiner as provided below, and shall be open to the public.~~

A. TIMEFRAME FOR HEARING. Unless an extension of time is requested by the appellant in writing directed to the chair of the ~~county board~~~~Zoning Board of Adjustment~~ and is granted, the hearing will be held no later than 45 calendar days after the date of service of request for a hearing, exclusive of the date of such service. In any event, such hearing shall be held no later than 90 calendar days after the date of service of request for a hearing, exclusive of the date of such service.

B. NOTICE OF HEARING. The ~~county board~~~~Zoning Board of Adjustment~~ shall mail notice of the hearing to the appellant, with a copy to the department and the Dakota County Attorney's Office, at least 15 ~~business county working~~ days prior to the hearing.

Such notice shall include:

1. A statement of time, place, and nature of the hearing.
2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
3. A reference to the particular section of the ordinance and rules involved.

~~C. HEARING EXAMINER. The county board may by resolution appoint an individual, to be known as the hearing examiner, to conduct the hearing and to make findings of fact, conclusions and recommendations to the county board. The hearing examiner shall submit the findings of fact, conclusions and recommendations to the county board in a written report and the county board may adopt, modify or reject the report.~~

~~CD.~~ CONDUCT OF THE HEARING. The appellant and the department may be represented by counsel. The department, the appellant, and additional parties, as determined by the ~~county board~~~~Zoning Board of Adjustment~~ or hearing examiner, in that order, shall present evidence. All testimony shall be sworn under oath. All parties shall have full opportunity to respond to and

present evidence, cross-examine witnesses, and present argument. The county board Zoning Board of Adjustment or hearing examiner may also examine witnesses.

DE. BURDEN OF PROOF. The department shall have the burden of proof of proving its position by a preponderance of the evidence, unless a different burden is provided by substantive law, and all findings of fact, conclusions, and decisions by the county board Zoning Board of Adjustment shall be based on evidence presented and matters officially noticed.

EF. ADMISSION OF EVIDENCE. All evidence that possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to rely in the conduct of their serious affairs. Evidence that is incompetent, irrelevant, immaterial or unduly repetitious may be excluded. The hearing shall be confined to matters raised in the department's written notice of suspension, summary suspension, revocation, or denial of a permit, or in the written request for a hearing.

EG. PRE-HEARING CONFERENCE. At the written request of any party, or upon motion of the county board Zoning Board of Adjustment or hearing examiner, a pre-hearing conference shall be held. The pre-hearing conference shall be conducted by the hearing examiner, if the county board Zoning Board of Adjustment has chosen to use one, or by a designated representative of the county board Zoning Board of Adjustment. The pre-hearing conference shall be held no later than five business county working days before the hearing. The purpose of the pre-hearing conference is to:

1. Clarify the issues to be determined at the hearing.
2. Provide an opportunity for discovery of all relevant documentary, photographic or other demonstrative evidence in the possession of each party. The hearing examiner or county board Zoning Board of Adjustment's representative may require each party to supply a reasonable number of copies of relevant evidence capable of reproduction.
3. Provide an opportunity for discovery of the full name and address of all witnesses who will be called at the hearing and a brief description of the facts and opinions to which each is expected to testify. If the names and addresses are not known, the party shall describe them thoroughly by job duties and involvement with the facts at issue.
4. If a pre-hearing conference is held, evidence not divulged as provided above shall be excluded at the hearing unless the party advancing the evidence took all reasonable steps to divulge it to the adverse party prior to the hearing and:
 - a. The evidence was not known to the party at the time of the pre-hearing conference; or
 - b. The evidence is in rebuttal to matters raised for the first time at or subsequent to the pre-hearing conference.

GH. FAILURE TO APPEAR. If the appellant fails to appear at the hearing, appellant shall forfeit any right to a hearing before the county board Zoning Board of Adjustment or hearing examiner. Appellant's failure to appear shall also be deemed as a waiver of appellant's right to appeal the department's decision and the department's decision shall stand.

H. DECISION. The Zoning Board of Adjustment may reverse, affirm in whole or part, or may modify the order, requirements, decisions or determinations of the department and to direct the department to issue the permit. In addition, the Zoning Board of Adjustment may impose conditions, including time limits, to protect the public health, safety and welfare of the public. The reasons for the Zoning Board of Adjustment's decision shall be stated in writing.

I. APPEAL ~~OF COUNTY BOARD DECISION~~. Any appellant aggrieved by the decision of the ~~county board~~ Zoning Board of Adjustment may appeal that decision to ~~any court with appropriate jurisdiction~~ Dakota County District Court.

SECTION 14.00 RECORD KEEPING AND ANNUAL REPORT

14.01 RECORD KEEPING.

The department shall maintain a current record of all permitted systems. The record shall contain all permit applications, issued permits, fees assessed, variance requests, certificates of compliance, notices of noncompliance, enforcement proceedings, site evaluation reports, design reports, record drawings, management plans, maintenance reports, an annual list of all sewage tanks installed in the department's jurisdiction sorted by licensed installation businesses, and other records relevant to each system. [Minn. R. 7082.0300, Subp. 4}]

14.02 ANNUAL REPORT.

The department shall provide an annual report of SSTS permitting activities to the MPCA in accordance with the requirements set forth in Minn. R. 7082.0040, ~~S~~subp. 5, as may be amended. [Minn. R. 7082.0040, Subp. 5}]

SECTION 15.00 TAX ASSESSMENT PROGRAM

15.01 GENERAL PROVISIONS.

A. Authority. Pursuant to Minn. ~~esota Statutes, Ssection~~ 115.57, the Dakota County Board of Commissioners hereby establishes a voluntary tax assessment program to assist qualifying property owners to replace or repair failing SSTS in Dakota County. The program may only be used for the site evaluation, design, installation, repair and replacement of existing failing SSTS on privately owned property, pursuant to the authority granted under Minn. Stat. ~~Chapter Ch.~~ 115 and Minn. ~~R. Ch. esota Rules~~ 7080 that pertain to sewage treatment as defined under this ordinance. The program may not be used for construction of a new SSTS on property that did not previously have a SSTS.

B. Application. Application shall be made to the Department on forms provided by the Department. Department staff shall determine if an applicant is a qualifying property owner by verifying that the applicant is the property owner of record, the property is homesteaded, and the taxes are current. Whoever knowingly makes, or causes to be made, a material misstatement, misrepresentation, or omission during the application process with the intention that it be relied upon by the Department in determining eligibility for the program is guilty of a misdemeanor.

C. Terms. Dakota County may lend funds to a qualifying property owner to correct a failing SSTS, as shall be recommended by the Department, at an interest rate and terms to be established by resolution of the Dakota County Board of Commissioners. All sums loaned under the program, and accrued interest thereon, shall be a lien against the real property upon which the improvement was made, and shall be assessed against the property. The property owner has the right to prepay the assessment at any time during the assessment period. There shall be no penalty for prepayment.

D. Notification. Upon approval by the Department, the applicant will be notified in writing that their application has been approved. Work to replace or repair the failing SSTS may not proceed until the application has been approved and all required permits obtained. All construction must conform to the standards and requirements in Minn. R. ~~Chs.utes~~ 7080-7083 and Section 5.05 of this ~~o~~Ordinance. If an application is not approved, the applicant will be notified in writing as to the reasons the application was denied.

E. Fund Disbursement. Upon completion of the repair or replacement of the SSTS, the contractor shall submit an invoice, final inspection report or certificate of compliance, and an as-built record to the Department. After review by the Department, payment shall be made to the contractor for the approved amount of the program loan.

SECTION 16.00 SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

SECTION 17.00 REMEDIES CUMULATIVE

No remedy set forth in this ordinance is intended to be exclusive but each such remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay in the exercise of any remedy for violation of this ordinance shall later impair or waive any such right or power of the county.

SECTION 18.00 EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the Board of County Commissioners of Dakota County this 4th day of June 1985.

Amended by the Board of County Commissioners of Dakota County this 23rd day of July 1996.

Amended by the Board of County Commissioners of Dakota County this 19th day of May 1998.

Amended by the Board of County Commissioners of Dakota County this 15th day of December 2009.

Amended by the Board of County Commissioners of Dakota County this 5th day of April 2016.

Amended by the Board of County Commissioners of Dakota County this 23rd day of January 2018.

Amended by the Board of County Commissioners of Dakota County this ____ day of _____ 2026.

ATTEST:

COUNTY OF DAKOTA, STATE OF MINNESOTA

DRAFT



Board of Commissioners

Request for Board Action

Item Number: DC-5438

Agenda #: 9.2

Meeting Date: 5/5/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment With Xcel Energy For Utility Relocations For Minnesota River Greenway, Project P00127

PURPOSE/ACTION REQUESTED

Authorize contract amendment with Xcel Energy to include updated costs for construction of a new transmission line structure to facilitate the construction and operation of the Minnesota River Greenway.

SUMMARY

The Dakota County Board of Commissioners adopted the Minnesota River Greenway Plan by Resolution No.11-516 (October 18, 2011), with several segments and trailheads constructed in fulfillment of the plan. A 3.26-mile trail and a 0.32-mile pedestrian bridge through Fort Snelling State Park are the remaining segments needed to complete the greenway (Attachment: Project Map). Construction of the trail portion of the project began in November 2023 and is ongoing. Design and permitting of the bridge portion of the project were completed in 2024, with construction commencing in April 2025.

The bridge design is contingent on the relocation of a nearby transmission line structure owned by Xcel Energy. By Resolution No. 21-118 (March 9, 2021), Dakota County executed a relocation agreement with Xcel Energy to participate in the cost of constructing a single-pole steel structure with a concrete foundation as a replacement to the existing three-pole timber structure; the steel structure is necessary to allow for a narrower profile and to eliminate the need for guy wires at the location of the bridge. Through this agreement, Dakota County has paid for 80 percent, or \$390,000, of the estimated cost for this structure replacement. Replacement of the structure was completed in May 2025 and allows for construction work in the immediate area to proceed. Xcel Energy has submitted an updated cost estimate for the replacement that is \$131,771 higher than the initial estimate, due to higher labor and material costs, for a new total cost of \$619,771. Dakota County's additional estimated cost obligation for this increase following previous payments is \$229,771.

RECOMMENDATION

Staff recommends execution of an amendment to the original relocation agreement to reflect actual costs incurred in Xcel Energy's construction process.

EXPLANATION OF FISCAL/FTE IMPACTS

Approved Parks Capital Improvement Plans (CIP) include a total project budget of \$24,516,106, including expenditures for the trail portion of the project. The current breakdown of the funding

sources in the Parks CIP is provided below. There is an uncommitted fund balance of \$1,790,694 available to execute the proposed contract amendment.

| Funding Source | Approved Budget | Available Budget |
|----------------------------------|---------------------|------------------|
| Sales and Use Tax | \$3,784,226 | \$654,866 |
| Regional Railroad Authority Fund | \$2,610,131 | \$933 |
| County Park Fund | \$186,358 | \$0 |
| State of Minnesota | \$5,093,794 | \$0 |
| Parks & Trails Legacy Funds | \$4,090,569 | \$34,721 |
| Levy | \$914,001 | \$0 |
| Federal Award | \$3,508,000 | \$0 |
| County Program Aid | \$1,058,719 | \$0 |
| Environmental Legacy Fund | \$2,099,285 | \$0 |
| Transportation Funds | \$70,849 | \$0 |
| Total | \$23,415,932 | \$690,520 |

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

RESOLUTION

WHEREAS, the Minnesota River Greenway (MNRGW) runs along the south side of the Minnesota River in Eagan and Burnsville, extending from I-35W in Burnsville to Lilydale Regional Park in Saint Paul; and

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

WHEREAS, by Resolution No. 20-163 (March 24, 2020), the Dakota County Board of Commissioners approved schematic design for the Project, including the relocation of several power line structures owned by Xcel Energy; and

WHEREAS, by Resolution No. 21-118 (March 9, 2021), the Dakota County Board of Commissioners authorized execution of a contract with Xcel Energy to replace and relocate a transmission line structure to enable construction of the MNRGW bridge for an amount not to exceed \$471,000; and

WHEREAS, Xcel Energy has submitted an updated cost of \$619,771 for construction of the new structure, driven by labor and material cost increases over the past four years; and

WHEREAS, staff has reviewed the costs submitted by Xcel Energy and accepts the revised cost estimate due to labor and material inflation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract amendment with Xcel Energy for the design and construction of a transmission line structure required for the Minnesota River Greenway Fort Snelling

Segment project in an amount not to exceed \$619,771, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

11-516; 10/18/11

20-163; 3/24/20

21-119; 3/9/21

ATTACHMENTS

Attachment: Project Map

BOARD GOALS

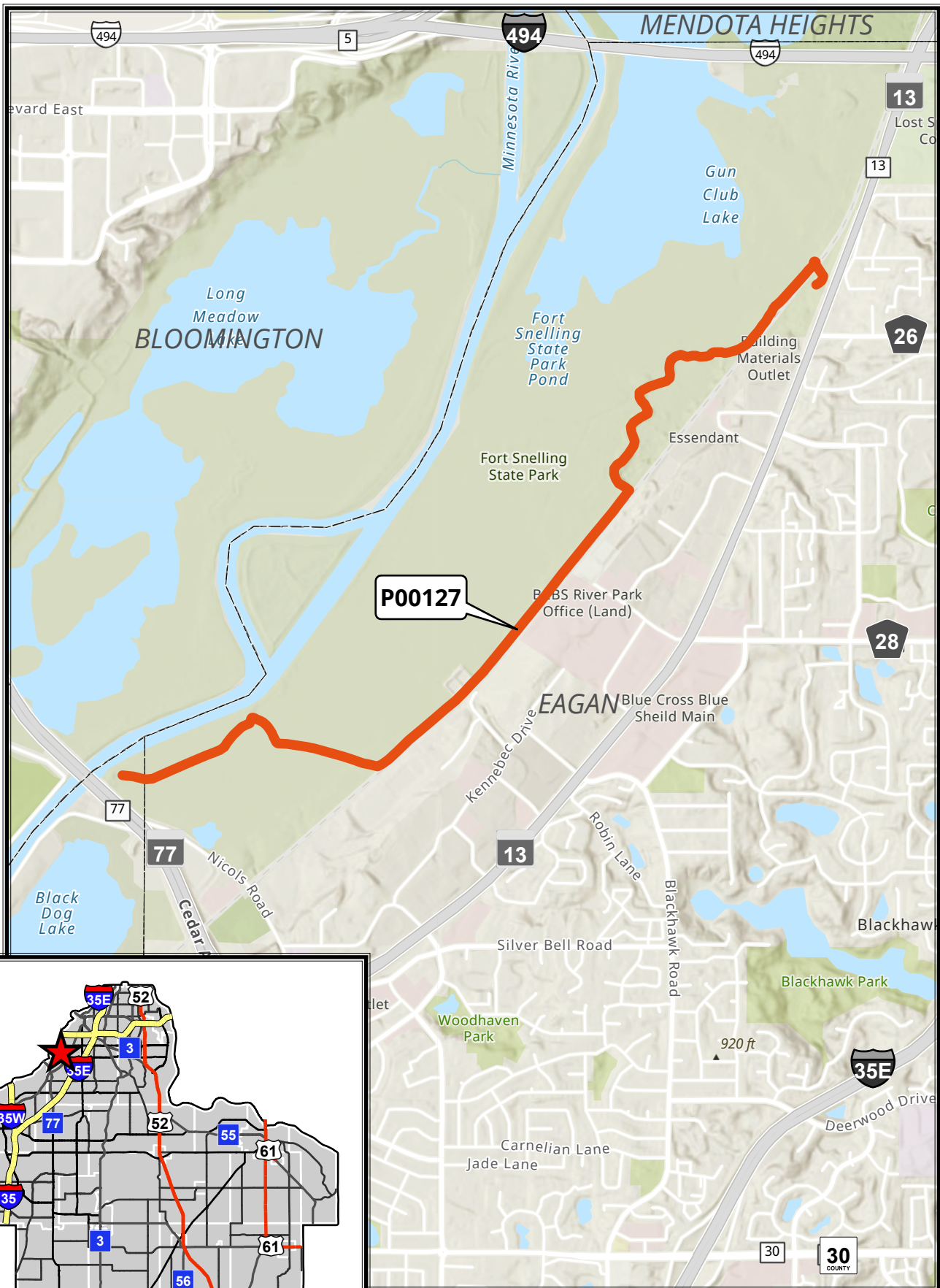
- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Joe Morneau

Project Map



**Minnesota River Greenway
Fort Snelling Segment**



Board of Commissioners

Request for Board Action

Item Number: DC-5520

Agenda #: 9.3

Meeting Date: 5/5/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization For Submission Of Funding Request To Lessard-Sams Outdoor Heritage Council

PURPOSE/ACTION REQUESTED

Authorize submission of an \$8.0 million State Fiscal year 2028 (FY28)/Minnesota Law 2027 (ML27) Outdoor Heritage Fund (OH) request to the Lessard-Sams Outdoor Heritage Council (LSOHC).

SUMMARY

The 2008 Minnesota Constitutional Legacy amendment increased the state sales tax and dedicated revenue to natural resources, clean water, arts and cultural heritage, and parks and trails. The portion of the funds for wildlife habitat is accessed through funding applications to the LSOHC. The LSOHC makes OH funding recommendations to the State legislature for projects requiring more than \$400,000 to protect, improve, and enhance wetlands, prairies, forests, and fish, game, and wildlife habitat. The County has received a total of \$19.636 million of OH funds between 2009 and 2026.

Based on County Board approval of the Land Conservation (LC) Plan, Park and Greenway Master Plans, and associated Natural Resource Management Plans, staff proposes submission of an \$8.0 million ML27 OH funding request to address eligible land protection opportunities during the five-year grant period. The proposal includes restoration and enhancement of:

- An estimated 600 acres of County-owned land within County Parks, Park Reserves, Regional Greenways, and CFAs
- An estimated 800 acres of non-County public lands located within Regional Greenway corridors and CFAs and previously and newly acquired County Easements.

The proposal also includes acquisition of an estimated 200 acres of priority permanent Easements or fee title on:

- Land adjacent to Regional Parks, Park Reserves, Regional Greenways, and other public lands
- Land within Regional Greenways and CFAs, including cultivated hydric soil areas for wetland restoration; lake, river, and stream shoreline; and other priority lands
- Land with significant conservation benefits not included in the above categories.

The proposal also includes funding for contracted professional services, materials/supplies, and other acquisition and restoration-associated expenses. The request is based primarily on anticipated projects that result from strategic outreach and provides flexibility for opportunities that cannot be determined at the time of proposal submission. The deadline for submitting a FY28/ML27 OH grant

request to the LSOHC is May 22, 2026.

RECOMMENDATION

Staff recommends that the County Board authorize submission of a ML27 OH funding request to the LSOHC.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposal includes the following requests: \$5.4 million for restoration and enhancement of regional parks, park reserves, greenway corridors, County Park Conservation Areas, non-County public lands, and existing and new Easements, and \$2.6 million for fee title or Easement acquisition. If the funding request is successful, the funding would be available for five years from July 1, 2027, to June 30, 2032. County staff time will be included in the proposal as in-kind match, estimated to be \$600,000 for three FTEs over five years. If additional County match is determined prior to the final proposal deadline, it will be included in the future County Board request to accept awarded grant funding.

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

RESOLUTION

WHEREAS, in 2008, Minnesota residents approved the Minnesota constitutional amendment to increase the State sales and use tax rate and to dedicate this revenue to protecting, improving, and enhancing natural land and water resources, providing increased hunting and fishing opportunities, improving park and trail opportunities and facilities, and benefiting arts and preserving cultural heritage; and

WHEREAS, the 2009 Minnesota Legislature provided direction on the administration and dispersal of the dedicated revenue through various agencies and grant programs, including the Lessard-Sams Outdoor Heritage Council (LSOHC); and

WHEREAS, the County has previously submitted funding proposals to the LSOHC, and a total of \$19.636 million has been appropriated by the Minnesota Legislature to the County for acquisition and restoration since 2009; and

WHEREAS, protection, restoration, and enhancement of environmentally sensitive and priority natural areas owned by the County, other public entities, and private landowners provide multiple public benefits and are a priority for the Dakota County Board of Commissioners as demonstrated in the approved County Park and Greenway Master Plans, associated Natural Resource Management Plans, and the Land Conservation (LC) Plan for Dakota County; and

WHEREAS, the LSOHC has requested funding proposals for the State Fiscal Year 2028 (FY28) for 2027 Minnesota Law (ML27) approval; and

WHEREAS, staff has reviewed the funding criteria and proposes submission of an \$8.0 million FY28/ML27 Outdoor Heritage Fund (OH) funding request that emphasizes: 1) restoration of County owned lands, other publicly owned lands within Regional Greenway corridors and Conservation Focus Areas (CFAs), and existing and new conservation easements (Easements) on private land; and 2) acquisition of Easements and/or fee title within Regional Greenways and CFAs and other

significant areas described in the LC Plan that address eligible land protection opportunities during the five-year grant period; and

WHEREAS, the proposal includes restoration and enhancement of an estimated 600 acres in County Parks, Park Reserves, Regional Greenways, and County Park Conservation Areas; an estimated 800 acres of non-County public lands located within Regional Greenway corridors and CFAs; and new and previously acquired County Easements; and

WHEREAS, the proposal includes acquiring an estimated 200 acres of priority permanent conservation easement or fee title on land adjacent to Regional Parks, Park Reserves, and Regional Greenways; cultivated hydric soil areas for wetland restoration; lake, river and stream shoreline; and other priority lands within and outside CFAs as described in the LC Plan; and

WHEREAS, the proposal would include funding for contracted professional services, materials/supplies, and other acquisition and restoration-associated expenses; and

WHEREAS, County staff time will be included in the grant proposal as in-kind match, estimated to be \$600,000 for three FTEs over five years; and

WHEREAS, if additional County match is determined prior to the final proposal deadline, it will be included in the future County Board request to accept awarded grant funding; and

WHEREAS, the FY28/ML27 OH funding application deadline for submission to the LSOHC is May 22, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby supports and authorizes the submission of an \$8.0 million State Fiscal Year 2028/Minnesota Law 2027 Outdoor Heritage Fund grant request to the Lessard-Sams Outdoor Heritage Council.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: Lisa West



Board of Commissioners

Request for Board Action

Item Number: DC-5551

Agenda #: 9.4

Meeting Date: 5/5/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With RES Great Lakes For Vegetation Management At Whitetail Woods Regional Park

PURPOSE/ACTION REQUESTED

Authorize the award of bid and execute contract with RES Great Lakes for restoration and enhancement at Whitetail Woods Regional Park.

SUMMARY

Background:

Dakota County’s Natural Resource Management System Plan (NRMSP) was adopted by Resolution No. 17-274 (May 9, 2017). The NRMSP identifies the need to maintain restored areas perpetually to protect the initial investment made to restore the area and to “ensure that the plant community and wildlife continue on a trajectory toward greater ecological health.” Dakota County utilizes a robust volunteer force as appropriate and also hires contractors to maintain restored areas in parks via tasks such as removal of invasive species and prescribed burns to meet NRMSP goals.

