



Dakota County

Board of Commissioners

Agenda

Tuesday, March 14, 2023

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

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

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us

Emails must be received by 7:30am on the day of the meeting.

Instructions on how to participate will be sent to anyone interested.

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

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

4. **Agenda**

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

CONSENT AGENDA

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

- 5.1 Approval of Minutes of Meeting Held on February 28, 2023

6. **County Board/County Administration**

- 6.1 *County Board* - Appointment Of At-Large Commissioner To Dakota County Community Development Agency Board
 - 6.2 *County Board* - Appointment To Rosemount Research And Outreach Center Advisory Committee
 - 6.3 *County Board* - Appointment To Dakota-Scott Workforce Development Board

- 6.4** *Office Of The County Manager* - Authorization To Amend 2023 County Board/Committee Of The Whole Meeting Schedule To Add Additional Special General Government And Policy Committees Of The Whole, Amend Meeting Time For Opioid Settlement Workshop

7. Enterprise Finance and Information Services

- 7.1** *Information Technology* - Authorization To Execute Indefeasible Right To Use Agreement With City Of Eagan For Fiber Optic Use

8. Physical Development

- 8.1** *Transportation* - Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Roundabout At Intersection Of County Road 11 And Burnsville Parkway In City Of Burnsville, County Project 11-27
- 8.2** *Transportation* - Authorization To Award And Execute Contract With The Mathiowetz Construction Co. And Amend Transportation Budget For County State Aid Highway 47 And 85 Intersection Improvement, County Project 47-45
- 8.3** *Transportation* - Authorization To Execute Encroachment Agreement With Northern States Power Company For County State Aid Highway 33 And 140th Street/Connemara Trail Roundabout Improvement, County Project 33-15
- 8.4** *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 8.5** *Environmental Resources* - Authorization To Submit Minnesota GreenCorps Host Site Application To Minnesota Pollution Control Agency For Minnesota GreenCorps Member And If Awarded, Authorization To Execute Host Site Agreement

9. Public Safety

- 9.1** *Sheriff* - Authorization To Execute Joint Powers Agreement With Cities Of Mendota Heights, South St. Paul, West St. Paul And Inver Grove Heights For Emergency Management Planning
- 9.2** *Sheriff* - Authorization To Execute Joint Powers Agreement With City Of Farmington For Emergency Management Planning

10. Public Services and Revenue

- 10.1** *Public Services and Revenue Administration* - Approval Of Intoxicating Liquor Consumption And Display (Set Up) Permit For United Steel Workers, Local 662

- 10.2** *Public Services and Revenue Administration* - Authorization To Upgrade Electronic Pollbook Equipment And Amend Master Software License And Service Agreement With Know Ink, LLC And Authorization To Execute Cost-Sharing Agreements With Cities, Townships And School Districts

REGULAR AGENDA

11. Physical Development

- 11.1** *Physical Development Administration* - Approval Of Up To \$9 Million American Rescue Plan Funds To Dakota County Community Development Agency For Nicols Pointe Project And Amendment Of 2023 Non-Departmental Budget

12. Interagency Announcements/Reports

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

13. County Manager's Report

14. Information

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

15. Adjournment

- 15.1** 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-1941

Agenda #: 4.1

Meeting Date: 3/14/2023

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-1942

Agenda #: 5.1

Meeting Date: 3/14/2023

Approval of Minutes of Meeting Held on February 28, 2023



Board of Commissioners

Request for Board Action

Item Number: DC-1920

Agenda #: 6.1

Meeting Date: 3/14/2023

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment Of At-Large Commissioner To Dakota County Community Development Agency Board

PURPOSE/ACTION REQUESTED

Appoint citizen to At-Large position on the Dakota County Community Development Agency Board.

SUMMARY

To fulfill a federal requirement, an At-Large Board position was included on the Dakota County Community Development Agency (CDA) Board of Commissioners. The CDA, as an administrator of the federal Housing Choice Voucher and Public Housing programs, is required by the U.S. Department of Housing and Urban Development to have one Board member who is a public housing resident or participant in the Housing Choice Voucher Program.

In 2016, the Minnesota Legislature approved amendments to the CDA's enabling legislation (Minn. Stat. § 383D.41, subd. 5), to add an eighth At-Large member to the CDA Board to be filled by an eligible resident board member as defined by federal regulations and to vote solely on items related to the Housing Choice Voucher and Public Housing programs.

Eligible households that are public housing residents or are participants in the Housing Choice Voucher program were notified by mail that applications were being accepted for this At-Large Commissioner position. The mailing was sent in December 2022 to almost 2,900 households with applications due by January 20, 2023. The application was available on Dakota County's website and interested applicants could also call to request an application by mail.

Fourteen applications were received. Applications were reviewed by CDA Board officers.

RECOMMENDATION

Based on review of applicants, Dakota County CDA Officers reached consensus on a recommendation to the County Board for the appointment to the At-Large CDA Board position.

EXPLANATION OF FISCAL/FTE IMPACTS

- | | | |
|--|---|--------------------------------|
| <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, a special law codified as Minn. Stat. § 383D.41, defines the membership of the Dakota

County Community Development Agency (CDA) Board of Commissioners and membership consists of seven commissioners representing each of the seven Dakota County Board of Commissioner's districts; and

WHEREAS, Title 24, Part 964, Subpart E of the Code of Federal Regulations directs that the governing body of a public housing agency with the characteristics of the Dakota County CDA, must contain at least one public housing eligible resident board member; and

WHEREAS, during the 2016 Legislative Session, the Minnesota Legislature enacted an amendment to Minn. Stat. § 383D.41, subd. 5, authorizing the CDA Board to add an eighth At-Large Commissioner to the CDA Board to be filled by an eligible resident board member as defined by federal regulations; and

WHEREAS, eligible households and participants in the Housing Choice Voucher program were notified by mail that applications were being accepted through January 20, 2023; and

WHEREAS, the applications received were reviewed by the CDA Board Officers; and

WHEREAS, Dakota County CDA Board Officers have a recommendation for the At-Large Commissioner appointment to the CDA Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Muralidharan Velikolangara to the At-Large Commissioner position for a term of three years as provided in the Community Development Agency Bylaws.

PREVIOUS BOARD ACTION

20-341; 7/14/20

17-061; 1/24/17

16-368; 7/12/16

ATTACHMENTS

Attachment: Application(s) Distributed to Board only

BOARD GOALS

☐ A Great Place to Live

☒ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACT

Department Head: Matt Smith

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-1926

Agenda #: 6.2

Meeting Date: 3/14/2023

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment To Rosemount Research And Outreach Center Advisory Committee

PURPOSE/ACTION REQUESTED

Appoint the Physical Development Director to the Rosemount Research and Outreach Center Advisory Committee.

SUMMARY

The Rosemount Research and Outreach Center is a part of the University of Minnesota. The Rosemount Research and Outreach Center mission supports research that enhances the quality of agricultural production, human health, renewable energy and the environment, and to disseminate the benefits of this research to the public.

Over the past several years a person appointed by the Board has served on the Rosemount Research and Outreach Center Advisory Committee. The current appointee is the Physical Development Director and staff recommends reappointment.

