



Dakota County

Board of Commissioners

Agenda

Tuesday, February 3, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

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

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

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

4. **Agenda**

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

CONSENT AGENDA

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

- 5.1 Approval of Minutes of Meeting Held on January 20, 2026 and Special Meeting on January 27, 2026

6. **County Attorney**

- 6.1 *Attorney* - Authorization To Execute Contract With Axon Enterprise, Inc. For County Attorney's Office Digital Evidence Management Software And Support

7. **County Board/County Administration**

- 7.1 *Office Of The County Manager* - Appointments To Dakota-Scott Workforce Development Board

- 7.2** *Office Of The County Manager* - Designation Of Local Officials For Campaign Finance And Public Disclosure Board Reporting Requirement

8. Community Services

- 8.1** *Veterans Services* - Authorization To Enter Into A Joint Powers Agreement With State Of Minnesota, Acting Through Its Commissioner Of Minnesota Department Of Veterans Affairs, For Transportation Services To Veteran Affairs Medical Center In Minneapolis
- 8.2** *Social Services-Aging & Disability Services* - Authorization To Execute Joint Powers Agreement With Independent School District 196 At Oak Ridge Elementary School Of Leadership, Environmental, And Health Sciences To Foster Inclusive Learning Environments For Communities For All Inclusion Initiative
- 8.3** *Social Services-Housing & Community Resources* - Authorization To Apply For U.S. Department Of Housing And Urban Development Grant Funds

9. Physical Development

- 9.1** *Parks* - Authorization To Execute Contract With RES Great Lakes, LLC For Vegetation Management At Lake Byllesby Regional Park
- 9.2** *Facilities Management* - Authorization To Donate Existing Library Shelving At Burnhaven Library
- 9.3** *Transportation* - Authorization To Submit 2026 Better Utilizing Investments To Leverage Development (BUILD Formerly RAISE) Application For Interchange Improvements At County State Aid Highway 50 and Interstate 35 In Lakeville, County Project 50-033
- 9.4** *Transportation* - Authorization To Execute Contract With Tolz, King, Duvall, Anderson & Associates, Inc., For Construction Administration, Inspection, Surveying, And Material Testing Services For Reconstruction Of Bridge Number 19578 In Vermillion Township, County Project 85-23
- 9.5** *Transportation* - Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Administration, Inspection, Surveying, And Material Testing Services For Improvements To County State Aid Highway 42 (145th Street) At Trunk Highway 52 Interchange In City Of Rosemount, County Project 42-174

- 9.6** *Transportation* - Authorization To Execute First Amendment To Contract With SRF Consulting Group, Inc., For Additional Contract Costs For Trail Construction On Butler Avenue In West St. Paul, County Project 04-17

10. Public Services and Revenue

- 10.1** *Public Services and Revenue Administration* - Approval Of 2026 Intoxicating Liquor License Application From AB Winery LLC

REGULAR AGENDA

11. 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

12. County Manager's Report

13. Information

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

14. Adjournment

- 14.1** Adjournment

For more information, call 651-438-4417
Dakota County Board meeting agendas are available online at
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
Public Comment can be sent to CountyAdmin@co.dakota.mn.us



Board of Commissioners

Request for Board Action

Item Number: DC-5327

Agenda #: 4.1

Meeting Date: 2/3/2026

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-5328

Agenda #: 5.1

Meeting Date: 2/3/2026

Approval of Minutes of Meeting Held on January 20, 2026 and Special Meeting on January 27, 2026



Dakota County

Board of Commissioners

Minutes

Tuesday, January 20, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

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

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

2. Pledge of Allegiance

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

3. Audience

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

The following people came forward to provide comments regarding ICE Out of MN: Day of Truth and Freedom - Jan. 23, 2026:

Melissa Loe (Apple Valley)
Jean Stransky (unknown)
Mark Brandell (unknown)
Vicki Hede (unknown)

4. Agenda

4.1 Resolution No: 26-036
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mike Slavik

Second: Mary Hamann-Roland

Ayes: 7

CONSENT AGENDA

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

5. County Administration - Approval of Minutes**5.1 Resolution No: 26-037**

Approval of Minutes of Meetings Held on January 6, 2026

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 7

6. Items Recommended by Board Committee***6.1 Resolution No: 26-038**

Approval Of Disability Advisory Council 2026 Work Plan

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, County policy states that advisory committees are required to consult annually with the

County Board to seek concurrence regarding topics they will study or advise on, which are outlined in their annual work plan; and

WHEREAS, the Disability Advisory Council drafted potential direction for their efforts in 2026; and

WHEREAS, staff recommends that the Disability Advisory Council 2026 work plan be approved.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Disability Advisory Council 2026 work plan.

Ayes: 7

6.2 Resolution No: 26-039

Approval Of Joint Powers Agreements With Cities And Delegation Of Authority For Contracting And Right Of Way Acquisition To Accomplish 2026 Transportation, Parks, and Facilities Capital Improvement Projects

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Dakota County Physical Development Administration Department regularly requests County Board approval for actions required to deliver projects in the adopted Capital Improvement Program (CIP); and

WHEREAS, joint powers agreements with Cities and cost-share agreements with the Minnesota Department of Transportation and other agencies are standard agreements needed on projects in the CIP that adhere to County policies and have consistent language; and

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

WHEREAS, any awards not to the low bidder or require the rejection of bids will be brought to the County Board for action; and

WHEREAS, this resolution does not alter the Board process for adopting projects in the CIP each year or the process for obtaining Board approval for professional services contracts, study recommendations, appraisals, and right of way settlements; and

WHEREAS, quarterly reports on all contracts and project updates would continue to be presented by Finance to the Board; and

WHEREAS, staff will provide the Board with a detailed list of authorized projects, including budget reference information, and provide periodic updates on executed and construction contract awards; and

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with projects included in the 2026 Transportation CIP; and

WHEREAS, Dakota County is the lead agency for right of way acquisition necessary in 2026 for construction to begin in 2027; and

WHEREAS, the acquisition of property interests, such as fee title and temporary and permanent easements, from private property parcels identified in Dakota County 2026 Transportation CIP projects by the County is necessary to deliver and construct the projects during the programmed year; and

WHEREAS, all valuations of the property interests to be acquired are based upon independent valuation reports; and

WHEREAS, delegation of authority to approve appraisals of value and all first offers being made to the property owners by the Director of Physical Development or their designee will allow for more time for property owners to review the County's offers and resolved the acquisitions before eminent domain may be necessary; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, staff will seek County Board authorization for the County Attorney's Office to initiate quick-take condemnation of the remaining unsettled parcels; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the Director of Physical Development or their designee to enter into joint powers agreements with cities and the appropriate Department Director or designee to award construction contracts to

the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the following projects:

Transportation:

County Project (CP) 04-018: CSAH 4 from County State Aid Highway (CSAH) 63 to Smith Ave Trail Gap in West St. Paul

CP 05-058: CSAH 5 at Southcross Signal Reconstruction in Burnsville

CP 5-060: CSAH 5 at Kenyon Ave in Lakeville

CP 9-065: CSAH 9 from 208th Street to CSAH 50 (Kenwood Trl) in Lakeville

CP 9-067: CSAH 9 from CSAH 70 (215th St) to South of 210th St in Lakeville

CP 9-069: CSAH 9 at Glacier Way in Lakeville

CP 11-033: CSAH 11 at I-35E Interchange Ramp Improvements in Burnsville and Apple Valley

CP 14-035: CSAH 14 from 20th Ave to 3rd Ave in South St. Paul

CP 23-088: CSAH 23 from CSAH 9 (179th Street) to CSAH 42 (150th Street) in Apple Valley and Lakeville

CP 26-060: CSAH 26 from Trunk Highway (TH) 3 to CSAH 73 Reconstruction in Inver Grove Heights

CP 26-068: CSAH 26 from CSAH 73 to Cahill Ave Trail Gap and Reclamation in Inver Grove Heights

CP 28-069: CSAH 28 (80th Street) Trail Gap in Inver Grove Heights

CP 31-113: CSAH 31 at CSAH 50 (W Junction) in Farmington

CP 31-115: CSAH 31 from CSAH 74 (Ash St) to CSAH 50 (212th St) in Farmington

CP 31-118: CSAH 31 at Upper 147th Street Access Restriction in Apple Valley

CP 31-119: CSAH 31 from 144th Street to Corporate Center Dr in Apple Valley and Eagan

CP 31-124: CSAH 31 at Crestridge Ln in Eagan

CP 31-125: CSAH 31 at CSAH 46 (160th Street) in Apple Valley and Lakeville

CP 31-126: CSAH 31 at Wescott Rd/Kings Wood Pond Rd in Eagan

CP 32-093: CSAH 32 from Johnny Cake Ridge Road to CSAH 31 (Pilot Knob Rd) in Eagan

CP 33-019: CSAH 33 from 140th St/Connemara Trl to CSAH 31 (Pilot Knob Rd) in Apple Valley and Rosemount

CP 38-061: CSAH 38 from CSAH 5 to Aldrich Ave in Burnsville

CP 38-068: CSAH 38 from Garden View Dr to Hanover Ave; W of Diamond Path in Apple Valley

CP 42-161: CSAH 42 from Lock Blvd to Vermillion Street Overlay and Trail Construction in Hastings

CP 42-163: CSAH 42 from Redwood Dr to 147th Street Reconstruction in Apple Valley

CP 42-167: CSAH 42 from CSAH 5 to Nicollet Ave in Burnsville

CP 42-170: CSAH 42 at Trunk Highway 3 in Rosemount

CP 42-172: CSAH 42 from Cedar to Pilot Knob Federal Overlay in Apple Valley

CP 42-173: CSAH 42 from CSAH 33 (Diamond Path) to TH 3 in Apple Valley and Rosemount

CP 42-174: CSAH 42 at TH 52 Interchange Improvements in Rosemount

CP 42-177: CSAH 42 at Garrett Ave and At Pilot Knob Road Signal

Replacement in Apple Valley

CP 42-179: CSAH 42 from West of Business Pkwy to Auburn Ave in Rosemount

CP 43-057: CSAH 43 from Keefe St to TH 55 in Eagan

CP 43-059: CSAH 43 at Northview Park Rd in Eagan

CP 47-047: CSAH 47 from North of CSAH 86 to TH 50 Reconstruction in Castle Rock Twp and Hampton Twp

CP 50-033: CSAH 50 at I-35 Interchange in Lakeville

CP 50-038: CSAH 50 at CSAH 60 in Lakeville

CP 54-011: CSAH 54 from 18th Street to CSAH 68 in Hastings and Ravenna Township

CP 56-014: CSAH 56 Corridor Pedestrian Improvements in Inver Grove Heights

CP 60-029: CSAH 60 at Orchard Trail in Lakeville

CP 63-033: CSAH 63 from Marie Ave to TH 149 Reconstruction in Mendota Heights and West St. Paul

CP 64-027: County Road 64 (Flagstaff Ave) from 200th Street to 195th Street in Farmington

CP 74-011: CSAH 74 from CSAH 31 (Denmark Ave) to Honeysuckle Ln in Farmington

CP 86-043: CSAH 86 at TH 56 Roundabout in Randolph Township

CP 86-044: CSAH 86 at TH 3 Roundabout in Castle Rock Township

CP 91-030: CSAH 91 from 675' South of Nicolai Ave to TH 61 Reconstruction in Miesville

Paved Highway Surfaces

Gravel Highway Surface

Gravel Highway Surface - Repairs

Crack Seal

Pedestrian and Bicycle Facilities

Retaining Wall Maintenance

Traffic Safety & Operations - Pavement Markings

Storm Sewer System Maintenance

Signal Revisions/Communications

Traffic Signal - New/Replacement

Trail Gap Setaside

Parks:

2000230: Greenway Preservation

2000236: Miesville Ravine Park Reserve Long-Range Plan Improvements

P00147: Veterans Memorial Greenway

River to River Greenway: TH 149 Crossing and trail improvements south of Marie

Countywide Greenway and Park Wayfinding Installation

Lebanon Hills Greenway: Lebanon Hills Regional Park to Dodd Road

Lake Marion Greenway: Lakeville - Ritter Farm Park to Holyoke

Lebanon Hills Regional Park: Sustainable Trail Improvements

Whitetail Woods Regional Park: Stage and Shade Improvements

Lake Byllesby Regional Park Turbine Exhibit and Road and Trail realignment

Facilities:

Roof Replacement Program
Window Replacement Program
Law Enforcement Center Housing Unit Fixture Replacement
Boiler Replacement Program
Chiller Replacement Program
Air Cooled Condenser Replacement Program
HVAC, Pumps, and Fans Replacement Program
Cabinet Unit Heater Replacement Program
Empire Maintenance Facility Geothermal Heat Pump Replacement
Judicial Service Center and Western Service Center Fire Pump Replacement
Countywide Life Safety Enhancement Program
Generator, ATS, Main Electrical, and MCC Replacement Program
Uninterruptible Power Supply Replacement Program
Miscellaneous Projects
Accessibility Barrier Removal Program
Exterior Building Envelope Maintenance Program
Exterior Door Replacement Program
Water Heater Replacement Program
Sanitary Waste Pump Replacements
Air Handling Unit Replacement Program
Make-Up Air Unit Replacements
HVAC Controls/Automation System Replacements
Electrical Service Gear Replacement Program
Flooring Replacement Program
Parking Lots Pavement Program
Energy Efficiency Program
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Physical Development or their designee to approve appraisals of value and to make initial offers based on appraised value for any right of way acquisitions needed for the following 2026 Transportation Capital Improvement Program projects:

Real Estate Office Right of Way Acquisitions:
CP 23-088: Mill and overlay CSAH 23 (Cedar Ave) from CSAH 9 (179th St) to CSAH 42 (150th St) in Apple Valley and Lakeville
CP 28-079: Signal replacement at CSAH 28 (Yankee Doodle Ave) and Denmark Ave in Eagan
CP 31-115: Roadway reconstruction CSAH 31 (Denmark Ave) from CSAH 74 (220th St) to CSAH 50 (212th St) in Farmington
CP 31-124: Intersection improvements at CSAH 31 (Pilot Knob Rd) and Crestridge Ln in Eagan
CP 31-125: Signal replacement at CSAH 31 (Pilot Knob Rd) and CSAH 46 (160th St W) in Apple Valley and Lakeville
CP 31-126: Signal replacement at CSAH 31 (Pilot Knob Rd) and Wescott Rd/Kings Wood Pond Rd in Eagan
CP 38-061: Intersection improvements at CSAH 38 (McAndrews Rd) and