Funding for this work comes from the Environmental Legacy Fund (ELF).

Contract information:

A request for proposal (RFP) was prepared and released on March 11, 2026, to six vendors. Five proposals were received, as follows:

| <u>Bidder</u> | <u>Single Year Proposal Amount</u> | <u>Three-Year Proposal Amount</u> |
|-----------------------------------|------------------------------------|-----------------------------------|
| RES Great Lakes | \$217,411 | \$362,011 |
| Landbridge Ecological, Inc. | \$219,402 | \$363,702 |
| Minnesota Native Landscapes, Inc. | \$182,124 | \$409,324 |
| Edge Ecosystems LLC | \$247,461 | \$426,611 |
| Native Resource Preservation LLC | \$280,301 | \$488,801 |

A staff panel evaluated all proposals and the RES Great Lakes proposal scored highest. While this is not the lowest single-year cost, it was the lowest cost over the anticipated three-year lifespan of this contract.

The RFP stipulated that bidders provide rates for restoration tasks to be performed at the direction of Dakota County, as needed. The RFP stated: "Preliminary task estimates have been made in the Anticipated Schedule for evaluation purposes only. This estimate is not to be interpreted as any form

of a commitment to an agreed-to quantity of work. Contractor will be paid for actual hours/acres of work on the site, which may be more or less than the estimates provided. The cumulative contract maximum including contract extension terms will not exceed \$400,000 from the start of the contract." Task estimates were based on a one-year term.

The base quote includes herbicide application, spot mowing, hand weeding, and prescribed burning in prairie and woodland areas of Whitetail Woods Regional Park. A special project quote was requested for a sand gravel prairie expansion project. Alternate tasks include brush hog mowing, establishment mowing, planting, watering, broadcast herbicide application (site preparation), hand seeding, broadcast seeding, drill seeding, erosion control blanket installation, tree removal, brush removal, brush pile burning, prescribed burn follow-up, forestry mowing, mowing with thatch removal, and fall foliar herbicide application. There is a need to implement alternate tasks, but the level of utilization will be determined by the project manager based on specific site and weather conditions. The initial contract term will end May 31, 2027.

Contract expenditures are predicted to be \$125,000 per year. The contract maximum of \$400,000 will allow for two contract extensions plus a small contingency to accommodate changing conditions inherent in natural resources work.

RECOMMENDATION

Staff recommends authorizing execution of contract with RES Great Lakes for Vegetation Management At Whitetail Woods Regional Park for a contract maximum of \$400,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 Adopted Parks Natural Resources Budget contains sufficient budget for Vegetation Management and is funded using Environmental Legacy Fund (ELF) fund balance.

Project 1000665 Vegetation Management

| Funding Source | Total Approved Budget | Available Budget |
|-----------------------------------|-----------------------|------------------|
| Environmental Legacy Fund Balance | \$3,037,745 | \$619,641 |

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

RESOLUTION

WHEREAS, by Resolution No. 17-274 (May 23, 2017), the County Board adopted the Dakota County Natural Resource Management System Plan (NRMSP); and

WHEREAS, the NRMSP identifies the need to maintain restored areas perpetually to protect the initial investment made to restore the area; and

WHEREAS, on March 11, 2026, the County issued a Request for Proposals (RFP) for the Whitetail Woods Regional Park Vegetation Management project; and

WHEREAS, best value contracting was used to evaluate and award this RFP; and

WHEREAS, the proposal evaluation team scored each proposal and selected RES Great Lakes; and

WHEREAS, the RFP stipulated that the initial contract term would expire May 31, 2027; and

WHEREAS, the RFP stipulated that the contract could be extended for up to two additional twelve-month terms ending May 31, 2028, and May 31, 2029; and

WHEREAS, the hourly or per-acre rates will increase by three percent for each contract extension; and

WHEREAS, the RFP stipulated that the total contract amount would not exceed \$400,000; and

WHEREAS, adequate funds for the initial contract terms are available within the 2026 Adopted Parks Natural Resources Budget; and

WHEREAS, staff recommends executing the contract with RES Great Lakes.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to contract with RES Great Lakes for the Whitetail Woods Regional Park Vegetation Management project to manage natural areas of Whitetail Woods Regional Park through May 31, 2027, with the option to extend the contract for up to two twelve-month terms until May 31, 2029, in a total amount not to exceed \$400,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

17-274; 5/9/17

ATTACHMENTS

Attachment: Site Map

BOARD GOALS

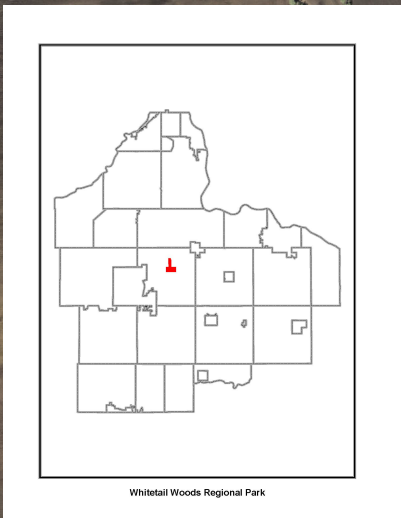
- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Karen Solas

Whitetail Woods Regional Park Vegetation Mgmt



○ Trail Intersections

Trails

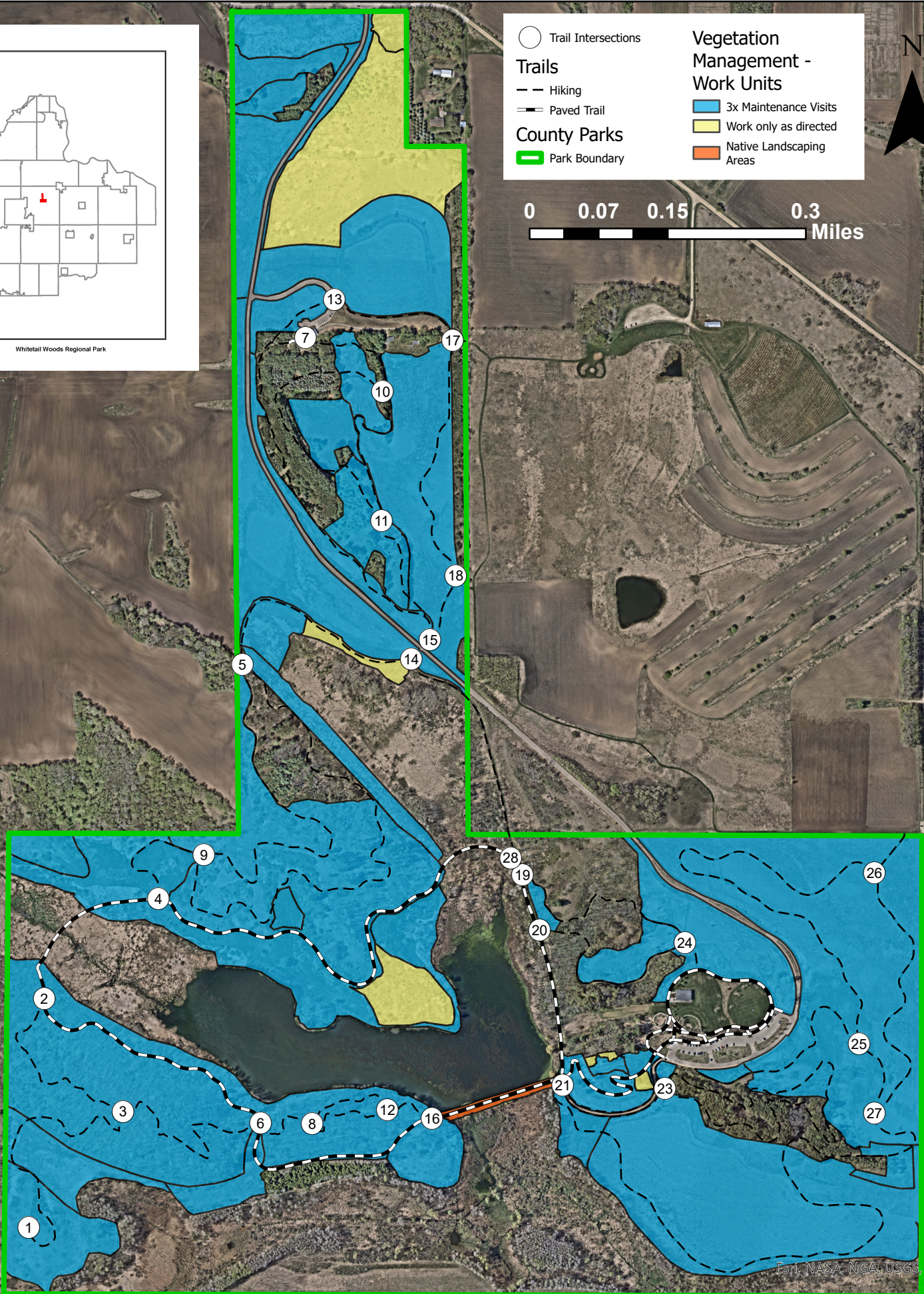
- - Hiking
- Paved Trail

County Parks

- ▭ Park Boundary

Vegetation Management - Work Units

- ▭ 3x Maintenance Visits
- ▭ Work only as directed
- ▭ Native Landscaping Areas





Board of Commissioners

Request for Board Action

Item Number: DC-5566

Agenda #: 9.5

Meeting Date: 5/5/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Easement Amendments And Agreements With Northern States Power Co. For Harry Avenue And Mills Town State Trail Realignment In Lake Byllesby Regional Park, County Project 2000458

PURPOSE/ACTION REQUESTED

Authorize Dakota County Board chair to execute easements and acceptance of the donation from Northern States Power Co. (NSP). Authorize amendment one to an existing trail easement and second amendment to a driveway easement. Execute a fence and gate easement, authorize temporary construction easements, and convey an access road easement all with NSP for County Project 2000458, Harry Avenue and Mills Town State Trail Realignment.

SUMMARY

Dakota County Parks is realigning Harry Avenue and Mills Town State Trail for safety enhancements within Lake Byllesby Regional Park. To construct the project, it is necessary for Dakota County to amend its current trail easement agreement, including temporary construction easements (Attachment: Amendment to Trail Easement), authorize an access road easement (Attachment: Access Road Easement), and a second amendment to a driveway easement (Attachment: Second Amendment to Driveway Easement), and authorize a fence and gate easement (Attachment: Fence and Gate Easement), all with NSP.

NSP owns a parcel with a substation and a parcel with a driveway that are both adjacent to and share access with the Byllesby Dam within Lake Byllesby Regional Park. Additionally, a Dakota County driveway connected to Harry Avenue and the Mills Town State Trail currently travels through the parcels. On the opposite side of the two parcels is the Byllesby Dam. The trail easement amendment will accommodate the relocation of the State Trail on Xcel's property along with temporary construction easements. The access road easement is to accommodate existing NSP underground facilities on Dakota County property and an access point to the substation. The second amendment to the driveway easement amendment will accommodate Dakota County's driveway on NSP to update its legal description. The fence and gate agreement is necessary for Dakota County to have a fence protecting dam access legally required by the Federal Energy Regulatory Commission on NSP property.

RECOMMENDATION

Staff recommends authorization to convey and receive easements necessary with NSP to accommodate the Harry Avenue and Mills Town State Trail realignment.

EXPLANATION OF FISCAL/FTE IMPACTS

There will be no financial impact to Dakota County due to the easements being donated between the two parties.

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

RESOLUTION

WHEREAS, the Harry Avenue and Mills Town State Trail realignment is being constructed to enhance safety for road and trail users; and

WHEREAS, Northern States Power Co. (NSP) owns a parcel on Harry Avenue, and the Mills Town Trail overlaps with it; and

WHEREAS, temporary easements are required to accommodate construction; and

WHEREAS, permanent trail easements are required for the trail facilities being constructed on NSP property:

A 30.00 foot wide perpetual easement for trail purposes over, under and across the following described subject property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section

13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said trail easement is described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along the boundary of said subject property a

distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along the boundary of said subject property a distance of 187.76 feet to the point of beginning of the centerline to be described; thence northwesterly a distance of 32.90 feet along a non-tangential curve concave to the northeast having a radius of 112.00 feet and a central angle of 16 degrees 49 minutes 53 seconds, the chord of said curve bears North 38 degrees 19 minutes 03 seconds West; thence North 29 degrees 54 minutes 06 seconds West tangent to said curve a distance of 64.92 feet; thence northwesterly a distance of 53.56 feet along a tangential curve concave to the southwest having a radius of 100.00 feet and a central angle of 30 degrees 41 minutes 06 seconds; thence North 60 degrees 35 minutes 13 seconds West tangent to said curve a distance of 64.79 feet; thence northwesterly a distance of 75.98 feet along a tangential curve concave to the northeast having a radius of 100.00 feet and a central angle of 43 degrees 32 minutes 06 seconds; thence North 17 degrees 03 minutes 07 seconds West tangent to said curve a distance of 21.34 feet; thence northwesterly a distance of 175.00 feet along a tangential curve concave to the southwest having a radius of 116.50 feet and a central angle of 86 degrees 04 minutes 03 seconds to the west boundary of said subject property and said centerline there terminating.

AND

A 30.00-foot perpetual easement for trail purposes over, under and across the following described property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section

13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said trail easement is described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence North 89 degrees 44 minutes 39 seconds West, assumed bearing along the north line of said Northeast Quarter, a distance of 29.37 feet to the point of beginning of the centerline to be described; thence South 69 degrees 35 minutes 07 seconds West a distance of 37.80 feet; thence southwestwesterly a distance of 78.58 feet along a tangential curve

concave to the northwest having a radius of 300.00 feet and a central angle of 15 degrees 00 minutes 25 seconds; thence South 84 degrees 35 minutes 31 seconds West tangent to said curve a distance of 83.91 feet to the west line of the above described property and said centerline there terminating.

; and

WHEREAS, a permanent expanded driveway easement is necessary for the relocation of Harry Avenue and the water access driveway when on NSP property:

A 24.00-foot-wide perpetual access easement over, under and across the following described subject property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said access easement is described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along the boundary of said subject property a distance of 34.51 feet to the point of beginning of the centerline to be described; thence South 23 degrees 15 minutes 26 seconds East a distance of 72.23 feet; thence southeasterly a distance of 68.51 feet along a tangential curve concave to the northeast having a radius of 400.00 feet and a central angle of 09 degrees 48 minutes 46 seconds; thence South 33 degrees 04 minutes 12 seconds East tangent to said curve a distance of 28.94 feet to the east boundary of said subject property and said centerline there terminating.

; and

WHEREAS, Dakota County staff access to the Byllesby dam is through a shared gate on NSP

property; and

WHEREAS, the Federal Energy Regulatory Commission requires a fence to protect dam access, thus requiring a fence and gate easement to accommodate Dakota County's fence on a shared driveway on NSP's parcel:

A 10.00 foot wide strip of land over part of the following described subject property: That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

Said 10.00 foot wide strip of land lies contiguous and northerly of the following described line: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along said subject property a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along said subject property a distance of 290.13 feet to the point of beginning of the line to be described; thence South 89 degrees 34 minutes 31 seconds West a distance of 100.00 feet and said line there terminating.

; and

WHEREAS, Dakota County is conveying an access road easement to NSP on Dakota County property for their substation:

A 25.00-foot-wide perpetual access easement over part of the east 400 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 112 North, Range 18 West, Dakota County, Minnesota, said easement lies contiguous to and westerly of Line A described as part of the following described parcel:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a

distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet and the point of beginning of hereinbefore referenced Line A; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet and the point of termination of said Line A; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning ; and

WHEREAS, all aforementioned easements are being gifted and therefore incur no cost on either party.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the donation of the aforementioned easement agreements associated with the Harry Avenue and Mills Town State Trail Realignment; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners donates the access road easement to Northern States Power Co.; and

BE IT FUTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute the easement agreements and amendments.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Site Map

Attachment: Amendment to Trail Easement

Attachment: Access Road Easement

Attachment: Second Amendment

Attachment: Fence and Gate Easement

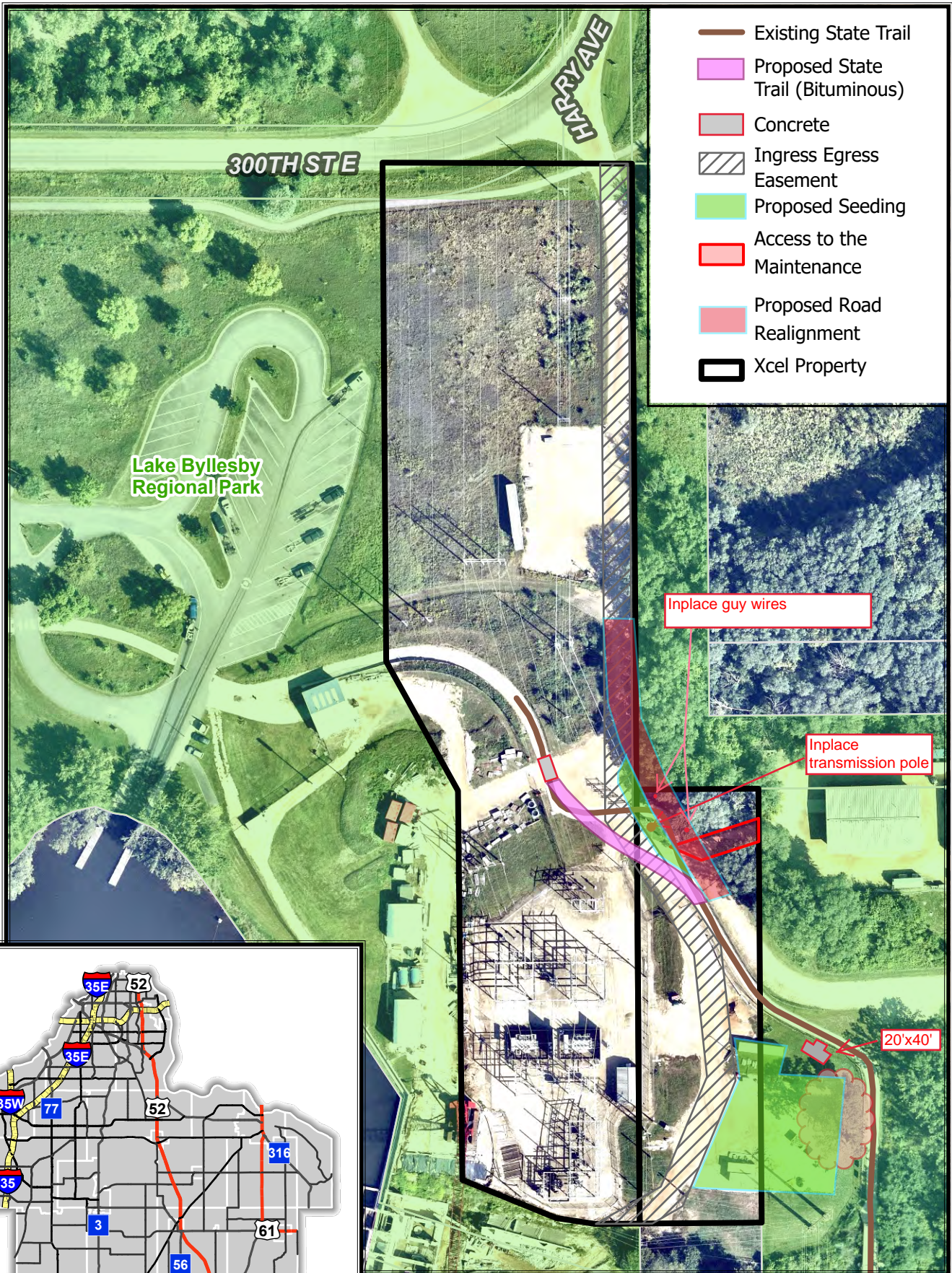
BOARD GOALS

- 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: Michael Honer



Proposed State Trail Relocation

AMENDMENT TO PERMANENT EASEMENT AGREEMENT

THIS AMENDMENT TO PERMANENT EASEMENT AGREEMENT, (“Amendment”) made and entered into as of the date last signed below, by and between Northern States Power Company (“NSP”), a Minnesota corporation, d/b/a Xcel Energy, having an address of 414 Nicollet Mall, Minneapolis, MN 55401, and the County of Dakota, a political subdivision of the State of Minnesota, having an address of 1590 Highway 55, Hastings, MN 55033 (hereinafter called the "County"). Together, NSP and the County are referred to as the “Parties.”

WITNESSETH

WHEREAS, the Parties entered into a Permanent Easement Agreement dated July 10, 2015, and recorded with the Office of the County Recorder, Dakota County, MN on October 21, 2015, as Document No. 3096285 (“Easement”) concerning certain property owned by NSP as described therein; and

WHEREAS, the County is Grantee and beneficiary of said Easement which encumbers a portion of the NSP’s real property as so described by the Easement, to wit, a public pedestrian trail; and

WHEREAS, NSP and County acknowledge that there are discrepancies between the legal description of the trail as described in the Easement and the actual location of the trail, as built, on NSP’s property; and

WHEREAS, the County desires to reconfigure and improve certain existing trail improvements on NSP’s property, including new temporary construction easement area to facilitate same; and

WHEREAS, the Parties now desire to clarify, amend, and restate the legal description of the Easement;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NSP and County hereby agree as follows:

1. That the Parties do hereby agree to amend and restate the legal description of the Easement over NSP’s Property as described and depicted on the attached **Exhibits A & A-1**.

2. NSP hereby grants the County a new temporary construction easement as generally depicted by **Exhibit A-1**, which shall run through December 31, 2027, and after such time shall automatically terminate.
3. The Grantee may install four signs adjacent to trail with prior written approval by NSP.
4. Except as modified by this Amendment, all other terms of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Permanent Easement Agreement on the day and year first above written.

GRANTOR

NORTHERN STATES POWER COMPANY

By _____
 Peter D. Gitzen, Manager
 Siting and Land Rights,
 Xcel Energy Services Inc.
 as Authorized Agent for
 Northern States Power Company

STATE OF MINNESOTA)
) ss.
 COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Peter D. Gitzen, Manager Siting and Land Rights, Xcel Energy Services Inc. as Authorized Agent for Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, on behalf of the corporation.

 NOTARY PUBLIC

GRANTEE

COUNTY OF DAKOTA

By _____
Laurie Halvorsen
County Board Chair

ATTEST:

By _____
Jennifer Reynolds
Clerk to the Board

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Laurie Halvorsen and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

RECORDED FOR THE BENEFIT OF COUNTY OF DAKOTA AND EXEMPT FROM RECORDING FEES PER MINNESOTA STATUTE 386.77.