RECOMMENDATION

Staff recommends appointing the Physical Development Director, Georg Fischer to the Rosemount Research and Outreach Center Advisory Committee for 2023.

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 recommends to the University of Minnesota the appointment of Physical Development Director, Georg Fischer to the Rosemount Research and Outreach Center at UMORE Park Advisory Committee for 2023.

PREVIOUS BOARD ACTION

22-261; 6/21/22

15-031; 1/6/15

ATTACHMENTS

Attachment: None.

BOARD GOALS

☐ A Great Place to Live☐ A Healthy Environment☐ A Successful Place for Business and Jobs☒ Excellence in Public Service**PUBLIC ENGAGEMENT LEVEL**☐ Inform and Listen☐ Discuss☐ Involve☒ N/A**CONTACT**

Department Head: Matt Smith

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-1933

Agenda #: 6.3

Meeting Date: 3/14/2023

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment To Dakota-Scott Workforce Development Board

PURPOSE/ACTION REQUESTED

Appoint individual to fill vacant term.

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	Phillips, Jack	6/30/2024
	Private	Crakes, Stacy	6/30/2023
	Private	Farren, Mike	6/30/2023
	Private	Halvorson, Ashley	6/30/2024
	Private	Akason, Joel	6/30/2024
	Private	Drentlaw, Anita	6/30/2024
	Private	Haack, Sally	6/30/2024
	Private	Oftedahl, Kristin	6/30/2024
	Private	Rainey, Jeffrey	6/30/2024
	Private	Boelter, Vance	6/30/2023
	Private	Forbord, Michael	6/30/2024
	Private	Switala, Kari	6/30/2023
	Private	Bassett, Ronnie	6/30/2023
	Private	Harmening, Jennifer	6/30/2024
	Private	Woodward, Erin	6/30/2023
	Public-Community Based	Carver, Chrissie	6/30/2023
	Public-Community Based	VACANT	6/30/2023
	Public-Econ. Development	Faust, Jo	6/30/2024
	Public-Education	Kermes, Darren	6/30/2024
	Public-Education	Berndt, Michael	6/30/2024
	Public-Education	Lind, Eric	6/30/2023
	Public-Apprentice	VACANT	6/30/2024
	Public-Labor	Davies, Barry	6/30/2024
	Public-Labor	Sloan, Jim	6/30/2023
	Public-Public Assistance	Dahl, Barbara	6/30/2023
	Public-Public Employment	Yanda, Michael	6/30/2023
	Public-Rehabilitation	Felderman, Heather	6/30/2023

RECOMMENDATION

Staff recommends the Board appoint the following interested individuals: Rick Martagon (Public-Community).

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 individual to the Dakota-Scott Workforce Development Board to fill a term ending June 30, 2023:

Public-Community - Rick Martagon

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) distributed to Board only.

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- ☐ Inform and Listen ☐ Discuss ☐ Involve ☒ N/A

CONTACT

Department Head: Matt Smith

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-1932

Agenda #: 6.4

Meeting Date: 3/14/2023

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Authorization To Amend 2023 County Board/Committee Of The Whole Meeting Schedule To Add Additional Special General Government And Policy Committees Of The Whole, Amend Meeting Time For Opioid Settlement Workshop

PURPOSE/ACTION REQUESTED

- Amend the 2022 County Board/Committee of the Whole meeting schedule to schedule additional Special General Government and Policy Committee of the Whole meetings for 2023.
- Amend the meeting time for the Opioid Settlement Workshop on March 28, 2023.

SUMMARY

The 2023 County Board /Committee of the Whole meeting schedule was adopted by Resolution No. 22-389 (September 20, 2022). Since scheduling, a request has been made to add additional Special General Government and Policy Committee of the Whole meetings while the Minnesota Legislature is in session.

The Special General Government and Policy Committee of the Whole meetings that were scheduled for 2023 are:

February 21, March 21, April 18 and May 16

These meetings are scheduled in Conference Room L139, Western Service Center in Apple Valley, during the Legislative session to discuss legislative topics.

Staff requests the following additional Special General Government and Policy Committee of the Whole meetings be added to the 2023 schedule:

March 28, April 25 and May 23

The additional meeting dates will be scheduled in Conference Room 3A, Administration Center, Hastings, during the Legislative session to discuss legislative topics.

By Resolution No. 23-082 (February 28, 2023), the Opioid Settlement Workshop was scheduled for March 28, 2023 at 10:00 a.m. Staff recommends amending the start time of the Workshop to 10:30 a.m. (or following Special Government and Policy Committee of the Whole) to accommodate adding the Special General Government and Policy Committee of the Whole.

RECOMMENDATION

Staff recommends scheduling additional 2023 Special General Government and Policy Committee of the Whole meetings on March 28, April 25 and May 23 in Conference Room 3A, Administration

Center, Hastings, during the Legislative session to discuss legislative topics. Staff also requests amending the start time of the Opioid Settlement Workshop to 10:30 a.m. (or following Special Government and Policy Committee of the Whole) to accommodate adding the Special General Government and Policy Committee of the Whole.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the County Board will hold additional Special General Government and Policy meetings that will be held at 10:00 a.m. (or following Regional Railroad Authority meeting) in Conference Room 3A, Administration Center in Hastings, on the following dates during the Legislative session to discuss legislative topics:

March 28, April 25, May 23

; and

BE IT FURTHER RESOLVED, That the Opioid Settlement Workshop scheduled for March 28, 2023, be amended to start at 10:30 a.m. (or following the Special Government and Policy Committee of the Whole) in Conference Room 3A, Administration Center, Hastings.

PREVIOUS BOARD ACTION

22-389; 9/20/22

23-082; 2/28/22

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- ☐ Inform and Listen ☐ Discuss ☐ Involve ☒ N/A

CONTACT

Department Head: Matt Smith

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-1907

Agenda #: 7.1

Meeting Date: 3/14/2023

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the Board Chair to execute an Indefeasible Right To Use (IRU) agreement with the City of Eagan for fiber optic use.

SUMMARY

The City of Eagan has constructed a fiber optic communications system throughout its central business districts, which includes unused strands of fiber optic cable. Dakota County is developing a broadband fiber optic network within Dakota County to facilitate electronic communications between government owned facilities and infrastructure. To further the development of the county fiber optic network, Dakota County requires use of the City of Eagan's fiber optic cable to connect the Range Valley Acres Gun Range and the Cedar Avenue Trailhead. The City of Eagan requires the use of fiber into the gun range and the use of county fiber between Eagan City Hall and the Northern Service Center.

- **Segment 1:** Provides connectivity for the Range Valley Acres Gun Range to Fire Station 2 connecting to Dakota County's fiber network. The City of Eagan will own and maintain the fiber in Segment 1 and grant an IRU of 2 strands of fiber to Dakota County.
- **Segment 2:** Provides connectivity for the Cedar Avenue Trailhead to Fire Station 2 connecting to Dakota County's fiber network. The City of Eagan will own and maintain the fiber in Segment 2 and grant an IRU of 2 strands of fiber to Dakota County.
- **Segment 3:** Provides fiber from Hand Hole 27 (HH27) to Range Valley Acres Gun Range site building. Dakota County will own and maintain the fiber in Segment 3 and grant an IRU of 12 strands of fiber to the City of Eagan.
- **Segment 4:** Provides redundancy between the Northern Service Center and Eagan City Hall. The City of Eagan will have use of 1 strand of fiber within the cables. This segment is not complete and is dependent on future County projects. When the segment is completed, Dakota County shall grant an IRU of 1 strand of fiber to the City of Eagan.

