



Dakota County

Board of Commissioners

Agenda

Tuesday, December 17, 2024

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

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

1. **Call To Order And Roll Call**
2. **Pledge Of Allegiance**
3. **Audience**

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

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

CONSENT AGENDA

5. **County Administration - Approval of Minutes**
 - 5.1 Approval of Minutes of Meeting Held on December 3, 2024
6. **Items Recommended By Board Committee***
 - 6.1 *Library* - Approval Of Library Advisory Committee Bylaws
 - 6.2 *Human Resources* - Approval Of Revisions To Policy 3241 (Flex Leave) And Policy 3160 (Compensation Guidelines)

7. Community Services

- 7.1 *Public Health* - Authorization To Execute Grant Agreement And Accept Grant Funds From Minnesota Department Of Health For Local Public Health Grant And Foundational Public Health Responsibilities Grant
- 7.2 *Public Health* - Authorization To Accept Grant Funds For Strong Foundations With Minnesota Department Of Health

8. County Attorney

- 8.1 *Attorney* - Authorization To Execute Agreements To Provide Legal Services To Community Development Agency, Dakota County Drug Task Force, Dakota 911, And Metropolitan Library Service Agency

9. County Board/County Administration

- 9.1 *Human Resources* - Adoption Of 2025 Unclassified Employees Merit Compensation Policy And Plan
- 9.2 *Human Resources* - Establishment Of 2025 Elected Officials' And County Manager's Compensation And Commissioner General Expense Allowance
- 9.3 *Human Resources* - Authorization To Execute 2025-2026 Labor Agreement With Human Services Supervisors' Association Unit
- 9.4 *Human Resources* - Authorization To Execute 2025-2026 Labor Agreement With Teamsters Local 120 Transportation Maintenance Unit
- 9.5 *Human Resources* - Authorization To Execute 2025-2026 Labor Agreement With Dakota County Attorney Employee's Association

10. Enterprise Finance and Information Services

- 10.1 *Finance* - Report On Invoices Paid In November 2024
- 10.2 *Finance* - Obligation Of American Rescue Plan Act Funding And Authorization To Amend Facilities Capital Improvement Program And Non-Departmental 2024 Budgets
- 10.3 *Finance* - Establishment Of 2024 Fund Balance Commitments
- 10.4 *Information Technology* - Authorization To Execute Contract With Cask NX LLC For Replacement Information Technology Service Management System.
- 10.5 *Information Technology* - Authorization To Execute Contract Amendment For Business Analyst Services

11. Physical Development

- 11.1 *Environmental Resources* - Authorization To Execute Revised Joint Powers Agreement Between Dakota And Scott Counties For Vermillion River Watershed And Rescind Resolution No. 24-383
- 11.2 *Environmental Resources* - Certification Of Dakota County Portion Of 2025 Vermillion River Watershed Management Tax District Tax Levy
- 11.3 *Transportation* - Authorization To Execute Cooperative Construction Agreement With Minnesota Department Of Transportation For Trunk Highway 52 Intersection Improvements At County State Aid Highway 32, County Project 32-65
- 11.4 *Transportation* - Authorization To Execute Safe Routes To Schools Program State Bond Grant Agreement From Minnesota Department Of Transportation For Improvements On 80th Street East In Inver Grove Heights, County Project 28-66
- 11.5 *Parks* - Authorization To Execute Joint Powers Agreement With City Of Eagan For Natural Resource Restoration And Enhancement Of Caponi Art Park
- 11.6 *Parks* - Authorization To Execute Contract Amendment One With Sambatek LLC, For Construction Administration For Mississippi River Greenway Rosemount East In City Of Rosemount, County Project P00109
- 11.7 *Parks* - Authorization To Execute Contract Amendment One With KLJ Engineering LLC, For Survey And Right Of Way Mapping Services, For Veterans Memorial Greenway, County Project P00147
- 11.8 *Parks* - Authorization To Amend Parks 2024 Capital Improvement Program And Greenway Project Budgets Due To Lower Than Forecasted 2024 Transportation Advancement Account Revenues
- 11.9 *Parks* - Authorization To Accept Donation Of Regional Greenway Trail Easement From Xcel Energy And Execute Encroachment Agreement With Xcel Energy For Veterans Memorial Greenway Phase II, County Project P00147

12. Public Safety

- 12.1 *Sheriff* - Authorization To Execute Separate Joint Powers Agreements With Townships Of Castle Rock, Douglas, Nininger, Vermillion, Waterford, And Cities Of Empire, Randolph, And Vermillion For Ordinance Enforcement

REGULAR AGENDA

13. Public Services and Revenue

13.1 *Library* - Acceptance Of Donation To Dakota County Library And Authorization To Amend 2024 Library Budget

14. Enterprise Finance and Information Services

14.1 *Finance* - Certification Of 2025 Property Tax Levy And Adoption Of Dakota County 2025 Budget And 2025-2029 Capital Improvement Program

15. 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

16. County Manager's Report

17. Information

17.1 Information
See Attachment for future Board meetings and other activities.

18. Adjournment

18.1 Adjournment

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417
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Public Comment can be sent to CountyAdmin@co.dakota.mn.us



Board of Commissioners

Request for Board Action

Item Number: DC-4050

Agenda #: 4.1

Meeting Date: 12/17/2024

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-4051

Agenda #: 5.1

Meeting Date: 12/17/2024

Approval of Minutes of Meeting Held on December 3, 2024



Dakota County

Board of Commissioners

Minutes

Tuesday, December 3, 2024

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call To Order And Roll Call

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

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 Atkins who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

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

4. Agenda

- 4.1 Resolution No: 24-555
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 6

5. Public Hearing

- 5.1 Resolution No: 24-556
Public Hearing To Receive Comments On 2025 Off Sale Intoxicating Liquor License Applications And Approval Of All 2025 Intoxicating Liquor Licenses

Motion: Mike Slavik

Second: William Droste

The time being 9:04 a.m. and pursuant to public notice, a public hearing was

conducted to receive comments on 2025 Off Sale Intoxicating Liquor License Applications. Public Services and Revenue Deputy Director Teresa Mitchell 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 9:05 a.m.

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public on applications for off sale intoxicating liquor licenses; and

WHEREAS, all interested parties were notified of the date, time and location of the public hearing on the Simman LLC, dba Castle Rock Bar and Grill, On and Off Sale Intoxicating and Sunday Sales license application and the Woody's Liquor Box, Inc., Off Sale Intoxicating license application; and

WHEREAS, on December 3, 2024 at 9:00 a.m., the Dakota County Board of Commissioners conducted a public hearing on the Simman LLC, dba Castle Rock Bar & Grill, and Woody's Liquor Box, Inc. license applications; and

WHEREAS, a county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written certification from the Sheriff and County Attorney that to the best of their knowledge the application is eligible to be license under Minn. Stat. § 340A.402 and Minn. Rules § 7515.0410; and

WHEREAS, the applications have been approved by the Townships of Castle Rock, Douglas, Marshan, Nininger, Randolph and Ravenna; and

WHEREAS, in anticipation of receiving a renewal application from Hidden Greens, Inc, the County's action is contingent upon review by the Sheriff and County Attorney that the liquor license eligibility requirements are satisfied and review by Marshan Township at their meeting on December 17, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2025 intoxicating liquor licenses and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Castle Rock Township:

Simman LLC, dba Castle Rock Bar and Gill: On and Off Sale Intoxicating and Sunday Sales

Douglas Township:

Gopher Hills, Inc.: On-Sale and Sunday Sale

Marshan Township:

Hidden Greens, Inc: On Sale and Sunday Sale

Little Log House Properties, Inc.: On Sale and Sunday Sale

Bellwood Oaks, Inc.: On Sale and Sunday Sale

Nininger Township:

Emerald Greens Golf, LLC: On Sale and Sunday Sale

Randolph Township:

Woody’s Liquor Box, Inc.: Off Sale Intoxicating

Cannon Golf Club, Inc.: On Sale and Sunday Sale

Ravenna Township:

Almquist Farm LLC: On Sale and Sunday Sale

Ayes: 6

5.2 Resolution No: 24-557
Public Hearing To Receive Comments On Eligible Projects For County
Transportation Sales And Use Tax Funds

Motion: William Droste

Second: Laurie Halverson

The time being 9:07 a.m. and pursuant to public notice, a public hearing was conducted to receive comments on eligible projects for County Transportation Sales and Use Tax Funds. Regional and Multi-Modal Transportation Manager Gina Mitteco 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 9:08 a.m.

WHEREAS, Minn. Stat. § 297A.993 (the Act) authorizes the Dakota County Board to levy up to one-half of one percent sales and use tax and an excise tax of \$20 per motor vehicle to fund statutorily defined transportation and transit projects; and

WHEREAS, by Resolution No. 17-364 (June 20, 2017), the Dakota County Board enacted a quarter-cent sales tax and \$20 excise tax on new vehicle sales starting October 1, 2017, to fund identified transitway, transit expansion, regional County highway, trail, and trunk highway transportation projects; and

WHEREAS, Dakota County has identified a proposed updated list of transportation projects eligible for Transportation Sales and Use Tax funds based on the needs identified in the Draft 2040 Transportation Plan and through the development of the 2025-2029 Draft Capital Improvement Program; and

WHEREAS, the Act allows the County Board to dedicate the proceeds of the Transportation Sales and Use Tax to a new enumerated project by resolution after a public hearing; and

WHEREAS, the County Board held a public hearing on the date hereof following the publication of notice as required by the Act.

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

Commissioners dedicates the proceeds of the Dakota County Transportation Sales and Use Tax to the following projects:

1. Empire Transportation Maintenance Facility in Empire
2. County State Aid Highway (CSAH) 46 Expansion: Trunk Highway (TH) 3 to TH 52 in Rosemount, Coates, and Empire
3. CSAH 46 Reconstruction: 1,000 feet west of Pleasant Drive to TH 61 in Hastings
4. CSAH 32 Expansion: CSAH 71 to TH 52 in Inver Grove Heights
5. CSAH 42 Management Improvements: Western County line to TH 52 in Burnsville, Apple Valley, and Rosemount
6. CSAH 86 Reconstruction: Western County line to TH 3 in Greenvale, Eureka, and Castle Rock Townships
7. CSAH 88 Reconstruction: County Road (CR) 94 to TH 56 in Randolph Township
8. CSAH 88 Reconstruction: TH 56 to Finch Court in Randolph Township
9. CSAH 91 Reconstruction: Miesville Trail to TH 61 in Miesville and Douglas Township
10. CSAH 54 Reconstruction: Hastings east city limits to CSAH 68 in Ravenna Township
11. CSAH 31 Reconstruction: CSAH 74 to CSAH 50 in Farmington
12. CSAH 47 Reconstruction: TH 3 to CSAH 86 in Waterford, Sciota, and Castle Rock Townships
13. CSAH 47 Reconstruction: CSAH 86 to TH 50 in Castle Rock Township, Hampton Township, and Hampton
14. CSAH 60 Expansion: East of CSAH 50 to Ipava Avenue in Lakeville
15. CSAH 74 Reconstruction: CSAH 31 to Honeysuckle Lane in Farmington
16. TH 3 Safety and Mobility Improvements: 55th Street to TH 55 in Inver Grove Heights
17. TH 3 Safety and Mobility Improvements: TH 149 to downtown Rosemount in Eagan, Inver Grove Heights, and Rosemount
18. TH 55 Safety and Mobility Improvements: TH 52 to General Sieben Drive in Rosemount, Nininger Township, and Hastings
19. I-35/CSAH 50 Interchange in Lakeville
20. I-494 and Future CSAH 63 Interchange in Inver Grove Heights
21. TH 55 and CSAH 28 interchange in Inver Grove Heights
22. TH 13 Corridor Improvements, Grade Separation at Nicollet Avenue in Burnsville
23. Up to \$580,000 Annually for Non-Transitway Transit Service Expansion Capital and Operating Costs
24. Lake Marion Greenway in Burnsville, Lakeville, and Farmington
25. Lebanon Hills Greenway in Mendota Heights, Inver Grove Heights, and Eagan
26. Minnesota River Greenway in Burnsville, Eagan, Mendota Heights, Mendota, and Lilydale
27. Mississippi River Greenway in Hastings, Nininger, Rosemount, Inver Grove Heights, and South St. Paul
28. North Creek Greenway in Eagan, Apple Valley, Lakeville, Farmington, and

- Empire
 29. River to River Greenway in Mendota Heights, West St. Paul, and South St. Paul
 30. Rosemount Greenway in Eagan and Rosemount
 31. Vermillion Highlands Greenway in Rosemount and Empire
 32. Vermillion River Greenway in Farmington, Empire, and Hastings
 33. Veterans Memorial Greenway in Eagan and Inver Grove Heights
 34. Big Rivers Regional Trail in Eagan, Mendota Heights, Mendota, and Lilydale

Ayes: 6

5.3 Public Hearing To Receive Comments On 2025-2029 Capital Improvement Program Budget

The time being 9:11 a.m. and pursuant to public notice, a public hearing was conducted to receive comments on 2025-2029 Capital Improvement Program Budget. Physical Development Deputy Director Erin Stwora 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 9:12 a.m. This item was on the agenda to hold the public hearing and no additional action was taken.

Information only; no action requested.

6. Presentation

6.1 Inver Hills Community College and Dakota County Technical College Beginning Merger Process

Minnesota State President Michael Berndt gave a brief overview on the merger plans for Inver Hills Community College and Dakota County Technical College. The merger vision is for one college with two unique locations, offering the South Metro over 100 programs of study, robust and inclusive support services, and extensive business and community partnerships.

CONSENT AGENDA

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

7. County Administration - Approval of Minutes

**7.1 Resolution No: 24-558
 Approval of Minutes of Meeting Held on November 12, 2024**

Motion: Mary Hamann-Roland

Second: Mike Slavik

Ayes: 6

8. Items Recommended By Board Committee*

**8.1 Resolution No: 24-559
 Approval Of 2025 Planning Commission Work Plan**

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County Ordinance No. 118 establishes the powers and duties of the Planning Commission to make recommendations on plans, policies, and programs, as directed by the County Board; and

WHEREAS, County Policy No. 1015 provides direction regarding citizen advisory committees and states that the Planning Commission is required to consult annually with the County Board to seek concurrence regarding the topics they will study or on which they will advise the County Board; and

WHEREAS, the County Board has identified topics for 2025, including the preparation of plans for natural resources, parks, greenways, and transportation; and

WHEREAS, the Planning Commission's 2025 Work Plan is consistent with County Board projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Planning Commission's 2025 Work Plan as presented to the Physical Development Committee of the Whole on November 19, 2024.

Ayes: 6

8.2 Resolution No: 24-560

Authorization To Execute Joint Powers Agreement With Minnesota Zoological Board To Provide Native Prairie Hay To Feed Zoo Animals

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, by Resolution No. 17-274 (May 9, 2017), Dakota County's Natural Resource Management System Plan (NRMSP) calls for increases in acres of parkland restored, actively managed, and maintained and expansion of partnerships and collaborations to effectively leverage external funding resources; and

WHEREAS, to meet these goals, the NRMSP recognized the need to augment the County's management tools; and

WHEREAS, the NRMSP directs staff to capitalize on potential revenue streams, specifically highlighting the sale of prairie hay (p. 97); and

WHEREAS, the Minnesota Zoological Board (Zoo) is a Minnesota State board; and

WHEREAS, the Zoo, authorized by Minn. Stat. § 471.59, is permitted to enter into a joint powers agreement (JPA) with Dakota County; and

WHEREAS, the Zoo and the County are desirous of entering into this

Agreement so that the County and the Zoo may share the actual costs for harvesting and transporting native prairie hay from the County and used by the Zoo; and

WHEREAS, a JPA has been prepared, which includes the following predominant terms: the Zoo will provide reimbursement for prairie hay to the County at the rate of \$210 per ton of native hay received; each year, the Zoo will provide the County with a letter indicating the amount of native hay the Zoo would like to receive from the County; the County makes no guarantees that the entirety of the estimated tonnage will be provided but will in good faith work to meet the amount of hay requested by the Zoo; and

WHEREAS, adequate funds are available within the Parks Natural Resources Capital Improvement Program to mow and gather the clippings into hay bales; and

WHEREAS, the proceeds from the sale of the hay will be used to reimburse the Parks Natural Resources Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a joint powers agreement with the Minnesota Zoological Board for the purpose of providing native prairie hay from the County to the Minnesota Zoological Board for animal feed and bedding, from January 1, 2025, through December 31, 2029, subject to approval as to form by the County Attorney's Office.

Ayes: 6

8.3 Resolution No: 24-561
Authorization To Award Bid And Execute Contract With RES Great Lakes, LLC
For Church's Woods Restoration And Enhancement Project

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Natural Resources Management System Plan adopted by Resolution No. 17-274 (May 23, 2017) determined that Parks Natural Resources shall restore Dakota County Parks System's natural areas per each Park Natural Resource Management Plan; and

WHEREAS, the Spring Lake Park Reserve Natural Resources Management Plan was adopted by Resolution No. 21-313 (June 22, 2021) and identified high-priority ecological restoration sites within the park; and

WHEREAS, the County Board authorized the submission of a 2022 Minnesota Legislature (ML22) Outdoor Heritage Fund (OHF) grant request to the Lessard-Sams Outdoor Heritage Council (LSOHC) by Resolution No. 21-265 (May 18, 2021); and

WHEREAS, the County Board authorized the acceptance of \$6,066,000 in

ML22 OHF grant funds with a County match of \$1,175,000 by Resolution No. 22-334 (August 23, 2022); and

WHEREAS, of this, \$910,400 in grant funds and \$145,664 in match funds were allocated for restoration/enhancement activities in Spring Lake Park Reserve, Miesville Ravine Park Reserve, and Lake Byllesby Regional Park; and

WHEREAS, a Request for Proposals was prepared and released on October 18th, 2024, for one of multiple project sites that will be restored with the ML22 OHF Grant Funds, which will restore 106 acres of Spring Lake Park Reserve at Church's Woods; and

WHEREAS, the proposal for this project was for initial restoration and enhancement tasks, and the alternates included prescribed burning and canopy gap enhancement throughout the project site; and

WHEREAS, the selected proposal was submitted by RES Great Lakes, LLC.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the proposal to and authorizes the Physical Development Director to execute a contract with RES Great Lakes, LLC for the Church's Woods Restoration and Enhancement project at Spring Lake Park Reserve, subject to approval by the County Attorney's Office as to form.

Ayes: 6

8.4 Resolution No: 24-562

Authorization And Execution Of Real Property Declaration For Shade Tree Bonding Grant Reimbursement Of Thompson County Park Natural Resource Improvements

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, emerald ash borer (EAB) poses a significant threat to the forests of Dakota County and has resulted in a public safety concern in Thompson County Park; and

WHEREAS, the costs and priorities of ash tree removal within the County Park System were identified in the 2018 internal technical document, The Dakota County Emerald Ash Borer Management Plan; and

WHEREAS, the Dakota County Board of Commissioners adopted the Thompson County Park Natural Resources Management Plan by Resolution No. 20-037 (January 21, 2020), which made recommendations for ash tree removal; and

WHEREAS, by Resolution No. 21-495 (October 19, 2021), Dakota County executed a grant agreement with the Department of Natural Resources for a total reimbursement of \$42,250 for contracting labor to remove EAB-impacted trees and replace them with alternative tree species; and

WHEREAS, Dakota County has matched these grant funds with \$3,650 from the Natural Resources Base Fund for materials and supplies; and

WHEREAS, this grant imposes certain restrictions on the real property improved with grant funds, such that the improved property may not be sold or significantly altered for 37.5 years; and

WHEREAS, Dakota County may agree to these restrictions on real property by executing the General Obligation Bond Financed Declaration; and

WHEREAS, staff recommends the Dakota County Board of Commissioners authorize the Chair of the Dakota County Board of Commissioners to execute the General Obligation Bond Financed Declaration to reimburse Dakota County for Thompson County Park improvements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Chair of the Dakota County Board of Commissioners to execute the General Obligation Bond Financed Declaration, subject to approval by the Dakota County Attorney's Office as to form.

Ayes: 6

- 8.5** Resolution No: 24-563
Authorization To Accept Funding From State Of Minnesota
Legislature-Appropriated Funds For State Fiscal Year 2025 Regional Parks And
Trails Tree Planting Grant Program And Amend 2024 Capital Improvement
Program

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County allocation of State Fiscal Year 2025 Regional Parks and Trails Tree Planting Program is \$140,153; and

WHEREAS, the tree planting program will support: the Natural Resources Base Funding budget within the Parks Capital Improvement Program; and

WHEREAS, the proposed appropriation is aligned with County Board approved park and greenway master plans.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director, or their designee, to accept State of Minnesota-appropriated grant funds for the reimbursement of costs associated with the planting of trees with more diverse, climate-adapted species in the regional park and trail system within Dakota County Parks' jurisdiction; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes staff to amend the 2024 Parks Capital Improvement Program for this funding received through Met Council in State Fiscal Year 2025; and

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

Expense	
NR Base Program for Tree Planting	<u>\$140,153</u>
Total Expense	\$140,153
Revenue	
State Funding - NR Base	<u>\$140,153</u>
Total Revenue	\$140,153

Ayes: 6

8.6 Resolution No: 24-564
 Approval Of Conceptual Phasing And To Amend Professional Services Contract With ALLiiANCE For Empire Maintenance Facility Redevelopment

Motion: Mary Hamann-Roland Second: Mike Slavik

WHEREAS, Phase One improvements were completed at the Empire Maintenance Facility in 2020, including only half of the proposed South Building; and

WHEREAS, an addition to the South Building was included in the 2024-2028 Building Capital Improvement Program Adopted Budget and funded in 2024; and

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

WHEREAS, Capital Projects Management pledged to the Board to develop and present an alternate to the Hampton facility that would meet its objectives of closing the existing Hastings and Farmington Shops through a phased approach; and

WHEREAS, the Transportation Department requested to co-locate all department staff to the Empire Maintenance Facility to improve efficiency; and

WHEREAS, this project scope is trying to complete three goals: expand the South Building as previously planned and currently funded, incorporate that construction into a phased approach for maintenance facilities that were to be at Hampton, and explore co-locating all Transportation Department staff at the Empire Maintenance Facility; and

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

WHEREAS, ALLiiANCE worked with a Core Planning Group to confirm the

programmatic needs and develop conceptual phases of construction; and

WHEREAS, three conceptual phases were developed to meet short- and long-term equipment storage and staff needs for the Transportation, Fleet, Facilities Management, and Sheriff's departments at the Empire Maintenance Facility; and

WHEREAS, two additional approaches were developed to meet Transportation Department staff needs to co-locate at the Empire Maintenance Facility; and

WHEREAS, staff recommends moving ahead with design for equipment storage Phase One and Two plus Transportation Department staff Approach A; and

WHEREAS, additional design efforts to confirm a project scope, schedule and budget are necessary; and

WHEREAS, ALLiiANCE has provided a fee proposal to provide full schematic design services for the recommended approach and to increase fees by \$390,000; for a new not to exceed contract value of \$529,050; and

WHEREAS, there are sufficient funds within the project budget to cover this contract increase.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves proceeding with the recommended conceptual designs as presented and authorizes the Facilities Management Director to execute a contract amendment to the professional services contract with ALLiiANCE, 400 Clifton Avenue S., Minneapolis, MN 55403 to increase professional design fees for the Empire Maintenance Facility Redevelopment, in an amount not to exceed \$390,000, subject to approval by the County Attorney's Office as to form.

Ayes: 6

8.7 Resolution No: 24-565
Authorization To Execute Second Contract Amendment With Schreiber Mullaney Construction Company, Inc., For Crisis And Recovery Center

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the 2023 Capital Improvement Program (CIP) Adopted Budget as amended for the Crisis and Recovery Center project is a total of \$14,100,000; and

WHEREAS, by Resolution No. 23-380 (August 29, 2023), the County Board approved the original contract with Schreiber Mullaney Construction Company, Inc., in the sum of \$11,516,890; and

WHEREAS, with the original contract authorization, staff was also authorized to execute up to \$250,000 worth of post-award changes; and

WHEREAS, to date, staff executed one contract amendment totaling \$199,728.82 to amend the work scope and to extend the substantial completion date by 15 working days; and

WHEREAS, a second contract amendment is being requested to add \$363,943.55 and 10 working days for additional work scope changes; and

WHEREAS, the total authorized contract amendments to this contract would then be \$563,672.37 for reimbursement of known construction change orders on the project; and

WHEREAS, the new substantial completion date of the construction contract will be December 16, 2024; and

WHEREAS, there are sufficient funds within the approved project budget for this amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract amendment with Schreiber Mullaney Construction Company, Inc., 1286 Hudson Road, Saint Paul, MN 55106, in an amount not to exceed \$363,943.55 and to add ten working days to the schedule, for a maximum contract total not to exceed \$12,080,562.37, subject to approval by the County Attorney's office as to form.

Ayes: 6

- 8.8** Resolution No: 24-566
Authorization To Execute Contract With Dynamic Lifecycle Innovations MN LLC For Residential And Business Electronics Collection And Recycling

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, by Resolution No. 18-493 (September 18, 2018), the Dakota County Board of Commissioners approved the 2018-2038 Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS, as part of the Master Plan, the Dakota County Board of Commissioners encourages residents and businesses to properly manage hazardous wastes and recyclables; and

WHEREAS, electronics, which can contain lead, cadmium, mercury, and lithium, continue to be the largest hazardous waste stream collected at The Recycling Zone; and

WHEREAS, televisions and monitors are collected for a fee while other electronics are collected from residents at no charge at The Recycling Zone and at one-day household hazardous waste collection events; and

WHEREAS, electronics are collected from businesses at The Recycling Zone for a fee; and

WHEREAS, Dakota County's current electronics recycling vendor contract expires December 31, 2024; and

WHEREAS, Dakota County staff issued a request for proposals on August 19, 2024, seeking a vendor to provide for the pickup, transportation, and recycling of 1) residential electronics collected by the County at The Recycling Zone; 2) business electronics collected through the County business collection programs; and 3) electronics collected by the County at household hazardous waste collection events; and

WHEREAS, Dakota County requests services for recycling electronics for a two-year contract term, with a two-year extension option for recycling services; and

WHEREAS, one potential vendor submitted a proposal which was evaluated by staff; and

WHEREAS, Dynamic Lifecycle Innovations MN LLC currently services Dakota County and other county electronics collection sites in Minnesota, Wisconsin, Illinois, and Michigan; has a demonstrated tracking and reporting system; has strict data and facility security practices; and identified the ability to recycle all electronic materials and the capability to manage increasing amounts of electronics; and

WHEREAS, the \$100,000 annual contract cost is included in the household hazardous waste annual budget; and

WHEREAS, staff recommends execution of a contract with Dynamic Lifecycle Innovations MN LLC for recycling electronic wastes.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with Dynamic Lifecycle Innovations MN LLC, Inc. for a term from January 1, 2025, to December 31, 2026, with a two-year extension option, subject to the approval of the County Attorney's Office as to form and subject to approval by the County's Risk and Homeland Security Manager.

Ayes: 6

- 8.9** Resolution No: 24-567
Authorization To Submit Solid Waste Infrastructure For Recycling Grant Application And Execute Grant Agreement For Proposed Recycling Zone Plus

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the United States Environmental Protection Agency (EPA) has the Solid Waste Infrastructure for Recycling (SWIFR) grant available through the

Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, to provide funding to improve local post-consumer materials management programs including municipal recycling and make improvements to local waste management systems; and

WHEREAS, staff proposes to apply for the SWIFR grant and use the funds for a portion of the proposed Dakota and Scott counties regional household hazardous waste and recycling facility, called the Recycling Zone Plus; and

WHEREAS, the grant would meet the following funding requirements: establish, increase, expand, or optimize collection and improve materials management infrastructure, establish, increase, expand, or optimize capacity for materials management, and demonstrate a significant and measurable increase in the diversion, recycling rate, and quality of materials collected for municipal solid waste; and

WHEREAS, this grant request helps meet the Dakota County 2018 - 2038 Solid Waste Management Plan strategy 12.1 to increase opportunities for proper management of problem materials, hazardous waste, and household hazardous waste, strategy 12.3 to provide drop-off opportunities for problem materials and hazardous waste management, and strategy 12.4 to provide consistent and cost-effective household hazardous waste, hazardous waste, and problem management services; and

WHEREAS, the grant application deadline is December 20, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit a Solid Waste Infrastructure for Recycling grant application to the United States Environmental Protection Agency to fund a portion of the Recycling Zone Plus for an amount up to \$5,000,000; and

BE IT FURTHER RESOLVED, That, if the grant is awarded, the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director to execute a Solid Waste Infrastructure for Recycling grant agreement with the United States Environmental Protection Agency, subject to approval by the County Attorney's Office as to form and the funding will be included in the 2025 Facilities Capital Improvement Program budget.

Ayes: 6

- 8.10** Resolution No: 24-568
Authorization To Execute Grant Agreement With Legal Assistance Of Dakota County, Ltd.

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Legal Assistance of Dakota County, Ltd., (LADC) is a non-profit agency that provides legal assistance services using both staff and volunteer attorneys; and

WHEREAS, the target population for these services is income-eligible adult residents of Dakota County who are unable to afford representation in non-fee generating civil legal issues; and

WHEREAS, the services support Dakota County residents with appropriate use of the legal system to maintain or improve stability in their lives; and

WHEREAS, legal services provided focus on family law problems, including, but not limited to, divorce, domestic abuse, establishing or defending child custody or visitation rights, and assistance with child support matters; and

WHEREAS, while the County is not mandated to provide or fund these services, funding of these services helps prevent the need for more costly services and improves access to existing services; and

WHEREAS, appropriating County funds to a non-profit to provide legal assistance to persons who are unable to afford private legal counsel is authorized by Minn. Stat. § 375.167.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement with Legal Assistance of Dakota County, Ltd., in an amount not to exceed \$70,995 for the period of January 1, 2025 through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

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

BE IT FURTHER RESOLVED, That the grant agreement shall contain a provision that allows the County to immediately terminate the grant agreement 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: 6

8.11 Resolution No: 24-569
Authorization To Execute Contract With Cantata Health Solutions LLC For Electronic Health Records System

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County Social Services solicited proposals on January 8, 2024, from qualified vendors for an Electronic Health Record (EHR) System Solution; and

WHEREAS, the software solution is required to improve quality, safety, efficiency, care coordination for Social Service's mobile crisis response, crisis stabilization, mental health and substance use disorder services; and

WHEREAS, this software will create efficiencies in operations for administrative functions, care documentation and coordination, fiscal and data tracking options as well as technology solutions for integrated health, exporting of data, outcome measurement and audit tools; and

WHEREAS, the software will also allow trained staff to customize existing and develop reports leveraging the data within the system; and

WHEREAS, Dakota County received a total of eight proposals, of which three were requested to provide online demonstrations of the software; and

WHEREAS, a panel consisting of Dakota County staff members viewed and scored the demonstrations using evaluation criteria developed by the panel as well as the Information Technology (IT) Department; and

WHEREAS, IT determined that the cloud software, Arize EHR Enterprise, Software as a Service (SaaS) by Cantata Health Solutions LLC is best suited to meet Social Service's needs; and

WHEREAS, Cantata Health Solutions LLC shall furnish the necessary software, equipment, and resources for project management, configuration, installation, software modification, system integrations, documentation, training, and software maintenance and support to provide a complete solution for Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Cantata Health Solutions LLC effective January 1, 2025 through December 31, 2029, in an amount not to exceed \$365,000; and

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

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

Ayes: 6

8.12 Resolution No: 24-570
Ratification Of Grant Application For Children’s Mental Health Respite Care Services And Authorization To Accept Grant Funds And Execute Grant Agreement

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, families of children receiving Rule 79 children mental health (CMH) county case management services are caring for children with a severe emotional disturbance (SED) who have special needs and often have challenging behaviors; and

WHEREAS, respite care services are a frequently requested support service for these families and research has indicated that families who received respite care have fewer out-of-home placements and significantly better service plan outcomes; and

WHEREAS, the grant continues to be used to develop and/or expand planned and emergency respite care services for families and their children receiving Rule 79 children's mental health county case management services; and

WHEREAS, respite care can be provided by a social service or mental health agency, day care provider, family, friends or neighbors, foster care, or other, including inclusive settings such as camps, after school recreation, the YMCA, et cetera; and

WHEREAS, on September 4, 2024, Dakota County Social Services - Children and Family Services submitted an application for CMH Respite Care Services to the Minnesota Department of Human Services in the requested amount of \$203,890 beginning January 1, 2025 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the Children's Mental Health Respite Care Services grant application with the Minnesota Department of Human Services for the period of January 1, 2025 through June 30, 2027 for a total grant amount of \$203,890; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the Minnesota Department of Human Services Children's Mental Health Respite Care Services grant award of \$203,890 and execute a grant agreement for the period of January 1, 2025 through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future

yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

Ayes: 6

8.13 Resolution No: 24-571
Authorization To Execute Contract With Nexus Family Healing

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Children and Families section in the Social Services department and the Juvenile Corrections section in the Community Corrections department require a vendor to provide services at a Dakota County owned facility, 24 hours a day, 7 days a week, 365 days a year, for youth who are placed by county child protection, community corrections, children's mental health, crisis response teams, local law enforcement, or other applicable agencies; and

WHEREAS, Minnesota Statutes, Chapter 245A and Minnesota Rules, parts 2960.0010 to 2960.0710 state the requirement to provide services and the framework by which to provide those services for youth aged 12 to 17; and

WHEREAS, Aspen House provides short-term housing for up to 90 days for up to 12 residents, ages 12-18; and

WHEREAS, County mobile crisis response, juvenile justice, child protection, and children's mental health teams utilize this program when youth temporarily need a safe place to stay away from home while service professionals (social workers, probation officers, therapists) work on reunification or longer-term solutions for the family; and

WHEREAS, the services and programming at Aspen House include family engagement, maintaining family and cultural connections, family therapy, transition planning, and psychoeducation; and

WHEREAS, educational services are provided on-site in partnership with Independent School District 197; and

WHEREAS, Nexus Family Healing has provided these youth shelter support services for Dakota County since Aspen House opened in October 2022; and

WHEREAS, a Request for Proposal (RFP) was released on July 23, 2024, for youth shelter support services and Nexus Family Healing was selected; and

WHEREAS, staff is requesting a contract with Nexus Family Healing for youth shelter support services in a not to exceed amount of \$1,900,000, effective January 1, 2025 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Nexus Family Healing for emergency shelter with support

services for youth funded in a not to exceed amount of up to \$1,900,000 for the period of January 1, 2025 through December 31, 2026, subject to approval by the County Attorney's Office as to form; and

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

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

Ayes: 6

8.14 Resolution No: 24-572

Authorization To Accept Grant Funds From Minnesota Department Of Human Services For Workforce Shortage Efforts, Execute Grant Agreement, And Amend 2024 Social Services Budget

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County created a time limited Workforce and Provider Shortage workgroup from November 2022 through June 2023 to work collaboratively with stakeholders to address the shortage of workers impacting people with disabilities; and

WHEREAS, the workgroup was led by Commissioner Laurie Halverson and Commissioner Mary Liz Holberg along with Social Services Leadership and consisted of people with disabilities, their family members, state agency leaders and private sector leaders; and

WHEREAS, the workgroup focused on learning about the impact the workforce shortage is having on people with disabilities through listening sessions, learning about what others are doing at a local and statewide level to address the workforce shortage, and brainstorming potential solutions that Dakota County could implement; and

WHEREAS, as part of this work thirteen recommendations were identified; and

WHEREAS, Dakota County's 2024 legislative priorities included a request for a direct appropriation to support the implementation of these recommendations; and

WHEREAS, during the 2024 legislative session the legislature approved MN Law Chapter 125; Article 8; Sec.2; Subd 14; paragraph b that awards Dakota County with the following: \$500,000 in fiscal year 2025 is for a grant to Dakota County for innovative solutions to the disability services workforce shortage; and

WHEREAS, up to \$250,000 of this amount must be used to develop and test an online application for matching requests for services from people with disabilities to available staff and up to \$250,000 of this amount must be used to develop a communities-for-all program that engages businesses, community organizations, neighbors, and informal support systems to promote community inclusion of people with disabilities; and

WHEREAS, staff anticipates this grant will be executed in 2024 and the funds will be immediately available.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the Minnesota Department of Human Services grant funds for a total amount up to \$500,000 for Workforce Shortage efforts; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement effective from date of execution through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

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

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2024 Social Services Budget as follows:

Expense

Program Expense	<u>\$500,000</u>
Total Expense	\$500,000

Revenue

Workforce Shortage Grant	<u>\$500,000</u>
Total Revenue	\$500,000

Ayes: 6

8.15 Resolution No: 24-573
Authorization To Execute Joint Powers Agreements For Sentence To Service Program

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

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

WHEREAS, joint powers agreements (JPA)s are in place with public entities that purchase work crew services through the STS program for non-violent adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, staff is requesting that JPAs are executed for the period of January 1, 2025 through December 31, 2025, at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crew with less than five workers, with the following public entities:

- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620
- City of Farmington in an amount not to exceed \$2,405
- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000

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

- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620
- City of Farmington in an amount not to exceed \$2,405
- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000,

for the period of January 1, 2025 through December 31, 2025, or until completion by the parties of their respective obligations under the joint powers agreements, whichever occurs first, unless earlier terminated by law or according to the provisions of the joint powers agreements, substantially as presented to the Community Services Committee of the Whole on November 19, 2024, subject to approval by the County Attorney’s Office as to form.

Ayes: 6

8.16 Resolution No: 24-574
Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the County is required to administer the Minnesota Family Investment Program (MFIP) program for eligible Dakota County residents; and

WHEREAS, MFIP is funded through Temporary Assistance to Needy Families (TANF) funds and provides public financial assistance, supportive services, and employment and training services with the goal of helping clients achieve sustainable self-sufficiency; and

WHEREAS, the Dakota-Scott Workforce Development Board (WDB) provides a recommendation to the County Board on the MFIP program to better coordinate all training and employment services, including Workforce Innovation and Opportunity Act (WIOA) and TANF programs; and

WHEREAS, a Request for Proposal (RFP) of MFIP employment services was issued on September 22, 2023, and two proposals were received; and

WHEREAS, upon careful review of the proposals, the WDB Evaluation Committee members selected the proposal for Avivo, and the WDB approved the committee's recommendation at its November 17, 2023, meeting; and

WHEREAS, by Resolution No. 23-571 (December 19, 2023), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for MFIP services in an amount not to exceed \$1,043,244 for the period of January 1, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Avivo for Minnesota Family Investment Program employment services in an amount not to exceed \$1,200,000 for the period of January 1, 2025 through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

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

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

Ayes: 6

8.17 Resolution No: 24-575

Authorization To Execute Joint Powers Agreement With City Of Hastings For Wellness Initiatives Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

WHEREAS, in 2008, the state of Minnesota legislature passed a health reform law that created a comprehensive and coordinated health prevention strategy that spans across all of Minnesota's 87 counties and 10 tribal nations; and

WHEREAS, a key component of this reform was to create a Statewide Health Improvement Partnership (SHIP), which invests in preventing chronic disease; and

WHEREAS, SHIP is overseen by the Minnesota Department of Health (MDH) and is administered by local public and tribal health partners and Dakota County Public Health receives an annual grant allocation through MDH to coordinate and fund SHIP strategies; and

WHEREAS, human milk is an infant's first source of healthy nutrition, which supports lifelong positive public health outcomes for both mother and child; and

WHEREAS, an employer is an important support system in achieving sustained lactation goals; and

WHEREAS, adequate lactation accommodations via an employer are a federal legal requirement, but limited resources exist to support employers in accessing technical assistance and other resources to meet this mandate; and

WHEREAS, this initiative with the City of Hastings will support the development of three lactation space(s) for employees and other residents that may need to utilize a lactation space; and

WHEREAS, the initiative will include technical assistance in policy, systems and environmental change to better serve the needs of new parents; and

WHEREAS, SHIP supports community-driven solutions to achieve four main goals including increasing physical activity, improving access to healthy foods, improving mental wellbeing, and reducing the use of, and exposure to, tobacco; and

WHEREAS, SHIP specifically supports and funds community neighborhood organizations, school districts and childcare organizations, health care settings, and other government worksites in wellness policy, systems, and environmental change initiatives; and

WHEREAS, for the past several years, grants have been awarded through a contract process with grantees and this year, Dakota County will enter into a joint powers agreement (JPA) for wellness initiatives via the SHIP grant with the City of Hastings for Worksite Wellness Lactation Support; and

WHEREAS, staff recommends authorization to execute a JPA with the City of Hastings for Worksite Wellness, for the term upon date of execution of the JPA through October 31, 2025, with a total agreement amount not to exceed \$6,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with the City of Hastings for worksite wellness lactation support, for the term upon execution of the joint powers agreement through October 31, 2025, with a total agreement amount not to exceed \$6,000, subject to approval by the County Attorney's Office as to form.

Ayes: 6

8.18 Resolution No: 24-576

Authorization To Execute Joint Powers Agreement With Independent School District 196 For Facility Use For Parent Coach Training, And Registration And Advertisement Support

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, substance use prevention requires education at an early age and Dakota County Public Health is committed to supporting school districts and parents in the common mission of disrupting misinformation that can lead young people to engage with illegal substances; and

WHEREAS, parents are often a first line of defense when it comes to recognizing warning signs and ensuring healthy communication with young people and this training is part of a larger, more comprehensive, goal of parent engagement that creates a strong ecosystem of support around students and encourages healthful practices; and

WHEREAS, Independent School District 196 (ISD 196) will create the registration for this event and will help advertise the opportunity to the

community, inviting all Dakota County residents; and

WHEREAS, the trainer will speak at Eastview High School in 2025; and

WHEREAS, staff recommends authorization to enter into a joint powers agreement with ISD 196 for the use of facility space for training and support registration and advertisement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with Independent School District 196 for the use of facility space for training and support with registration and advertisement for Parent Coach training.

Ayes: 6

8.19 Resolution No: 24-577
Authorization To Provide One-Time Base Equity Adjustment To Non-Temporary, Non-Union County Staff

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, during 2021 and 2022, the County adopted a non-union merit compensation plan and merit matrix which included a combination of base and lump sum merit payments for all non-union employees; and

WHEREAS, the lump sum payments were established due to the economic uncertainty caused by the on-going COVID 19 pandemic; and

WHEREAS, as a result of the lump sum payments, employee advancement through the salary ranges were somewhat stagnated; and

WHEREAS, County staff hired after that time received initial wage rates that were constrained by current staff wages due to internal equity considerations; and

WHEREAS, to reconcile the impact of the lump sum payments in 2021 and 2022, the Human Resources Director recommends a one-time two percent (2%) base increase for all non-temporary, non-union County employees employed as of the first pay period in January 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes a one-time two percent (2%) equity adjustment to all non-temporary, non-union employees, employed by the County as of the first pay period of 2025.

Ayes: 6

8.20 Resolution No: 24-578
Adoption Of 2025 Merit Compensation Policy And Plan Provisions

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, market competitive compensation and pay policy administration are essential to effective and efficient government; and

WHEREAS, the 2024 Merit Compensation Policy and Plan provisions should be amended for application in 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2025 Merit Compensation Policy and Plan to include the following provisions:

- Non-union salary ranges increased 4.25 percent above 2024 non-union salary ranges
- The merit matrix provides for a combination of 0.0 percent to 8.25 percent base adjustments

; and

BE IT FURTHER RESOLVED, That participating employees' 2025 salaries shall be established in the context of and consistent with these provisions; and

BE IT FURTHER RESOLVED, That the Human Resources Director is hereby authorized to update, edit and amend the 2024 Merit Compensation Policy and Plan for application in 2025.

Ayes: 6

9. County Board/County Administration

9.1 Resolution No: 24-579

Authorization To Execute 2025-2026 Labor Agreement With AFSCME Local 306 Unit

Motion: Mary Hamann-Roland

Second: Mike Slavik

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with AFSCME Local 306 unit for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 3, 2024, and subject to approval by the County's contracted labor counsel as to form.

Ayes: 6

9.2 Resolution No: 24-580

Authorization To Execute 2025-2026 Labor Agreement With AFSCME Local 450 Unit

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

authorizes the appropriate County officials to execute the Labor Agreement with AFSCME Local 450 unit for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 3, 2024, and subject to approval by the County's contracted labor counsel as to form.

Ayes: 6

- 9.3** Resolution No: 24-581
Authorization To Execute 2025-2026 Labor Agreement With AFSCME Local 693 Unit

Motion: Mary Hamann-Roland

Second: Mike Slavik

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with AFSCME Local 693 unit for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 3, 2024, and subject to approval by the County's contracted labor counsel as to form.

Ayes: 6

- 9.4** Resolution No: 24-582
Authorization To Execute 2025-2026 Labor Agreement With Law Enforcement Labor Services Licensed Deputies Unit

Motion: Mary Hamann-Roland

Second: Mike Slavik

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with Law Enforcement Labor Services Licensed Deputies unit for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 3, 2024, and subject to approval by the County's contracted labor counsel as to form.

Ayes: 6

10. Enterprise Finance and Information Services

- 10.1** Report On Invoices Paid In October 2024

Information only; no action requested.

- 10.2** Resolution No: 24-583
Scheduling Of Public Hearing To Receive Comments On Capital Improvement Program (CIP) Bonds

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County (County) has prepared its Five-Year Capital Improvement Program (CIP), as a multi-year guide to the construction and/or

improvement of county roads, county ditches, county facilities, county parks and the acquisition of capital equipment and technology; and

WHEREAS, the CIP has been developed in accordance with the provisions of Minn. Stat. § 373.40, and (i) covers the five-year period beginning with the date of its adoption; and (ii) sets forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenues to pay for the improvement; and

WHEREAS, the CIP and annual amendments to the CIP are not effective until approved by the County Board of Commissioners after public hearing; and

WHEREAS, Dakota County intends to issue its capital improvement program bonds (Bonds) in an amount not to exceed \$36,700,000 to finance the construction of various capital improvements, as described in the CIP, pursuant to Minn. Stat. § 373.40, including the Lebanon Hills Maintenance Facility Project, Wentworth Library Renovation Project, and Burnhaven Library Renovation Project; and

WHEREAS, the Board, following a published notice in the official county newspaper, will conduct a public hearing at 9:00 a.m. on January 7, 2025, in the Boardroom, at the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive public comment on the CIP and the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, That the Finance department is hereby authorized and directed to cause notice of the public hearing to be published in the official County newspaper not less than fourteen days nor more than twenty-eight days prior to the date of the hearing.