Drafted by:
Joseph G. Marek
Asst. Dakota Co. Attorney
1560 Hwy 55
Hastings, MN 55033

EXHIBIT A

Legal Description of Amended Trail Easement

A 30.00 foot wide perpetual easement for trail purposes over, under and across the following described subject property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said trail easement is described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along the boundary of said subject property a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along the boundary of said subject property a distance of 187.76 feet to the point of beginning of the centerline to be described; thence northwesterly a distance of 32.90 feet along a non-tangential curve concave to the northeast having a radius of 112.00 feet and a central angle of 16 degrees 49 minutes 53 seconds, the chord of said curve bears North 38 degrees 19 minutes 03 seconds West; thence North 29 degrees 54 minutes 06 seconds West tangent to said curve a distance of 64.92 feet; thence northwesterly a distance of 53.56 feet along a tangential curve concave to the southwest having a radius of 100.00 feet and a central angle of 30 degrees 41 minutes 06 seconds; thence North 60 degrees 35 minutes 13 seconds West tangent to said curve a distance of 64.79 feet; thence northwesterly a distance of 75.98 feet along a tangential curve concave to the northeast having a radius of 100.00 feet and a central angle of 43 degrees 32 minutes 06 seconds; thence North 17 degrees 03 minutes 07 seconds West tangent to said curve a distance of 21.34 feet; thence northwesterly a distance of 175.00 feet along a tangential curve concave to the southwest having a radius of 116.50 feet and a central angle of 86 degrees 04 minutes 03 seconds to the west boundary of said subject property and said centerline there terminating.

Trail easement area = 14,625 sf (0.34 acres)

AND

A 30.00 foot perpetual easement for trail purposes over, under and across the following described property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

The centerline of said trail easement is described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence North 89 degrees 44 minutes 39 seconds West, assumed bearing along the north line of said Northeast Quarter, a distance of 29.37 feet to the point of beginning of the centerline to be described; thence South 69 degrees 35 minutes 07 seconds West a distance of 37.80 feet; thence southwesterly a distance of 78.58 feet along a tangential curve concave to the northwest having a radius of 300.00 feet and a central angle of 15 degrees 00 minutes 25 seconds; thence South 84 degrees 35 minutes 31 seconds West tangent to said curve a distance of 83.91 feet to the west line of the above described property and said centerline there terminating.

Trail easement area 5,976 square feet

EXHIBIT A-1

Aerial Depiction of Trail Easement and Temporary Construction Easement



Sec. 13-14, T112 N., R18 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantee: Dakota County

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Easement”), entered into as of the date below, is made by and between the County of Dakota, a political subdivision of the State of Minnesota ("Grantor"), and Northern States Power Company ("NSP"), a Minnesota corporation, d/b/a Xcel Energy, duly authorized to transact business in the States of Minnesota, with an office at 414 Nicollet Mall, MP-8, Minneapolis Minnesota.

WITNESSETH

WHEREAS, the Grantor owns certain real property (“Grantor’s Property”) in the County of Dakota, State of Minnesota, legally described as:

The East 400 Feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 112 North, Range 18 West, Dakota County, Minnesota.

EXCEPTING that part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

WHEREAS, NSP owns certain real property ("NSP Property"), in the County of Dakota, State of Minnesota, legally described as:

That part of the NE ¼ of Section 14, and that part of the NW ¼ of Section 13, all in Township 112 North, Range 18 West, described as follows:

Beginning at a point on the North line of said NE ¼ of Section 14 a distance of 225 feet west from the Northeast corner of said NE ¼ of Section 14; thence east along said

Sec. 14, T112 N., R18 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantor: Dakota County

North line a distance of 225 feet to said Northeast corner; thence southerly deflecting at an angle to the right of 89°20' and on the East line of said NE ¼ of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90° a distance of 110 feet; thence southerly deflecting at an angle to the right of 90° a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90° a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8°56' a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13°41'20" a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67°8'40" a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28°20' a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the East line of said NE ¼ of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

WHEREAS, the parties desire to establish a permanent roadway easement for NSP to obtain access to the southwest substation gate on the NSP Property lying southeast of the Grantor's Property defined herein.

NOW, THEREFORE, the Parties agree as follows:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants unto NSP the perpetual right, privilege and easement for ingress and egress to by NSP, its contractors, successors or assigns, their personnel, vehicles and equipment to be exercised over the portion of the Grantor's Property described and depicted as follows:

See attached Exhibits A and A-1 (the "Easement Area")

2. NSP shall pay for or repair all damages to Grantor caused by the exercise of these rights. Claims on account of such damages may be referred to the nearest NSP office.
3. Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above-described premises and has the right to sell and convey an easement in the manner and form aforesaid.
4. Grantor agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from NSP, nor to not perform any act which will interfere with or endanger said lines.
5. NSP reserves the right to maintain, install and repair existing and future underground facilities located on Grantor's Property for the protection and integrity of the substation including ground wires, ground rods, communication equipment or other equipment required by NSP to maintain the substation. Said facilities will be placed as not to impede access of ingress and egress to Grantors property. NSP shall obtain written approval from the Grantor prior to installing the underground facilities, said approval not to be unreasonably withheld by Grantor.
6. This Easement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns and incorporates all agreements and stipulations between the parties and no prior representations or statements, verbal or written, shall modify, add or change the terms hereof.

Sec. 14, T112 N., R18 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantor: Dakota County

IN WITNESS WHEREOF, the Parties have caused this Access Easement Agreement to be executed this ___ day of _____, 2026.

COUNTY OF DAKOTA

By _____
Laurie Halvorsen
County Board Chair

ATTEST:

By _____
Jennifer Reynolds
Clerk to the Board

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Laurie Halvorsen and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

This instrument was drafted by:
Northern States Power Company
414 Nicollet Mall MP7,
Minneapolis, MN55401

Sec. 14, T112 N., R18 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantor: Dakota County

EXHIBIT A

Easement Area

A 25.00-foot-wide perpetual access easement over part of the east 400 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 112 North, Range 18 West, Dakota County, Minnesota, said easement lies contiguous to and westerly of Line A described as part of the following described parcel:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet and the point of beginning of hereinbefore referenced Line A; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet and the point of termination of said Line A; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

EXHIBIT A-1



Sec. 14, T112 N., R18 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantor: Dakota County

SECOND AMENDMENT TO DRIVEWAY EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO DRIVEWAY EASMENT AGREEMENT (“Second Amendment”), entered into as of the date below, is made by and between Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (“NSP”), and the County of Dakota, a political subdivision of the State of Minnesota (“Grantee”). Together, NSP and the County are referred to as the “Parties.”

WITNESSETH

WHEREAS, NSP is the owner of certain real property legally described by **Exhibit A**, attached hereto (the “NSP Parcels”); and

WHEREAS, Grantee is the owner of certain real property immediately adjacent to the south and east of the NSP Parcels (the “County Property”); and

WHEREAS, NSP, Goodhue County and Grantee entered into that certain Driveway Easement Agreement which allowed Grantee ingress and egress over the NSP Parcels to the County Property, dated April 6, 1987, and recorded on April 15, 1987, as Document No. 777899 with the Dakota County Office of the Recorder (the “Agreement”).

WHEREAS, Goodhue County is no longer a party to the Agreement as evidenced by that certain Quit Claim Deed in favor of Grantee dated October 21, 2010, and recorded as Document No. 2805375 with the Dakota County office of the Recorder.

WHEREAS, the Parties executed a First Amendment to the Agreement, dated September 6, 2023, and recorded as Document No. 3609429 with the Dakota County office of the Recorder.

WHEREAS, the Parties now desire to amend the Agreement again to update the legal description and depiction of the easement to reflect the County’s current use and encumbrance of the NSP Parcels.

NOW, THEREFORE, the Parties agree as follows:

- 1. The Easement for Ingress and Egress, as set forth in the Agreement and First Amendment thereto, is amended to include the area legally described and depicted as set forth in **Exhibit B** and **B-1**, attached hereto.

2. Except as modified by this Second Amendment, all other terms of the Agreement and/or First Amendment thereto, shall remain in full force and effect.

-This Space Intentionally Left Blank-

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Driveway Easement Agreement to be executed this ____ day of _____, 2026.

GRANTOR

NORTHERN STATES POWER COMPANY

By _____

Peter D. Gitzen, Manager
Siting and Land Rights,
Xcel Energy Services Inc.
as Authorized Agent for
Northern States Power Company

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____day of _____, 2026, by Peter D. Gitzen, Manager Siting and Land Rights, Xcel Energy Services Inc. as Authorized Agent for Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, on behalf of the corporation.

NOTARY PUBLIC

GRANTEE

COUNTY OF DAKOTA

By _____
Laurie Halvorsen
County Board Chair

ATTEST:

By _____
Jennifer Reynolds
Clerk to the Board

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Laurie Halvorsen and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

RECORDED FOR THE BENEFIT OF COUNTY OF DAKOTA AND EXEMPT FROM RECORDING FEES PER MINNESOTA STATUTE 386.77.

EXHIBIT A

Legal Description of NSP Parcels

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

EXHIBIT B

Legal Description of Expanded Driveway Easement

A 24.00 foot wide perpetual access easement over, under and across the following described subject property:

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows:

Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

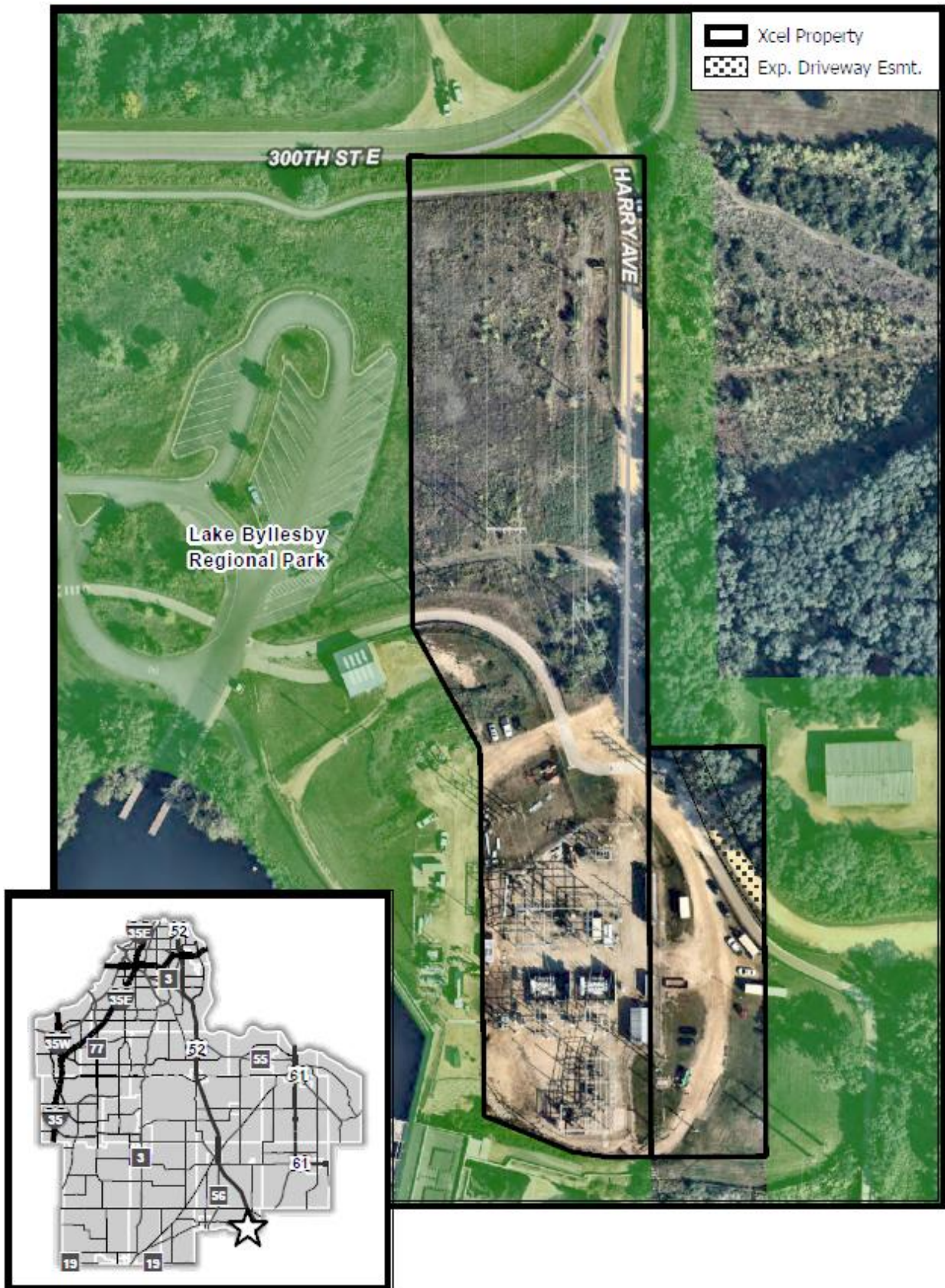
The centerline of said access easement is described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along the boundary of said subject property a distance of 34.51 feet to the point of beginning of the centerline to be described; thence South 23 degrees 15 minutes 26 seconds East a distance of 72.23 feet; thence southeasterly a distance of 68.51 feet along a tangential curve concave to the northeast having a radius of 400.00 feet and a central angle of 09 degrees 48 minutes 46 seconds; thence South 33 degrees 04 minutes 12 seconds East tangent to said curve a distance of 28.94 feet to the east boundary of said subject property and said centerline there terminating.

Access easement area = 4,073 sf

EXHIBIT B-1

General Depiction of NSP Parcels; County Property; and Expanded Driveway Easement



Sec. 13-14, 1112 N., R16 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantee: Dakota County

**FENCE AND GATE
EASEMENT
AGREEMENT**

THIS FENCE GATE EASEMENT AGREEMENT (the “Easement”), entered into as of the date below, and made by and between Northern States Power Company (“NSP”), a Minnesota corporation, d/b/a Xcel Energy, with an address of 414 Nicollet Mall, Minneapolis, Minnesota 55401, and County of Dakota, a political subdivision of the State of Minnesota, having an address of 14955 Galaxie Ave, Apple Valley, MN 55124 (“Grantee”). NSP and Grantee may be together referred to as the ‘Parties’.

WITNESSETH

WHEREAS, NSP is the fee owner of certain real property located in Section 14 Township 112 Range 18, Dakota County, MN identified as Parcel ID: 31-01300-25-010; and legal described in **Exhibit A** as the “Property”.

WHEREAS, Grantee desires use of the above described Property shown and described in **Exhibit B**, attached hereto (the “Easement Area”), for activities described below; and

WHEREAS, the Parties acknowledge Grantee’s existing access rights to the Easement Area as established by that certain Easement Agreement dated April 6, 1987, and recorded as Document No. 777899 in the Office of the Dakota County Recorder.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NSP hereby grants unto Grantee the perpetual right, privilege and easement to erect and maintain a gate and fence, together the “Facilities” over that portion of the Property described as the Easement Area.
2. Allowed Uses/Restrictions.

Use of Property:

- (a) Grantee shall use the Easement Area for the purpose of erecting and maintaining a fence and gate.
 - (b) Upon notice to Grantee, NSP shall have the right to move the Facilities at its sole discretion. NSP shall be guaranteed access into the gated area at all times. NSP shall have its own lock on the gate to permit access over the Easement Area. Grantee shall provide plans for the proposed fence for review and approval by NSP.
 - (c) Grantee shall ensure all of the Easement Area is kept free of rubbish, waste, and debris and the Easement Area is kept in a neat, safe and orderly condition.
 - (d) Any soil disturbance created by Grantee shall be graded, seeded and mulched to prevent soil erosion.
 - (e) The Easement Area shall not be used in any manner or form inconsistent with the allowed use of the Easement Area stated herein.
 - (f) Grantee shall ensure that there shall be no fires or open burning on the Easement Area, including but not limited to bonfires, campfires, fireworks, cooking fires, torch burning and open flames.
 - (g) Grantee shall ensure that there will not be any references that will defame or present NSP in a negative or harmful way.
 - (h) NSP shall have the right to pre-approve the exact location(s) of the Facilities, reserving the right to make modification to those location(s) at its sole discretion.
 - (i) Grantee shall ensure that there shall be no photographing or filming of any of NSP's facilities located on or near the Property.
3. Easement Granted "As Is". Grantee shall accept the Property in "as is". NSP makes no specific or implied disclosure or warranty as to the presence or location of hazardous materials on the Property.
 4. Access Parties' Responsibilities. From time to time, Grantee may allow third parties access to the Easement Area (the "Access Parties"). Access Parties shall obey all NSP written rules and regulations made known to them prior to their entry as well as reasonable oral instructions related to safety as such are made known to the Access Parties during their presence on the Property.
 5. Access Party's Sole Risk. All materials, equipment, work, and installations of any nature brought upon the Property by any Access Party shall be at the risk of that Access Party. Neither NSP nor any party acting on NSP's behalf shall be responsible for any damage or loss or destruction of such items brought to the Property and all Access Parties hereby release NSP from all claims arising out of loss, damage or destruction of such items.

6. Non-Interference. Grantee's use of the Property shall not interfere with NSP's utilization of the Property for NSP's business purposes in any way.
7. No Environmental Warranties. NSP makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Grantee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.
8. Safety. Grantee shall identify all hazardous and potentially hazardous areas on or about the Easement Area and shall inform its employees, independent contractors, subcontractors, suppliers, invitees and representatives and members of the public so as to safeguard against any and all hazards or other safety risks.
9. No Introduction of Hazardous Materials. Except with the express written permission of NSP, Grantee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals), which has the potential to spill or be released onto the Property or adjacent areas. In the event Grantee brings Hazardous Materials onto the Property (with or without permission of NSP), Grantee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Grantee shall remove such Hazardous Materials from the Property immediately upon request of NSP. Grantee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Grantee, its agents, sublessees, invitees, or employees.
10. Managing Hazardous Materials. Grantee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Grantee generates at the Property in connection with the Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Grantee on the Property.
11. Notification of Hazardous Materials. Grantee shall notify NSP of any Hazardous Materials that Grantee encounters on the Property immediately upon encountering the Hazardous Materials.

12. Grantee to Operate in Accordance with Environmental Laws. Grantee shall construct and operate the Facilities and conduct all activities in accordance with applicable Environmental Laws, including obtaining all required permits for its activities at the Property and signing all waste manifests. NSP shall not be listed as a generator for any wastes generated in connection with the Facility and/or Grantee's activities.
13. Grantee's Sole Risk and Expense. Grantee agrees that use of the Easement Area by Grantee hereunder, or its employees, grantees, agents, contractors, subcontractors, invitees, suppliers and other persons, shall be at the sole risk and expense of Grantee.
14. Grantee's Responsibilities. It is Grantee's responsibility to ensure that the use of the Easement Area will not be in violation of any lawful regulation, ordinance, statute, order, decree or permit of the County of Dakota, the State of Minnesota, or any other governmental entity that may have jurisdiction over these Easement Area. Grantee will not permit or undertake any activities on the Easement Area that will invalidate Grantee's insurance policy required under Section 5 hereof or that will unduly raise the rate of insurance on the Easement Area.
15. Costs. Grantee shall timely pay all fees, taxes, wages, salaries and other charges and expenses in any manner associated with this Agreement.
16. Security. Grantee shall provide all security necessary pursuant to this Agreement, including that necessary for its vehicles, improvements, machinery, equipment, facilities and supplies and NSP shall have no liability for loss or damage arising out of Grantee's failure to properly provide such security.
17. Release and Hold Harmless.

a. As used in this Easement Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against NSP by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5)

damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

b. As used in this Easement Agreement, the term “Injury” means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by NSP for which NSP would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

c. Grantee shall release, save and hold harmless NSP, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) this Easement Agreement; (2) any act or omission of Grantee, or any of Grantee’s employees or agents; or (3) the presence of the Grantee, or any of Grantee’s employees or agents, in, upon, at, or about the Property.

d. The Grantee’s duty to hold harmless and release hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

i. Claims asserted by employees or agents of the Grantee, and federal, state, or local government;

ii. Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials.

iii. Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below, regardless of origin, in, on, over, or around the Facility, or the off-site transportation and/or disposal of any Hazardous Materials. This release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property, by NSP, unless such pre-existing Hazardous Materials are disturbed or exacerbated by Grantee;

iv. Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Grantee, agents, or employees; and

v. Claims occasioned by or related to an actual or alleged Injury.

e. The term “Hazardous Materials” includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Laws,

or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; perfluoroalkyl and polyfluoroalkyl substances, medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.

f. The term “Environmental Law” includes any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, human health and safety, rules or regulations..

g. Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this release will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of NSP. Grantee’s obligations under this Section shall survive the expiration or termination of the Easement and Agreement until satisfied.

18. Disclaimer of Warranty. NSP makes no representation as to the suitability of the Easement Area for the Permitted Use and no such representation, or any other representations, are made by NSP or shall be implied by operation of law or otherwise. Additionally, NSP shall have no responsibility or liability, of any kind, type, nature or description on account of the failure, cessation or termination of electric service to the Easement Area; on account of inadequate or improper functioning of the equipment of Grantee; on account of any interference, regardless of source, with the exception of interference caused by any of NSP’s equipment that is not operating within its own specific Easement parameters, with signals transmitted from the equipment of Grantee, of any kind, type, nature or description, including by way of illustration but not limitation, loss or damage due to fire, water, windstorm, hail, lightning, earthquake, riot, vandalism, theft, acts of contractors, acts of agents or employees or others utilizing the Easement Property, or for any other cause whether originating from, within or without the communications system of Grantee. Further, NSP shall have no liability or responsibility of any kind, nature or description for maintenance, repair, restoration or renovation of the equipment of Grantee.

19. NSP's Reserved Rights. NSP reserves the right, at any time and from time to time, to make such use of the Easement Area as it may desire, at its sole discretion and for any purpose, including, but not limited to, the construction, operation or maintenance of its electric power generation, transmission or distribution and appurtenant facilities located or to be located on the Easement Area. In the exercise by NSP of the foregoing rights, NSP will use its best efforts not to unreasonably interfere with the Permitted Use. However, NSP shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to Grantee, or the Permitted Use, by reason of the exercise of the foregoing rights or any other rights of NSP to enter into or use the Easement Area, and the obligations of Grantee under this Agreement shall not be affected in any manner.
20. Distance and Height Requirements. Grantee shall construct and use the Property so as to maintain the maximum distance between the Permitted Use and NSP's electric, natural gas, , or other facilities located on the Property, allowable by the height, width and terrain of the Property. If the Permitted Use crosses over or under NSP's electrical and/or, natural gas, the crossing shall be as directed by NSP. Notwithstanding the foregoing, minimum vertical and horizontal separations, as directed by NSP, shall be maintained on all crossings and parallel encroachments. A working clearance of 15 feet between the electrical conductors and any equipment used under or near the transmission line, and a clearance of 10 feet to the physical proximity of workers must be maintained at all times. In addition, any construction near the transmission line shall comply with all OSHA Safety Clearances.
21. NSP's Electric Power Advisory. Grantee agrees and understands that NSP has constructed electric power generation, transmission, distribution, or related facilities on the Property; Grantee has been fully advised by NSP that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Grantee shall advise all of its employees, Grantees, agents, contractors, subcontractors, invitees, suppliers and other persons who enter upon the Property, pursuant to the provisions of this Grantee, of the existence and nature of such electric facilities and the potential danger and risk involved.
22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.
23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
24. Binding Effect. All the terms, conditions and covenants of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties hereto.
25. Notices. All notices to either party to this Agreement shall be effective upon personal delivery or by deposit of the same in the United States mail postage prepaid, certified or registered and addressed as follows:

NSP:

Northern States Power Company
Siting & Land Rights
414 Nicollet Mall
Minneapolis, MN 55401

Grantee:

County of Dakota
Physical Development Division
14955 Galaxie Ave
Apple Valley, MN 55124

Either party may change its address for notice by providing written notice to the other party.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of this ____ day of _____, 2026.