Burnhaven Dr and trail gap study from CSAH 5 to Burnhaven Dr in Burnsville
CP 38-068: Retaining wall replacement along CSAH 38 (McAndrews Rd) between Hannover Ave and Gardenvue Dr in Apple Valley
CP 42-173: Mill and overlay CSAH 42 (150th St) from CSAH 33 (Diamond Path) to TH 3 in Apple Valley and Rosemount
CP 42-175: Pedestrian underpass of CSAH 42 (145th Street), approximately 900 feet east of County Road (CR) 73 (Akron Avenue) in Rosemount
CP 42-183: Signal replacement at CSAH 42 (150th St W) and Galaxie Ave in Apple Valley
CP 42-184: Signal replacement at CSAH 42 (150th St W) and Pennock Ave in Apple Valley

CP 43-057: Construction of a multi-use trail along the east side of CSAH 43

(Lexington Ave) between Keefe St and TH 55 in Eagan

CP 43-059: Roundabout at CSAH 43 (Lexington Ave) and Northview Park Rd in Eagan

CP 46-064: Signal replacement at CSAH 46 (160th St W) and Galaxie Ave in Apple Valley and Lakeville

CP 46-065: Signal replacement at CSAH 46 (160th St W) and Foliage Ave in Apple Valley and Lakeville

CP 47-048: Roadway reconstruction on CSAH 47 (Northfield Blvd) from TH 3 to south of CSAH 86 (280th St) in Waterford Township, Sciota Township, and Castle Rock Township

CP 50-033: Reconstruction of the interchange at I-35 and CSAH 50 in Lakeville

CP 50-038: Roundabout at CSAH 50 (Kenwood Trail) and CSAH 60 (185th St) in Lakeville

CP 60-029: New signal system at CSAH 60 (185th St) and Orchard Trail in Lakeville

CP 74-011: Roadway reconstruction CSAH 74 (220th St) from CSAH 31 (Denmark Ave) to Honeysuckle Lane in Farmington

CP 99-013: Expansion of CSAH 46 from TH 3 to 1,300 feet east of CR 48 in

Rosemount, Coates, and Empire Township from two lanes to a four-lane divided

section

Ayes: 7

7. Central Operations

7.1 Report On Invoices Paid In December 2025

Information only; no action requested.

8. County Board/County Administration**8.1 Resolution No: 26-040
Adoption Of 2026 Dakota County Strategic Priorities**

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Dakota County Board of Commissioners held a strategic planning workshop on December 5, 2025, and discussed updated Dakota County Strategic Plan Priorities and Initiatives; and

WHEREAS, the Dakota County Board of Commissioners desires to update the existing Dakota County Strategic Plan Priorities and Initiatives.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following Dakota County Strategic Plan Priorities and Initiatives with an overarching goal to make Dakota County 'A Great Place to Live':

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

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs the County Manager to create and maintain a set of community indicators and organizational performance measures associated with the County's Strategic Plan Priorities and Initiatives.

Ayes: 7

9. Physical Development**9.1 Resolution No: 26-041
Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For Greenway And Trail Segment Maintenance**

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, by Resolution No. 99-526 (September 21, 1999), the Dakota County Board of Commissioners adopted the Mississippi River Greenway Master Plan; and

WHEREAS, by Resolution No. 13-442 (August 27, 2013), the Dakota County Board of Commissioners adopted the Lebanon Hills Greenway Master Plan; and

WHEREAS, by Resolution No. 17-493 (September 26, 2017), the Dakota

County Board of Commissioners adopted the Veterans Memorial Greenway Master Plan; and

WHEREAS, by Resolution No. 12-152 (March 27, 2012), the Dakota County Board of Commissioners authorized a joint powers agreement with the City of Inver Grove Heights for construction, operation, and maintenance of the Mississippi River Regional Trail; and

WHEREAS, by Resolution No. 16-204 (April 19, 2016), the Dakota County Board of Commissioners authorized a joint powers agreement with the City of Inver Grove Heights for a trail easement, construction and future trail maintenance of the Lebanon Hills Greenway; and

WHEREAS, Dakota County has constructed or reconstructed about one and a half miles of the Lebanon Hills Greenway in 2016-2017, seven miles of the Mississippi River Greenway to Dakota County Greenway standards in 2012-2014 and constructed about two miles of the Veterans Memorial Greenway in 2024 and 2025; and

WHEREAS, it is mutually agreeable for the City of Inver Grove Heights and Dakota County to execute a maintenance agreement to define the routine, deferred, and replacement responsibilities of the County's Greenway, site amenities and furnishings, vegetation, utilities, and structural infrastructure like bridges or tunnels; and

WHEREAS, Dakota County will continue to perform routine trail inspections and routine maintenance of the Greenway regional trails, including graffiti removal, and routine, deferred, and replacement maintenance of Greenway infrastructure; and

WHEREAS, sufficient funds are available in the Public Facilities Upkeep, Greenway Preservation and Greenway Enhancement set asides.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a Joint Powers Agreement, as substantially presented, with the City of Inver Grove Heights for the Mississippi River Greenway and Veterans Memorial Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.2 Resolution No: 26-042
Approval Of Special Hazardous Waste Processing Facility License For ShopJimmy.Com LLC, Burnsville

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, in accordance with Dakota County Ordinance 111, Hazardous Waste Regulation, ShopJimmy.Com LLC, submitted a license application to Dakota County for a special hazardous waste and universal waste processing facility to be operated in the city of Burnsville; and

WHEREAS, staff has reviewed the application and operations plan from ShopJimmy.Com LLC for the proposed special hazardous waste processing facility and has determined: (1) the application was submitted on the required department form; (2) the applicant provided such information as is needed for Dakota County to administer Dakota County Ordinance 111, including the information specified in Minn. R. 7045.0230; and (3) paid the application fee; all in conformance with the requirements of Dakota County Ordinance 111, Hazardous Waste Regulation; and

WHEREAS, staff has determined that ShopJimmy.Com LLC, requires financial assurance in accordance with Dakota County Ordinance 111, Hazardous Waste Regulation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves issuance of a license pursuant to Dakota County Ordinance 111, Hazardous Waste Regulation, to ShopJimmy.Com LLC, for a special hazardous waste and universal waste processing facility in the city of Burnsville from January 20, 2026, to March 31, 2027, subject to compliance with all applicable federal, state, local, and County laws, rules, and ordinance requirements or special conditions; and

BE IT FURTHER RESOLVED, That ShopJimmy.Com LLC shall operate the special hazardous waste processing facility in accordance with the plans and information approved as part of its license application to Dakota County; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to issue a hazardous waste facility license, as approved by the Dakota County Board of Commissioners, to ShopJimmy.Com LLC, subject to the payment of required fees and the satisfaction of all appropriate license conditions.

Ayes: 7

9.3 Resolution No: 26-043

Authorization To Execute Contract With GEI Consultants, Inc. For Consultation Services For Byllesby Dam Comprehensive Assessment

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County owns the Byllesby Dam and operates the dam and its hydroelectric facility under the dam safety regulations of the Federal Energy Regulatory Commission (FERC); and

WHEREAS, periodic assessments of the dam by an independent consultant under the Part 12D Inspection program are a core component of the applicable

regulations; and

WHEREAS, the Part 12D Inspection program was updated to include additional complexity in the form of a Comprehensive Assessment (CA), which includes a site inspection and the completion of a risk assessment, among other activities; and

WHEREAS, staff sent out a request for proposals to five firms and received four proposals in response; and

WHEREAS, staff proposes to contract with GEI Consultants, Inc. to complete the CA based on a review of the technical competency, staff quality, assessment approach, and value of the services provided in the proposal.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with GEI Consultants, Inc. for consultation services for a Comprehensive Assessment as the ninth Part 12D Inspection for the Byllesby Dam in an amount to exceed \$409,304.

Ayes: 7

- 9.4** Resolution No: 26-044
Authorization To Execute Contract With Stonebrooke Engineering, Inc. For Final Design, Execute Joint Powers Agreement With City Of Burnsville, And Amend 2026 Transportation CIP Budget For County State Aid Highway 38 (McAndrews Road) In City of Burnsville, County Project 38-61

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County, in partnership with the City of Burnsville, is proceeding with County Project (CP) 38-61 to improve safety, mobility, and multimodal access along CSAH 38 (McAndrews Road); and

WHEREAS, Dakota County is the lead agency for CP 38-61 final design; and

WHEREAS, the Adopted 2026 Transportation Capital Improvement Program (CIP) does not include sufficient funding for design services; and

WHEREAS, a budget amendment is required to increase the consultant design services budget by \$899,966.00; and

WHEREAS, the Transportation Department issued a Request for Proposals (RFP) and evaluated three proposals; and

WHEREAS, Stonebrooke Engineering, Inc. submitted the most complete and responsive proposal; and

WHEREAS, the City of Burnsville concurs with this recommendation; and

WHEREAS, cost participation for construction will follow adopted County policy, and design phase cost participation will be 80 percent Dakota County and 20 percent City of Burnsville, consistent with the Joint Powers Agreement to be executed; and

WHEREAS, the County Board adopted the Advance Funding City Cost Share Policy for Transportation CIP Projects (AF Policy). The City of Burnsville has requested to use this policy to advance its full estimated 2026 design cost share of \$179,993.00 for CP 38-61, as City does not currently have funds programmed in their budget. Burnsville proposes to reimburse the County in full by May 2027, consistent with the AF Policy, and the 2026 Transportation Capital Improvement Program (CIP) has sufficient capacity to accommodate this advance.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Transportation Director, or their designee, to execute a contract with Stonebrooke Engineering, Inc. for engineering design consulting services for CP 38-61 in an amount not to exceed \$899,966.00, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Board authorizes a budget amendment to increase the CP 38-61 budget by \$899,966.00 utilizing CSAH funds and City participation; and

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

Expense	
County Project 38-61	<u>\$899,966</u>
Total Expense	\$899,966
 Revenue	
City of Burnsville (Advance Funding)	\$179,993
CSAH	<u>\$719,973</u>
Total Revenue	\$899,966

Ayes: 7

REGULAR AGENDA

10. Public Services and Revenue

10.1 Resolution No: 26-045

Authorization To Execute A Contract Renewal with CycloMedia Technology, Inc. For Acquisition Of Street Level Images

Motion: Mary Hamann-Roland

Second: Mike Slavik

Scott Lyons, Director of Assessing Services briefed this item and responded to questions.

WHEREAS, assessors are mandated in statute to actually view and determine

the market value of each property at least every five years; and

WHEREAS, 'actually viewing' real estate can be accomplished digitally with today's technologies; and

WHEREAS, Dakota County Assessing Services has leveraged desktop inspection procedures to meet statutory quintile revaluation requirements, under industry standards, since 2006; and

WHEREAS, Assessing Services wishes to continue its business model of using technology to efficiently meet statutory revaluation requirements, provide all appraisal staff the tools to make accurate valuation estimates without greater investment in field inspections and ensure taxpayers expectations are met by establishing fair and accurate assessments; and

WHEREAS, through a Request for Proposals issued on December 16, 2015, Dakota County solicited vendors to provide a proposal for the acquisition of countywide street-level images; and

WHEREAS, by Resolution No. 16-144 (March 1, 2016), the Dakota County Board of Commissioners authorize a contract be executed with CycloMedia Technology Inc. for acquisition of street-level images in an amount not to exceed \$249,774; and

WHEREAS, by Resolution No. 21-056 (January 19, 2021), the Dakota County Board of Commissioners authorize a contract renewal with CycloMedia Technology Inc. for acquisition of street-level images in an amount not to exceed \$378,400 with additional image hosting costs of \$49,575 for a total 5-year project cost of \$427,975; and

WHEREAS, CycloMedia Technologies, Inc. submitted the renewal proposal that provides the best value to Dakota County for acquisition of street-level images as well as offering valuable access to a larger collection of licensed images and software to Assessing Services staff; and

WHEREAS, the estimated cost to secure this product from CycloMedia Technologies, Inc. is \$578,775 inclusive of licensing and image hosting costs; and

WHEREAS, funding for the street level images is included in the 2026 Assessing Services approved budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Assessor to execute a contract renewal with CycloMedia Technology, Inc. for the acquisition of street-level images and the use of licensed images and software in an amount not to exceed \$578,775, for a period of 5 years, subject to approval by the County Attorney's Office as to form.

Ayes: 7

11. Closed Executive Session

11.1 Resolution No: 26-046

Approval Of Legal Strategy In Abulla Cham v. Dakota County

Motion: Joe Atkins

Second: Mike Slavik

This item did not go into closed session.

WHEREAS, Abulla Cham (Plaintiff) commenced a lawsuit against Dakota County (County); and

WHEREAS, on January 15, 2026, the County Attorney's Office provided a confidential memorandum to the Board explaining the legal strategy in this matter.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the litigation strategy as set forth by the County Attorney's Office in the confidential memorandum dated January 15, 2026.

Ayes: 7

12. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

Commissioner Atkins made a proposal to suspend the rules to add a proposed resolution to the agenda for discussion and potential resolution approval. The potential resolution was a request to the President of the United States, the United States Department of Homeland Security, and federal immigration authorities to stand down Operation Metro Surge within Dakota County and to refrain from invoking the Insurrection Act within Dakota County.

A motion was made by Commissioner Atkins and seconded by Commissioner Hamann-Roland to suspend the rules and add this proposed resolution to the agenda for additional discussion.

Aye: Atkins, Halverson, Hamann-Roland

Nay: Workman, Holberg, Droste, Slavik

The motion failed and the item was not added to the agenda.

13. County Manager's Report

No County Manager Update was provided.

14. Information

14.1 Information

See Attachment for future Board meetings and other activities.

15. Adjournment

15.1 Resolution No: 26-048

Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 10:05 a.m.

Ayes: 7

Laurie Halverson
Chair

ATTEST

Heidi Welsch
County Manager



Dakota County

Board of Commissioners

Minutes

Tuesday, January 27, 2026

3:30 PM

**Boardroom, Administration Center,
Hastings, MN**

Special County Board Meeting

The purpose of the meeting is to consider a letter to Minnesota's congressional delegation and potentially other appropriate federal and state officials regarding federal law enforcement and its impact on County operations.