By collaborating with the City of Eagan, Dakota County benefits by saving construction costs and reducing duplicated resources. In addition, the infrastructure to the Cedar Avenue Trailhead will provide the capability to add enhanced site security.

Article 1-Licenses of the IRU clarifies that both the city and the county shall be entitled to use the IRU assets for any lawful government purpose.

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners authorize the Board Chair to execute an IRU agreement with the City of Eagan for fiber optic use.

EXPLANATION OF FISCAL/FTE IMPACTS

There is no fiscal impact as a result of this agreement.

- | | | |
|--|---|--------------------------------|
| <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 City of Eagan has constructed a fiber optic communications system throughout its central business districts, which includes unused strands of fiber optic cable; and

WHEREAS, Dakota County is developing a broadband fiber optic network within Dakota County to facilitate electronic communications between government owned facilities and infrastructure; and

WHEREAS, to further the development of the fiber optic network, Dakota County requires use of the City of Eagan's fiber optic cable to connect the Range Valley Acres Gun Range and the Cedar Avenue Trailhead; and

WHEREAS, the City of Eagan requires the use of fiber into the gun range and the use of fiber between the Eagan City Hall and Northern Service Center; and

WHEREAS, by collaborating with the City of Eagan in the use of their existing fiber network Dakota County benefits by saving construction costs and by reducing duplicated resources.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute an Indefeasible Right To Use agreement with the City of Eagan for fiber optic use, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

16-158; 3/22/16

ATTACHMENTS

Attachment: Eagan Fiber IRU Agreement

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

CONTACT

Department Head: Dan Cater

Author: Dan Ferber

**FIBER OPTIC INDEFEASIBLE RIGHT TO USE
AGREEMENT BY AND BETWEEN
COUNTY OF DAKOTA AS GRANTOR AND GRANTEE
AND
CITY OF EAGAN AS GRANTOR AND GRANTEE**

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

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

BACKGROUND

The City has constructed a fiber optic communications system throughout the city of Eagan’s central business districts, which includes unused strands of fiber optic cable. The County is developing a broadband fiber optic network within Dakota County to facilitate electronic communications between government owned facilities and infrastructure. To further the development of the fiber optic network, the County requires use of the City’s fiber optic cable to connect the Range Valley Acres Gun range and the Cedar Ave Trailhead. The City requires the use of fiber into the Gun Range and the use of fiber between the City’s City Hall and Northern Service Center.

A. Segment 1 – Eagan HH27 to Fire Station 2:

Provides connectivity for the Range Valley Acres Gun Range to Fire Station 2 connecting to the County’s fiber network.

This segment consists of 2 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 1 and grant an IRU of 2 strands of fiber to the County.

B. Segment 2 – Eagan HH58 to Fire Station 2:

Provides connectivity for the Cedar Ave Trailhead to Fire Station 2 connecting to the county’s fiber network.

This segment consists of 2 dark strands of fiber from Hand Hole 58 (HH58) (South side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 2 and grant an IRU of 2 strands of fibers to the County.

C. Segment 3 – Eagan HH27 to RVA Site:

Provides fiber from vault HH27 to Range Valley Acres Gun Range site building.

This segment consists of 12 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to RVA Site Building (1785 Yankee Doodle Rd). The County will own and maintain the fiber in Segment 3 and grant an IRU of 12 strands of fiber to the City.

D. Segment 4 – Northern Service Center (NSC) to Eagan City Hall:

Provides redundancy between Northern Service Center and Eagan City Hall.

This segment consists of 1 dark strand of fiber from Dakota County Northern Service Center (NSC) (1 Mendota Rd W, West St. Paul, MN 55118) to Eagan City Hall (3830 Pilot Knob Rd). The County will own and maintain the fiber in Segment 4. The City will have use of 1 strand of fiber within the cables. This segment is not complete, and is dependent on future County projects. When this segment is completed, County shall grant an IRU of 1 strand of fiber to the City.

DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in county or City facilities.
- E. “Fiber Optic Cable” or “Cable” means a collection of fibers with a protective outer covering.
- F. “IRU Assets” means either the County’s or City’s conduit, Cable, Fibers and Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
- G. “IRU Cable” means a Cable containing one or more Fibers, constructed, and owned by County or City in which the other has an IRU pursuant to the terms of this Agreement.
- H. “IRU Fibers” means the specific County or City owned Fiber described in Attachment A, for which an IRU is granted to the County or City in the IRU Cable pursuant to the terms of this Agreement.
- I. “Indefeasible Right of Use” or “IRU” means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- J. “Optical Splice Point” means a point where entity’s Cable is connected to another entity’s Cable within a splice enclosure.

- K. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

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

ARTICLE I LICENSES

Section 1.1 City desires an IRU in County's IRU Assets further described in Attachment A to this Agreement. In consideration of the promises by City in this Agreement, County grants an IRU to City in the IRU Assets identified in Attachment A, subject to any interests County has in the cost sharing formula with the City more fully described in Attachment B which is attached hereto and incorporated herein by reference, pursuant to IRUs or other contractual arrangements. City shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement.

County desires an IRU in City's Assets further described in Attachment A to this Agreement. In consideration of the promises by County in this Agreement, City grants an IRU to County in the IRU Assets identified in Attachment A, subject to any interests City has in the cost sharing formula with the County more fully described in Attachment B which is attached hereto and incorporated herein by reference, pursuant to IRUs or other contractual arrangements. County shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement.

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

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

Section 1.3 The IRU Assets are provided "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the Grantee entity's network, that entity shall be responsible for coordinating this work with the Grantor and shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by Grantor. The entity that owns the assets shall confer and agree upon which Party is responsible for the costs and fees associated with connecting the IRU Fibers to other fibers for Grantee's network purposes of non-parties to the agreement or shall agree upon an allocation of the costs and fees between the Parties.

Section 1.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Attachment A.

Section 1.5 Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office.

ARTICLE II EFFECTIVE DATE AND TERM

Grantee can use the IRU Assets commencing on the Effective Date of this Agreement to December 31st, 2052. This Agreement has an initial term of 30 years, with two separate five-year renewals which shall be effective unless the Grantor affirmatively decides not to renew and provides ninety (90) days' notice to the Grantee prior to termination or unless terminated by agreement of the Parties in writing or by one of the events in Article XI, Section 11.2 of this Agreement, whichever occurs first.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 5.1 Grantee's use of the IRU Assets shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 5.2 Grantor represents and warrants it has the right to grant an IRU in its IRU Assets.