NSP:

NORTHERN STATES POWER COMPANY

By _____
Peter D. Gitzen, Manager
Siting and Land Rights,
Xcel Energy Services Inc.
as Authorized Agent for
Northern States Power Company

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Peter D. Gitzen, Manager Siting and Land Rights, Xcel Energy Services Inc. as Authorized Agent for Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, on behalf of the corporation.

NOTARY PUBLIC

Grantee:

COUNTY OF DAKOTA

By _____
Laurie Halvorsen
County Board Chair

ATTEST:

By _____
Jennifer Reynolds
Clerk to the Board

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Laurie Halvorsen and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

RECORDED FOR THE BENEFIT OF COUNTY OF DAKOTA AND EXEMPT FROM RECORDING FEES PER MINNESOTA STATUTE 386.77.

EXHIBIT A

“Property”

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

EXHIBIT B

“Easement Area”

A 10.00 foot wide strip of land over part of the following described subject property: That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

Said 10.00 foot wide strip of land lies contiguous and northerly of the following described line: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along said subject property a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along said subject property a distance of 290.13 feet to the point of beginning of the line to be described; thence South 89 degrees 34 minutes 31 seconds West a distance of 100.00 feet and said line there terminating.



Board of Commissioners

Request for Board Action

Item Number: DC-5590

Agenda #: 9.6

Meeting Date: 5/5/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Lakeville For North Creek Greenway: East Lake North Segment And Trailhead

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of Lakeville for the North Creek Greenway: East Lake North segment and trailhead.

SUMMARY

By Resolution No. 11-517 (October 18, 2011), the North Creek Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment from Lebanon Hills Regional Park to downtown Farmington. The proposed JPA will fund the reconstruction of approximately 3,000 feet of trail to regional greenway standards and construction of a trailhead/park building within East Lake Park (Attachment: Project Map). The City of Lakeville has facilitated the design, bidding, and construction management of the project with Dakota County staff providing design review. Total project construction is \$3,704,486, with the Dakota County portion estimated at \$942,000, which includes project delivery, trail construction, overlooks and contribution of \$400,000 towards park building that will serve as a major regional greenway trailhead. This greenway collaborative project is consistent with current cost-share practices for city-led projects (Attachment: Area Map).

RECOMMENDATION

Staff recommends Dakota County execute a JPA with the City of Lakeville for the North Creek Greenway: East Lake North segment and trailhead design and construction for the period of June 1, 2026, through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

Dakota County's total cost of the JPA is not to exceed \$1,040,000 including 10 percent contingency. Sufficient funding has been authorized in the Parks Capital Improvement Program in the Greenway Collaborative Set-aside.

| Funding Sources | Total Budget | Available Budget |
|---------------------------------|------------------|------------------|
| Sales & Use Tax | 225,000 | 100,000 |
| TAA Transportation Advance Acct | 1,125,000 | 400,000 |
| Totals | 1,350,000 | 500,000 |

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

RESOLUTION

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

WHEREAS, the City of Lakeville is leading the design, bidding, and project delivery; and

WHEREAS, the project will upgrade approximately 3,000 feet of trail to meet regional greenway standards and construct a new park and trailhead building; and

WHEREAS, Dakota County will reimburse the City of Lakeville based on the current cost-share practice of 85 percent for trail construction, 50 percent for trail amenities and overlooks, and a fixed \$400,000 towards the park and trailhead building; and

WHEREAS, the total estimated project cost to Dakota County is \$1,040,000, including 10 percent contingency; and

WHEREAS, sufficient revenues are available in the Parks Capital Improvement Program Greenway Collaborative Set-aside project; and

WHEREAS, the Supplemental Maintenance Agreement will be revised to include ongoing maintenance and operations for project extents upon project completion.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development, or their designee, to execute a joint powers agreement with the City of Lakeville to reimburse the City for costs associated with the North Creek Greenway: East Lake North segment and Trailhead for the period of June 1, 2026, through December 31, 2027, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Maps

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: John Mertens

North Creek Greenway: East Lake North Segment and Trailhead



North Creek Greenway: East Lake North Segment and Trailhead





Board of Commissioners

Request for Board Action

Item Number: DC-5613

Agenda #: 9.7

Meeting Date: 5/5/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Approval Of Amendment Of Resolution No. 25-182 To Revise Budget, Tasks, And End Date For Authorized Joint Powers Agreement With City of Eagan And City Of Inver Grove Heights For Design And Construction Of Lebanon Hills Greenway And Signal Work, County Projects 2000513 And 28-72

PURPOSE/ACTION REQUESTED

Approve amendments to resolution No. 25-182 authorizing a joint powers agreement (JPA) with the City of Eagan and City of Inver Grove Heights to:

- Remove requirement that JPA terminate by December 31, 2026
- Amend approved budget to account for the final engineering, construction and construction inspection and oversight cost shares between Eagan, Inver Grove Heights, Minnesota Department of Transportation (MnDOT) and Dakota County
- Adjust cost share for the new Greenway alignment to provide that the County will pay 100 percent of the Greenway construction costs and a proportionate share of the total engineering costs for this combined City-County project.
- Authorize transportation project CP 28-72 to be included in this JPA to account for Dakota County 25 percent cost share for signal system improvements at Minnesota Trunk Highway (TH) 13 and County State Aid Highway (CSAH) 28.

SUMMARY

By Resolution No. 25-182 (April 8, 2025), the Dakota County Board of Commissioners authorized the execution of a JPA with the cities of Eagan and Inver Grove Heights for design and construction of the Lebanon Hills Greenway (Attachment: Location Map). Delays in the engineering plans and agency coordination modified the construction year from 2025 to 2026, which requires a change in the now, therefore, be it resolved clause in the resolution that originally identified a term of April 8, 2025, through December 31, 2026. Staff recommends removing this term.

Since the original Resolution, County staff have also determined that it would be efficient to include County Transportation project CP 28-72 in this JPA. The Transportation project involves signal improvements at the TH 13 and CSAH 28 intersection that are being constructed as part of the same City-County joint project covered in this JPA. Dakota County Cost Share Policy F.4 requires a 25 percent Dakota County cost share for the signal improvements.

Final engineering cost estimating, railroad fees for crossing improvements, and construction admin and inspection fees were not fully estimated or known at the time Resolution No. 25-182 was

approved. These costs are now better defined. In addition, based on the additional work being performed by the City of Eagan in leading this project and based on the minimal length of Greenway being added in the City of Inver Grove Heights, staff is recommending that the prior Resolution requiring an 85 percent -15 percent cost share for Greenway improvements be amended to provide that the County will pay 100 percent of Greenway costs. Based on current costs projections for the total project, Dakota County’s proportionate share for engineering costs would be 18 percent. County staff recommends the adjusted cost shares and using the Greenway Collaborative set-aside for the County Greenway costs.

RECOMMENDATION

Staff recommends approval of an amendment to Resolution No. 25-182 to authorize the modified terms and budget for the JPA with the City of Eagan and City of Inver Grove Heights for CP 2000513 and CP 28-72.

EXPLANATION OF FISCAL/FTE IMPACTS

Dakota County’s total cost of the JPA is not to exceed \$330,000 including a 10 percent contingency. Sufficient funding has been authorized in the Parks Capital Improvement Program in the Greenway set-aside and the Transportation Capital Improvement Program in CSAH funding.

| Funding Sources | Total Budget | Available Budget |
|-----------------|------------------|------------------|
| Sales & Use Tax | \$320,000 | \$320,000 |
| CSAH Funding | \$102,000 | \$102,000 |
| Totals | \$422,000 | \$422,000 |

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

RESOLUTION

WHEREAS, by Resolution No. 25-182 (April 8, 2025), the Dakota County Board of Commissioners authorized the execution of a JPA with the city of Eagan and Inver Grove Heights for design and construction of improvements for the Lebanon Hills Greenway; and

WHEREAS, the original Resolution specified that the JPA would terminate by December 31, 2026; and

WHEREAS, additional time is needed to complete the combined City-County project; and

WHEREAS, the County is also participating in signal improvements at the TH 13 and CSAH 28 intersection, which are being constructed as part of this same City-County project; and

WHEREAS, the signal improvements require a 25 percent cost share by the County pursuant to the County’s Cost Share Policy; and

WHEREAS, for reasons of efficiency, the County’s participation in the signal improvements should be included in the same JPA; and

WHEREAS, based on the City of Eagan leading the construction project and the minimal Greenway

area added within the City of Inver Grove Heights as part of this project, staff recommends the County be responsible for 100 percent of the Greenway construction costs; and

WHEREAS, the total current estimated County project costs, including Greenway and signal improvement costs, is \$330,000, including 10 percent contingency; and

WHEREAS, County Project (CP) 2000513 funding is included in the 2026 Parks Capital Improvement Program in the Greenway Collaborative Set-Aside; and

WHEREAS, CP 28-072 funding is included in the 2026 Transportation Capital Improvement Program in the County State Aid Highway (CSAH) funding.

NOW, THEREFORE, BE IT RESOLVED, That Resolution 25-182 (April 8, 2025) is hereby amended to:

- (1) remove the requirement that the joint powers agreement authorized by that Resolution terminate by December 31, 2026;
- (2) provide that the County will pay for 100 percent of the Greenway construction costs and a proportionate share of the project engineering costs;
- (3) add County Project 28-72 to the joint powers agreement, authorizing reimbursement of costs associated with signal improvements for the TH 13 and CSAH 28 intersection according to the County's cost share policy; and
- (4) increase the budget for the estimated project costs to \$330,000.

BE IT FURTHER RESOLVED, that Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development Division, or designated Department Director, to execute a joint powers agreement with the City of Eagan and City of Inver Grove Heights to proceed with County Project 2000513 and County Project 28-072 for construction and reimbursement of the construction and engineering costs of the Lebanon Hills Greenway adjacent to Wescott Road and at the intersection of Argenta Trail and Trunk Highway 149, and signal modifications and intersection improvements at Trunk Highway 13 and CSAH 28, consistent with Resolution No. 25-182 (April 8, 2025), as amended by this Resolution, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

22-140; 3/22/22
24-482; 9/24/24
25-182; 4/08/25

ATTACHMENTS

Attachment: Project Location Map
Attachment: JPA Cost Splits
Attachment: Draft JPA

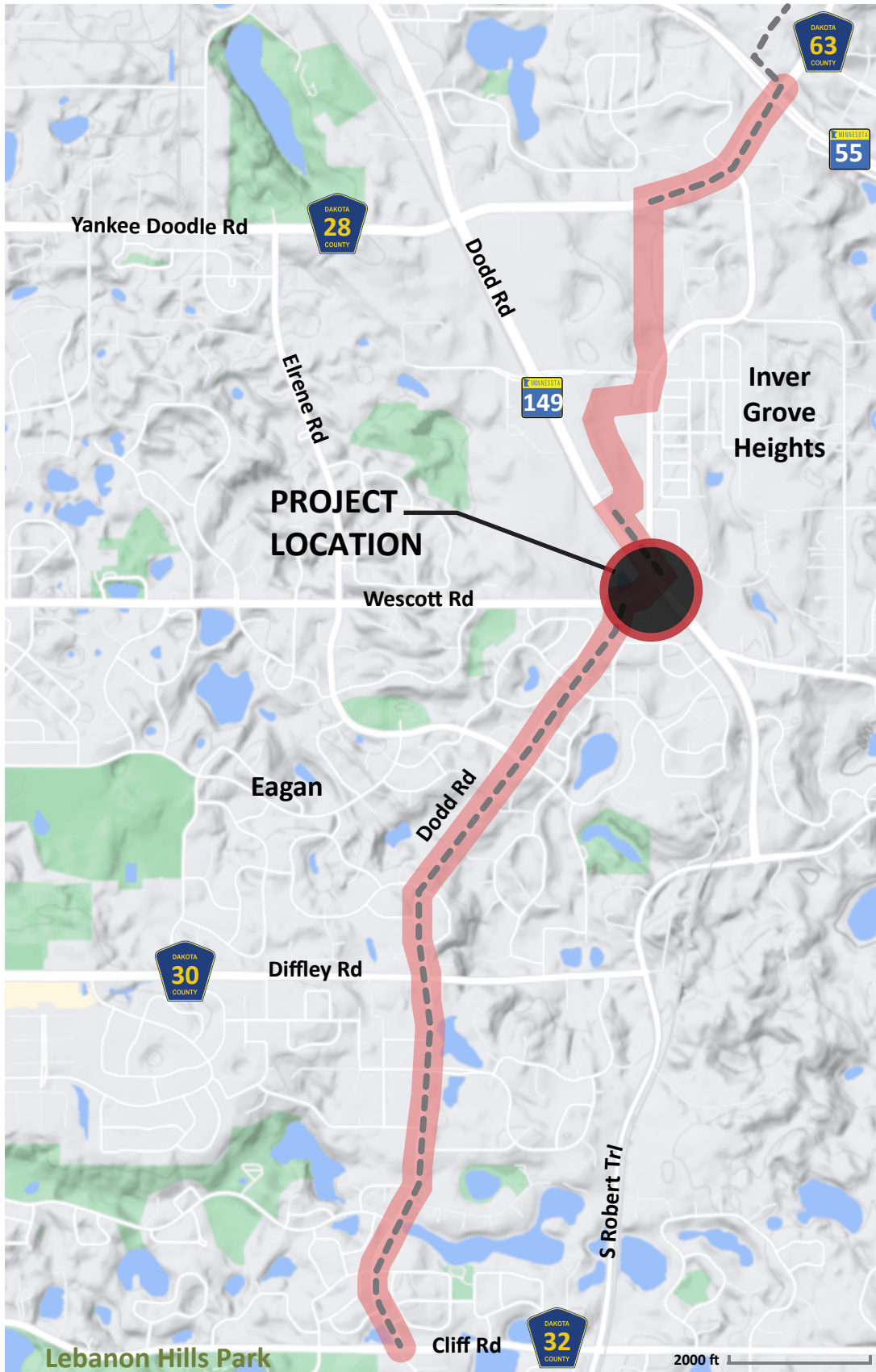
BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka



Lebanon Hills Greenway

Wescott Road & TH149 Intersection Improvements

575' of new trail along Wescott Road. New Railroad crossing and interection improvements at TH149 Gap Alignment Assessment from Yankee Doodle to TH149
Eagan Led Greenway Collaborative

| Section 3- Construction Costs | | | | | |
|---|-----------------------|---------------------|---------------------|---------------------|---------------------|
| | Amount | MnDOT | Dakota County | Inver Grove Heights | Eagan |
| Construction Contract | \$937,560.35 | \$419,595.51 | \$186,500.60 | \$31,517.70 | \$299,946.54 |
| State Furnished Materials | \$35,000.00 | \$17,500.00 | \$0.00 | \$0.00 | \$17,500.00 |
| RR Crossining Surface (Est.) | \$200,000.00 | \$0.00 | \$57,200.00 | \$0.00 | \$142,900.00 |
| Total Construction Costs | \$1,172,560.35 | \$437,095.51 | \$243,700.60 | \$31,517.70 | \$460,346.54 |
| | | | 21% | | |
| Section 4- Engineering Costs | | | | | |
| | Amount | MnDOT | Dakota County | Inver Grove Heights | Eagan |
| <i>Cost Split</i> | | 44% | 18% | 4% | 34% |
| Design Engineering (% split) | \$92,000.00 | \$40,480.00 | \$16,560.00 | \$3,680.00 | \$31,280.00 |
| Construction Engineering | | | | | |
| Signal (% split) | \$56,990.00 | \$25,075.60 | \$10,258.20 | \$2,279.60 | \$19,376.60 |
| Greenway (18% total) | \$12,510.00 | \$0.00 | \$12,510.00 | \$0.00 | \$0.00 |
| Subtotal Construction Engineering | \$69,500.00 | \$25,075.60 | \$22,768.20 | \$2,279.60 | \$19,376.60 |
| Materials Testing (% split) | \$15,000.00 | \$6,600.00 | \$2,700.00 | \$600.00 | \$5,100.00 |
| Total Engineering Costs | \$176,500.00 | \$72,155.60 | \$42,028.20 | \$6,559.60 | \$55,756.60 |
| Total Construction and Engineering Costs | \$1,349,060.35 | \$509,251.11 | \$285,728.80 | \$38,077.30 | \$516,103.14 |

Dakota County Contract No
DCA24006 Eagan
DCA24008 IGH

JOINT POWERS AGREEMENT FOR
ENGINEERING, BID AWARD, AND CONSTRUCTION FOR
LEBANON HILLS GREENWAY TRAIL CONSTRUCTION (DODD ROAD TO ARGENTA
TRAIL)

BETWEEN

THE COUNTY OF DAKOTA,

THE CITY OF EAGAN

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 2000513 & CP 28-072

CITY OF EAGAN PROJECT NO. 1562, CONTRACT NO. 24-10

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2024-14

SYNOPSIS: Dakota County and the Cities of Eagan and Inver Grove Heights agree to the final plans, specifications, bid award, and construction of intersection improvements and signal modifications to accommodate the Lebanon Hills Greenway alignment crossing at the intersection of Trunk Highway (TH) 149 at Argenta Trail and Wescott Road – as part of Eagan 2026 FYA. Signal work is also taking place at TH 13 and CSAH 28.

THIS AGREEMENT, is made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; the City of Eagan, referred to in this agreement as "Eagan", and the City of Inver Grove Heights, referred to in this Agreement as "Inver Grove Heights" (collectively the "Cities"), and all three entities together referred to herein as the "Parties"; and witnesses the following:

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 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, it is mutually desirable to complete construction of approximately 725 feet of new Lebanon Hills Greenway trail along Wescott Road and TH 149 (between Dodd Road and Argenta Trail), install a new railroad crossing, and implement signal upgrades and related intersection improvements at Trunk Highway 149 along the shared border of Eagan and Inver Grove Heights (all construction, construction administration, materials testing, and associated tasks for the above shall together be referred to in this Agreement as the "Project"); and

WHEREAS, the County and Cities have included this Project in their Capital Improvement Programs and will jointly participate in the costs of said construction; and

WHEREAS, the County and Cities have completed preliminary and final design layouts for the Project (Exhibit 1) (the "Layout") that will be the basis for the construction of the Project.

NOW, THEREFORE, it is agreed that the County and the Cities will share Project responsibilities and jointly participate in the Project costs associated with the final roadway design:

1. Purpose. The County and Cities enter into this Agreement for the purpose of completing the bid award, construction administration, and construction of the Project in the manner provided herein.
2. Administration. Eagan will enter into and administer the contract with a contractor (the "Contractor") to perform construction of the Project. Eagan will also enter into and administer a

contract with a consulting engineer firm (the “Consulting Engineer”) and will coordinate the construction administration work of the Consulting Engineer with Inver Grove Heights and Dakota County.

3. Construction Costs. The Parties’ out-of-pocket costs relating to the construction of the Project (excluding Engineering Costs as identified in Section 4 of this Agreement), shall be based on the County’s and Cities’ share of the awarded bid costs (attached as Exhibit 2), and any construction contract change order or amendments that are approved during the Project in accordance with Section 7 of this Agreement (the “Construction Costs”). The Parties’ share of the Construction Costs shall be subject to the following cost share formula:

- A. Lebanon Hills Greenway Improvements - These improvements include the installation of pedestrian curb ramps and new bituminous trail along the south side of Wescott Rd from Dodd Road to the intersection of Wescott Road/TH 149/Argenta Trail, as well as the reconstruction of the existing bituminous trail along TH 149 from Argenta Trail north approximately 260 feet.
- The County shall be responsible for 100% of these costs, which are detailed in Exhibit 2 under the “Dakota County 2000513 (CSAH 28/Trail)” columns of the cost estimate.
 - The County shall be responsible for any additional Construction Costs resulting from any County-approved change orders or amendments for work related to, and prorated for, the Lebanon Hills Greenway.
- B. Signal System C Improvements – These improvements include the installation of ADA signal and pedestrian curb ramp improvements, storm sewer improvements, flashing yellow arrow installation, and pavement markings associated with Signal System C, located at the intersection of TH 13 and CSAH 28 (Yankee Doodle Road).
- The City of Eagan shall be responsible for 25% of the costs for Signal System C. These costs are inclusive of other City of Eagan signal improvement costs as detailed in Exhibit 2 under the “SAP 195-030-004 (Eagan Roads)” column of the cost estimate.
 - Dakota County shall be responsible for roughly 25% of the costs for Signal System C, which are detailed in Exhibit 2 under the “DAKOTA COUNTY 2000513 (CSAH 28/Trails)” columns of the cost estimate, per Dakota County Cost Share policy F.4, and is estimated to be roughly \$9,300.
 - The remaining 50% of the Signal System C Improvements are to be paid for by the Minnesota Department of Transportation, as memorialized in separate Cooperative Agreement No. 1060110.

- C. Signal System D Improvements – These improvements include the installation of ADA signal and pedestrian curb ramp improvements, storm sewer improvements, flashing yellow arrow installation, and pavement markings associated with Signal System D, located at the intersection of Wescott Road/TH 149/Argenta Trail.
- The City of Eagan shall be responsible for 25% of the costs for Signal System D. These costs are inclusive of other City of Eagan signal improvement costs as detailed in Exhibit 2 under the “SAP 195-030-004 (Eagan Roads)” column of the cost estimate.
 - The City of Inver Grove Heights shall be responsible for 25% of the costs for Signal System D, which are detailed in Exhibit 2 under the “SAP 178-123-001 (Argenta Trail)” columns of the cost estimate.
 - The remaining 50% of the Signal System D Improvements are to be paid for by the Minnesota Department of Transportation, as memorialized in separate Cooperative Agreement No. 1060110.
- D. Railroad Crossing Surface Extension – These improvements include the installation of new concrete railroad crossing panels which will be completed by a Progressive Rail contractor and billed separately from this Project.
- City of Eagan will be entering into the construction agreement with Progressive Railroad for the work.
 - The City of Eagan and County will share in the responsibility of these costs based upon the linear feet of improvements required for Wescott Road replacements and the new extension for the Lebanon Hills Greenway with the City of Eagan responsible for 100% of the costs relating to Wescott Road improvements and Dakota County responsible for 100% of the Greenway costs.
4. Engineering Costs. The Parties’ out-of-pocket costs relating to administration of the Project, including design engineering, public involvement, agency involvement, contract administration, State Aid coordination, bidding assistance, material testing, survey, and project inspection (collectively, “Engineering Costs”), shall be shared based on the County’s and Cities’ share of the Construction Costs as identified in Section 3 of this Agreement. The Parties’ share of the Engineering Costs shall be prorated against the whole Project and include cost share from MnDOT based upon the construction bid items subject to the following cost share formula:
- MnDOT shall be responsible for 44% of the Engineering Costs
 - Eagan shall be responsible for 34% of the Engineering Costs

- Inver Grove Heights shall be responsible for 4% of the Engineering Costs.
- The County shall be responsible for 18% of the Engineering Costs.