1. Call to Order and Roll Call

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

Absent: Commissioner Joe Atkins
Commissioner Liz Workman

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 3:30 p.m. by Chair Halverson who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Agenda

3.1 Resolution No: 26-049
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 5

REGULAR AGENDA

4. County Board/County Administration

4.1 Resolution No: 26-050
Consideration And Approval To Send Letter To Minnesota Congressional Delegation And Potentially Other Federal And State Officials' Regarding Federal Law Enforcement And Impact On County Operations

Motion: Mary Hamann-Roland

Second: Mike Slavik

Chair Halverson and County Manager Heidi Welsch provided brief statements on the purpose of the special meeting. The draft letter being proposed was reviewed and discussion was held. There was unanimous direction to amend language of the letter as provided to Commissioners and the public.

Commissioner Atkins, who was not able to be in attendance, provided written comments that Chair Halverson shared aloud. Additional discussion was held amongst Commissioners and public comments were taken.

The following people came forward with comments:

Jacob Borealis (Lakeville)

Ken Behringer (Burnsville)

Heather (Inver Grove Heights)

Judy Finger (Apple Valley)

Gemma Manzey (Lakeville)

Mike Leibold (Greenvale Township)

Additional comments were received online and distributed to Commissioners.

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approve sending a letter to Minnesota congressional delegation and potentially other appropriate federal and state officials' regarding federal law enforcement and the impact on County operations as discussed at the Special County Board meeting on January 27, 2026.

Ayes: 5

5. Adjournment

5.1 Resolution No: 26-051 Adjournment

Motion: Mike Slavik

Second: Mary Hamann-Roland

On a motion by Commissioner Slavik, seconded by Commissioner Hamann-Roland, the meeting was adjourned at 4:21 p.m.

Ayes: 5

Laurie Halverson
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-5316

Agenda #: 6.1

Meeting Date: 2/3/2026

DEPARTMENT: Attorney

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Axon Enterprise, Inc. For County Attorney's Office Digital Evidence Management Software And Support

PURPOSE/ACTION REQUESTED

Authorize the Dakota County Attorney to execute a five-year contract with Axon Enterprise, Inc. ("Axon") to provide Justice Premier digital evidence management system software licenses and support for use by Dakota County Attorney's Office ("County Attorney's Office") staff.

SUMMARY

The County Attorney's Office has used the free version of Axon Evidence since 2021 for the storage and sharing of the majority of digital evidence received by law enforcement agencies using Axon products. This digital evidence includes the audio and video of body worn cameras, squad videos, photographs, audio recordings of statements, surveillance videos, etc. That contract has since expired, and did not provide adequate storage for the volume of digital evidence.

Axon's Justice Premier solution is a cloud-based digital evidence management software designed for use by prosecutors' offices. Justice Premier streamlines the digital discovery process through centralizing and organizing the substantial amount of digital evidence (e.g., body cam, squad video, photographs, reports, etc.) received by the County Attorney's Office in one secure location. Furthermore, Justice Premier offers controlled file sharing with law enforcement agencies and defense attorneys.

Enhancements in the Axon Premier Justice product will allow for unlimited storage, real time editable and searchable transcripts, automated translation of audio and video files, the ability to play and share proprietary videos without the need of a separate player, and the ability to perform video and audio redactions directly within the case in Axon.

Axon Justice Premier allows non-Axon agencies to share their digital evidence with our office eliminating the need for storing that data on county servers as well as the ability to share directly with the Public Defender's Office into their version of Axon Premier Justice rather than sharing a link where they are required to download all the data. This will create a more secure sharing of all digital evidence.

In summary, Axon Premier Justice will provide the unlimited storage capabilities needed for the County Attorney's Office, enhanced features that will save hours of staff time in reviewing, disclosing and preparing cases for court and lessen the burden of storing digital evidence on the County servers

for non-Axon agencies.

RECOMMENDATION

Staff recommends authorization to execute a five-year contract with Axon for Justice Premier digital evidence management software and support for the County Attorney's Office.

EXPLANATION OF FISCAL/FTE IMPACTS

The annual cost of the software and services is \$136,000 for a total not to exceed amount of \$680,000 for the five-year term. The contract will be funded by County levy, and sufficient funding for the 2026 annual costs is included in the 2026 budget.

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

RESOLUTION

WHEREAS, the Dakota County Attorney's Office ("County Attorney's Office") has used a version of Axon Enterprise, Inc. ("Axon") Evidence software since 2021 to share and store the majority of digital evidence received by law enforcement agencies using Axon products; and

WHEREAS, Axon's Justice Premier digital evidence management software is designed to streamline the digital discovery process, store unlimited data in a secure cloud location freeing up County server space, and allow for controlled sharing with law enforcement agencies and defense attorneys; and

WHEREAS, staff recommends executing a five-year contract with Axon for Justice Premier digital evidence management software and services for the County Attorney's Office; and

WHEREAS, the annual cost of the software and services is \$136,000 for a total not to exceed amount of \$680,000 for the five-year term; and

WHEREAS, sufficient funding for the 2026 annual costs is included in the 2026 budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute a contract with Axon Enterprise, Inc. to provide Justice Premier digital evidence management software and services to the Dakota County Attorney's Office, in an amount not to exceed \$680,000, for a term of five years, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Tom Donely

Author: Tom Donely



Board of Commissioners

Request for Board Action

Item Number: DC-5306

Agenda #: 7.1

Meeting Date: 2/3/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Dakota-Scott Workforce Development Board

PURPOSE/ACTION REQUESTED

Appoint individuals to fill vacant terms.

SUMMARY

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

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

Meetings: Monthly

Location: Northern Service Center, West St. Paul

Term: 2 years

Term Limit: None

Current Membership:	District	Name	Expiration
	Private	Oppegard, Holly	6/30/2026
	Private	Weibel, Charity	6/30/2027
	Private	Howard, Andrew	6/30/2027
	Private	Halvorson, Ashley	6/30/2026
	Private	Akason, Joel	6/30/2026
	Private	Kermes, Darren	6/30/2026
	Private	Haack, Sally	6/30/2026
	Private	Ridley, Kristin	6/30/2026
	Private	Rainey, Jeffrey	6/30/2026
	Private	VACANT	6/30/2027
	Private	Forbord, Michael	6/30/2026
	Private	Francis, James	6/30/2027
	Private	Toepfer, Michael	6/30/2027
	Private	Harmening, Jennifer	6/30/2026
	Private	Woodward, Erin	6/30/2027
	Public-Community Based	Wambeke, Dawn	6/30/2027
	Public-Community Based	Martagon, Rick	6/30/2027
	Public-Econ. Development	Foust, Jo	6/30/2026
	Public-Education	Favor, Michael	6/30/2026
	Public-Education	Berndt, Michael	6/30/2026
	Public-Education	Lind, Eric	6/30/2027
	Public-Apprentice	VACANT	6/30/2026
	Public-Labor	Davies, Barry	6/30/2026
	Public-Labor	VACANT	6/30/2027
	Public-Public Assistance	Dahl, Barbara	6/30/2027
	Public-Public Employment	Sachs, Julie	6/30/2027
	Public-Rehabilitation	Felderman, Heather	6/30/2027

RECOMMENDATION

Staff recommends the Board appoints individuals for vacant terms. The following individuals are interested in appointment: Andrea Miller and Jeremy Miller.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following individuals to the Dakota-Scott Workforce Development Board to fill a two-year term ending June 30, 2027.

Private - Andrea Miller

Public-Labor - Jeremy Miller

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) distributed to Board only.

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5311

Agenda #: 7.2

Meeting Date: 2/3/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Designation Of Local Officials For Campaign Finance And Public Disclosure Board Reporting Requirement

PURPOSE/ACTION REQUESTED

Designate positions to be identified as local officials, pursuant to Minn. Stat. § 10A.01, subd. 22.

SUMMARY

Minnesota Rules 4501.0400, subpts. 1 and 2, require a metropolitan governmental unit (MGU) to determine which positions within the MGU meet the following definition as defined in Minn. Stat. § 10A.01, subd. 22:

“Local official” means a person who holds elective office in a political subdivision or who is appointed to or employed in a public position in a political subdivision in which the person has the authority to make, to recommend, or to vote on as a member of the governing body, major decisions regarding the expenditure or investment of public money.

The MGU must provide a list to the Campaign Finance and Public Disclosure Board (formerly Ethical Practices Board) of the full-time and part-time positions meeting this definition annually.

Based on the criteria in Minn. Stat. § 10A.01, subd. 22 as referenced above, the County Manager recommends that the following positions in Dakota County be identified as local officials in 2025, pursuant to Minn. Stat. § 10A.01, subd. 22:

Adult Services Director, Social Services
Assessing Services Director/County Assessor
Assistant County Engineer
Assistant County Manager
Budget Manager
Capital Projects Management Manager
Central Operations Director
Central Operations Deputy Director
Chief Deputy County Attorney
Chief Deputy Sheriff
Chief Information Officer
Children and Family Services Director, Social Services
Communications and Public Affairs Director

Community Corrections Director
Construction Engineer
County Commissioner
County Manager
County Attorney
County Sheriff
Deputy County Manager
Elections Director
Employment and Economic Assistance Director
Environmental Resources Director
Facilities Management Director
Finance Director
Finance Deputy Director
First Assistant County Attorney
Fleet Management Manager
Human Resources Director
Library Director
Parks and Open Spaces Director
Physical Development Deputy Director
Property Taxation and Records Director
Public Health Director
Public Services and Revenue Deputy Director
Service and License Centers Director
Transportation Director/County Engineer
Veterans Services Director

RECOMMENDATION

The County Manager recommends adoption of the proposed resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, Minnesota Rules 4501.0400, subpts. 1 and 2, require a metropolitan governmental unit (MGU) to determine which positions within the MGU meet the definition of local official as defined in Minn. Stat. § 10A.01, subd. 22; and

WHEREAS, the MGU must provide a list to the Campaign Finance and Public Disclosure Board of the full-time and part-time positions meeting this definition annually.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby designates the following Dakota County positions as local officials in 2025, as defined in Minn. Stat. § 10A.01, subd. 22, for the purpose of reporting to the Campaign Finance and Public Disclosure Board:

Adult Services Director, Social Services
Assessing Services Director/County Assessor

Assistant County Engineer
Assistant County Manager
Budget Manager
Capital Projects Management Manager
Central Operations Director
Central Operations Deputy Director
Chief Deputy County Attorney
Chief Deputy Sheriff
Chief Information Officer
Children and Family Services Director, Social Services
Communications and Public Affairs Director
Community Corrections Director
Construction Engineer
County Commissioner
County Manager
County Attorney
County Sheriff
Deputy County Manager
Elections Director
Employment and Economic Assistance Director
Environmental Resources Director
Facilities Management Director
Finance Director
Finance Deputy Director
First Assistant County Attorney
Fleet Management Manager
Human Resources Director
Library Director
Parks and Open Spaces Director
Physical Development Deputy Director
Property Taxation and Records Director
Public Health Director
Public Services and Revenue Deputy Director
Service and License Centers Director
Transportation Director/County Engineer
Veterans Services Director

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5245

Agenda #: 8.1

Meeting Date: 2/3/2026

DEPARTMENT: Veterans Services

FILE TYPE: Consent Action

TITLE

Authorization To Enter Into A Joint Powers Agreement With State Of Minnesota, Acting Through Its Commissioner Of Minnesota Department Of Veterans Affairs, For Transportation Services To Veteran Affairs Medical Center In Minneapolis

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the Minnesota Department of Veterans Affairs (MDVA) and Dakota County Veterans Services Office to provide free transportation services for veterans of Dakota County from the Hastings Veterans Home to the Minneapolis VA Medical Center (VAMC).

SUMMARY

The Hastings Veterans Home, owned and operated by the Minnesota Department of Veterans Affairs (MDVA), is a 179-bed domiciliary care facility for honorably discharged veterans and their spouses, located in Hastings, Minnesota. This facility provides a full continuum of care and service to residents of the home. The Hastings Veterans Home provides residents twice daily round-trip van rides from the Hastings Veterans Home to the VAMC for those who need additional medical and dental care at the VAMC. While residents often utilize the van service, there is capacity on the van to take additional passengers.

The relationship and respective responsibilities between the Dakota County Veteran Services Office and the MDVA have been positive and long-standing through a JPA arrangement. The execution of the JPA allows Dakota County veterans who are not residents of the Hastings Veterans Home to utilize the van transportation service, free of charge. The agreement also provides that Dakota County Veteran Services staff will provide ride scheduling services for the veterans who are not residents of the Hastings Veterans Home who request transportation (Attachment: Joint Powers Agreement).

OUTCOMES

- From January 1, 2024, through December 31, 2025, 51 van rides were scheduled.
- Provide Dakota County veterans greater access to receive medical care at the Minneapolis VAMC
- Increase transportation options for veterans of Dakota County

RECOMMENDATION

Staff recommends authorization to execute a JPA between the MDVA and Dakota County Veterans Services Office for the purpose of providing free transportation services for Dakota County veterans

who do not reside at the Hastings Veterans Home, and to allow increased access for veterans utilizing the VAMC for the period of execution of the JPA through November 27, 2030.

EXPLANATION OF FISCAL/FTE IMPACTS

There are no anticipated additional costs to the County as a result of this action.

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

RESOLUTION

WHEREAS, the Hastings Veterans Home, owned and operated by the Minnesota Department of Veterans Affairs (MDVA), is a 179-bed domiciliary care facility for honorably discharged veterans and their spouses, located in Hastings, Minnesota; and

WHEREAS, this facility provides a full continuum of care and service to residents of the home; and

WHEREAS, the Hastings Veterans Home provides residents twice daily round-trip van rides from the Hastings Veterans Home to the Minneapolis VA Medical Center (VAMC) for those who need additional medical and dental care at the VAMC; and

WHEREAS, while residents often utilize the van service, there is capacity on the van to take additional passengers; and

WHEREAS, the relationship and respective responsibilities between the Dakota County Veteran Services Office and the MDVA have been positive and long-standing through a JPA arrangement; and

WHEREAS, the execution of the JPA allows Dakota County veterans who are not residents of the Hastings Veterans Home to utilize the van transportation service, free of charge; and

WHEREAS, the agreement also provides that Dakota County Veteran Services staff will provide ride scheduling services for the veterans who are not residents of the Hastings Veterans Home who request transportation.