Ayes: 6

10.3 Resolution No: 24-584

Authorization To Execute Contract With SFM Risk Solutions, Inc. For Administration Of Workers' Compensation Claims

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County purchases services for the administration of workers' compensation claims; and

WHEREAS, the current contract with SFM Risk Solutions, Inc. will expire on December 31, 2024; and

WHEREAS, the staff from the Office of Risk Management evaluated available services through a review of the marketplace for third party administration services (TPA); and

WHEREAS, the results of the review showed that SFM Risk Solutions, Inc.

continues to be cost competitive for workers' compensation claim TPA services; and

WHEREAS, the Risk and Homeland Security Manager recommends SFM, Inc. as the Dakota County's provider of workers' compensation claims management services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Services Director to execute a contract with SFM Risk Solutions, Inc., for a five-year term, January 1, 2025, through December 31, 2029, in an amount not to exceed \$239,498, subject to approval by the County Attorney's Office as to form.

Ayes: 6

11. Physical Development

11.1 Resolution No: 24-585

Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Community Development Agency (CDA) administers the entitlement funds of the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program for Dakota County, special allocations of the CDBG and ESG programs for activities that prevent, prepare for and respond to the coronavirus, and a special allocation of HOME American Rescue Plan Act funds; and

WHEREAS, funds expended from previously approved projects for Fiscal Years 2019-2024 of the CDBG, HOME, and ESG programs and special allocations must be ratified by the Dakota County Board of Commissioners; and

WHEREAS, the CDBG entitlement and special allocation expenses during the timeframe of July 1, 2024-September 30, 2024, totaled \$290,061.33; and

WHEREAS, the HOME entitlement and special allocation expenses during the timeframe of July 1, 2024-September 30, 2024, totaled \$357,819.58; and

WHEREAS, the ESG entitlement and special allocations expenses during the timeframe of July 1, 2024-September 30, 2024, totaled \$20,742.42; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the requisitions to the U.S. Department of

Housing and Urban Development for \$809,434.71 for July 1, 2024-September 30, 2024, as presented.

Ayes: 6

11.2 Resolution No: 24-586

Authorization To Execute Subrecipient Agreement Between Dakota County And Dakota County Community Development Agency For HOME-ARP Funds

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the counties of Anoka, Dakota, Ramsey, Washington and the City of Woodbury (referred 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 as amended, which sets forth regulations governing the applicability and use of funds under Title II (HOME Program); and

WHEREAS, Dakota County is designated as the Lead Agency for the Dakota County HOME Consortium and is responsible for certain administrative and reporting functions of the HOME Program as required by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the HOME Program for Dakota County; and

WHEREAS, the American Rescue Plan Act of 2021 was signed into law on March 11, 2021, and appropriated \$5 billion in ARP funds to be administered through the HOME Program at the local level to respond to the COVID-19 pandemic; and

WHEREAS, the Dakota County HOME Consortium HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) allocation is \$8,762,411, and the Dakota County portion is \$3,253,282; and

WHEREAS, HOME-ARP funds can only be used for four activities: acquisition and development of non-congregate shelter units, development and support of affordable housing, tenant based rental assistance, and provision of supportive services; and

WHEREAS, HOME-ARP activities must primarily benefit four qualifying populations including individuals and families who are homeless or at risk of becoming homeless, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and other vulnerable populations, including individuals and families with incomes at or below 30 percent Area Median Income; and

WHEREAS, HUD has approved the Dakota County HOME Consortium HOME-ARP Plan, which allocates the HOME-ARP funds to the development of

a future non-congregate shelter, future affordable housing projects at sites to be determined, and grant administration.

NOW, THEREFORE, BE IT RESOLVED, That the Chair of the Dakota County Board of Commissioners is hereby authorized to execute a subrecipient agreement with the Dakota County Community Development Agency for the administration of the Dakota County HOME Consortium HOME Investment Partnerships American Rescue Plan Program, subject to approval by the County Attorney's Office as to form.

Ayes: 6

11.3 Resolution No: 24-587
Approval Of Substantial Amendments To 2021 Dakota County HOME Consortium Program

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County is a Participating Jurisdiction for the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the counties of Anoka, Dakota, Ramsey, and Washington and the City of Woodbury (referred to together as the "Dakota County HOME Consortium") created a consortium under Title I of the Cranston-Gonzalez National Affordable Housing Act (Act) for purposes of acting as a participating jurisdiction under the Act and HOME Investment Partnerships Program Final Rule 24 CFR Part 92, which, as amended, sets forth regulations governing the applicability and use of funds under Title II; and

WHEREAS, Dakota County is designated as the Lead Agency for the Dakota County HOME Consortium, responsible for certain administrative and reporting functions of the HOME Program; and

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

WHEREAS, the HOME Program requires that 15 percent of a jurisdiction's HOME allocation be used for eligible activities by nonprofit organizations that qualify as Community Housing Development Organizations (CHDO); and

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

WHEREAS, CDA staff recommends substantial amendments to the 2021 Dakota County HOME Consortium Program to decrease the budget of the 2021 CHDO Rental activity by \$300,000, create and fund the 2021 CHDO Homeowner activity with a budget of \$300,000, cancel the 2021 Tenant-Based

Rental Assistance activity, and reallocate the funds totaling \$18,000 to the 2021 Rental activity; and

WHEREAS, public notice of the substantial amendments was placed in the *Star Tribune* on November 1, 2024, and on the CDA and Dakota County websites, in accordance with the approved Citizen Participation Plan process, and no public comments were received on the proposed amendments.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the substantial amendments to the 2021 Dakota County Consortium HOME Investment Partnerships Program.

Ayes: 6

11.4 Resolution No: 24-588

Authorization To Execute Detour Agreement No. 1057869 With Minnesota Department Of Transportation For Trunk Highway 3 In City Of Rosemount

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County is partnering with the Minnesota Department of Transportation (MnDOT) on State Project (SP) No. 1921-107; and

WHEREAS, construction work will begin in 2025 on Trunk Highway (TH) 3 to construct a roundabout and associated work on Trunk Highway (TH) 3 at 142nd Street West; and

WHEREAS, detours will divert TH 3 traffic onto County State Aid Highway (CSAH) 38 (McAndrews Road), CSAH 31 (Pilot Knob Road), and CSAH 42 (150th Street West); and

WHEREAS, Minn. Stat. § 161.25 authorizes the Commissioner of Transportation to designate any public street or highway as a temporary TH detour when it is determined that such detour is necessary for the construction or maintenance of any TH; and

WHEREAS, MnDOT Agreement No. 1057869 allows the State to reimburse the County approximately \$39,390 for the road life consumed by the detour based on the income determined by the "Gas Tax Method" in accordance with the Detour Management Study Final Report; and

WHEREAS, executing this agreement is necessary for the State to reimburse the County for road consumption from the detour and for the project to continue; and

WHEREAS, the \$39,3900 will be deposited in the Transportation Capital Improvement Program fund; and

WHEREAS, staff recommends executing Agreement No. 1057869 with MnDOT

to accept reimbursement for SP 1921-107 TH 3 detour on CSAHs 38, 31, and 42.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Agreement No. 1057869 with the Commissioner of Transportation of the State of Minnesota for the County to receive the State's reimbursement of \$39,390 for the road life consumed by the Trunk Highway 3 detour through State Project 1921-107, subject to approval by the County Attorney's Office as to form.

Ayes: 6

11.5 Resolution No: 24-589

Authorization To Amend 2024 Transportation Capital Improvement Program Budget, Execute Joint Powers Agreement With City Of Rosemount And Advance Acquisition For Intersection Improvement At County State Aid Highway 42 And Biscayne Avenue In Rosemount, County Project 42-179

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Rosemount (City) are incorporating County Project (CP) 42-179 into respective 2025 Capital Improvement Program documents; and

WHEREAS, CP 42-179 is the reconstruction and signalization of the County State Aid Highway (CSAH) 42 and Biscayne Avenue intersection and restricted access conversion of the CSAH 42 and Business Parkway intersection in the City of Rosemount; and

WHEREAS, CP 42-179 is the result of coordination with the City and Independent School District 196 for the proposed Rosemount Middle School at the southeast quadrant of CSAH 42 and Biscayne Avenue; and

WHEREAS, County staff evaluated the proposed middle school traffic impact assessment in conjunction with the County Highway 42 Management Plan (2022) and the area growth in development to determine recommendations for the improvements of CP 42-179; and

WHEREAS, CP 42-179 requires realignment of Biscayne Avenue to eliminate the skewed intersection and correct deficient sight lines and safety standards needed for the installation of a traffic signal; and

WHEREAS, the geometry improvements will require right of way acquisition from Parcel ID 34-64851-02-040; and

WHEREAS, Parcel ID 34-64851-02-040 is currently on the open market as a 1.5-acre commercial property with a list price of \$948,710; and

WHEREAS, the parcel has received interest from a developer to install a carwash with intentions to build in 2025, but a purchase agreement has not

been executed; and

WHEREAS, the parcel is owned by KJ Walk, who has indicated willingness to work with the County and City on an open market acquisition for the entire 1.5-acre parcel but is not interested in a partial acquisition; and

WHEREAS, an advanced right of way acquisition of the entire 1.5-acre parcel at the asking price of \$948,710 is recommended to prevent the development of the parcel and higher acquisition costs in the future; and

WHEREAS, County Real Estate staff conducted a market analysis of recent commercial property sales that were of similar location and size and determined the asking price of \$948,710 (\$12.84/acre) to be fair and justified; and

WHEREAS, staff recommends authorization to enter into a purchase agreement with KJ Walk for Parcel ID 34-64851-02-040 at the asking price of \$948,710; and

WHEREAS, a budget amendment to the 2024 Transportation Capital Improvement Program Budget is necessary to establish budget for CP 42-179 in 2024 to proceed with the advanced right of way acquisition; and

WHEREAS, sufficient funds exist in the Transportation Sales and Use Tax account to proceed with the budget amendment; and

WHEREAS, staff recommends a budget amendment of \$948,710 for CP 42-179 to allow the advanced acquisition of Parcel ID 34-64851-02-040; and

WHEREAS, a joint powers agreement is necessary to establish roles, responsibilities, and cost share for the right of way acquisition with the City to ensure the project follows the 2040 Dakota County Transportation Plan Cost Share Policy.

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a purchase agreement with KJ Walk for the advanced right of way acquisition of Parcel ID 34-64851-02-040 for a purchase price of \$948,710, in accordance with County Policy and subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the joint powers agreement with the City of Rosemount to define roles and responsibilities for advanced right of way acquisition and cost sharing for County Project 42-179, in accordance with County Policy, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2024 Transportation Capital

Improvement Program Budget is hereby amended as follows:

Expense	
County Project 42-179	<u>\$948,710</u>
Total Expense	\$948,710

Revenue	
Transportation Sales and Use Tax	<u>\$948,710</u>
Total Revenue	\$948,710

Ayes: 6

- 11.6** Resolution No: 24-590
Sponsorship Of Snowmobile Club Grant-In-Aid Program Applications To Minnesota Department Of Natural Resources And Authorization To Execute Related Agreements

Motion: Mary Hamann-Roland Second: Mike Slavik

WHEREAS, Dakota County area snowmobile clubs are eligible for State grants for assistance in developing, maintaining, and grooming snowmobile trails located within Dakota County; and

WHEREAS, sponsorship by a local government unit is required by the Minnesota Department of Natural Resources (DNR) for State grants for local snowmobile trail development and maintenance; and

WHEREAS, the Dakota Trail Association, Inc., the Inver Grove Heights Connections Snowmobile Club, and the Waterford Warriors Snowmobile Club, Inc. (Clubs) have requested that Dakota County sponsor grant applications for the 2024-2025 grant year and subsequent years unless the grant program requirements are changed; and

WHEREAS, the Clubs agree to provide maintenance and grooming for their respective trails and meet benchmarks or pay for penalties imposed for failing to satisfy any benchmarks, in accordance with the DNR’s snowmobile trail program, with the County serving primarily as a pass-through agency; and

WHEREAS, this approach bases payments upon County certification that program benchmarks, including having the trails prepared and ready to be opened, adequate grooming, post-season closure, and the submission of required paperwork, are achieved; and

WHEREAS, DNR staff has agreed to give written consent for the County to assign the certification of benchmarks from the County to the Clubs, including allowing the County to assign the tasks and duties required by the grants to the respective snowmobile clubs and on condition that the snowmobile clubs execute assignment agreements with the County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves sponsorship of the Snowmobile Club Grant-in-Aid Program applications of Dakota Trail Association, Inc., the Inver Grove Heights Connections Snowmobile Club, and the Waterford Warriors Snowmobile Club, Inc., for the 2024-2025 grant year and subsequent years, unless the grant program requirements are changed by the Minnesota Department of Natural Resources for trail development and maintenance funds, under the same sponsorship terms as the County has agreed to in the past; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute assignment agreements with the Dakota Trail Association, Inc., the Inver Grove Heights Connections Snowmobile Club, and the Waterford Warriors Snowmobile Club, Inc., subject to approval by the County Attorney's Office as to form, with the County serving primarily as a pass-through agency; and

BE IT FURTHER RESOLVED, That unless the Snowmobile Club Grant-in-Aid Program requirements change, the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute grant agreements with the Minnesota Department of Natural Resources to receive trail development and maintenance funds as a sponsor for the Dakota Trail Association, Inc., the Inver Grove Heights Connections Snowmobile Club, and the Waterford Warriors Snowmobile Club, Inc., subject to approval of the County Attorney's Office as to form.

Ayes: 6

11.7 Resolution No: 24-591

Authorization To Award Construction Contract And Execute Joint Powers Agreement With City Of Inver Grove Heights For Safe Routes To School Improvements On County State Aid Highway 28 In Inver Grove Heights, County Project 28-66

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 28-66; and

WHEREAS, CP 28-66 in Inver Grove Heights will include the preliminary design for pedestrian and bicycle safety, Safe Routes to School (SRTS) improvements, and traffic signal improvements along CSAH 28 (80th Street East) between Babcock Avenue and Boyd Avenue in Inver Grove Heights; and

WHEREAS, the SRTS crossing improvements were separated into an independent construction project to meet funding deadlines; and

WHEREAS, Dakota County is the lead agency for CP 28-66; and

WHEREAS, the Minnesota Department of Transportation selected CP 28-66 to

receive \$250,000 of SRTS grant funds; and

WHEREAS, a grant agreement for the SRTS funds must be completed by the end of 2024 or funds will be withdrawn; and

WHEREAS, to allow for CP 28-66 to complete a grant agreement before the end of 2024, staff is requesting the County Board authorize the County Manager the authority to award the construction contract to the lowest responsible bidder, consistent with County Policies, provided the award does not require a budget amendment; and

WHEREAS, a joint powers agreement (JPA) between the County and the City of Inver Grove Heights is necessary to outline cost participation, preliminary and final design responsibilities, future maintenance responsibility, and construction for CP 28-66; and

WHEREAS, the cost participation for the Project outlined in the JPA will be in accordance with the adopted Cost Share Policy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the County Manager to award the construction contract for CP 28-66 to the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the project; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement between Dakota County and the City of Inver Grove Heights for the design and construction of County Project 28-66.

Ayes: 6

11.8 Resolution No: 24-592

Award Of Bid And Authorization To Execute Contract With Ultimate One Transportation, Inc., For Interoffice And Library Mail Delivery Services

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County uses a contracted delivery service to move interoffice mail, library books, and related materials between locations; and

WHEREAS, this delivery service model has worked well for the past nine years; and

WHEREAS, the current contract ends on December 31, 2024; and

WHEREAS, the request for bid(s) was publicly advertised on October 11, 2024; and

WHEREAS, bids were received and tabulated on October 25, 2024; and

WHEREAS, the current vendor has submitted the lowest responsive and responsible bid using their current service and staffing model; and

WHEREAS, the 2025 rates reflect a six percent decrease from the current 2024 rates; and

WHEREAS, staff recommends that the County Board award a contract to Ultimate One Transportation, Inc., for interoffice and library mail delivery services in an amount not to exceed \$95,000.

NOW, THEREFORE, BE IT RESOLVED, That the County Board hereby authorizes the Facilities Management Director to execute a contract with Ultimate One Transportation, Inc., 2978 Cleveland Avenue North, Roseville, Minnesota 55113, for interoffice and library mail delivery services in an amount not to exceed \$95,000, from January 1, 2025, through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute up to two additional one-year contract extensions provided that: (1) the County determines that the Contractor has satisfactorily performed the contracted services; (2) the total contract price is included in the County's budget for the applicable year; and (3) the cost of services are consistent with the 2026 and 2027 bid amounts of \$97,800 and \$102,600 respectively, subject to approval by the County Attorney's Office as to form.

Ayes: 6

11.9 Resolution No: 24-593
Authorization To Execute License Agreement Between Dakota County And Nexus Family Healing For Space Located At Aspen House

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, in 2022, Dakota County acquired a 5,787-square-foot property to be used as a youth shelter for up to 12 individuals per night, now referred to as the Aspen House; and

WHEREAS, Community Services staff has again contracted with Nexus Family Healing to manage the operation of the shelter; and

WHEREAS, for Nexus Family Healing to operate in a County-owned facility, a license agreement for use of that space is required; and

WHEREAS, the Dakota County Board of Commissioners must approve all leases and licenses for space use; and

WHEREAS, the Aspen House will be used entirely by Nexus Family Healing to provide services; and

WHEREAS, Nexus Family Healing will manage all aspects of youth care in addition to most of the day-to-day operations, including maintenance and utilities; and

WHEREAS, Dakota County will retain management of three key items, including property insurance through Risk Management, the parking lot access agreement with the neighboring church through Facilities Management, and life/safety requirements through Facilities Management; and

WHEREAS, staff from Facilities Management, Community Services, and Nexus Family Healing have agreed to license terms for their space; and

WHEREAS, the license terms provide for a 90-day notice of termination to align with the contract for services term; and

WHEREAS, the County Board finds that the license is consistent with the County’s interest in cooperating with Nexus Family Healing to provide space in the Dakota County Aspen House.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a license agreement, substantially as attached, with Nexus Family Healing for use of approximately 5,787 square feet of space in the Aspen House for the period of January 1, 2025, through December 31, 2026, at the following rates, subject to the approval of the County Attorney’s Office as to form:

January 1, through December 31, 2025 \$5,280 per year or \$440 per month

January 1, through December 31, 2026 \$5,280 per year or \$440 per month

Ayes: 6

11.10 Resolution No: 24-594

Approval Of Right Of Way Acquisition For Trail Easement For Veterans Memorial Greenway In City Of Eagan, County Project P00147

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient regional greenway transportation system, Dakota County is proceeding with the Veterans Memorial Greenway County Project (CP) P00147; and

WHEREAS, CP P00147, Phase II, will entail the construction of about two miles of shared-use trail in Eagan and Inver Grove Heights, including a bridge over State Trunk Highway 3; and

WHEREAS, Dakota County is the lead agency for design, construction

administration, and right of way acquisition necessary in 2024 for construction to begin in 2025; and

WHEREAS, the acquisition of permanent and temporary construction easements from four private property parcels is necessary; and

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

20-58500-04-070 - Jacquelynne and Scott Baker - Parcel 3

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 16, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said greenway easement contains approximately 6,027 square feet.

10-44300-01-170 - Robert Snyder - Parcel 4

A temporary easement for greenway purposes over, under, and across the south 15.00 feet of the north 75.27 feet of Lot 17, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 17, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement contains approximately 1,500 square feet.
Said greenway easement contains approximately 6,027 square feet.

10-44300-01-180 - Nicole Medin - Parcel 5

A temporary easement for greenway purposes over, under, and across the south 15.00 feet of the north 75.27 feet of Lot 18, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 18, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement contains approximately 1,467 square feet.
Said greenway easement contains approximately 5,894 square feet.

10-66400-01-010 - St. Thomas Becket Church - Parcel 6

A temporary easement for greenway purposes over, under, and across that part of Lot 1, Block 1, St. Thomas Becket Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 1; thence South 00 degrees 06 minutes 18 seconds West, assumed bearing along the west line of said Lot 1 a

distance of 92.82 feet; thence North 89 degrees 57 minutes 28 seconds East a distance of 245.63 feet; thence easterly a distance of 60.75 feet along a tangential curve concave to the north having a radius of 250.00 feet and an internal angle of 13 degrees 55 minutes 23 seconds; thence North 76 degrees 02 minutes 05 seconds East, tangent to said curve, a distance of 33.38 feet; thence easterly a distance of 18.60 feet along a tangential curve concave to the south having a radius of 80.62 feet and a central angle of 13 degrees 13 minutes 17 seconds; thence North 89 degrees 15 minutes 22 seconds East, tangent to said curve, a distance of 26.40 feet; thence southeasterly a distance of 38.69 feet along a tangential curve concave to the southwest having a radius of 58.24 feet and a central angle of 38 degrees 03 minutes 35 seconds; thence South 52 degrees 41 minutes 03 seconds East, tangent to said curve, a distance of 49.61 feet; thence easterly a distance of 84.39 feet along a tangential curve concave to the north having a radius of 151.51 feet and a central angle of 31 degrees 54 minutes 47 seconds to the point of beginning; thence northeasterly a distance of 152.56 feet along a tangential curve concave to the northwest having a radius of 151.51 feet and an internal angle of 57 degrees 41 minutes 36 seconds; thence North 37 degrees 42 minutes 33 seconds East, tangent to said curve, a distance of 3.56 feet; thence northeasterly a distance of 19.21 feet along a tangential curve concave to the southeast having a radius of 24.00 feet and a central angle of 45 degrees 51 minutes 51 seconds; thence North 83 degrees 34 minutes 24 seconds East, tangent to said curve, a distance of 115.65 feet to the east line of said Lot 1; thence South 04 degrees 20 minutes 18 seconds West along said east line a distance of 46.03 feet; thence South 04 degrees 06 minutes 40 seconds West along said east line a distance of 77.50 feet; thence North 82 degrees 32 minutes 58 seconds West a distance of 119.07 feet; thence North 05 degrees 40 minutes 19 seconds East a distance of 31.66 feet; thence North 88 degrees 19 minutes 06 seconds West a distance of 16.33 feet; thence westerly a distance of 35.87 feet along a non-tangential curve concave to the south having a radius of 175.92 feet, a central angle of 11 degrees 40 minutes 52 seconds, and a chord that bears South 89 degrees 48 minutes 11 seconds West; thence southwesterly a distance of 85.61 feet along a non-tangential curve concave to the southeast having a radius of 256.05 feet, a central angle of 19 degrees 09 minutes 25 seconds, and a chord that bears South 76 degrees 24 minutes 44 seconds West; thence North 33 degrees 50 minutes 28 seconds West, not tangent to said curve a distance of 15.43 feet to the point of beginning.

A permanent easement for greenway purposes over, under, and across that part of Lot 1, Block 1, St. Thomas Becket Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying northerly of the following described line:

Commencing at the northwest corner of said Lot 1; thence South 00 degrees 06 minutes 18 seconds West, assumed bearing along the west line of said Lot 1 a distance of 92.82 feet to the point of beginning of the line to be described; thence North 89 degrees 57 minutes 28 seconds East a distance of 245.63 feet; thence easterly a distance of 60.75 feet along a tangential curve concave to the

north having a radius of 250.00 feet and an internal angle of 13 degrees 55 minutes 23 seconds; thence North 76 degrees 02 minutes 05 seconds East, tangent to said curve, a distance of 33.38 feet; thence easterly a distance of 18.60 feet along a tangential curve concave to the south having a radius of 80.62 feet and a central angle of 13 degrees 13 minutes 17 seconds; thence North 89 degrees 15 minutes 22 seconds East, tangent to said curve, a distance of 26.40 feet; thence southeasterly a distance of 38.69 feet along a tangential curve concave to the southwest having a radius of 58.24 feet and a central angle of 38 degrees 03 minutes 35 seconds; thence South 52 degrees 41 minutes 03 seconds East, tangent to said curve, a distance of 49.61 feet; thence easterly a distance of 236.95 feet along a tangential curve concave to the north having a radius of 151.51 feet and a central angle of 89 degrees 36 minutes 23 seconds; thence North 37 degrees 42 minutes 33 seconds East, tangent to said curve, a distance of 3.56 feet; thence northeasterly a distance of 19.21 feet along a tangential curve concave to the southeast having a radius of 24.00 feet and a central angle of 45 degrees 51 minutes 51 seconds; thence North 83 degrees 34 minutes 24 seconds East, tangent to said curve, a distance of 115.65 feet, more or less, to the east line of said Lot 1 and said line there terminating.

Said temporary easement contains approximately 15,353 square feet.
Said greenway easement contains approximately 68,014 square feet.

; and

WHEREAS, the parcels have been appraised, and offers are being prepared for a total appraised value of \$198,100; and

WHEREAS, the Veterans Memorial Greenway Phase II property acquisition and closing costs are eligible for a 75 percent Acquisition Opportunity Fund (AOF) grant through the Metropolitan Council (MC); and

WHEREAS, an AOF grant can be submitted to the MC after a purchase agreement is signed by the Physical Development Director and the property owners; and

WHEREAS, if the County is awarded an AOF grant by the MC for the properties, the Chair of the County Board of Commissioners is required to sign an Agreement and Restrictive Covenant (ARC) with the MC; and

WHEREAS, there is adequate MC and County AOF matching funds in the approved 2024 Parks Capital Improvement Program budget for the property acquisition; and

WHEREAS, the 2024 Parks Capital Improvement Program Budget includes sufficient funds for CP P00147 right of way acquisition.

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

Commissioners hereby approves the appraised values prepared by Patchin Messner Valuation Counselors for the acquisition of the right of way for County Project P00147 and authorizes County staff, in its discretion, to share the appraisal data with the respective landowners, including all or portions of the completed appraisals as part of the negotiations process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of right of way for County Project P00147 at the approved appraised values and, in accordance with County policy, authorizes payment from the 2024 Parks Capital Improvement Program Budget; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to execute a purchase agreement with the respective owners to acquire easements on their property, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit an Acquisition Opportunity Fund grant request to the Metropolitan Council to receive up to 75 percent of the property acquisition costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute an Agreement and Restrictive Covenant with the Metropolitan Council, which is required by the Metropolitan Council as part of an Acquisition Opportunity Fund grant agreement; and

BE IT FURTHER RESOLVED, That following acquisition of the properties, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$148,575 of reimbursement funds that will be returned to the 2024 Parks Capital Improvement Program.

Ayes: 6

11.11 Resolution No: 24-595

Authorization To Accept Donation Of Regional Greenway Trail Easement From City Of Eagan For Veterans Memorial Greenway, County Project P00147

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners approved the Rich Valley Regional Greenway Master Plan, now known as the Veterans Memorial Greenway (Greenway) Master Plan since its 2020 renaming; and

WHEREAS, the Greenway Master Plan identified the land within the existing Lakeside Park, in Eagan as the preferred alignment for a segment of the Greenway trail location; and

WHEREAS, the 2024 Parks Capital Improvement Program has adequate fund balance to construct a new section of the Greenway trail on the City of Eagan's

property; and

WHEREAS, Eagan is supportive of granting an easement to the County and for the County to construct a new regional greenway trail on its property; and

WHEREAS, the City held a public hearing on the proposed regional trail easement on November 5, 2024, and the City Council approved donating the Eagan property easement on November 5, 2024.

NOW, THEREFORE, BE IT RESOLVED, the Dakota County Board of Commissioners hereby authorizes acceptance of a 37,855 square foot regional greenway trail easement from the City of Eagan, which is located on their property in Lakeside Park for a section of the Veterans Memorial Greenway Regional Trail, approved as to form by the County Attorney’s Office.

Ayes: 6

11.12 Resolution No: 24-596

Authorization To Accept Donation Of Regional Greenway Trail Easements From City Of Inver Grove Heights For Veterans Memorial Greenway, County Project P00147

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners approved the Rich Valley Regional Greenway Master Plan, now known as the Veterans Memorial Greenway (Greenway) Master Plan since its 2020 renaming; and

WHEREAS, the Greenway Master Plan identified the land within the existing Southern Lakes Park and Rich Valley Park, in Inver Grove Heights as the preferred alignment for various segments of the Greenway trail location; and

WHEREAS, the 2024 Parks Capital Improvement Program has adequate fund balance to construct a new section of the Greenway trail on the City of Inver Grove Heights’s property; and

WHEREAS, Inver Grove Heights is supportive of granting an easement to the County and for the County to construct a new regional greenway trail on its property; and

WHEREAS, the City Council approval for donating a regional greenway trail on the Rich Valley Park property and a greenway corridor easement on the Southern Lakes Park City properties will be determined early 2025.

NOW, THEREFORE, BE IT RESOLVED, the Dakota County Board of Commissioners hereby authorizes acceptance of a 267,808 square-foot regional greenway trail easement and a 3,453 square-foot regional greenway corridor easement from the City of Inver Grove Heights, on their property in Rich Valley Park and Southern Lakes Park for sections of the Veterans Memorial Greenway

Regional Trail, approved as to form by the County Attorney's Office.

Ayes: 6

11.13 Resolution No: 24-597

Authorization To Enter Into Cooperative Agreement For Construction To Build New Bridge Over Trunk Highway 3 In City Of Eagan With Minnesota Department Of Transportation, Veterans Memorial Greenway, County Project P00147

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners approved the Rich Valley Regional Greenway Master Plan, now known as the Veterans Memorial Greenway (Greenway) Master Plan since its 2020 renaming; and

WHEREAS, the Greenway Master Plan identified a grade-separated crossing of TH 3 land within the MnDOT right of way, in Eagan as the preferred alignment for the Greenway trail location; and

WHEREAS, the 2024 Parks Capital Improvement Program has adequate fund balance to construct a new section of the Greenway trail on the City of Inver Grove Heights's property; and

WHEREAS, the County is the lead agency for the Project; and

WHEREAS, execution of Agreement No. 1057627 will define right of way use, contract award and construction, and maintenance responsibilities for County Project P00147.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Agreement No. 1057627 with the Minnesota Department of Transportation to define right of way use, contract award, construction, and maintenance responsibilities for the new Veterans Memorial Greenway Regional Trail bridge at Trunk Highway 3, subject to approval by the County Attorney's Office as to form.

Ayes: 6

12. Public Safety

12.1 Resolution No: 24-598

Authorization To Amend Joint Powers Agreement With Goodhue County To Board Inmates At Goodhue County Jail

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Sheriff's Office experiences high turnover and a shortage of jail staff placing a strain on operations; and

WHEREAS, the Sheriff's Office continues to board inmates to ease the burden

while staffing numbers recover; and

WHEREAS, Goodhue County has agreed to house Dakota County male and female inmates at the increased cost of \$65 per day, per bed, plus medical and dental costs during the period of January 1, 2025, through December 31, 2025; and

WHEREAS, the term of the agreement is September 1, 2025, through December 31, 2025, with one, one-year optional renewal upon written agreement with the parties.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Sheriff to amend the joint powers agreement with Goodhue County to house male and female inmates at the Goodhue County Jail at the increased rate of \$65 per inmate, per day from January 1, 2025, through December 31, 2025, with one, one-year optional renewal upon written agreement with the parties, subject to approval as to form by the Dakota County Attorney’s Office.

Ayes: 6

13. Public Services and Revenue

13.1 Resolution No: 24-599

Approve Exempt Gambling Permit For Hiawatha Valley Chapter 8 Ducks Unlimited

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

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

WHEREAS, as application for an Exempt Permit to hold a raffle at Gopher Hills Golf Course in Douglas Township has been submitted by Hiawatha Valley Chapter 8 Ducks Unlimited; 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 Hiawatha Valley Chapter 8 Ducks Unlimited to hold an Exempt Permit for a raffle at Gopher Hills Golf Course in Douglas Township on January 13, 2025.

Ayes: 6

REGULAR AGENDA

14. Community Services

14.1 Women, Infant, And Children Program Update

Public Health Director Coral Ripplinger and Public Health Supervisor Katie Galloway briefed this item and responded to questions. This item was on the agenda for informational purposes only.

Informational only; no action requested.

15. Enterprise Finance and Information Services

15.1 Update On December Changes To 2025 County Manager’s Recommended Budget

Finance Director Paul Sikorski briefed this item and responded to questions. This item was on the agenda for informational purposes only.

Information only; no action requested.

16. Closed Executive Session

**16.1 Resolution No: 24-600
Settlement Authority For Acquisition Of Certain Property Rights Necessary For
County Project 9-56**

Motion: Mike Slavik

Second: Liz Workman

This item did not go into closed session.

WHEREAS, in 2023, Dakota County (County) completed County Project (CP) 9-56 in the City of Lakeville to provide a safe and efficient transportation system; and

WHEREAS, CP 9-56 was a joint project between Dakota County and the City of Lakeville which included the reconstruction of County State Aid Highway (CSAH) 9 and the construction of 179th Street between Highview Avenue and CSAH 23 (Cedar Avenue), and pavement preservation and intersection improvements along CSAH 23 between 179th Street and CSAH 9 in the City of Lakeville; and

WHEREAS, to construct the project, the County acquired certain property rights by eminent domain proceedings from Lakeville 2004, LLC (Owner) identified by Dakota County Right of Way Map No. 490 as Parcel 13; and

WHEREAS, on November 21, 2024, the Dakota County Attorney's Office provided a confidential memorandum to the Dakota County Board of Commissioners explaining the legal strategy for accomplishing Dakota County's acquisition of the property rights identified in Dakota County Right of Way Map No. 490 as Parcel 13; and

WHEREAS, the County Attorney and Transportation Department staff

recommend approval of the settlement agreement as being a fair and equitable settlement of the action in view of the impacts to the property, real estate market data, the time, additional expense and risk involved in continued litigation and belief that the settlement represents an appropriate allocation of the prospects for success if the matter is allowed to proceed to a commissioners' hearing.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement with Lakeville 2004, LLC for the acquisition of property rights identified by Dakota County Right of Way Map No. 490 as Parcel 13 for a total amount of \$72,259.97 as being in the best interest of Dakota County, and authorizes the County Attorney to arrange for final payment of the acquisition amount and to effectuate final settlement of the acquisition.

Ayes: 6

16.2 Resolution No: 24-601
Settlement Authority For Acquisition Of Certain Property Rights Necessary For County Project 32-65 (Parcel 1, TE 1, DU 14 and TE 14)

Motion: Liz Workman

Second: William Droste

This item did not go into closed session.

WHEREAS, to provide a safe and efficient transportation system, Dakota County (County) is partnering with the City of Inver Grove Heights to proceed with County Project (CP) 32-65 (the Project); and

WHEREAS, the County is the lead agency for the Project; and

WHEREAS, by Resolution No. 24-111, the County Board of Commissioners (Board) authorized the acquisition of certain properties identified in the resolution and initiation of quick-take eminent domain pursuant to Minn. Stat. §117.042, if necessary, to construct the recommended improvements; and

WHEREAS, to accomplish the Project, the County acquired fee title to a portion of real property owned by R & M Holdings, LLC and a temporary construction easement over the remaining real property of R & M Holdings, LLC, identified by Dakota County Right of Way Map No. 516 as Parcel 1 and T.E. PAR. 1; and

WHEREAS, R & M Holdings, LLC alleged market higher values for Parcel and T.E. PAR. 1 from those offered by the County; and

WHEREAS, the County and R & M Holdings, LLC have agreed, subject to Board approval, to settle all damages caused by the taking of Parcel 1 and T.E. PAR. 1 whereby the County pays R & M Holdings, LLC \$810,000; and

WHEREAS, to accomplish the Project, the County also acquired a permanent drainage and utility easement and a temporary construction easement over a portion of real property owned by 10900 Rich Valley, LLC identified by Dakota

County Right of Way Map No. 516 as D&U PAR. 14 and T.E. PAR. 14; and

WHEREAS, 10900 Rich Valley, LLC alleged certain claims against the County concerning the cost to cure resulting from the encroachment as part of the Project; and

WHEREAS, the County and 10900 Rich Valley, LLC have agreed, subject to Board approval, to settle all damages caused by the taking of D&U PAR. 14 and T.E. PAR. 14 whereby the County pays 10900 Rich Valley, LLC \$35,000; and

WHEREAS, on November 25, 2024, the Dakota County Attorney's Office provided a confidential memorandum to the Board explaining the legal strategy accomplishing Dakota County's acquisition of the property rights identified by Dakota County Right of Way Map No. 516 as Parcel 1, T.E. PAR. 1, D&U PAR. 14, and T.E. PAR. 14; and

WHEREAS, the County Attorney and Transportation Department staff recommend approval of the settlement agreements as being fair and equitable settlements of the actions in view of the impacts to the properties, real estate market data, the time, additional expense and risk involved in continued litigation and believe the settlements represent appropriate allocation of the prospects for success if the matters are allowed to proceed to commissioners' hearings.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement with R & M Holdings, LLC, for acquisition of property identified in Dakota County Right of Way Map 516 as Parcel 1 and T.E. PAR. 1 in the total amount of \$810,000 as being in the best interest of Dakota County and authorizes the County Attorney to arrange for final payment of the acquisition amount and to effectuate final settlement of the acquisition; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement with 10900 Rich Valley, LLC, for acquisition of property identified in Dakota County Right of Way Map 516 as D&U PAR. 14 and T.E. PAR. 14 in the total amount of \$35,000 as being in the best interest of Dakota County and authorizes the County Attorney to arrange for final payment of the acquisition amount and to effectuate final settlement of the acquisition.

Ayes: 6

16.3 Resolution No: 24-602

Closed Executive Session: Discussion Of Legal Strategy In Tory Hart v. Dakota County et al.

Motion: Mary Hamann-Roland

Second: Liz Workman

The time being 10:34 a.m. and pursuant to public notice, the County Board recessed to Conference Room 3A, Administration Center, to conduct in accordance with Minnesota Statutes sections 13D.021 and 13D.03 a Closed

Executive Session to discuss the legal strategy in Tory Hart v. Dakota County et al.

The following were present:

Commissioner Mike Slavik, District 1

Commissioner Joe Atkins, District 2

Commissioner Laurie Halverson, District 3

Commissioner Bill Droste, District 4

Commissioner Liz Workman, District 5

Commissioner Mary Hamann-Roland, District 7

Kathy Keena, County Attorney

Tom Donely, First Assistant County Attorney

Will Topka, Attorney/Civil

Lucie O'Neill, Attorney/Civil

Alexis Zimmer, Civil Division Law Clerk

Sarah Fenske, Risk Management Coordinator

Jenny Groskopf, Risk and Homeland Security Manager

Marti Fischbach, Community Services Director

Nikki Conway, Social Services Children and Family Services Director

Heid Welsch, County Manager

Jeni Reynolds, Clerk to the Board

The Closed Executive Session continued until 11:20 a.m., at which time the Board reconvened the County Board meeting with all members present.

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

WHEREAS, the parties engaged in mediation on November 21, 2024; and

WHEREAS, the plaintiff provided the defendants with a settlement offer at mediation for presentation to the County Board; and

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

WHEREAS, pursuant to Minn. Stat. § 13D.0, subd. 3(b), the County Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Dakota County Board meeting on December 3, 2024, to recesses to Conference Room 3A, Administration Center, Hastings, MN to discuss with the Dakota County Attorney the legal strategy in Tory Hart, trustee for the heirs and next-of-kin of E.K.A.H. v. Dakota County, et al.

Ayes: 6

16.4 Resolution No: 24-603
Settlement Approval In Tory Hart v. Dakota County et. al.

Motion: Laurie Halverson

Second: Mike Slavik

Following Closed Executive Session, the Board reconvened in the Boardroom and a motion and second were made to approve the following action.

WHEREAS, Tory Hart, trustee for the heirs and next of kin of Eli Hart, (Plaintiff) commenced a lawsuit against Dakota County (County); and

WHEREAS, the parties mediated the case on November 21, 2024; and

WHEREAS, the mediator made a mediator's proposal on November 21, 2024, of \$2,250,000 for a full, final, and complete settlement and release of all claims; and

WHEREAS, Plaintiff accepted the proposal and the County Attorney's Office agreed to bring the proposal to the Dakota County Board of Commissioners (Board); and

WHEREAS, on November 25, 2024, the County Attorney's Office provided a confidential memorandum to the Board explaining the legal strategy in this matter; and

WHEREAS, the Board discussed the matter with the County Attorney's Office in a closed executive session on December 3, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement and release of claims in Tory Hart, trustee for the heirs and next of kin of Eli Hart v. County of Dakota et al., Case No. 22-CV-02035, Federal District Court, District of Minnesota, for a total amount of \$2,250,000, and authorizes the County Attorney's Office to arrange for final payment of \$2,250,000 and to effectuate final settlement of the acquisition.

Ayes: 5

Mike Slavik, Joe Atkins, Laurie Halverson, William Droste, and Mary Hamann-Roland

Nay: 1

Liz Workman

17. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

18. County Manager's Report

County Manager Heidi Welsch shared with the Board that Employment and Economic Assistance Deputy Director Mark Jacobs will be honored with an Association of Minnesota

Counties (AMC) Award at the annual conference next week.
Community Services Director Marti Fischbach introduced the new Social Services Children and Family Director Nikki Conway.

19. Information

19.1 Information

See Attachment for future Board meetings and other activities.

20. Adjournment

**20.1 Resolution No: 24-604
Adjournment**

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 11:24 a.m.

Ayes: 6

Joe Atkins
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-3959

Agenda #: 6.1

Meeting Date: 12/17/2024

DEPARTMENT: Library

FILE TYPE: Consent Action

TITLE

Approval Of Library Advisory Committee Bylaws

RESOLUTION

WHEREAS, by Resolution No. 14-400 (August 12, 2014), the Dakota County Board established the Library Advisory Committee; and

WHEREAS, the Dakota County Board updated the Gift Acceptance Policy 1570; and

WHEREAS, the Dakota County Board increased the per diem rate for public advisory committees; and

WHEREAS, the Dakota County Library updated the Library Advisory Committee bylaws to reflect those changes; and

WHEREAS, the Dakota County Library made other changes for clarity and are administrative in nature; and

WHEREAS, the Library Advisory Committee requests the Dakota County Board approve the updated bylaws.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the amendments to the Library Advisory Committee bylaws.



Board of Commissioners

Request for Board Action

Item Number: DC-4011

Agenda #: 6.2

Meeting Date: 12/17/2024

DEPARTMENT: Human Resources

FILE TYPE: Consent Action

TITLE

Approval Of Revisions To Policy 3241 (Flex Leave) And Policy 3160 (Compensation Guidelines)

RESOLUTION

WHEREAS, the Human Resources Department periodically reviews and recommends revisions to policies to maintain and enhance the effective and responsive provision of human resource services in the County; and

WHEREAS, the proposed revisions are recommended for Policy 3241 (Flex Leave):

- Added language to contemplate required employees during public emergency or weather event under Minn. Stat. § 181.9447.
- Added language to exempt paid time off beyond that required by law under Minn. Stat. § 181.9447.
- Various administrative language changes.

; and

WHEREAS, the proposed revisions are recommended for Policy 3160 (Compensation Guidelines):

- Add Initial Probationary Period Compensation to reflect a 12-month probationary period and standards for probationary pay increases.
- Modify title for Promotion and Transfer Probationary Period Compensation.
- Various administrative language changes.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the proposed revisions to Policy 3241 Flex Leave and Policy 3160 Compensation Guidelines and authorizes the Human Resources Director to modify said policy accordingly.



Board of Commissioners

Request for Board Action

Item Number: DC-4048

Agenda #: 7.1

Meeting Date: 12/17/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Grant Agreement And Accept Grant Funds From Minnesota Department Of Health For Local Public Health Grant And Foundational Public Health Responsibilities Grant

PURPOSE/ACTION REQUESTED

Authorize execution of the grant agreement and acceptance of grant funds from the Minnesota Department of Health (MDH) for Local Public Health Grant (LPHG) and Foundational Public Health Responsibilities Grant (FPHRG).

SUMMARY

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

Minnesota's public health system is described as a state and local partnership that has existed since the mid-1800s. This partnership, known as the community health services (CHS) system enables state and local government to combine resources to serve public health needs in an efficient, cost-effective way. In 1976, the Minnesota Legislature created Minn. Stat. §145A, the Minnesota Local Public Health Act, which identified six areas of responsibility that all local public health departments in Minnesota are required to provide. LPHG funds were developed and allocated to local public health to address the essential public health services which include assuring an adequate local public health infrastructure; promoting healthy communities and healthy behaviors; preventing the spread of infectious disease; protecting against environmental health hazards; preparing for and responding to disasters and assisting communities in recovery; and assuring the quality and accessibility of health services. The current LPHG supports 12.75 full-time equivalents (FTEs) of Public Health staff.

In 2023, Minnesota adopted a national framework, the Foundational Public Health Responsibilities, to address an aging public health system and to better align with national efforts to transform Minnesota's public health system. The framework outlines five community-specific services (foundational areas) and eight foundational capabilities that all governmental public health systems must have, as where you live should not determine your level of health protection. During the 2023 session, the Minnesota Legislature allocated funds to local community health boards to fulfill foundational public health responsibilities. This ongoing, annual funding is also a legislative

component of the LPHG used to specifically strengthen local and tribal public health departments. The current FPHRG supports 1.0 FTEs of Public Health staff.

Dakota County Public Health (DCPH) was awarded \$1,281,472 for the LPHG from January 1, 2025, through December 31, 2025, for essential public health services. DCPH was also awarded \$145,707 for the FPHRG from January 1, 2025, through December 31, 2025, to fulfill foundational public health responsibilities. The total grant allocation for January 1, 2025, through December 31, 2025, is \$1,427,179. This stable, ongoing grant will receive annual allocations through December 31, 2029.

OUTCOMES

How much: Currently, LPHG and FPHRG funding covers approximately nine percent of Public Health’s total budget and supports all Public Health’s programs and services.

How well: Public Health has submitted all required LPHG and FPHRG documentation and invoices as directed.

Is anyone better off: LPHG and FPHRG funds will cover approximately nine percent of Public Health’s total budget which ultimately decreases levy funds needed for the budget. It also assures that Dakota County residents receive essential public health services.

RECOMMENDATION

Staff recommends authorization to execute the grant agreement and accept the grant funds in the amount of \$1,427,179, effective January 1, 2025, through December 31, 2029.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The grant award will be included in the 2025 County Manager’s Recommended Public Health Budget.