ARTICLE VI LIABILITY; INDEMNIFICATION

Section 6.1 Neither City nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

Section 6.2 Grantee assumes, releases and agrees to indemnify, defend, protect and save the Grantor (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the Grantee, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

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

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

Section 6.3 Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

ARTICLE VII FORCE MAJEURE

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

ARTICLE VIII MAINTENANCE, REPAIR, FEES RELOCATION OF CABLE

Section 8.1 Maintenance. Grantor shall maintain the Network or contract with a third party for maintenance, locates, breaks, and fixes. Parties agree to share such maintenance costs based on the proportion of fibers owned/licensed in both conduits in the shared segments as outlined in Attachment B. City agrees to be responsible for 100 % costs in Segments 1-2. County agrees to be responsible for 100 % costs in Segments 3-4.

Section 8.2 Fees. Grantor will not impose, and Grantee shall not pay a fee, maintenance, or repair cost for the use of the IRU Assets during the term of this Agreement except as outlined in Attachment B.

Section 8.3 Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by the third party under contract with Grantor to perform maintenance or other contracted Party as agreed.

Section 8.4 Relocation. Grantor will be responsible for relocation of conduit. Relocation costs for the conduit and fiber in the shared conduit shall be allocated based upon the proportion of fibers owned/licensed as outlined in Attachment B. The relocation costs for Segments, 1-2 shall be the responsibility of the City. The relocation costs for Segments, 3-4 as well as for the second conduit, shall be the responsibility of the County.

ARTICLE IX CONFIDENTIALITY

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

ARTICLE X ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

Section 10.1 Should Grantor decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing sixty (60) days' notice informing Grantee in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If Grantor provides notice of intent to abandon, Grantee may notify Grantor prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If Grantee provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to the Grantor. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 10.2 This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder.

Section 10.3 If the Agreement terminates under Article X, Section 10.2, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to effect such termination.

ARTICLE XI DEFAULT

Section 11.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 11.2 Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its

discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

ARTICLE XII NOTICES

Section 12.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to **City**: City of Eagan
Attn: IT Department
3830 Pilot Knob Road
Eagan, MN 55122

With a copy to: City Attorney
Dougherty, Molenda, Solfest, Hills & Dauer P.A.
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124

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

With a copy to: Dakota County Attorney
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

Section 12.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XIII LIMITATION ON PROPERTY INTEREST

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

This Agreement does not grant Grantee any property interest, or estate, in or lien upon Grantor's property, its Optical Fiber Network or any components thereof, or any intellectual property. All liens, claims, and charges of Grantor shall not attach to any interest of Grantee or in any property owned by Grantee.

ARTICLE XIV GOVERNING LAW AND VENUE

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

ARTICLE XV INDEPENDENT CONTRACTOR

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

ARTICLE XVI MISCELLANEOUS

Section 16.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions, or conditions of this IRU Agreement.

Section 16.2 When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and “of” is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 16.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 16.4 This Agreement may be amended only by a written instrument executed by all Parties.

Section 16.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 16.6 All actions, activities, consents, approvals, and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

Section 16.7 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

Section 16.8 This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

**ARTICLE XVII
ENTIRE AGREEMENT**

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

**IRU GRANTEE:
CITY OF EAGAN**

**IRU GRANTOR:
DAKOTA COUNTY BOARD**

By: _____
Mike Maguire
Its: Mayor

By: _____
Its: Board Chair

By: _____
Elizabeth VanHoose
Its: City Clerk

Date: _____

Date: _____

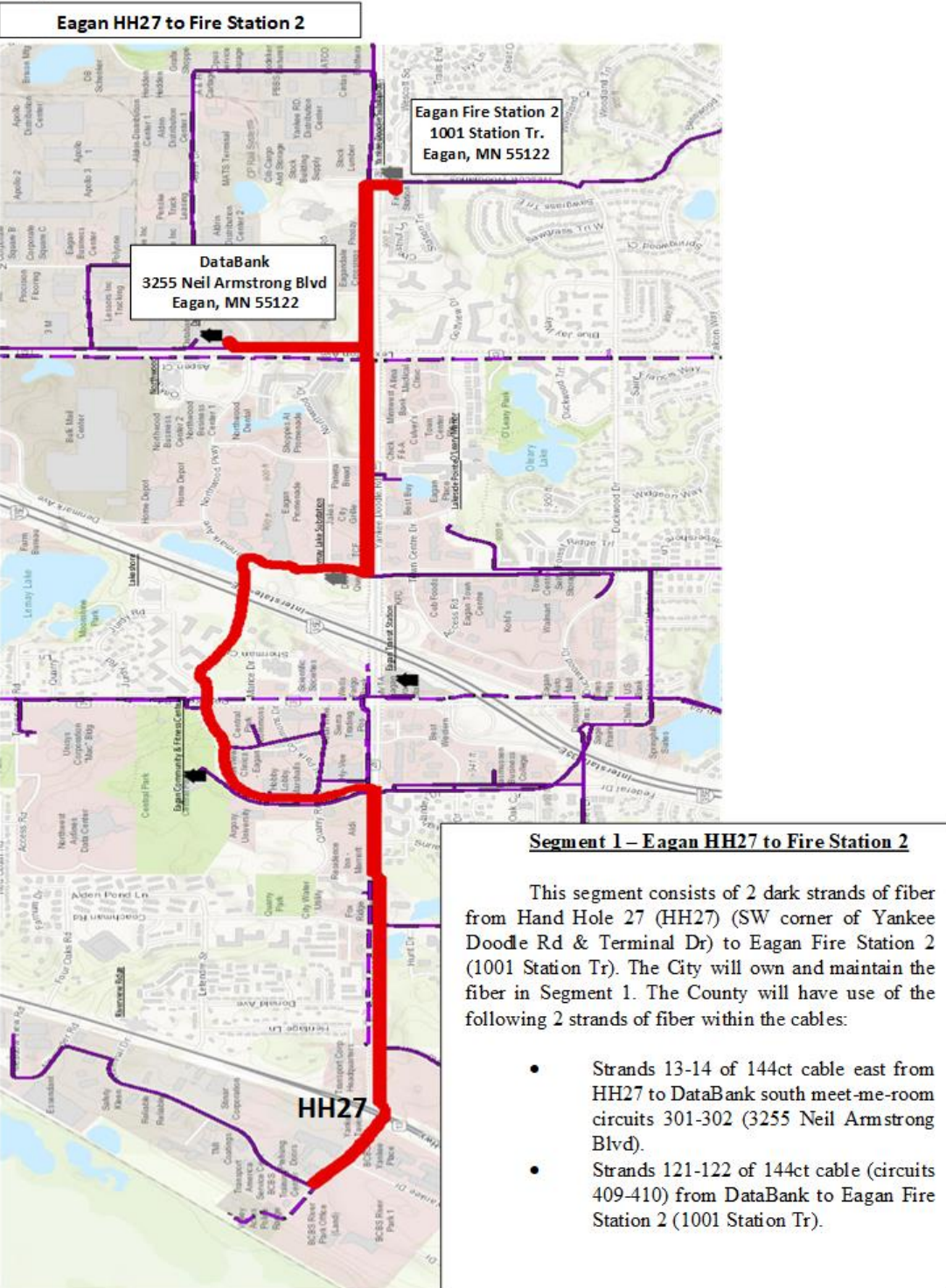
Approved as to Form

/s/ Jennifer L. Wolf 8/26/22
Assistant County Attorney Date
KS-22-368

ATTACHMENT A - FIBER SEGMENTS

Attached is a draft of IRU exhibits for the proposed trades.