An estimate of the Consulting Engineer costs for construction administration, Sixty-nine Thousand Five Hundred and no/100 Dollars (\$69,500.00) (Exhibit 3).

- Dakota County will be responsible for 100% of the construction oversight and inspection of the Lebanon Hills Greenway trail construction.
- The Parties will be responsible for the construction oversight and inspection costs relating to Signal System C Improvements and Signal System D Improvements according to the cost share formula for the respective Signal System Improvements as identified above.

5. Plans, Specifications, and Award of Contract. Eagan may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law, and upon receipt of written approval from Inver Grove Heights and the County. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. For reference, the Plans and Specifications are those dated January 9, 2026, and any addendums thereto, and are on file with the Eagan Engineering Division (referred to in this Agreement as the "Plans").
6. Payment. Eagan will administer the contract and act as the paying agent for all payments to the Contractor and the Consulting Engineer. Payments to the Contractor and Consulting Engineer will be made as the Project work progresses and when certified by the Eagan Authorized Representative. Eagan, in turn, will bill Inver Grove Heights and the County for their share of the Construction Costs and Engineering Costs. Upon presentation of an itemized invoice by Eagan, the receiving entity shall reimburse Eagan for its share of the costs incurred under this Agreement within 35 days from the presentation of the invoice. If any portion of an itemized invoice is questioned by the receiving entity, the remainder of the invoice shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

7. Change Order or Contract Amendments. Any change orders, supplemental agreements, or amendments to the contract with the Contractor or the Consulting Engineer that affect the Project cost participation must be approved by all Parties in writing prior to execution. All Parties shall endeavor to provide timely approval of change orders, supplemental agreements, or amendments so as to not delay construction operations.
8. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
9. Final Completion. Final completion and acceptance of the Project work must be approved by all Parties in writing.
10. Perpetual License for Lebanon Hills Greenway. The Cities shall each be responsible for designating appropriate locations for the installation of the Greenway within areas owned or controlled by the Cities. The Cities each grant a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway and on each respective City's property or within the City's right-of-way. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the Cities' right to require relocation of the Greenway pursuant to applicable law. The Cities' right to require relocation shall also survive expiration or termination of this Agreement.
11. Permanent Easements for Lebanon Hills Greenway. At the County's request, and limited to City-owned property, the Cities will replace the license provided for in this Agreement with permanent easements for the Lebanon Hills Greenway segments constructed and installed as part of this Agreement. The Cities shall execute the documents reasonably necessary to convey permanent easements for the Greenway segments. The County will provide all surveying and other documentation and information necessary for the Cities to grant the requested permanent easements.
12. Maintenance. Upon final completion of the Project, the maintenance responsibilities of the infrastructure installed shall be as follows:
 - a. Lebanon Hills Greenway: Unless otherwise agreed to by the County and Eagan, for a period of two (2) years after the Final Completion of the Project, Eagan shall be responsible for maintenance of the Lebanon Hills Greenway, including routine

snow removal, sweeping, and vegetation management. After said two-year period, or at an earlier time agreeable to all Parties in writing, the Cities and the County may enter into a separate maintenance agreement concerning ongoing maintenance and operational responsibilities between the Parties. In lieu of future written agreement, the County shall assume full maintenance and operational responsibilities after the two-year period following Final Completion of the Project.

- b. Signal System D: The Cities and Dakota County have entered into Cooperative Agreement No. 1060110 with MnDOT for the maintenance and operation of Signal System D.
 - c. Signal System C: The Cities and Dakota County have entered into Cooperative Agreement No. 1060110 with MnDOT for the maintenance and operation of Signal System C.
13. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2027.
14. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures unless amended by the contract specifications.
15. Indemnification. Each Party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by each party under this Agreement. All Parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps

from the individual Parties. All Parties shall be listed as additional insured in the contract documents.

16. Employees of Parties. Any and all persons engaged in the work to be performed by one of the Parties shall not be considered employees of the other Parties for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of a Party's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the other Parties.
17. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and each City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and each City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.
18. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Cities and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the improvements provided for in this Agreement.

19. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Dakota County

Niki Geisler, Dakota County Parks
Director (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7088
Niki.Geisler@co.dakota.mn.us

City of Eagan

Tim Plath, Deputy Public Works
Director
(or successor)
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
(651) 675-5000
Tim.Plath@eaganmn.gov

City of Inver Grove Heights

Brian Connolly, Public Works
Director (or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2500
BConnolly@ighmn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Any party may change its address by written notice to the other Parties. Mailed notice shall be deemed complete two business days after the date of mailing.

20. Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to complete the Project as a whole, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of the contract and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this agreement to be executed by their duly authorized officials.

CITY OF EAGAN

RECOMMENDED FOR APPROVAL:

Tim Plath
Its: Deputy Public Works Director

By _____
Mike Maguire
Its: Mayor

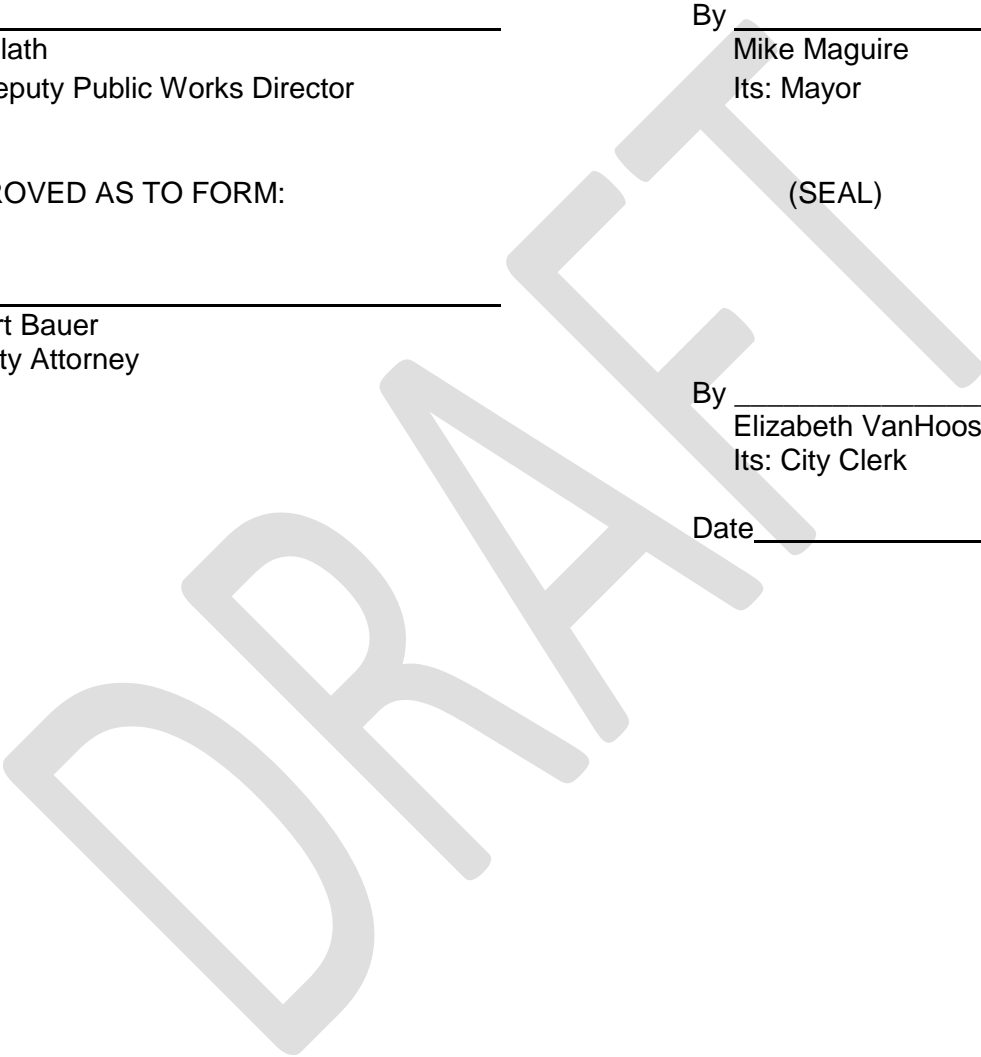
APPROVED AS TO FORM:

Robert Bauer
Its: City Attorney

(SEAL)

By _____
Elizabeth VanHoose
Its: City Clerk

Date _____



CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Brian Connolly
Its: Public Works Director

By _____
Brenda Dietrich
Its: Mayor

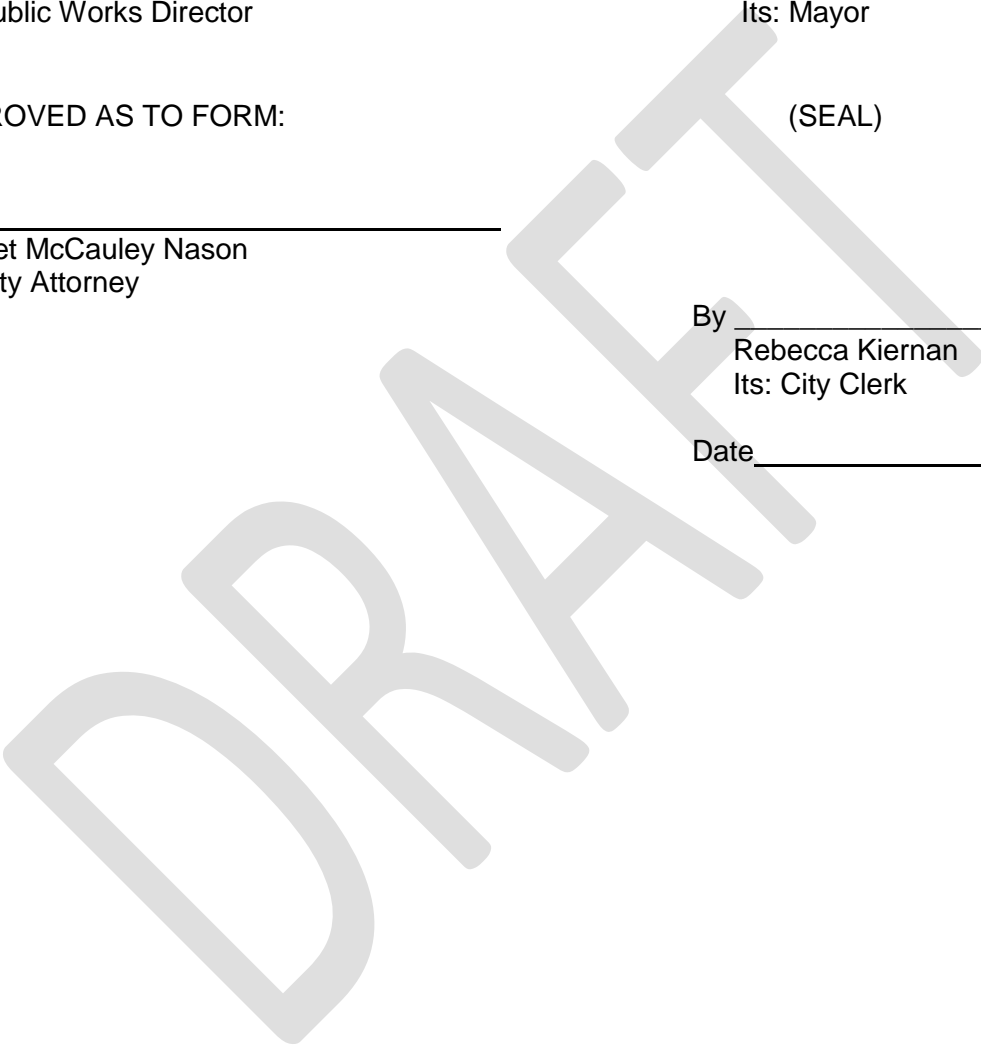
APPROVED AS TO FORM:

(SEAL)

Bridget McCauley Nason
Its: City Attorney

By _____
Rebecca Kiernan
Its: City Clerk

Date _____



DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Niki Geisler
Its: Parks Director

By _____
Georg Fischer
Its: Physical Development Director

Date _____

COUNTY BOARD RESOLUTION

DRAFT

EXHIBIT 1 Preliminary Engineering Design Layout

MINNESOTA DEPARTMENT OF TRANSPORTATION CITIES OF EAGAN AND INVER GROVE HEIGHTS (DAKOTA COUNTY) CONSTRUCTION PLAN FOR: FIVE (5) REVISE SIGNAL SYSTEMS, ADA IMPROVEMENTS, AND TRAIL CONSTRUCTION

- REVISE SIGNAL SYSTEM "A" - TRUNK HIGHWAY 3 AT RED PINE LANE
- REVISE SIGNAL SYSTEM "B" - TRUNK HIGHWAY 13 AT BLACKHAWK ROAD
- REVISE SIGNAL SYSTEM "C" - TRUNK HIGHWAY 13 AT CSAH 28 - YANKEE DOODLE ROAD
- REVISE SIGNAL SYSTEM "D" - TRUNK HIGHWAY 149 AT WESCOTT ROAD / ARGENTA TRAIL
- REVISE SIGNAL SYSTEM "E" - TRUNK HIGHWAY 149 AT OPPERMAN DRIVE

**STATE PROJECT NO. 1921-120
SAP 178-123-001, 195-030-004
EAGAN CP 1562, CONTRACT 24-10
INVER GROVE HEIGHTS CP 2024-14
DAKOTA COUNTY PROJECT NO. 2000513**

| DESIGN DESIGNATION | |
|---|-----------------------|
| WESCOTT ROAD/GREENWAY TRAIL | |
| STOPPING SIGHT DISTANCE BASED ON: 3.83' HEIGHT OF EYE 0' HEIGHT OF OBJECT 1.5 SECOND REACTION TIME | |
| GROSS LENGTH: | 587 FEET, 0.111 MILES |
| DESIGN SPEED: | 18 MPH |
| TRAIL DOES NOT MEET MINIMUM VERTICAL CURVE REQUIREMENTS DUE TO STOP CONDITIONS BETWEEN STA. 5+96 AND 6+26. | |

AGREEMENT NO. 1060110
CITY OF EAGAN
S.P. 1921-120 (TH 3-001, TH 13-117,
TH 149-001)
STATE FUNDS
METRO DISTRICT

REVISE SIGNAL SYSTEM "C"
TH 13 AT CSAH 28 - YANKEE DOODLE ROAD
IN EAGAN, MINNESOTA
REFERENCE POINT - 103+00.886
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10
COUNTY PROJECT NO. 2000513

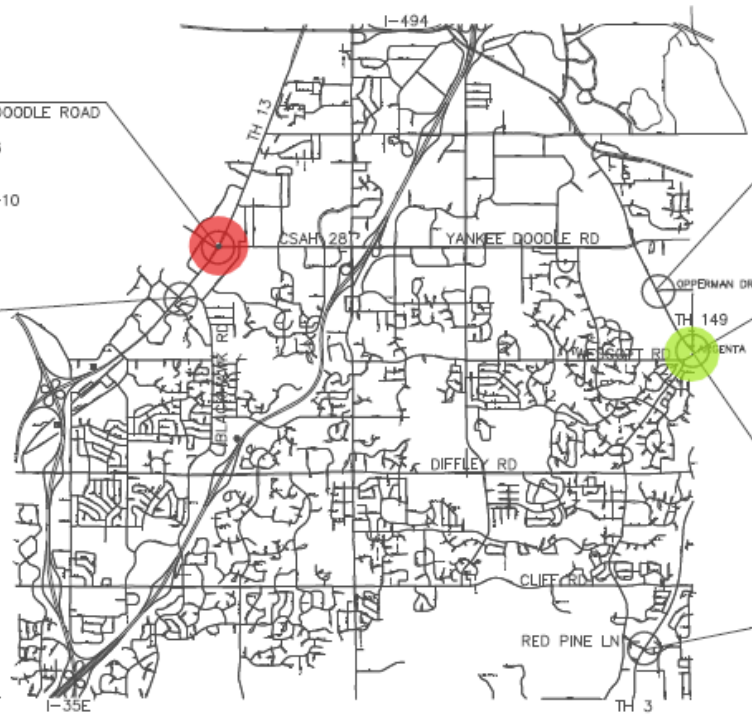
REVISE SIGNAL SYSTEM "B"
TH 13 AT BLACKHAWK ROAD
IN EAGAN, MINNESOTA
REFERENCE POINT - 103+00.315
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10

REVISE SIGNAL SYSTEM "E"
TH 149 AT OPPERMAN DRIVE
IN EAGAN, MINNESOTA
REFERENCE POINT - 001+00.468
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10

TRAIL CONSTRUCTION
WESCOTT ROAD (DODD BLVD TO TH 149)
AND TH 149 (ARGENTA TRAIL TO NORTH)
IN EAGAN AND INVER GROVE HEIGHTS, MINNESOTA
REFERENCE POINT - 000+00.836
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10
COUNTY PROJECT NO. 2000513

REVISE SIGNAL SYSTEM "D"
TH 149 AT WESCOTT ROAD / ARGENTA TRAIL
IN EAGAN AND INVER GROVE HEIGHTS, MINNESOTA
REFERENCE POINT - 000+00.836
SP 1921-120
SAP 178-123-001, 195-030-004
EAGAN CP 1562, CONTRACT 24-10
INVER GROVE HEIGHTS CP 2024-14

REVISE SIGNAL SYSTEM "A"
TH 3 AT RED PINE LANE
IN EAGAN, MINNESOTA
REFERENCE POINT - 036+00.081
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10



PROJECT LOCATION



**EXHIBIT 3
Construction Administration Consultant Cost Estimate**

| Section 3- Construction Costs | | | | | | |
|---|-----------------------|---------------------|----------------------|----------------------------|---------------------|--|
| | Amount | MnDOT | Dakota County | Inver Grove Heights | Eagan | |
| Construction Contract | \$937,560.35 | \$419,595.51 | \$186,500.60 | \$31,517.70 | \$299,946.54 | |
| State Furnished Materials | \$35,000.00 | \$17,500.00 | \$0.00 | \$0.00 | \$17,500.00 | |
| RR Crossining Surface (Est.) | \$200,000.00 | \$0.00 | \$57,200.00 | \$0.00 | \$142,900.00 | |
| Total Construction Costs | \$1,172,560.35 | \$437,095.51 | \$243,700.60 | \$31,517.70 | \$460,346.54 | |
| | | | 21% | | | |
| Section 4- Engineering Costs | | | | | | |
| | Amount | MnDOT | Dakota County | Inver Grove Heights | Eagan | |
| <i>Cost Split</i> | | 44% | 18% | 4% | 34% | |
| Design Engineering (% split) | \$92,000.00 | \$40,480.00 | \$16,560.00 | \$3,680.00 | \$31,280.00 | |
| <u>Construction Engineering</u> | | | | | | |
| Signal (% split) | \$56,990.00 | \$25,075.60 | \$10,258.20 | \$2,279.60 | \$19,376.60 | |
| Greenway (18% total) | \$12,510.00 | \$0.00 | \$12,510.00 | \$0.00 | \$0.00 | |
| Subtotal Construction Engineering | \$69,500.00 | \$25,075.60 | \$22,768.20 | \$2,279.60 | \$19,376.60 | |
| Materials Testing (% split) | \$15,000.00 | \$6,600.00 | \$2,700.00 | \$600.00 | \$5,100.00 | |
| Total Engineering Costs | \$176,500.00 | \$72,155.60 | \$42,028.20 | \$6,559.60 | \$55,756.60 | |
| Total Construction and Engineering Costs | \$1,349,060.35 | \$509,251.11 | \$285,728.80 | \$38,077.30 | \$516,103.14 | |

DRAFT



Board of Commissioners

Request for Board Action

Item Number: DC-5549

Agenda #: 9.8

Meeting Date: 5/5/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Final Plats Recommended By Plat Commission

PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

SUMMARY

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County’s access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review (Attachments: Meeting Notes and Location Maps).

RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

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

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

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

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

KWIK TRIP 1952
EB FIRST ADDITION
AUTHENIX LAKEVILLE SECOND ADDITION
GLOBUS BUSINESS PARK

Burnsville & Eagan
Lakeville
Lakeville
Lakeville

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Maps

BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

**DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY**

April 8, 2026

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

| | |
|---------------------------|---|
| Plat Name: | KWIK TRIP 1952 |
| FNA: | DIFFLEY 13 |
| PID: | 020251005010, 020251007010, 100300031011 |
| City: | Burnsville & Eagan |
| County Road: | CSAH 30 (Diffley Rd.) |
| Current ADT (2021): | 8,800 |
| Projected ADT (2040): | 9,200 |
| Current Type: | 4-lane, divided |
| Proposed Type: | 4-lane, divided |
| R/W Guideline: | 75ft ½ mi R/W |
| Spacing Guideline: | ¼ mi full; 1/8 mi restricted |
| Posted Speed Limit: | 35 mph |
| Proposed Use: | Commercial |
| Status: | Final |
| Location: | NE ¼, Sec. 26-27-24 |
| Attendance (04/26/23): | Deb Garross (city) |
| Attendance (03/11/26): | Steve Lowe (Kwik Trip); Logan Vlasaty (city); Conner Lakes (city) |
| In attendance (04/08/26): | Steve Lowe (Kwik Trip); Logan Vlasaty (city); Conner Lakes (city); Lisa Wadsen (Kwik Trip); Aaron Nelson (city); Steve Schultz (city) |

REVIEW 04/26/23 (Diffley 13):

The proposed site includes three commercial lots. Per the 2040 Transportation Plan, the County's Official Plat Needs Map identifies the right-of-way needs along CSAH 30 as 75 feet of half right of way to accommodate for a 4-lane divided roadway. The access spacing guidelines are ¼-mile full and 1/8-mile restricted access. The CSAH 30 access is located only about 250 feet from Highway 13, located to the east of this property. This access is currently operating as a full access and does not meet the access spacing guidelines for a full access (1320 feet) or a restricted access (660 feet). In the future, this access may be a restricted access.

As discussed, the eastern boundary of the site is along the Burnsville/Eagan border. The site currently has access to CSAH 30 (Diffley Rd.) via the north/south roadway, which is in the City of Eagan and is owned by the City of Eagan. As understood by the City of Eagan, they have no future plans on continuing this north/south roadway as a public roadway. A recent concept plan for the redevelopment of the Metcalf School site indicated that the City of Eagan plans to vacate the north/south roadway with a redevelopment. In addition, as discussed, the current access to CSAH 30 to this proposed site does not have proper access spacing from Highway 13 and may become restricted in the future. Therefore, it is recommended to work the adjoining property to the east for a future cross easement and along with access to a future full access location. The applicant should contact the City of Eagan and School District regarding a future cross access easement agreement.

RECOMMENDED 04/26/23 (Diffley 13):

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners.