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

RESOLUTION

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

WHEREAS, Minnesota’s public health system is described as a state and local partnership that has existed since the mid-1800s; and

WHEREAS, this partnership, known as the community health services (CHS) system enables state and local government to combine resources to serve public health needs in an efficient, cost-effective way; and

WHEREAS, in 1976, the Minnesota Legislature created Minn. Stat. §145A, the Minnesota Local Public Health Act, which identified six areas of responsibility that all local public health departments in

Minnesota are required to provide; and

WHEREAS, Local Public Health Grant (LPHG) funds were developed and allocated to local public health to address the essential public health services which includes assuring an adequate local public health infrastructure; promoting healthy communities and healthy behaviors; preventing the spread of infectious disease; protecting against environmental health hazards; preparing for and responding to disasters and assisting communities in recovery; and assuring the quality and accessibility of health services; and

WHEREAS, the current LPHG supports 12.75 full-time equivalents (FTEs) of Public Health staff; and

WHEREAS, in 2023, Minnesota adopted a national framework, The Foundational Public Health Responsibilities, to address an aging public health system and to better align with national efforts to transform Minnesota's public health system; and

WHEREAS, the framework outlines five community-specific services (foundational areas) and eight foundational capabilities that all governmental public health systems must have, as where you live should not determine your level of health protection; and

WHEREAS, during the 2023 session, the Minnesota Legislature allocated funds to local community health boards to fulfill foundational public health responsibilities; and

WHEREAS, this ongoing, annual funding is also a legislative component of the LPHG used to specifically strengthen local and tribal public health departments; and

WHEREAS, the current FPHRG supports 1.0 FTEs of Public Health staff; and

WHEREAS, Dakota County Public Health (DCPH) was awarded \$1,281,472 for the LPHG from January 1, 2025 through December 31, 2025, for essential public health services; and

WHEREAS, DCPH was also awarded \$145,707 for the FPHRG from January 1, 2025, through December 31, 2025, to fulfill foundational public health responsibilities; and

WHEREAS, the total grant allocation for January 1, 2025 through December 31, 2025, is \$1,427,179; and

WHEREAS, this stable, ongoing grant will receive annual allocations through December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Service Director to execute a grant agreement with the Minnesota Department of Health and accept the 2025 grant allocation of \$1,427,179 (\$1,281,472 for the Local Public Health Grant and \$145,707 for Foundational Public Health Responsibilities Grant), and annual allocations thereafter, for the term of January 1, 2025 through December 31, 2029, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years

after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACTS

Department Head: Coral Ripplinger

Author: Coral Ripplinger



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-4086

Agenda #: 7.2

Meeting Date: 12/17/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Accept Grant Funds For Strong Foundations With Minnesota Department Of Health

PURPOSE/ACTION REQUESTED

Authorize acceptance of grant funds for Strong Foundations with the Minnesota Department of Health (MDH).

SUMMARY

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

Public Health has a long history of providing home visiting services to families in Dakota County. The Public Health Department currently utilizes the Strong Foundations grant through MDH to fund these services. The Strong Foundations grant is a combination of state and federal funds for home visiting services supporting women, infants, young children, and families in the community, with the goal of improved outcomes for pregnant people and parents with young children.

By Resolution No. 22-436 (October 18, 2022), the Board approved the application and acceptance of MDH Strong Foundations grant funds in the amount of \$1,259,535 for the first year of the grant, the period of January 1, 2023, through December 31, 2023. The Strong Foundations five-year grant funds will be used exclusively to support the Maternal Early Childhood Sustained Home Visiting (MECSH) evidence-based home visiting model at Dakota County. The Strong Foundations grant will ensure stable funding to provide family home visiting services to county residents over the next five years. This funding will be determined annually and is expected to remain stable.

By Resolution No. 23-276 (June 20, 2023), the Board approved the application and acceptance of MDH implementation of a project to build evidence-based family home visiting program through the MECSH model between June 1, 2023 and December 31, 2024, up to \$150,000. This funding opportunity supplemented Public Health's current Strong Foundations award.

In November 2024, Public Health was notified by MDH that they were awarded \$1,694,916, which includes MDH's formula of \$1,626,100 along with the MECSH trainer amount of \$68,816, for the period of January 1, 2025 through December 31, 2025, which is \$194,001 over the County

Manager’s recommended 2025 budget.

OUTCOMES

How Much?

The number of families and home visits has increased since the pandemic and is projected to continue to increase in 2025.

- 2022 families served: 642
- 2023 families served: 742
- 2024 projected families served: 800

How Well?

Incremental change in important maternal and child outcomes for families who are enrolled in the family home visiting program:

- In 2022, 92 percent of children were up to date with immunizations. In 2023, 93 percent of children were up to date, up one percent from 2022.
- In 2022, 59 percent of children had their nine-month well-child checkup completed before one year of age. In 2023, 90 percent of children in family home visiting had a 9-month well-child check by one year of age, up 31 percent from 2022.

Are we better off?

In 2023, the percent of singleton babies born at healthy weight by mothers seen prenatally by the family home visiting program was 98 percent, which exceeds the county target of 90 percent.

RECOMMENDATION

Staff recommends authorization to accept grant funds for Strong Foundations with MDH in the amount of \$1,694,916, which includes MDH’s formula of \$1,626,100 along with the MECOSH trainer amount of \$68,816, for January 1, 2025 through December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The County Manager’s recommended 2025 budget includes \$1,500,915 in funds for this grant, and since the award for 2025 from MDH is \$1,694,916, which includes MDH’s formula of \$1,626,100 along with the MECOSH trainer amount of \$68,816, Public Health will return to the board in early 2025 to obtain board authorization to amend the 2025 Public Health Budget to add the additional \$194,001.

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

RESOLUTION

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

WHEREAS, Public Health has a long history of providing home visiting services to families in Dakota County; and

WHEREAS, the Public Health Department currently utilizes the Strong Foundations grant through MDH to fund these services; which is a combination of state and federal funds for home visiting services supporting women, infants, young children, and families in the community, with the goal of improved outcomes for pregnant people and parents with young children; and

WHEREAS, by Resolution No. 22-436 (October 18, 2022), the Board approved the application and acceptance of MDH Strong Foundations grant funds in the amount of \$1,259,535 for the first year of the grant, the period of January 1, 2023 through December 31, 2023; and

WHEREAS, the Strong Foundations five-year grant funds will be used exclusively to support the Maternal Early Childhood Sustained Home Visiting (MECSH) evidence-based home visiting model at Dakota County; and

WHEREAS, the Strong Foundations grant will ensure stable funding to provide family home visiting services to county residents over the next five years, which will be determined annually and is expected to remain stable; and

WHEREAS, by Resolution No. 23-276 (June 20, 2023), the Board approved the application and acceptance of MDH implementation of a project to build evidence-based family home visiting program through the MECSH model between June 1, 2023 and December 31, 2024, up to \$150,000, which supplemented Public Health's current Strong Foundations award; and

WHEREAS, in November 2024, Public Health was notified by MDH that they were awarded \$1,694,916, which includes MDH's formula of \$1,626,100 along with the MECSH trainer amount of \$68,816, for the period of January 1, 2025 through December 31, 2025, which is \$194,001 over the County Manager's recommended 2025 budget; and

WHEREAS, the County Manager's recommended 2025 budget includes \$1,500,915 in funds for this grant, and since the award for 2025 from MDH is \$1,694,916, which includes MDH's formula of \$1,626,100 along with the MECSH trainer amount of \$68,816, Public Health will return to the board in early 2025 to obtain board authorization to amend the 2025 Public Health Budget to add the additional \$194,001.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Service Director to accept Strong Foundations grant funds in the amount of \$1,694,916, which includes the Minnesota Department of Health's formula of \$1,626,100 along with the Maternal Early Childhood Sustained Home Visiting trainer amount of \$68,816 for the period of January 1, 2025 through December 31, 2025, which is \$194,001 over the County Manager's recommended 2025 budget; and

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

PREVIOUS BOARD ACTION

22-436; 10/18/22

23-276; 6/20/23

ATTACHMENTS

Attachment: None.

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACTS

Department Head: Coral Ripplinger

Author: Tracy Howard



Board of Commissioners

Request for Board Action

Item Number: DC-4039

Agenda #: 8.1

Meeting Date: 12/17/2024

DEPARTMENT: Attorney

FILE TYPE: Consent Action

TITLE

Authorization To Execute Agreements To Provide Legal Services To Community Development Agency, Dakota County Drug Task Force, Dakota 911, And Metropolitan Library Service Agency

PURPOSE/ACTION REQUESTED

Authorize the County Attorney to execute agreements to provide legal services to the Community Development Agency, Dakota County Drug Task Force, Dakota 911, and Metropolitan Library Service Agency.

SUMMARY

The Dakota County Attorney's Office is currently providing legal services to the Dakota County Community Development Agency (CDA), Dakota County Drug Task Force (DCDTF), Dakota 911 (formerly Dakota Communications Center) and Metropolitan Library Service Agency (MELSA) pursuant to legal services agreements. The agreements will expire on December 31, 2024. The County Attorney's Office is willing to continue providing certain legal services for each agency and is not aware of any current conflict of interest between the County Attorney's Office's representation of Dakota County and its continued representation of these agencies. If a conflict arises during the course of representation, the County Attorney's Office will disclose the conflict and consult with both the County and the applicable agency as to whether continued representation of both parties or either party is possible with the parties' consent.

The new agreements have substantially the same terms as the current agreements. The Agreements with the CDA and with MELSA will have a one-year term, through December 31, 2025. The Agreements with the DCDTF and Dakota 911 will have a two-year term, through December 31, 2026. Legal services will be provided to each agency at a rate of \$229 per hour for attorney time and \$50 per hour for paralegal time in 2025. For DCDTF and Dakota 911, legal services will be provided in 2026 at a rate of \$236 per hour for attorney time and \$51 per hour for paralegal time. Dakota County Finance determined that this hourly rate includes direct and indirect administrative costs for a mid-level senior attorney in the County Attorney's Office.

As in prior years, the Dakota County Attorney's Office will provide DCDTF 60 hours of legal service (inclusive of both attorney and paralegal time) at no cost for each year of the contract. DCDTF will be billed at the applicable hourly rates only after the first 60 hours have been utilized, up to a maximum of \$10,000 annually, regardless of the number of hours billed by the County Attorney's Office.

RECOMMENDATION

The County Manager and the Dakota County Attorney recommend the County Board authorize the Dakota County Attorney to execute the legal services agreements for CDA and MELSA through December 31, 2025, and with DCDTF and Dakota 911 through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The number of hours of legal services the County Attorney’s Office will provide to the CDA, DCDTF, Dakota 911 and MELSA each calendar year is variable and uncertain depending on each agency’s need for legal assistance.

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

RESOLUTION

WHEREAS, the Dakota County Attorney’s Office is currently providing legal services to the Community Development Agency (CDA), Dakota County Drug Task Force (DCDTF), Dakota 911 (formerly Dakota Communications Center) and Metropolitan Library Service Agency (MELSA) pursuant to legal services agreements; and

WHEREAS, those agreements will expire on December 31, 2024; and

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

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

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

WHEREAS, the proposed legal services agreements with the CDA and MELSA will extend through December 31, 2025; and

WHEREAS, the proposed legal services agreements with the DCDTF and Dakota 911 will extend through December 31, 2026; and

WHEREAS, pursuant to the agreements, the County Attorney’s Office will provide legal services to each agency at a rate of \$229 per hour for attorney time and \$50 per hour for paralegal time in 2025 and will provide legal services to DCDTF and Dakota 911 at a rate of \$236 per hour for attorney time and \$51 per hour for paralegal time in 2026; and

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

WHEREAS, Dakota County Finance determined that the hourly rates include direct and indirect administrative costs for a mid-level senior attorney in the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute agreements for legal services, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Dakota Community Development Agency and Metropolitan Library Service Agency through December 31, 2025, and with the Dakota County Drug Task Force and Dakota 911 through December 31, 2026, with the parties each having the ability to terminate the agreement without cause by providing written notice to the other party.

PREVIOUS BOARD ACTION

CDA:

15-593; 11/17/15
17-181; 4/4/17
18-641; 12/18/18
21-048; 1/19/21
22-537; 12/13/22

DCDTF:

20-398; 8/18/20
22-537; 12/13/22

MELSA:

04-597; 12/21/04
13-122; 3/12/13
17-219; 4/18/17
20-045; 1/21/20
22-537; 12/13/22

DAKOTA 911 (formerly Dakota Communications Center):

06-151; 04/04/06
07-120; 03/20/07
22-126; 03/22/22

ATTACHMENTS

Attachment: CDA Legal Services Agreement
Attachment: DCDT CDA Legal Services Agreement F Legal Services Agreement
Attachment: MELSA Legal Services Agreement
Attachment: Dakota 911 Legal Services Agreement

BOARD GOALS

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

CONTACT

Department Head: Tom Donely

Author: Tom Donely

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
FOR LEGAL SERVICES**

This Agreement is made and entered into by and between the County of Dakota, Minnesota (“County”) by and through the Dakota County Attorney’s Office (“Dakota County Attorney’s Office”) and Dakota County Community Development Agency, (“CDA”), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the CDA are also referred to herein as the “parties.”

WHEREAS, the County is a political subdivision of the State of Minnesota, and the Dakota County Attorney’s Office is required by law to provide certain legal services to the County and its Board of Commissioners.

WHEREAS, the CDA is a public body corporate and politic in the State of Minnesota and has all of the powers and duties of a housing and redevelopment authority under Minn. Stat. §§ 469.001 to 469.047 and of a county housing and redevelopment authority under any other related provision of Minnesota law.

WHEREAS, the CDA desires, and the County is willing, to have the County Attorney’s Office provide legal advice and services to the CDA, its committees and the CDA Board, subject to the terms and conditions of this Agreement.

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

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney’s Office to provide legal services to the CDA, as detailed herein, and for the CDA to secure such services from the County Attorney’s Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2025 and shall continue in full force until December 31, 2025 unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney’s Office may provide legal advice and representation to the CDA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney’s Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney’s Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. The CDA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney’s Office. Nothing in this Agreement shall obligate the CDA to obtain legal services from the Dakota County Attorney’s Office.
 - d. Conflicts of Interest. If the Dakota County Attorney’s Office determines that its representation of both the CDA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney’s Office shall notify the Dakota County Manager and the CDA Executive Director of the conflict and its effect on the Dakota County Attorney’s Office’s representation of the CDA and the County and/or County departments. The Dakota County Manager and the CDA Executive Director, with assistance of the Dakota County Attorney’s Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the

information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the CDA subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the CDA Executive Director.

4. **Payment for Services.**

- a. Hourly Rate. The CDA shall pay for legal services at the following rate for the contract term: \$229.00 per hour for attorney time and \$50.00 per hour for paralegal time.
- b. Costs. The CDA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the CDA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice the CDA on a monthly basis for legal services provided to the CDA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the CDA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, the CDA shall make payment to the Dakota County Attorney's Office within 35 calendar days.

5. **General Provisions.**

- a. Independent Contractor. For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney's Office shall be deemed to be independent contractors, and not employees of the CDA. Any and all agents, servants, or employees of the Dakota County Attorney's Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of the CDA, and any and all claims that may or might arise against the CDA, its agents or employees as a consequence of any act or omission on the part of the CDA, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena, or the Dakota County Attorney's Office.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt"). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot

be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

- d. Authorized Representative. The following named persons, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in 5.c. of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

TO THE COUNTY ATTORNEY:

Kathryn M. Keena
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033
(651) 438-4438

TO THE CDA:

Tony Schertler
Executive Director
1228 Town Centre Drive
Eagan, MN 55123
(651) 675-4400

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the CDA, the County Attorney will provide the CDA with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. Data Practices. The CDA and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. The CDA acknowledges that it has entered into this Agreement knowingly and voluntarily. The CDA also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

COUNTY OF DAKOTA

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

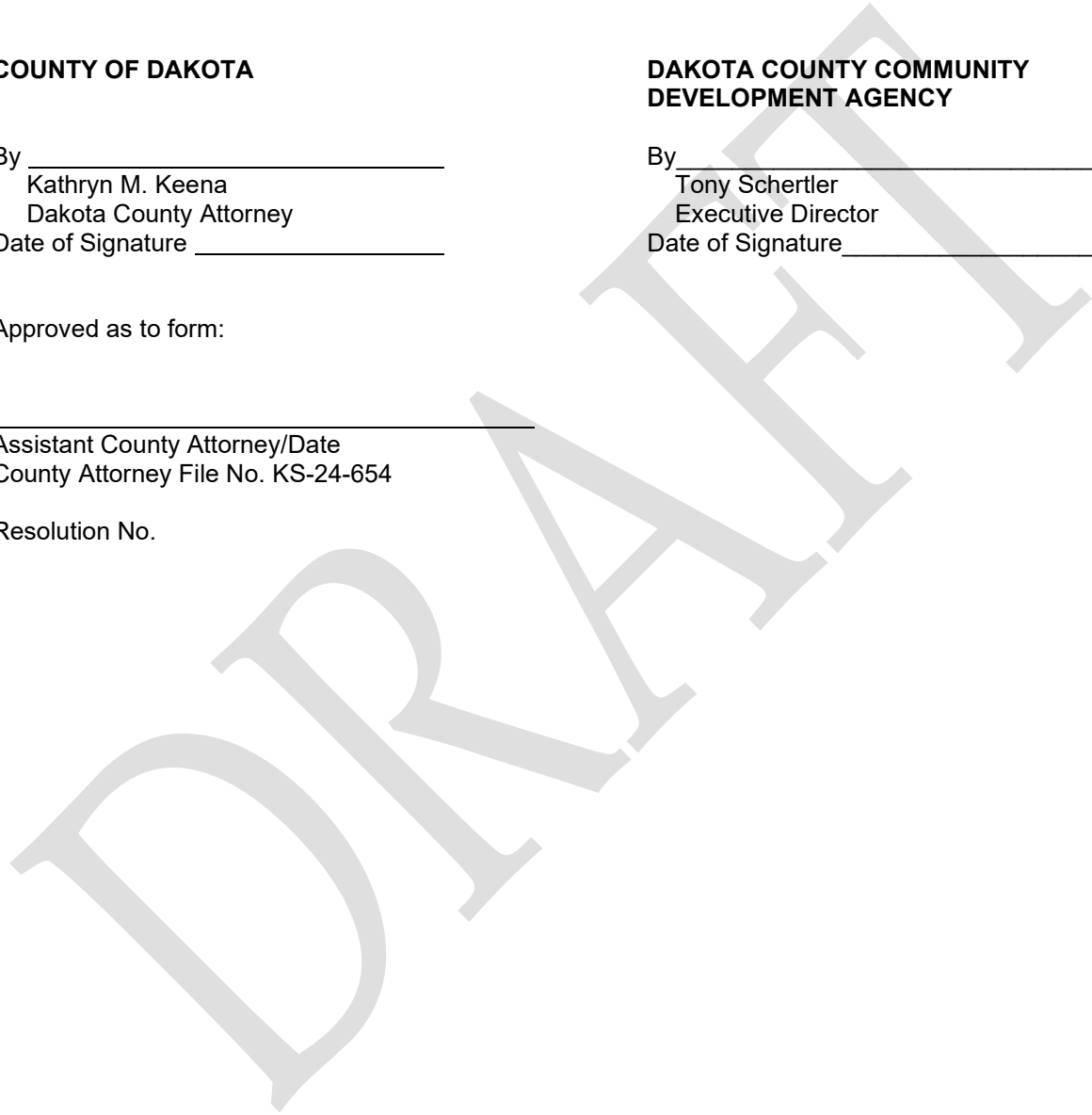
By _____
Kathryn M. Keena
Dakota County Attorney
Date of Signature _____

By _____
Tony Schertler
Executive Director
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No. KS-24-654

Resolution No.



**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE DAKOTA COUNTY DRUG TASK FORCE
FOR LEGAL SERVICES**

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

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

WHEREAS, the DCDTF is established by a joint powers agreement entered into by the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, South St. Paul, West St. Paul, Savage and the County pursuant to Minn. Stat. §471.59.

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

WHEREAS, pursuant to the joint powers agreement establishing the DCDTF, the Drug Task Force Administrative Board (“DCDTF Administrative Board”) has been delegated the authority to enter into any contract necessary for the exercise of its powers or the fulfillment of its duties,

WHEREAS, the DCDTF Administrative Board desires, and the County is willing, to have the County Attorney’s Office provide legal advice and services to DCDTF and the DCDTF Administrative Board, subject to the terms and conditions of this Agreement.

WHEREAS, the County and Kathryn M. Keena, Dakota County Attorney (“County Attorney”), are willing to provide these services.

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

1. Purpose

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

2. Term

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2025 and shall continue in full force until December 31, 2026 unless terminated by either party pursuant to Section 5.e. of this Agreement.

3. Services to be Provided by Dakota County

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

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

4. Payment for Services

- a. Hourly Rate. During the term of this Agreement, the Dakota County Attorney's Office will provide the first 60 hours of legal service each calendar year (inclusive of both attorney and paralegal time) at no cost to the DCDTF. In 2025, DCDTF shall pay for legal services in excess of the initial 60 hours at the rate of \$229.00 per hour for attorney time and \$50.00 per hour for paralegal time. In 2026, DCDTF shall pay for legal services in excess of the initial 60 hours at the rate of \$236.00 per hour for attorney time and \$51.00 per hour for paralegal time. Notwithstanding the foregoing, in each calendar year of this Agreement the amount paid by the DCDTF for services provided in excess of the initial annual 60 hours shall not exceed \$10,000, regardless of the number of hours invoiced by the Dakota County Attorney's Office.

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

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

5. General Provisions

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

TO THE COUNTY:

Kathryn M. Keena
 Dakota County Attorney
 1560 Highway 55
 Hastings, MN 55033
 (651) 438-4438

TO THE DCDTF:

Joshua Fahey
 Dakota County Drug Task Force Commander
 PO Box 21304
 Eagan, MN 55121
 (651) 994-6220

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

Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.

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

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

COUNTY OF DAKOTA

DAKOTA COUNTY DRUG TASK FORCE

Kathryn M. Keena
Dakota County Attorney
Date of Signature _____

Joshua Fahey
Commander, DCDTF
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No. KS-24-657

Resolution No.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE METROPOLITAN LIBRARY SERVICE AGENCY
FOR LEGAL SERVICES**

This Agreement is made and entered into by and between the County of Dakota, Minnesota (“County”) by and through the Dakota County Attorney’s Office (“Dakota County Attorney’s Office”) and the Metropolitan Library Service Agency, (“MELSA”), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and MELSA are also referred to herein as the “parties.”

WHEREAS, the County is a political subdivision of the State of Minnesota, and the County Attorney’s Office is required by law to provide certain legal services to the County and its Board of Commissioners.

WHEREAS, MELSA is an independent joint powers entity established by a joint powers agreement entered into by Anoka County, Carver County, Dakota County, Hennepin County, Ramsey County, Scott County, Washington County, and the City of Saint Paul pursuant to Minn. Stat. §§ 134.20 and 471.59.

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

WHEREAS, MELSA desires, and the County is willing, to have the County Attorney’s Office provide legal advice and services to MELSA, its committees and MELSA Board, subject to the terms and conditions of this Agreement.

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

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney’s Office to provide legal services to MELSA, as detailed herein, and for MELSA to secure such services from the County Attorney’s Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2025 and shall continue in full force until December 31, 2025 unless terminated by either party pursuant to Section 5.E. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney’s Office may provide legal advice and representation to MELSA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney’s Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney’s Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. MELSA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney’s Office. Nothing in this Agreement shall obligate MELSA to obtain legal services from the Dakota County Attorney’s Office.
 - d. Conflicts of Interest. If the Dakota County Attorney’s Office determines its representation of both MELSA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney’s Office shall notify the Dakota County Manager and the Executive Director of MELSA of the conflict and its effect on the Dakota County Attorney’s Office’s representation of MELSA and the County and/or County departments. The Dakota

County Manager and the Executive Director, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the MELSA subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the Executive Director of MELSA.

4. **Payment for Services.**

- a. Hourly Rate. MELSA shall pay for legal services at the following rate for the contract term: \$229.00 per hour for attorney time and \$50.00 per hour for paralegal time.
- b. Costs. MELSA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to MELSA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice MELSA monthly for legal services provided to MELSA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to MELSA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, MELSA shall make payment to the County Attorney's Office within 60 calendar days.

5. **General Provisions.**

- a. Independent Contractor. For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney's Office shall be deemed to be independent contractors, and not employees of MELSA. Any and all agents, servants, or employees of the Dakota County Attorney's Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of MELSA, and any and all claims that may or might arise against MELSA, its agents or employees as a consequence of any act or omission on the part of MELSA, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena, or the Dakota County Attorney's Office.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt"). Receipt is

effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

- d. Authorized Representative. The following named person, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in 5c of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

TO THE COUNTY ATTORNEY:

Kathryn M. Keena
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033
(651) 438-4438

TO MELSA:

Sherry Wichitchu
Executive Director
1619 Dayton Ave, Suite 314
St. Paul, MN 55104
(651) 379-2741

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by MELSA, the County Attorney will provide MELSA with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. Data Practices. MELSA and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. MELSA acknowledges that it has entered into this Agreement knowingly and voluntarily. MELSA also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

COUNTY OF DAKOTA

METROPOLITAN LIBRARY SERVICE AGENCY

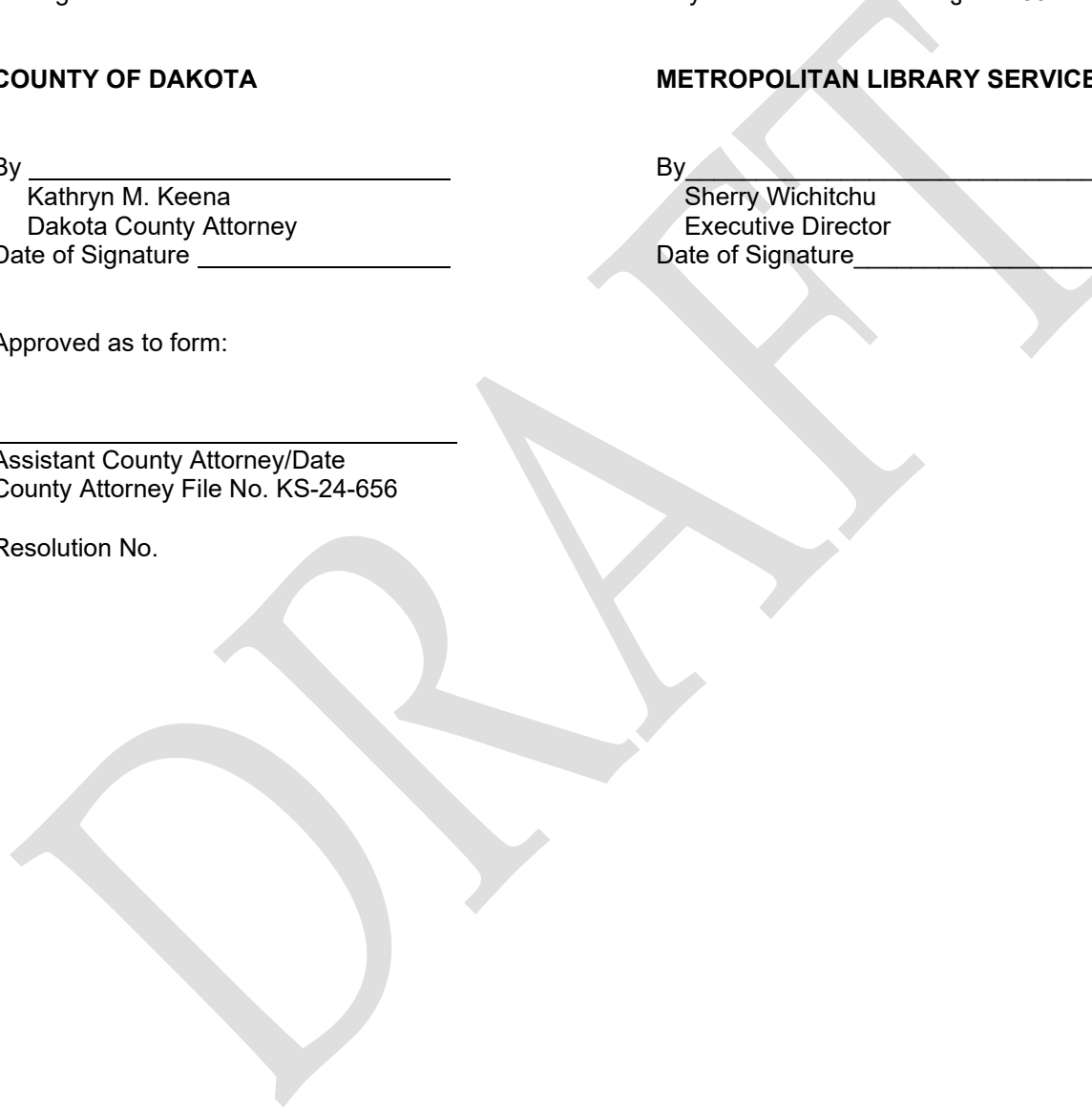
By _____
Kathryn M. Keena
Dakota County Attorney
Date of Signature _____

By _____
Sherry Wichitchu
Executive Director
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No. KS-24-656

Resolution No.



**AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND DAKOTA 911
FOR LEGAL SERVICES**

This Agreement is made and entered into by and between the County of Dakota, Minnesota (“County”) by and through the Dakota County Attorney’s Office (“County Attorney’s Office”) and Dakota 911, pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County Attorney’s Office and Dakota 911 are also referred to herein as the “parties.”

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

WHEREAS, Dakota 911 is established by a joint powers agreement entered into by the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South Saint Paul, West St. Paul, and the County of Dakota pursuant to Minn. Stat. §471.59.

WHEREAS, pursuant to Minn. Stat. § 388.051, the County Attorney’s Office is required by law to provide legal advice and assistance to the County Board of Commissioners and County departments, but is not required to provide legal advice and assistance to Dakota 911.

WHEREAS, Dakota 911 desires, and the County is willing, to have the County Attorney’s Office provide legal advice and services to Dakota 911, its committees and Board, subject to the terms and conditions of this Agreement.

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

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney’s Office to provide legal services to Dakota 911, as detailed herein, and for Dakota 911 to secure such services from the County Attorney’s Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2025 and shall continue in full force until December 31, 2026 unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney’s Office may provide legal advice and representation to Dakota 911, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney’s Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney’s Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. Dakota 911 shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney’s Office. Nothing in this Agreement shall obligate Dakota 911 to obtain legal services from the Dakota County Attorney’s Office.
 - d. Conflicts of Interest. If the Dakota County Attorney’s Office determines that its representation of both Dakota 911 and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional conduct or otherwise), the Dakota County Attorney’s Office shall notify the Dakota County Manager and the Executive Director of Dakota 911 of the conflict and its effect on the Dakota County Attorney’s Office’s representation of Dakota 911 and the County and/or County departments. The Dakota County Manager and the Executive Director, with assistance of the Dakota County Attorney’s Office, shall consult with their respective boards regarding the conflict

of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the Dakota 911 subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the Executive Director of Dakota 911.

4. **Payment for Services.**

- a. Hourly Rate. In 2025, Dakota 911 shall pay for legal services at the rate of \$229.00 per hour for attorney time and \$50.00 per hour for paralegal time. In 2026, Dakota 911 shall pay for legal services at the rate of \$236.00 per hour for attorney time and \$51.00 per hour for paralegal time.
- b. Costs. Dakota 911 shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to Dakota 911 under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice Dakota 911 on a monthly basis for legal services provided to Dakota 911 pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to Dakota 911 and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services.

5. **General Provisions.**

- a. Independent Contractor. For purposes of this Agreement, the County Attorney and staff of the County Attorney's Office shall be deemed to be independent contractors, and not employees of Dakota 911. Any and all agents, servants, or employees of the Dakota County Attorney's Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of Dakota 911, and any and all claims that may or might arise against Dakota 911, its agents or employees as a consequence of any act or omission on the part of Dakota 911, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena, or the Dakota County Attorney's Office.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt"). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot

be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

- d. Authorized Representative. The following named person, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in 5c of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

TO THE COUNTY ATTORNEY:

TO Dakota 911:

Kathryn M. Keena
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033
(651) 438-4438

Heidi Hieserich
Executive Director
2860 160th St. W.
Rosemount, MN 55068
(651) 322-2323

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by Dakota 911, the County Attorney will provide Dakota 911 with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. Data Practices. Dakota 911 and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. Dakota 911 acknowledges that it has entered into this Agreement knowingly and voluntarily. Dakota 911 also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

COUNTY OF DAKOTA

DAKOTA 911

By _____
Kathryn M. Keena
Dakota County Attorney
Date of Signature _____

By _____
Jeff Weisenel
Board Chair
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No. KS-24-655

Resolution No.



Board of Commissioners

Request for Board Action

Item Number: DC-3909

Agenda #: 9.1

Meeting Date: 12/17/2024

DEPARTMENT: Employee Relations

FILE TYPE: Consent Action

TITLE

Adoption Of 2025 Unclassified Employees Merit Compensation Policy And Plan

PURPOSE/ACTION REQUESTED

Adopt the 2025 Unclassified Employees Merit Compensation Policy and Plan.

SUMMARY

Each year the County updates the non-union Merit Compensation Policy and Plan. In the context of and consistent with this Plan, the County also establishes a Merit Compensation Policy and Plan for unclassified employees. This Plan provides a mechanism for the application of County compensation principles of salaries of appointed Department/Division Heads and the County Manager and defines a process for the establishment of Elected Department Heads' and County Commissioner compensation. A plan document for 2025 is attached.

The proposed 2025 Unclassified Merit Compensation Policy and Plan include an updated Notice of Intent to Decline 2025 Salary Increase (attached). The non-union 2025 merit matrix and salary ranges have been added to the Unclassified Employee Merit Compensation Policy and Plan document for clarity.

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

The costs of these provisions are included in the County Manager's recommended 2025 budget.

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

RESOLUTION

WHEREAS, market competitive compensation and effective pay policy administration are essential to effective and efficient government; and

WHEREAS, a Dakota County Pay Equity Compensation Structure has been established; and

WHEREAS, the County maintains a process by which Elected Officials' compensation is determined; and

WHEREAS, the Unclassified Employees' Merit Compensation Policy and Plan should be updated for application in 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts, for application in 2025, the 2024 Unclassified Employees' Merit Compensation Policy and Plan:

- The 2025 Pay Equity Compensation Structure recommended to the Board of Commissioners on November 12, 2024, applies to unclassified employees; and
- The 2025 non-union Merit Matrix provides for five levels of performance with varying merit opportunity based upon performance levels applies to unclassified employees; and
- The non-union 2025 merit matrix and salary ranges have been added to the Unclassified Employee Merit Compensation Policy and Plan document for clarity

; and

BE IT FURTHER RESOLVED, That the participants' calendar or payroll year 2025 salaries shall be established in the context of and consistent with this Plan; and

BE IT FURTHER RESOLVED, That the Human Resources Director is hereby authorized to amend the 2024 Unclassified Employees Merit Compensation Policy and Plan consistent with the above referenced 2025 provisions in Human Resources Policies and Procedures.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: 2025 Unclassified Employees Merit Compensation

Attachment: Notice of Intent to Decline 2025 Salary Increase

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Andy Benish

Author: Andy Benish

~~2024~~2025

**Unclassified Employees
Merit Compensation
Policy & Plan**

DAKOTA COUNTY UNCLASSIFIED EMPLOYEES MERIT COMPENSATION POLICY & PLAN

I. INTRODUCTION

At the direction of the County Board, the ~~Employee Relations~~ Human Resources Department developed a Compensation Plan for appointed unclassified employees which provides for salary increases based on performance only, provides a structure within which Commissioners and Elected Department Head salaries can be administered absent the performance dimension, and constitutes a framework within which indirect compensation elements could be established. The objective of this Plan is to provide a salary structure which is equitable and competitive and which can reward productivity and effectiveness as well as those performance results that support County, Division and Department purposes and objectives.

To ensure the County's ability to attract and retain qualified individuals for its Unclassified positions, competitive salary ranges are provided consistent with pay equity range structure. The ranges are based on both internal relationships established through job evaluation as well as external market influences.

To ensure that movement within salary ranges is performance based, performance criteria including related standards of performance and annual objectives will be established for each appointed position, consistent with overall County purposes and objectives. Review of results achieved by participants will be provided to appropriate levels of management who will make compensation decisions based on relevant criteria.

Elected Department Heads' and Commissioners' compensation is set by County Board action based on the applicable compensation criteria established in this plan and as provided by law.

II. ADMINISTRATIVE GUIDELINES

A. Participation

Participants in the Unclassified Employees Compensation Plan include all Dakota County positions designated and defined as Unclassified in the Dakota County Personnel Act, but limited to:

- ◆ Positions filled by election;
- ◆ Positions for which a county or district court judge is the appointing authority;
- ◆ Positions designated as department heads and appointed by the County Board or the County Manager;
- ◆ Positions designated by the County Board or by law as department heads and filled by a board or commission appointed by the County Board.

Unless otherwise provided for, all new unclassified employees as defined above will participate immediately upon employment.

For the purpose of determining Department Head status with respect to inclusion in this plan, the following criteria drawn from the Minnesota Supreme Court decision, *State ex rel. McGinnis*, 91 N.W.2d at 163, are provided:

1. Does the employee have charge of the work done by the department?
2. Does the work require technical, professional training?
3. Is the employee the highest authority at that level of government as to the official duties?
4. Does the employee supervise all of the work in the department?
5. Does the success of the department depend on the employee's technique?
6. Are the employees in the department under the employee's direction?
7. Are the employee's duties more than merely different from other employees?
8. Does the employee have the power to hire and fire subordinates?

County Commissioners, the County Attorney and County Sheriff will be compensated in the context of this Plan and will have their compensation set annually by action of the County Board, consistent with applicable compensation criteria and as may be required by law. This process will occur during December of each year.

Nothing in this document is to be construed as a guarantee of employment for any fixed period*; or as a commitment to continue the Unclassified Employees' Compensation Plan for more than one calendar year at a time. Participation in this Plan will be to the exclusion of any other compensation consideration, and all resulting salary actions will be based solely on the processes contained in this Compensation Plan, subject to applicable statutes.

* Elected officials' continued employment is governed by law.

B. Plan Update

The ~~Employee Relations~~Human Resources Director will annually review all aspects of the Plan. Any recommended changes due to internal organization modifications, external market factors, necessary programmatic and administrative considerations, or other relevant issues will be proposed to the County Board in a timely fashion, for implementation during the next subsequent plan year.

III. PROGRAM ELEMENTS

A. Policy

It is the policy of Dakota County to provide its employees equitable compensation and financial incentives, to the extent permitted by law, to promote attainment of the highest levels of performance and organization contribution. In addition, the County recognizes that compensation policies are a key factor in the County's ability to attract and retain well-qualified individuals to participate in the achievement of its objectives. The Unclassified Employees' Compensation Plan is based on the principles of equitable compensation relationships, and to the extent possible, it is designed to relate individuals' remuneration to performance and relative contribution to the organization.

B. Post Employment Health Care Savings Plan (PEHCSP)

All Non-union employees have since 2003 been required to participate in a Board adopted PEHCSP. Unclassified employees will participate in the Unclassified Employees Post Employment Health Care Savings Plan and Unclassified Employees PEHCSP provisions are incorporated into this Unclassified Employees Merit Compensation Policy & Plan.

C. Position Classification

Appointed positions will be classified using the Decision Band Method of job evaluation. The results of this process will determine the level and corresponding salary grade of each position. When significant changes occur in a position, a review will be conducted consistent with established County job evaluation procedures and, if indicated, assignment to a different salary grade will be made. If a below-range-minimum condition exists, the incumbents' salary will be set at the salary range minimum.

Elected positions will be placed into the salary grade structure based on the Decision Band Method of job evaluation and related, applicable internal/external salary criteria. Resulting midpoints of assigned salary grades will most nearly reflect the prevailing market rates for the respective positions.

D. Job Grade and Salary Range Structure

Job grades form the framework of the compensation structure. The County's compensation structure for unclassified positions includes job salary grades 110-117. These grades represent increasing levels of position responsibility.

Each salary grade consists of a salary range to which positions having generally equal value have been assigned. Salary grades for all job grades have the following characteristics:

1. The range minimum represents the lowest dollar value to the County (as determined by internal and external equity considerations) of any job assigned to that grade.
2. The range maximum represents the highest dollar value of jobs assigned to the range and serves as a salary cost control mechanism.

Each salary range is segmented into four quartiles. The lowest quartile is generally designed for employees who are new in their job or performers with limited expertise who have not yet achieved a fully satisfactory performance level. The second quartile is designed for employees demonstrating fully satisfactory performance in all phases of the job. The third and fourth quartiles are designed to properly compensate employees who perform at higher levels. Salary ranges, midpoint differentials, and range spreads in this structure are based on the Dakota County Merit Compensation Structure.

E. Performance Determination

1. County Commissioners and Elected Department Heads

County Commissioners, the County Attorney and the County Sheriff will not be subject to the performance analysis/appraisal process.

2. County Manager

Progression within salary ranges for the County Manager is based on an annual appraisal at the end of each year to determine results against defined performance criteria. The rating of the County Manager's annual performance is the basis for subsequent compensation decisions.

The County Manager's performance review process involves three key events through the annual review cycle. At the beginning of the year, the County Board and County Senior Leadership team identify the County's Annual Goals for the year. Mid-year, the County Manager and County Board engage in a feedback process to assess mid-year progress and provide informal feedback about the County Manager's performance to date based on the performance appraisal criteria.

A detailed, formal performance appraisal is conducted by the County Board based on the analysis and materials submitted to substantiate the performance review criteria and a narrative self-review provided by the County Manager to provide context regarding achievements through the annual review cycle. The County Board reviews the completed performance appraisal with the County Manager. Any compensation determination is based on the performance appraisal rating.

The criteria for the County Manager's performance are based on two key performance elements, goals and core competencies. Dakota County's Annual Board Goals and Annual Priorities provides a comprehensive framework for defining and evaluating organizational outcomes for Dakota County. It provides a report of County outcomes that measure annual accomplishment against benchmark measures. Behaviorally defined Core Competencies, identified by the County Board, are used to assess the personal skills and abilities critical to facilitating the processes needed to manage and conduct the County's business.

3. Appointed Participants (Excluding County Manager)

For appointed employees, progression within salary ranges will be based on results against identified performance criteria for each participating position. On an annual basis, the extent to which appointed participants have achieved performance expectations will be evaluated. The results of these evaluations will be the basis for compensation decisions. The Dakota County Performance Management system will be used in this process.

Following the performance review, each appointed participant will develop written performance criteria and annual goals applicable to the function in question, which will be subject to the review and approval of responsible management.

Appointed participants will produce an analysis of specific results accomplished in the context of the predetermined performance criteria and goals prior to their performance review. This analysis will be provided to the employee's immediate supervisor, who will develop a detailed

performance appraisal utilizing the analysis and other materials and information deemed appropriate.

As part of the formal performance appraisal process, appointed employees may be expected to complete an Individual Development Plan (IDP) with their supervisor. Each IDP may contain previously identified areas needing development and corresponding action plans, formal discussions of job and career objectives including current position enrichment, as well as future career expectations. The development areas and career objectives identified should be tied to departmental and county-wide goals.

F. Salary Increase Matrix

This Plan follows the Dakota County Pay Equity Merit Matrix and gravitation toward the range midpoint should occur.

The merit matrix provides recommended percentage increases based on two dimensions: range position (Quartile 1, 2, 3 & 4) and performance rating.

For purposes of the salary increase matrix, salary range position is identified by compa-ratio. This figure represents participants' actual compensation expressed as a percentage of the Q2 of the assigned salary range (i.e. compa-ratio of 100.0 = actual compensation at Q2 of the salary range).

Since Commissioners and Elected Department Heads do not receive performance reviews, the salary increase matrix will apply to those positions only as outlined in Sec. G, 1 & 2. All matrix related compensation considerations are consistent with matrix guidelines contained in the 2020 2025 Merit Compensation Plan.

~~If applying the applicable salary increase matrix to an employee's salary results in a salary that exceeds the Local Government Salary Cap or the Dakota County Salary Cap waiver, the amount of salary exceeding the cap shall be deposited into the Post Employment Health Care Savings Plan.~~

G. Compensation Review

1. County Commissioners

Annual establishment of County Commissioners' compensation will occur following the Unclassified Employees' Compensation Plan update but no later than December 31 of each year. A recommendation of the annual salary of County Commissioners for the next year shall be made by the ~~Employee Relations~~Human Resources Director and County Manager and shall be based upon consistency with Dakota County's compensation structure for unclassified positions or other metro-area market considerations including, but not limited to, the average rate of increases for all metro-area County Commissioners.

Dakota County Commissioners may file an irrevocable notice to individually reject the proposed yearly increase, in part or in full, by completing and signing a notice of salary increase declination (Attachment I). This form must be returned to the ~~Employee Relations~~Human Resources Director on or before the date indicated on the form.

2. Elected Department Heads

Annual review and establishment of elected department head compensation will occur following the Unclassified Employees' Compensation Plan update, but not later than December 31 of each year. Unless otherwise established by the County Board, the annual salaries of elected department heads shall be determined based upon the following designated salary ranges under Dakota County's compensation structure:

- County Attorney: salary grade 115
- County Sheriff: salary grade ~~114~~ 115

Salaries for elected Department Heads will be calculated by determining the previous years' weighted average performance rating based merit increases of appointed Department and Division Heads and applying the resulting increase percentage to the previously established Elected Department Head salary.

Elected Department Heads are eligible to participate in an employer-funded compensation equivalency account consistent with the Elected Department Head Benefits Parity Plan.

~~If the proposed annual compensation of the County Attorney or County Sheriff exceeds the maximum compensation permitted by law to be paid to the County Manager, the elected Department Head will be paid at a rate equal to the maximum compensation permitted by law to be paid to the County Manager.~~ In no event shall an Elected Department Head's base salary exceed the maximum for the designated salary range assigned to the position.

This proposed compensation level will be recommended to the County Board for approval effective January 1.

3. County Manager

Annual review of County Manager's compensation will occur only after a comprehensive performance appraisal. The salary increase matrix will be used as a guide to relate performance to salary range position. Resulting matrix percentages will be applied to the relevant salary range to determine the appropriate annual dollar increase.

Based on the approved performance appraisal, related performance rating and salary increase matrix, the ~~Employee Relations~~ Human Resources Director will compute the specific merit increase. The resulting figure will be applied to the incumbents' compensation, and the sum, will constitute the proposed annual compensation. In no event shall the Manager's base salary exceed the maximum for the designated salary range assigned to the position.

Merit increase recommendations will be forwarded in writing to the County Board for approval, effective January 1.

4. Appointed Participants (Excluding County Manager)

Annual review of appointed participants' compensation will occur only after a comprehensive performance appraisal. The salary increase matrix will be used as a guide to relate performance to salary range position. Resulting matrix percentages will be applied to the relevant salary range to determine the appropriate annual dollar increase.

Based on the approved performance appraisal, related performance rating and salary increase matrix, the ~~Employee Relations~~ Human Resources Director will compute the specific merit increase. It will constitute the proposed annual compensation, subject to the maximum compensation permitted by law.

In no event shall an appointed participant's base salary exceed the maximum for the designated salary range of the position.

Appointed participants' salary levels are normally reviewed annually, but incumbents may receive a performance appraisal and related salary consideration at intervals of less than 12 months. This is to occur only in unusual circumstances.

H. Extra Meritorious Award

The Extra Meritorious Award provides up to a 2% lump sum payment of the employee's salary for recognition of special achievements outside the normal expectations of an employee's position. Extra Meritorious Awards are approved or disapproved by the County Manager after review and consultation with the ~~Employee Relations~~Human Resources Director.