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 MDVA to provide free transportation services for veterans of Dakota County from the Hastings Veterans Home to the Minneapolis VA Medical Center for the period of date of execution of the joint powers agreement through November 27, 2030, 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 agreement to extend the 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.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

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

CONTACTS

Department Head: Lisa Thomas

Author: Lisa Thomas



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 280576

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Department of Veterans Affairs** ("State" or "MDVA") on behalf of Minnesota Veterans Home – Hastings ("Home") and **Dakota County Veterans Services Office**, 1 Mendota Road West, Ste. #420, West St. Paul, MN 55118 ("Governmental Unit").

Recitals

1. Under Minnesota Statutes § 15.061 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. The Governmental Unit is in need of transportation services to the Veterans Affairs Medical Center (VAMC) in Minneapolis on an intermittent basis.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Agreement

1. Term of Agreement

- 1.1 Effective Date: **November 28, 2025**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **November 27, 2030**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State Duties

The State will:

- 2.1 Provide transportation for Governmental Unit's clients to and from medical appointments at the Veterans Affairs Medical Center (VAMC) – Minneapolis, subject to the following conditions:

2.1.1 Space is available on the State's transport vehicle;

2.1.2 Transporting the Governmental Unit's client(s) will not delay the State's scheduled transport operations;

2.1.3 The client's appointment is non-emergency in nature, as determined by the State; and

2.1.4 The client(s) can be transported safely, as determined by the State's transportation staff.

- 2.2 Provide transportation driver(s) who are currently qualified to transport residents in the transport vehicle; State shall provide proof of qualifications upon request.

- 2.3 Prior to each trip, assess the State's residents to determine whether the Governmental Unit's client(s) can be safely transported together with State residents.
- 2.4 Notify the Governmental Unit's authorized representative or designated staff immediately if the State's transport vehicle is involved in an accident while transporting the Governmental Unit's client(s).
- 2.5 State Liability. The State is self-insured for purposes of liability under Minn. Stat. § 3.736 and will be responsible for its own acts and omissions and those of its employees acting within the scope of their employment, subject to the liability limits in Minn. Stat. § 3.736, subd. 4. Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limits of liability available to the State under law.

3. Governmental Unit's Duties

The Governmental Unit will:

- 3.1 Contact the designated State staff at least 24 hours in advance—or as soon as possible—to request transportation services. The Governmental Unit will provide the client's name and any information necessary to ensure safe and efficient transport.
- 3.2 Assess its client(s) in advance to determine whether they can be safely transported by the State in a motor vehicle.
- 3.3 Notify the State's authorized representative or designated staff as soon as possible of any changes to a transportation request.

Ensure the client is present at the designated pickup location:
 - Minnesota Veterans Home – Hastings (for transport to VAMC – Minneapolis), or
 - VAMC – Minneapolis (for return transport to Minnesota Veterans Home – Hastings).
- 3.4 Provide feedback to the State's authorized representative or designated staff regarding incidents, concerns, or other issues related to transport.
- 3.5 Governmental Unit Insurance. The Governmental Unit represents and warrants that it maintains, at minimum, general liability insurance and workers' compensation coverage as required by law. The Governmental Unit is responsible for its own acts and omissions and those of its employees, agents, and representatives. Upon request, the Governmental Unit will provide the State with documentation of current insurance coverage.

4. Payment

The Parties agree that the transportation for Governmental Unit client(s) will be without cost to either party. The total obligation of the Governmental Unit for all compensation and reimbursements to the State under this contract is \$0.00.

5. Authorized Representatives

The State's Authorized Representative is **Leah Killian Smith**, Administrator, 1200 East 18th Street, Hastings, MN 55033, 651-539-2401, or his/her successor.

The Governmental Unit's Authorized Representative is **Marti Fischbach**, Community Services Director, 1 Mendota Road West, West St. Paul, MN 55118, 651-554-5601.

6. Assignment, Amendments, Waiver, and Contract Complete.

- 6.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 6.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Indemnification.

- 7.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

- 7.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

8. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

9. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created,

collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

10. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

11.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Carolyn LaBelle

Signature: 

Title: Buyer 1 Date: 12/12/2025

SWIFT Contract No. 280576

2. Governmental Unit

Print Name:

Signature:

Title: Date:

3. State Agency

With delegated authority

Print Name:

Signature:

Title: Date:

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name:

Signature:

Title: Date:

Admin ID:



Board of Commissioners

Request for Board Action

Item Number: DC-5274

Agenda #: 8.2

Meeting Date: 2/3/2026

DEPARTMENT: Social Services-Aging & Disability Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Independent School District 196 At Oak Ridge Elementary School Of Leadership, Environmental, And Health Sciences To Foster Inclusive Learning Environments For Communities For All Inclusion Initiative

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) with Independent School District (ISD) 196 at Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences for the Communities for All Inclusion Initiative.

SUMMARY

By Resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative. Communities for All issued a Letter of Interest (LOI) and selected the Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences to foster an inclusive and supportive learning environment where every child can thrive and participate regardless of any disability. Every student will have equal opportunities to engage with outdoor spaces through accessible equipment and training (Attachment: Solicitation Summary).

Staff is requesting authorization to execute a JPA with ISD 196 at Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences in an amount not to exceed \$17,750 from the date of execution through June 30, 2026 (Attachment: Joint Powers Agreement).

OUTCOMES

How Much?

The Oak Ridge Elementary School will purchase three pieces of pediatric adaptive all-terrain mobility equipment and a portable mat system to expand inclusion for students with disabilities by increasing access to playgrounds, outdoor classrooms, and school events. The school will train ten staff members on the safe use of the equipment and on proper support for students as they use it.

How Well?

The adaptive equipment will enable students who use mobility aids to safely and independently access grass, playgrounds, and natural learning spaces, allowing full participation alongside their peers. Effectiveness will be strengthened through comprehensive, hands-on staff training for teachers, paraprofessionals, and playground supervisors focused on safe use, transfers, and the integration of inclusive activities. By embedding adaptive equipment into the curriculum, recess, and

physical education, its use will become normalized rather than exceptional, reinforcing inclusive practices. This approach also models disability awareness and inclusion, supporting consistent, high-quality implementation across settings in Dakota County.

Is Anyone Better Off?

Students with mobility challenges will experience greater inclusion and equity through increased participation in recess, physical education, and outdoor learning, leading to improved physical activity, confidence, and a stronger sense of belonging. Their peers benefit from more inclusive social interactions, fostering empathy, friendships, and a more welcoming school culture. Staff also benefit, with increased confidence and skills to facilitate adaptive recreation, reducing barriers and improving program quality. Finally, the school community as a whole benefits from sustainable, long-term access to outdoor spaces that support participation for all students, creating lasting systemic change rather than one-time accommodations.

RECOMMENDATION

Staff is requesting authorization to execute a JPA with ISD 196 at Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences in an amount not to exceed \$17,750 from the date of execution through June 30, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

This is funded using DHS Workforce Shortage grant funds and is included in the 2026 Social Services department budget in the General Fund.

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

RESOLUTION

WHEREAS, by Resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative; and

WHEREAS, Communities for All issued a Letter of Interest (LOI) and selected the Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences to foster an inclusive and supportive learning environment where every child can thrive and participate regardless of any disability, and every student will have equal opportunities to engage with outdoor spaces through accessible equipment and training; and

WHEREAS, staff is requesting authorization to execute a JPA with Independent School District (ISD) 196 at Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences in an amount not to exceed \$17,750 from the date of execution through June 30, 2026.

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 at Oak Ridge Elementary School of Leadership, Environmental, and Health Sciences in an amount not to exceed \$17,750 from the date of execution through June 30, 2026, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-572; 12/3/24

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Joint Powers Agreement

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: DeAnn Prouty

Solicitation Summary

Date of Solicitation:

September 30, 2025

Number of Proposals Received:

Four

Review Team Agencies:

Dakota County Staff

Services Description:

This initiative seeks to partner with community organizations, businesses, and other stakeholders to provide comprehensive support through training, education, technical assistance, and accessible resources. Additionally, microgrants will be made available to entities committed to evolving and improving their accessibility for people with disabilities. As Dakota County launches this initiative, this LOI seeks to identify community partners.

Primary Deliverables:

- **Educating and Raising Awareness:** Offering educational opportunities to learn about various disabilities and the challenges people face, sharing this knowledge within communities, and working to dispel myths and misconceptions about disabilities. This also includes offering platforms for individuals with disabilities to share their stories and talents within the community.
- **Creating an Inclusive and Welcoming Environment:** Ensuring that everyone, including people with disabilities, feels welcomed and valued when they enter any store or community space. This involves promoting friendliness and openness while equipping staff with the confidence and skills to provide excellent customer service.
- **Advocating for Change:** Advocating for policies that promote inclusion, working with local governments to improve accessibility and services, and supporting businesses that actively hire and accommodate people with disabilities.
- **Ensuring Accessibility:** Creating and maintaining accessible buildings and public spaces.

Solicitation Selection Criteria:

- Cover letter (including company name, website, address, and name, phone and email of contact)

- Responses to questions #1 - #3 below.

When responding to the Letter of Interest (LOI) for the Communities for All initiative, entities, businesses, and organizations should include the following elements to ensure a clear, concise, and complete submission:

1. Introduction and Background:

- a. A brief overview of the respondent's organization, mission, and core activities.
- b. A statement of interest that expresses why the organization is interested in participating in the initiative, how it aligns with its values or goals, and the organization's readiness to contribute to the success of the Communities for All initiative.

2. Proposed Ideas:

- a. A description of the services or items the organization would like to provide or receive from others to support the initiative's goals (e.g., training, technical assistance, public education, accessibility improvements, sensory equipment, etc.).
- b. An explanation of how these services will promote inclusivity and benefit people with disabilities within Dakota County.
- c. Budgets are not a required component of the LOI response. However, if you have established costs for the services you are interested in providing (e.g., hourly wages, set rates for training, etc.) or have obtained any cost estimates for your proposal, include that information.

3. Experience and Expertise: (only complete if you identify as Target Population #2 - sharing your knowledge or expertise)

- a. A summary of the organization's experience and expertise in areas related to the initiative, such as working with people with disabilities, promoting inclusion, or implementing accessibility improvements.
- b. Specific examples of past projects, programs, or services that demonstrate the organization's ability to contribute effectively to the initiative.

Evaluation Results:

After a thorough review, the review panel recommended to award contracts with: Branch Outdoors and KinderCare.

Rationale of Recommended Vendor:

The **Communities for All Initiative** aims to collaborate with community organizations, businesses, and other stakeholders to offer comprehensive support through training, education, technical assistance, and accessible resources.

The two selected vendors submitted proposals that addressed all five key goals outlined in the Letter of Interest for the Communities for All Initiative: **Branch Outdoors and KinderCare**. The review panel carefully evaluated all submissions to determine which proposals aligned with the scope and objectives of the initiative.

**JOINT POWERS AGREEMENT FOR COMMUNITIES FOR ALL
BETWEEN THE COUNTY OF DAKOTA AND
SCHOOL DISTRICT 196 AT OAK RIDGE ELEMENTARY
SCHOOL OF LEADERSHIP, ENVIRONMENTAL,
AND HEALTH SCIENCES**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Social Services (“County”), and School District 196, 4350 Johnny Cake Ridge Road, Eagan, MN 55122 (“School District”), by and through their respective governing bodies. County and School District are hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Human Services Agreement No. GK304 for implementation of the County’s Communities for All Initiative (CFA);

WHEREAS, the County is permitted to make sub-grants of its CFA grant funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded School District with CFA funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and School District hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the Parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the School District so that the School District may participate in the Dakota County Communities For All program. All funds provided by the County are to be used by the School District solely for the purposes described in Exhibit 2, Service Grid.
3. School District Obligations under State Contracts. The grant funds provided to School District under this agreement are subject to the terms and conditions contained in both the Master Grant

Contract between Dakota County and the State of Minnesota dated December 21, 2024, as may be periodically amended (“State Contracts”). See Exhibit 4. School District agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the School District within 30 days of execution.

4. County Obligations. The County agrees to reimburse the School District in an amount not to exceed \$17,750.00 for costs incurred in performing services fulfilling the Purpose described above from the, Effective Date through June 30, 2026.
5. Reimbursement and Reporting. After this Agreement has been executed by both Parties, the School District may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the School District within 45 calendar days of the School District’s submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted by September 30, 2026. The School District must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
Marti Fischbach, Community Services Director
Telephone: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

Dr. Cathy Kindem, or his/her successor, has the responsibility to monitor the School District’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The School District’s Authorized Representative is:
Dr. Cathy Kindem, Principal
Telephone: 651-683-6970
Email: cathy.kindem@district196.org

The Parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
8. Use of Subcontractors. The School District shall not engage subcontractors under this Agreement without the express written consent of the County. It is School District's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to School District.
9. Indemnification. It is understood and agreed 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. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, School District shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the School District.
11. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement.

Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the School District's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
 - (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 - (2) The County may enforce any additional remedies it may have in law or equity.
 - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination

shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Special Conditions. The School District understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
 - (a) Any public School District given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the County Grant Contract – Communities For All, Minnesota Department of Human Services and Dakota County Social Services Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The School District shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the School District or its agents or employees.
 - (c) The School District, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.

Exhibit 1: Standard Assurances;
Exhibit 2: Service Grid;
Exhibit 3: Invoice Form; and
Exhibit 4: DHS County Grant Agreement
20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the School District. Any amendment to this Agreement must be in

writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

Signature page to follow.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: Director Community Services

County Board Res No. _____
Dakota County Contract _____
Dakota County KS 26-____

Date: _____

SCHOOL DISTRICT 196

By: _____

Title: Principal

Date: _____

**EXHIBIT 1:
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government Contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their Contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited

partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

Exhibit 2: Service Grid

Communities For All Project: Oak Ridge Elementary Partnership to Build Inclusive Communities

Service Location: Oak Ridge Elementary School, Eagan, MN

Purpose

The Oak Ridge Adaptive Recreation Access Project brings together pediatric adaptive mobility equipment, accessible outdoor mats, and comprehensive, compensated staff training to create a sustainable and inclusive outdoor environment. By investing in both adaptive tools and staff capacity, the project ensures that all students—regardless of ability—can safely, confidently, and meaningfully participate in outdoor learning, exploration, and play.

Target Group

The Oak Ridge Elementary School community, including students, staff, and families.