REVIEW 03/11/26:

The redevelopment on this site includes a proposed Kwik Trip. Per the 2040 Transportation Plan, the County's Plat Needs Map identifies the right of way CSAH 30 as 75 feet of half right of way to accommodate for a future 4-lane divided roadway. The access spacing guidelines are ¼-mile full and 1/8-mile restricted access. The proposed/existing CSAH 30 access is only about 250 feet from Highway 13. There is also an existing access that is only 170 feet from Highway 13, which is planned for closure. The proposed access is currently operating as a full access and does not meet the access spacing guidelines for a full access (1320 feet) or a restricted access (660 feet). In the future, this access is planned to be restricted; however, there are no current plans to reconstruct CSAH 30 in the next 5-year CIP. The access would be evaluated if safety concerns arise in the future. There is a right turn only access along Highway 13 via access easement, which will require a turn lane per MnDOT.

As discussed, the eastern boundary of the site is along the Burnsville/Eagan border. The proposed/existing access along CSAH 30 (Diffley Rd.) is in the City of Eagan and owned by the City of Eagan. The developer plans to work with the city on a title transfer on the existing city parcel to Kwik Trip. As noted, Kwik Trip has communicated with adjoining property (Metcalf site) to discuss the potential for a cross easement to access the future full access location at Old Sibley Highway.

RECOMMENDATION 03/11/26:

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

REVIEW 04/08/26:

The revised plat located in Burnsville now includes the Eagan parcel to the east for the proposed Kwik Trip site. Per the 2040 Transportation Plan, the County's Plat Needs Map identifies the right of way for CSAH 30 as 75 feet of half right of way to accommodate for a future 4-lane divided roadway. The access spacing guidelines are ¼-mile full and 1/8-mile restricted access. The proposed/existing CSAH 30 access is only about 250 feet from Highway 13. There is also an existing access that is only 170 feet from Highway 13, which is planned for closure. The proposed access is currently operating as a full access and does not meet the access spacing guidelines for a full access (1320 feet) or restricted access (660 feet). In the future, this access is planned to be restricted; however, there are no current plans to reconstruct CSAH 30 in the next 5-year CIP. The access would be evaluated if safety concerns arise in the future. There is also a right turn only access along Highway 13 via access easement, which will require a turn lane per MnDOT. Restricted access should be shown along all of CSAH 31 except for the one existing opening along Outlot A. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The proposed/existing access along CSAH 30 (Diffley Rd.) is in the City of Eagan. As noted, Kwik Trip has had prior communications with the adjoining property (Metcalf site) to discuss the potential for a cross easement to access with the future redevelopment to the future full access location at Old Sibley Highway, which there did not seem to be any interest at this time.

RECOMMENDED 04/08/26:

The Plat Commission has approved the final plat provided that the described conditions are met and will recommend approval to the County Board of Commissioners.

| | |
|---------------------------|---|
| Plat Name: | EB FIRST ADDITION |
| FNA: | LAKEVILLE CROWN APARTMENTS |
| PID: | 220260081010 |
| City: | Lakeville |
| County Road: | CSAH 70 (210 th St. W.) |
| Current ADT (2021): | 8,000 |
| Projected ADT (2040): | 8,200 |
| Current Type: | 4-lane, divided |
| Proposed Type: | 4-lane, divided |
| R/W Guideline: | 75 ft ½ R/W |
| Spacing Guideline: | ½ mile full (future principal) |
| Posted Speed Limit: | 55 mph |
| Proposed Use: | Commercial |
| Status: | Final |
| Location: | NE ¼; Sec 35-114-21 |
| In attendance (06/21/23): | Kris Jensen (city); Zach Johnson (city); Steve Troskey (Sambatek) |
| In attendance (04/08/26): | Kris Jensen (city); Zach Johnson (city); Heather Botten (city); Mark Anderson (developer) |

REVIEW 06/21/23:

The proposed site includes two apartment buildings with access at CSAH 70/Keswick Loop. The plat meets the future right-of-way needs along CSAH 70. As discussed, the County will look into the possibility of releasing the existing highway easement for 207th Street as the future connection is no longer needed.

Restricted access should be shown along all of CSAH 70 except for one access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

RECOMMENDED 06/21/23:

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

REVIEW 04/08/26:

The proposed site includes a four-story apartment building and 24 townhomes with access at CSAH 70/Keswick Loop. The plat meets the future right-of-way needs along CSAH 70. As discussed, the county will soon be releasing part of Parcel

40 (207th Street) to the city as this future city connection will no longer be needed. The city will vacate that portion of 207th Street with the recording of the proposed plat. Restricted access should be shown along all of CSAH 70 except for one access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

As noted, there is an existing cross access agreement for the frontage road along CSAH 70 to Keokuk Avenue, which will be needed for this proposed site when the Keswick Loop access is restricted in the future.

RECOMMENDED 04/08/26:

The Plat Commission has approved the final plat provided that the described conditions are met and will recommend approval to the County Board of Commissioners.

| | |
|---------------------------|---|
| Plat Name: | AUTHENTIX LAKEVILLE SECOND ADDITION |
| PID: | 221197000010 |
| City: | Lakeville |
| County Road: | CSAH 70 (210th St. W.) |
| Current ADT (2021): | 8,000 |
| Projected ADT (2040): | 8,200 |
| Current Type: | 4-lane divided |
| Proposed Type: | 4-lane divided |
| R/W Guideline: | 75ft ½ R/W |
| Spacing Guideline: | ¼ mile full access |
| Posted Speed Limit: | 55 mph |
| Proposed Use: | Mixed Use/Residential |
| Status: | Preliminary |
| Location: | SE ¼, Sec 26-114-21 |
| In attendance (04/10/24): | Frank Dempsey (city); Zach Johnson (city) |
| In attendance (04/08/26): | Kris Jensen (city); Zach Johnson (city); Heather Botten (city); Mark Anderson (developer) |

REVIEW 04/10/24:

This is a replat of Outlot A, AUTHENTIX LAKEVILLE, splitting into two outlots. Restricted access is shown along CSAH 70 per document no. 3565867 and the right-of-way requirements have been met. As noted, the 207th Street/CSAH 70 intersection is planned to be restricted in the future.

RECOMMENDATION 04/10/24:

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

REVIEW 04/08/26:

This is a replat of Outlot A, AUTHENTIX LAKEVILLE, splitting into three outlots. Restricted access is shown along CSAH 70 per document no. 3565867 and the right-of-way requirements have been met. As noted, the 207th Street/CSAH 70 intersection is planned to be restricted in the future.

RECOMMENDED 04/08/26:

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

| | |
|---------------------------|---|
| Plat Name: | GLOBUS TRANSPORT |
| PID: | 220360004010, 220360003012 |
| City: | Lakeville |
| County Road: | CSAH 70 (Juniper Way) |
| Current ADT (2021): | 13,300 |
| Projected ADT (2040): | 16,800 |
| Current Type: | 4-lane, divided |
| Proposed Type: | 4-lane, divided |
| R/W Guideline: | 75 ft ½ ROW |
| Spacing Guideline: | ½ mi full access |
| Posted Speed Limit: | 55 mph |
| Proposed Use: | Commercial |
| Status: | Preliminary |
| Location: | NE ¼, Sec. 31-114-20 |
| In attendance (01/28/26): | Johnathan Nelson (city); Tina Goodread (city); Kris Jensen (city); Heather Botten (city); Brad Busselman (engineer) |
| In attendance (04/08/26): | Kris Jensen (city); Zach Johnson (city); Heather Botten (city) |

REVIEW 01/28/26:

The plans include one lot for a commercial building site. The right-of-way guidelines along CSAH 70 as a 4-lane divided roadway are 75 feet of half right of way. The right-of-way needs have been met. There is one access (right turns only) along CSAH 70, which would be allowed by the Plat Commission as shown on the site plan. Restricted access should be shown along all of CSAH 70 except for one access opening per the concept plan. As noted, the right turn lane for CSAH 70 will need to be reviewed during the permitting process after approval of the final plat and offsets for sightlines may be required during the evaluation process.

The Ordinance requires submittal of preliminary and final plats for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

REVIEW 04/08/26:

The plat includes one lot for a commercial building site. The right-of-way guidelines along CSAH 70 as a 4-lane divided roadway are 75 feet of half right of way, which have been met. There is one access (right turns only) along CSAH 70, which would be allowed by the Plat Commission as shown on the site plan. Restricted access should be shown along all of CSAH 70 except for one access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

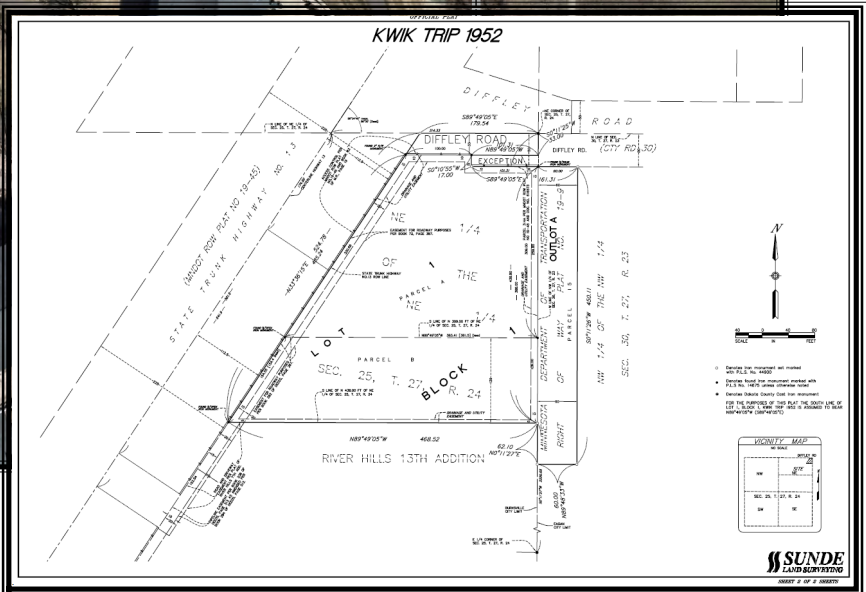
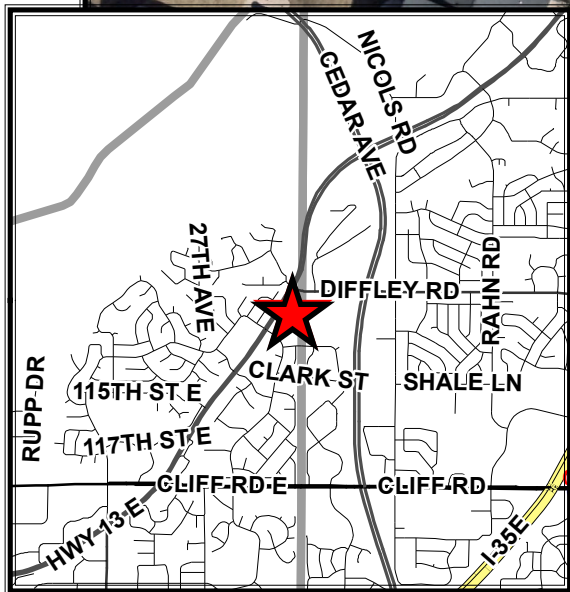
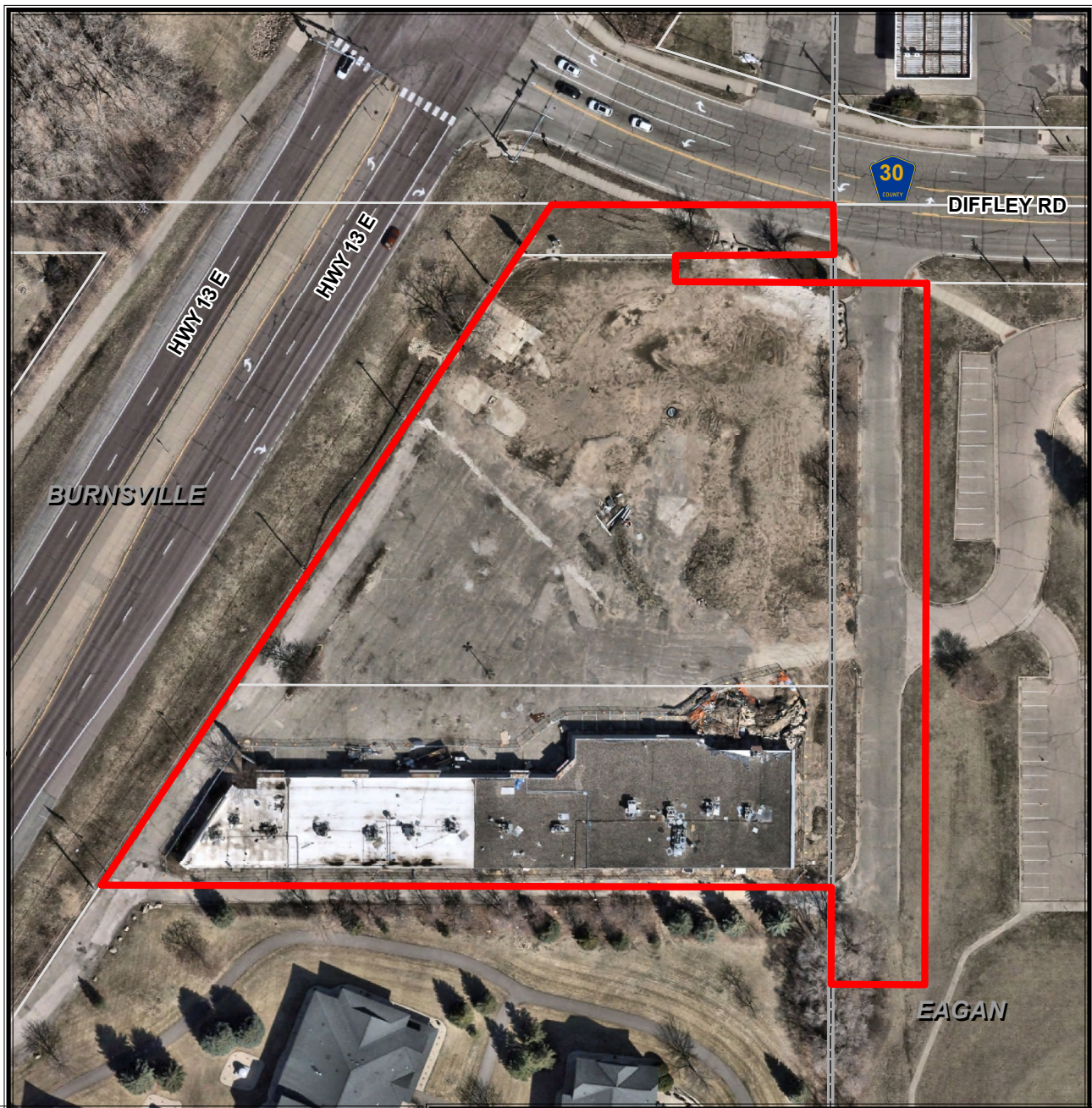
The right turn lane required for the CSAH 70 access will be reviewed during the permitting process after approval of the final plat, offsets for sightlines may be required during the review process.

RECOMMENDED 04/08/26:

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners.

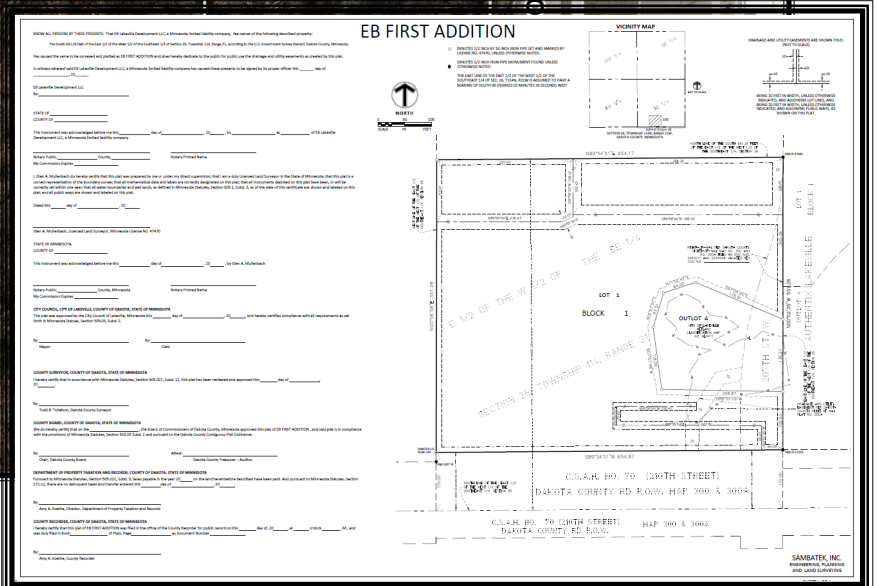
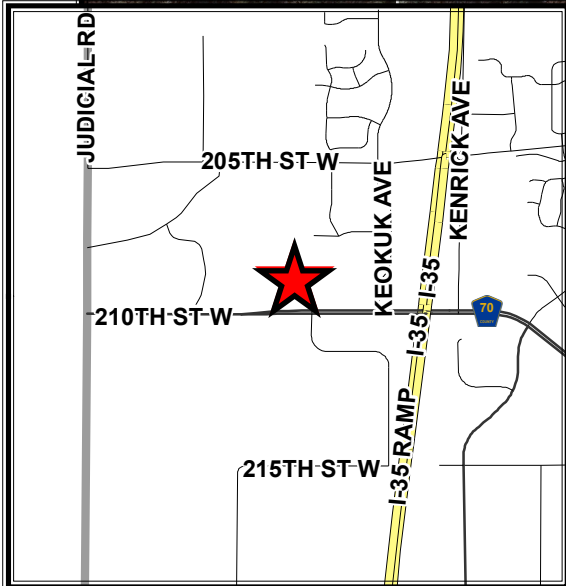
KWIK TRIP 1952

Prepared by Dakota County Physical Development Division



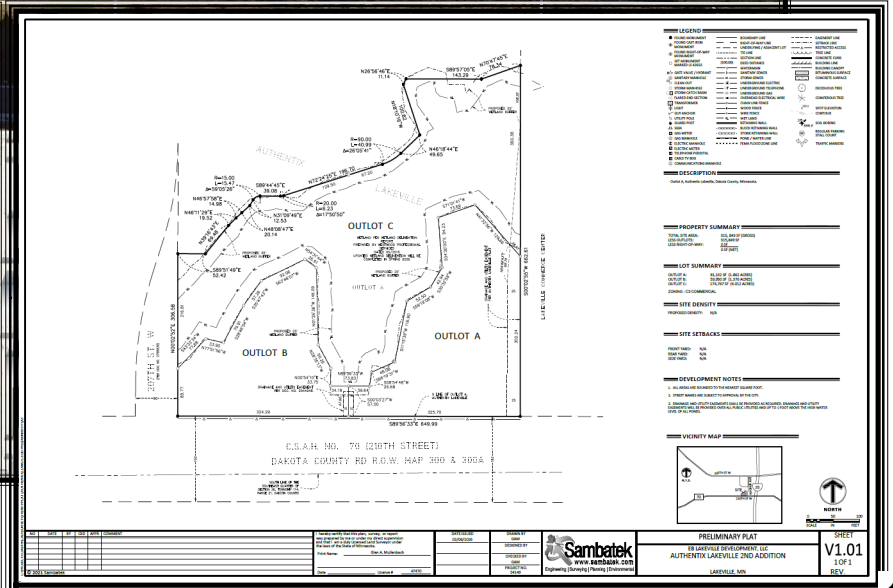
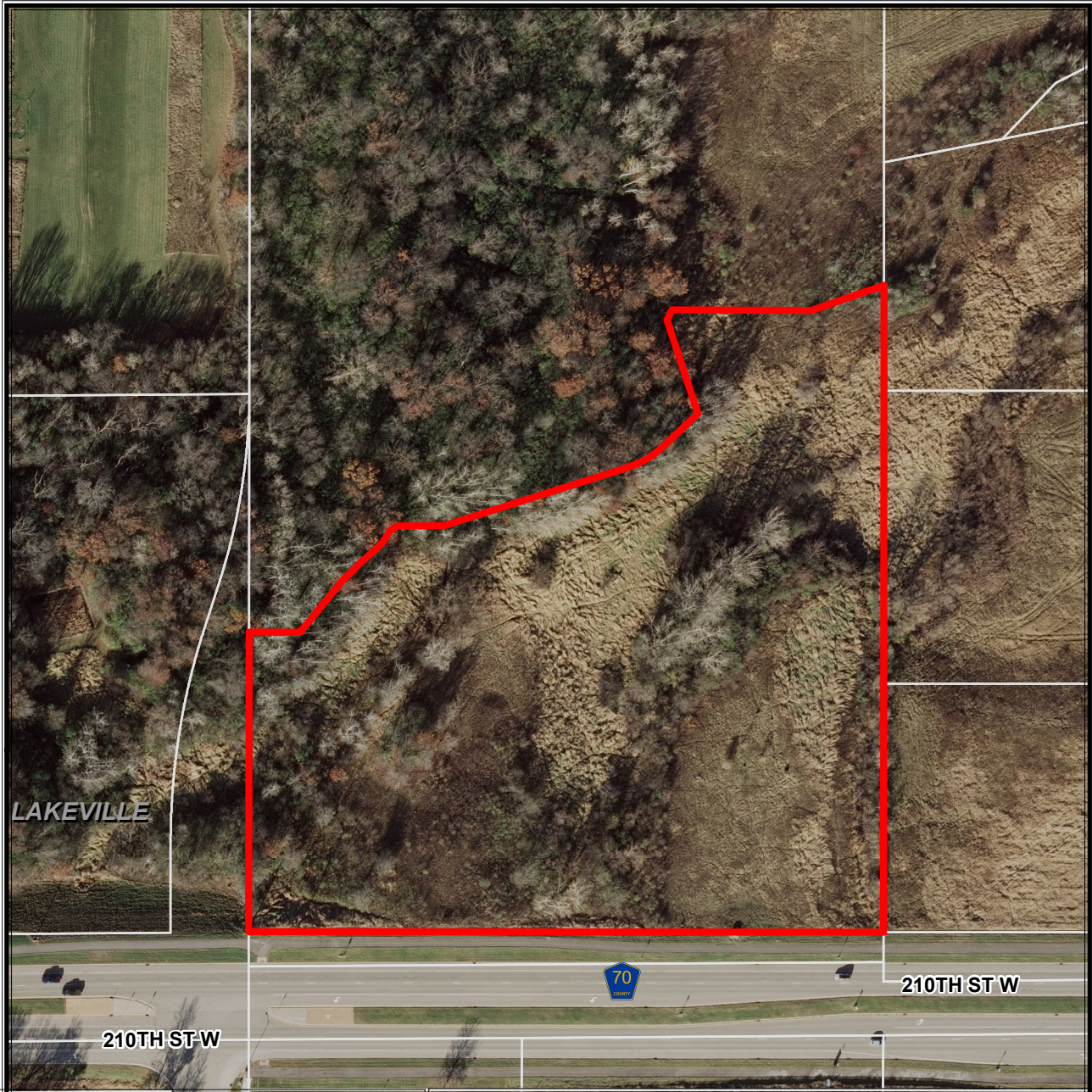
EB FIRST ADDITION

Prepared by Dakota County Physical Development Division



AUTHENTIX LAKEVILLE SECOND ADDITION

Prepared by Dakota County Physical Development Division





Board of Commissioners

Request for Board Action

Item Number: DC-5600

Agenda #: 9.9

Meeting Date: 5/5/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Agreement No. 1062534 With Minnesota Department Of Transportation For Signal Replacement And Intersection Improvements At County State Aid Highway 14 And Trunk Highway 62 In Inver Grove Heights, County Project 14-034

PURPOSE/ACTION REQUESTED

Authorize execution of Agreement No. 1062534 with the Minnesota Department of Transportation (MnDOT) for County Project (CP) 14-034 for replacement of an existing traffic signal and intersection improvements at Trunk Highway (TH) 62 and County State Aid Highway (CSAH) 14 in Inver Grove Heights.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is partnering with MnDOT to replace the traffic signal and make Americans with Disabilities Act (ADA) improvements at the intersection of TH 62 and CSAH 14. The existing traffic signal has reached the end of its service life and requires replacement to ensure safe and efficient traffic movement within the County. MnDOT is leading the project which will be constructed in 2027 (Attachment: Location Map).