I. Promotion

A promotion is defined as the selection of an internal candidate through the competitive process into a position at a higher salary grade.

At the time of a promotion decision, the employee is reviewed for time worked in the current position since the most recent performance appraisal. All promotional increases will be approved by ~~Employee Relations~~Human Resources. Resulting internal equity and the employee's appropriate placement within the salary range are to be considered when implementing a promotional salary action.

J. Demotion

- *Involuntary*

An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range or classification as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case-by-case basis as approved by ~~Employee Relations~~Human Resources.

- *Voluntary*

A voluntary demotion is defined as the selection of an internal candidate through the competitive process into a position at a lower salary range or classification. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary will be adjusted on a case-by-case basis as approved by ~~Employee Relations~~Human Resources.

- *Reorganization*

If a demotion is the result of reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the new salary range maximum, the salary is frozen until such time as the salary is within the new salary range.

K. Working Out of Grade

Out-of-grade pay may be requested whenever a participant is designated to perform the duties and responsibilities of a vacant position in a higher classification. Out-of-grade pay for unclassified positions will be determined on a case-by-case basis. Appropriate compensation will be approved by the County Manager upon recommendation of the ~~Employee Relations~~Human Resources Director.

L. Market Adjustment

When a specific job class market analysis indicates the assigned salary range midpoint deviates, positively or negatively, from the market by more than 10%, the job class may be placed at an established salary range that most closely corresponds to the applicable market rate. The job class is administered in the context of the adjusted range. All market adjustments will be re-evaluated on an annual basis.

M. Plan Exceptions

The County Manager may approve exceptions to the Plan which do not involve County Manager or elected official compensation. These will generally involve internal and labor market equity considerations or unusual circumstances and will occur only upon the recommendation of the ~~Employee Relations~~Human Resources Director.

N. Policy Implications

The provisions of this Plan supersede any applicable Dakota County ~~Employee Relations~~Human Resources Policies or Procedures.

DAKOTA COUNTY NON-
UNION MERIT COMPENSATION PLAN

20242025 Merit Matrix

The Merit Matrix guidelines provide maximum recommended percentage increases for each level of performance and for each of the four salary quartiles. All below Q2 salary actions are a percentage of the Q2 rate. All above Q2 salary actions are a percentage of the employee's base salary.

Salary Range	PERFORMANCE RATING				
	<i>Exceptional Performance</i>	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	<u>8.25% base</u>	<u>8.25% base</u>	<u>7.25% base</u>	<u>6.25% base</u>	0%
Q3	<u>8.25% base</u>	<u>8.25% base</u>	<u>7.25% base</u>	<u>6.25% base</u>	0%
Q2	<u>8.25% base</u>	<u>8.25% base</u>	<u>7.25% base</u>	<u>6.25% base</u>	0%
Q1	<u>8.25% base</u>	<u>8.25% base</u>	<u>7.25% base</u>	<u>6.25% base</u>	0%

2024-2025 DAKOTA COUNTY
PAY EQUITY COMPENSATION STRUCTURE

<u>Grade</u>	<u>Minimum</u>	<u>Q-1</u>	<u>Midpoint</u>	<u>Q-3</u>	<u>Maximum</u>
<u>100</u>	<u>\$28,481</u>	<u>\$32,041</u>	<u>\$35,601</u>	<u>\$40,052</u>	<u>\$44,502</u>
<u>101</u>	<u>\$31,899</u>	<u>\$35,887</u>	<u>\$39,874</u>	<u>\$44,859</u>	<u>\$49,843</u>
<u>102</u>	<u>\$35,727</u>	<u>\$40,193</u>	<u>\$44,659</u>	<u>\$50,242</u>	<u>\$55,824</u>
<u>103</u>	<u>\$40,014</u>	<u>\$45,016</u>	<u>\$50,018</u>	<u>\$56,271</u>	<u>\$62,523</u>
<u>104</u>	<u>\$44,816</u>	<u>\$50,418</u>	<u>\$56,020</u>	<u>\$63,023</u>	<u>\$70,025</u>
<u>105</u>	<u>\$50,194</u>	<u>\$56,468</u>	<u>\$62,742</u>	<u>\$70,585</u>	<u>\$78,428</u>
<u>106</u>	<u>\$56,217</u>	<u>\$63,244</u>	<u>\$70,271</u>	<u>\$79,055</u>	<u>\$87,839</u>
<u>107</u>	<u>\$62,963</u>	<u>\$70,834</u>	<u>\$78,704</u>	<u>\$88,542</u>	<u>\$98,380</u>
<u>108</u>	<u>\$70,518</u>	<u>\$79,333</u>	<u>\$88,148</u>	<u>\$99,167</u>	<u>\$110,185</u>
<u>109</u>	<u>\$78,981</u>	<u>\$88,854</u>	<u>\$98,726</u>	<u>\$111,067</u>	<u>\$123,408</u>
<u>110</u>	<u>\$88,458</u>	<u>\$99,516</u>	<u>\$110,573</u>	<u>\$124,395</u>	<u>\$138,216</u>
<u>111</u>	<u>\$99,074</u>	<u>\$111,458</u>	<u>\$123,842</u>	<u>\$139,323</u>	<u>\$154,803</u>
<u>112</u>	<u>\$110,962</u>	<u>\$124,833</u>	<u>\$138,703</u>	<u>\$156,041</u>	<u>\$173,379</u>
<u>113</u>	<u>\$124,278</u>	<u>\$139,813</u>	<u>\$155,347</u>	<u>\$174,766</u>	<u>\$194,184</u>
<u>114</u>	<u>\$139,191</u>	<u>\$156,590</u>	<u>\$173,989</u>	<u>\$195,738</u>	<u>\$217,486</u>
<u>115</u>	<u>\$155,894</u>	<u>\$175,381</u>	<u>\$194,868</u>	<u>\$219,227</u>	<u>\$243,585</u>
<u>116</u>	<u>\$174,602</u>	<u>\$196,427</u>	<u>\$218,252</u>	<u>\$245,534</u>	<u>\$272,815</u>
<u>117</u>	<u>\$195,554</u>	<u>\$219,998</u>	<u>\$244,442</u>	<u>\$274,998</u>	<u>\$305,553</u>

DAKOTA COUNTY BOARD OF COMMISSIONERS

Notice of Intent to Decline 2025 Salary

Commissioner:

Decline full 2025 salary increase

- I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive the 2025 salary established by the County Board on December 17, 2024 and elect to receive in 2025 the 2024 salary established by the County Board. I understand that this statement must be filed with the Human Resources Director no later than December 26, 2024.

Decline part of the 2025 salary increase

- I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive part of the 2025 salary established by the County Board on December 17, 2024. Rather than the full increase, I elect to receive a _____ % salary increase in 2025. I understand that this statement must be filed with the Human Resources Director no later than December 26, 2024.

Signature:

Date:



Board of Commissioners

Request for Board Action

Item Number: DC-4069

Agenda #: 9.2

Meeting Date: 12/17/2024

DEPARTMENT: Human Resources

FILE TYPE: Consent Action

TITLE

Establishment Of 2025 Elected Officials' And County Manager's Compensation And Commissioner General Expense Allowance

PURPOSE/ACTION REQUESTED

Establish 2025 Elected Officials' and County Manager's compensation and recommendation of Commissioner General Expense Allowance.

SUMMARY

Elected Officials' and County Manager compensation is reviewed annually. Elected Officials' 2025 compensation must be established before year-end due to statutory requirements that do not provide for retroactive compensation, and which specify that compensation must be set annually.

Proposed 2025 Elected Officials' and County Manager Compensation

All proposed salaries for 2025 have been computed based upon the proposed 2025 Unclassified Merit Compensation Policy and Plan (Plan), relevant statutory provisions and other pay increases provided to County staff. The 2025 salaries are initially established based upon the Unclassified Merit Compensation Policy and Plan. The proposed salaries actually payable in 2025 are established taking into account the Plan's policy which limits the salaries of the County Attorney and County Sheriff to the maximum compensation to be paid to the County Manager. The proposed Plan provides for a 0.0 percent to 8.25 percent base adjustment for 2025. For the purposes of elected officials' pay, the annual salary will be issued in equal payments pursuant the number of annual pay dates in a given year commencing on the first Monday of the year through the Sunday proceeding the first Monday of the following year.

Further, by Resolution No. 24-577 (December 3, 2024), the Board has approved a one-time two percent base adjustment for all non-union staff to address the lump sum payments in lieu of base increases provided to staff in 2021 and 2022. The lump sum payments were established due to the economic uncertainty caused by the on-going COVID 19 pandemic. As a result of the lump sum payments, employee advancement through the salary the salary ranges were somewhat stagnated. Since wage increases for the County Attorney, County Sheriff and County Manager was previously based on the Unclassified Merit Compensation plan, it is recommended that this wage adjustment apply to the Elected Officials and County Manager as well.

In addition to the 2025 wage increases, the Human Resources Director is recommending the County Sheriff position be reclassified from paygrade 114 to paygrade 115 to align with that of the County Attorney's pay grade. A standard five percent base wage increase customarily accompanies a

reclassification. This base wage increase is recommended for the County Sheriff for 2025.

Under the Plan, a recommendation of the annual salary of County Commissioners for the next year shall be made by the Human Resources Director and County Manager and shall be based upon consistency with Dakota County’s compensation structure for unclassified positions and/or other metro-area market considerations. The average pay increases for other metro area County Commissioners in 2025 range from 2.8 percent to 7 percent, averaging 5.2 percent. Based on the metro area average increase of 5.2 percent, the recommendation for the County Commissioner 2025 salary is \$103,582.

Under the proposed Plan the County Manager 2025 salary is \$260,000, the County Attorney 2025 salary is \$240,464, and the Sheriff is \$221,115.

Process By Which A County Commissioner May Decline the 2025 Salary Increase

The Dakota County Board of Commissioners has established a process by which County Commissioners may individually decline their approved annual salary increase, in part or fully. The form to be used by a Commissioner to file an irrevocable notice to decline receipt of the proposed salary increase for 2025 is attached. Prior to December 26, 2024, 4:30 p.m., a Commissioner who wishes to decline the approved salary increase, in part or in full, should complete, sign and return this form to the Human Resources Director. This stipulation is included as a provision of the proposed 2025 Unclassified Employees’ Compensation Plan.

General Expense Allowance

The Dakota County Board of Commissioners has established a general expense allowance pursuant to Minn. Stat. 383D.05. County staff have reviewed expense allowances at other metro area Counties and the current federal reimbursement rates for mileage and per diems. Staff recommend a commissioner general expense allowance for 2025 in the amount of \$6,300 per year per Commissioner.

RECOMMENDATION

Staff recommends adoption of the proposed resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding is included in the County Manager’s recommended 2025 budget.

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

RESOLUTION

WHEREAS, the County Board will adopt the proposed the 2025 Unclassified Employee Merit Compensation Policy and Plan provisions; and

WHEREAS, the County established a process within that Plan by which Elected Officials’ and the County Manager’s compensation is determined and it is necessary that proper compensation be established for all Elected Officials and the County Manager, pursuant to relevant provisions of the proposed 2025 Unclassified Employee Merit Compensation Policy and Plan; and

WHEREAS, it is the policy of Dakota County to provide equitable compensation and financial

incentives.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby establishes in the context of and consistent with the proposed 2025 Unclassified Employees Merit Compensation Policy and Plan and other relevant provisions, Elected Officials' and County Manager's 2025 compensation as follows:

COUNTY COMMISSIONER	*\$103,582
COUNTY MANAGER	\$260,000
COUNTY ATTORNEY	\$240,464
COUNTY SHERIFF	\$221,115

* Prior to 4:30 p.m. on December 26, 2024, a County Commissioner may file with the Human Resources Director an election to decline part or all of their 2025 salary increase. For any Commissioner filing such a declination of part of their 2025 salary increase shall receive their elected portion. A Commissioner filing a declination of their full increase, the 2025 compensation level shall be *\$98,461; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners, in accordance with Minn. Stat. 383D.05, hereby establishes a Commissioner general expense allowance for 2025 in the amount of \$6,300 per year per Commissioner.

PREVIOUS BOARD ACTION

24-577; 12/3/24

ATTACHMENTS

Attachment: Salary Declination Form

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish

DAKOTA COUNTY BOARD OF COMMISSIONERS

Notice of Intent to Decline 2025 Salary

Commissioner:

Decline full 2025 salary increase

- I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive the 2025 salary established by the County Board on December 17, 2024 and elect to receive in 2025 the 2024 salary established by the County Board. I understand that this statement must be filed with the Human Resources Director no later than December 26, 2024.

Decline part of the 2025 salary increase

- I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive part of the 2025 salary established by the County Board on December 17, 2024. Rather than the full increase, I elect to receive a _____ % salary increase in 2025. I understand that this statement must be filed with the Human Resources Director no later than December 26, 2024.

Signature:

Date:



Board of Commissioners

Request for Board Action

Item Number: DC-4065

Agenda #: 9.3

Meeting Date: 12/17/2024

DEPARTMENT: Employee Relations

FILE TYPE: Consent Action

TITLE

Authorization To Execute 2025-2026 Labor Agreement With Human Services Supervisors' Association Unit

PURPOSE/ACTION REQUESTED

Authorize execution of 2025-2026 Labor Agreement with Human Services Supervisors' Association Unit.

SUMMARY

The County's negotiating team has reached tentative agreement with Human Services Supervisors' Association Unit representing 102 employees in the Community Services Division. The terms of the tentative agreement are consistent with 2025-2026 settlement authority previously provided by the Board. While specific language of the Agreement will be reviewed by the County's contracted labor counsel prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic changes.

1. Term: Two-year Agreement, January 1, 2025 - December 31, 2026
2. Salary Ranges: Salary ranges to be increased according to adopted 2025 and 2026 County Pay Equity Salary Range Structure.
3. 2025 General Increase: 4.25%
4. 2026 General Increase: 4.25%
5. 2025-2026 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4 % base	4 % base	3 % base	2 % base	0%
Q3	4 % base	4 % base	3 % base	2 % base	0%
Q2	4 % base	4 % base	3 % base	2 % base	0%
Q1	4 % base	4 % base	3 % base	2 % base	0%

6. One-time 2% pay equity adjustment

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

The costs of the provisions are included in the County Manager’s recommended 2025 budget.

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with Human Services Supervisors’ Association unit for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 17, 2024, and subject to approval by the County’s contracted labor counsel as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Board of Commissioners

Request for Board Action

Item Number: DC-4066

Agenda #: 9.4

Meeting Date: 12/17/2024

DEPARTMENT: Employee Relations

FILE TYPE: Consent Action

TITLE

Authorization To Execute 2025-2026 Labor Agreement With Teamsters Local 120 Transportation Maintenance Unit

PURPOSE/ACTION REQUESTED

Authorize execution of 2025-2026 Labor Agreement with Teamsters Local 120 Transportation Maintenance Unit.

SUMMARY

The County’s negotiating team has reached tentative agreement with Teamsters Local 120 Transportation Maintenance Unit representing 31 employees in the Transportation Department. The terms of the tentative agreement are consistent with 2025-2026 settlement authority previously provided by the Board. While specific language of the Agreement will be reviewed by the County’s contracted labor counsel prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic changes.

1. Term: Two-year Agreement, January 1, 2025 - December 31, 2026
2. Salary Ranges: Salary ranges to be increased according to adopted 2025 and 2026 County Pay Equity Salary Range Structure.
3. 2025 General Increase: 4.25%
4. 2026 General Increase: 4.25%
5. 2025-2026 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4 % base	4 % base	3 % base	2 % base	0%
Q3	4 % base	4 % base	3 % base	2 % base	0%
Q2	4 % base	4 % base	3 % base	2 % base	0%
Q1	4 % base	4 % base	3 % base	2 % base	0%

6. One-time 2% pay equity adjustment

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

The costs of the provisions are included in the County Manager’s recommended 2025 budget.

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with Teamsters Local 120 Transportation Maintenance unit for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 17, 2024, and subject to approval by the County’s contracted labor counsel as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Board of Commissioners

Request for Board Action

Item Number: DC-4085

Agenda #: 9.5

Meeting Date: 12/17/2024

DEPARTMENT: Employee Relations

FILE TYPE: Consent Action

TITLE

Authorization To Execute 2025-2026 Labor Agreement With Dakota County Attorney Employee’s Association

PURPOSE/ACTION REQUESTED

Authorize execution of 2025-2026 Labor Agreement with the Dakota County Attorney Employee’s Association.

SUMMARY

The County’s negotiating team has reached tentative agreement with the Attorney Employee’s Association, representing 38 employees in the County Attorney’s Office. The terms of the tentative agreement are consistent with 2025-2026 settlement authority previously provided by the Board. While specific language of the Agreement will be reviewed by the County’s contracted labor counsel prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic changes.

1. Term: Two-year Agreement, January 1, 2025 - December 31, 2026
2. Salary Ranges: Salary ranges to be increased according to adopted 2025 and 2026 County Pay Equity Salary Range Structure.
3. 2025 General Increase: 0%
4. 2026 General Increase: 0%
5. 2025-2026 Merit Matrix is consistent with the 2025 non-union Merit Matrix

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	8.25 % base	8.25 % base	7.25 % base	6.25 % base	0%
Q3	8.25 % base	8.25 % base	7.25 % base	6.25 % base	0%
Q2	8.25 % base	8.25 % base	7.25 % base	6.25 % base	0%
Q1	8.25 % base	8.25 % base	7.25 % base	6.25 % base	0%

6. One-time 2% pay equity adjustment

RECOMMENDATION

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACTS

The costs of the provisions are included in the County Manager’s recommended 2025 budget.

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with the Dakota County Attorney Employee’s Association for the period January 1, 2025 - December 31, 2026, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 17, 2024, and subject to approval by the County’s contracted labor counsel as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Board of Commissioners

Request for Board Action

Item Number: DC-4035

Agenda #: 10.1

Meeting Date: 12/17/2024

DEPARTMENT: Finance

FILE TYPE: Consent Information

TITLE

Report On Invoices Paid In November 2024

PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during November 2024.

SUMMARY

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

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

Payments for the month ending November 30, 2024, total \$274,655,257.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,369,593	Retirement accounts, PERA, health & dental
Payments to other governments	\$248,960,903	Pass through payments - taxes, fees
Materials & supplies	\$151,630	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,361,124	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$2,634,749	Major client services contract
All other expenses	\$8,960,052	BIP, CEP, and misc.
Capital projects	\$9,217,206	Highway & building construction
	<u>\$274,655,257</u>	

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Paul Sikorski

Author: Jan Larson



Board of Commissioners

Request for Board Action

Item Number: DC-4030

Agenda #: 10.2

Meeting Date: 12/17/2024

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE

Obligation Of American Rescue Plan Act Funding And Authorization To Amend Facilities Capital Improvement Program And Non-Departmental 2024 Budgets

PURPOSE/ACTION REQUESTED

Obligate American Rescue Plan (ARP) Act funding and authorize amendments to the 2024 budget in Facilities Management Capital Improvement Program (CIP) and Non-Departmental.

SUMMARY

On March 11, 2021 the American Rescue Plan (ARP) Act was signed into law by the President in response to the unprecedented impacts of the COVID-19 health emergency on the economy, public health, state and local governments, individuals, and businesses. ARP provides various new sources to fund for the County’s relief and response efforts related to COVID-19.

Dakota County received ARP funds in the amount of \$83,332,300. To date, the County Board has allocated \$82,435,977 of available ARP funds to 19 ARP eligible programs or projects.

On December 31, 2024, the County will be required to obligate any unspent ARP funds to be used from January 1, 2025, through December 31, 2026. Current rules would require the County to return to the Treasury any ARP funds that have not been obligated by the obligation deadline of December 31, 2024. The County would also be required to return any ARP funds not expended by December 31, 2026.

On December 3, 2024, the Finance Director presented a plan for obligation of all remaining funds at the Dakota County General Government and Policy Committee meeting.

RECOMMENDATION

Staff recommend the Dakota County Board of Commissioners obligate all remaining ARP funds and authorize amendments to the 2024 budget in Facilities Management (CIP) and Non-Departmental budgets.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County levy cost anticipated as a result of this action. The total estimated cost for the Energy Improvements Initiative project is \$7,000,000 and the Computer Replacement Project is \$86,886 funded with ARP SLFRF funds.

None Current budget Other

Amendment Requested

New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners has previously identified the following projects be allocated funding by the American Rescue Plan (ARP) Act State and Local Fiscal Recovery Funds (SLFRF).

(SLFRF):

- BYLLESBY DAM WATER-WIRE
 - CRISIS AND RECOVERY CENTER
 - MENDOTA YOUTH SHELTER - ASPEN HOUSE
 - LAW ENFORCEMENT CENTER - INTERGRATIVE HEALTH UNIT
 - NICOLS POINTE
 - SOUTH ST PAUL LIBRARY (Cat changed to 2.37)
 - THOMPSON OAKS/RIVER TO RIVER GREENWAY
 - MENTAL HEALTH CRISIS/CRISIS RESPONSE
 - EXPAND CRISIS FOLLOW-UP/COORDINATED RESPONSE
 - ATTORNEY STAFFING/CRIMINAL CASE BACKLOG
 - COMMUNITIES OF COLOR OUTREACH
 - CUSTOMER RELATION MGMT/DIAL SOFTWARE
 - EMERGENCY SHELTER
 - LAW LIBRARY GRANT
 - LOW INCOME HOMEOWNERS MUNICIPAL WASTEWATER TREATMENT FACILITY CONNECTIONS
 - MENTAL HEALTH CIVIL COMMITMENT
 - PREPETITION SOCIAL WORKER/SCREENS
 - TIME LIMITED FASII POSITIONS (EEA)
 - WORKFORCE MOBILITY PGRM (DCTC)
- ; and

WHEREAS, the budgets for these projects have been adjusted as follows to reflect projected spending based on existing contracts and personnel costs using the American Rescue Plan (ARP) Act State and Local Fiscal Recovery funds.

(SLFRF):

BYLLESBY DAM WATER-WIRE	\$27,705,766
CRISIS AND RECOVERY CENTER	\$3,333,940
MENDOTA YOUTH SHELTER - ASPEN HOUSE	\$2,259,930
LAW ENFORCEMENT CENTER - INTERGRATIVE HEALTH UNIT	\$12,284,566
NICOLS POINTE	\$7,835,000
SOUTH ST PAUL LIBRARY (Cat changed to 2.37)	\$10,470,499
THOMPSON OAKS/RIVER TO RIVER GREENWAY	\$4,564,819
MENTAL HEALTH CRISIS/CRISIS RESPONSE	\$2,545,802
EXPAND CRISIS FOLLOW-UP/COORDINATED RESPONSE	\$1,356,571
ATTORNEY STAFFING/CRIMINAL CASE BACKLOG	\$383,347
COMMUNITIES OF COLOR OUTREACH	\$197,212
CUSTOMER RELATION MGMT/DIAL SOFTWARE	\$100,000
EMERGENCY SHELTER	\$1,031,306

LAW LIBRARY GRANT	\$415,000
LOW INCOME HOMEOWNERS MUNICIPAL WASTEWATER TREATMENT FACILITY CONNECTIONS	\$0
MENTAL HEALTH CIVIL COMMITMENT	\$312,782
PREPETITION SOCIAL WORKER/SCREENS	\$209,158
TIME LIMITED FASII POSITIONS (EEA)	\$989,717
WORKFORCE MOBILITY PGRM (DCTC)	\$250,000

; and

WHEREAS, two new projects have been identified to be funded with ARP SLFRF; and

WHEREAS, all expenses are American Rescue Plan (ARP) State and Local Fiscal Recovery Funds (SLFRF) eligible under the expenditure category of provision of government services pursuant to Final Rule, 31 CFR Part 35, Subp. A, Section 35.6 (d) Providing Government Services - to the extent of a reduction in the recipient's general revenue; and

WHEREAS, staff is requesting \$7,000,000 in ARP SLFRF dollars to fund the Energy Improvements Initiative project; and

WHEREAS, staff is requesting \$86,886 ARP SLFRF dollars to fund the Computer Replacement project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners herby amends the 2024 Facilities Management Budget as follows:

Revenue

American Rescue Plan State and Local Fiscal Recovery Funds	<u>\$7,000,000</u>
Total Revenue	\$7,000,000

Expense

Energy Improvement Initiative Project	<u>\$7,000,000</u>
Total Expense	\$7,000,000

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2024 Non-Departmental Budget as follows:

Revenue

American Rescue Plan State and Local Fiscal Recovery Funds	<u>(\$7,000,000)</u>
Total Revenue	(\$7,000,000)

Expense

General ARPA Program Expense	(\$7,086,886)
ARPA Computer Replacement Program	<u>\$ 86,886</u>
Total Expense	(\$7,000,000)

PREVIOUS BOARD ACTION

21-038; 1/19/21

21-272; 5/18/21

ATTACHMENTS

Attachment: ARP Obligations

BOARD GOALS

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

CONTACT

Department Head: Paul Sikorski

Author: Karen Cater

ARP Projected Spending
as of 11/25/25

Category	Key Description	TOTAL SPEND	Projected ARP Spend 12/31/24 or Life of CIP Project	CURRENT BUDGET through 2024	Variance
Capital	BYLLESBY DAM WATER-WIRE RE	\$ 17,615,831	\$ 27,705,766	\$ 27,705,766	\$ -
Capital	CRISIS AND RECOVERY CENTER	\$ 1,250,280	\$ 3,333,940	\$ 4,640,072	\$ 1,306,132
Capital	MENDOTA YOUTH SHELTER - ASPEN HOUSE	\$ 2,285,620	\$ 2,259,930	\$ 2,325,000	\$ 65,070
Capital	LAW ENFORCEMENT CENTER - INTERGRATIVE HEALTH UNIT	\$ 7,861,390	\$ 12,284,566	\$ 14,400,000	\$ 2,115,434
Capital	NICOLS POINTE	\$ 7,835,000	\$ 7,835,000	\$ 9,000,000	\$ 1,165,000
Capital	SOUTH ST PAUL LIBRARY (Cat changed to 2.37)	\$ 9,489,840	\$ 10,470,499	\$ 11,300,000	\$ 829,501
Capital	THOMPSON OAKS/RIVER TO RIVER GREENWAY	\$ 4,564,819	\$ 4,564,819	\$ 4,975,265	\$ 410,446
Operating	MENTAL HEALTH CRISIS/CRISIS RESPONSE	\$ 1,185,413	\$ 1,470,864	\$ 1,470,864	\$ -
Operating	EXPAND CRISIS FOLLOW-UP/COORDINATED RESPONSE	\$ 997,223	\$ 997,223	\$ 997,223	\$ -
Operating	ATTORNEY STAFFING/CRIMINAL CASE BACKLOG	\$ 360,886	\$ 383,347	\$ 746,271	\$ 362,924
Operating	COMMUNITIES OF COLOR OUTREACH	\$ 197,212	\$ 197,212	\$ 400,000	\$ 202,788
Operating	CUSTOMER RELATION MGMT/DIAL SOFTWARE	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Operating	EMERGENCY SHELTER	\$ 1,006,306	\$ 1,031,306	\$ 1,539,000	\$ 507,694
Operating	LAW LIBRARY GRANT	\$ 415,000	\$ 415,000	\$ 415,000	\$ -
Operating	LOW INCOME HOMEOWNERS MUNICIPAL WASTEWATER TREATMENT FACILITY CONNECTIONS	\$ -	\$ -	\$ 375,000	\$ 375,000
Operating	MENTAL HEALTH CIVIL COMMITMENT	\$ 163,774	\$ 188,774	\$ 344,135	\$ 155,362
Operating	PREPETITION SOCIAL WORKER/SCREENS	\$ 184,158	\$ 209,158	\$ 344,135	\$ 134,977
Operating	TIME LIMITED FASII POSITIONS (EEA)	\$ 822,717	\$ 989,717	\$ 1,108,246	\$ 118,529
Operating	WORKFORCE MOBILITY PGRM (DCTC)	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Grand Total		\$ 56,739,124	\$ 74,687,120	\$ 82,435,977	\$ 7,748,857
Total ARPA Award			\$ 83,332,300		
Available for Obligation			\$ 8,645,180		

Draft ARP Obligation Plan

Existing ARPA Programs

	2025	2026	Total Obligation
MENTAL HEALTH CRISIS/CRISIS RESPONSE	\$ 1,074,938	\$ -	\$ 1,074,938
EXPAND CRISIS FOLLOW-UP/COORDINATED RESPONSE	\$ 359,348	\$ -	\$ 359,348
MENTAL HEALTH CIVIL COMMITMENT	\$ 124,008	\$ -	\$ 124,008
<i>Total Obligations for Existing Projects</i>			\$ 1,558,294

New ARPA CIP Project

ENERGY IMPROVEMENTS INITIATIVE - SOLAR PROJECT			\$ 7,000,000
COMPUTER REPLACEMENT			\$ 86,886
<i>Total Obligations for New Projects</i>			\$ 7,086,886

Total Obligations

\$ 8,645,180

Available for Obligation

\$ 8,645,180



Board of Commissioners

Request for Board Action

Item Number: DC-4038

Agenda #: 10.3

Meeting Date: 12/17/2024

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE

Establishment Of 2024 Fund Balance Commitments

PURPOSE/ACTION REQUESTED

Establish the designation of Committed Fund Balances for fiscal year 2024.

SUMMARY

Per the Dakota County Fund Balance Policy No. 2003, the County may impose constraints on certain spending that shall be determined by the close of the fiscal year by action of the County Board of Commissioners. These funds are classified as Committed Fund Balance.

The classification of Committed Fund Balance falls under Statement 54 of the Governmental Accounting Standards Board (GASB) - Fund Balance Reporting and Governmental Fund Type Definitions and applies to fund balances reported in the local government's major fund categories and fund types.

By Resolution No. 15-583 (November 17, 2015), the Dakota County Board of Commissioners authorized the establishment of the Environmental Legacy Fund (ELF) with the stated purpose of "protection, preservation or enhancement of the environment". The ELF was established by moving the host fee and gravel tax revenue from the Environmental Management Fund and reporting the remaining fiscal activity of the Environmental Management Fund as General Fund activity.

The current structure reports ELF revenue and expenditures within the Environmental Management Fund which allows the County to report the ELF activity separately in the Annual Comprehensive Financial Report (ACFR).

Committing these funds does not restrict the Board from amending the commitment in the future and does not affect the amount of expenditures budgeted for 2025.

RECOMMENDATION

Staff recommends designating the unrestricted fund balance in the ELF Fund as Committed Fund Balance as of December 31, 2024, for the purposes of protection, preservation, or enhancement of the environment.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Governmental Accounting Standards Board has adopted Statement 54, a standard for reporting governmental fund balances; and

WHEREAS, the County's Fund Balance Policy No. 2003 states that the Board of Commissioners may impose certain constraints on spending that shall be determined by the close of the fiscal year; and

WHEREAS, Dakota County desires to commit a portion of its fund balance for future funding; and

WHEREAS, the Environmental Legacy Fund (ELF) was established to support environmental activities for the purpose of protection, preservation or enhancement of the environment; and

WHEREAS, by reporting the ELF revenue and expenditures with the Environmental Management Fund as committed, ELF will meet the qualifications of a special revenue fund and allow the County to report the ELF activity in the Annual Comprehensive Financial Report (ACFR).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners, in accordance with and pursuant to Policy 2003 Fund Balance, hereby commits the entire fund balance of the Environmental Legacy Fund as of December 31, 2024 to support environmental activities for the purpose of protection, preservation or enhancement of the environment.

PREVIOUS BOARD ACTION

15-585; 11/17/15

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Paul Sikorski

Author: Pamela Davis



Board of Commissioners

Request for Board Action

Item Number: DC-3525

Agenda #: 10.4

Meeting Date: 12/17/2024

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Cask NX LLC For Replacement Information Technology Service Management System.

PURPOSE/ACTION REQUESTED

Authorize the Enterprise Finance and Information Services Director to execute a contract with Cask NX LLC (Cask) to implement the Information Technology Service Management (ITSM) System Replacement project.

SUMMARY

An IT Service Management (ITSM) system coordinates all IT-related requests and issues. It centralizes IT support into one place, tracks every request, monitors incidents, ensures rapid resolution of critical problems, and improves communication throughout an organization.

Dakota County has two ITSM systems that handle basic ticket processing. The first one, Epicor ITSM 2010, used by the Information Technology Department, was implemented almost 25 years ago. The manufacturer has discontinued all sales and support for this product. The second system, CSD Service Requestor, was developed internally for the Community Services Division in 2007. The developers who built this system left the County's employment several years ago. Both ITSM systems also run on outdated servers and databases that cannot be supported or upgraded.

Replacing these two ITSM systems with a single, modern ITSM environment will significantly improve service delivery, operational efficiency, and data-driven decision-making. It will scale and adapt as the County grows and technology evolves, ensuring that the needs of employees and residents are met effectively.

Dakota County published a request for proposals on this project. Of the nine vendors who submitted proposals, seven were brought in to conduct presentations for the County's solution selection team. Using a rigorous scoring matrix, the project team selected Cask's proposal to implement ServiceNow ITSM.

RECOMMENDATION

Staff recommend the Board authorize the Enterprise Finance and Information Services Director execute a contract with Cask NX LLC to implement the ITSM System Replacement Project in an amount not to exceed \$557,079.

EXPLANATION OF FISCAL/FTE IMPACTS

Year 1, Implementation and ServiceNow ITSM licenses (Jan 2025 - Jul 2025):	\$ 333,533
\$ 235,755 Implementation Professional Services	
\$ 97,778 Licensing for ServiceNow ITSM (Jan 2025 - Dec 2025)	
Year 2, Licensing for ServiceNow ITSM (Jan 2026 - Dec 2026):	\$ 111,773
Year 3, Licensing for ServiceNow ITSM (Jan 2027 - Dec 2027):	\$ 111,773
<u>Total Cost of 3-Year Project:</u>	\$ 557,079

The costs for Year 1 are in the 2025 budget for the Information Technology Department. The annual costs for the software licenses are offset by eliminating redundant systems.

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

RESOLUTION

WHEREAS, the County advertised for proposals for the ITSM System Replacement Project; and

WHEREAS, the County received proposals from nine qualified vendors on February 9, 2024; and

WHEREAS, project staff reviewed the proposals and determined that proposal from Cask NX LLC provides the best value to the County to implement the ITSM System Replacement Project; and

WHEREAS, the costs for the ITSM System Replacement Project are \$333,533 for the first year and \$111,773 per year for the second and third years, for a total contract cost of \$557,079; and

WHEREAS, sufficient funds are available in the Information Technology budget to support these purchases, in part through costs recovered by eliminating redundant systems.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Services Director to execute a contract with Cask NX LLC for the ITSM System Replacement Project in an amount not to exceed \$557,079, subject to approval by the County Attorney's office as to form; and

BE IT FURTHER RESOLVED, That the Enterprise Finance and Information Services Director is authorized to amend the contract with Cask NX LLC and increase the cost up to an additional \$55,707 (10 percent) if necessary for unanticipated contingencies.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Dan Cater
Author: Dave Miland



Board of Commissioners

Request for Board Action

Item Number: DC-4016

Agenda #: 10.5

Meeting Date: 12/17/2024

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment For Business Analyst Services

PURPOSE/ACTION REQUESTED

Authorize the Enterprise Finance and Information Services Director to execute a contract amendment to extend the term with ITR Group, Inc. to purchase additional business analyst services.

SUMMARY

Dakota County Information Technology wishes to extend the contract with ITR Group, Inc. to assist staff in ensuring that projects are properly scoped, and all business requirements are well documented due to the current workload of the department.

The original contract (Resolution No. 24-234, May 7, 2024), was to assist staff on a variety of projects freeing up staff to work on the Sheriff's Records Management Project. The Sheriff's Records Management Project goal is to replace the current system, which is no longer upgradable by PCI, the current vendor. The Sheriff's Office employs various systems for information collection and dissemination. This replacement will preserve existing functionality while improving data integration and sharing among three primary functional areas (Jail, Warrants, and Civil) and other relevant systems. The contract amendment extends the term from January 2, 2025 through June 30, 2025 and increases the amount from \$122,400 to \$217,400 (an increase of \$95,000). This extended term will allow work to continue on the Sheriff's Records Management Project by Information Technology staff uninterrupted.

RECOMMENDATION

Staff recommends that the Board authorize the Enterprise Finance and Information Services Director to execute a contract amendment with ITR Group, Inc. The amendment will provide for additional business analyst services and will increase the contract amount by \$95,000 in a total not to exceed \$217,400

EXPLANATION OF FISCAL/FTE IMPACTS

The Sheriff's Office is sharing funds with Information Technology to back fill an Information Technology employee that will be working directly on their Sheriff's Record Management Project. The contract amendment will increase the contract amount by \$95,000, resulting in a revised contract amount not to exceed \$217,400. The budget from the Sheriff's Office is sufficient to cover the additional \$95,000.

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

RESOLUTION

WHEREAS, professional services are required to ensure the continuation of projects freeing up Information Technology staff to work on the Sheriff's Records Management Replacement Project; and

WHEREAS, Dakota County Information Technology will contract with a business analyst consultant to assist staff in ensuring that projects are properly scoped, and all business requirements are well documented; and

WHEREAS, ITR Group, Inc. has the means to provide the required business analyst services that best meets the County's needs; and

WHEREAS, the Sheriff's Departments has the budget available in 2025 to fund the professional services contract from January 2, 2025 through June 30, 2025, totaling \$95,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Services Director to execute a contract amendment with ITR Group, Inc. for an additional \$95,000 and a total not to exceed \$217,400 for business analyst services, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-234; 5/07/24

ATTACHMENTS

Attachment: None

BOARD GOALS

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

CONTACT

Department Head: Dan Cater

Author: Sherry Falb-Joslin



Board of Commissioners

Request for Board Action

Item Number: DC-3726

Agenda #: 11.1

Meeting Date: 12/17/2024

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Revised Joint Powers Agreement Between Dakota And Scott Counties For Vermillion River Watershed And Rescind Resolution No. 24-383

PURPOSE/ACTION REQUESTED

Authorize a revised joint powers agreement between Dakota and Scott counties for the Vermillion River Watershed and rescind Resolution No. 24-383.

SUMMARY

The Vermillion River Watershed Joint Powers Organization (VRWJPO) was formed in 2002 when Dakota and Scott counties executed a joint powers agreement (JPA) to operate and manage the Vermillion River Watershed for purposes set forth in Minn. Stat. § 103B.201. The specific purposes of the JPA are to establish a joint powers board that will 1) exercise leadership in the development of policies, programs, and projects that will promote the accomplishment of the purposes found in Minn. Stat. § 103B.201, including the preparation, adoption, and implementation of the plan required by Minn. Stat. § 103B.211 for the Vermillion River Watershed and 2) guide and assist Dakota and Scott counties in acting jointly and individually to take actions that will promote the goals listed in Minn. Stat. § 103B.201 and fulfill their responsibilities under Minn. Chapter 103B.

Recent procedural and operational changes have necessitated staff to evaluate changes to the JPA. The JPA has not been revised since its adoption in 2002. Staff's evaluation led to a number of proposed changes to the JPA (Attachment: VRWJPO Joint Powers Agreement) that update language that is out of date and inaccurate and reflects current procedures and operations of the VRWJPO.

Changes to the JPA include:

- Housekeeping items to clean up outdated language and bring the JPA into compliance with various State requirements
- Recognizing changes to the assignment and terms of County Commissioners on the Vermillion River Watershed Joint Powers Board
- Requiring staffing services be provided by each county to the VRWJPO through separate service agreements
- Clarifying indemnification language and requiring the VRWJPO carry its own insurance rather than be covered through each county
- Clarifying language on the delegated authority granted to the VRWJPO Administrator and Co-Administrator
- Changing the name of the committee (Vermillion River Watershed Planning Commission) to

Community Advisory Committee to better describe its roles/responsibilities

- Updating responsibilities, membership, and term requirements for the Community Advisory Committee
- Adding language to clarify when actions of the Community Advisory Committee are subject to Open Meeting Law

A previous version of the JPA was approved by the Dakota County Board through Resolution No. 24-383 (July 30, 2024). However, it was determined that Scott County staff had additional revisions they wanted included in the JPA after the Dakota County Board had approved the resolution, so it’s recommended Resolution No. 24-383 be rescinded and a revised joint powers agreement be executed.

RECOMMENDATION

Staff recommends the execution of the revised joint powers agreement between Dakota and Scott counties for the Vermillion River Watershed and rescission of Resolution No. 24-383 (July 30, 2024). The recommended authorization would supersede the previous authorization to execute a revised joint powers agreement due to additional changes in the joint powers agreement language.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to Minn. Stat. § 103B.231, a watershed management plan is required for watersheds comprising all minor watershed units wholly or partly within the metropolitan area, in accordance with the requirements of § 103B.205 to § 103B.255; and

WHEREAS, the Vermillion River Watershed is a watershed comprising minor watershed units wholly within the metropolitan area, specifically within Dakota County and Scott County; and

WHEREAS, effective September 5, 2002, Dakota County and Scott County executed a joint powers agreement (“2002 JPA”) to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B. 211 to 103B.255; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (“VRWJPO”), an independent joint powers entity organized under Minn. Stat. § 471.59, was created by the 2002 JPA to carry out Dakota County’s and Scott County’s responsibilities and duties pursuant to Minn. Stat. §§ 103B. 211 to 103B.255; and

WHEREAS, Dakota County and Scott County desire to update the terms and conditions of their joint powers agreement to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B. 211 to 103B.255 pursuant to the authority granted to them pursuant to Minn. Stat. § 471.59; and

WHEREAS, staff recommends that the Dakota County Board of Commissioners rescind Resolution No. 24-383 (July 30, 2024); and

WHEREAS, Dakota County and Scott County desire that the terms and conditions of this Agreement replace the terms and conditions of the 2002 JPA moving forward, effective upon the full execution of this Agreement by the parties to this Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Commissioners hereby authorizes the Board Chair to execute the joint powers agreement between Dakota County and Scott County for Vermillion River Watershed as substantially presented and subject to approval as to form by the County Attorney's Office to replace the 2002 joint powers agreement for the Vermillion River Watershed; and

BE IT FURTHER RESOLVED, That approved Resolution No. 24-383 (July 30, 2024) is rescinded and superseded by this resolution.

PREVIOUS BOARD ACTION

24-383; 7/30/24

ATTACHMENTS

Attachment: VRWJPO Joint Powers Agreement

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart
Author: Travis Thiel

**JOINT POWERS AGREEMENT
BETWEEN DAKOTA COUNTY AND SCOTT COUNTY
FOR VERMILLION RIVER WATERSHED**

WHEREAS, Minnesota Statutes § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to Minn. Stat. § 103B.231 a watershed management plan is required for watersheds comprising all minor watershed units wholly or partly within the metropolitan area, in accordance with the requirements of § 103B.205 to § 103B.255; and

WHEREAS, the Vermillion River Watershed is a watershed comprising minor watershed units wholly within the metropolitan area, specifically, within Dakota County and Scott County; and

~~WHEREAS, pursuant to Minn. Stat. § 103B.231 if a watershed management organization within the metropolitan area is terminated, the counties containing the watershed unit shall prepare, adopt, and implement the watershed plan and shall have the planning, review, permitting, and financing authority of a watershed management organization specified in Minn. Stat. §§ 103B.211 to 103B.255; and~~

~~WHEREAS, the Vermillion River Watershed Management Organization, consisting of 21 20 cities and towns located within the Vermillion River Watershed ceased to exist as of August 1, 2000; and~~

WHEREAS, effective September 5, 2002, Dakota County and Scott County entered into a joint powers agreement (“2002 JPA”)~~desire~~ to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B.-211 to 103B.255; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (“VRWJPO”), an independent joint powers entity organized under Minn. Stat. § 471.59, was created by the 2002 JPA to carry out Dakota County’s and Scott County’s responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, Dakota County and Scott County desire to update the terms and conditions of their joint powers agreement to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255 ~~do so~~ pursuant to the authority granted to them ~~pursuant to by~~ Minn. Stat. § 471.59; and

WHEREAS, Dakota County and Scott County desire that the terms and conditions of this Agreement~~to~~ replace the terms and conditions of the 2002 JPA moving forward effective upon the full execution of this Agreement by the parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that Dakota County and Scott County shall derive herefrom, Dakota County and Scott County hereby enter into this joint powers agreement for the purposes herein.

I. Purposes.

This Agreement has been executed by Dakota and Scott Counties for the purposes set forth at Minn. Stat. § 103B.201 within the political boundary of the Vermillion River watershed located in Dakota County and Scott County, as shown on the attached ~~m~~Map ~~A~~, hereby incorporated by reference. Specifically, the purpose of this Agreement is to establish a joint powers board that will (1) exercise leadership in the development of policies, programs and projects that will promote the accomplishment of the purposes found at Minn. Stat. § 103B.201, including the preparation, adoption and implementation of the plan required by Minn. Stat. § 103B.211 for the Vermillion River watershed and (2) guide and assist Dakota County and Scott County in acting jointly and individually to take actions that will promote the goals listed in Minn. Stat. § 103B.201 and fulfill their responsibilities under Ch~~.apter~~ 103B.

II. Joint Powers Board.

A. Creation and Composition of Joint Powers Board.

A joint powers board, known as the Vermillion River Watershed Joint Powers Board (VRWJPB), ~~has been~~~~is~~ established for the purposes contained herein with the powers and duties set forth in this Agreement. ~~The VRWJPB shall consist of one county commissioner from Scott County and two county commissioners from Dakota County.~~ ~~The board of commissioners of each county shall appoint, by resolution, its representative(s) to the VRWJPB, together with one alternate commissioner.~~ ~~Resolutions appointing representatives of each county shall be filed with the clerk to the board of commissioners of Dakota County.~~

The commissioners of each county assigned to the VRWJPB receive no additional compensation for their appointment to the VRWJPB beyond what they receive as a county commissioner.

B. Terms.

Each county representative and alternate on the VRWJPB shall be appointed for a ~~two~~one-year term, ~~except that the terms of the initial members shall extend from the date of their appointment through December 31, 2004.~~ ~~In the event that~~ any county representative or alternate shall not have been appointed by the board of commissioners prior to expiration of the representative's term, the incumbent representative shall serve until a successor has been appointed.

C. Vacancies.

If the appointment of any representative commissioner or alternate to the VRWJPB is vacated before the end of their ir term, the vacancy shall be filled by appointment by the appropriate county board of commissioners in accordance

with Minn. Stat. § 103B.227, subd. 1, and Minn. Stat. § 471.59, subd. 11.- A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist or if a representative fails to qualify or act as a commissioner. Dakota County and Scott County shall notify the Minnesota Board of Water and Soil Resources of their appointments and vacancies to the VRWJPB pursuant to Minn. Stat. Stat. § 103B.227, subd. 1.