Goals

- Strengthen Oak Ridge Elementary's commitment to ensuring all students, regardless of physical or developmental ability, have equitable access to outdoor spaces.
- Advance inclusion by creating accessible, welcoming outdoor environments.
- Promote participation, independence, and peer connection for children of all abilities.

Strategic Focus Areas

- Foster an inclusive and supportive learning environment by integrating adaptive recreation equipment into the school community.
- Build staff capacity through hands-on training and ongoing support to ensure safe, effective, and confident use of equipment.
- Ensure long-term sustainability through maintenance planning, collaboration, and continuous improvement.
- Model inclusive practices and build disability awareness within Dakota County.

Adaptive equipment will allow students who use mobility aids to access grass, playgrounds, and natural learning spaces—ensuring they can fully participate alongside their peers.

Service Expectations

1. Adaptive Equipment: All-Terrain Wheelchairs

Purchase pediatric adaptive all-terrain mobility equipment to support access to playgrounds, outdoor classrooms, and school events.

Equipment will be available for:

- Recess and physical education
- Outdoor learning and nature exploration
- School and community events

2. Staff Training

Adaptive equipment is most successful when staff are confident and supported in its use. Training will include:

- Initial hands-on training for teachers, paraprofessionals, and playground supervisors covering safe use, transfers, and inclusive activity integration.
- Integration into curriculum, recess, and physical education to normalize adaptive equipment use.
 - All equipment and materials will meet state licensing, accessibility, and safety standards. School staff will receive guidance on integrating equipment into daily activities while ensuring student and staff safety.
 - Ongoing communication will be maintained with Dakota County staff regarding purchases, implementation, and progress.
 - Public communications related to this project must identify Dakota County Communities for All as the sponsoring agency and include appropriate Communities for All and Dakota County branding

Outcome Measures

- Increased participation of students with mobility challenges in recess, physical education, and outdoor learning.
- Improved peer inclusion and social connections.
- Increased staff confidence and competence in facilitating adaptive recreation.
- Sustainable, long-term access to outdoor spaces for all students.

Reporting

Project Meetings

- Meet with Dakota County staff at project initiation and as needed throughout implementation.
- Participate in a final meeting at project completion to review outcomes.

Initial Implementation Report

Due: Within 60 days of contract execution or upon purchase of the first inclusive resource.

- Procurement and rollout timeline
- Confirmation of equipment receipt and staff training schedule
- Identification of any initial barriers or needed adjustments

Final Report

Due: Within 30 days of project completion or by the end of the contract period.

- Confirmation that all funded items were purchased
- Final expenditure report with itemized budget and receipts
- Summary of quantitative and qualitative feedback and community impact
- Metrics aligned with outcome measures (e.g., equipment use, training completion)
- Summary and evaluation of staff training conducted
- Photos documenting equipment use (when possible and in compliance with privacy and release requirements)
- Reflections on successes, challenges, and recommendations for future inclusion efforts

Ad Hoc Updates

Brief updates will be provided upon request regarding delays, changes, or emerging accessibility needs.

County Responsibilities

- Collaborative plan strategy and logistics for the successful execution of: Communities For All Project: Oak Ridge Elementary's Adaptive Recreation Access Project to Build Inclusive Communities
- Schedule and attend all 1:1 project check-in meetings with the Contractor. The meeting will occur: at the initiation and conclusion of the grant and as outlined in the Reporting Section.
- Process invoices for the Contractor
- Provide opportunities for the Contractor to provide feedback on the Communities for All initiative.

Payment Outline

Not to Exceed (NTE): \$17,750

Section 1: Equipment (NTE \$15,000)

- *Not a Wheelchair – Pediatric All-Terrain Model:* Lightweight manual off-road chair.
- *GRIT Freedom Chair – Pediatric Model:* Arm-propelled chair supporting independent mobility.
- *Rifton Pacer Gait Trainer – Pediatric Outdoor Base:* Supports walking, balance, and endurance.
- *Ultra-Portable Access Trax Mat System (6-mat bundle):* Removable, ADA-compliant pathways for grass and uneven surfaces.

Section 2: Staff Training and Compensation (NTE \$2,750)

- Training for up to 10 staff: \$1,250
- Staff substitution time (up to 3 hours per staff): \$1,500

Payment Source:

Workforce Shortage County Levy Funds

Billing Procedures

- Contractor shall, within 7 days after the end of the month, submit an invoice and request for payment on an invoice form acceptable to the County.
- The invoice shall include all expenses for the previous month and certify expenditures and itemize (as applicable), 1) the date such services were provided and 2) a general description of the services provided.
- Invoices shall be submitted to DeAnn Prouty at deann.prouty@CO.DAKOTA.MN.US
- The County shall make payment to the Contractor within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the Contractor, the County will make payment within thirty-five (35) days.
- The County will impose a 10% penalty for invoices received 30 days after the date that invoiced services were performed. The County will impose a 20% penalty for invoices received 60 days after the date that invoiced services were performed. The County will refuse payment on invoices received 90 days after the date that the invoiced services were performed. Exceptions: If the Contractor is billing MA or other third-party payers, the penalty on late billing does not apply until six months have passed from the end date of the service. If it is anticipated that a bill on a case will take longer than six months to resolve, the Contractor is to alert the County Deputy Director. All bills for a calendar year must be submitted to the County by February 15 of the following calendar year to receive reimbursement.

Exhibit 3: Invoice Form

Invoice #:
Contract #:
Project Name **Communities For All Initiative**

Invoice Date:

Remit to:
Oak Ridge Elementary
Attn:
Email:
Phone:

Bill to:
Dakota County Social Services
Attn: DeAnn Prouty
Email: DeAnn.Prouty@co.dakota.mn.us
Phone: (651) 554-6618

Detailed description of materials/goods	Total Price	
Communities For All Initiative		
	Subtotal	\$

Comment:	Grand Total
	Balance Due \$

Exhibit 4 – DHS County Grant Agreement



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Disability Services Division ("STATE") and Dakota County, an independent grantee, not an employee of the State of Minnesota, located at 1 Mendota Rd W, West St. Paul, MN 55118 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), and Minnesota Session Law, Chapter 125, S.F.No. 5335, Article 8, Sec. 2, subd. 14, paragraph (b), has authority to enter into contracts for the following services: 1) to develop and test an online application for matching requests for services from people with disabilities to available staff, and 2) 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.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on December 16, 2024, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of June 30, 2027, this CONTRACT will expire on August 30, 2027.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been

obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with Attachment A, Work Plan & Budget – Communities for All and Attachment B, Work Plan & Budget – Gig Economy App, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

COUNTY shall submit Communities for All grant progress reports to the STATE on a quarterly basis and Gig Economy App grant progress reports to STATE on a semi-annual basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format for each project:

Communities for All reporting

Due Date:	For service period:
January 20, 2025	Prior quarter
April 20, 2025	Prior quarter
July 20, 2025	Prior quarter
October 20, 2025	Prior quarter
January 20, 2026	Prior quarter
April 20, 2026	Prior quarter
July 20, 2026	Prior quarter

Gig Economy App reporting

Due Date:	For service period:
July 20, 2025	Prior 6 months
January 20, 2026	Prior 6 months
July 20, 2026	Prior 6 months

January 20, 2027

Prior 6 months

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with Attachment A, Work Plan & Budget – Communities for All and Attachment B, Work Plan & Budget – Gig Economy App, which is attached and incorporated into this CONTRACT.

2. Budget Modification.

- a. COUNTY must obtain STATE written approval before changing any part of the budget.
- b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
- c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.isp>

Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed four hundred and ninety-nine thousand, nine hundred and ninety-nine dollars and twenty cents (\$499,999.20).
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: 20th of each month. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if

the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is Stacie Enders or successor. Email: stacie.enders@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is Julia Wallis Holmoe or successor. Email: julia.wallisholmoe@co.dakota.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Jerod Rauk or successor. Email: jerod.rauk@co.dakota.mn.us.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or

disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate"

means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

Signed by:
By: Madison Fischer
ID: 0002703010000007

Date: 12/17/2024

Contract No: 261399

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

Signed by:
By: Marti Fischbach
ID: 00030490000010437

Title: Community Services

Date: 12/17/2024

Date: _____

Approved as to form

DocuSigned by:

Paul Braumaster
ID: 000277510000000410

Assistant County Attorney

Date: 12/17/2024

File: KS-2024-00803

File: _____

3. STATE AGENCY

Signed by:
By (with delegated authority): Heidi Hamilton
ID: 000220400000001400

Title: Division Director

Date: 12/21/2024

Date: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative



Board of Commissioners

Request for Board Action

Item Number: DC-5292

Agenda #: 8.3

Meeting Date: 2/3/2026

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Information

TITLE

Authorization To Apply For U.S. Department Of Housing And Urban Development Grant Funds

PURPOSE/ACTION REQUESTED

Authorize application for U.S. Department of Housing and Urban Development (HUD) grant funds.

SUMMARY

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

Currently, Dakota County Social Services receives \$831,851 in CoC RRH funds for the period of June 1, 2025 through May 31, 2026. These funds provide rental assistance to 48 families (at any given time) experiencing homelessness. Dakota County is required to provide a 25 percent match as part of this award. The match is provided by Local Affordable Housing Aid (LAHA) funds which pays for staff time to provide housing search and case management services to families on this grant.

Dakota County Social Services is seeking approval from the Board of Commissioners to apply for CoC RRH funds June 1, 2026 through May 31, 2027, in an amount not to exceed \$1,000,000. Applications are due to HUD by February 9, 2026.

OUTCOMES

June 1, 2024-May 31, 2025

How Much? 65 households served

How Well? 64 percent households of color served

Is Anyone Better Off? 74 percent exited to stable housing

RECOMMENDATION

Social Services staff recommends that the Dakota County Board of Commissioners authorizes an application to the U.S. Department HUD for CoC RRH grant funds in an amount not to exceed \$1,000,000 for the grant period June 1, 2026 through May 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

This action authorizes staff to apply for grant funding in an amount up to \$1,000,000. If awarded, the County will contribute a 25 percent match, funded through Local Affordable Housing Aid (LAHA). The matching funds are included in the 2026 Approved Budget under the Social Services Department

within the General Fund.

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

RESOLUTION

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

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

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

WHEREAS, currently, Dakota County Social Services receives \$831,851 in CoC RRH funds for the period of June 1, 2025 through May 31, 2026; and

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

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

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

WHEREAS, Dakota County Social Services is seeking approval from the Board of Commissioners to apply for CoC RRH funds June 1, 2026 through May 31, 2027, in an amount not to exceed \$1,000,000; and

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

WHEREAS, Social Services staff recommends that the Dakota County Board of Commissioners authorizes an application to the U.S. Department HUD for CoC RRH grant funds in an amount not to exceed \$1,000,000 for the grant period June 1, 2026 through May 31, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to apply to the U.S. Department of Housing and Urban Development for Continuum of Care Rapid Re-Housing grant funds in an amount not to exceed \$1,000,000 for the grant period June 1, 2026 through May 31, 2027.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: Madeline Kastler



Board of Commissioners

Request for Board Action

Item Number: DC-4768

Agenda #: 9.1

Meeting Date: 2/3/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With RES Great Lakes, LLC For Vegetation Management At Lake Byllesby Regional Park

PURPOSE/ACTION REQUESTED

Authorize the award of bid and execute contract with RES Great Lakes, LLC for vegetation management at Lake Byllesby Regional Park.

SUMMARY

Background:

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

Funding for this work will be derived from 2026 Adopted Parks Natural Resources Base Fund, which is derived from the Environmental Legacy Fund, allocated to Project 1000665, P70005 Vegetation Management. This funding is available until December 31, 2027.

Contract information:

A request for proposals (RFP) was prepared and released on January 2, 2026, to six vendors. Five proposals were received, with base proposals as follows:

<u>Bidder</u>	<u>Total Base Proposal Amount</u>
RES Great Lakes, LLC	\$113,295.40
Edge Ecosystems LLC	\$144,192.94
Minnesota Native Landscapes	\$159,836.00
Native Resource Preservation LLC	\$166,397.70
Prairie Restoration, Inc.	\$181,221.20

The lowest responsive, responsible Proposal was from RES Great Lakes, LLC for \$113,295.40.

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

agreed-to quantity of work. Contractor will be paid for actual hours/acres of work on the site, which may be more or less than the estimates provided. The contract will be set up as not to exceed \$175,000." Task estimates were based on a one-year term.

The base quote includes herbicide application, spot mowing, hand seeding, broadcast seeding, hand weeding, planting, and prescribed burning in prairie areas of Lake Byllesby Regional Park. Alternate tasks include brush removal, tree removal, broadcast herbicide application, mowing with thatch removal, watering, drill seeding, prescribed burning site preparation, brush pile burning, forestry mowing, brush mowing, forestry mowing, and establishment mowing. There is a need to implement alternate tasks, but the level of utilization will be determined by the project manager based on specific site and weather conditions. The initial contract term will end December 31, 2026, with the option to extend the contract through December 31, 2027.

Contract expenditures are predicted to be \$90,000 per year. The contract maximum of \$175,000 will allow for one contract extension plus a small contingency to accommodate changing conditions inherent in natural resources work.

RECOMMENDATION

Staff recommends authorizing execution of contract with RES Great Lakes, LLC for Lake Byllesby Regional Park: Vegetation Management 2026-27 for a contract maximum of \$175,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 Adopted Parks Natural Resources Base Fund Budget contains sufficient budget for Vegetation Management using funding allocated to Project 1000665.

Project 1000665 Vegetation Management

Funding Source	Total Approved Budget	Available Budget
Parks Fund Balance	\$1,533	\$0
Environmental Legacy Fund Balance	\$3,072,745	\$828,253
Minnesota Zoo JPA	\$13,000	\$12,600
Total	\$3,087,278	\$828,653

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

RESOLUTION

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

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

WHEREAS, on January 2, 2026, the County issued a Request for Proposals (RFP) for the Lake Byllesby Regional Park Vegetation Management project; and

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

WHEREAS, the proposal evaluation team scored each proposal and selected Native Resource Preservation; and

WHEREAS, the RFP stipulated that the initial contract term would expire on December 31, 2026; and

WHEREAS, the RFP stipulated that the contract could be extended for up to one additional 12-month term ending December 31, 2027; and

WHEREAS, the hourly or per-acre rates will increase by three percent for each contract extension; and WHEREAS, the RFP stipulated that the total contract amount would be set up to not exceed \$175,000; and

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Native Resource Preservation for the Lake Byllesby Regional Park Vegetation Management project to manage natural areas of Lake Byllesby Regional Park through December 31, 2026, with the option to extend the contract for up to one additional 12-month term until December 31, 2027, in a total amount not to exceed \$175,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

17-274; 5/9/17

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Niki Geisler

Author: Christian Klatt



Board of Commissioners

Request for Board Action

Item Number: DC-5194

Agenda #: 9.2

Meeting Date: 2/3/2026

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Donate Existing Library Shelving At Burnhaven Library

PURPOSE/ACTION REQUESTED

Authorize the conveyance via donation of Burnhaven Library's existing shelving to other public corporations. This project is included the 2026-2030 Facilities Capital Improvement Program Adopted Budget.