Segment 1



Segment 2

Cedar Ave Trailhead to Fire Station 2

DataBank
3255 Neil Armstrong Blvd
Eagan, MN 55122

Eagan Fire Station 2
1001 Station Tr.
Eagan, MN 55122

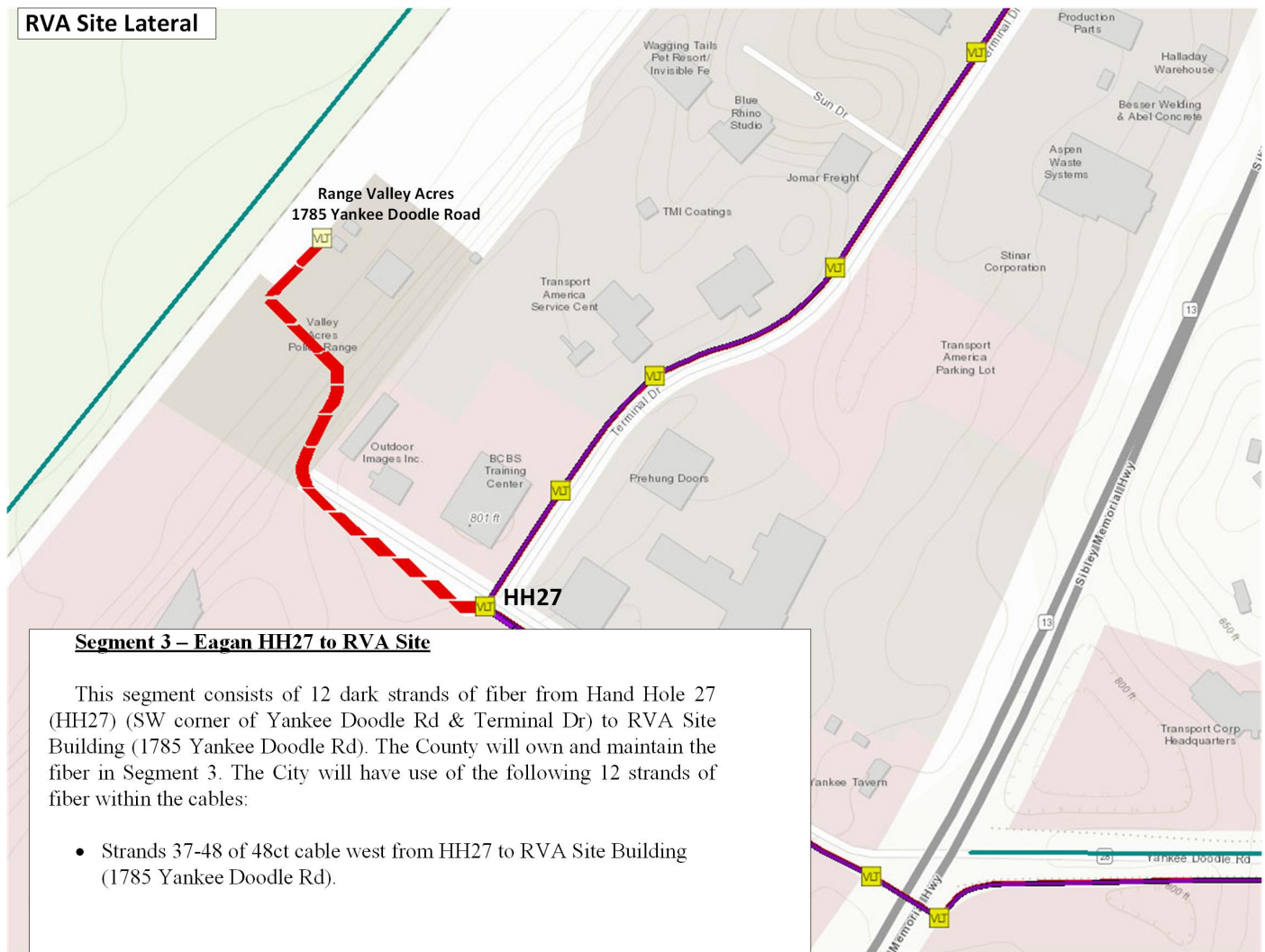


Segment 2 – Eagan HH58 to Fire Station 2

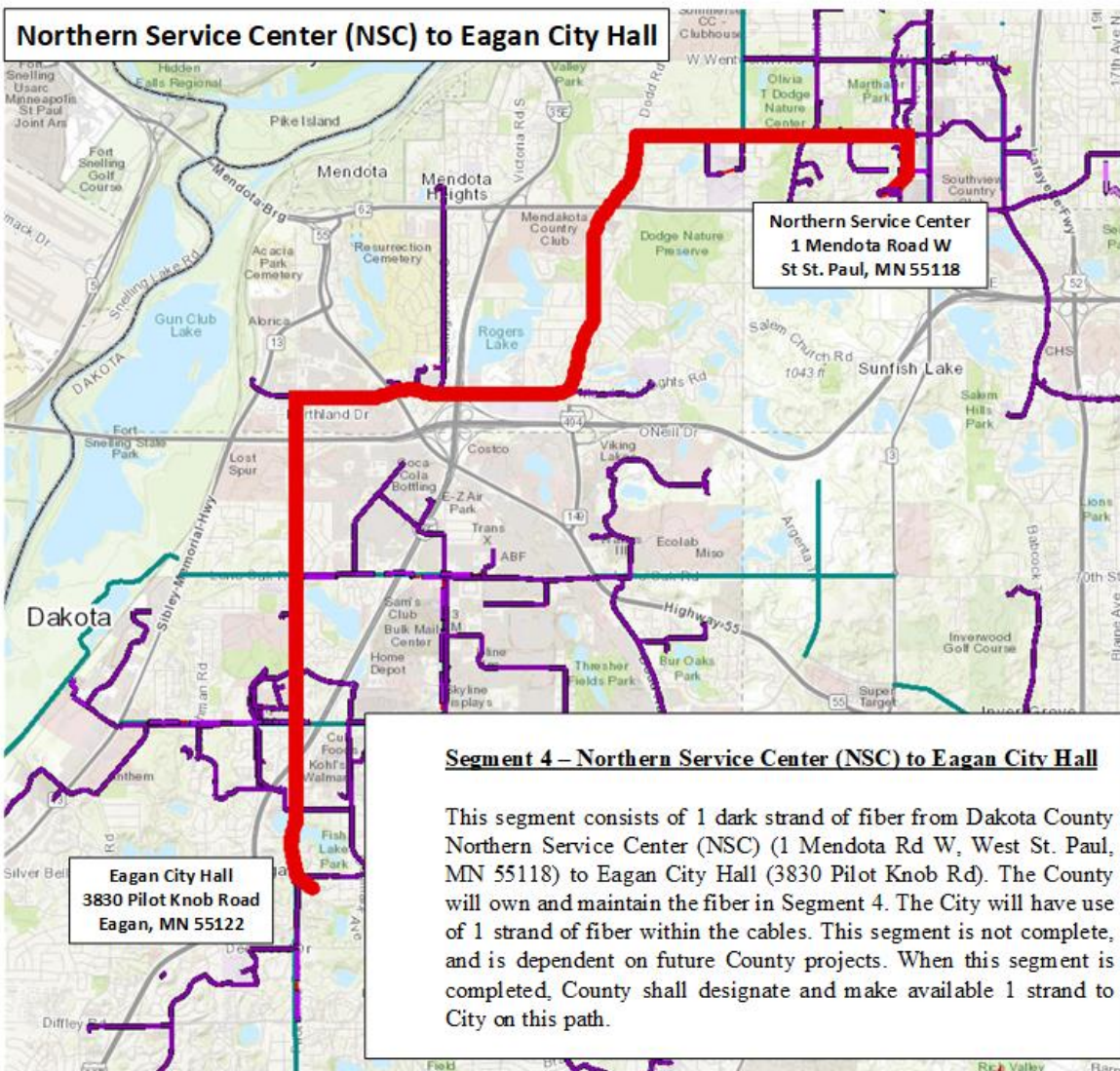
This segment consists of 2 dark strands of fiber from Hand Hole 58 (HH58) (south side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 2. The County will have use of the following 2 strands of fiber within the cables:

- Strands 65-66 of 144ct cable east from HH27 to DataBank south meet-me-room circuits 425-426 (3255 Neil Armstrong Blvd).
- Strands 123-124 of 144ct cable (circuits 411-412) from DataBank to Eagan Fire Station 2 (1001 Station Tr).

Segment 3



Segment 4



City of Eagan / Dakota County IRU Notes

County Gets:

- * 30 year IRU for 2 strands from AccessEagan HH #27 (SW corner of Yankee Doodle Rd & Terminal Dr) to Eagan Fire Station 2 (1001 Station Tr).
- * 30 year IRU for 2 strands from AccessEagan HH #58 (South side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr).

City Gets:

- * 30 year IRU for 12 strands from AccessEagan HH #27 (SW corner of Yankee Doodle Rd & Terminal Dr) to RVA Range Site (1785 Yankee Doodle Rd).
- * 30 Year IRU for 1 strand from Eagan City Hall (3830 Pilot Knob Rd) to Dakota County Northern Service Center (1 Mendota Rd W, West St. Paul, MN 55118). This route is not complete yet.

Notes:

- * County will need to make the following splices:
 - At Eagan SP2 (NE corner of Yankee Doodle Rd & Lexington Ave), splice 121-132 of cable 2 heading north (these should be dead strands in the case) to 61-72 of 144ct East.
 - At Eagan SP14 (near Fire Station 2, 1001 Station Tr), splice 61-72 of 144ct west (currently continuous, will need to cut) to 61-72 South towards Fire Station.
- * Strands will need to be patched at DataBank.
- * IRU should allow for strand routing to be changed in the future if both Parties agree.

ATTACHMENT B
COST ALLOCATION AND PAYMENT LOGISTICS

EXHIBIT B
Description of Fiber Details, Ownership, and Use

Segment 1 – Eagan HH27 to Fire Station 2

This segment consists of 2 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 1. The County will have use of the following 2 strands of fiber within the cables:

- Strands 13-14 of 144ct cable East from HH27 to DataBank South meet-me-room circuits 301-302 (3255 Neil Armstrong Blvd).
- Strands 121-122 of 144ct cable (circuits 409-410) from DataBank to Eagan Fire Station 2 (1001 Station Tr).

Segment 2 – Eagan HH58 to Fire Station 2

This segment consists of 2 dark strands of fiber from Hand Hole 58 (HH58) (South side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 2. The County will have use of the following 2 strands of fiber within the cables:

- Strands 65-66 of 144ct cable East from HH27 to DataBank South meet-me-room circuits 425-426 (3255 Neil Armstrong Blvd).
- Strands 123-124 of 144ct cable (circuits 411-412) from DataBank to Eagan Fire Station 2 (1001 Station Tr).

Segment 3 – Eagan HH58 to RVA Site

This segment consists of 12 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to RVA Site Building (1785 Yankee Doodle Rd). The County will own and maintain the fiber in Segment 3. The City will have use of the following 12 strands of fiber within the cables:

- Strands 37-48 of 48ct cable west from HH27 to RVA Site Building (1785 Yankee Doodle Rd).

Segment 4 – Northern Service Center (NSC) to Eagan City Hall

- This segment consists of 1 dark strand of fiber from Dakota County Northern Service Center (NSC) (1 Mendota Rd W, West St. Paul, MN 55118) to Eagan City Hall (3830 Pilot Knob Rd). The County will own and maintain the fiber in Segment 4. The City will have use of 1 strand of fiber within the cables. This segment is not complete, and is dependent on future County projects. When this segment is completed, County shall designate and make available 1 strand to City on this path.

ATTACHMENT C – MAINTENANCE AND LOCATES

- A. For maintenance Segments 1-4 in Attachment A, maintenance and other costs shall be allocated as follows:
1. For Segments 1 -2 the City shall be responsible for all the maintenance and locate costs.
 2. For Segments 3-4 the County shall be responsible for all the maintenance and locate costs.



Board of Commissioners

Request for Board Action

Item Number: DC-1831

Agenda #: 8.1

Meeting Date: 3/14/2023

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Roundabout At Intersection Of County Road 11 And Burnsville Parkway In City Of Burnsville, County Project 11-27

PURPOSE/ACTION REQUESTED

Approve acquisition and authorization to initiate quick-take condemnation of right of way necessary for County Project (CP) 11-27 in the City of Burnsville.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 11-27 (see Attachment: Location Map), which consists of installing a roundabout at the intersection of County State Aid Highway (CSAH) 11 and Burnsville Parkway. The intersection of CSAH 11 and Burnsville Parkway exists today as a signalized intersection and has a critical crash rate that exceeds the typical statewide average and a traffic signal nearing the end of its lifecycle. See attachment Geometric Layout for the proposed design. Construction is scheduled for 2024.

Dakota County is the lead agency for CP 11-27 design and right of way acquisition. Acquisition of right of way from one private parcel (see Attachment: Acquisition Map) is recommended to move forward with CP 11-27. Appraisals have been completed by Patchin Messner Valuation Counselors. Appraisal data has been provided to the County Board in a separate confidential spreadsheet, as the appraisal is confidential, non-public data pursuant to Min. Stat. SS Sec. 13.44, subd. 3.

In the event that timely acquisition by direct negotiation of all required parcels does not appear possible, staff recommends that the County Board authorize the County Attorney's Office to initiate quick-take condemnation of the parcels. Efforts will be made to negotiate agreeable settlements before and after the start of the condemnation process.