D. Chair and Vice-chair.

The VRWJPB shall elect a chair and a vice-chair from its membership for a one-year terms. The chair shall preside at all meetings of the VRWJPB and shall perform other duties and functions as may be determined by the VRWJPB. The vice-chair shall preside over and act for the VRWJPB during the absence of the chair.

E. Secretary/Treasurer.

The VRWJPB shall elect a secretary/treasurer from its membership for a one-year term. The secretary/treasurer shall submit all minutes of VRWJPB meetings for approval by the VRWJPB and shall assist the chair in overseeing the VRWJPB's budget and finances.

F. Meetings.

Minn. Rule § 8410.0030 requires ~~T~~the VRWJPB ~~shall~~ have regular meetings at least at a minimum annually. The VRWJPB shall determine such times and places to conduct their meetings—and at such times and places as the VRWJPB shall determine. Special meetings may be held on reasonable notice by the chair or by a majority of the VRWJPB upon terms and conditions as the VRWJPB may determine. The presence of a majority of the VRWJPB at a meeting shall constitute a quorum. The VRWJPB shall be subject to the requirements of the Open Meeting Law, Minn. Stat. Ch. 13D.

The VRWJPO shall post all notifications regarding the VRWJPB's meeting agendas and location and time of meetings on its website and any other location required by the Open Meeting Law, Minn. Stat. Ch. 13D.

G. Voting.

Each county representative shall be entitled to one vote. If a county representative is absent, that county's alternate is entitled to one vote. If more than one Dakota County representative is absent, Dakota County's alternate shall be entitled to only one vote. The VRWJPB shall function by a majority vote of the county representatives present.

Decisions of the VRWJPB, including decisions regarding capital improvement projects, require a majority vote.;

H. Staff.

Dakota County and Scott County shall provide staff support to the VRWJPB. Dakota County and Scott County shall provide legal services as needed, and in accordance with applicable law.

Dakota County shall provide staffing for the VRWJPO's day-to-day operations, including assigning an administrator (Administrator) to act as a liaison and perform the duties generally described in this joint powers agreement and the Vermillion River Watershed Management Plan, including but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Dakota County, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan.

Scott County shall provide staffing of a co-administrator (Co-Administrator) for the VRWJPO to act as a liaison and to assist the Administrator regarding VRWJPO activities including but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Scott County, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan.

By resolution of the VRWJPB, the VRWJPB may annually delegate limited authority to the Administrator and/or Co-Administrator. The limited authority delegated annually to the Administrator and/or Co-Administrator shall be reviewed by the VRWJPB following a change of commissioners serving on the VRWJPB or a change in the staffing of either the Administrator or Co-Administrator by the counties.

Both the Dakota County Attorney's Office and Scott County Attorney's Office have statutory obligations to represent their County Board pursuant to Minn. Stat. Ch. 388, and legal obligations imposed by various provisions of state statute. In the event that either the Dakota County Attorney's Office or the Scott County Attorney's Office determines a conflict of interest would exist if the County Attorney's Office represented both their county and the VRWJPO/VRWJPB on a specific matter, the County Attorney's Office will so inform the county and VRWJPB through its Administrator or Co-Administrator. In the event a County Attorney determines a conflict exists, the conflict of interest procedures of the applicable County Attorney's Office will be followed and the VRWJPO/VRWJPB will obtain independent legal counsel to represent the VRWJPO/VRWJPB in the matter where the conflict exists. The parties agree

that there is no conflict of interest for either the Dakota County Attorney's Office or the Scott County Attorney's Office to represent both their county and the VRWJPO/VRWJPB in preparation and execution of this Agreement. Requests for legal services made by the VRWJPO/VRWJPB will be handled on the same priority basis as that of the counties.

Funding for the staffing services described herein are covered by the VRWJPO/VRWJPB revenues from the counties, applicable grant funds or other State appropriations when available. The staffing services and payment for staffing services identified herein shall be in accordance to separate service agreements between the counties and VRWJPO/VRWJPB when deemed necessary by the applicable county.

I. Duties of the VRWJPB.

The VRWJPB shall have the responsibility to prepare, adopt and implement a plan for the Vermillion River watershed that meets the requirements of Minn. Stat. § 103B.231; the responsibility to review and approve local water management plans as provided in Minn. Stat. § 103B.235; the responsibility to regulate the use and development of land in the Vermillion River watershed if the conditions found at Minn. Stat. §. 103B.211, subd. 1(a)(3)(i)(ii)(iii) are present.

III. Powers of the VRWJPB.

A. General Powers.

The VRWJPB is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform the duties identified in ~~paragraph Section II (I)~~ above. Such authority shall include, but not be limited to, those specific powers enumerated in ~~paragraph Section III (Sections B through I)~~ herein. The VRWJPB may refer decisions for approval by the boards of commissioners of Dakota County and Scott County. The VRWJPB shall not have the authority described at Minn. Stat. § 103B.211, subd. 1(a)(6).

B. Contracts.

The VRWJPB may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law, including contracts with Dakota County

and/or Scott County.- Additionally, the VRWJPB may enter into agreements pursuant to Minn. Stat. § 471.59. The VRWJPB may approve any contract up to the amount included in the approved annual budget and may authorize its chair, Administrator or Co-Administrator— to execute these contracts in accordance with and subject to the limitations set forth herein and/or resolution of the VRWJPB. -No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the chair and vice-chair, ~~or by~~ the chair and secretary/treasurer, ~~or Administrator or Co-Administrator~~. The chair, Administrator or Co-Administrator shall report to the VRWJPB and the VRWJPB shall ratify any such payments authorized under this provision at its next regular meeting.

C. Funds.

The VRWJPB may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

D. Bylaws.

The VRWJPB shall have the power to adopt and amend such bylaws ~~that~~ it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.

E. Grants and Loans.

The VRWJPB may apply for and accept gifts, grants or loans of money, other property or assistance from the United States government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

F. Property.

The VRWJPB may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as is provided for in this Agreement.

G. Insurance.

The VRWJPO shall obtain protection for the board, participants, sponsoring agencies and any owned property. At a minimum the VRWJPO shall maintain liability coverage for the actions of the VRWJPB with a limit of coverage equal to or greater than the liability limits under Minn. Stats. Ch. 466. The VRWJPO

~~shall also obtain tail coverage following termination of this Agreement to cover the statute of limitations period during which a claim could be made against the VRWJPO/VRWJPB. Any insurance obtained shall name each participant and sponsoring agency as a covered party. The VRWJPB may obtain any liability insurance or other insurance it deems necessary to insure itself and Dakota County and Scott County for action arising out of this Agreement.~~

H. Exercise of Powers.

All powers granted herein shall be exercised by the VRWJPB in a fiscally responsible manner and in accordance with the requirements of law. – The purchasing and contracting requirements of the county which is the lead for the project shall apply to the VRWJPB.

I. Public Participation.

The VRWJPB shall provide for such public participation in the conduct of its activities as will promote understanding of its activities among the public and local governmental units affected by the activities and the informal resolution of disputes or complaints.

IV. Reservation of Authority.

All responsibilities not specifically set out to be jointly exercised by the VRWJPB under this Agreement are hereby reserved to the ~~c~~Counties.

V. Budgeting and Funding.

A. Budget.

By September 1 of each year, the VRWJPB shall adopt a budget for the following calendar year in accordance with Minn. Stat. § 103B.211, subd. 1 (a)(5). Any proposed contribution from Dakota County or Scott County which the VRWJPB deems appropriate to be satisfied from the annual property tax levy must be recommended to Dakota County and Scott County prior to the date by which the counties shall establish their maximum levy pursuant to Minn. Stat. § 275.065, subd. 1. Other proposed contributions or assessments from Dakota County or Scott County may be made at any time.

B. County Funding.

If there is proposed funding from Dakota County or Scott County which is to be satisfied from the annual property tax levy, such proposed funding shall not become the obligation of either county unless and until the respective county has agreed to the funding as part of the county's annual budget and levy process pursuant to Minn. Stat. § 275.065. -If there is proposed funding from Dakota

County or Scott County which is not to be satisfied from the annual property tax levy, such funding shall not become the obligation of either county until the respective county has agreed by resolution to the funding.

Any proposed funding from Dakota County or Scott County which has been included within the county's levy or which has been approved by resolution of the Dakota County or Scott County board of commissioners shall constitute an assessment against the county and shall be paid over to the VRWJPB pursuant to its terms, this Agreement, and as required by law.

C. Expenditure Policy.

Dakota County and Scott County agree that the budget for each year shall include expenditures which will benefit the portion of the Vermillion River Watershed located in Scott County.

D. Fiscal Agent.

Dakota County agrees to serve as the fiscal agent for the VRWJPB. Dakota County agrees to provide any and all budgeting and accounting services necessary or convenient for the VRWJPB. Such services include, but are not limited to, management of all funds, including county contributions and grant monies; payment for contracted services; relevant record keeping and bookkeeping. The ~~treasurer/auditor~~ Finance Department of Dakota County shall act as controller for the VRWJPB and shall draw warrants to pay demands against the VRWJPB when the demands have been approved by the VRWJPB. The VRWJPB may in its discretion choose to retain a fiscal agent and/or controller other than Dakota County. Dakota and Scott County retains the authority to request reports pertaining to any and all budgeting, ~~and~~ and accounting and controller services. All interest earned from VRWJPB funds shall be credited back to that fund.

E. Accountability.

Strict accountability of All funds and report of all receipts shall be accounted for according to generally accepted accounting principles provided for pursuant to Minn. Stat. § 471.59, subd. 3.

VI. Watershed Planning Commission ~~Community Advisory Committee.~~

As soon as practicable after appointment of the VRWJPB, tThe VRWJPB by resolution shall establish and make appointments to the Community Advisory Committee (formally known as the Watershed Planning Commission-(WPC), which shall initially be comprised of the currently appointed members of the Watershed Planning Commission, who shall serve as members of the Community Advisory Committee for

the remainder of their current terms. Thereafter, the VRWJPB shall utilize an open appointments process for making these appointments.

A. Responsibilities of ~~WPC~~Community Advisory Committee.

~~The ~~WPC~~Community Advisory Committee shall have the responsibility to advise the VRWJPB with respect to implementation of the VRMJPB's VRWJPB's duties pursuant to this Agreement, including the responsibility to review and provide ,—comment and non-binding recommendation and recommend upon regarding the VRWJPO's proposed watershed management plan; review, comment and recommend upon the , proposed annual work plan and budget, and any other item for which the VRWJPB requests a recommendation. The Community Advisory Committee may also provide comment to the VRWJPB regarding any items discussed by the Community Advisory Committee at its meetings; and recommend action regarding disputes pursuant to section IX hereof.~~

B. Membership.

~~The ~~WPC~~Community Advisory Committee shall consist of nine members who are residents of the Vermillion River Watershed either Dakota County or Scott County with appointment preference given to applicants that live within the watershed area for which they are to be appointed. One shall be from Scott County and eight shall be from Dakota County. The VRWJPB shall appoint members of the Community Advisory Committee for a term of three (3) years ("Appointment Term"). Excluding any "interim appointment," a member of the Community Advisory Committee can be appointed to serve two (2) consecutive terms. The Appointment Term shall begin on the day of appointment. The VRWJPB may appoint an expiring term member of the Community Advisory Committee to continue to serve as an interim appointment upon the expiration of that member's term where the VRWJPB has not received applications for that expiring term member's position. The interim member's appointment shall expire upon the VRWJPB's appointment of a new member of the Community Advisory Committee filling the position held by the interim member. WPC members shall be appointed to three year staggered terms. WPC members must be and remain residents of the watershed and the County from which they were appointed. WPC members are limited to serving two consecutive terms.~~

C. Conflict of Interest.

If any ~~WPC~~Community Advisory Committee member has a financial interest or personal interest with respect to the parties involved, or stands to realize a financial or personal gain or loss with respect to an ~~action item~~ on any matter coming before the ~~Community Advisory Committee~~WPC, that member shall disclose this fact and be disqualified from taking part in any discussion, ~~or action comment or non-binding recommendation~~ on the matter as a member of the

Community Advisory Committee~~WPC~~. -The chair of the Community Advisory Committee~~WPC~~ shall make rulings on such disqualifications.- Any Community Advisory Committee~~WPC~~ member who believes that the Community Advisory Committee~~WPC~~ chair should be disqualified from any matter hereunder may refer the matter to the vice-chair who shall make a ruling on such disqualification.

D. Compensation.

Members of the Community Advisory Committee~~WPC~~ shall be eligible to receive a per diem payment ~~of \$35- in an amount approved by each County~~ per meeting in lieu of expenses.

E. Officers.

The Community Advisory Committee~~WPC~~ shall elect a chair and vice-chair from among its members. The chair and vice-chair shall serve for one-year terms.

F. Meetings.

The Community Advisory Committee~~WPC~~ shall meet regularly pursuant to a schedule established by the Community Advisory Committee~~WPC~~. Special meetings may be called by the chair. All meetings shall be conducted in accordance with Community Advisory Committee bylaws adopted pursuant to Section VI (G). ~~The WPC shall be subject to the Open Meeting Law, Minn. Stat. Ch. 13D.~~

G. Bylaws.

The Community Advisory Committee~~WPC~~ shall adopt bylaws governing its activities. Such bylaws shall address time, place, and manner of meetings consistent with any applicable law. Such bylaws shall also be subject to approval by the VRWJPB and shall be consistent with law and terms of this Agreement.

H. Staff Support.

Dakota County and Scott County shall provide staff support to the Community Advisory Committee~~WPC~~. The cost of such support will be funded through the budget of the VRWJPB. The VRWJPB also may make technical support available to the Community Advisory Committee~~WPC~~.

VII. Indemnification.

~~If the VRWJPB incurs any expenses as a result of a claim for damages, the expenses and any damages paid shall be assessed against the counties in proportionate shares. Proportionality will be measured with reference to fault, percentage of county financial contribution, location of the project or other similar factors giving rise to the damages or expenses. Dakota County and Scott County hereby agree to indemnify, save, hold harmless and defend the VRWJPB, its officers, employees, and agents for negligent or intentional acts or omissions of itself, its officers, employees, and agents that result in expenses or damages assessed against the VRWJPB.~~

~~The VRWJPB-O shall be considered a separate and distinct public entity to which the parties Dakota County and Scott County have transferred all responsibility and control for actions taken pursuant to this Agreement. The VRWJPOB shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stats.esota Statues Ch.apter 466.~~

~~The VRWJPOB shall fully defend, indemnify and hold harmless the parties Dakota County and Scott County against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the VRWJPB and/or employees and/or the agents of the VRWJPO, if anyB. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn.esota Statutes.; §Section 466.04.~~

~~To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minn.esota Stat.utes; §Section 471.59, subd. 1a; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.~~

~~The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.~~

7

VIII. Records, Accounts, and Reports.

The books and records of the VRWJPB shall be subject to the provisions of Minn. Stats. Ch. 13. -The VRWJPB annually shall give a complete written report of all financial activities for the previous fiscal year to the counties.

IX. Dispute Resolution.

Disputes between Dakota County and Scott County may be addressed by any means agreed upon by them; and may include the procedures set forth at Minn. Stat. § 103B.345.

X. Termination.

This Agreement shall continue until it is terminated upon the withdrawal of either member county. Either county may withdraw upon one year's written notice of intent to withdraw to the other county. Withdrawal shall not act to discharge any liability incurred or chargeable to the withdrawing county before the effective date of the withdrawal. Such liability shall continue until discharged by law or agreement.

XI. Distribution of Surplus Funds and Property.

Upon termination of this Agreement, funds and property held by the VRWJPB shall then be distributed to Dakota County and Scott County in proportion to their contributions.

XII. Amendments.

This Agreement may be amended only in writing and upon consent of each of the county boards of commissioners of Dakota County and Scott County.

XIII. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

XIV. Replaces Prior Agreement.

This Agreement replaces the 2002 JPA executed by Dakota County and Scott County as it relates the powers, duties and obligations to be exercised hereunder commencing on the date that this Agreement is executed by the parties hereto.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Approved as to form:

Assistant Dakota County Attorney/Date
Successor

COUNTY OF DAKOTA

By _____
~~Donald J. Maher~~ Joe Atkins, or
Chair, Board of Commissioners

Date of Signature _____

ATTEST:

~~Mary Scheide~~ Jennifer Reynolds
Jennifer Reynolds
Clerk to the Board

Date of Signature _____

Approved as to form:

Assistant ~~Dakota~~ Scott County Attorney/Date
Successor

COUNTY OF SCOTT

By _____
~~Barb Weekman Brekke~~ Dave Beer, or
Chair, Board of Commissioners

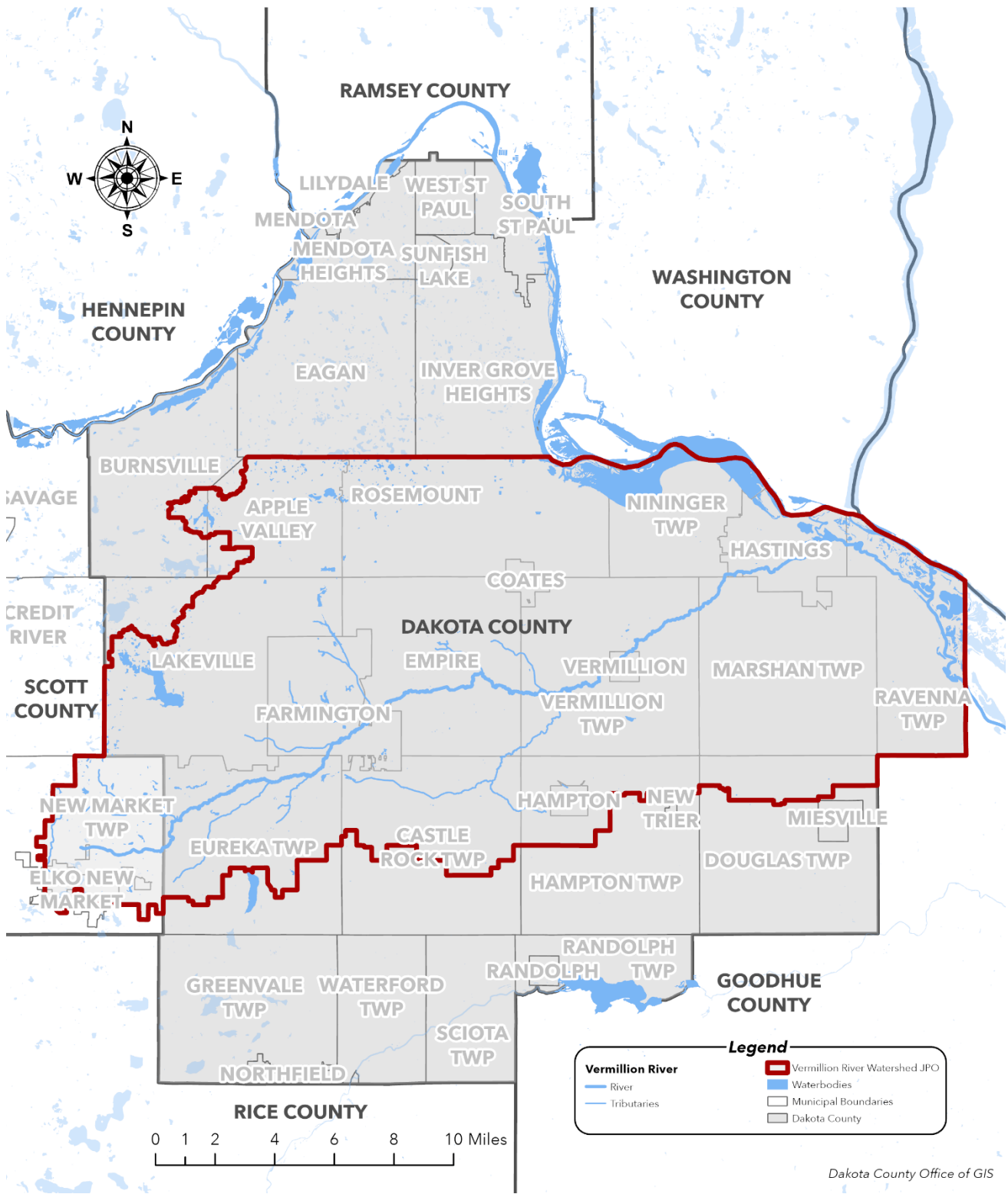
Date of Signature _____

ATTEST:

Lezlie Vermillion
Clerk to the Board/Administrator

Date of Signature _____

Vermillion River Watershed





Board of Commissioners

Request for Board Action

Item Number: DC-3923

Agenda #: 11.2

Meeting Date: 12/17/2024

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Certification Of Dakota County Portion Of 2025 Vermillion River Watershed Management Tax District Tax Levy

PURPOSE/ACTION REQUESTED

Certify the proposed 2025 levy of \$990,832 for the Dakota County portion of the Vermillion River Watershed Management Tax District.

SUMMARY

Dakota County executed a joint powers agreement (JPA) with Scott County to govern the Vermillion River Watershed by Resolution No. 02-347 (June 25, 2002). The JPA establishes a Joint Powers Board consisting of two commissioners from Dakota County and one commissioner from Scott County. Dakota County provides the primary staff support to the watershed organization with proportionate assistance from Scott County staff. The JPA also provides that by September 1 of each year, the Joint Powers Board will adopt a draft budget for the following calendar year and recommend a levy to each county for its share of costs for watershed organization activities.

The Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District (Ordinance No. 127) to fund Dakota County's portion of the watershed organization's activities by Resolution No. 02-296 (June 4, 2002). Adopting a levy for the Watershed Management Tax District enables the County to tax property owners within the Dakota County portion of the watershed to fund services provided to them by the watershed organization rather than funding the services through the County's general levy. By statute, any proposed levy on the Watershed Management Tax District for taxes payable in 2025 must be certified by September 15, 2024. Dakota County's 2024 levy for the Watershed Management Tax District was \$965,600; Scott County's levy was \$34,400.

Proposed 2025 Levy

On December 5, 2024, the Vermillion River Watershed Joint Powers Board adopted a final 2025 budget of \$2,618,866 (Attachment: VRWJPO 2025 Budget) and recommended a proposed levy of \$990,832 for the Dakota County portion of the Tax District (the proposed Scott County levy for 2025 is \$36,050). The proposed 2025 levy (\$1,026,882) is a slight increase in the overall levy compared to 2024 (\$1,000,000) and will result in a \$0.02 increase in tax impact on the median-value residential property compared to 2024. Changes in levy amounts between the two counties result from apportionment according to tax capacity.

In 2024, activities focused on monitoring water quantity and quality, cost-sharing capital improvement

projects and best management practices, educating the public on water resources, managing the implementation of grant-funded projects, implementing a permit program in one township, and development of the 2026-2035 Watershed Management Plan. In 2025, the Vermillion River Watershed Joint Powers Organization will implement the current watershed plan, continue development of the 2026-2035 Watershed Management Plan, begin development of a new wetland bank, and continue coordination with local governments in project development and implementation, program evaluation, and permit oversight.

RECOMMENDATION

It is recommended that Dakota County certify a levy of \$990,832 for the Dakota County portion of the Vermillion River Watershed Management Tax District for taxes payable in 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2025 levy of \$990,832 for the Dakota County portion of the Vermillion River Watershed Management Tax District represents a 2.6 percent increase from the amount levied in 2024. The impact of this levy on a median-value property within the Dakota County portion of the District (with a value of \$372,000 for taxes payable in 2025) is \$9.72 in 2025 compared to \$9.70 in 2024. This also reflects valuation changes and resulting tax shifts among median-value residential homestead properties (Attachment: Vermillion River Watershed Tax District Estimated 2025 Taxes). The Vermillion River Watershed tax appears as a part of the “special taxing district” item on the tax statement.

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

RESOLUTION

WHEREAS, by Resolution No. 02-347 (June 25, 2002), the Dakota County Board of Commissioners approved a joint powers agreement between Dakota County and Scott County to govern the Vermillion River Watershed; and

WHEREAS, the joint powers agreement establishes a Joint Powers Board consisting of two commissioners from Dakota County and one from Scott County; and

WHEREAS, funding is needed for Dakota County’s share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, by Resolution No. 02-296 (June 4, 2002), the Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District through Ordinance No. 127 to fund Dakota County’s share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, approval and adoption of the Watershed Management Plan, as required by Minn. Stat. §103B, occurred in June 2016; and

WHEREAS, the joint powers agreement states that the Vermillion River Watershed Joint Powers Board will adopt a budget and recommend a levy for the portion of the Watershed Management Tax District in each county by September 1 of each year; and

WHEREAS, on December 5, 2024, the Vermillion River Watershed Joint Powers Board adopted a

proposed budget of \$2,618,866, including the use of 2024 fund balance and grant revenues, and recommended that the levy for the Dakota County portion be \$990,832 and the levy for the Scott County portion be \$36,050; and

WHEREAS, Dakota County must certify a levy on the Watershed Management Tax District by December 28, 2024, to be effective for taxes payable in 2025; and

WHEREAS, Dakota County certified a proposed levy of \$990,832 for the Vermillion River Watershed Management Tax District on September 10, 2024, to be effective for taxes payable in 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby certifies the Dakota County portion of the Vermillion River Watershed Management Tax District levy in the amount of \$990,832 for taxes payable in 2025.

PREVIOUS BOARD ACTION

02-347; 6/25/02

ATTACHMENTS

Attachment: VRWJPO 2025 Budget

Attachment: Vermillion River Watershed Tax District Estimated 2025 Taxes

BOARD GOALS

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

CONTACT

Department Head: Nikki Stewart

Author: Travis Thiel

VRWJPO Final Draft 2025 Budget (12/5/24)

EXPENSES

Budget Category	Budget Activity	Operations and Programs	CIP	Budget Total
Administration and Operations				
	Dakota County VRW Staff	\$ 182,500		\$ 182,500
	Scott County VRW Staff	\$ 15,000		\$ 15,000
	Legal Support	\$ 25,000		\$ 25,000
	Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$ 6,000		\$ 6,000
	Training, Conferences, and Certifications	\$ 2,000		\$ 2,000
Research and Planning				
	Dakota SWCD Incentive Program Policy Assistance	\$ 3,000		\$ 3,000
	Scott County Staff	\$ 7,000		\$ 7,000
	VRW Staff	\$ 40,000		\$ 40,000
Monitoring and Assessment				
	Monitoring	\$ 125,000		\$ 125,000
	USGS and DNR Flow Gaging	\$ 18,600		\$ 18,600
	VRW Staff	\$ 15,000		\$ 15,000
	General GIS support (Dakota SWCD)	\$ 2,500		\$ 2,500
	Equipment/Supplies	\$ 1,000		\$ 1,000
Public Communications and Outreach				
	VRW Staff	\$ 90,000		\$ 90,000
	Dakota SWCD Outreach and Education	\$ 40,000		\$ 40,000
	Scott County SWCD Outreach and Education	\$ 2,100		\$ 2,100
	Communication and Outreach Materials and Supplies	\$ 20,000		\$ 20,000
	Local Standards/Ordinance and Turf/Salt Workshops	\$ 3,500		\$ 3,500
	MDH Grant: Water Conservation and Landscaping for Clean Water Marketing	\$ 22,500		\$ 22,500
Regulation				
	Scott SWCD Assistance with Plan Review	\$ 1,000		\$ 1,000
	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	\$ 30,000		\$ 30,000
Coordination and Collaboration				
	VRW Staff Coordination with other Organizations	\$ 30,000		\$ 30,000
	Children's Water Festival Support	\$ 600		\$ 600
	Watershed Partners	\$ 5,000		\$ 5,000
Land and Water Treatment				
Feasibility/Preliminary Studies				
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$ 55,000		\$ 55,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$ 110,000		\$ 110,000

General Capital Projects Cost Share				
	Cost Share Programs in Dakota County (SWCD)		\$ 110,000	\$ 110,000
	Cost Share Programs in Scott County (SWCD)		\$ 71,000	\$ 71,000
	VRW General Cost-share or Misc. Grant Match		\$ 50,000	\$ 50,000
	Past projects maintenance/repair		\$ 50,000	\$ 50,000
	VRW staff construction oversight and grant development and admin		\$ 40,000	\$ 40,000
FY23 CWF East Lake Fish Barrier				
	East Lake Fish Barrier grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 15,000	\$ 15,000
FY24 CWF Alimagnet Alum Treatment				
	Alimagnet Alum Treatment		\$ -	\$ -
	VRWJPO cash match		\$ 15,230	\$ 15,230
FY24-25 WBIF Lakeville Firelight Way TSS				
	Firelight Way TSS Reduction grant pass-through		\$ 184,300	\$ 184,300
	VRWJPO cash match		\$ 10,000	\$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS				
	15th & Bailey TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 26,250	\$ 26,250
FY24-25 WBIF Farmington 4th & Willow TSS				
	4th & Willow TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ -	\$ -
Cedar Ave/Launch Park Wetland Restoration				
	VRWJPO cost share		\$ 50,000	\$ 50,000
Mork Wetland Bank				
	Mork Wetland Bank Easment & Construction		\$ 1,000,000	\$ 1,000,000
Wetland Bank Credit Sales				
	Braun Wetland Bank Credit Sales		\$ 50,000	\$ 50,000
Subtotal of Expenditures			\$ 852,300	\$ 1,671,780
Cash Reserve				4% \$ 94,786
TOTAL Annual Expenses				\$ 2,618,866
REVENUES				
	Braun Wetland Bank Credit Revenue			\$ 50,000
	Wetland Bank Revolving Fund Transfer			\$ 225,000
	BWSR Wetland Bank (Mork) Revenue			\$ 400,000
	CIP Carryover*			\$ 90,435
	Operational and Program Carryover*			\$ 403,365
	Grant Revenue			\$ 372,184
	Fees for Permitting Activities			\$ 1,000
	Dakota County Levy			\$ 990,832
	Scott County Levy			\$ 36,050
	Investment Earnings			\$ 50,000
Total Revenues				\$ 2,618,866

*Are estimated based on Finance projections

Vermillion River Watershed Management Tax District
 Estimated Pay 2025 Taxes * (Dakota County)

Residential Property

Market Value	Tax Capacity	Proposed 2025 Levy									2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	2015 Actual	2014 Actual
		\$300,000	\$400,000	\$500,000	\$750,000	\$990,832	\$1,000,000	\$1,250,000	\$1,500,000		\$965,600	\$964,900	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140	\$817,500	\$858,900
Rate		0.05975%	0.09031%	0.12086%	0.19725%	0.27083%	0.27363%	0.35002%	0.42640%	0.2703%	0.2870%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%	0.4660%	0.5450%	
Various Values																					
\$150,000	1,170	\$0.70	\$1.06	\$1.41	\$2.31	\$3.17	\$3.20	\$4.09	\$4.99	\$3.16	\$3.62	\$4.06	\$4.07	\$4.67	\$4.71	\$5.02	\$5.25	\$5.25	\$5.45	\$6.37	
\$170,000	1,388	\$0.83	\$1.25	\$1.68	\$2.74	\$3.76	\$3.80	\$4.86	\$5.92	\$3.75	\$4.25	\$4.81	\$4.83	\$5.54	\$5.59	\$5.95	\$6.23	\$6.23	\$6.47	\$7.56	
\$185,000	1,551	\$0.93	\$1.40	\$1.87	\$3.06	\$4.20	\$4.24	\$5.43	\$6.61	\$4.19	\$4.72	\$5.38	\$5.40	\$6.19	\$6.25	\$6.65	\$6.96	\$6.96	\$7.23	\$8.45	
\$190,000	1,606	\$0.96	\$1.45	\$1.94	\$3.17	\$4.35	\$4.39	\$5.62	\$6.85	\$4.34	\$4.87	\$5.57	\$5.59	\$6.41	\$6.47	\$6.89	\$7.21	\$7.21	\$7.48	\$8.75	
\$200,000	1,715	\$1.02	\$1.55	\$2.07	\$3.38	\$4.64	\$4.69	\$6.00	\$7.31	\$4.63	\$5.19	\$5.95	\$5.97	\$6.84	\$6.91	\$7.36	\$7.70	\$7.70	\$7.99	\$9.34	
\$210,000	1,824	\$1.09	\$1.65	\$2.20	\$3.60	\$4.94	\$4.99	\$6.38	\$7.78	\$4.93	\$5.50	\$6.33	\$6.35	\$7.28	\$7.35	\$7.82	\$8.19	\$8.19	\$8.50	\$9.94	
\$225,000	1,987	\$1.19	\$1.79	\$2.40	\$3.92	\$5.38	\$5.44	\$6.95	\$8.47	\$5.37	\$5.97	\$6.89	\$6.91	\$7.93	\$8.01	\$8.52	\$8.92	\$8.92	\$9.26	\$10.83	
\$250,000	2,260	\$1.35	\$2.04	\$2.73	\$4.46	\$6.12	\$6.18	\$7.91	\$9.63	\$6.11	\$6.75	\$7.84	\$7.86	\$9.02	\$9.11	\$9.69	\$10.15	\$10.15	\$10.53	\$12.31	
\$275,000	2,532	\$1.51	\$2.29	\$3.06	\$4.99	\$6.86	\$6.93	\$8.86	\$10.80	\$6.84	\$7.53	\$8.79	\$8.81	\$10.10	\$10.20	\$10.86	\$11.37	\$11.37	\$11.80	\$13.80	
\$290,000	2,696	\$1.61	\$2.43	\$3.26	\$5.32	\$7.30	\$7.38	\$9.43	\$11.49	\$7.29	\$8.00	\$9.35	\$9.38	\$10.76	\$10.86	\$11.56	\$12.10	\$12.10	\$12.56	\$14.69	
\$300,000	2,805	\$1.68	\$2.53	\$3.39	\$5.53	\$7.60	\$7.67	\$9.82	\$11.96	\$7.58	\$8.32	\$9.73	\$9.76	\$11.19	\$11.30	\$12.03	\$12.59	\$12.59	\$13.07	\$15.28	
\$372,000	3,589	\$2.14	\$3.24	\$4.34	\$7.08	\$9.72	\$9.82	\$12.56	\$15.30	\$9.70	\$10.57	\$12.45	\$12.49	\$14.32	\$14.46	\$15.40	\$16.12	\$16.12	\$16.73	\$19.56	
\$375,000	3,622	\$2.16	\$3.27	\$4.38	\$7.14	\$9.81	\$9.91	\$12.68	\$15.44	\$9.79	\$10.66	\$12.57	\$12.60	\$14.45	\$14.60	\$15.54	\$16.26	\$16.26	\$16.88	\$19.74	
\$400,000	3,895	\$2.33	\$3.52	\$4.71	\$7.68	\$10.55	\$10.66	\$13.63	\$16.61	\$10.53	\$11.44	\$13.51	\$13.55	\$15.54	\$15.69	\$16.71	\$17.49	\$17.49	\$18.15	\$21.23	
\$425,000	4,167	\$2.49	\$3.76	\$5.04	\$8.22	\$11.29	\$11.40	\$14.59	\$17.77	\$11.26	\$12.23	\$14.46	\$14.50	\$16.63	\$16.79	\$17.88	\$18.71	\$18.71	\$19.42	\$22.71	
\$450,000	4,440	\$2.65	\$4.01	\$5.37	\$8.76	\$12.02	\$12.15	\$15.54	\$18.93	\$12.00	\$13.01	\$15.41	\$15.45	\$17.71	\$17.89	\$19.05	\$19.93	\$19.93	\$20.69	\$24.20	
\$475,000	4,712	\$2.82	\$4.26	\$5.69	\$9.29	\$12.76	\$12.89	\$16.49	\$20.09	\$12.74	\$13.79	\$16.35	\$16.40	\$18.80	\$18.99	\$20.21	\$21.16	\$21.16	\$21.96	\$25.68	
\$500,000	4,985	\$2.98	\$4.50	\$6.02	\$9.83	\$13.50	\$13.64	\$17.45	\$21.25	\$13.47	\$14.57	\$17.30	\$17.35	\$19.89	\$20.09	\$21.38	\$22.38	\$22.38	\$23.23	\$27.17	

Preliminary Net TCAP	327,289,352
2024 Median Value	\$372,000
2025 Median Value	\$372,000
Percent Change	0.00%
Pay 2025 Fiscal Disparity Distribution:	\$ 104,432.00

Pay Year 2025
 *Date 10/9/2024
 *The preliminary data is subject to change.



Board of Commissioners

Request for Board Action

Item Number: DC-3966

Agenda #: 11.3

Meeting Date: 12/17/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Cooperative Construction Agreement With Minnesota Department Of Transportation For Trunk Highway 52 Intersection Improvements At County State Aid Highway 32, County Project 32-65

PURPOSE/ACTION REQUESTED

Authorize execution of Cooperative Construction Agreement No. 1057369 with the Minnesota Department of Transportation (MnDOT) for Trunk Highway (TH) 52 intersection improvements at County State Aid Highway (CSAH) 32 (117th Street), County Project (CP) 32-65 in Inver Grove Heights.

SUMMARY

To provide a safe and efficient transportation system, the City of Inver Grove Heights, in cooperation with Dakota County, is proceeding with CP 32-65. The project will reconstruct 117th Street East from CSAH 71 (Rich Valley Boulevard) to the Trunk Highway (TH) 52/117th Street Interchange. The project is a part of the larger CSAH 32 network in Dakota County, which connects Interstate 35W in Burnsville to TH 52 in Inver Grove Heights. The corridor serves a high volume of freight traffic. The purpose of the project is to meet 10-ton design standards, enhance transportation system efficiency and mobility, provide pedestrian and bicycle facilities, reduce access points, improve pavement conditions, and facilitate the phased development of an essential east-west transportation corridor within the region.

The terms of the agreement includes the survival of the terms, plans, incorporation of exhibits, and the effective date. This agreement will be effective when the State obtains all signatures required by Minnesota Statutes § 16C.05. This Agreement will expire when all obligations have been satisfactorily fulfilled. Survival of terms: all clauses that impose obligations continuing in their nature and must survive to give effect to their meaning will survive the expiration or termination of this agreement. The terms and conditions outlined in signal systems and Emergency Vehicle Preemption (EVP) systems, as well as operation and maintenance, will survive the expiration of this agreement but may be terminated by another agreement between the parties.

Executing MnDOT Cooperative Construction Agreement No. 1057369 will establish cost-sharing and update the maintenance, operation, and power responsibilities for two of the three traffic signals. This agreement will replace and terminate the operation and maintenance terms outlined in the Cooperative Construction Agreement between the State and the City of Inver Grove Heights for these signals.

The traffic control signals are located at the following intersections: TH 52 west ramps at 117th Street, TH 52 east ramps at 117th Street /Frontage Roads, and Clark Road at 117th Street. The signal system at Clark Road and 117th Street is not included in this agreement, as it is now under the jurisdiction of Dakota County and the City of Inver Grove Heights. A separate Joint Powers Agreement will outline the duties and responsibilities between the County and the City, ensuring a clear division of responsibilities.

The Agreement will allow the construction of grading, bituminous surfacing, Americans with Disabilities Act improvements and signal construction on the State's TH 52 right of way. The State will grant the County (and its contractors and consultants) the right to occupy the TH right of way as necessary to perform the work described in the Project Plans. The Agreement will also define maintenance operation and responsibilities for traffic control signal systems and Emergency Vehicle Preemption (EVP) systems operation.

RECOMMENDATION

Staff recommends executing Cooperative Construction Agreement No. 1057369 with MnDOT for construction, maintenance, and operations of traffic signals for CP 32-65.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2024 Transportation Capital Improvement Program includes a total budget of \$23,460,000 for CP 32-65. Sufficient funds are available for the agreement with MnDOT. Maintenance and operation costs will be accounted for in the 2025 signal operating budget.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights are proceeding with County Project 32-65; and

WHEREAS, the project will reconstruct 117th Street East from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to the Trunk Highway (TH) 52/117th Street Interchange; and

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

WHEREAS, the 117th Street corridor is a part of the more extensive CSAH 32 network in Dakota County, which connects Interstate 35W in Burnsville to TH 52 in Inver Grove Heights; and

WHEREAS, the 117th Street and CSAH 71 corridors are considered Tier 1 regional truck corridors; and

WHEREAS, the design includes a two-lane, median-divided roadway for a one-mile segment of 117th Street between Rich Valley Boulevard and the Flint Hills Resources Refinery access, just west of the TH 52/117th Street Interchange; and

WHEREAS, County Project 32-65 addressed current and future traffic volumes and safety

improvements for the corridor; and

WHEREAS, the County is the lead agency for the construction of the project; and

WHEREAS, execution of Cooperative Construction Agreement No. 1057369 will define right of way use, contract award and construction, and maintenance responsibilities for County Project 32-65; and

WHEREAS, the County will perform grading, bituminous surfacing, concrete surfacing, Americans with Disabilities Act (ADA) improvements, erosion control, milling, curb and gutter, retaining wall, bituminous trail, stormwater Best Management Practices, turf establishment, signing and striping, signal construction, and other associated construction upon, along, and adjacent to 117th Street from Rich Valley Boulevard to Courthouse Boulevard and on Rich Valley Boulevard from 911 feet south of 117th Street to 1162 feet north of 117th Street according to County-prepared plans, specifications, and special provisions designated by the County as County Project 32-65 (ST00006) and as State Aid Projects 019-632-051, 019-671-007, and 178-020-032, and by the State as State Project 1907-127 (TH 52=053) ("Project"); and

WHEREAS, the County requests the State allow the construction of grading, bituminous surfacing, ADA improvements, and signal construction on the State's TH 52 right of way, and the State is willing to allow said construction; and

WHEREAS, staff recommends Dakota County execute Cooperative Construction Agreement No.1057369 with the State of Minnesota, Department of Transportation to provide for routine maintenance by the County upon, along, and adjacent to Trunk Highway 52, the limits of which are defined in said Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Cooperative Construction Agreement No. 1057369 with the Minnesota Department of Transportation to define right of way use, contract award, construction, and maintenance responsibilities at I-35W Northwest Ramp and County State Aid Highway 32, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None

ATTACHMENTS

Attachment: Location Map

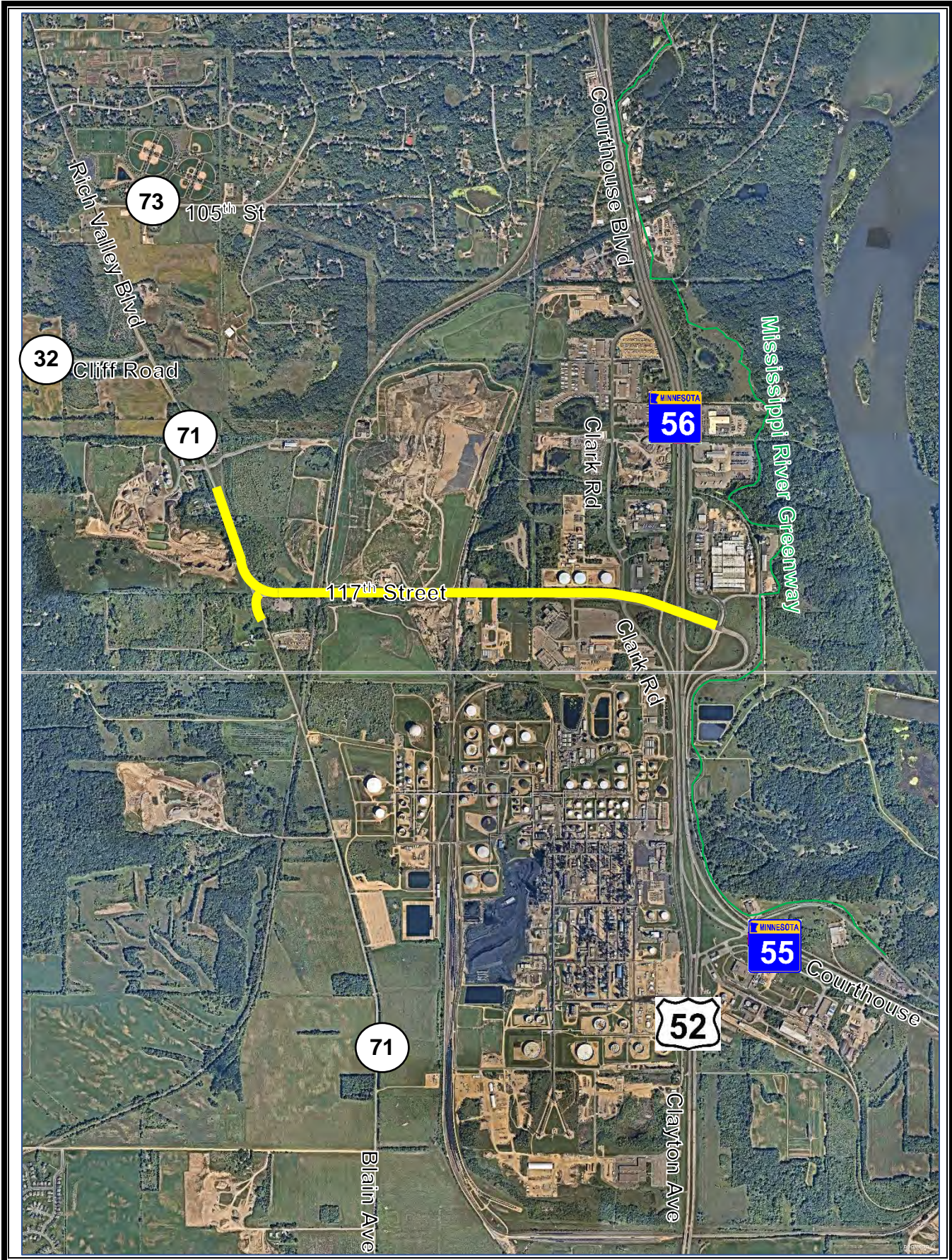
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: John Sass



County Project 32-65



Board of Commissioners

Request for Board Action

Item Number: DC-3967

Agenda #: 11.4

Meeting Date: 12/17/2024

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Safe Routes To Schools Program State Bond Grant Agreement From Minnesota Department Of Transportation For Improvements On 80th Street East In Inver Grove Heights, County Project 28-66

PURPOSE/ACTION REQUESTED

Authorize execution of Safe Routes To Schools (SRTS) program state bond grant agreement No. 1058460 with the Minnesota Department of Transportation (MnDOT) for improvements to County State Aid Highway (CSAH) 28 (80th Street East), County Project 28-66, in Inver Grove Heights.

SUMMARY

County Project 28-66 in Inver Grove Heights will include the preliminary design for pedestrian and bicycle safety, SRTS improvements, and traffic signal improvements along CSAH 28 between Babcock Avenue and Boyd Avenue. This project was identified in the 2021 Dakota County Pedestrian Crossing Safety Assessment to provide improved pedestrian and bicyclist crossing infrastructure for community destinations along CSAH 28 in the project area. During project development, the SRTS crossing infrastructure improvements were separated into an independent plan set and a construction project to meet funding deadlines. This request for board action only refers to the SRTS plans of County Project 28-66.