SUMMARY

Stack shelving is the main book display system in the public areas of Dakota County libraries. The County has no single manufacturer of shelving. Each of the ten branches has various shelving systems depending on when it was built or last renovated. Burnhaven Library contains three different shelving systems, most of which are no longer manufactured. Although these do not have interchangeable parts, each of the three could be reused if donated. Rather than adding to or modifying these existing systems, one new system will be competitively sought.

Some of the existing shelving systems will be used in the temporary library space in the Burnsville Center. However, the bulk of the shelving will be available for reuse upon closure of the current library. Once the renovation is complete and the library reopens, the shelving in the temporary location will be available for reuse. Staff asks for authorization to donate the existing shelving systems over the two years to other public corporations as allowed by Minn. Stat. § 471.85 and encouraged by Dakota County Policy No. 4301 - Waste Reduction, Recycling and Trash Management.

To start this process, the Library Department has posted an advertisement for donation interest on Minitex and contacted the Minnesota Department of Education for an advertisement of donation interest. Minitex is an information and resource sharing program of the Minnesota Office of Higher Education and the University of Minnesota Libraries. In addition, the advertisement for donation interest has been sent to four local tribal nations to also notify them of this opportunity.

RECOMMENDATION

Staff recommends that the existing stack shelving be donated to other public corporations interested in making use of them. Materials not taken by public corporations will then be auctioned off as surplus. Anything left after auction would be recycled.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 Facilities Capital Improvement Program (CIP) Adopted Budget for the Burnhaven Library

Renovation project is \$8,200,000 and is funded entirely from the recent sale of County debt. The donation of these shelving systems will require only minimal funds for moving or storage. These funds are budgeted within the project funding.

Project 2000463 Burnhaven Library Design and Renovation

Funding Source	Total Budget	Available Budget
General Obligation Capital Improvement Bonds, Series 2025A	\$8,200,000	\$7,578,929
Total	\$8,200,000	\$7,578,929

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

RESOLUTION

WHEREAS, the Burnhaven Library project will begin construction in April and is included in the 2026-2030 Facilities Capital Improvement Program Adopted Budget; and

WHEREAS, the donation of existing stack shelving to other public corporations (any county, city, town, or school district) as part of the Burnhaven Library project will allow for all new shelving; and

WHEREAS, the new shelving will be interchangeable with select other branch library locations; and

WHEREAS, Minn. Stat. § 471.85 allows for the property transfer of Burnhaven's existing stack shelving from Dakota County to another public corporation when authorized by the Dakota County Board of Commissioners; and

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

WHEREAS, sufficient funds are available within the 2026-2030 Facilities Capital Improvement Program Adopted Budget to purchase new shelving for the library.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to convey via donation any of the existing stack shelving to any other public corporation before it may be auctioned off to the public or disposed of.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Mike Lexvold

Author: Mike Wiese



Board of Commissioners

Request for Board Action

Item Number: DC-5218

Agenda #: 9.3

Meeting Date: 2/3/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Submit 2026 Better Utilizing Investments To Leverage Development (BUILD Formerly RAISE) Application For Interchange Improvements At County State Aid Highway 50 and Interstate 35 In Lakeville, County Project 50-033

PURPOSE/ACTION REQUESTED

Authorize staff to submit County Project (CP) 50-33, Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 50/5 Interchange and Bridge Reconstruction project in the City of Lakeville to the 2026 Better Utilizing Investments to Leverage Development grant program.

SUMMARY

The U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The BUILD program, previously known as the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, provide funding for surface transportation infrastructure projects that will improve safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, and innovation. Staff is proposing to submit CP 50-33 as a County-led application in the urban capital project category to the BUILD grant program. For fiscal year 2026, the BUILD program has \$1,500,000,000 available for funding across the nation.

County Project 50-33 includes the reconstruction of the bridges and the interchange at Interstate 35 and CSAH 50 to replace the existing deficient interchange and accommodate strategic capacity needs on I-35. The current interchange concept would increase the capacity of CSAH 50 between 172nd Street and the I-35 South ramps to meet current and future traffic projections. The proposed reconstructed bridge and interchange would include strategic capacity improvements to I-35. Staff is requesting to submit a funding application to the RAISE grant program. Letters of support will be sought from the City of Lakeville, the Metropolitan Council, the Minnesota Department of Transportation, and the Dakota County congressional delegation. County Project 50-033 is included in the 2026-2030 Capital Improvement Program. A Project Location Map is included as an attachment. Applications are due February 24, 2026.

RECOMMENDATION

Staff recommends submittal of CP 50-033 to the U.S. Department of Transportation BUILD grant program.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026 Transportation Capital Improvement Program Adopted Budget includes an approved budget in the amount of \$14,598,693. State of Minnesota Local Road Improvement Program (LRIP) Grant fund of \$1.63M was awarded to Dakota County in a 2021 state appropriation, a federal earmark of \$5.04M was also awarded to CP 50-33 in 2023 and must be matched with 20 percent of local funds and obligated by September 30, 2026. A State bonding commitment of \$40.8M was received in 2025 to be applied to the interstate system costs. The total project cost is estimated at \$66M. Additional funding sources will be pursued to address costs through construction planned for in 2029-2030.

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

RESOLUTION

WHEREAS, the U.S. Department of Transportation is requesting project submittals to the Better Utilizing Investments To Leverage Development (BUILD, Formerly RAISE) grant program; and

WHEREAS, the BUILD federal grant program funds up to 80 percent of project costs in urban areas; and

WHEREAS, CP 50-33, the Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 50/5 Interchange and Bridge Reconstruction project, will improve freight capacity and general mobility in the corridor, accommodate future growth and support economic development opportunities, promote safety, and enhance multimodal connections; and

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

WHEREAS, project submittals are due on February 24, 2026; and

WHEREAS, all projects proposed are consistent with the adopted Dakota County Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the submission of the Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 50/5 Interchange and Bridge Reconstruction project (County Project 50-33) to the U.S. Department of Transportation for the Better Utilizing Investments to Leverage Development (BUILD) grant program; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves requesting letters of support from cities within the project areas, the Minnesota Department of Transportation, the Metropolitan Council, and the Dakota County congressional delegation.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

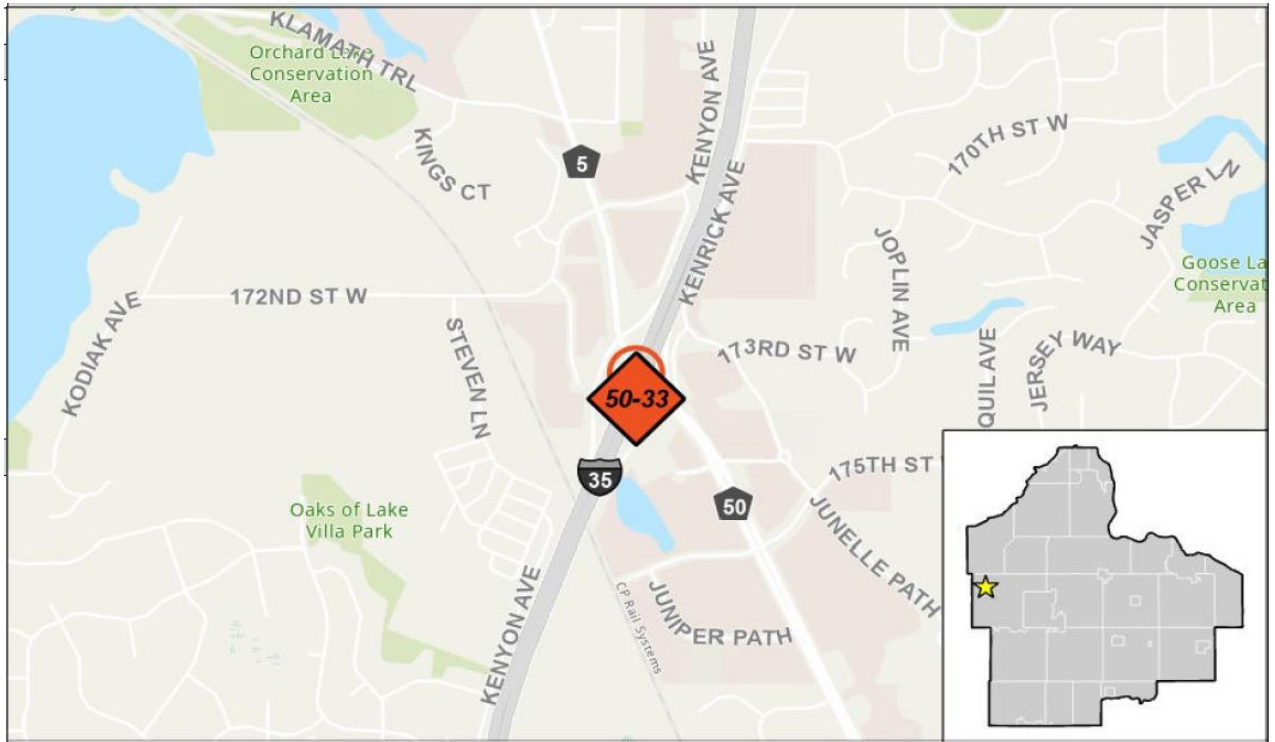
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Barry Becker



County Project 50-33

CSAH 50 and I-35 Interchange Improvement in Lakeville



Board of Commissioners

Request for Board Action

Item Number: DC-5239

Agenda #: 9.4

Meeting Date: 2/3/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Tolz, King, Duvall, Anderson & Associates, Inc., For Construction Administration, Inspection, Surveying, And Material Testing Services For Reconstruction Of Bridge Number 19578 In Vermillion Township, County Project 85-23

PURPOSE/ACTION REQUESTED

Authorization to execute a contract with Tolz, King, Duvall, Anderson & Associates, Inc., for construction administration, inspection, surveying, and material testing services for County Project (CP) 85-23, the reconstruction of Bridge Number 19578 over the Vermillion River in Vermillion Township.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is reconstructing the bridge at County State Aid Highway 85 and Trunk Highway 50. This project will replace the existing bridge which has a deteriorating deck and substructure.

The number of construction projects in 2026 is greater than the number of available staff to manage the projects. The County is seeking expertise from an engineering firm to provide the construction management, inspection, surveying, and material testing services so this project can be completed next year.

Transportation Department staff sent Request For Proposals (RFPs) to three professional engineering firms with expertise in this type of work. Two firms submitted proposals, which were evaluated by Transportation staff.

<u>Engineering Firm</u>	<u>Total Cost</u>	<u>Cost/Hour</u>
Tolz, King, Duvall, Anderson & Associates, Inc. \$	\$226,500	\$167.78
WSB & Associates, Inc.	\$224,652	\$206.67
LHB Corporation	Did not Propose	

RECOMMENDATION

The proposal from Tolz, King, Duvall, Anderson & Associates, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project. They also provide the best value with the lowest cost/hour. Construction management was estimated to cost 8.0 percent of the estimated construction cost of \$1.82 million, which is \$145,600. The construction services of \$226,500 came in over at 12.4 percent which is not unexpected with a project like this that requires constant and consistent observation.

The County Engineer recommends execution of a contract with Tolz, King, Duvall, Anderson & Associates, Inc., for construction management and inspections services for CP 85-23.

EXPLANATION OF FISCAL/FTE IMPACTS

The current Transportation Capital Improvement Program includes \$1.1 million for the project funded by CSAH and Transportation fund balance. This is sufficient to fund the construction management, inspection, surveying, and material testing for this project.

CP 85-23 Bridge Rehabilitation in Vermillion Township

Funding Source	Total Budget	Available Budget
CSAH	\$1,080,000	\$765,928
Transportation Fund Balance	\$20,000	\$20,000
Total	\$1,100,000	\$785,928

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 85-23; and

WHEREAS, CP 85-23 is the replacement of Bridge Number 19578 in Vermillion Township; and

WHEREAS, the County is the lead agency for CP 85-23 with construction scheduled to be constructed in 2026; and

WHEREAS, the 2026 construction workload is greater than the number of available County staff; and

WHEREAS, an engineering firm with this specialty will provide construction management, inspection, surveying, and material testing in 2026; and

WHEREAS, the proposal from Tolz, King, Duvall, Anderson & Associates, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project; and

WHEREAS, the requested construction management was estimated to cost 8.0 percent of the estimated construction cost, but the proposal submitted by Tolz, King, Duvall, Anderson & Associates, Inc., came in over the estimate at 12.4 percent; and

WHEREAS, the Transportation Capital Improvement Program budget includes sufficient funding in 2026 for CP 85-23; and

WHEREAS, the County Engineer recommends execution of a contract with Tolz, King, Duvall, Anderson & Associates, Inc., for construction management, inspection, surveying, and material testing services for County Project 85-23 for actual costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with Tolz, King, Duvall, Anderson & Associates, Inc., for construction management, inspection, surveying, and material testing services for County Project 85-23 for \$226,500, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: Proposal Evaluation Sheet