RECOMMENDATION

Staff recommends approval of right of way acquisition and authorization for potential condemnation for the right of way necessary for CP 11-27.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2022 Transportation Capital Improvement Program (CIP) Budget includes \$325,000 for right of way acquisition in 2023 (see Attachment: Financial Summary). Sufficient funds are available for the recommended right of way acquisition. The County's cost share for the acquisition is 55 percent, with the City responsibilities for 45 percent according to the County cost share policy.

guidelines.

- | | | |
|--|--|---|
| <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, to provide a safe and efficient transportation system, Dakota County and the City Burnsville (City) are proceeding with County Project (CP) 11-27; and

WHEREAS, CP 11-27 is the reconstruction of the intersection of County State Aid Highway (CSAH) 11 and Burnsville Parkway to a roundabout in the City of Burnsville; and

WHEREAS, Dakota County is the lead agency for CP 11-27 with right of way acquisition necessary in 2023 for construction to begin in the winter of 2024; and

WHEREAS, the County has been utilizing public engagement for this project that was initiated with property owner letters, a public open house hosted on May 12, 2022, a pop-up event on July 21, 2022, and multiple listserv project emails; and

WHEREAS, the acquisition from one parcel as identified in Attachment: Acquisition Map is necessary to move forward with CP 11-27; and

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

02-01700-33-020 - H. INC. - Parcel 2

A permanent easement for highway purposes over that part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 115 North, Range 20 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 51 minutes 46 seconds West along the north line of said Northeast Quarter of the Northwest Quarter, a distance of 112.43 feet to the point of beginning of said easement to be described; thence continuing along said north line North 89 degrees 51 minutes 46 seconds West, a distance of 35.12 feet; thence South 04 degrees 36 minutes 22 seconds East, a distance of 180.00 feet; thence North 85 degrees 25 minutes 29 seconds East, a distance of 35.00 feet; thence North 04 degrees 36 minutes 22 seconds West, a distance of 177.11 feet to the point of beginning.

Permanent Easement Area: +/- 6250 square feet

A temporary easement for highway purposes over that part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 115 North, Range 20 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 51 minutes 46 seconds West along the north line of said Northeast Quarter of the Northwest Quarter, a distance of 147.56 feet to the

point of beginning of said easement to be described; thence continuing along said north line North 89 degrees 51 minutes 46 seconds West, a distance of 40.14 feet; thence South 04 degrees 36 minutes 22 seconds East, a distance of 225.00 feet; thence North 85 degrees 25 minutes 29 seconds East, a distance of 75.00 feet; thence North 04 degrees 36 minutes 22 seconds West, a distance of 41.70 feet; thence South 85 degrees 25 minutes 29 seconds West, a distance of 35.00 feet; thence North 04 degrees 36 minutes 22 seconds West, a distance of 180.00 feet to the point of beginning.

Temporary Easement Area: +/- 10393 square feet

; and

WHEREAS, the parcel has been appraised, and offers are being prepared for a total appraised value identified in the confidential spreadsheet; and

WHEREAS, the 2023 Transportation Capital Improvement Program Budget includes sufficient funds for CP 11-27 right of way acquisition; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it is necessary for the County Board to authorize the County Attorney's Office to initiate quick-take condemnation of the parcel to allow for a winter 2024 start date.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised values prepared by Patchin Messner Valuation Counselors for the acquisition of the right of way for County Project 11-27 and authorizes County staff, in its discretion, to share the appraisal data with the respective landowner, including all or portions of the completed appraisals as part of the negotiation process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of right of way for County Project 11-27 at the approved appraised values and, in accordance with County policy, authorizes payment from the 2023 Transportation Capital Improvement Program Budget; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate "quick-take" condemnation of the remaining parcels to allow a winter 2023 start date in the event that timely acquisitions by direct negotiations of all parcels do not appear possible.

PREVIOUS BOARD ACTION

20-154; 3/24/20

21-600; 12/14/21

ATTACHMENTS

Attachment: Project Location

Attachment: Geometric Layout

Attachment: Acquisition Map

Attachment: Financial Summary

Attachment: Confidential Memo (given to Board only)

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|---|----------------------------------|------------------------------|
| <input type="checkbox"/> Inform and Listen | <input checked="" type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input type="checkbox"/> N/A |
|--|---|----------------------------------|------------------------------|