A \$250,000 Minnesota State SRTS grant was awarded to Dakota County in 2022 to fund crossing infrastructure improvements along CSAH 28 near Simley High School. A contractor must be awarded the construction contract to complete the grant agreement before the end of 2024 calendar year. If a grant agreement is not completed, the funds will be withdrawn. The project was advertised for construction bids on November 12, 2024, and bids were opened on December 9, 2024. The County Board authorized administrative award of the contract with Resolution No. 24-591, on December 3, 2024. Construction is scheduled for 2025.

RECOMMENDATION

Staff recommends authorization of the Physical Development Director to execute the SRTS program state bond grant agreement No. 1058460 to obtain State bond funding.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2024 Transportation Capital Improvement Program Budget includes a total budget of \$2,238,058 for the project. This includes \$250,000 in funds from the Minnesota State SRTS grant. The construction cost of the SRTS crossing improvements construction contract is expected to be

completely covered by the SRTS grant funds. The engineer's Estimate is \$201,882.00.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project (CP) 28-66; and

WHEREAS, the purpose and need for the project is to improve safety and multi-modal mobility and increase accessibility for students walking and biking to school near the Simley High School campus; and

WHEREAS, to address the purpose and need for this Project, County Project 28-66 will include crossing infrastructure improvements ("the Project") along County State Aid Highway 28 (80th Street E) at the intersections of Bowman Avenue, Boyd Avenue, and Simley High School's eastern egress access; and

WHEREAS, a \$250,000 Minnesota State Safe Routes To School (SRTS) grant was awarded to Dakota County in 2022 for construction of the Project; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said construction and maintenance, per the Cost Sharing Policy within the Dakota County 2040 Transportation Plan (July 2021); and

WHEREAS, The SRTS crossing improvements were separated into an independent construction project to meet funding deadlines; and

WHEREAS, Dakota County is the lead agency for CP 28-66; and

WHEREAS, a grant agreement for the SRTS funds must be completed by the end of 2024 calendar year, or funds will be withdrawn; and

WHEREAS, Dakota County has applied to the Commissioner of Transportation for a grant from the SRTS Account; and

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

WHEREAS, Dakota County advertised for construction bid on November 12, 2024, for the SRTS work associated with CP 28-66 and opened bids on December 9, 2024; and

WHEREAS, the bid results for CP 28-66 included a low bid of \$218,750.00 from Equity Builders & Construction Services that County Board authorized administrative award with Resolution No. 24-591, December 3, 2024; and

WHEREAS, the amount of the grant has been determined to be \$218,750.00 by reason of the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED, That Dakota County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.40, and will pay any additional amount by which the cost exceeds the estimate and will return to the Safe Routes to Schools Account any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute Exhibit C - Bond Finance Property Certification of general obligation bond-financed property on the project area as required by Minnesota Department of Transportation Agreement No. 1058460 for Safe Routes To Schools program state bond grant, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Agreement No. 1058460 with the Minnesota Department of Transportation for state bond funds through Safe Routes To Schools (SRTS) program for County Project 28-66, State Aid Project 019-628-016, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

Attachment: Safe Routes to School Grant Letter

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

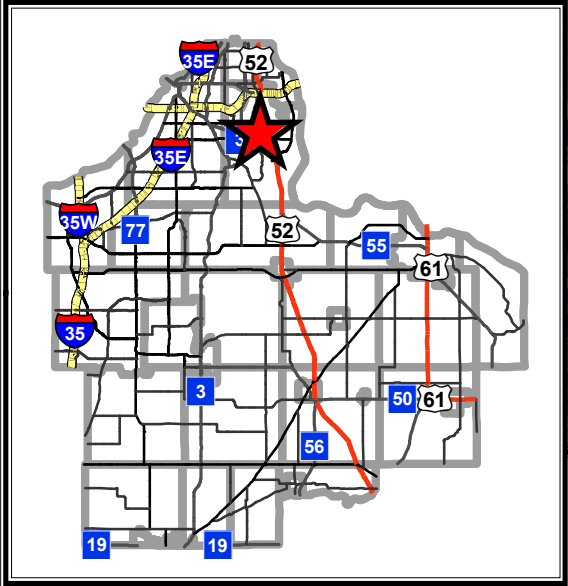
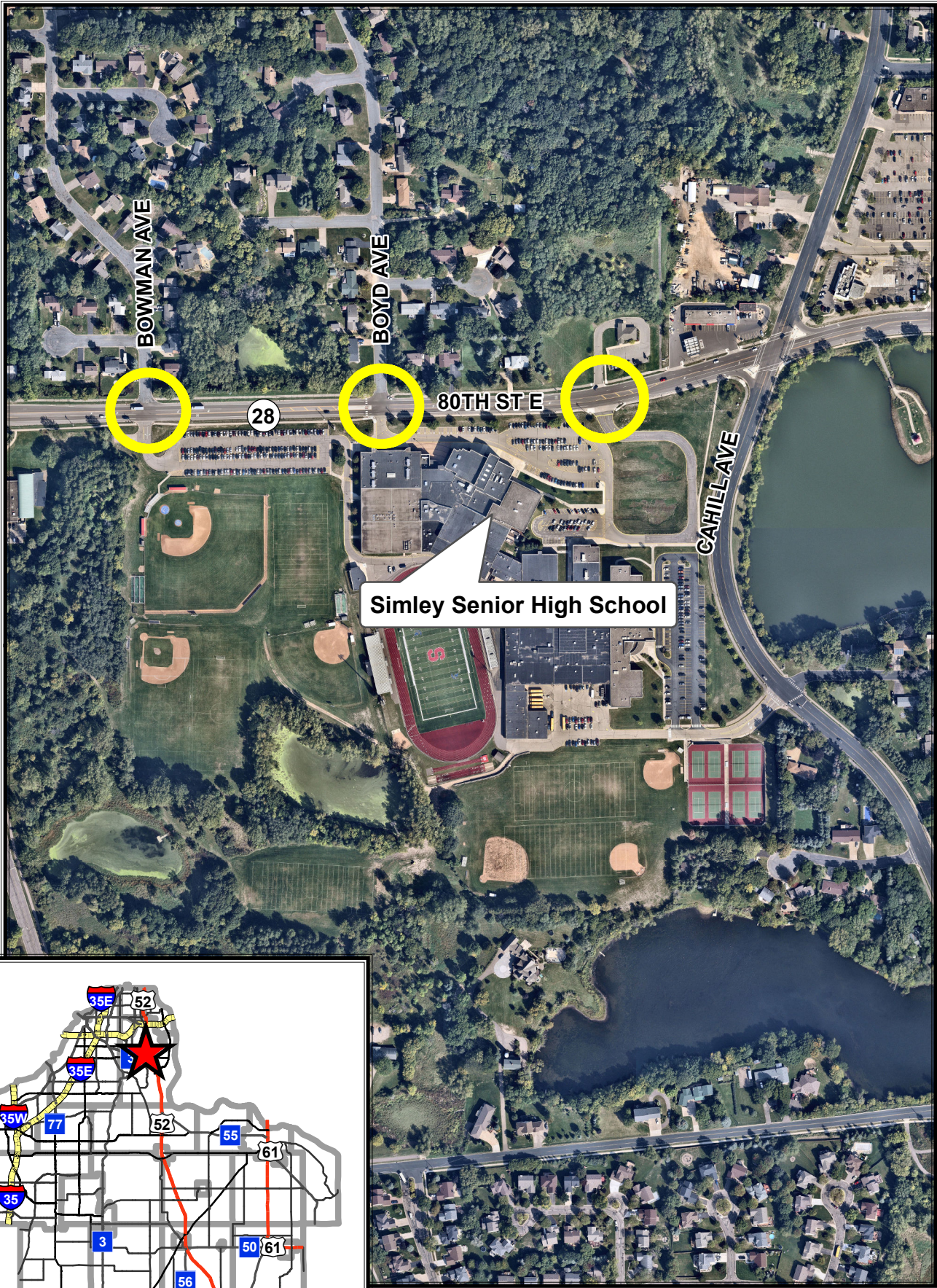
Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Keelee Roggenbuck

Prepared by Dakota County Physical Development Division



County Project 28-66

November 8, 2024

Erin Laberee
Dakota County Engineer
14955 Galaxie Avenue, 3rd Floor
Apple Valley, MN 55124-8579

In reply refer:
Safe Routes to School (SRTS) Grant
State Aid Accounting System Account No. 350 (2020 SRTS Bond Funds)
MnDOT Agreement No. 1058460
SAP 019-628-016

Dear Erin Laberee,

You are now authorized to advance the status of this project. Your total SRTS funding is \$198,565.84 for the project. This project is eligible for costs associated with construction of ADA and Crossing Improvements at the Intersections of CSAH 28 with Bowman Avenue, Boyd Avenue and the easterly exit of Simley High School in Dakota County.

This project funding requires the execution of a MnDOT grant agreement before the SRTS funds can be authorized. After the bid opening, please submit the bid abstract and an excel format low bid that identifies participating and non-participating items electronically to Mohamed Farah (mohamed.m.farah@state.mn.us) with copies to me (steven.prusak@state.mn.us), Marc Briese (marc.briese@state.mn.us), and your district state aid engineer. The final funding determination for the grant agreement will be based on the low bid award and will be provided to the county by letter from Mohamed Farah with State Aid Finance. The county should use the numbers from the encumbrance letter in assembling the SRTS grant agreement.

The MnDOT grant agreement must be fully executed before the grant can be authorized, and **the grant agreement should be fully executed before work begins on the project.** Please contact me if this will be an issue.

The MnDOT agreement number is 1058460 and should be included in the upper right corner of the SRTS grant agreement. Please submit a draft agreement to Olga Kruglova (olga.kruglova@state.mn.us) from my office for review prior to obtaining local agency signatures. Then submit a pdf of the grant agreement with local agency signatures to Ms. Kruglova for approval and final execution. The template for the 2020 SRTS Bond grant agreement and resolution can be found on the SRTS website. During construction, you will need to work with the District State Aid Engineer on submitting and approving documentation and state aid pay requests for this work.

Project Estimate

2020 SRTS Funds (SAAS Acct 350) – CONSTRUCTION	\$	184,220.00
2020 SRTS Funds (SAAS Acct 350) - CONTINGENCY	\$	14,345.84
Total	\$	198,565.84

Sincerely,


Active Transportation Engineer

Digitally signed by
Steven Prusak
Date: 2024.11.08
13:01:52 -06'00'

Steve Prusak
State Aid Active Transportation Engineer

copy: Dan Erickson, Metro District State Aid Engineer
Luke Lortie, Metro District State Aid Assistant
Marc Briese, State Aid Programs Manager
Rashmi Brewer, State Aid Programs Engineer
Mohamed Farah, State Aid Finance
Olga Kruglova, State Aid Programs
Keelee Roggenbuck, Dakota County
John Sass, Dakota County



Board of Commissioners

Request for Board Action

Item Number: DC-3900

Agenda #: 11.5

Meeting Date: 12/17/2024

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Eagan For Natural Resource Restoration And Enhancement Of Caponi Art Park

PURPOSE/ACTION REQUESTED

Authorize expenditure of up to \$275,960.00 through a joint powers agreement (JPA) with the City of Eagan to enhance and restore natural resources in Caponi Art Park.

SUMMARY

By Resolution No. 20-568 (November 17, 2020), the County Board adopted the Land Conservation Plan (LC Plan) to prioritize and improve County coordination and collaboration with other agencies and organizations regarding land protection and long-term natural resource management. The County received \$6.2 million of Outdoor Heritage funds appropriated by the 2022 Minnesota Legislature for land protection and restoration to assist in implementing the LC Plan.

The County initiated the City-County Conservation Collaborative (Collaborative) in 2021 as an innovative and strategic LC Plan initiative to assist and provide incentives for cities to increase natural resource management on important city-owned property. The County worked with the cities to jointly develop guidelines and criteria for implementing the Collaborative, and cities were then asked to submit potential natural resource restoration projects to the County for financial and other assistance. The City of Eagan submitted a proposal for restoring 40 acres of the 50-acre Caponi Art Park (Park).

The LC Plan also developed a recommended cost share split of 85/15-County/City, but each case will be negotiated per a management agreement between the County and City, based on precedent greenway policies and the Land Conservation Collaborative. Examples include River to River Greenway between County and Cities of Mendota Heights and West St. Paul, Lake Marion Greenway with the cities of Farmington, Lakeville, and Burnsville, and North Creek Greenway with the cities of Apple Valley, Farmington, and Lakeville.

Caponi Art Park is recognized as one of Eagan's most unique sites. It contains a diversity of landcovers typical of the region, including oak woodland, oak forest, oak savanna, and lakeshore, and is adjacent to another large natural area, Patrick Eagan Park. The Park is a well-known and heavily used community resource. Due to its diverse native vegetation communities, high-quality resources, adjacency to other natural areas, and high visibility and usage, this is a high-priority area for the City and the County. The County completed a field survey and developed a Restoration Plan for the entire Park that assessed current conditions and provided management goals,

recommendations, and a work plan that describes restoration activities, a schedule, and estimated costs. Approximately 40 acres are recommended to be restored and managed in the Park as Phase 1 of the plan.

The City shared the JPA and the Restoration Plan for the Park with the City Council on November 19, 2024, at which time the City Council gave its support for the draft JPA and Restoration Plan.

RECOMMENDATION

Staff recommends that the County Board authorize the Physical Development Director to execute a JPA with the City to expend up to \$234,566.00, from a combination of state grant funds and County funds, to implement natural resource enhancement and restoration of the Caponi Art Park located within the City of Eagan.

EXPLANATION OF FISCAL/FTE IMPACTS

The County would provide up to 85 percent of the cost or \$234,566. The City will contribute 15 percent, or \$41,394, with cash and in-kind contributions.

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

RESOLUTION

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

WHEREAS, the County initiated the City-County Conservation Collaborative (Collaborative) in 2021 as an innovative and strategic LC Plan initiative to assist and provide incentives for cities to increase natural resource management on important city-owned property, as well as establish the recommended cost share split of 80-85 percent from County and 15-20 percent from City; and

WHEREAS, the County has precedent working with the Cities of Mendota Heights, West St. Paul, Farmington, Lakeville, Eagan, and Burnsville on greenway natural restoration projects using similar cost share splits; and

WHEREAS, the County received \$6.2 million of Outdoor Heritage (OH) funds appropriated by the 2022 Minnesota Legislature (ML22) for land protection and restoration to assist in implementing the LC Plan; and

WHEREAS, the County worked with the cities to develop guidelines and criteria for implementing the Collaborative, and the cities were then asked to submit potential natural resource restoration projects; and

WHEREAS, the City of Eagan (City) submitted a proposal for restoring 40 acres of Caponi Art Park (Park); and

WHEREAS, the County prepared a Restoration Plan for the Park that assessed current conditions and provided management goals, recommendations, and a work plan that describes restoration

activities, schedule, and estimated costs; and

WHEREAS, the City shared the Restoration Plan with the City Council on November 19, 2024, at which time they approved the plan and restoration activities for the Park; and

WHEREAS, the estimated total cost to implement the enhancement and restoration of 40 acres of the Park is \$275,960.00; and

WHEREAS, the County would provide up to \$199,381 (85% of the project cost) of the available ML22 OH appropriation to the County and \$35,185 (15% of the project cost) of County match funds; and

WHEREAS, the City agrees to contribute 15 percent of the project costs or \$41,394 with cash and in-kind contributions; and

WHEREAS, the County and City have developed a draft joint powers agreement that describes the purpose, terms, and obligations of both entities for implementing this natural resource enhancement and restoration project within a portion of the Park located in the City.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of Egan to expend up to \$234,566 from a combination of state grant funds and County funds to implement natural resource enhancement and restoration of Caponi Art Park located within the City of Egan.

PREVIOUS BOARD ACTION

20-568; 11/17/20

ATTACHMENTS

Attachment: City of Egan Caponi Art Park DRAFT Joint Powers Agreement

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler
Author: Joseph Walton

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND
THE CITY OF EAGAN FOR NATURAL RESOURCE RESTORATION AND
ENHANCEMENT OF CAPONI ART PARK**

WHEREAS, the parties to this Joint Powers Agreement (Agreement) are the County of Dakota (County), a political subdivision of the State of Minnesota and the City of Eagan (City), a governmental and political subdivision of the State of Minnesota. This Agreement is made pursuant to the authority conferred by the parties by Minn. Stat. Sec. 471.59.

WHEREAS, by Resolution 20-568 (November 17, 2020), the County adopted the Land Conservation Plan for Dakota County (LC Plan), which included development of the City - County Conservation Collaborative (Collaborative); and

WHEREAS, one of the LC Plan's goals is to prioritize and improve County coordination and collaboration with other agencies and organizations regarding land protection and long-term natural resource management. on non-County land; and

WHEREAS, the County received \$6.066 million of Outdoor Heritage (OH) funds appropriated by the 2022 Minnesota Legislature (ML22) for land protection and restoration to assist in implementing the LC Plan; and

WHEREAS, the County worked with all of the cities in the County to jointly develop guidelines and criteria for implementing the Collaborative, and cities were then asked to submit potential natural resource restoration projects to the County for financial and other assistance; and

WHEREAS, the City of Eagan submitted a proposal for restoring 40 acres of Caponi Art Park (Park), a 50-acre park, located within city limits; and

WHEREAS, the County provided initial funding for a contractor to complete a field survey and a Restoration Plan for the Park that assessed current conditions; provides natural resource management goals and recommendations; and a work plan that describes restoration activities, schedule, and estimated costs; and

WHEREAS, public comments, including comments from the Caponi Art Park organization have been incorporated into a final workplan for implementing restoration activities in the Park (Project) attached as Exhibit 1; and

WHEREAS, the County and the City desire to enter into this Agreement for the County and City to apportion total project cost; and

WHEREAS, the estimated cost of Phase 1 of the Project is ~~\$275,960~~~~001,400.00~~ and

WHEREAS, the County agrees to contribute up to eighty-five (85) percent of the Project costs, or ~~\$234,566~~~~471,190.00~~; and

WHEREAS, the City agrees to contribute fifteen (15) percent of the Project costs or ~~\$41,394~~~~30,210.00~~ with cash and in-kind contributions.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City

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shall derive from this Joint Powers Agreement (“Agreement”), the parties hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to provide cooperation and funding by the County for grant match required by the Grant for the Project, and to define the responsibilities and obligations of the County and City for cost contribution and Project management.

**ARTICLE 2
TERM**

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and expires on June 30, 2027, or upon completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 3
COOPERATION**

- 3.1 Duty of Good Faith. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 3.2 Assignment. Neither the City nor the County may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed by the County and the City.

**ARTICLE 4
COUNTY OBLIGATIONS**

- 4.1 Contribution Amount. The County shall contribute an amount not to exceed ~~Two One Hundred Seventy One Thousand, Five Hundred Sixty Six Ninety One~~ ~~Dollars~~ ~~(\$234,566,171,199.00)~~ ("Agreement Maximum") for actual restoration costs incurred for the Project.
- 4.2 Reimbursement by County. After this Agreement has been executed by both parties, the City may claim reimbursement for costs in accordance with the Agreement.
 - A. Procedure. The County will reimburse the City within forty-five (45) calendar days of the City's submission of invoices to the County for actual ecological restoration

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costs of the Project. Invoices must be submitted in the form acceptable to the County and must include the name and address of the vendor, date of purchase of the work, site where the work is performed, description of the items or tasks purchased or performed, and the unit price and quality of materials and/or tasks. Requests for reimbursement must be submitted by the City to the County at least quarterly and final reimbursement must be submitted by January 30, 2029. The City must certify that the requested reimbursements are accurate, appropriate, and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise improper, the County will notify the City in writing within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from the City, the County will make payment within forty-five (45) calendar days.

- B. Net Increases in Actual Installation Costs. Any net increase in actual restoration costs exceeding the estimated total of (ENTER AMOUNT HERE) in costs for restoration shall not affect or increase the County's contribution amount. The County's contribution amount shall not exceed the Agreement Maximum set forth in Section 4.1, regardless of net increases in the estimated or actual restoration costs.
 - C. Right to Refuse Payment. The County may refuse to pay any claim from the City that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
 - D. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that significantly affect the Project scope or cost participation must be approved by the Authorized Representatives of both parties prior to the execution of the work. The City shall provide written notice and an explanation of the proposed changes. The County staff will approve such changes, but there will be no need to amend the JPA, unless additional funding is needed. If there is a minor change in the JPA such as in dates, area of restoration, or activities, the City shall Email the changes to the County Liaison, and the Liaison may respond with its approval. Both parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay completion of the Project. Liaisons from both parties will meet annually to review any minor adjustments to the work plan for the upcoming year.
 - E. Final Payment. The County shall withhold the five percent of the total maximum award prior to the final reimbursement payment until such time as the County documents its acceptance of the Final Annual Report that is due with the final payment request.
- 4.3 Project Management Team. County staff will participate on the Project Management Team coordinated by the City.

**ARTICLE 5
CITY OBLIGATIONS**

- 5.1 Contribution Amount. The City shall contribute an amount not to exceed ~~Forty One Thirty Thousand, Three Hundred Ninety Four Ten~~ dollars (\$41,39430,210.00) ("Agreement Maximum"), with cash and in-kind contributions, for actual restoration costs incurred for the Project.
- 5.2 Lead agency. The City is the lead agency for installation administration of the Project, effective upon execution of this Agreement by both parties.
- 5.3 Project Management. The City, or its agents or contractors, shall provide restoration services for the Project, and shall prepare Request for Proposal documents for the Project. The City shall provide the RFP for County approval, and the County shall review the RFP within two weeks of its receipt. The City will lead the restoration Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the work of the Project, assuring it meets professional standards of care. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.
- 5.4 Authorized Purpose. The funds provided under this Agreement may only be used by the City for payment of costs directly related to the Project.
- 5.5 Acknowledgment. The City shall appropriately acknowledge the assistance provided by the County and the State (Outdoor Heritage Fund [OHC]), pursuant to this Agreement, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Post a sign, or signs, acknowledging the state funder, OHC.
- 5.6 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the work anticipated by this Project. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- 5.7 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.
- 5.8 Installation and Design Failures. Any failure related to restoration and enhancement work or design of the Project shall be addressed in the contracts with the restoration firm or professional services firm.
- 5.9 City Responsibility for Project Delivery. The City will be responsible for management and inspection of the work of the Project assuring it is accordance with State laws and meets professional standards. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.
- 5.10 City Responsibility for Maintenance of Native Vegetation. The City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area. Maintenance will be performed ongoing, perpetually for the life of the Park.

Commented [LT1]: Is there a requirement to acknowledge the State funder? Outdoor Heritage Fund?

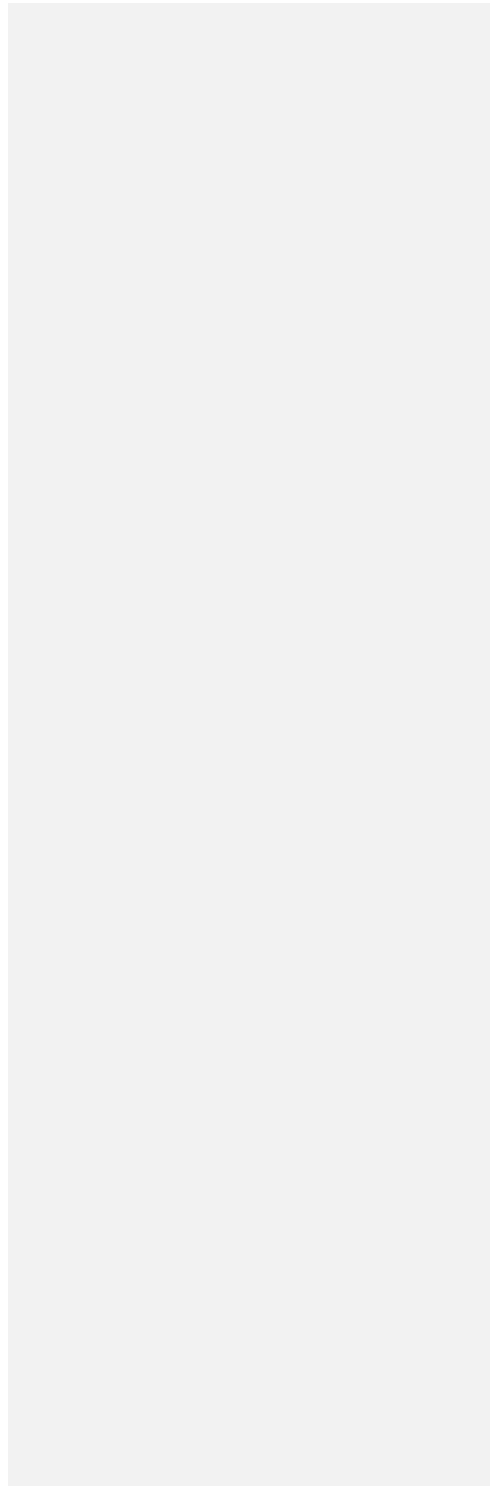
Commented [WJ2R1]: Yes, good point. I added that. Thanks.

Commented [LT3]: Is there a time limit on the maintenance?

Commented [WJ4R3]: Yes, thanks. Perpetually.

5.11 Reporting. If the City engages any contractors to perform any part of the Project, the City agrees that the contract for such services, labor, or materials shall include the following provisions:

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- A. The contractor must maintain all records and provide all reporting as required by this Agreement, including in-kind and cash match contributions. In-kind match may be reported on the City’s own tracking system as long as the required items are included;
- B. The City shall submit an Annual Report within 30 days of the end of calendar year, including in-kind and cash match contributions. A copy of the template Annual Report shall be provided to the City by the County;
- C. The City shall submit a Final Annual Report, which is due with the City’s final payment request, including in-kind and cash contributions;
- D. The contractor must defend, indemnify, and hold harmless the City and County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;
- E. The contractor must provide and maintain insurance as set forth in the Insurance Terms, which is attached and incorporated herein as Exhibit 2, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- F. The contractor must be an independent contractor for the purposes of completing the contracted work; prevailing wage must be addressed and paid as necessary; and
- G. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, codes, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

Commented [LT5]: Are prevailing wages paid and if so, what reporting is required? Does the County need the records or is that a City responsibility?

Commented [WJ6R5]: Yes, good point. I added language to address that.

**ARTICLE 6
INSURANCE**

Except as otherwise stated in this Agreement, each party to this Agreement shall be solely liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against 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. In order to insure a unified defense against any third-party liability claim arising from the work of the Project, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance, commercial auto liability insurance and professional liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 and worker’s compensation insurance coverage as required by Minn. Stat. § 176.182 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to

promptly provide County copies of any insurance policy related to this Agreement upon the County's request.

**ARTICLE 7
REPORTING, ACCOUNTING, AND AUDITING REQUIREMENTS**

- 7.1 Accounting Records. The City agrees to establish and maintain accurate and complete accounts, financial records, and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of 6 years following the expiration of this Agreement. City agrees to promptly provide the County copies of any accounting records related to this Agreement upon the County's request.
- 7.2 Auditing. The City shall maintain books, records, documents, and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor, or the State Auditor to inspect, audit, copy, or abstract all of the books, records, papers, or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents, and other evidence for a period of 6 years from the date of the completion of the activities funded by this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

- 8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY:
Georg Fischer, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY:
Adam Schnaible
City Forestry Supervisor
3830 Pilot Knob Rd
Eagan, MN 55122

- 8.2 Notification to County Attorney. In addition, notification to the County regarding termination or breach of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.
- 8.3 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. At the time of execution of this Agreement, the following persons are the designated liaisons:

To the County:
~~Christian Klatt~~ ~~Joe Walton~~
Telephone: (952) 891-~~79477507~~
Email: christian.klatt@co.dakota.mn.us

To the Liaison:
Adam Schnaible
Telephone: (651) 675-5500
aschnaible@cityofeagan.com

Commented [LT7]: I understand that Chris is taking over this project. Should he be the Liaison?

Commented [WJ8R7]: Yes, I can make Chris be the liaison.

8.4 Written Notice. The parties shall provide written notification to each other of any change to the designated Liaison or Authorized Representatives or the appointment of any additional designated liaisons or authorized representatives. Such written notification shall be effective to change the designated Liaison or Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 9 MODIFICATION

Any material alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 10 TERMINATION

10.1 In General. Either party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

10.2 Termination by County for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 11 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued exclusively in Dakota County, Minnesota.

ARTICLE 12 MERGER

12.1 Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior

negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

12.2 Exhibits. The following Exhibits are incorporated and made a part of this Agreement:

- Exhibit 1- Work Plan for the Project
- Exhibit 2 – Insurance Terms

By signing this Agreement, the parties acknowledge receipt of the above Exhibits.

**ARTICLE 13
SEVERABILITY**

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

**ARTICLE 14
WAIVER**

Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Agreement. Failure to enforce any provision of this Agreement shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

**ARTICLE 15
RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative, or employee of the City in the performance of this Agreement or the Project. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights, or benefits of any kind whatsoever.

**ARTICLE 16
AGREEMENT INTERPRETATION**

This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every article, section (including any subsection), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

ARTICLE 17

SURVIVORSHIP

The following provisions under this Agreement survive after the termination or expiration of this Agreement: Section 5.4 (Acknowledgement); Article 6 (Indemnification); Article 7 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 12 (Merger); Article 13 (Severability); Article 14 (Waiver); Article 15 (Relationship of the Parties); Article 16 (Agreement Interpretation); Article 17 (Survivorship). In addition, termination or expiration shall not discharge any obligation which, by its nature, would survive after the date of termination or expiration.

**ARTICLE 18
DATA PRACTICES.**

The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. All data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Approved by the City Council

CITY OF EAGAN

Date _____

By Mike Maguire, Mayor

Date of Signature _____

By _____

Elizabeth Van Hoose, City Clerk

Date of Signature _____

Commented [WJ9]: Update with City of Eagan information

Commented [WJ10]: Ditto

Approved by Dakota County Board
Resolution No. 23-377.

COUNTY OF DAKOTA

Approved as to form:

By _____

Date of Signature _____

Date

EXHIBIT 1

Work Plan

Priority	Year	Season	Units	Activity	Acres	Cost/Ac	Cost Est.
PHASE I: SITE-WIDE							
1	1	fall, winter	All	Control large exotic woody brush plants (high density)	24	4,000	96,000 + 38,400* = 134,400
1	1 to 4	fall, winter, or spring	All	Control small exotic woody brush plants (medium density)	16	900	14400 + 5,760* = 20,160
1	1 & 2	fall, winter	All	Treat exotic brush resprouts (in <i>low quality</i> areas can use either chemical applications or browsing goats; in <i>high quality</i> areas can use spot treatments)	38	400	15200 + 6,080* = 21,280
1	1	summer, fall	All	Annual ecological evaluation and assessment	38		800 + 320 = 1,120*
SUBTOTAL							\$126,400 + 50,560 = 176,960*
ERODING RAVINES							
				Design and engineering			15,000
1	1	NA	3	Clear invasive shrubs and undesirable trees	1		5,000 + 2,000* = 7,000
1	2	Spring, summer	3	Install rock drop structures at intervals along eroding channel	1		50,000 + 20,000* = 70,000
1	2	Spring, summer		Install native plants (plugs/pots) onto Sbare slopes and in ravine flats			5,000 + 2,000* = 7,000
SUBTOTAL					1		\$75,000 + 99,000* = 174,000
TOTAL FOR PHASE 1 (years 1-4)				Remove and control exotic brush AND Stabilize eroding ravines.	39		\$201,400 + 275,960 = 477,360*

*Accounts for additional cost due to Prevailing Wage requirements from Minnesota Department of Labor

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EXHIBIT 2

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

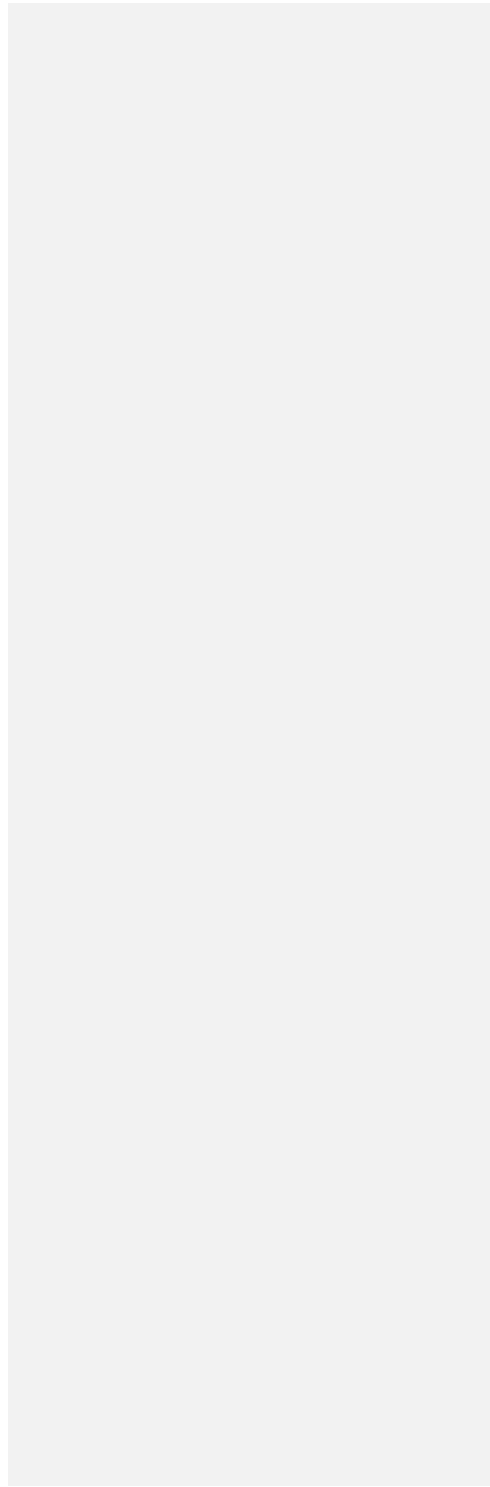
8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss

or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise,

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for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

K/CM/Exh/Insure-No-Prof-Liability-CM.doc
Revised: 10/07

DRAFT

Certificate Of Completion

Envelope Id: F1BCFF7819CE4B0686F8E0719AEFB750	Status: Completed
Subject: Complete with DocuSign: City of Burnsville, Dakota County Contract DCA20449.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Emilio Graulau III
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	emilio.graulau@co.dakota.mn.us
	IP Address: 47.232.61.154


Record Tracking

Status: Original	Holder: Emilio Graulau III	Location: DocuSign
10/24/2023 11:21:48 AM	emilio.graulau@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Georg Fischer
 Georg.Fischer@co.dakota.mn.us
 Director, Physical Development Division
 Dakota County
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 A29C6B8168944C4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 207.171.99.1

Timestamp

Sent: 10/24/2023 11:22:43 AM
 Viewed: 10/24/2023 12:21:54 PM
 Signed: 10/24/2023 12:21:59 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/24/2023 11:22:43 AM
Certified Delivered	Security Checked	10/24/2023 12:21:54 PM
Signing Complete	Security Checked	10/24/2023 12:21:59 PM
Completed	Security Checked	10/24/2023 12:21:59 PM
Payment Events	Status	Timestamps



Board of Commissioners

Request for Board Action

Item Number: DC-3968

Agenda #: 11.6

Meeting Date: 12/17/2024

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize a contract amendment to the Sambatek LLC contract (DCA21137) for additional construction administration, testing, inspection, and as-built services for County Project (CP) P00109.

SUMMARY

To provide a safe and efficient greenway system, Dakota County is proceeding with the Mississippi River Greenway (MRG) Rosemount East segment. The project includes the construction of 2.4 miles of shared-use trail to complete the last remaining segment of the national MRG within Dakota County. The final design includes a 10' shared-use trail, grade-separated underpass, barrier-separated trail adjacent to Pine Bend Trail Road, two at-grade railroad crossings, and roadway improvements from Trunk Highway 55 to the eastern trail entrance of Spring Lake Park. The County is the lead agency with construction occurring in 2024.

Mississippi River Greenway: Construction Administration Services

The number of construction projects in 2024 was greater than the number of available staff to manage and inspect the projects. In order to facilitate the construction of the project, the County sought the expertise of Sambatek to manage and inspect the construction so the project could be substantially completed in 2024. With Contract DCA21137, Sambatek provided the construction administration expertise and coordinated closely with the City of Rosemount, County staff, and Eureka Construction and their sub-contractors during the 2024 construction season. A minimal amount of construction observation remains to close out the project in 2025 as well as needed time for as-builts and miscellaneous administration. To ensure this expertise is carried through the end of construction, the County requested Sambatek to provide a scope for completing the construction administration, inspection, testing, and as-built work.

Associated Fees/Expenses: \$61,161.28

The total amendment for construction administration services totals \$61,161.28, bringing the amended contract total to \$607,543.91, which represents an increase of 11 percent of the total construction administration costs. A more detailed description of all tasks associated with the negotiated scope increase is provided by Sambatek (Attachment: Amendment Memorandum).

RECOMMENDATION

Staff recommends executing a contract amendment with Sambatek for additional construction administration services in the amount of \$64,219.34, which includes a 5 percent contingency, increasing the total amount to \$610,601.97 for CP P00109.

EXPLANATION OF FISCAL/FTE IMPACTS

There is currently \$12,446,981 allocated within the Parks Capital Improvement Program for MRG Rosemount East, P00109. Sufficient funds exist to amend the consultant contract.

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

RESOLUTION

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

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

WHEREAS, Dakota County is the lead agency for MRG Rosemount East, P00109, with construction scheduled to begin at the start of the 2024 construction season; and

WHEREAS, the 2024 construction workload was greater than the number of available County staff for construction management; and

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

WHEREAS, the 2024 Parks Capital Improvement Program Budget includes sufficient funding to accommodate the budget amendment necessary; and

WHEREAS, staff recommends amending contract number DCA21137 with Sambatek, LLC, to include construction management, testing, survey, as-built, and inspection services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Director to amend the contract with Sambatek LLC to perform construction management, testing, survey, and inspection services for County Project P00109 in an amount not to exceed \$64,219.34, which includes a 5 percent contingency, resulting in a total amended contract amount not to exceed \$610,601.97, including reimbursable items, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

- 23-596; 12/19/23
23-599; 12/19/23

ATTACHMENTS

Attachment: Project Location Map

Attachment: Amendment Memorandum

BOARD GOALS

A Great Place to Live

A Healthy Environment

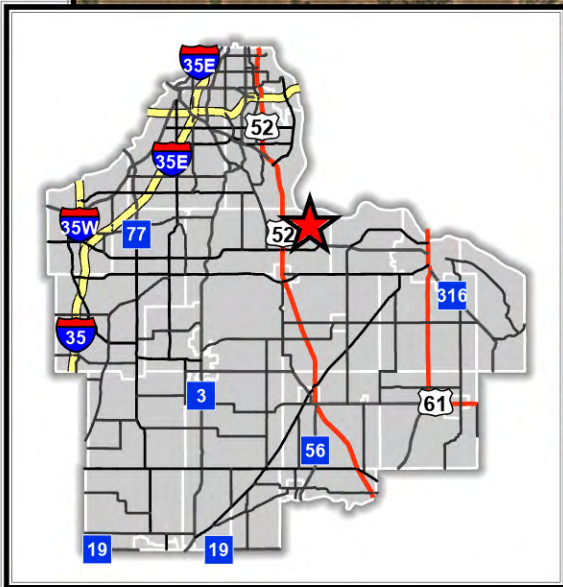
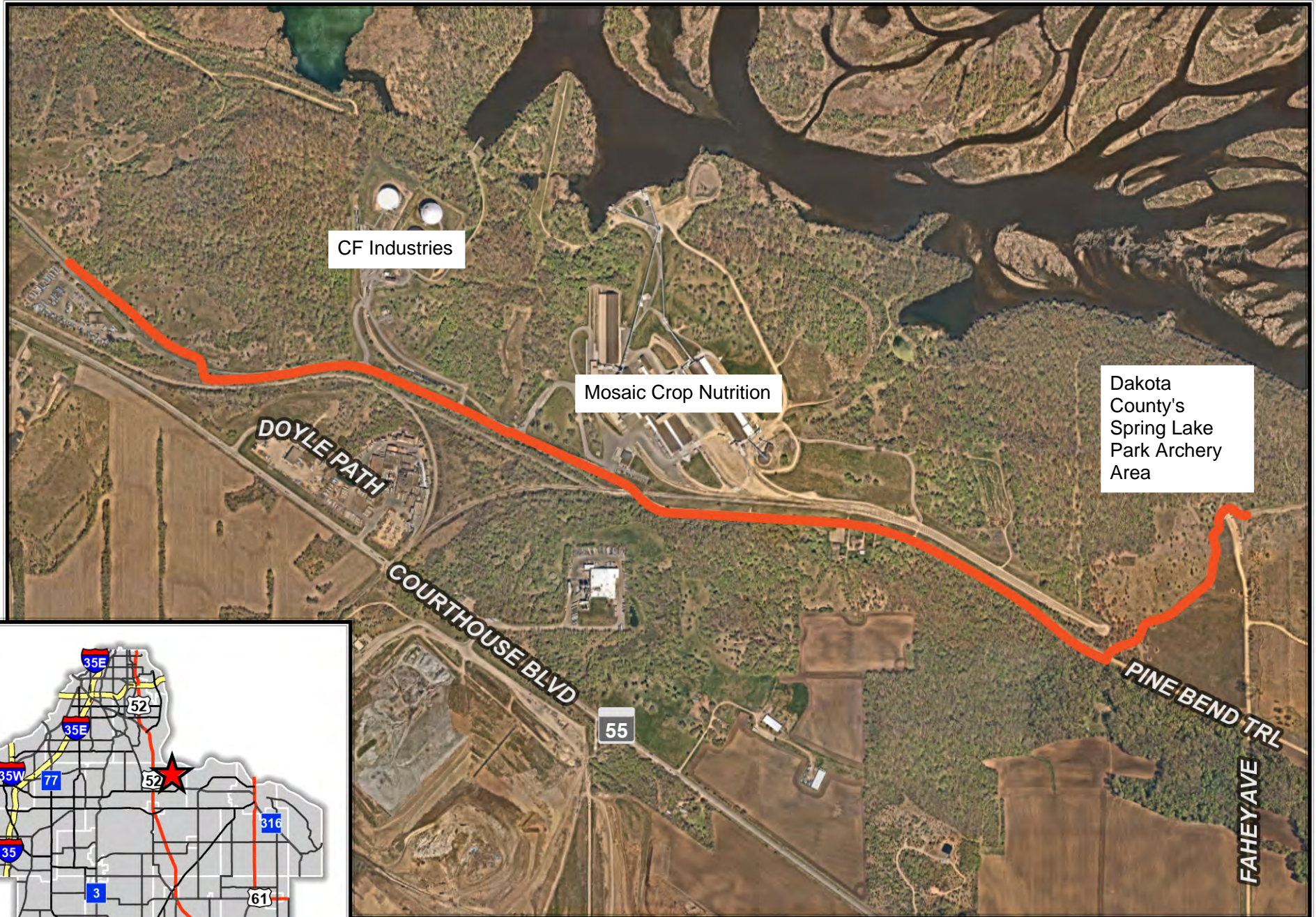
A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka



**County Project 98-006
MRG: Rosemount East**



Dakota County Mississippi River Greenway Construction Admin											
Classification	Total	Senior Professional I	Field Tech IV	Professional V	Professional IV	Professional II	Expenses (Total mileage, etc.)	Total Hours	Cost per Task (without expenses)	Total Cost per Deliverable (with expenses)	Notes & Assumptions
Project Role											
Description	Hours	Hours	Hours	Hours	Hours	Hours		Hours			
Task 1.0 Construction Administration											
Task 1.1 Contract Management, Admin and Misc. Expertise	0							0	\$0.00	\$0.00	Two weeks worth of active construction inspection for pavement markings, signing, and fencing Same hourly budget as original cost estimate
Task 1.2 Full time, on site observation	80				80		\$ 638.63	80	\$14,400.00	\$15,038.63	
Task 1.3 Staking Services	0							0	\$0.00	\$0.00	
Task 1.4 Post Construction Documentation and As-Builts	160		80			80		160	\$26,000.00	\$26,000.00	
TOTAL Task 1.0	240	0	80	0	80	80		240			
Role Cost Per Task	\$40,400.00	\$0.00	\$15,200.00	\$0.00	\$14,400.00	\$10,800.00			\$40,400.00	\$40,400.00	
Total Hours Per Role		0	80	0	80	80		240			
Fixed Hourly Rates		\$225.00	\$190.00	\$200.00	\$180.00	\$135.00					
Total Budget Per Role		\$0.00	\$15,200.00	\$0.00	\$14,400.00	\$10,800.00	\$638.63		\$40,400.00	\$41,038.63	
Sambatek Budget Fee		\$40,400.00									
Sambatek Expenses		\$638.63									
AET Material Testing											
SAMBATEK TOTAL		\$41,038.63	NTE Total for Required Services								

Original NTE	\$ 546,382.63
Billing thru 10/31/24 (invoice #27401)	\$ 546,369.28

\$ 9,227.72 additional expenses thru 10/31/24 not included on invoice 27401

Expenses 11/1 thr 11/15	\$ 20,136.00
Anticipated Expenses Remaining (11/18 thru closeout)	\$ 41,038.63

	\$ 61,161.28
Revised Final NTE	\$ 607,543.91

11.19% increase



Board of Commissioners

Request for Board Action

Item Number: DC-3983

Agenda #: 11.7

Meeting Date: 12/17/2024

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment One With KLJ Engineering LLC, For Survey And Right Of Way Mapping Services, For Veterans Memorial Greenway, County Project P00147

PURPOSE/ACTION REQUESTED

Authorize a contract amendment to the KLJ Engineering LLC contract (C0034164) for additional right of way mapping services for County Project (CP) P00147.

SUMMARY

To provide a safe and efficient greenway system, Dakota County is proceeding with the Veterans Memorial Greenway (VMG) Phase II and Phase III segments. Phase II includes the construction of about two miles of shared-use trail. The final design includes a 10' shared-use trail, bridge over State Trunk Highway 3, earthwork and elements of the basic and enhanced memorial nodes, greenway wayfinding, and a new trailhead parking lot off Dodd Road. The VMG Phase II project is scheduled to start construction in 2025. Phase III includes the design and construction of roughly two miles of shared-use trail beginning at Rich Valley Park and ending with a connection to the Mississippi River Greenway (Attachment: Location Map).

KLJ Engineering has been coordinating with the preliminary and final design engineering contract by providing right of way mapping services including mapping the corridor, providing parcel sketches, title research, survey staking and other similar tasks since 2021.