The project costs are shared based on MnDOT's cost share policy for public projects and are primarily based on the jurisdiction of intersection legs. The intersection of CSAH 14 and TH 62 is a three-legged intersection in which MnDOT owns two legs and the County has jurisdiction over one leg. The project includes approximately 200 feet of trail along CSAH 14 between TH 62 and Mendota Road W/50th St E. The trail construction is covered by the State's share as it falls within their right of way, thus no City cost participation for trail along a County road is required.

The 2026 Transportation Capital Improvement Program (CIP) Adopted Budget does not include dollars for CP 14-034, as they were planned for 2027 in the amount of \$330,000. MnDOT intends to bid the project in fall 2026 and Agreement No. 1062534 includes an agreement from MnDOT to not bill the County for the share of the project costs until January 2, 2027. This will allow adoption and budget establishment through the 2027-2031 CIP process, and staff have included CP 14-034 in the draft for the 2027 budget year.

An agreement is needed with MnDOT to outline costs, define maintenance for the traffic signal, trail, and pavement markings, and outline operation responsibilities.

RECOMMENDATION

Staff recommends authorizing Agreement No. 1062534 with MnDOT for the traffic signal replacement

and ADA improvements at the intersection of CSAH 14 and TH 62 in Inver Grove Heights

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 Transportation CIP Adopted Budget does not include dollars for CP 14-034. Agreement No. 1062534 includes an agreement from MnDOT to not bill the County for the share in the project costs until January 2, 2027. Budget will be requested in the County Manager’s 2027 Recommended Budget as part of the 2027-2031 Capital Improvement Program (CIP).

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County (County) is partnering with the Minnesota Department of Transportation (MnDOT) on County Project (CP) 14-034; and

WHEREAS, CP 14-034 includes the replacement of a MnDOT traffic signal systems at Trunk Highway (TH) 62 and County State Aid Highway (CSAH) 14, including minor geometric and trail updates to incorporate the new signal system, including meeting Americans with Disabilities Act standards for the signal and ramps; and

WHEREAS, MnDOT will lead the design and construction of the project from spring to summer of 2027; and

WHEREAS, County Transportation will cost participate per MnDOT cost participation policy that primarily follows the jurisdiction ownership of intersection legs; and

WHEREAS, Agreement No. 1062534 includes a County cost share estimate of \$190,987 for the associated work; however, final shares will be based on actual costs realized during construction; and

WHEREAS, the 2026 Transportation Capital Improvement Program (CIP) Adopted Budget does not include dollars for CP 14-034, as they were planned for 2027 in the amount of \$330,000; and

WHEREAS, Agreement No. 1062534 includes language from MnDOT to not bill the County for the share in the project costs until January 2, 2027; and

WHEREAS, CP 14-034 is included in the staff working draft 2027-2031 Transportation CIP for budget in 2027 to be adopted with the budget process; and

WHEREAS, MnDOT and the County mutually desire to enter into Agreement No. 1062534 as needed to define the costs and responsibilities associated with the construction, operations, maintenance, and power of the traffic signal at CSAH 14 and TH 62 being replaced as part of MnDOT’s State Project No. 1918-122; and

WHEREAS, staff recommends authorizing staff to enter into Agreement No. 1062534 with MnDOT for CP 14-034.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development Division to execute Agreement No. 1062534 with the State of Minnesota, Department of Transportation for County Project 14-034, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: MnDOT Agreement No. 1062534

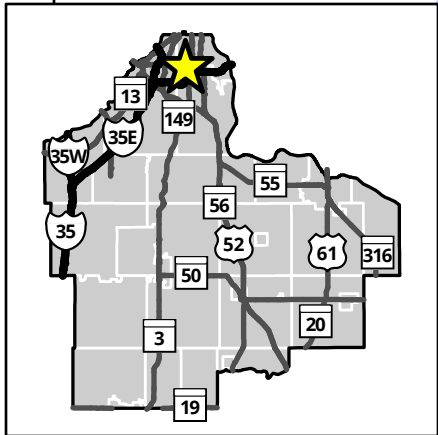
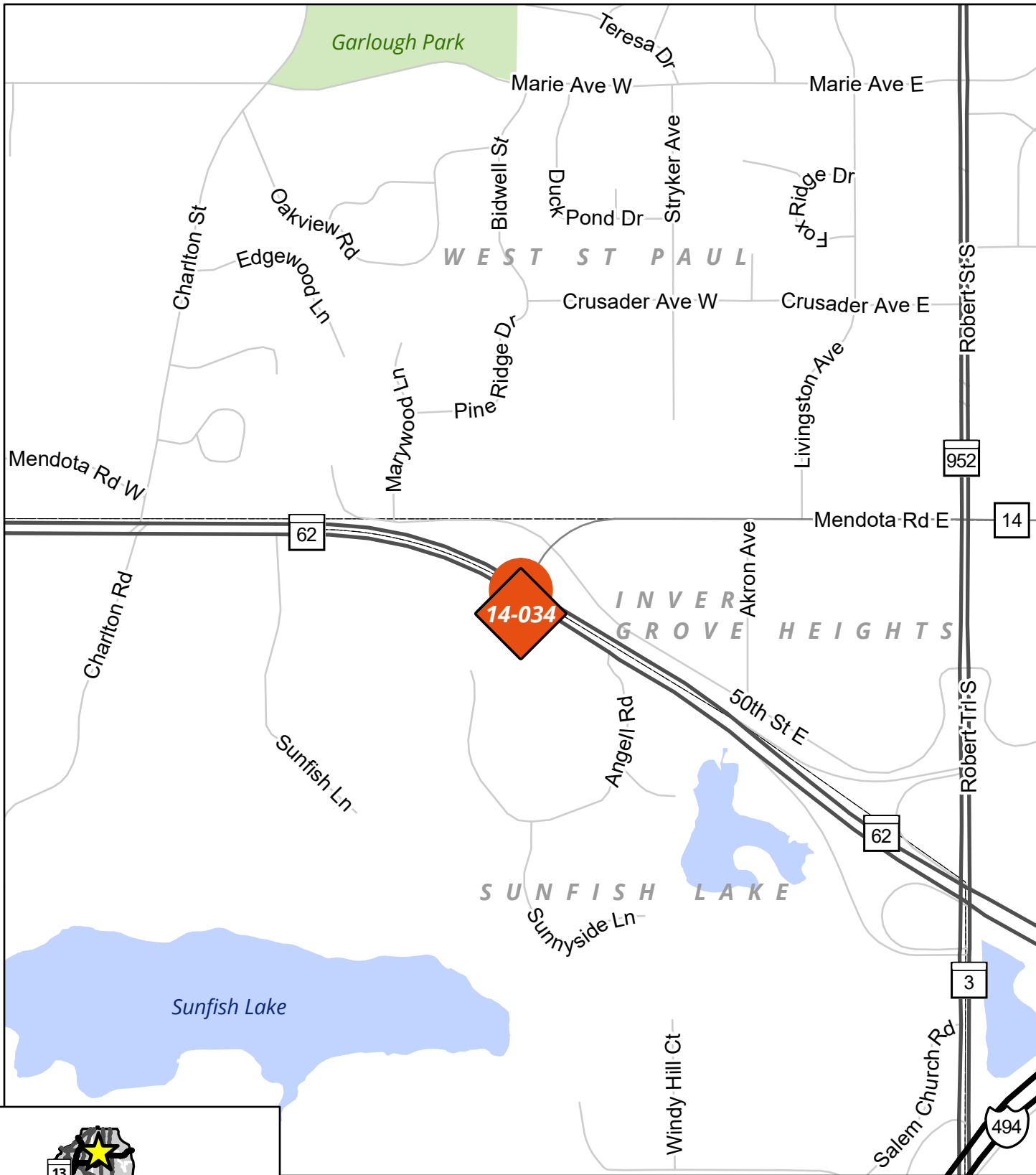
BOARD GOALS

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

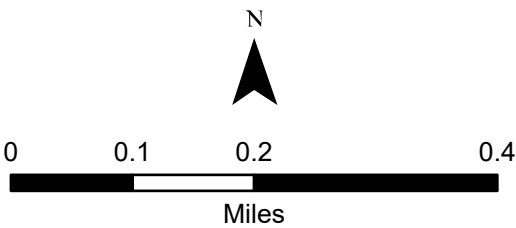
CONTACT

Department Head: Erin Laberee

Author: Jake Chapek



 County Project 14-034



Copyright 2026, Dakota County
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
DAKOTA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

| | | |
|---------------------------------|-----------------------|-----------------------------|
| State Project Number (SP): | <u>1918-122</u> | Estimated Amount Receivable |
| Trunk Highway Number (TH): | <u>62=117</u> | <u>\$191,386.36</u> |
| State Aid Project Number (SAP): | <u>019-614-017</u> | |
| Federal Project Number: | <u>STBG 1927(022)</u> | |
| Signal System ID: | <u>23336738</u> | |

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Dakota County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvements, signals, and TMS construction and other associated construction upon, along, and adjacent to Trunk Highway No. 62 at Mendota Road/County State Aid Highway (CSAH) No. 14 according to State-prepared plans, specifications, and special provisions designated by the County as State Aid Project No. 019-614-017 and by the State as State Project No. 1918-122 (TH 62=117) ("Project"); and
2. The County agrees to participate in the costs of the signal system and sign construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System and Emergency Vehicle Preemption System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the County as State Aid Project No. 019-614-017 and by the State as State Project No. 1918-122

(TH 62=117) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the Transportation Department Director and attached and incorporated into this Agreement. Exhibit A – Maintenance Responsibilities is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision, and Inspection of Construction.*

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County official of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement.
- B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. *Permits.*

- A. The County will submit to the State's Utility Engineer an original permit application for all utilities owned by the County to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- 2.6. **Utility Adjustments.** Adjustments to certain County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction

contract. The County will furnish the contractor with new units and/or parts for those in place County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

3.1. Shared Use Path. The County will provide routine and minor maintenance of the shared use path (SUP) on TH 62 Right-of-Way, as shown in Exhibit A. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUP in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the County fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the County with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the County Engineer will meet to discuss the County performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the County will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the County agree that full pavement replacement is outside of routine and minor maintenance, and the State and the County will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.

- A. State Right-of-Way Access.** The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The County must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the County is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- B. Environmental.** The County will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the County will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the County.

3.2. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Signal System and Emergency Vehicle Preemption System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on TH 62 at Mendota Road/CSAH 14 and for the connection to the State fiber optic network.

4.1. County Responsibilities.

- A. Power.** The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and connection to the State fiber optic network.
- B. Minor Signal System Maintenance.** The County will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.

4.2. State Responsibilities.

- A. Fiber Optic Connection; Timing; Other Maintenance.** The State will maintain the signing and the connection to the State fiber optic network, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the State.

4.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 66228, dated September 27, 1989, between the State and the County, for the intersection of TH 62 at Mendota Road (CSAH 14).

5. Basis of County Cost

- 5.1. *Schedule "I"*.** The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. *County Participation Construction*.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for mobilization and traffic control.
- A.** 100 Percent will be the County's rate of cost participation in all of the signal related construction as shown on Sheet No. 2 of the Preliminary Schedule "I".
- 5.3. *State Furnished Materials*.** The State will furnish a cabinet, video detection system with 3 cameras, PTZ camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$31,145.60**. The County's cost share for State Furnished Materials will be added to the County's total construction cost share as shown in the Schedule "I".
- 5.4. *Construction Engineering Costs*.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- 5.5. *Plan Changes, Additional Construction, Etc.*** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 5.6. *Liquidated Damages*.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. County Cost and Payment by the County

- 6.1. *County Cost*.** **\$191,386.36** is the County's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 6.2. *Conditions of Payment*.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
- B.** The County's receipt of a written request from the State for the advancement of funds. Said request will be sent to the County on January 2, 2027 with payment due from the County within 30 days of the County's receipt of the request for advancement of funds. The State reserves the right to send the

written request for advancement of funds to the County prior to January 2, 2027 if it is anticipated that Project construction will begin sooner than originally anticipated.

- 6.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 6.4. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

7.2. The County's Authorized Representative will be:

Name, Title: Erin Laberee, Transportation Department Director (or successor)
 Address: 14955 Galaxie Avenue, Apple Valley, MN 55124
 Telephone: (952) 891-7122
 E-Mail: erin.laberee@co.dakota.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third-party to perform County maintenance responsibilities covered under this Agreement.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

9. Liability; Worker Compensation Claims

9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.

9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

14.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County.

14.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

DAKOTA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1062534

County of Dakota

SP 1918-122 (TH 62=117)

Preliminary: April 15, 2026

SAP 019-614-017

Fed. Proj. STBG 1927(022)

Grading, bituminous surfacing, ADA improvements, signals, and TMS construction to start approximately April 19, 2027 under

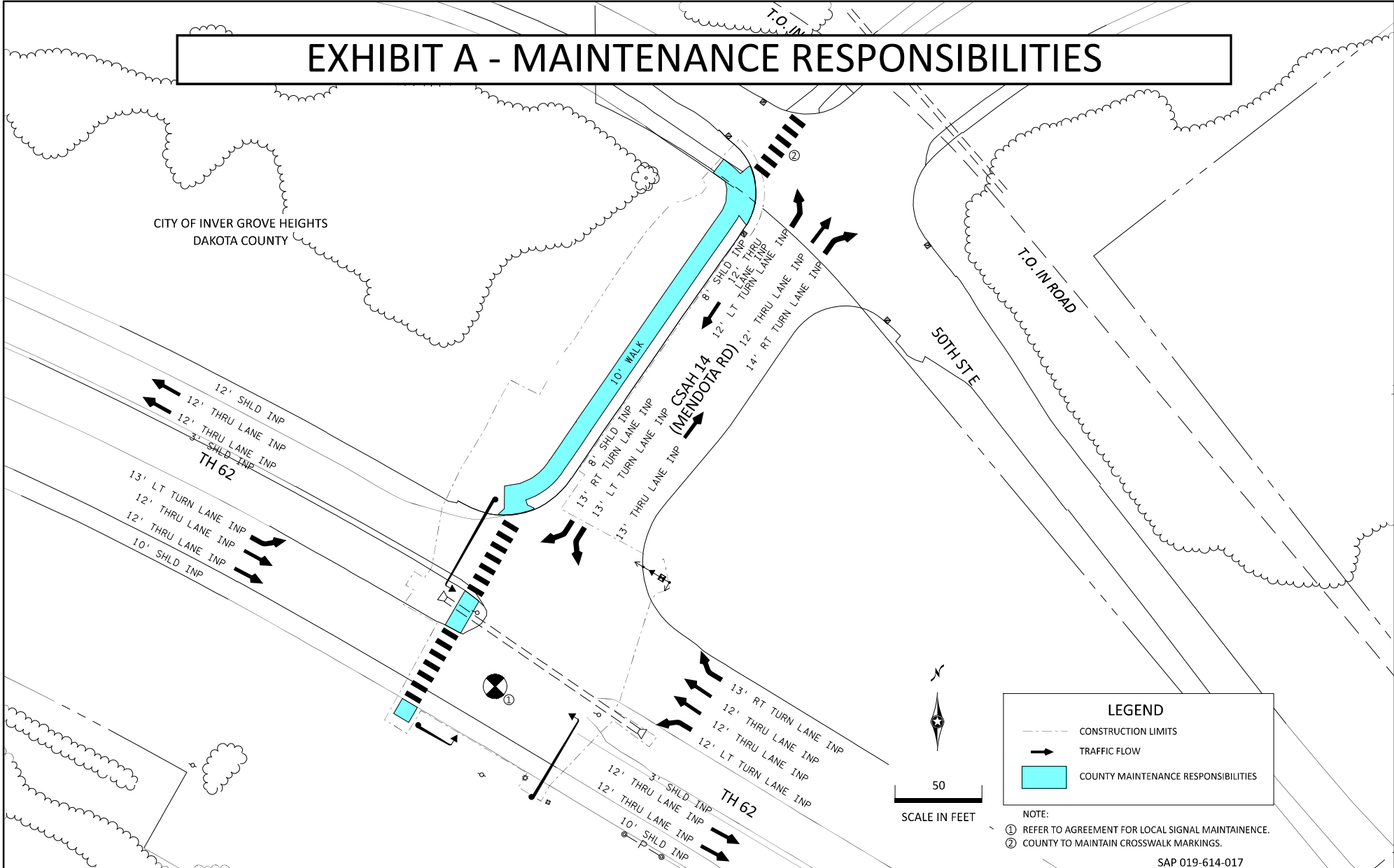
State Contract No. _____ with _____

located on TH 62 at CSAH 14

| COUNTY COST PARTICIPATION | |
|---|---------------------|
| SAP 019-614-017 Work Items (From Sheet No. 2) | 146,063.99 |
| State Furnished Materials (From Sheet No. 3) | 31,145.60 |
| Subtotal | \$177,209.59 |
| Construction Engineering (8%) | 14,176.77 |
| (1) Total County Cost | \$191,386.36 |

(1) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

EXHIBIT A - MAINTENANCE RESPONSIBILITIES



15-APR-2026

PLOTTED/REVISED:

PROJECT NAME: 41918122_10x
 PATH & FILENAME: Projects\DM_RCS\062\1918122\Design\PlanSheets\41918122_10x.dgn

41918122_10x

LEGEND

- CONSTRUCTION LIMITS
- TRAFFIC FLOW
- COUNTY MAINTENANCE RESPONSIBILITIES

NOTE:
 ① REFER TO AGREEMENT FOR LOCAL SIGNAL MAINTENANCE.
 ② COUNTY TO MAINTAIN CROSSWALK MARKINGS.

50
 SCALE IN FEET

| | | | | | |
|--|-----------|------------------------------|----------------------------|--------------|-----|
| | EXHIBIT A | MAINTENANCE RESPONSIBILITIES | SAP 019-614-017 | SHEET NO | EX1 |
| | | | SP 1918-122 (TH 62=117) | TOTAL SHEETS | 1 |

DAKOTA COUNTY

RESOLUTION

IT IS RESOLVED that Dakota County enter into MnDOT Agreement No. 1062534 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the signal system and sign construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 62 at Mendota Road under State Project No. 1918-122.

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Dakota County at an authorized meeting held on the _____ day of _____, 2026, as shown by the minutes of the meeting in my possession.

| |
|---|
| Subscribed and sworn to me this _____ day of _____, 2026 |
| Notary Public _____ |
| My Commission Expires _____ |

(Signature)

(Type or Print Name)

(Title)



Board of Commissioners

Request for Board Action

Item Number: DC-5594

Agenda #: 10.1

Meeting Date: 5/5/2026

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application To Conduct Excluded Bingo For Farmington Lions Club

PURPOSE/ACTION REQUESTED

Approve the application from the Farmington Lions Club to conduct off-site gambling at the Dakota County Fairgrounds from August 10-16, 2026.

SUMMARY

Gambling Permits are governed by the Minnesota Gambling Control Board. Nonprofit organizations may conduct raffles, bingo and other forms of lawful gambling activities according to Minnesota Law. Lawful gambling activities consists of the operation, conduct or sale of bingo, raffles, paddle wheels, tip-boards and pull-tabs. Before approving the permit, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township.

An application was received from Farmington Lions Club to conduct excluded bingo during the Dakota County Fair from August 10-16, 2026, at the Dakota County Fairgrounds in Castle Rock Township. Castle Rock Township approved the application on March 24, 2026.

RECOMMENDATION

Staff recommends approval of the application.

EXPLANATION OF FISCAL/FTE IMPACTS

No fee is charged by Dakota County for gambling applications.

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

RESOLUTION

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

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

WHEREAS, an application to conduct excluded bingo during the Dakota County Fair from August 10-16, 2026 at Dakota County Fairgrounds in Castle Rock Township has been submitted by the Farmington Lions Club; and

WHEREAS, Castle Rock Township reviewed the application on March 24, 2026; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Farmington Lions Club to conduct excluded bingo activities during the Dakota County Fair from August 10-16, 2026, at the Dakota County Fairgrounds in Castle Rock Township.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-5599

Agenda #: 10.2

Meeting Date: 5/5/2026

DEPARTMENT: Assessing Services

FILE TYPE: Consent Action

TITLE

Approval Of Chair To Special County Board Of Appeal And Equalization

PURPOSE/ACTION REQUESTED

Approve the 2026 Chair of the Special County Board of Appeal and Equalization.

SUMMARY

The Special County Board of Appeal and Equalization (SCBAE) will meet in person at the Western Service Center on Monday, June 8, 2026, to review the 2026 assessment. The SCBAE voted at the 2025 meeting to reappoint Christopher Baddeley as Chair of the 2026 meeting.

RECOMMENDATION

Staff recommends the County Board of Commissioners appoint Christopher Baddeley as Chair of the Special County Board of Appeal and Equalization for 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

There are no fiscal impacts with this action.

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

RESOLUTION

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

WHEREAS, the Dakota County Special County Board of Appeal and Equalization voted in 2025 to reappoint Christopher Baddeley as Chair for 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Christopher Baddeley as Chair of the Special County Board of Appeal and Equalization for 2026.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Scott Lyons

Author: Scott Lyons



Board of Commissioners

Request for Board Action

Item Number: DC-5542

Agenda #: 11.1

Meeting Date: 5/5/2026

DEPARTMENT: Central Operations Administration

FILE TYPE: Regular Information

TITLE

Annual Update From Dakota 911

PURPOSE/ACTION REQUESTED

Receive the annual update from Dakota 911 Executive Director on the work of the organization over the past year.

SUMMARY

Dakota 911 Executive Director Heidi Hieserich will be at the meeting to present the annual update of the work of Dakota 911 over the past year. This presentation is a part of our approach to hear from our partners directly on the work they are doing that impact the residents of Dakota County.

As you are aware, Dakota 911 was established in 2005 through a joint power’s agreement between Dakota County and the 11 major cities within the county to provide one public safety answering point and dispatch center countywide. The facility opened in 2007 and has been operating successfully since that time.