BOARD GOALS

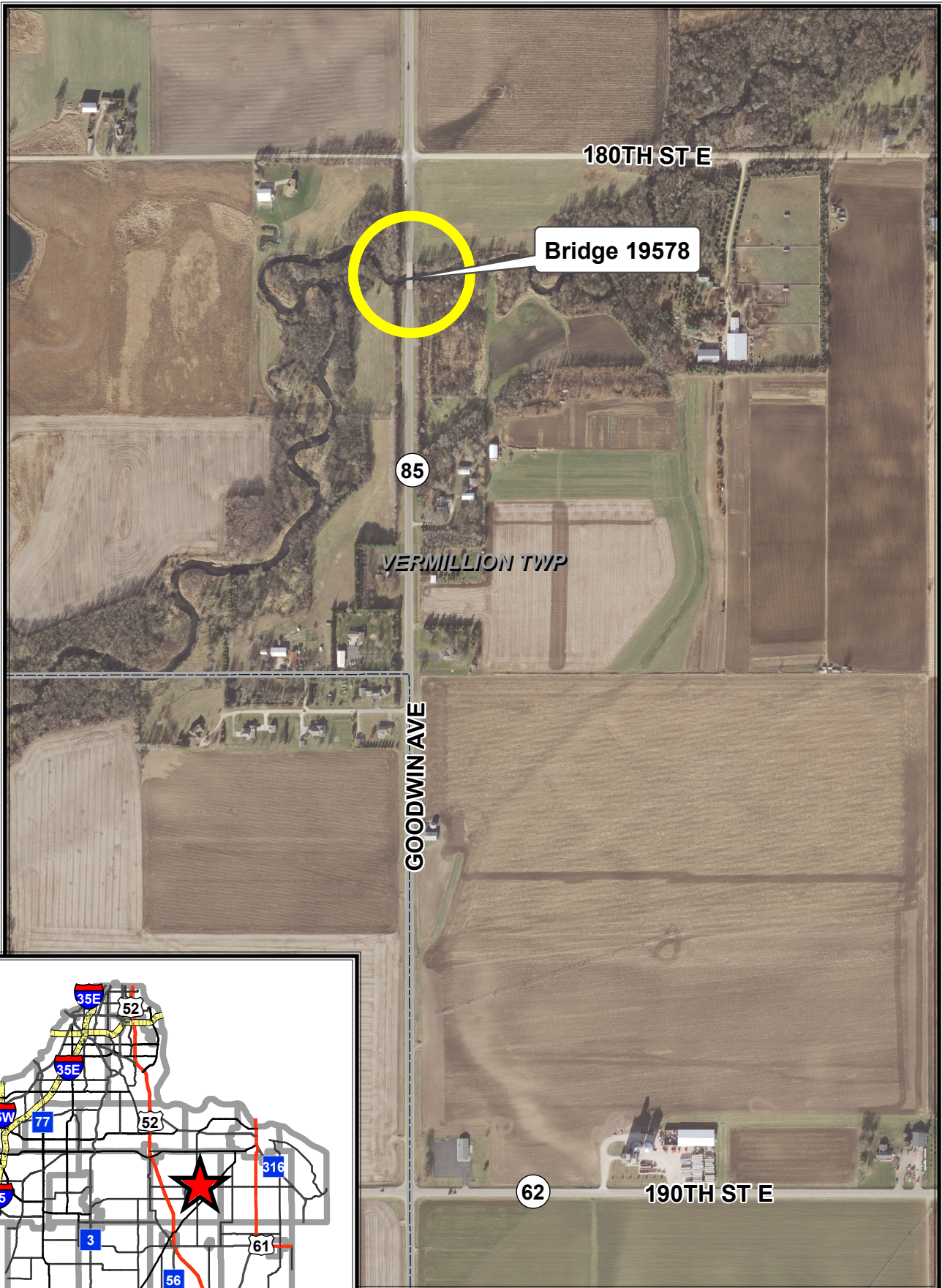
- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☒ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol

Prepared by Dakota County Physical Development Division



County Project 85-23

PROPSAL EVALUATION SHEET

CP 85-23: Bridge on CSAH 85 North of CSAH 62

Consultant: TKDA

Scorer: _____

Evaluation Criteria	Scale	Score	Notes
Project Understanding	0-15	13	Seemed to understand the agricultural aspect of the project. Experience on other bridges
Based on understanding of County and City objectives, project scope, complexity to complete the project, overall quality of the presentation of the proposal, innovativeness, deliverable due dates and attention to the main issues described in the RFP.			
Public Engagement	0-25	18	Communication based on individual preference, (phone, text, email). Homeowners and travelers also mentioned
Based on approach to Public Engagement on the project. The team member's individual and team approach. Experience on similar projects.			
Project Team and Expertise	0-30	20	Included resumes for everyone on the team. Bridge certification Noted Inspector on site always with Lead Inspector as backup
Based on project management team and qualifications, similar project experience of key team members, and consultants experience and understanding of the area.			
Quality Control	0-15	11	Supplied bar chart schedule. Emphasized coordination with contractor and subs with respect to availability. Proactive
Based on methods to ensure a quality product delivered on schedule.			
Cost and Hours	0-15	10	Hours might be a bit low but comparable to WSB.
Based on the number and reasonableness of the hours and costs per task included in the proposal. How many staff members per task based on the amount of work required.			



Board of Commissioners

Request for Board Action

Item Number: DC-5246

Agenda #: 9.5

Meeting Date: 2/3/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Administration, Inspection, Surveying, And Material Testing Services For Improvements To County State Aid Highway 42 (145th Street) At Trunk Highway 52 Interchange In City Of Rosemount, County Project 42-174

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with SRF Consulting Group, Inc., for construction administration, inspection, surveying, and material testing services for County Project (CP) 42-174, improvements to the County State Aid Highway (CSAH) 42 at Trunk Highway (TH) 52 interchange in the City of Rosemount.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is improving the CSAH 42 interchange at TH 52. This project will improve intersection operations of the interchange ramps, make safety improvements, and provide for increased traffic levels.

The number of construction projects in 2026 is greater than the number of available staff to manage the projects. The County is seeking expertise from an engineering firm to provide the construction management, inspection, surveying, and material testing services so this project can be completed next year.

Transportation Department staff sent Request For Proposals (RFPs) to three professional engineering firms with expertise in this type of work. Two firms submitted proposals, which were evaluated by Transportation staff.

<u>Engineering Firm</u>	<u>Total Cost</u>	<u>Cost/Hour</u>
SRF Consulting Group, Inc.	\$284,893	\$150.74
Sambatek, LLC	\$408,183	\$192.63
Apex Engineering Group, Inc.	Did not propose	

RECOMMENDATION

The proposal from SRF Consulting Group, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project. Construction management was estimated to cost 8.0 percent of the estimated construction cost of \$3.64 million, which is \$291,440. The construction services of \$284,893 came in under at 7.8

percent.

The County Engineer recommends execution of a contract with SRF Consulting Group, Inc., ending in December 2027, for construction management and inspections services for CP 42-174.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted Transportation Capital Improvement Program budget includes \$6.15 million for the project using Local, State, and Transportation Sales Tax funds. The construction management and inspection costs will be shared with the City of Rosemount in accordance with County policy.

CP 42-174 CSAH 42 at TH 52 Interchange - Intersection Improvements

Funding Source	Total Budget	Available Budget
City of Rosemount	\$883,500	\$883,500
MN DOT	\$2,400,000	\$2,400,000
Sales and Use Tax	\$2,866,500	\$2,470,069
Total	\$6,150,000	\$5,753,569

- ☐ 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 Rosemount are proceeding with County Project (CP) 42-174; and

WHEREAS, CP 42-174 is the improvement of County State Aid Highway (CSAH) 42 at Trunk Highway (TH) 52 Interchange; and

WHEREAS, the County is the lead agency for CP 42-174 with construction scheduled to begin in spring 2026; and

WHEREAS, the 2026 construction workload is greater than the number of available County staff; and

WHEREAS, an engineering firm with this specialty will provide construction management, inspection, surveying, and material testing in 2026; and

WHEREAS, the proposal from SRF Consulting Group, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project; and

WHEREAS, the requested construction management was estimated to cost 8.0 percent of the estimated construction cost, but the proposal submitted by SRF Consulting Group, Inc., came in under the estimate of 7.9 percent; and

WHEREAS, the Transportation Capital Improvement Program budget includes sufficient funding in 2026 for CP 42-174; and

WHEREAS, the County Engineer recommends execution of a contract with SRF Consulting Group, Inc., for construction management, inspection, surveying, and material testing services for CP 42-174 for actual costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with SRF Consulting Group, Inc., for construction management, inspection, surveying, and material testing services for CP 42-174 for \$284,893, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: Proposal Evaluation Sheet

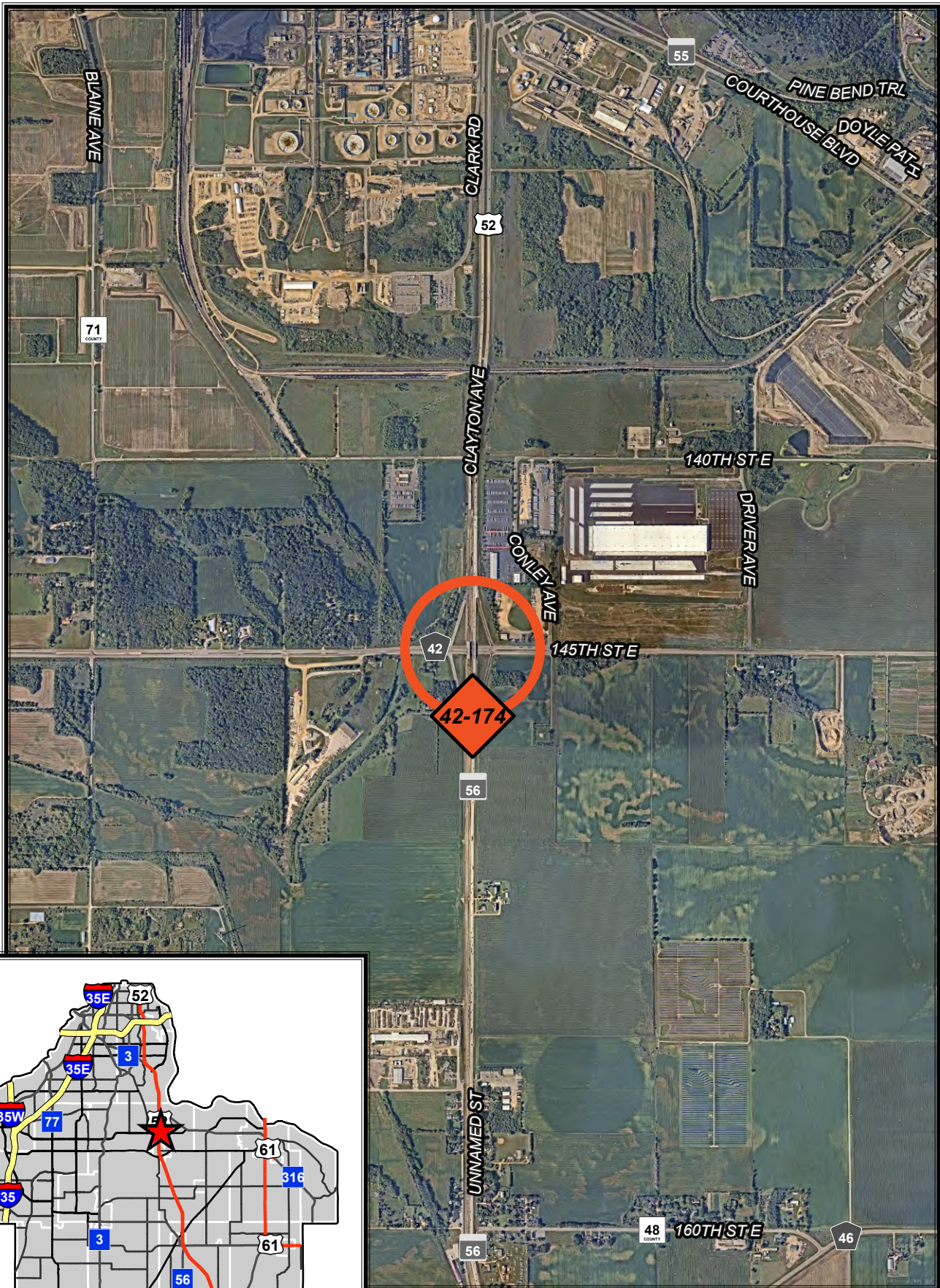
BOARD GOALS

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

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol



County Project 42-174

PROPSAL EVALUATION SHEET

CP 42-174: CSAH 42 Interchange at TH 52

Consultant: SRF Consulting, Inc.

Scorer: _____

Evaluation Criteria	Scale	Score	Notes
Project Understanding	0-15	12	Recognized the challenge of using 117 th St as a detour - it will be under construction (32-65) at the same time. Will check existing structures and road elevations to ensure accuracy before construction.
Based on understanding of County and City objectives, project scope, complexity to complete the project, overall quality of the presentation of the proposal, innovativeness, deliverable due dates and attention to the main issues described in the RFP.			
Public Engagement	0-25	18	Sometimes needs to simplify the updates to language residents understand but in the past have provided good updates and maps for the public.
Based on approach to Public Engagement on the project. The team member's individual and team approach. Experience on similar projects.			
Project Team and Expertise	0-30	25	Consistent presence on site noted. All team members have appropriate school and experience backgrounds. Noted Inspector on site always with Lead Inspector as backup
Based on project management team and qualifications, similar project experience of key team members, and consultants experience and understanding of the area.			
Quality Control	0-15	10	Very complete and comprehensive QA/QC table
Based on methods to ensure a quality product delivered on schedule.			
Cost and Hours	0-15	12	Realistic hours and tasks. Will be working on 32-65 with another team but in close communication for detours, and other issues.
Based on the number and reasonableness of the hours and costs per task included in the proposal. How many staff members per task based on the amount of work required.			



Board of Commissioners

Request for Board Action

Item Number: DC-5247

Agenda #: 9.6

Meeting Date: 2/3/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute First Amendment To Contract With SRF Consulting Group, Inc., For Additional Contract Costs For Trail Construction On Butler Avenue In West St. Paul, County Project 04-17

PURPOSE/ACTION REQUESTED

Authorize the execution of the first amendment to the contract with SRF Consulting Group, Inc., for additional contract costs on County Project 04-17, the construction of a trail from Robert Street to Trunk Highway (TH) 52 on Butler Avenue in West St. Paul.

SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County constructed a trail along Butler Avenue from Robert Street to TH 52 to provide safe pedestrian access to Thompson Park and the surrounding area. The project began in August 2025 and was substantially complete in December 2025. Several items have resulted in increased costs, and County Board action is requested to amend the contract for construction management, inspection, and material testing.

The contract has increased costs amounting to \$31,562. These costs are due to an extended construction period due to St. Paul Regional Water Services working in the area, redesign of a retaining wall, additional coordination with private utilities to relocate lines, and changes in the traffic control plans to allow better access to the Park and homes. The original contract amount was \$221,036. This amendment will bring the total contract amount to \$252,598.