Veterans Memorial Greenway: Survey and Right of Way Mapping Services

The survey and right of way mapping needs for the project were greater than the number of available staff to manage and provide the needed services for the project internally in 2021. In order to facilitate the design, right of way, and acquisition of right of way for the project, the County sought the expertise of KLJ Engineering LLC to manage and lead the right of way mapping and survey work so the project could proceed as scheduled to meet external funding deadlines. With Contract C0034164, KLJ Engineering LLC provided the survey and right of way mapping expertise and coordinated closely with the design consultant SEH Inc., the cities of Eagan and Inver Grove Heights, and County staff. Additional survey and right of way mapping services are required to close out Phase II and required for Phase III. To ensure this expertise is carried through the end of design, the County requested KLJ Engineering LLC to provide a scope for completing the survey and right of way mapping services work through Phase III.

Associated Fees/Expenses: \$13,272.70

The total amendment for construction administration services totals \$16,590.88, which includes a twenty-five percent contingency, bringing the amended contract total to \$180,244.88, which represents an increase of nine percent of the total right of way mapping services. A more detailed description of all tasks associated with the negotiated scope increase is provided by KLJ Engineering LLC (Attachment: Amendment Memorandum).

RECOMMENDATION

Staff recommends executing a contract amendment with KLJ Engineering LLC in the amount of \$16,590.88, which includes a twenty-five percent contingency, increasing the total amount to \$180,244.88 for CP P00147.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2024 Parks Capital Improvement Program Budget includes a budget for design and construction of \$27,825,491 including state and federal funds in the amount of \$14,995,000 and County funds of \$12,830,491. The total fee associated with this amendment is \$16,590.88. Sufficient funds are available to amend the consultant contract.

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

RESOLUTION

WHEREAS, to provide a safe and efficient greenway system, Dakota County is proceeding with the Veterans Memorial Greenway County Project (P00147); and

WHEREAS, County Project P00147 will entail the design and construction of about five miles of shared use trail, in Eagan and Inver Grove Heights; and

WHEREAS, Dakota County is the lead agency for the Project; and

WHEREAS, construction of the first segment of the Veterans Memorial Greenway began in April 2024; and

WHEREAS, construction of the second segment of the Veterans Memorial Greenway is proposed in 2025, and final engineering of Phase III is proposed for 2025; and

WHEREAS, the Dakota County Board of Commissioners approved the execution of a contract with KLJ Engineering LLC on June 9, 2021, to provide survey and right of way mapping services for P00109; and

WHEREAS, the 2024-2028 Parks Capital Improvement Program Budget includes sufficient funding to accommodate the budget amendment necessary; and

WHEREAS, staff recommends amending contract number C0034164 with KLJ Engineering LLC, to include additional survey and right of way mapping services.

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

authorizes the Physical Development Director to amend the contract with KLJ Engineering LLC to perform additional survey and right of way mapping services for County Project P00109, in an amount not to exceed \$16,590.88, resulting in a total amended contract amount not to exceed \$180,244.88, including reimbursable items, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

21-292; 6/8/21

ATTACHMENTS

Attachment: Project Location Map

Attachment: Amendment Memorandum

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

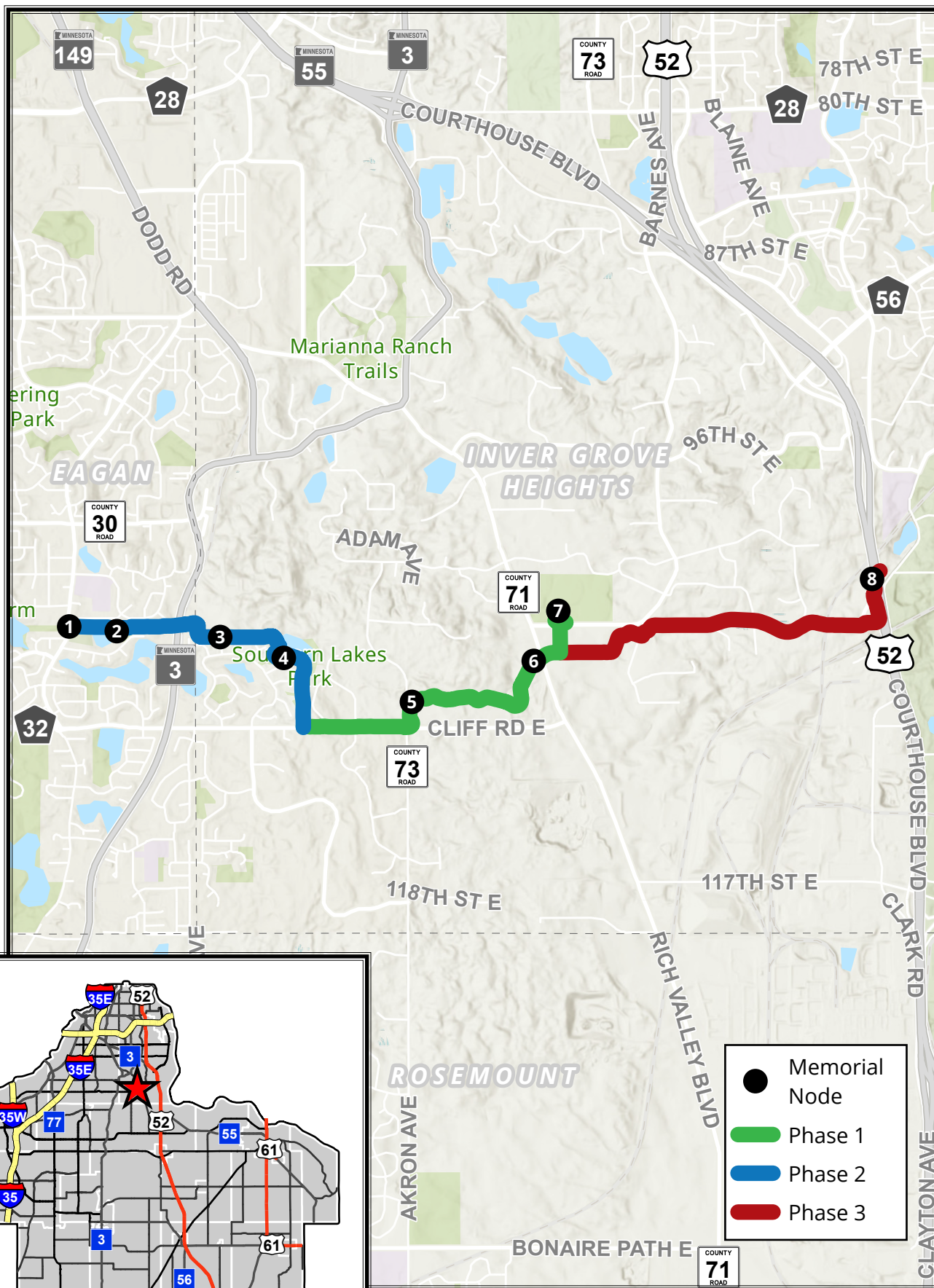
Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map



- Memorial Node
- Phase 1
- Phase 2
- Phase 3

Veterans Memorial Greenway



Monday, November 25, 2024

Tony Wotzka
Greenways Manager
Dakota County Parks Department

RE: KLJ Contract update for Right-of-Way Mapping services; KLJ Project 2103-00879

Dear Mr. Wotzka,
Thank you for the opportunity to update the previous contract: **CONTRACT BETWEEN THE COUNTY OF DAKOTA AND KLJ SOLUTIONS HOLDING COMPANY DBA KADRMAS LEE AND JACKSON, INC FOR RIGHT-OF-WAY MAPPING SERVICES FOR COUNTY PROJECT 98-020.**

As discussed in our recent project meeting, our existing contract is set to terminate soon with work remaining to be completed. Together we have identified 15 parcels to be included in Phase 3 that will need parcel sketches submitted for review, possible edits made to each sketch and delivered to Dakota County for use in trail ROW acquisition. These 15 parcels have previously had title research completed by Sunrise Title as a subcontractor to KLJ and these 15 will need title updates performed in conjunction with the sketches being created.

KLJ will provide these 15 parcel sketches, with any edits requested for the fee of \$12,035.20. Sunrise Title will provide 15 title updates upon request for the fee of \$1,237.50 if requested by June 1, 2025, and delivered by June 30, 2025. The total fee for these sketches with updated title will be \$13,272.70 (If requested by June 1, 2025).

If Dakota County were to request additional parcels beyond the 15 identified, KLJ will provide a parcel sketch, and perform requested edits for the fee of \$1,004.80 per parcel sketch. Also if, Dakota County were to request new title for an additional parcel beyond any that have been provided as part of the original contracted work, KLJ would subcontract this work to Sunrise Title for a fee of \$346.50 per title, if requested by June 1, 2025, and delivered by June 30, 2025. The total fee for each new requested parcel will be \$1,351.30 (If requested by June 1, 2025).

If any title updates or new title reports are requested after June 1, 2025, KLJ will utilize KLJ staff for title updates and title reports. Each title update will have a fee of \$295.00, and each title report will have a fee of \$885.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jarrett Leas', with a long horizontal flourish extending to the right.

Jarrett Leas, PLS
Sr. Project Manager
KLJ Engineering, LLC.
Jarrett.leas@kljeng.com
218-443-3830

NATIONAL PERSPECTIVE
REGIONAL EXPERTISE
TRUSTED ADVISOR



Board of Commissioners

Request for Board Action

Item Number: DC-3984

Agenda #: 11.8

Meeting Date: 12/17/2024

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Amend Parks 2024 Capital Improvement Program And Greenway Project Budgets Due To Lower Than Forecasted 2024 Transportation Advancement Account Revenues

PURPOSE/ACTION REQUESTED

Amend 2024 Dakota County Parks Capital Improvement Program (CIP) and Budget for Greenway projects.

SUMMARY

The 2024 Dakota County Parks CIP utilized Transportation Advancement Account (TAA) and Environmental Legacy Fund (ELF) funding for Greenway engineering and construction projects. In July of 2024, Dakota County staff was informed by Minnesota Department of Transportation (MnDOT) State Aid that official forecasts for the Metro Regional Transportation Sales and Use Tax (SUT), which includes TAA funding, sixteen percent below the revenues originally forecasted, resulting in a \$2,365,919 shortfall of available funding for adopted Greenway 2024 projects.

With the mid-year notice of the shortfall, many of the 2024 CIP projects that had approved budgets that included TAA, had been awarded contracts with consultant or construction contractors, or were going to be awarded before the end of 2024. To account for the shortfall in funding, staff proposed allocating \$2,538,876 in available TAA funding to specific project budgets and proposed utilizing County SUT funding to make the other project budgets whole.

Because Greenway projects were not originally included in the 2024 - 2034 SUT list, staff was required to add these projects to the eligible County SUT projects list. The transportation SUT is authorized by Minn. Stat. § 297A.993 (The Act). The Act requires the County Board to designate the transportation projects that will use the Transportation SUT following a public hearing. The SUT may be used on more than one project and may be dedicated to a new project by resolution after a public hearing (Attachment: Stat. § 297A.993).

The funds generated by the Transportation SUT have been identified to be used for a list of transportation projects including transit, County highways, regional trails, including County Greenways, and trunk highways. The revised list of projects and accompanying map can be found in Attachment: Draft SUT Project List. A public hearing to receive comments on revisions to the list of projects eligible for County Transportation SUT funds and approve the list of projects for SUT funds was held on December 3, 2024.

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners authorize an amendment to the 2024 Dakota County Parks CIP and greenway project budgets to amend with SUT funds to account for the TAA shortfall.

EXPLANATION OF FISCAL/FTE IMPACTS

Amending Park Greenway project budgets with available TAA and supplementing others with new SUT funding in the amount of \$2,365,919 will make projects whole and match previously authorized project budgets approved as part of the 2024 - 2028 CIP process.

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

RESOLUTION

WHEREAS, Minn. Stat. § 297A.993 (the Act) authorizes the Dakota County Board to levy up to one-half of one percent sales and use tax and an excise tax of \$20 per motor vehicle to fund statutorily defined transportation and transit projects; and

WHEREAS, by Resolution No. 17-364 (June 20, 2017), the Dakota County Board enacted a quarter-percent sales tax and \$20 excise tax on new vehicle sales starting October 1, 2017, to fund identified transitway, transit expansion, regional County highway, trail, and trunk highway transportation projects; and

WHEREAS, Dakota County has identified a proposed updated list of transportation projects eligible for Transportation Sales and Use Tax funds based on the needs identified in the Draft 2040 Transportation Plan, and through the development of the Capital Improvement Program; and

WHEREAS, the Act allows the County Board to dedicate the proceeds of the Transportation Sales and Use Tax to a new enumerated project by resolution after a public hearing; and

WHEREAS, the County Board held a public hearing on the date hereof following publication of notice as required by the Act.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners dedicates the proceeds of the Dakota County Transportation Sales and Use Tax to the following projects:

- Greenway Preservation
- Parks - 2024 Trails and Facilities Pavement Preservation
- Greenway Collaborative (Set-Aside) (P50000)
- Vermillion Highlands Greenway and North Creek Greenway 2024 Preliminary Design
- Veterans Memorial Greenway (P00147)
- River to River Greenway - Mendota Heights Valley Park Construction (P30002)
- Vermillion Highlands Greenway - Rosemount CSAH 42 Underpass Construction

; and

BE IT FURTHER RESOLVED, That the 2024 Parks Capital Improvement Program Budget is hereby

amended as follows:

Revenue - TAA (Transportation Advancement Account)

Greenway Preservation (2000230)	(\$37,222)
2024 Trails & Facilities Pavement Pres (2000393)	(\$301,127)
Greenway Collaborative (1000651)	(\$500,000)
Vermillion Highlands GW + NCGW (2000233)	(\$544,942)
Veterans Memorial GW (1000636)	(\$40,000)
River to River GW (1001487)	(\$1,101,972)
Vermillion Highlands GW - Rosemount (2000234)	<u>(\$277,301)</u>
Total Revenue - TAA	(\$2,802,564)

Revenue - Sales and Use Tax (SUT)

Greenway Preservation (2000230)	\$37,222
2024 Trails & Facilities Pavement Pres (2000393)	\$301,127
Greenway Collaborative (1000651)	\$500,000
Vermillion Highlands GW + NCGW (2000233)	\$544,942
Veterans Memorial GW (1000636)	\$40,000
River to River GW (1001487)	\$1,101,972
Vermillion Highlands GW - Rosemount (2000234)	<u>\$277,301</u>
Total Revenue - Sales and Use Tax (SUT)	\$2,802,564

; and

BE IT FURTHER RESOLVED, That the 2024 Sales and Use Tax (SUT) Budget is hereby amended as follows:

Expense

Transfer to Parks Fund	(\$2,802,564)
Total Expense	(\$2,802,564)

Revenue

Use of SUT	(\$2,802,564)
Total Revenue	(\$2,802,564)

PREVIOUS BOARD ACTION

- 23-605; 12/19/23
- 24-529; 10/29/24
- 24-557; 12/3/24

ATTACHMENTS

- Attachment: Minn. Stat. § 297A993
- Attachment: Draft SUT Project List

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: Tony Wotzka

297A.993 COUNTY TRANSPORTATION SALES AND USE TAX.

Subdivision 1. **Authorization; rates.** Notwithstanding section 297A.99, subdivisions 1, 2, 3, 5, and 13, or 477A.016, or any other law, the board of a county, or more than one county acting under a joint powers agreement, may by resolution of the county board, or each of the county boards, following a public hearing impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.

Subd. 2. **Allocation; termination.** The proceeds of the taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program under section 174.40; (4) payment of transit operating costs; or (5) payment of the capital cost of constructing buildings and other facilities for maintaining transportation or transit projects or improvements. The transportation or transit project or improvement must be designated by the board of the county, or more than one county acting under a joint powers agreement. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project. Nothing in this subdivision prohibits the exclusive dedication of the proceeds of the taxes to payments for more than one project or improvement. After a public hearing a county may, by resolution, dedicate the proceeds of the tax for a new enumerated project.

Subd. 2a. **Uses reporting.** By February 15 of each even-numbered year, a metropolitan county, as defined in section 473.121, subdivision 4, that imposes the taxes under this section must submit a report to the legislative committees with jurisdiction over transportation policy and finance. At a minimum, the report must include:

- (1) actual transportation sales tax collections by the county over the previous five calendar years;
- (2) an estimation of the total sales tax revenue that is estimated to be collected by the county in the current year and for the next ten calendar years; and
- (3) for each of the previous five calendar years, the current calendar year, and for the next ten calendar years:
 - (i) the amount of sales tax revenue expended or proposed to be expended for each of the following:
 - (A) planning, construction, operation, or maintenance of guideways, as defined in section 473.4485, subdivision 1, paragraph (d);
 - (B) nonguideway transit and active transportation uses;
 - (C) highway uses; and
 - (D) uses not otherwise specified in subitems (A) to (C); and
 - (ii) an estimated balance of unspent or undesignated county sales tax revenue.

Subd. 3. **Administration, collection, enforcement.** The administration, collection, and enforcement provisions in section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

Subd. 4. **Bonds.** (a) A county may, by resolution, authorize, issue, and sell its bonds, notes, or other obligations for the purposes specified in subdivision 2. The county may also, by resolution, issue bonds to refund the bonds issued pursuant to this subdivision.

(b) The bonds may be limited obligations, payable solely from or secured by taxes levied under this section, and the county may also pledge its full faith, credit, and taxing power as additional security for the bonds. A regional railroad authority within the county may also pledge its taxing powers as additional security for the bonds.

(c) A county may issue and sell bonds in one or more series and without an election. The county may determine how the bonds shall be secured; how the bonds will bear interest, and the rate or rates, or variable rate; the rank or priority; how the bonds will be executed and be payable, and how they will mature; and how the bonds will be subject to any defaults, redemptions, repurchases, tender options, or other terms. The county may also determine how the bonds shall be sold.

(d) The county may enter into and perform all contracts deemed necessary or desirable by it to issue and secure the bonds, including an indenture of trust with a trustee located within or outside of the state.

(e) Before issuing bonds qualifying under this section, the county must publish a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter. The notice must be published in the official newspaper of the county or in a newspaper of general circulation in the county. The notice must be published at least 14, but not more than 28, days before the date of the hearing.

(f) Any project financed with bonds issued under this section must be included in a capital improvement plan as defined in section 373.40, subdivision 3. For purposes of this paragraph, "project" means any project described in subdivision 2, notwithstanding section 373.40, subdivision 1, paragraph (b).

(g) Except as otherwise provided in this subdivision, the bonds must be issued and sold in the manner provided under chapter 475.

History: 2008 c 152 art 4 s 3; 2009 c 88 art 8 s 4; 2013 c 117 art 3 s 25,26; 1Sp2019 c 6 art 8 s 4-6; 1Sp2021 c 14 art 10 s 1; 2023 c 68 art 4 s 79

Dakota County Transportation Sales and Use Tax

The Dakota County Transportation Sales and Use Tax (Sales and Use Tax) fund provides investments in regional and multi-modal transportation projects as part of the broader county transportation system. The funds are collected through a quarter-cent sales tax and \$20 excise tax on new vehicle sales authorized under Minn. Stat. §297A.993. The Sales and Use Tax was enacted by the Dakota County Board of Commissioners on October 1, 2017.

Dakota County designated the use of the Sales and Use Tax for regional multi-modal transportation projects. These types of projects have been defined by the County as those that meet the following criteria:

- Regional transitway capital and operating costs
- County Highway projects
 - Principal Arterials
 - Highways with greater than one-half mile access spacing
 - 10-ton highway replacement and modernization, and expansion projects
 - 4-lane County Highways on new alignment
 - County State Aid Highways
 - County Roadways
- Trunk Highway projects
- Transit service expansion capital and operating costs
- Regional trail and greenway projects
- Capital cost of constructing buildings for maintaining transportation/transit projects or improvements

DRAFT Eligible Projects for Transportation Sales and Use Tax Funds: 2024-2034

Project Description	Total Est. Project Cost
TRANSPORTATION MAINTENANCE FACILITIES	
1. Empire Maintenance Facility <i>NEW</i>	\$25,000,000
COUNTY HIGHWAY PROJECTS	
2. CSAH 46 Expansion: TH 3 to TH 52—Rosemount, Coates, and Empire	\$43,000,000
3. CSAH 46 Reconstruction: 1,000 feet west of Pleasant Drive to TH 61—Hastings	\$14,600,000
4. CSAH 32 Expansion: CSAH 71 to TH 52 – Inver Grove Heights	\$18,900,000
5. CSAH 42 Management improvements: Western County line to TH 52 – Burnsville, Apple Valley, and Rosemount	\$32,000,000
6. CSAH 86 Reconstruction: Western County line to TH 3 – Greenvale, Eureka, and Castle Rock Townships	\$22,000,000
7. CSAH 88 Reconstruction: CR 94 to TH 56—Randolph Township	\$8,000,000
8. CSAH 88 Reconstruction: TH 56 to Finch Ct—Randolph Township	\$8,400,000
9. CSAH 91 Reconstruction: Miesville Trail to TH 61—Miesville, Douglas Township	\$6,090,000
10. CSAH 54 Reconstruction: Hastings east city limits to CSAH 68 – Ravenna Township	\$40,000,000
11. CSAH 31 Reconstruction: CSAH 74 to CSAH 50 – Farmington <i>NEW</i>	\$8,600,000
12. CSAH 47 Reconstruction: TH 3 to CSAH 86 – Waterford, Sciota, and Castle Rock Townships <i>NEW</i>	\$16,700,000

Project Description	Total Est. Project Cost
13. CSAH 47 Reconstruction: CSAH 86 to TH 50 – Castle Rock Twp, Hampton Twp, and Hampton NEW	\$14,500,000
14. CSAH 60 Expansion: east of CSAH 50 to Ipava Avenue – Lakeville NEW	\$10,200,000
15. CSAH 74 Reconstruction: CSAH 31 to Honeysuckle Lane – Farmington NEW	\$4,200,000
TRUNK HIGHWAY PROJECTS	
16. TH 3 Safety and Mobility Improvements: 55th Street to TH 55—Inver Grove Heights	\$24,000,000
17. TH 3 Safety and Mobility Improvements: TH 149 to downtown Rosemount—Eagan, Inver Grove Heights, and Rosemount	\$42,000,000
18. TH 55 Safety and Mobility Improvements: TH 52 to General Sieben Drive – Rosemount, Nininger Township, and Hastings	\$48,000,000
19. I-35/CSAH 50 Interchange: Lakeville	\$63,000,000
20. I-494 and Future CSAH 63 Interchange: Inver Grove Heights	\$75,000,000
21. TH 55 and CSAH 28 interchange: Inver Grove Heights	\$50,000,000
22. TH 13 Corridor Improvements: Grade Separation at Nicollet Avenue – Burnsville	\$43,000,000
TRANSIT SERVICE EXPANSION CAPITAL AND OPERATING COSTS	
23. Up to \$580,000 annually for non-transitway transit service expansion capital and operating costs (based on 2040 Transportation Plan guidance)	\$5,405,000
REGIONAL TRAIL PROJECTS	
	Est. SUT usage
24. Lake Marion Greenway NEW	\$1,600,000
25. Lebanon Hills Greenway NEW	\$3,650,000
26. Minnesota River Greenway NEW	\$2,600,000
27. Mississippi River Greenway NEW	\$500,000
28. North Creek Greenway NEW	\$1,500,000
29. River to River Greenway NEW	\$2,650,000
30. Rosemount Greenway NEW	\$1,150,000
31. Vermillion Highlands Greenway NEW	\$2,750,000
32. Vermillion River Greenway NEW	\$800,000
33. Veterans Memorial Greenway NEW	\$1,000,000
34. Big Rivers Regional Trail NEW	\$500,000
TOTAL	\$641,295,000



Board of Commissioners

Request for Board Action

Item Number: DC-3990

Agenda #: 11.9

Meeting Date: 12/17/2024

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Accept Donation Of Regional Greenway Trail Easement From Xcel Energy And Execute Encroachment Agreement With Xcel Energy For Veterans Memorial Greenway Phase II, County Project P00147

PURPOSE/ACTION REQUESTED

Authorize acceptance of a donated 239,990 square-foot regional trail easements (Easements) from Xcel Energy and authorize a construction encroachment agreement for the encroachment of private utilities easements for greenway trail construction for County Project (CP) P00147 in Inver Grove Heights.

SUMMARY

To enrich lives by providing high-quality recreation and education opportunities in harmony with natural resource preservation and stewardship, Dakota County Parks is proceeding with the Veterans Memorial Greenway.

The Veterans Memorial Greenway is a proposed regional trail and open-space corridor that will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County. The five-mile corridor stretches east and west within Eagan and Inver Grove Heights, which follows the adopted Rich Valley Greenway master plan corridor. The Veterans Memorial Greenway will provide neighborhood access points connecting single-family residential neighborhoods, local park connections, and rural and undeveloped open space (Attachment: Project Location).

A portion of the Greenway will be constructed over a 150' Xcel Energy existing private utility easement within the City of Inver Grove Heights Southern Lakes Park and fee title property which requires a roughly 100' new regional trail easement. Due to federal funding requirements, a framework for the encroachment agreement and new Easements must be in place prior to construction activities in the spring of 2025.

The proposed Easement is legally described in Attachment: Legal Description of Regional Trail Easement and generally depicted in Attachment: General Depiction of Regional Trail Easement on the Northern States Power Company property. Xcel Energy has been a very cooperative partner in this project, is willing to donate the Easements to the County, and supports the construction of a new regional greenway trail.

A donation plan (Donation Plan) has been adopted by the County in accordance with Policy 1570 Gift

Acceptance by Resolution No. 24-101 (February 27, 2024). The donated value of trail easement being provided by Xcel to the County for the Veterans Memorial Greenway warrants a recognition and thank you letter, signed by the Board Chair and Commissioner of the district where the easement is located.

The formal document is required to record the permanent encroachment of the greenway trail into the easement. The project does not require relocation or adjustment of any utilities. See Attachment: General Depiction of Encroachment Area for the proposed location.

The basic terms of the proposed encroachment agreements with Xcel Energy for CP P00147 include:

- Approve the encroachment of improvements on P00147 within the existing Xcel Energy fee title and transmission facility easements.
- Approve the construction details proposed by the County, including greenway trail construction.
- Describe the insurance coverage the County shall procure or cause its contractors to procure during construction.
- Indemnify and hold harmless Xcel Energy and other listed parties against any and all claims/liabilities arising from the project.

RECOMMENDATION

Staff recommends the acceptance of the Easements from Xcel Energy and the execution of an encroachment agreement with Xcel Energy that also identifies the responsibilities of the County associated with trail construction encroachment on their private utility line easement to proceed with CP P00147.

EXPLANATION OF FISCAL/FTE IMPACTS

There is no cost to accept the donated Easements. There is adequate funding included in the 2024 Parks Capital Improvement Program budget to construct the new section of the Greenway trail.

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

RESOLUTION

WHEREAS, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners approved the Rich Valley Regional Greenway Master Plan, now known as the Veterans Memorial Greenway (Greenway) Master Plan since its 2020 renaming; and

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the Veterans Memorial Greenway County Project (CP) P00147; and

WHEREAS, the Veterans Memorial Greenway project is for preliminary and final engineering, railroad coordination, and public engagement services in the cities of Inver Grove Heights and Eagan; and

WHEREAS, the County is the lead agency for the Project; and

WHEREAS, the Greenway Master Plan identified the land within the existing Northern States Power

Company and Southern Lakes Park, in Inver Grove Heights as the preferred alignment for various segments of the Greenway trail location; and

WHEREAS, for portions of the greenway, the trail construction will cross Xcel Energy existing private utility line easements that run within the City of Inver Grove Heights Southern Lakes Park; and

WHEREAS, Xcel Energy private utility line is within their own 150' easement; therefore, an encroachment agreement is needed to complete the CP P00147 work within the easement; and

WHEREAS, to proceed with the project, Xcel Energy is requesting that Dakota County execute an encroachment agreement to identify responsibilities and approved encroachments associated with CP P00147 within the Xcel Energy utility easements; and

WHEREAS, Xcel Energy is supportive of granting an easement to the County and for the County to construct a new regional greenway trail on its property; and

WHEREAS, staff recommends the execution of an encroachment agreement with Xcel Energy identifying the responsibilities of the County and Xcel Energy associated with encroachment of CP P00147 on the private utility line easements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an encroachment agreement with Xcel Energy for the portion of the Veterans Memorial Greenway within Xcel Energy private utility line easement, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes acceptance of a 239,990 square-foot regional greenway trail easement corridor from Xcel Energy, on their Northern States Power Company property owned in fee for sections of the Veterans Memorial Greenway Regional Trail, approved as to form by the County Attorney's Office; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair and District Commissioner to send a recognition and thank you letter to Xcel for donating the trail easement for the Veterans Memorial Greenway on their property.

PREVIOUS BOARD ACTION

20-430; 9/1/20

24-185; 4/9/24

24-481; 9/24/24

ATTACHMENTS

Attachment: Project Location

Attachment: Legal Description of Regional Trail Easement

Attachment: General Depiction of Regional Trail Easement

Attachment: General Depiction of Encroachment Area

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

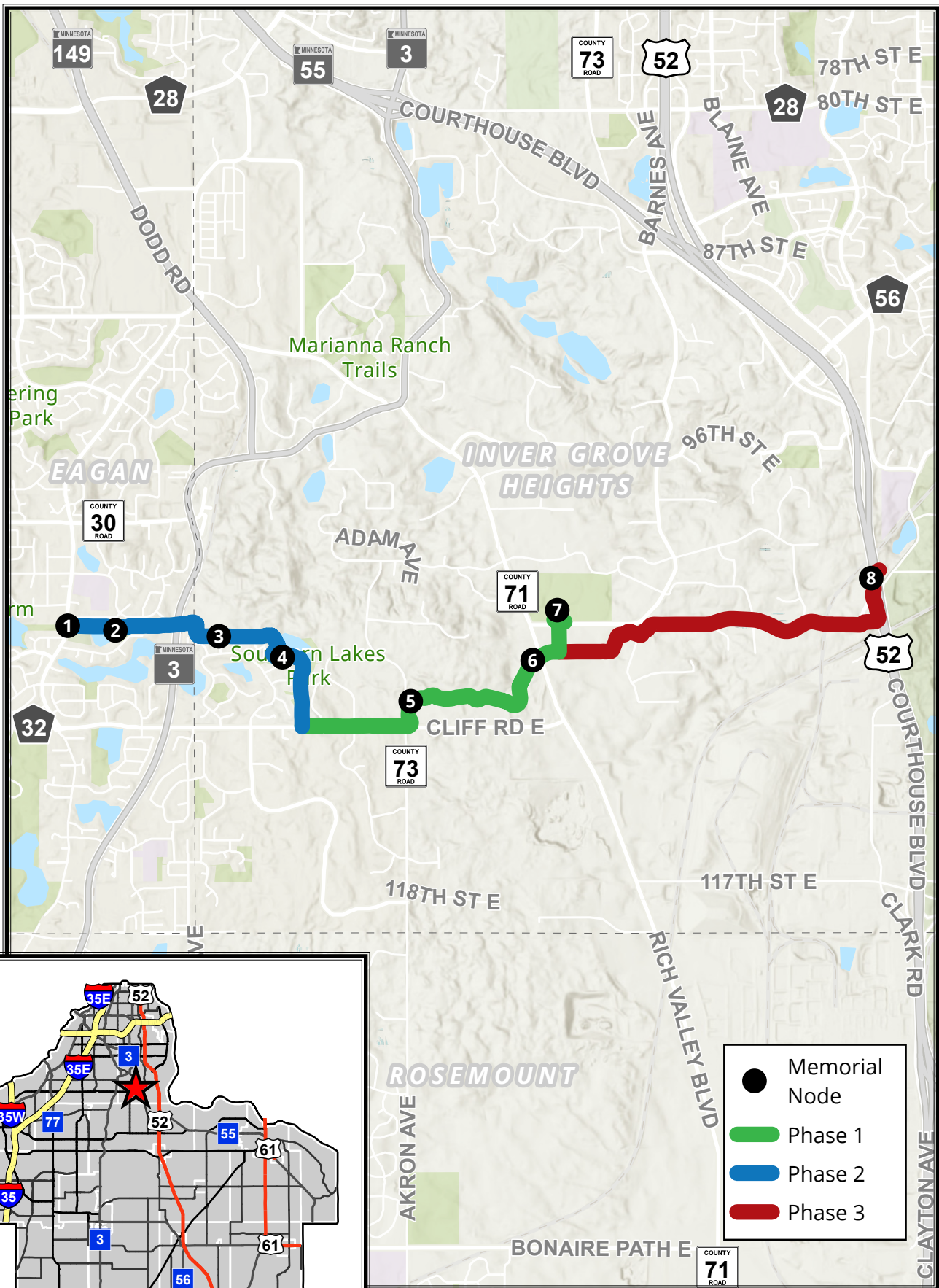
Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map



Veterans Memorial Greenway

Project 98-020 – Veterans Memorial Greenway – Phase II
10-02500-06-022
Northern States Power Company

Permanent Greenway Easement Description

A permanent 100.00 foot wide easement for greenway purposes over, under, and across the following described properties:

The North 350 feet of the Southwest Quarter (SW 1/4) of Section 30, Township 27, Range 22, according to the Government Survey thereof.

That part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-five (25), Township Twenty-seven (27), Range Twenty-three (23) described as follows: Commencing at the East and West one quarter stake of Section Twenty-five (25), Township Twenty-seven (27), Range Twenty-three (23), on East line of said Section Twenty-five (25). Thence due West along said quarter section line to the right of way of Chicago, Milwaukee and St. Paul Railroad, a distance of 279.5 feet. Thence in a Northerly direction along the right of way of said Railroad to a point where the right of way of said Railroad intersects the section line on East side of said Section Twenty-five (25). Thence due South along said Section line to place of beginning and containing 2 2/3 acres more or less.

The Northwest Quarter of Section 30, Township 27, Range 22, lying East and South of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way.

Except that part of said Northwest Quarter of Section 30, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Commencing at the Southwest corner of the said Northwest Quarter: thence south 89 degrees 50 minutes 42 seconds East, assumed bearing, along the south line of the said Northwest Quarter, a distance of 757.67 feet to the actual point of beginning; thence North 00 degrees 09 minutes 18 seconds East a distance of 300.00 feet; thence South 89 degrees 50 minutes 42 seconds East a distance of 200.00 feet; thence South 00 degrees 09 minutes 18 seconds West a distance of 300.00 feet to the South line of the said Northwest Quarter; thence North 89 degrees 50 minutes 42 seconds West, along said South line, a distance of 200.00 feet to the point of beginning, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

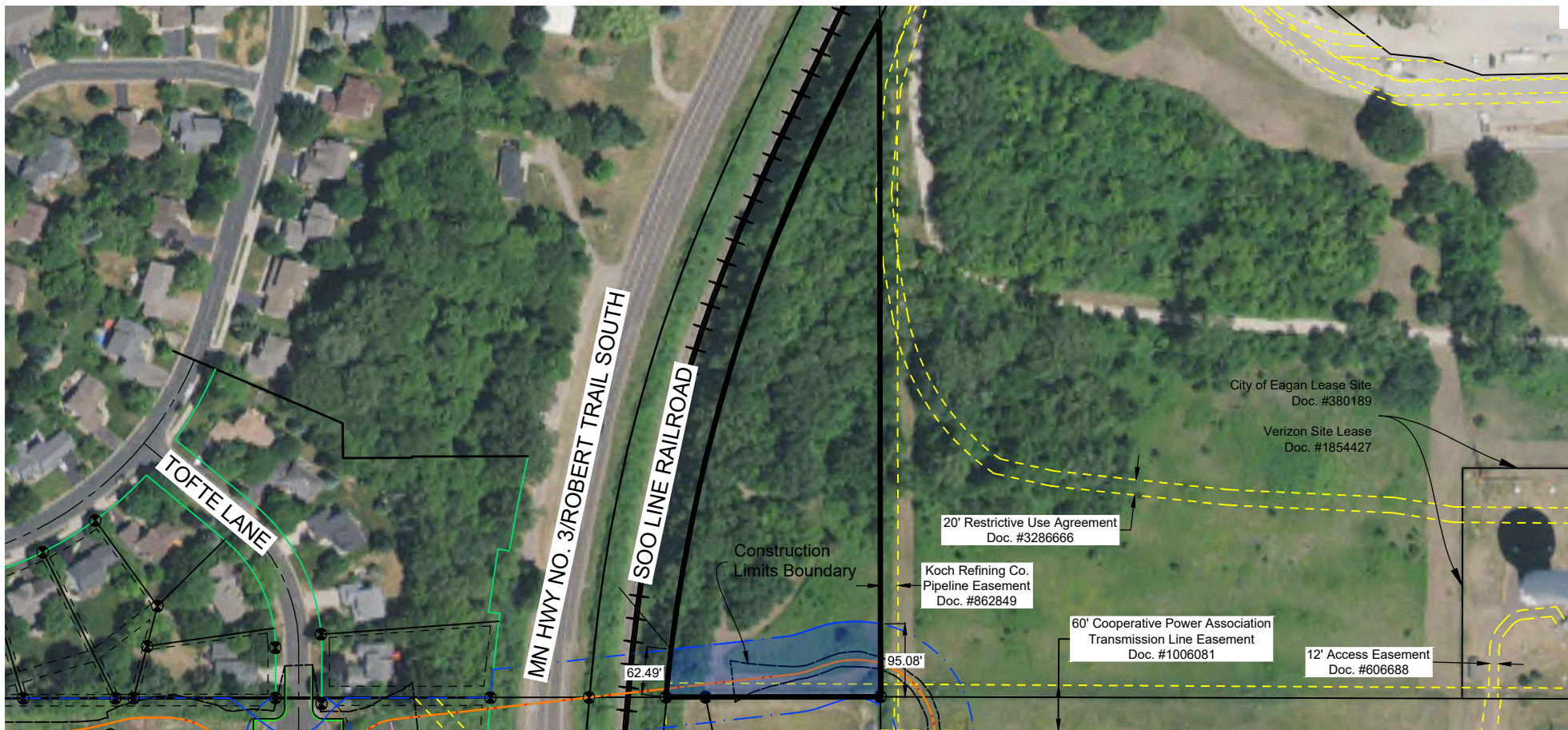
Also Except that part of said Northwest Quarter of Section 30 now platted as Wescott Tank Farm, according to the recorded plat thereof, Dakota County, Minnesota.

The centerline of said greenway easement described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 30, Township 27 North, Range 22 West, Dakota County, Minnesota; thence North 00 degrees 09 minutes 56 seconds East, assumed bearing along the east line of said Southwest Quarter a distance of 2290.71 feet to the southeast corner of the North 350.00 feet of the said Southwest Quarter; thence North 89 degrees 50 minutes 38 seconds West along the south line of said North 350.00 feet a distance of 740.17 feet to the point of beginning of

the centerline to be described; thence North 29 degrees 23 minutes 51 seconds West a distance of 20.45 feet; thence westerly a distance of 105.82 feet along a tangential curve concave to the southwest having a radius of 100.00 feet and a central angle of 60 degrees 37 minutes 41 seconds; thence South 89 degrees 58 minutes 28 seconds West, tangent to said curve, a distance of 50.38 feet; thence westerly a distance of 21.19 feet along a tangential curve concave to the south having a radius of 100.00 feet and a central angle of 12 degrees 08 minutes 20 seconds; thence South 77 degrees 50 minutes 08 seconds West, tangent to said curve, a distance of 124.75 feet; thence westerly a distance of 21.78 feet along a tangential curve concave to the north having a radius of 100.00 feet and a central angle of 12 degrees 28 minutes 53 seconds; thence North 89 degrees 40 minutes 59 seconds West, tangent to said curve, a distance of 1567.90 feet; thence northwesterly a distance of 119.04 feet along a tangential curve concave to the northeast having a radius of 100.10 feet and a central angle of 68 degrees 08 minutes 02 seconds; thence North 21 degrees 32 minutes 57 seconds West, tangent to said curve, a distance of 46.19 feet; thence northerly a distance of 79.35 feet along a tangential curve concave to the east having a radius of 100.00 feet and a central angle of 45 degrees 27 minutes 52 seconds; thence North 23 degrees 54 minutes 55 seconds East, tangent to said curve, a distance of 24.27 feet; thence northerly a distance of 29.33 feet along a tangential curve concave to the west having a radius of 100.00 feet and a central angle of 16 degrees 48 minutes 07 seconds; thence North 07 degrees 06 minutes 47 seconds East, tangent to said curve, a distance of 10.68 feet; thence northwesterly a distance of 169.49 feet along a tangential curve concave to the southwest having a radius of 100.00 feet and a central angle of 97 degrees 06 minutes 47 seconds; thence West, tangent to said curve, a distance of 6.89 feet; thence westerly a distance of 33.12 feet along a tangential curve concave to the south having a radius of 100.00 feet and a central angle of 18 degrees 58 minutes 40 seconds; thence South 71 degrees 01 minute 20 seconds West, tangent to said curve, a distance of 26.13 feet; thence westerly a distance of 21.91 feet along a tangential curve concave to the north having a radius of 100.00 feet and a central angle of 12 degrees 33 minutes 08 seconds; thence South 83 degrees 34 minutes 28 seconds West, tangent to said curve, a distance of 164.27 feet to the easterly right of way of Chicago, Milwaukee and St. Paul Railroad (now Canadian Pacific Kansas City Railway) and said centerline there terminating.

Said greenway easement contains approximately 239,990 square feet.



OWNER: NORTHERN STATES POWER CO.

PARCEL 9
 PROJECT NO. CP 98-020 PHASE 2
 PID 10-02500-06-022

PERMANENT EASEMENT (SQ. FT.) 22,088

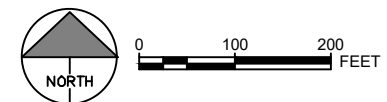
TEMPORARY EASEMENT (SQ. FT.) 0

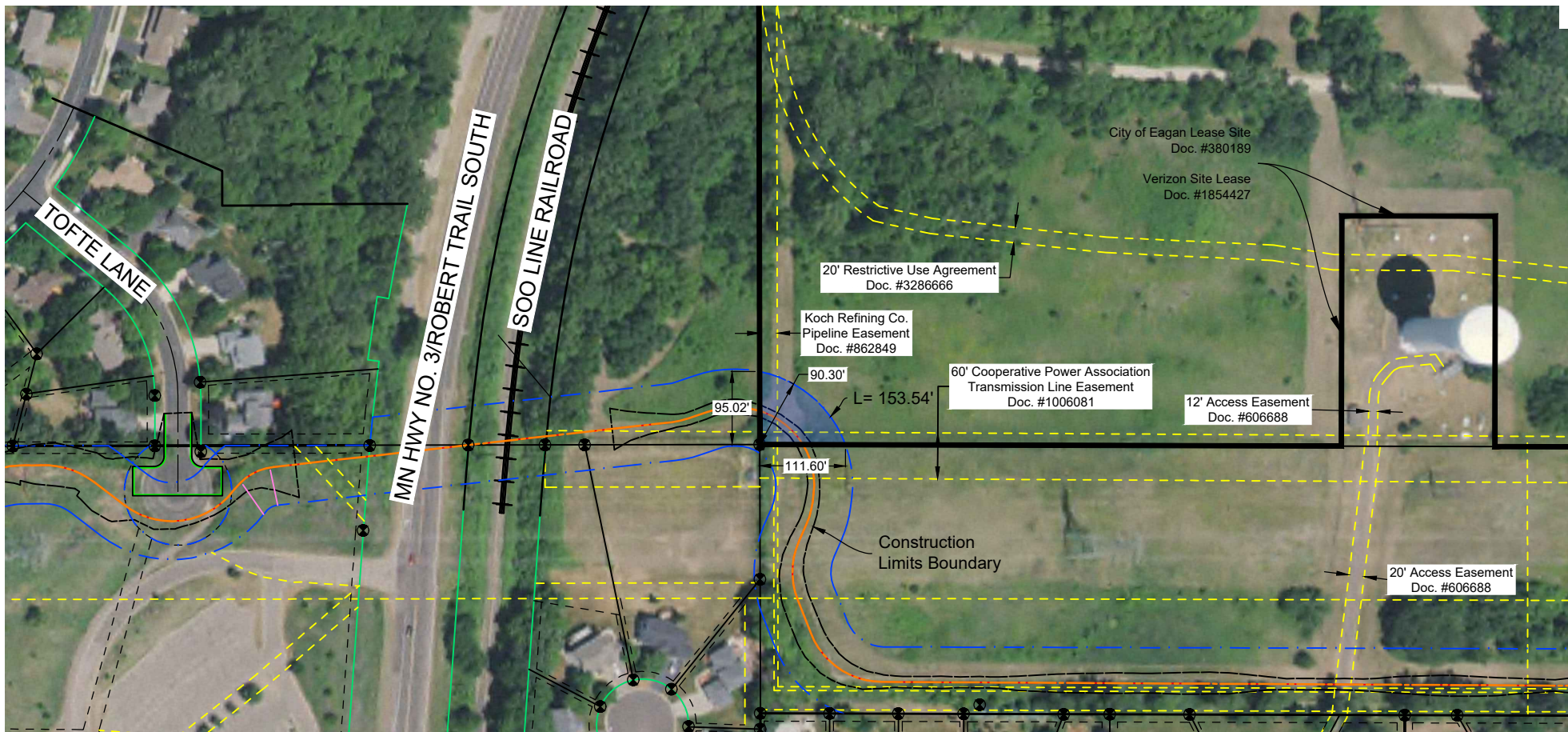
TOTAL LENGTH ALONG ALIGNMENT (FT.) 282.4

LEGEND

- DENOTES EXISTING PROPERTY LINE
- DENOTES EXISTING R/W LINE
- DENOTES EXISTING UTILITY EASEMENT LINE
- DENOTES PROPOSED PERMANENT EASEMENT LINE
- DENOTES PROPOSED CENTERLINE LINE
- DENOTES PROPOSED TEMPORARY EASEMENT LINE
- DENOTES EXISTING MONUMENT
- DENOTES EXISTING MONUMENT (TO BE REMOVED)

VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA





OWNER: NORTHERN STATES POWER CO.

PARCEL 10

PROJECT NO. CP 98-020 PHASE 2

PID 20-03000-25-021

PERMANENT EASEMENT (SQ. FT.)



7,214

TEMPORARY EASEMENT (SQ. FT.)



0

TOTAL LENGTH ALONG ALIGNMENT (FT.)