Dakota 911 is guided by a government structure with three distinct committees including the Board of Directors (elected officials), the Executive Committee (city/county chief administrators) and the Operations Committee (law enforcement, fire, and emergency service personnel). Dakota County is represented on the Board of Directors in 2026 by Commissioner Slavik, who also serves as the Dakota 911 Board Chair in 2026.

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: 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: David McKnight

Author: David McKnight



DAKOTA 911
POLICE • FIRE • EMS

2025 Year in Review

Purpose and Mission



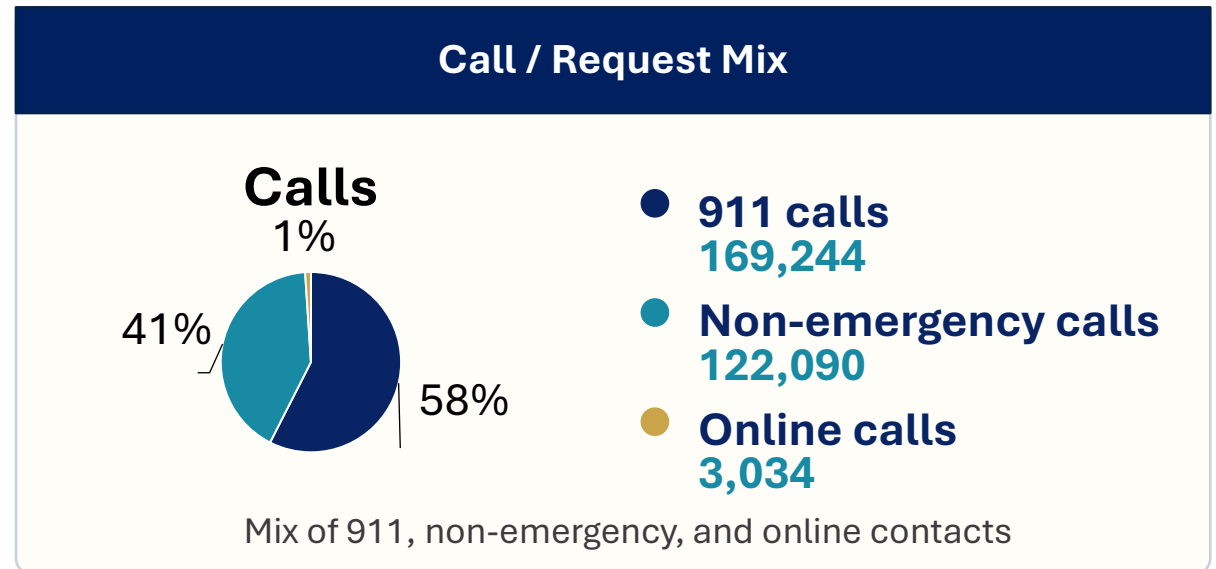
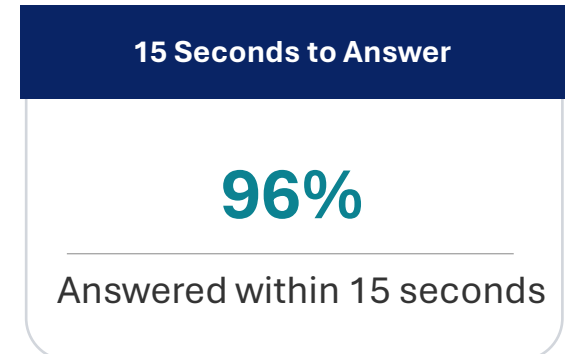
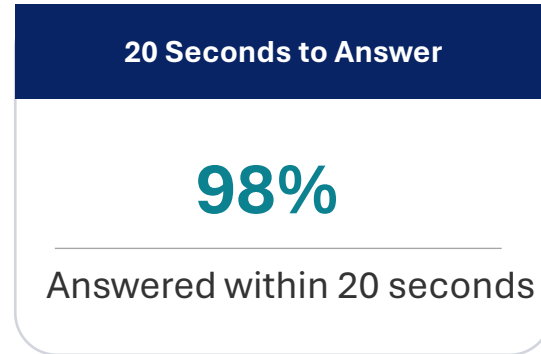
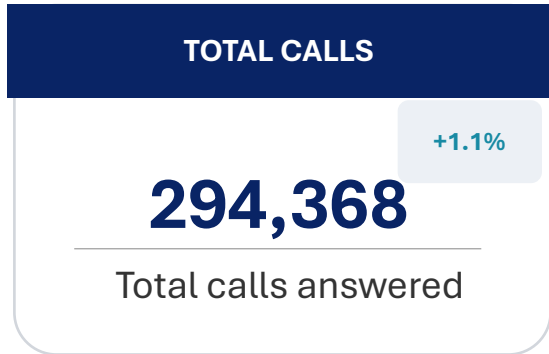
- Countywide 911 communications center, serving the community and our public safety partners in law enforcement, fire, & EMS.
- To serve and protect public safety by providing a vital communications link between the community and responders.
- Values: Service excellence, trust and partnership, accountability, and growth.

- Service performance
- Activity statistics
- Key achievements
- Community partnership and outreach
- Workforce development
- Team recognitions
- Financial Summary



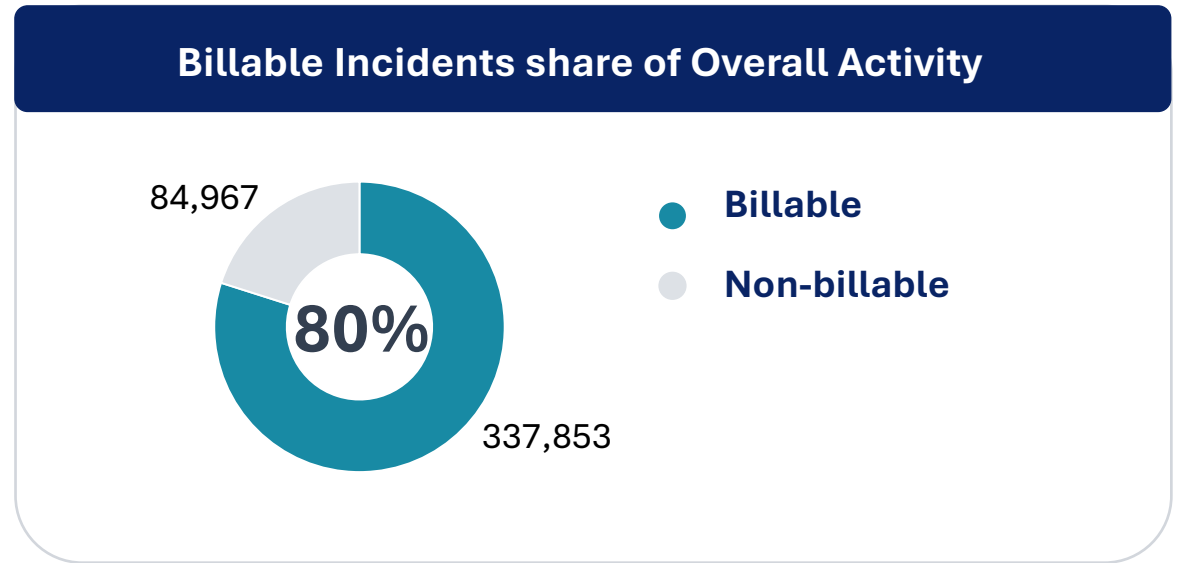
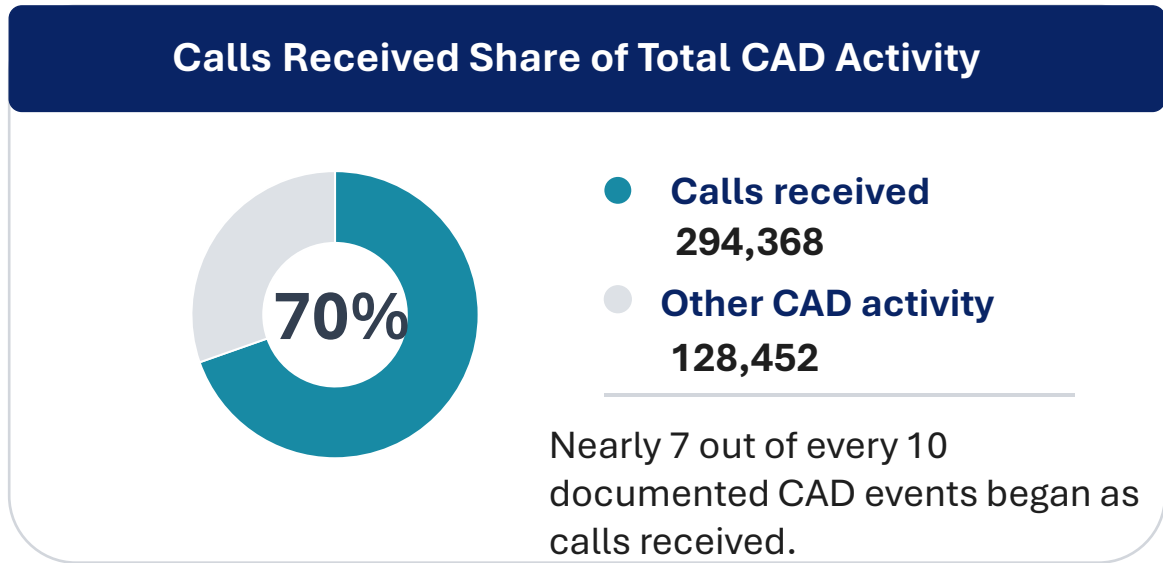
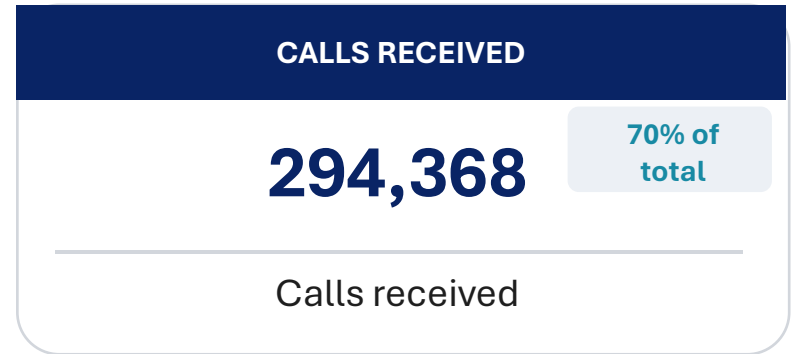
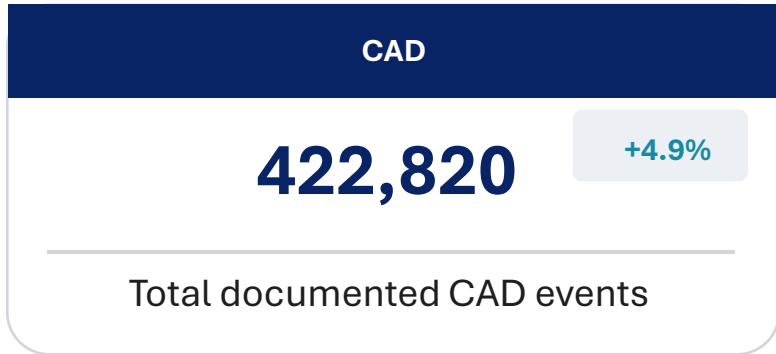
Service Performance

High service demand was matched by strong response times and positive public feedback



CAD Activity

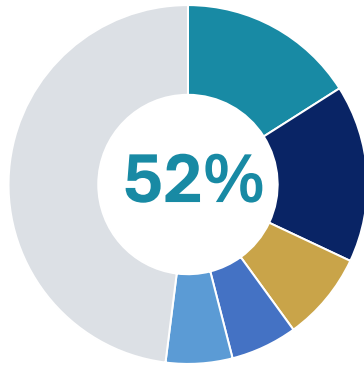
Understanding CAD-driven demand, trends, and service patterns



CAD Activity

Understanding CAD-driven demand, trends, and service patterns

Top 5 Fire / EMS Incident Types

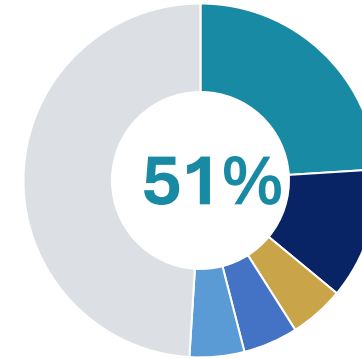


Top 5 incident types made up 52% of total fire/EMS incidents.

The remaining 48% came from 73 other fire/EMS incident types.

| | | | |
|----------------------|-----|------------------------|-----|
| ● Sick Person | 16% | ● Psych/Suicide Att | 6% |
| ● Falls/Lift Assists | 16% | ● Fire Alarms Comm/Res | 6% |
| ● Breathing Problems | 8% | ● Other | 48% |

Top 5 Law Incident Types



Top 5 incident types made up 51% of total law incidents.

The remaining 49% came from 84 other law incident types.

| | | | |
|-----------------|-----|-----------------------|-----|
| ● Traffic Stop | 24% | ● Suspicious Activity | 5% |
| ● Premise Check | 12% | ● Follow-up | 5% |
| ● 911 Hangup | 5% | ● Other | 49% |

Priorities and Goals in 2025

Setting our direction for a focused and successful 2025

1

Improve business efficiency

2

Strengthen operational efficiency and emergency response

3

Make Dakota 911 a great place to work

4

Ensure continuity of critical services

5

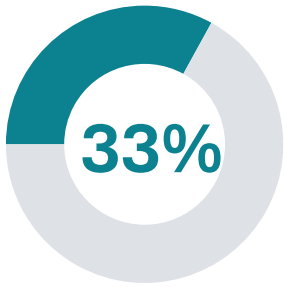
Maintain the highest standards of service



Key Achievements

Reflecting on progress and results received throughout the year

AI Attendant



Non-emergency calls diverted

Helping preserve telecommunicator availability for urgent needs.

A new AI attendant was launched in the fall of 2025 to redirect non-emergency callers to the right resource or online request pathway.

911 Education



911 for Emergency

When in doubt, dial 911

Non-emergency call 651/952-322-2323 or online at Dakota911mn.gov

Updated public messaging campaign to align with national “When in doubt, dial 911” guidance.

Community Satisfaction Surveys

New in the spring of 2025 - 2-Question survey following certain interactions to gauge community satisfaction.

97%

overall satisfaction

43%

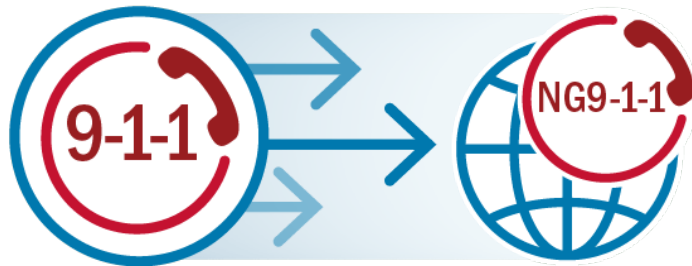
survey response rate

Key Achievements

Reflecting on progress and results received throughout the year

Key 2025 Implementations

- Live 911 call transcription, keyword alerts, AI-supported summaries, and language translation
- Enhanced next-gen 911 mapping and integration of Axon body cameras into the dispatch map



The screenshot displays a 911 dispatch interface. At the top, it shows the call number '(626) 320-02304' and the dispatcher 'Assigned to A. Brown'. A 'LIVE' indicator is present. The transcript shows a caller reporting a suspicious man with a knife. The dispatcher responds with instructions. An AI-generated summary is overlaid on the right, providing a structured overview of the incident, including a high priority alert, person description, and vehicle description.

Summary

Incident Description
A woman called 911 to report a suspicious man with a knife outside of her home. The man left and drove off in a blue Toyota Camry.

High Priority

- Man was holding a kitchen knife

Person Description

- 6 feet tall male wearing a black hoodie with blue jeans
- Dark brown hair and white skin and a goatee

Vehicle Description

- Blue Toyota Camry (sedan)
- License plate 5GE294AM



Community Partnership and Outreach

Connecting with our community to promote transparency, education and shared public safety goals

EVENT

30+

Public events attended

GIVE

2

Families adopted for holidays

FOOD

2,200+

Food items donated

Community in Action – Keeping Dakota 911 visible



- Career fairs
- County events
- Safety programs
- Blood drives
- Community presentations

Workforce Development

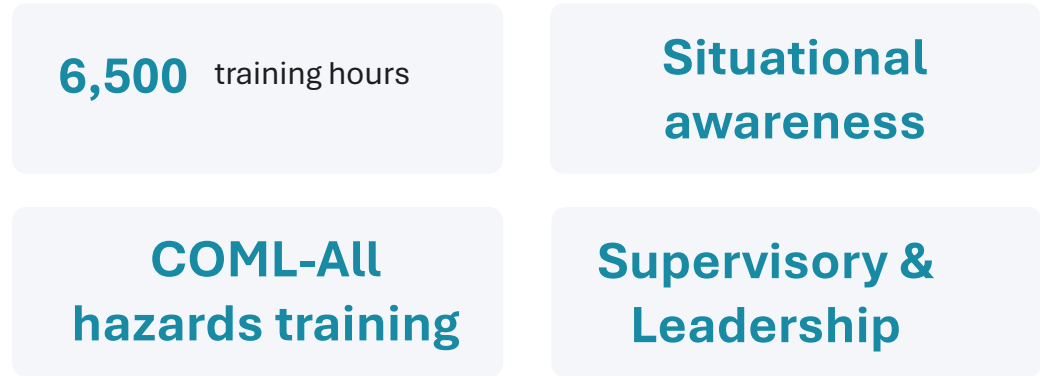
Investing in employee development to strengthen performance, retention, and organizational resiliency



Key Investments in Readiness

- Approximately 6,500 training hours were delivered to new telecommunicators in 2025
- Situational awareness and decision-making training with Blue Ethos
- APCO and NENA supervisory training
- NIMS/ICS all-hazards training for communications unit leaders (COML)
- Leadership training –Dare to Lead™ foundational workshop

Training and Certifications



Team Recognition

Celebrating the people whose dedication, teamwork, and service drive our mission forward

MERIT AND TEAM RECOGNITIONS

40+

Recognitions awarded in 2025

LIFE SAVING

4

Life saving awards

STORK AWARD

1

Baby delivered



Financial Summary

Balancing fiscal accountability with reliable, high-value public safety service

REVENUE

\$12.83M

Total revenue

EXPENSES

\$11.9M

Total expenditures (including capital)

PERSONNEL COST

77%

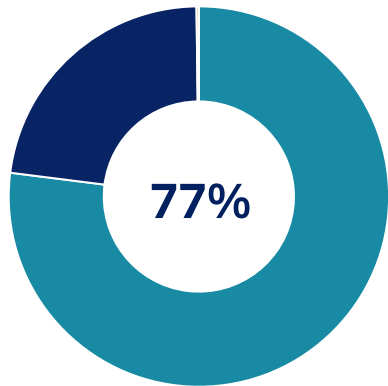
Personnel share of operating costs

MEMBER FEES

88.6%

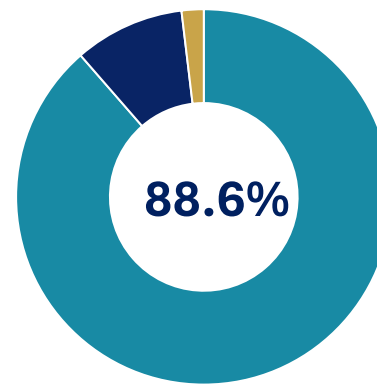
Member fee share of revenue

Operating Cost Mix



| | |
|---------------------|-------|
| ● Personnel | 77% |
| ● Contractual/Other | 22.8% |
| ● Commodities | 0.2% |

Revenue Mix



| | |
|-----------------------------|-------|
| ● Member fees | 88.6% |
| ● 911 tariff | 9.5% |
| ● Investment income + other | 1.9% |



Thank you!

Contact: hhieserich@dakota911mn.gov
651-322-1900



Board of Commissioners

Request for Board Action

Item Number: DC-5529

Agenda #: 12.1

Meeting Date: 5/5/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Regular Action

TITLE

Closed Executive Session: County Manager’s Mid-Year Review

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. § 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 during the Dakota County Board meeting on May 5, 2026, to discuss the following:

- Evaluate the performance of the County Manager. The County Manager has agreed to the closed executive session for this purpose.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, upon adoption of a resolution by majority vote, the Dakota County Board is authorized, pursuant to Minn. Stat. § 13D.05 3(a), to hold a closed executive session to evaluate the performance of an individual who is subject to its authority; and

WHEREAS, the Dakota County Board of Commissioners desires to meet to evaluate the performance of the County Manager.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board Meeting on May 5, 2026, and recesses to conference room 3A, Administration Center, Hastings, to evaluate the performance of the County Manager, Heidi Welsch.

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-5634

Agenda #: 15.1

Meeting Date: 5/5/2026

Information

See Attachment for future Board meetings and other activities.

May 5, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

May 6, 2026

Wednesday

5:30 PM - 5:30 PM

Wentworth Library Reopening -- Wentworth Library, 199 Wentworth Ave E., West St. Paul

May 8, 2026

Friday

9:00 AM - 9:00 AM

Q2 GREATER MSP Board of Directors Meeting -- GREATER MSP, 370 Wabasha St N, Suite 1900, St. Paul; TheNorthStarRoom

May 11, 2026

Monday

12:00 PM - 12:00 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3Zll0REJyVGJ2RnQxbXc4Zz09>)

May 12, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County General Government & Policy Committee Meeting - Legislative Update -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

9:30 AM - 9:30 AM

Dakota County Physical Development Committee of the Whole (or following GGP) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

10:00 AM - 10:00 AM

Finance Work Session (or following PDC) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

1:00 PM - 1:00 PM

Dakota County Community Services Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

May 13, 2026

Wednesday

10:00 AM - 10:00 AM

Metropolitan Emergency Services Board Committee Meeting -- Metro Counties Government Center, 2099 University Ave, St. Paul

4:00 PM - 4:00 PM

Vermillion River Watershed Community Advisory Committee -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington, Conference Room A

May 14, 2026

Thursday

7:30 AM - 7:30 AM

I-35W Solutions Alliance Board Meeting -- Richfield City Hall, 6700 Portland Avenue South, Bartholomew Room, Richfield

May 15, 2026

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

May 18, 2026

Monday

5:00 PM - 5:00 PM

Public Open House #3: Delaware Ave/Butler Ave Project -- West St. Paul City Hall, 1616 Humboldt Ave, West St. Paul, Council Chambers

May 19, 2026

Tuesday

9:00 AM - 9:00 AM

**Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>**

9:30 AM - 9:30 AM

Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings

10:00 AM - 10:00 AM

Dakota County General Government & Policy Committee Meeting (or following RRA) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

3:00 PM - 3:00 PM

Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom



Board of Commissioners

Request for Board Action

Item Number: DC-5635

Agenda #: 16.1

Meeting Date: 5/5/2026

Adjournment