RECOMMENDATION

Staff recommends authorizing a contract amendment with SRF Consulting Group, Inc., in the amount of \$31,562 for additional costs in construction management, inspection, and material testing.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted budget in the Transportation Capital Improvement Program included \$3.4 million for the construction of the trail, funded by TAA, wheelage tax, Transportation Fund balance, and cost sharing with the City of West St. Paul. Sufficient funds are available for the recommended contract amendment.

Project 04-17 Trail Gap - CR 4 (Butler Avenue) from TH 952 (Robert Street) to TH 52 in West St. Paul

Funding Source	Total Budget	Available Budget
City of West St. Paul	\$417,871	\$417,760
Transportation Advance Account (TAA)	\$700,000	\$0
Wheelage Tax	\$1,800,000	\$493,858
Transportation Fund Balance	\$491,820	\$0
Total	\$3,409,691	\$911,618

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

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system throughout the County, Dakota County has constructed a trail along Butler Avenue from Robert Street to Trunk Highway 52; and

WHEREAS, SRF Consulting Group, Inc., was contracted to do construction management, inspection, and material testing; and

WHEREAS, the contract costs increased due to construction-related issues; and

WHEREAS, staff recommends authorizing the execution of an amendment to the contract with SRF Consulting Group, Inc., in the amount of \$31,562; and

WHEREAS, sufficient funds are available in the 2024 Transportation Capital Improvement Program Adopted Budget for the recommended contract amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a first amendment to the contract with SRF Consulting Group, Inc., in the amount of \$31,562 for additional costs, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

25-378; 08/12/25

ATTACHMENTS

Attachment: Project Location Map

Attachment: SRF- Amendment-No.1

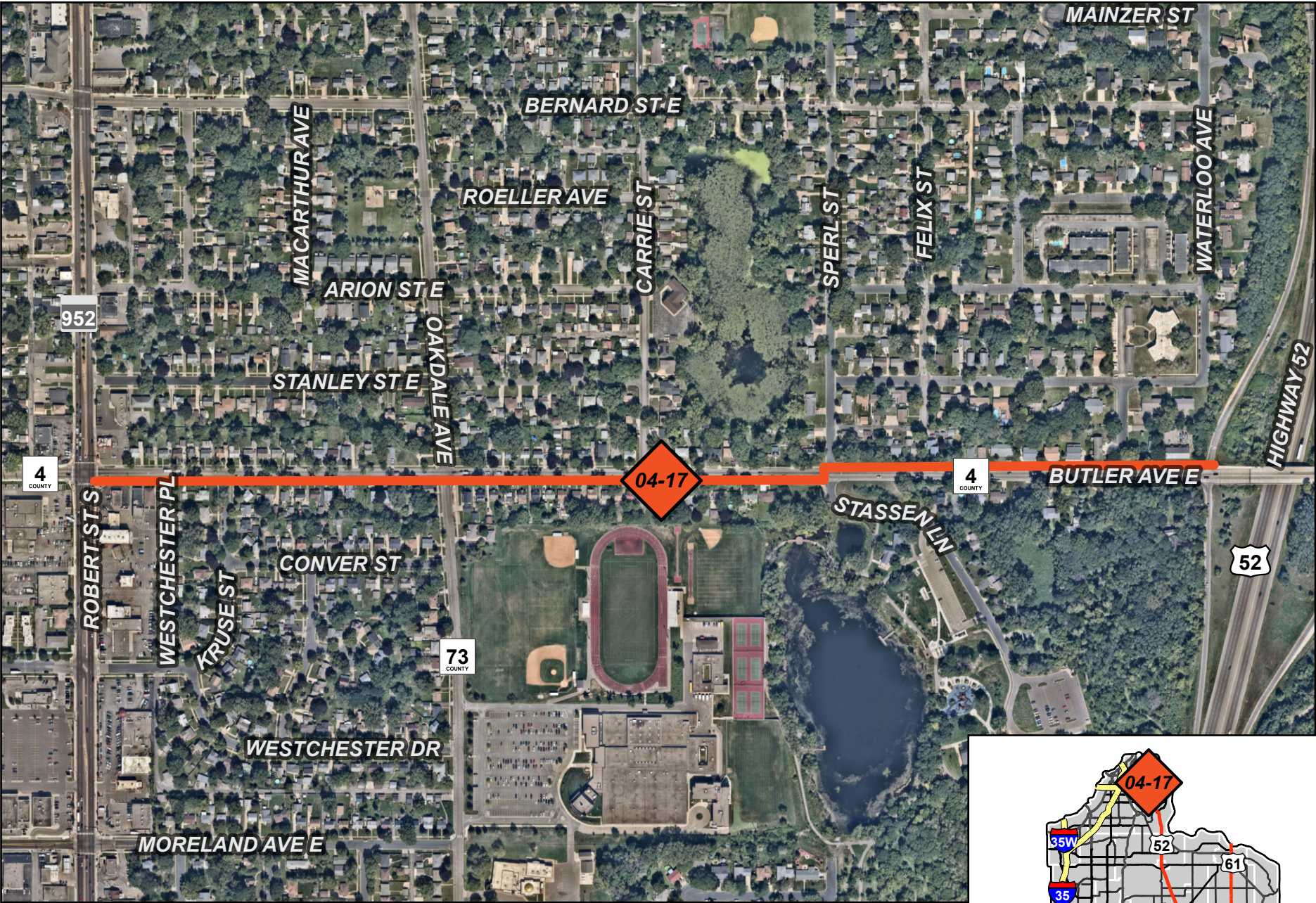
BOARD GOALS

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

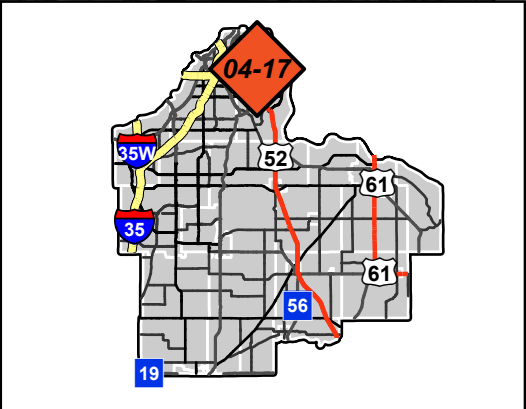
CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol



Project Area: Multiuse Trail / Mill and Overlay





19428

November 5, 2025

Jeannine Briol, P.E.
Construction Engineer
Dakota County
14955 Galaxie Ave
Apple Valley, MN 55124

Subject: Amendment Number 1 - Construction Management Services for Butler Avenue Improvement Project (CP 01-17), Dakota County

Dear Jeannine Briol:

This Amendment Number 1 (the "Amendment") is issued under the Professional Services Agreement entered on September 29, 2025, between Dakota County and SRF Consulting Group, Inc.

Additional Services

The Services performed by SRF under this Amendment ("Additional Services") are set forth in Attachment B-1, attached hereto, and incorporated into the Original Agreement. Our scope of work included construction contract administration and construction inspection

As noted in the Original Agreement, our services are highly dependent on factors outside of our control, including the contractor's schedule and project oversight needed. Our original scope and cost were based on the following items that required additional efforts beyond what was anticipated:

- Our initial cost proposal was based on a 12-week duration derived from the contractual completion date of October 31, 2025. The completion date is currently being re-negotiated and is anticipated to be extended by 2 weeks to November 14, 2025.
- The construction start of the CP 04-17 project was delayed by St. Paul Regional Water Services watermain work on the project site. During this idle period from approximately July through August, SRF was requested to perform traffic control and erosion control inspections and keep in frequent contact with homeowners. These hours were not included our original scope.

Additional Costs

The Services performed by SRF under this Amendment shall not exceed \$31,562.00, including the project costs and reimbursable expenses (the "Amendment Maximum") in accordance with the rates provided in the Fee Schedule Attached as Attachment B-1.

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010

Equal Employment Opportunity / Affirmative Action Employer

Notwithstanding any provision to the contrary, the total compensation payable to SRF for all services and expenses under this Agreement shall not exceed \$252,598.00 (the "Contract Maximum").

Standard Terms and Conditions

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the Terms and Conditions of the Original Agreement and any previous amendments remain in full force and effect.

Acceptance/Notice to Proceed

We anticipate Dakota County will prepare an amendment to our current professional services agreement.

We sincerely appreciate this opportunity and look forward to continued work with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Bob Moore
Vice President

RJM/DJH

Attachment B-1: Work Hour and Person Hour Estimate



Dan Herzog, P.E.
Project Manager

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

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SRF Consulting Group, Inc.

Client: Dakota County

Project: Butler Avenue Improvements

Subconsultants: Braun Intertec

Work Tasks and Person-Hour Estimates



19428

TASK NO.	SUMMARY OF TASKS	<div>Project Overview: SRF Consulting Group, Inc. (SRF) has been assisting the County by administering the construction contract for the Butler Avenue Improvements project. Construction is active and progressing towards substantial completion. Amendment 1 is for additional services proposed to continue administering the project to the final closeout.</div>								
TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. II	TECH. V	TECH. IV	TECH.II	SUPPORT	TOTALS	EST. FEE
General Assumptions										
See Original Professional Services Agreement for intial scope. Services herein are proposed additional effort to complete similar scope of serices to support County as Original PSA. Additional hours are based on 7 additional weeks at 15 hours/week for the Project Engineer.										
1.0	Construction Administration									
-	See Original PSA - Task 1.0 for Task Summary.									
1.1	Construction Administration:		105	-	-	-	-	7	112	\$22,757.00
	SUBTOTAL - TASK 1	0	105	0	0	0	0	7	112	\$22,757.00
2.0	Construction Inspection									
-	See Original PSA - Task 2.0 for Task Summary. Additional hours are based on 7									
2.1	Construction Inspection:	-	-	-	-	315	-	-	315	\$58,905.00
	SUBTOTAL - TASK 2	0	0	0	0	315	0	0	315	\$58,905.00
3.0	Construction Survey Staking									
-	No change- task not used, but costs already included in original PSA.									
3.1	Construction Survey Staking will include the following:	-	-	-	(25)	(150)	(140)	-	(315)	-\$49,700.00
	SUBTOTAL - TASK 3	0	0	0	(25)	(150)	(140)	0	(315)	-\$49,700.00
4.0	As-Builts									
-	No change. See Original PSA - Task 4.0 for Task Summary									
4.1	As-builts:	-	-	-	-	-	-	-	0	\$0.00
	SUBTOTAL - TASK 4	0	0	0	0	0	0	0	0	\$0.00
5.0	Public Engagement									
-	No change. See Original PSA - Task 5.0 for Task Summary									
5.1	Public Engagement shall include the following:	-	-	-	-	-	-	-	0	\$0.00
	SUBTOTAL - TASK 5	0	0	0	0	0	0	0	0	\$0.00

[illegible]



Board of Commissioners

Request for Board Action

Item Number: DC-5300

Agenda #: 10.1

Meeting Date: 2/3/2026

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of 2026 Intoxicating Liquor License Application From AB Winery LLC

PURPOSE/ACTION REQUESTED

Approve the 2026 intoxicating liquor license application from AB Winery LLC, dba Alexis Bailly Vineyard.

SUMMARY

Pursuant to Minn. Stat. § 340A.403, Dakota County is authorized to issue licenses for off sale and on sale licenses for the sale of 3.2 percent malt liquor within the County, and pursuant to Minn. Stat. § 340A.402, 405, Dakota County is authorized to issue licenses for on sale and off sale intoxicating liquor to qualifying establishments in the unorganized territories of the County. A county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written recommendation from the Sheriff and County Attorney stating that to the best of their knowledge the applicant is eligible to be licensed under Minn. Stat. § 304A.402. The Sheriff and County Attorney certify that, as of this date, the following applicants satisfy the liquor license eligibility requirements. The application has also been approved by Marshan Township, where they are located.

<u>Establishment</u>	<u>Type</u>	<u>Township</u>	<u>Fee</u>
AB Winery LLC dba Alexis Bailly Vineyard	On Sale and Sunday Sale	Marshan	\$4,725

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners approve the intoxicating liquor license application listed herein.

EXPLANATION OF FISCAL/FTE IMPACTS

The proceeds from this license application will be recorded as revenue in the General Fund.

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

RESOLUTION

WHEREAS, Dakota County is authorized to issue licenses for on sale and off sale intoxicating liquor to qualifying establishments in the unorganized territories of the County; 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 application has been approved by the Township of Marshan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2026 intoxicating liquor license and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Marshan Township:

AB Winery LLC, dba Alexis Bailly Vineyard: On Sale and Sunday Sale

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

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

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-5329

Agenda #: 13.1

Meeting Date: 2/3/2026

Information

See Attachment for future Board meetings and other activities.

February 3, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

February 5, 2026

Thursday

5:00 PM - 5:00 PM

Public Open House #2 – Argenta Trail Extension & I-494 Interchange Study -- Veteran's Memorial Community Center, 8055 Barbara Ave, Inver Grove Heights

February 9, 2026

Monday

12:00 PM - 12:00 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3ZlloREJyVGJ2RnQxbXc4Zz09>)

February 10, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County Physical Development Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

9:30 AM - 9:30 AM

Finance Works Session (or following PD) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

1:00 PM - 1:00 PM

Dakota County Community Services Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

February 11, 2026

Wednesday

7:45 AM - 7:45 AM

Legislative Breakfast -- Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan

9:00 AM - 9:00 AM

GreaterMSP Board of Directors Meeting -- GREATERMSP, 370 Wabasha Street N., St. Paul,

10:00 AM - 10:00 AM

Metropolitan Emergency Services Board Executive Committee Meeting -- Metro Counties Government Center, 2099 University Avenue West, Room 205, St. Paul

February 11, 2026 Continued

Wednesday

4:00 PM - 4:00 PM

Vermillion River Watershed Community Advisory Committee -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington, Conference Room A

February 12, 2026

Thursday

7:30 AM - 7:30 AM

I-35W Solutions Alliance Board Meeting -- Richfield City Hall, 6700 Portland Avenue South, Bartholomew Room, Richfield

February 16, 2026

Monday

All Day

County Offices Closed - President's Day Holiday

February 17, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

3:00 PM - 3:00 PM

Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom



Board of Commissioners

Request for Board Action

Item Number: DC-5330

Agenda #: 14.1

Meeting Date: 2/3/2026

Adjournment