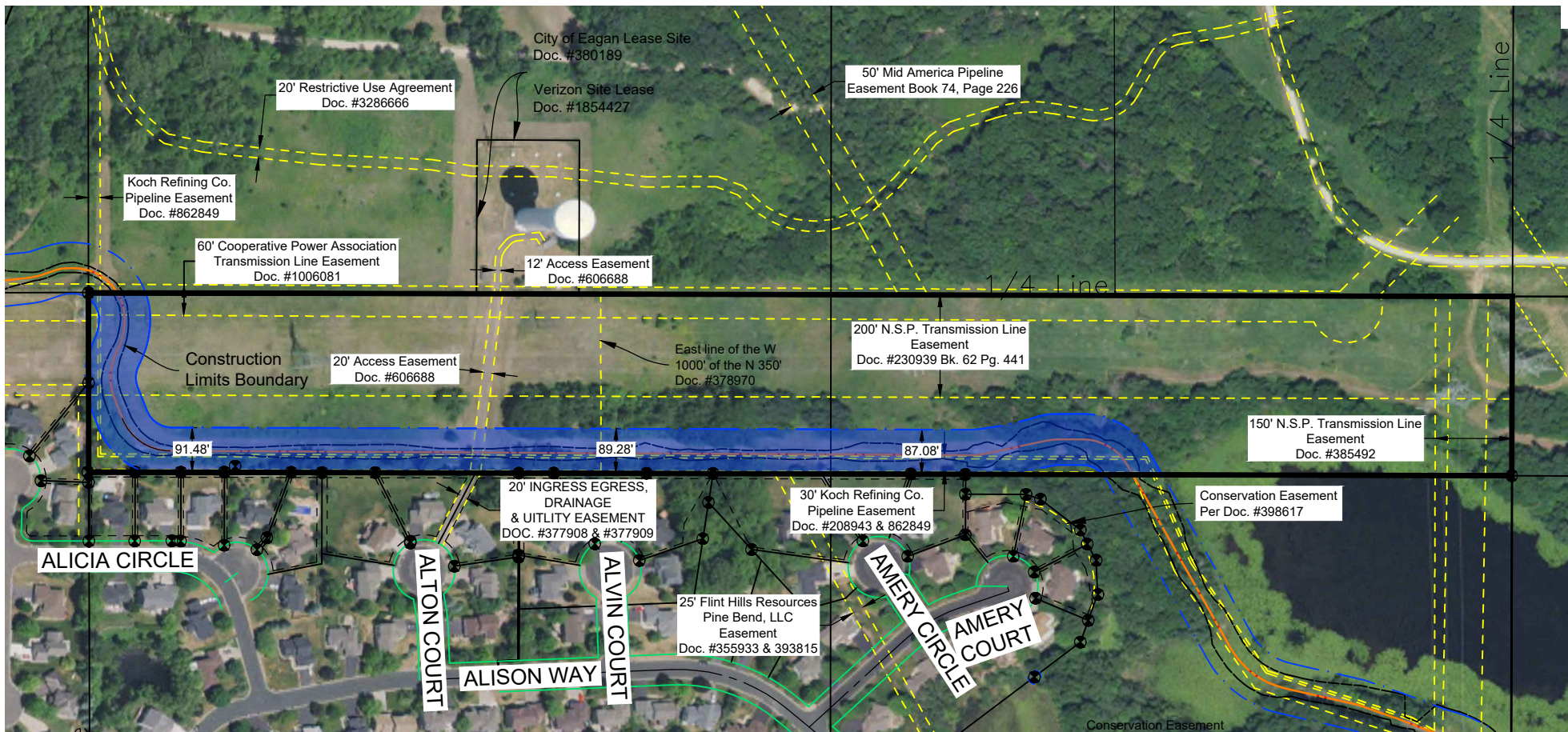
72.9

LEGEND

- DENOTES EXISTING PROPERTY LINE
- DENOTES EXISTING R/W LINE
- DENOTES EXISTING UTILITY EASEMENT LINE
- DENOTES PROPOSED PERMANENT EASEMENT LINE
- DENOTES PROPOSED CENTERLINE LINE
- DENOTES PROPOSED TEMPORARY EASEMENT LINE
- DENOTES EXISTING MONUMENT
- DENOTES EXISTING MONUMENT (TO BE REMOVED)

VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
INVER GROVE HEIGHTS, MINNESOTA





OWNER: NORTHERN STATES POWER CO.
 PARCEL 11
 PROJECT NO. CP 98-020 PHASE 2
 PID 20-03000-50-012

PERMANENT EASEMENT (SQ. FT.)



210,688

TEMPORARY EASEMENT (SQ. FT.)



0

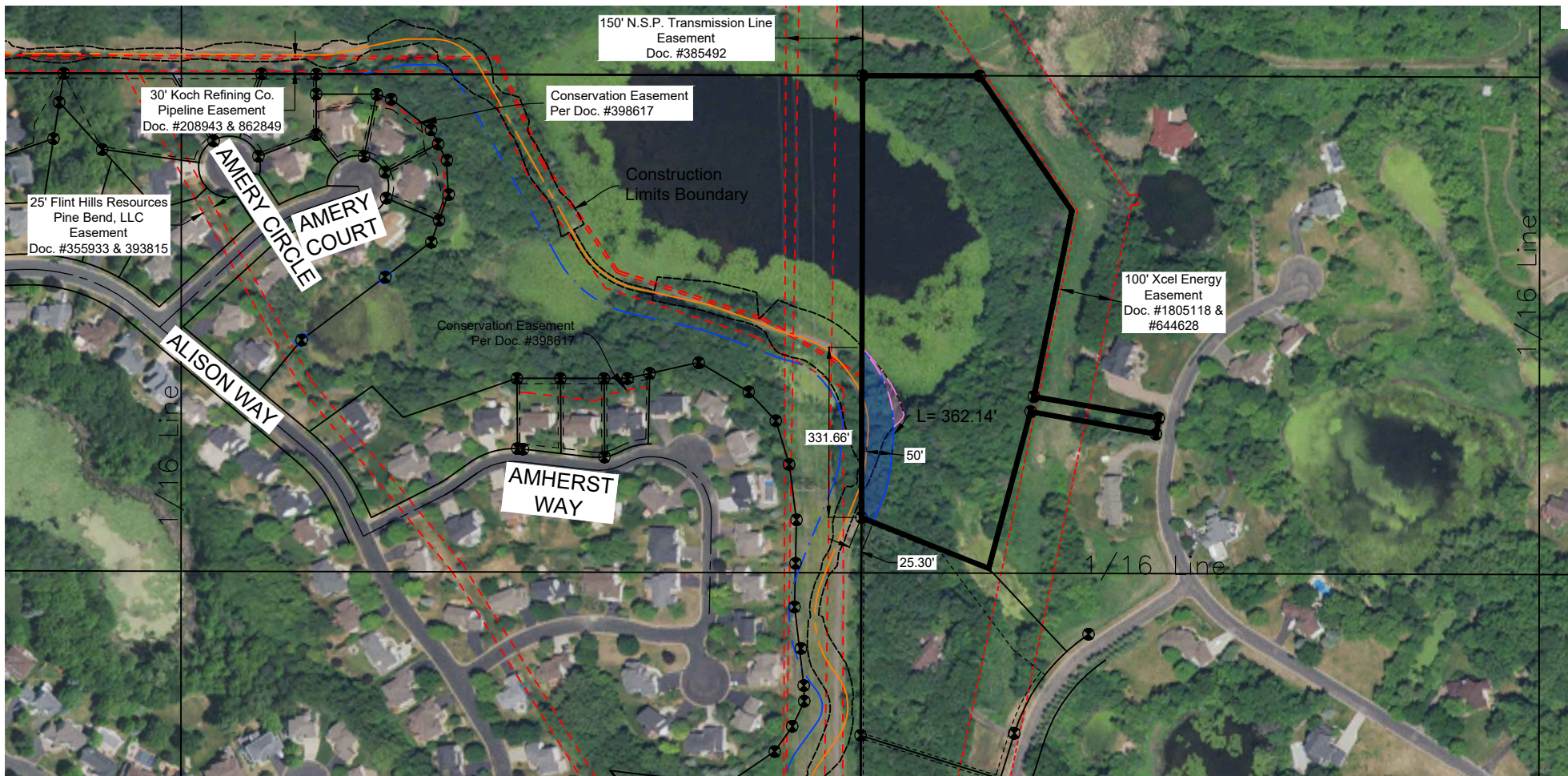
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LEGEND

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- DENOTES EXISTING R/W LINE
- DENOTES EXISTING UTILITY EASEMENT LINE
- DENOTES PROPOSED PERMANENT EASEMENT LINE
- DENOTES PROPOSED CENTERLINE LINE
- DENOTES PROPOSED TEMPORARY EASEMENT LINE
- DENOTES EXISTING MONUMENT
- DENOTES EXISTING MONUMENT (TO BE REMOVED)

VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA





OWNER: CITY OF INVER GROVE HEIGHTS

PARCEL 13

PROJECT NO. CP 98-020 PHASE 2

PID 20-71400-00-010

PERMANENT EASEMENT (SQ. FT.)



15,845

TEMPORARY EASEMENT (SQ. FT.)



1,691

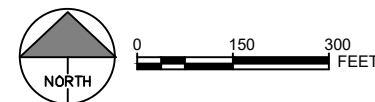
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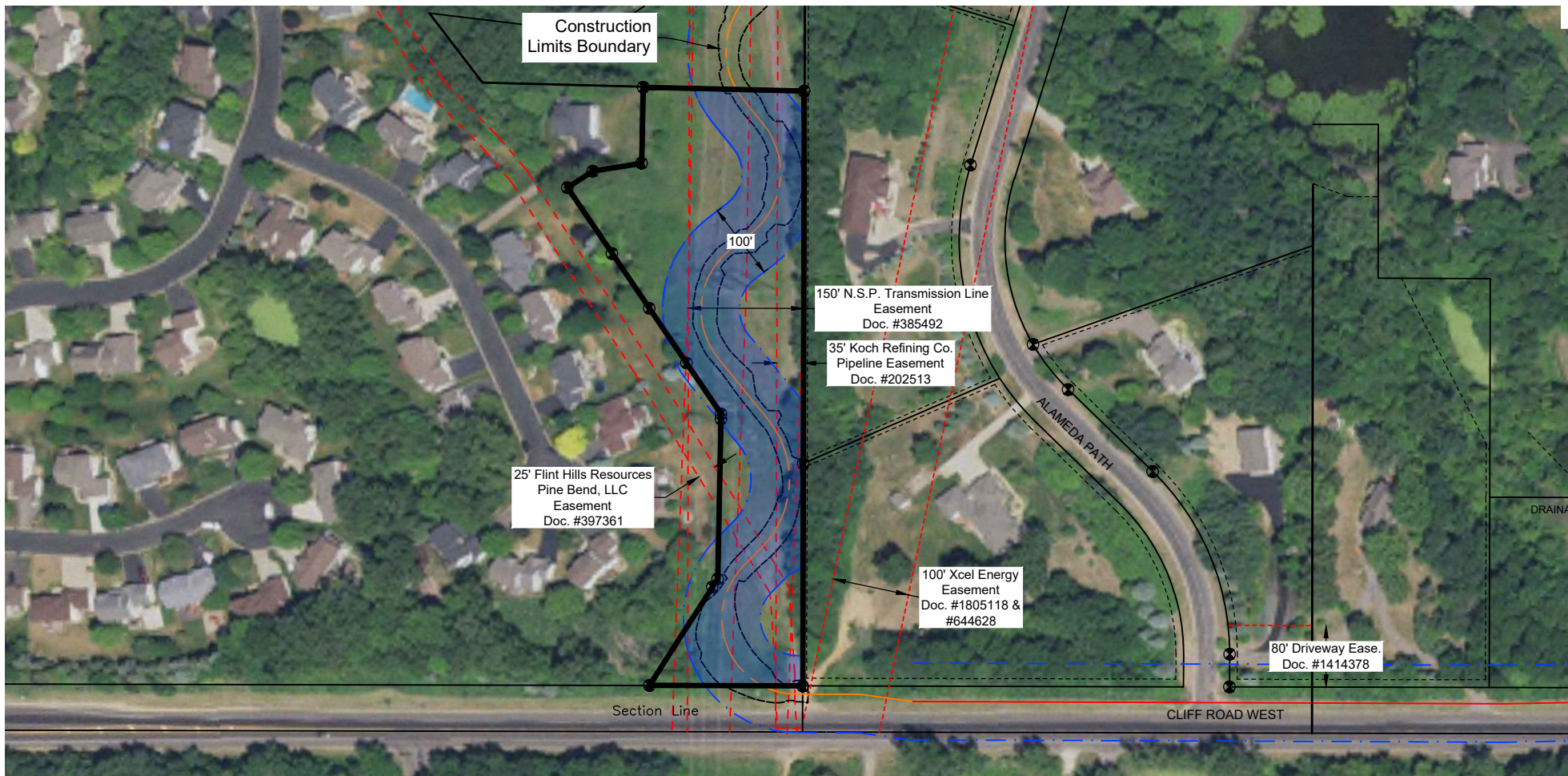
LEGEND

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- DENOTES CONSTRUCTION LIMITS
- DENOTES EXISTING R/W LINE
- DENOTES EXISTING UTILITY EASEMENT LINE
- DENOTES PROPOSED PERMANENT EASEMENT LINE
- DENOTES PROPOSED CENTERLINE LINE
- DENOTES PROPOSED TEMPORARY EASEMENT LINE
- DENOTES EXISTING MONUMENT
- DENOTES EXISTING MONUMENT (TO BE REMOVED)

DATE: 10/11/2024

VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
INVER GROVE HEIGHTS, MINNESOTA





LEGEND


OWNER: CITY OF INVER GROVE HEIGHTS

PARCEL 16




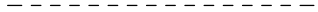





PROJECT NO. CP 98-020 PHASE 2

PID 20-71398-00-010

PERMANENT EASEMENT (SQ. FT.)		80,921
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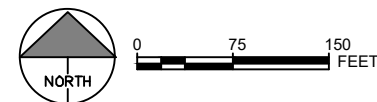
TEMPORARY EASEMENT (SQ. FT.)		0
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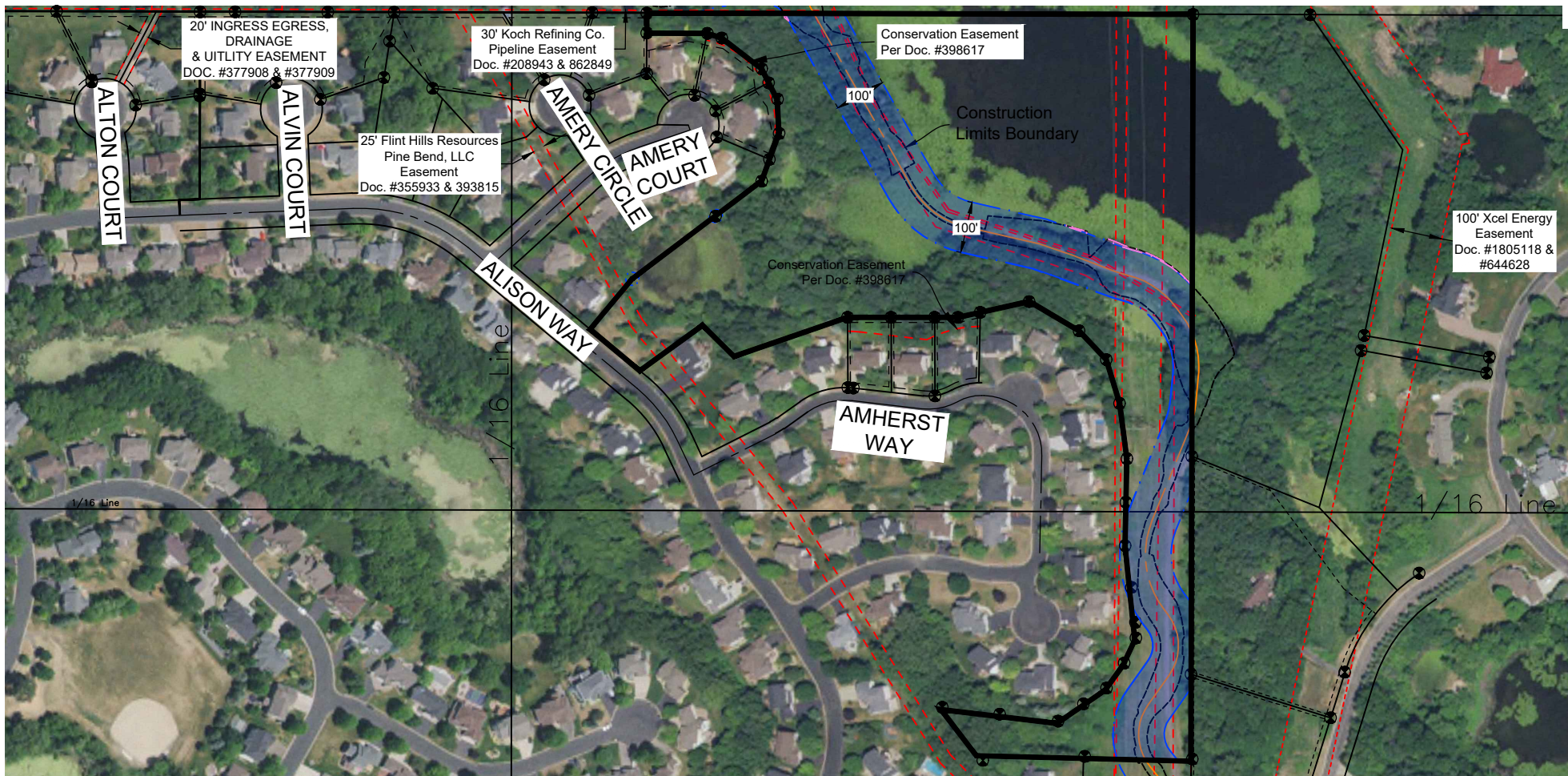
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-  DENOTES CONSTRUCTION LIMITS
-  DENOTES EXISTING R/W LINE
-  DENOTES EXISTING UTILITY EASEMENT LINE
-  DENOTES PROPOSED PERMANENT EASEMENT LINE
-  DENOTES PROPOSED CENTERLINE LINE
-  DENOTES PROPOSED TEMPORARY EASEMENT LINE
-  DENOTES EXISTING MONUMENT
-  DENOTES EXISTING MONUMENT (TO BE REMOVED)

DATE: 10/11/2024

VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA






OWNER: CITY OF INVER GROVE HEIGHTS

PARCEL 12

PROJECT NO. CP 98-020 PHASE 2




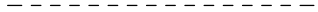





PID 20-71399-00-010

PERMANENT EASEMENT (SQ. FT.)		171,233
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TEMPORARY EASEMENT (SQ. FT.)		671
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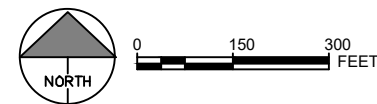
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LEGEND

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-  DENOTES CONSTRUCTION LIMITS
-  DENOTES EXISTING R/W LINE
-  DENOTES EXISTING UTILITY EASEMENT LINE
-  DENOTES PROPOSED PERMANENT EASEMENT LINE
-  DENOTES PROPOSED CENTERLINE LINE
-  DENOTES PROPOSED TEMPORARY EASEMENT LINE
-  DENOTES EXISTING MONUMENT
-  DENOTES EXISTING MONUMENT (TO BE REMOVED)

DATE: 10/11/2024

VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA





Board of Commissioners

Request for Board Action

Item Number: DC-4015

Agenda #: 12.1

Meeting Date: 12/17/2024

DEPARTMENT: Sheriff

FILE TYPE: Consent Action

TITLE

Authorization To Execute Separate Joint Powers Agreements With Townships Of Castle Rock, Douglas, Nininger, Vermillion, Waterford, And Cities Of Empire, Randolph, And Vermillion For Ordinance Enforcement

PURPOSE/ACTION REQUESTED

Authorization to execute separate joint powers agreements with the townships of Castle Rock, Douglas, Nininger, Vermillion, Waterford, and the cities of Empire, Randolph, and Vermillion for ordinance enforcement.

SUMMARY

In 2010, with approval from the Dakota County Board of Commissioners, the Sheriff’s Office executed joint powers agreements with several townships/cities to enforce selected local ordinances. Additional townships and cities have executed similar agreements with the Sheriff’s Office. The current joint powers agreements for ordinance enforcement with the Townships of Castle Rock, Douglas, Eureka, Nininger, Ravenna, Vermillion, and Waterford, and the Cities of Empire, Randolph, and Vermillion expire on December 31, 2024. These townships and cities wish to renew the agreements. The Sheriff has agreed to continue to provide these services for the period January 1, 2025, through December 31, 2026.

In 2025, the County will receive \$80.00 per hour for investigative services and \$60.00 per hour for court preparation/waiting time. The rates will be evaluated and possibly amended on January 1, 2026, to reflect any increase in the County’s cost to provide services pursuant to the agreement. Notice of any cost increase shall be provided to the township/city each year by November 1, immediately preceding January 1. During the fourteen years that the joint powers agreements have been in effect, only two entities have been billed for services.

RECOMMENDATION

Authorize the Sheriff to execute separate joint powers agreements with the townships of Castle Rock, Douglas, Nininger, Vermillion, Waterford, and the cities of Empire, Randolph, and Vermillion for ordinance enforcement services for the period January 1, 2025, through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, since 2010 and with approval from the Dakota County Board of Commissioners, the Dakota County Sheriff has enforced selected and pre-approved local ordinances with cities and townships requesting those services after the execution of separate joint powers agreements; and

WHEREAS, ordinance enforcement agreements are currently in place with the townships of Castle Rock, Douglas, Eureka, Nininger, Ravenna, Vermillion, Waterford, and the cities of Empire, Randolph and Vermillion, and those agreements will expire on December 31, 2024; and

WHEREAS, in 2025, the County would receive \$80.00 per hour for investigative services and \$60.00 per hour for court preparation/waiting time; and

WHEREAS, the rates will be evaluated and possibly amended on January 1, 2026, to reflect any increase in the County's cost to provide services pursuant to the agreement with notice of any cost increase provided to the township/city by November 1; and

WHEREAS, the Sheriff agrees to provide ordinance enforcement services to the townships of Castle Rock, Douglas, Nininger, Vermillion, Waterford, and the cities of Empire, Randolph, and Vermillion, for the period January 1, 2025, through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to execute separate joint powers agreements with the townships of Castle Rock, Douglas, Nininger, Vermillion, Waterford, and the cities of Empire, Randolph, and Vermillion to enforce selected ordinances for the period January 1, 2025, through December 31, 2026, subject to approval of the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

18-548; 10/23/18

21-614; 12/14/21

ATTACHMENTS

None.

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACT

Department Head: Joe Leko

Author: Nina Langer



Board of Commissioners

Request for Board Action

Item Number: DC-4025

Agenda #: 13.1

Meeting Date: 12/17/2024

DEPARTMENT: Library

FILE TYPE: Regular Action

TITLE

Acceptance Of Donation To Dakota County Library And Authorization To Amend 2024 Library Budget

PURPOSE/ACTION REQUESTED

Accept a donation from the Trust Estate of Elizabeth Helen Kolstad and authorization to amend the 2024 Library budget.

SUMMARY

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

Elizabeth Helen Kolstad, who passed away on June 9, 2024, at the age of 103, designated 20 percent of her estate to be donated to Dakota County Library exclusively for use at the Wescott Library. Through the initial distribution of the assets, Dakota County Library has received a partial distribution of \$796,054.01. It is anticipated that an additional smaller distribution will occur once the administration of the estate has been completed.

A letter of appreciation has been prepared for Commissioner signature.

RECOMMENDATION

Staff recommend accepting the donation and amending the 2024 Library budget.

EXPLANATION OF FISCAL/FTE IMPACTS

Authorization is requested to amend the 2024 Library budget by \$796,054 to reflect the revenue and expense associated with the donation.

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

RESOLUTION

WHEREAS, pursuant to Policy 1570 Gift Acceptance and adopted Donation Plan (Resolution No. 24-101, February 27,2024), the Dakota County Board of Commissioners delegated to the County Manager or their designee, the Dakota County Library Advisory Committee, the authority to accept

gifts of personal property up to \$1,500 in value for public purposes; and

WHEREAS, gifts to Dakota County Library with a value greater than \$1,500 are presented to the Dakota County Board of Commissioners for approval and acceptance; and

WHEREAS, Elizabeth Kolstad, who passed away on June 9, 2024, at the age of 103, designated 20 percent of her estate to be donated to Dakota County Library exclusively for use at the Wescott Library; and

WHEREAS, an initial distribution of \$796,054.01 has been received by Dakota County Library from the estate.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts \$796,054.01 as a donation from the estate of Elizabeth Helen Kolstad; and

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

Revenue	
Wescott Fund	<u>\$796,054</u>
Total Revenue	\$796,054

Expense	
Wescott Program Expense	<u>\$796,054</u>
Total Expense	\$796,054

PREVIOUS BOARD ACTION

24-101, 2/27/24

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Margaret Stone
Author: Margaret Stone

December 17, 2024

Brent Lonson
18805 24th Ave. North
Plymouth, MN 55447

Dear Mr. Lonson:

We are grateful and honored by the gift of \$796,054.01 from the trust estate of Elizabeth Helen Kolstad. We understand this is from both Elizabeth and Roald Kolstad as they were avid users of Dakota County Library particularly the Wescott Library.

This generous donation will have a positive impact on library services at Wescott Library and Dakota County Library overall.

County Board members join me in thanking you as Executor of the trust.

Best Regards,

Joe Atkins, Chair
Commissioner, District 2

Laurie Halverson
Commissioner, District 3

County Board of Commissioners

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Board of Commissioners

Request for Board Action

Item Number: DC-4027

Agenda #: 14.1

Meeting Date: 12/17/2024

DEPARTMENT: Finance

FILE TYPE: Regular Action

TITLE

Certification Of 2025 Property Tax Levy And Adoption Of Dakota County 2025 Budget And 2025-2029 Capital Improvement Program

PURPOSE/ACTION REQUESTED

Certify the 2025 property tax levy and adopt the Dakota County 2025 budget and the 2025-2029 Capital Improvement Program.

SUMMARY

The 2025 property tax levy, Dakota County budget, and 2025-2029 Capital Improvement Program (CIP) are to be adopted on December 17, 2024. This action concludes a process that spanned much of 2024. The budget process began in June with a budget workshop. Discussions centered on budget planning and the proposed levy. On August 13, 2024, the County Manager presented the recommended budget to the County Board. This included County Board budget hearings on August 20 and 27, 2024. On September 10, 2024, the County Board set the maximum 2025 Proposed Levy at \$167,648,832, which is a 9.92 percent increase over 2024 (Resolution No. 24-447; September 10, 2024). The County Manger's current total 2025 recommended budget is \$523,148,132. The CIP Public Hearing and the Levy and Budget Public Hearing meetings were held on December 3, 2024.

Major highlights of the 2025 budget include:

- Higher cost growth on existing operations (current level)
- Build in committed cost increases
- Resolve new identified 2025 cost impacts
- Address new and continued service demands
 - Mandated Services for Elderly and Disabled
 - Providing Health Care Eligibility
 - Child Protection and Mental Health
- Seek stable tax and service levels after 2025

Changes to the County Manager's recommended budget. Several changes have been made to the recommended budget since August 13, 2024 when the County Manager presented his budget to the Board. The changes are in four categories: 2024 adopted budget amendments made after the County Manager's recommendation; revised estimates/corrections; and additional and adjusted recommendations not part of the August 13, 2024 budget; and CIP changes.

Attachment: 2025 December Changes provides a list of all changes, which have no effect on the previously recommended County levy increase of 9.92 percent. Thus, the resulting total County

property tax portion of the budget is \$167,648,832, reflecting a 9.92 percent levy increase. The total revised recommended 2025 Dakota County budget is \$523,148,132.

RECOMMENDATION

Staff recommends certification of the 2025 property tax levy and adoption of the Dakota County 2025 budget and the 2025-2029 CIP.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2025 levy of \$167,648,832 represents a 9.92 percent increase from the amount levied in 2024. The impact of this levy on a median value residential homestead property for taxes payable 2025 is an increase of \$39.62, from \$674.73 in 2024 to \$714.35 in 2025. The attached recommended budget resolution includes the total budget amounts for 2025, including County costs, external funding sources and full-time equivalent (FTEs) by department. Figures also include staff's recommended technical changes. The County Board may make additional changes to the budget recommendation on December 17, 2024.

The County CIP amounts total \$156,123,603 in the 2025 budget and \$838,067,887 for the entire CIP.

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

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners has completed the 2025 budget process; and

WHEREAS, the Dakota County Board of Commissioners held budget recommendation and hearings on August 13, 20 and 27, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2025-2029 Capital Improvement Program in the amount of \$838,067,425; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2025 Dakota County budget as prepared, presented and set forth in the amount as follows:

Total Budget: \$523,148,132
Property Tax Levy: \$167,648,832

Department breakdowns:

	<u>FTE</u>	<u>Total Budget</u>	<u>Non-Levy Revenue</u>	<u>Property Tax</u>
NON-DEPARTMENTAL(COUNTYWIDE)	0.0	9,978,354	49,472,850	(39,494,496)
- - -				
OFFICE OF THE COUNTY MANAGER	10.0	2,045,353	699,624	1,345,729
COUNTY BOARD	7.0	1,051,756	6,200	1,045,556

COUNTY COMMUNICATIONS	8.0	1,394,352	118,000	1,276,352
EMPLOYEE RELATIONS	24.5	4,282,591	189,616	4,092,975
Total Administration	49.5	8,774,052	1,013,440	7,760,612
- - -				
COMMUNITY SERVICES ADMIN	17.0	2,538,165	4,425	2,533,740
SOCIAL SERVICES	528.2	95,748,196	56,417,681	39,330,515
EMPLOYMENT & ECONOMIC ASST	313.0	44,560,958	31,830,597	12,730,361
PUBLIC HEALTH	130.2	16,442,458	9,586,206	6,856,252
VETERANS SERVICES	9.0	966,443	22,500	943,943
COMMUNITY CORRECTIONS	195.9	27,637,054	11,409,984	16,227,070
EXTENSION	0.0	506,075	35,700	470,375
Total Community Services	1193.3	188,399,349	109,307,093	79,092,256
- - -				
PUBLIC SERVICE & REVENUE ADMIN	4.0	945,943	500,707	445,236
ASSESSING SERVICES	42.0	5,188,997	21,748	5,167,249
PROPERTY TAXATION AND RECORDS	33.3	4,477,147	3,461,344	1,015,803
SERVICE & LICENSE CENTERS	33.5	3,055,386	2,176,982	878,404
HISTORICAL SOCIETY	0.0	109,328	-	109,328
COUNTY FAIR	0.0	194,939	-	194,939
LIBRARY	130.2	17,012,894	363,740	16,649,154
ELECTIONS	8.0	2,301,595	783,275	1,518,320
Total Public Services & Revenue	251.0	33,286,229	7,307,796	25,978,433
- - -				
SHERIFF	207.3	33,143,931	4,960,009	28,183,922
COUNTY ATTORNEY	99.3	9,585,710	630,966	8,954,744
- - -				
MEDICAL EXAMINER	0.0	2,233,844	130,121	2,103,723
- - -				

DISTRICT COURT	0.0	492,319	24,000	468,319
- - -				
EFIS ADMIN	4.0	1,602,249	810,856	791,393
OFFICE OF RISK MANAGEMENT	11.0	5,014,649	1,564,900	3,449,749
INFORMATION TECHNOLOGY	73.1	17,510,842	2,123,155	15,387,687
OFFICE OF PERFORMANCE & ANALYSIS	8.0	1,066,191	25,000	1,041,191
FINANCE	40.9	5,587,126	449,254	5,137,872
GIS ENTERPRISE	0.0	82,595	82,595	-
Total Enterprise Finance & Information Sys.	137.0	30,863,652	5,055,760	25,807,892
- - -				
FLEET MANAGEMENT	16.0	3,422,499	1,021,543	2,400,956
CEP - FLEET MANAGEMENT		2,382,000	1,058,000	1,324,000
FACILITIES MANAGEMENT	56.0	14,101,456	832,016	13,269,440
PHYSICAL DEVELOPMENT ADMIN	39.6	4,317,335	885,613	3,431,722
TRANSPORTATION DEPARTMENT	97.0	10,279,470	8,380,345	1,899,125
PARKS AND OPEN SPACE	32.6	4,841,303	3,678,462	1,162,841
SOIL & WATER	0.0	388,928	388,928	-
ENVIRONMENTAL RESOURCES	32.0	9,460,095	9,460,095	-
BYLLESBY DAM	2.0	998,747	998,747	-
COUNTY LEGACY	0.0	75,256	75,256	-
Total Physical Development	275.2	50,267,089	26,779,005	23,488,084
Total Operations	2,212.5	367,024,529	204,681,040	162,343,489
CIP-COUNTY BUILDING		50,626,473	45,512,477	5,113,996
CIP-TRANSPORTATION/TRANS. SALES&USE TAX		79,596,881	79,596,881	-
CIP-PARKS		24,507,445	24,316,098	191,347
CIP-ENVIRONMENTAL RESOURCES		1,392,804	1,392,804	-
CIP-BYLLESBY DAM		-	-	-
CIP-DATA NETWORKS		-	-	-
Total CIP		156,123,603	150,818,260	5,305,343
Grand Total	2,212.5	523,148,132	355,499,300	167,648,832

PREVIOUS BOARD ACTION

24-447; 9/10/24

ATTACHMENTS

Attachment: 2025 December Changes

BOARD GOALS

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

CONTACT

Department Head: Paul Sikorski

Author: Karen Cater

December Changes to Operating Budget

<u>Request Description</u>	<u>Department</u>	<u>FTE</u>	<u>Expense</u>	<u>External</u>	<u>Funding Reallocation</u>	<u>Levy</u>	
SCORE Grant	Environmental Reources	-	\$ 77,531	\$ 242,500	\$ (164,969)	\$ -	Updated Grant Amount
Medical Examiner Contract	Medical Examiner		300,000			235,700	Recommended Changes
Health Insurance	County Wide		800,000			864,300	Recommended Changes
2025 Merit/Comp Plan	County Wide		2,400,000			2,400,000	Recommended Changes
Set-Aside	Non-Departmental		(2,600,000)			(2,600,000)	Recommended Changes
Revenue Increase	County Wide			900,000		(900,000)	Recommended Changes
Opiod Contract	Public Health		390,000	390,000		-	RBA
Respite Care Grant	Social Services		203,890	203,890		-	RBA
Adult Mental Health Initiative	Social Services	8.00	1,844,007	1,844,007		-	RBA
		8.00	\$ 3,415,428	\$ 3,580,397	\$ (164,969)	\$ -	

County Manager Changes to Recommended Requests

		<u>Request Description</u>	<u>Department</u>	<u>FTE</u>	<u>Expense</u>	<u>External</u>	<u>Funding Reallocation</u>	<u>Levy</u>
<u>County Administration</u>								
Remove		Access Manager	Office of the County Manager	(1.0)	\$ (156,264)		\$	(156,264)
Adjust		Compensation, Classification, and HR Data Manag	Employee Relations				74,517	(74,517)
				(1.0)	\$ (156,264)	\$ -	\$ 74,517	\$ (230,781)
<u>EFIS</u>								
Adjust		Sr. Business Analyst	Finance				\$ 142,722	\$ (142,722)
Adjust		Network Engineer	Information Technology				130,631	(130,631)
Adjust		IT Staff	Information Technology				142,722	(142,722)
				0.0	\$ -	\$ -	\$ 416,075	\$ (416,075)
<u>Physical Development</u>								
Add Back		PD Lead Financial Analyst	PD Admin	1.0	\$ 144,722	\$ 144,722	\$	-
Add Back		PD Financial Analyst	PD Admin	1.0	132,631	132,631	\$	-
New		Senior Project Manager - Greenways	Parks	1.0	145,722	145,722	\$	-
New		Natural Resources Specialist	Parks	1.0	122,336	122,336	\$	-
				4.0	\$ 545,411	\$ 545,411	\$ -	\$ -
<u>Community Services</u>								
Remove		Veterans Service Officer	Vets	(1.0)	\$ (130,631)		\$	(130,631)
Adjust		Corrections to Corrections Requests	Corrections		(22,839)	(8,723)	(14,116)	\$ -
Remove		Collaborative Safety (Phase 2)	CS Admin		(110,000)	(110,000)	\$	-
Remove		Mobile Phone Duress App	CS Admin		(30,000)	(30,000)	\$	-
Remove		Community Services Safety Trainer	CS Admin	(1.0)	(134,831)	(134,831)	\$	-
Adjust		FAS Team Funding	EEA			(773,593)	\$	773,593
Adjust		FAS Team Funding	EEA		(937,280)	(937,280)	\$	-
Add Back		MNChoices Eligibility - Supervisor	Social Services	1.0	160,881		\$	160,881
Add Back		MNChoices Eligibility - Supervisor	Social Services	1.0	160,881		\$	160,881
Remove		Child Protection	Social Services	(1.0)	(135,246)	(60,824)	\$	(74,423)
Remove		Child Protection	Social Services	(1.0)	(135,246)	(60,824)	\$	(74,423)
Adjust		Housing & Community Resources	Social Services	(9.0)	(4,333,465)	(4,333,465)	\$	-
New		MNChoices Eligibility	Social Services	1.0	135,247	192,013	\$	(56,767)
New		MNChoices Eligibility	Social Services	1.0	135,247	192,013	\$	(56,767)
New		MNChoices Eligibility	Social Services	1.0	135,247	192,013	\$	(56,767)
New		MNChoices Eligibility	Social Services	1.0	135,247	192,013	\$	(56,767)
New		MNChoices Eligibility	Social Services	1.0	135,247	192,013	\$	(56,767)
New		Contracted Case Management Support	Social Services	1.0	114,810			114,810
				(5.0)	\$ (4,856,734)	\$ (5,489,474)	\$ (14,116)	\$ 646,856
				(2.0)	\$ (4,467,587)	\$ (4,944,063)	\$ 60,401	\$ 0

Transportation CIP

2025 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
NEW	Transportation CIP Reimbursement to Operations	3,479,276	347,928	3,131,348	-	4,109,178	347,928	3,761,250	-	629,902	-	629,902	-
42-172	CSAH 42 from 147th St to CSAH 33 (Diamond Path)	5,500,000	2,570,000	2,930,000	-	6,500,000	2,570,000	3,930,000	-	1,000,000	-	1,000,000	-
		-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-
		8,979,276	2,917,928	6,061,348	-	10,609,178	2,917,928	7,691,250	-	1,629,902	-	1,629,902	-

2026 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
NEW	Transportation Reimbursement to Operations	3,618,447	361,845	3,256,602	-	4,289,311	361,845	3,927,466	-	670,864	-	670,864	-
		-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-
		3,618,447	361,845	3,256,602	-	4,289,311	361,845	3,927,466	-	670,864	-	670,864	-

2027 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
NEW	Transportation CIP Reimbursement to Operations	3,763,185	376,318	3,386,867	-	4,477,753	376,318	4,101,435	-	714,568	-	714,568	-
		-	-	-	-	-	-	-	-	-	-	-	-
		3,763,185	376,318	3,386,867	-	4,477,753	376,318	4,101,435	-	714,568	-	714,568	-

2028 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
NEW	Transportation Reimbursement to Operations	3,913,712	391,371	3,522,341	-	4,674,913	391,371	4,283,542	-	761,201	-	761,201	-
		-	-	-	-	-	-	-	-	-	-	-	-
		3,913,712	391,371	3,522,341	-	4,674,913	391,371	4,283,542	-	761,201	-	761,201	-

2029 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
NEW	Transportation CIP Reimbursement to Operations	4,070,260	407,026	3,663,234	-	4,881,223	407,026	4,474,197	-	810,963	-	810,963	-
		-	-	-	-	-	-	-	-	-	-	-	-
		4,070,260	407,026	3,663,234	-	4,881,223	407,026	4,474,197	-	810,963	-	810,963	-

Parks CIP

2025 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
1001482	Parks Operating Staff Offset	2,522,466		2,522,466		2,743,862		2,743,862		221,396	-	221,396	-
		-		-		-		-		-		-	
		2,522,466	-	2,522,466	-	2,743,862	-	2,743,862	-	221,396	-	221,396	-

2026 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
1001482	Parks Operating Staff Offset	2,615,965		2,615,965		2,850,366		2,850,366		234,401	-	234,401	-
		-		-		-		-		-		-	
		2,615,965	-	2,615,965	-	2,850,366	-	2,850,366	-	234,401	-	234,401	-

2027 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
1001482	Parks Operating Staff Offset	2,713,203		2,713,203		2,961,436		2,961,436		248,233	-	248,233	-
		-		-		-		-		-		-	
		2,713,203	-	2,713,203	-	2,961,436	-	2,961,436	-	248,233	-	248,233	-

2028 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
1001482	Parks Operating Staff Offset	2,814,332		2,814,332		3,077,278		3,077,278		262,946	-	262,946	-
		-		-		-		-		-		-	
		2,814,332	-	2,814,332	-	3,077,278	-	3,077,278	-	262,946	-	262,946	-

2029 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
1001482	Parks Operating Staff Offset	2,919,230		2,919,230		3,197,819		3,197,819		278,589	-	278,589	-
		-		-		-		-		-		-	
		2,919,230	-	2,919,230	-	3,197,819	-	3,197,819	-	278,589	-	278,589	-

Facilities CIP

2025 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
		Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
New	Empire Campus Redevelopment Design and Construction	3,750,000	2,812,500	937,500	-	2,500,000	2,500,000	-	-	(1,250,000)	(312,500)	(937,500)	-
New	Burnhaven Library Design and Renovation	641,260	641,260	-	-	720,000	720,000	-	-	78,740	78,740	-	-
New	Infrastructure Maintenance Allocation	3,525,000	-	3,525,000	-	2,925,000	-	2,925,000	-	(600,000)	-	(600,000)	-
New	Western Service Center Cooling System Replacement	1,000,000	-	1,000,000	-	1,600,000	-	1,600,000	-	600,000	-	600,000	-
1001305	Capital Projects Management Delivery Staff for Projects	585,614	-	585,614	-	611,967	-	611,967	-	26,353	-	26,353	-
		9,501,874	3,453,760	6,048,114	-	8,356,967	3,220,000	5,136,967	-	(1,144,907)	(233,760)	(911,147)	-

2026 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
		Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
New	Burnhaven Library Design and Renovation	5,771,344	5,771,344	-	-	6,480,000	6,480,000	-	-	708,656	708,656	-	-
New	Wescott Library Design and Renovation	-	-	-	-	1,650,000	1,650,000	-	-	1,650,000	1,650,000	-	-
1001305	Capital Projects Management Delivery Staff for Projects	600,254	-	600,254	-	627,265	-	627,265	-	27,011	-	27,011	-
		6,371,598	5,771,344	600,254	-	8,757,265	8,130,000	627,265	-	2,385,667	2,358,656	27,011	-

2027 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
		Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
New	Wescott Library Design and Renovation	-	-	-	-	10,440,000	10,440,000	-	-	10,440,000	10,440,000	-	-
1001305	Capital Projects Management Delivery Staff for Projects	615,260	-	615,260	-	642,947	-	642,947	-	27,687	-	27,687	-
		615,260	-	615,260	-	11,082,947	10,440,000	642,947	-	10,467,687	10,440,000	27,687	-

2028 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
		Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
New	Robert Trail Library Design and Renovation	-	-	-	-	600,000	600,000	-	-	600,000	600,000	-	-
1001305	Capital Projects Management Delivery Staff for Projects	630,642	-	630,642	-	659,021	-	659,021	-	28,379	-	28,379	-
		630,642	-	630,642	-	1,259,021	600,000	659,021	-	628,379	600,000	28,379	-

2029 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
		Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
New	Inver Glen Library Design and Renovation	-	-	-	-	500,000	500,000	-	-	500,000	500,000	-	-
New	Robert Trail Library Design and Renovation	-	-	-	-	5,500,000	5,500,000	-	-	5,500,000	5,500,000	-	-
New	Wescott Library Design and Renovation	-	-	-	-	4,410,000	4,410,000	-	-	4,410,000	4,410,000	-	-
1001305	Capital Projects Management Delivery Staff for Projects	646,408	-	646,408	-	675,496	-	675,496	-	29,088	-	29,088	-
		646,408	-	646,408	-	11,085,496	10,410,000	675,496	-	10,439,088	10,410,000	29,088	-

Environmental Resources CIP

2025 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
	Project Delivery	17,455		17,455		17,804		17,804		349	-	349	-
		17,455	-	17,455	-	17,804	-	17,804	-	349	-	349	-

2026 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
	Project Delivery	18,350		18,350		18,717		18,717		367	-	367	-
		18,350	-	18,350	-	18,717	-	18,717	-	367	-	367	-

2027 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
	Project Delivery	19,275		19,275		19,661		19,661		386	-	386	-
		19,275	-	19,275	-	19,661	-	19,661	-	386	-	386	-

2028 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
	Project Delivery	20,232		20,232		20,637		20,637	-	405	-	405	-
		20,232	-	20,232	-	20,637	-	20,637	-	405	-	405	-

2029 Budget

		Draft CIP Budget				Final CIP Budget				December Change			
Project No.	Project Description or Name	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy	Annual Cost	Outside Revenues	Internal Funding Sources	Levy
	Project Delivery	21,244		21,244		21,669		21,669		425	-	425	-
		21,244	-	21,244	-	21,669	-	21,669	-	425	-	425	-



Board of Commissioners

Request for Board Action

Item Number: DC-4052

Agenda #: 17.1

Meeting Date: 12/17/2024

Information

See Attachment for future Board meetings and other activities.

December 16, 2024

Monday

8:00 AM - 8:00 AM

Pre-Session Legislative Forum - CANCELED

December 17, 2024

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

December 18, 2024

Wednesday

6:00 PM - 6:00 PM

Metropolitan Mosquito Control District Meeting -- Metropolitan Mosquito Control District, 2099 Universtiy Ave W, St. Paul

December 19, 2024

Thursday

4:00 PM - 4:00 PM

Public Open House - County Road 50/5 & I-35 Interchange (County Project 50-33) -- Lakeville Water Treatment Conference Room; 18400 Ipava Ave, Lakeville

4:30 PM - 4:30 PM

Public Open House #1 - CP 31-115 (Denmark Ave) & CP 74-11 (220th St W) Corridor Study -- Farmington City Hall, 430 3rd St, Farmington, MN

7:00 PM - 7:00 PM

Dakota County Planning Commission Meeting -- Western Service Center, 14955 Galaxie Ave, Conference Room 106, Apple Valley

December 20, 2024

Friday

8:30 AM - 8:30 AM

Dakota-Scott Workforce Development Board Meeting - CANCELED --

December 25, 2024

Wednesday

All Day

County Offices Closed - Christmas Day Holiday

January 1, 2025

Wednesday

All Day

County Offices Closed - New Year's Day Holiday

January 7, 2025

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

10:00 AM - 10:00 AM

Dakota County General Government and Policy Committee Meeting (or following RRA) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings



Board of Commissioners

Request for Board Action

Item Number: DC-4053

Agenda #: 18.1

Meeting Date: 12/17/2024

Adjournment