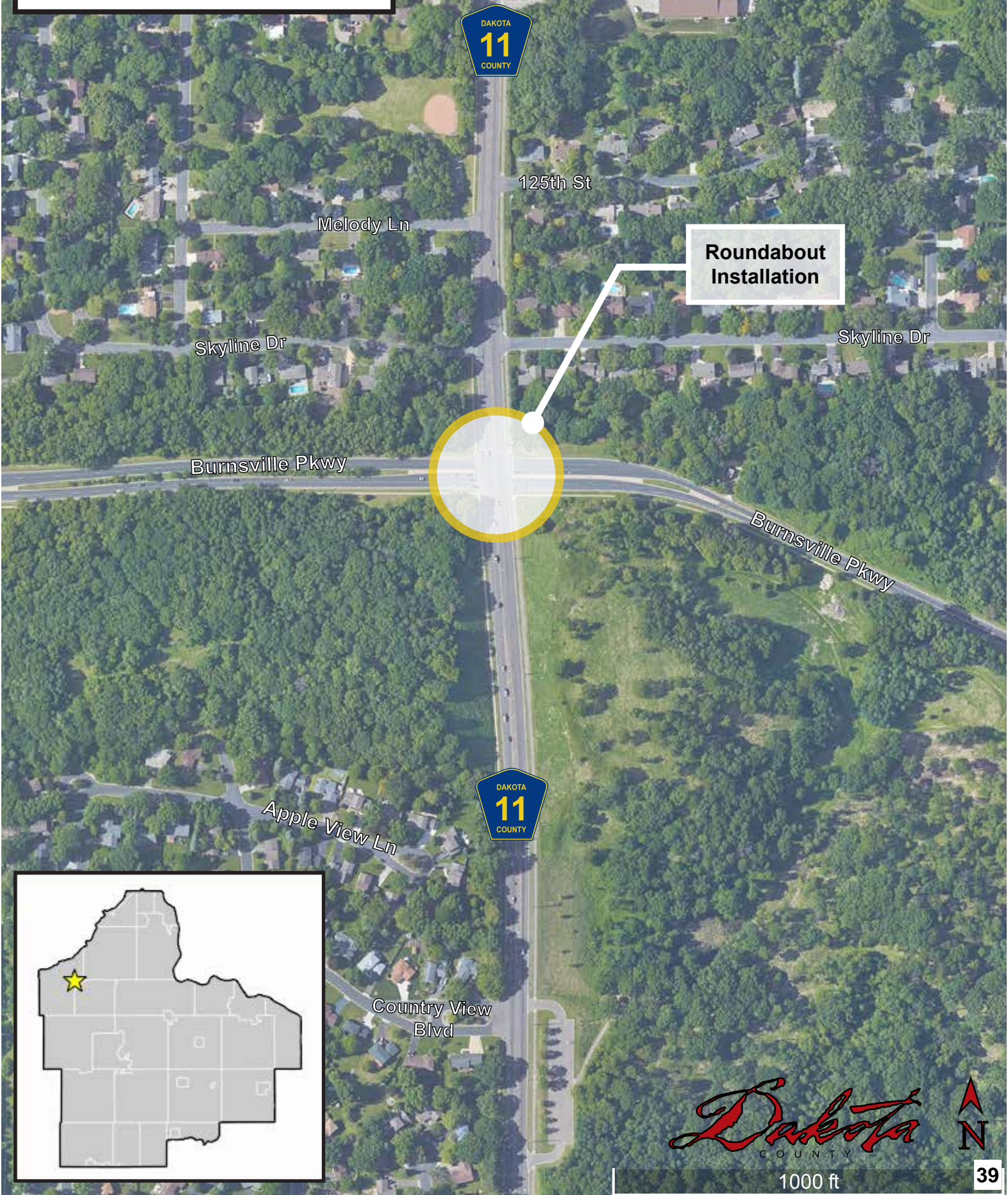
CONTACT

Department Head: Erin Laberee

Author: Tony Wotzka

County Project 11-27

Attachment: Project Location Map



Dakota
COUNTY



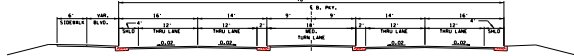
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TYPICAL SECTIONS

ALIGNED TO CENTERLINE

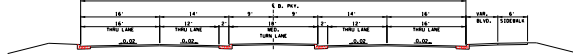
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BURNSVILLE PARKWAY WEST OF CD 11



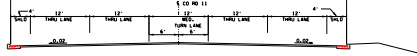
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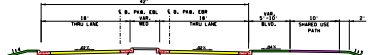
EXISTING TYPICAL SECTION

CD 11



PROPOSED TYPICAL SECTION

BURNSVILLE PARKWAY WEST OF CD 11



PROPOSED TYPICAL SECTION

BURNSVILLE PARKWAY WEST OF CD 11



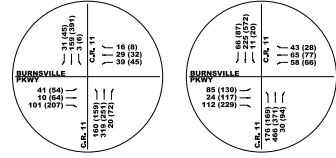
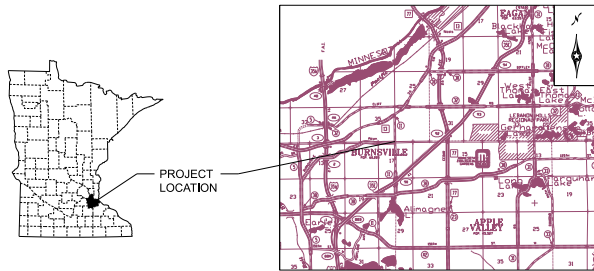
PROPOSED TYPICAL SECTION

CD 11



PROPOSED TYPICAL SECTION

CD 11 ROADWAY AT BURNSVILLE PARKWAY



EXISTING TURNING MOVEMENTS COUNTS

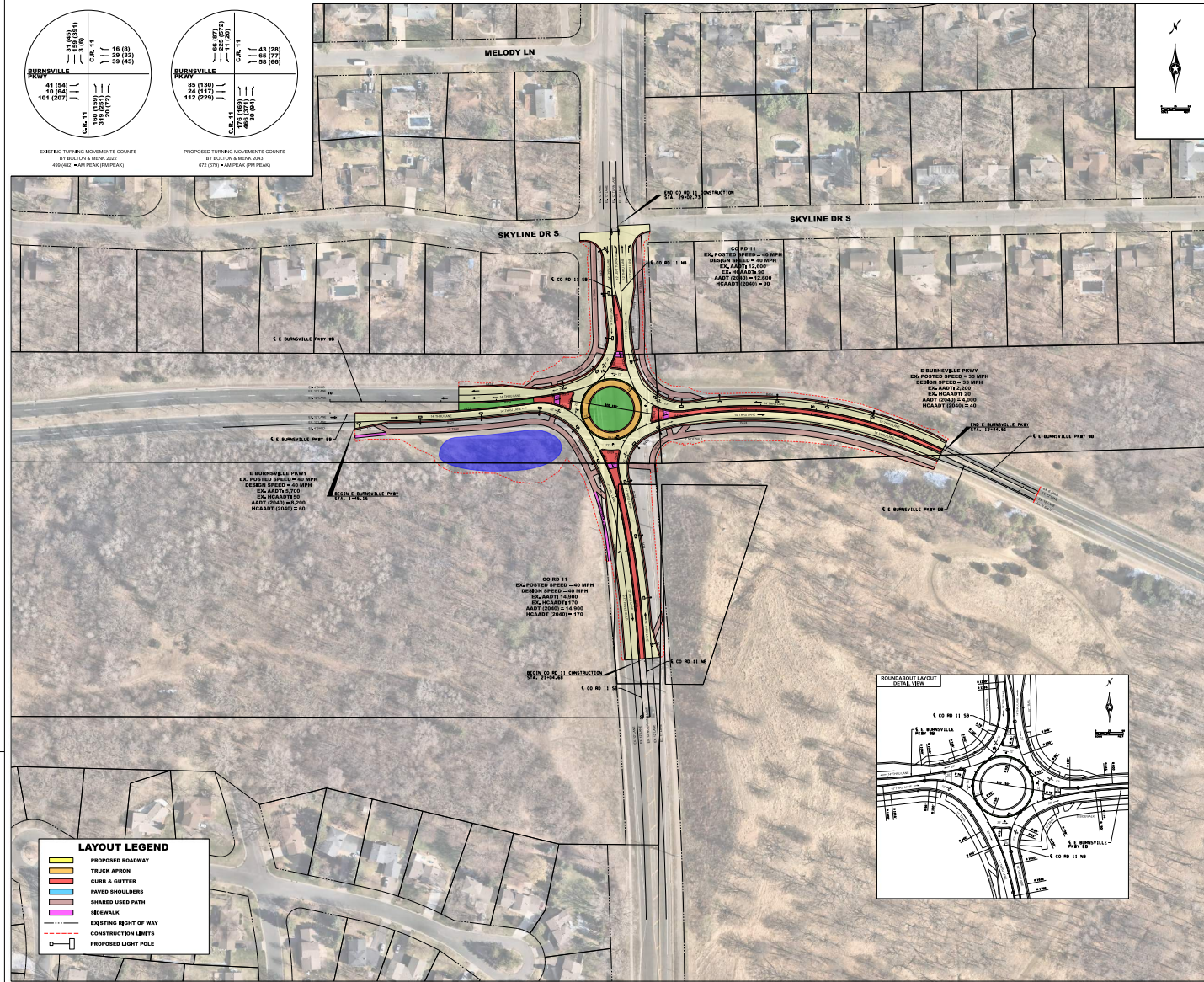
BY SECTION & MOVEMENT

400 (400) • AM PEAK (PM PEAK)

PROPOSED TURNING MOVEMENTS COUNTS

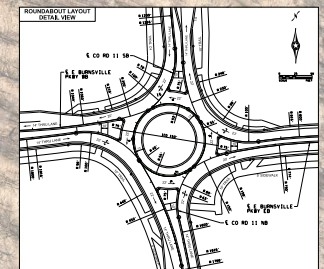
BY SECTION & MOVEMENT

672 (672) • AM PEAK (PM PEAK)

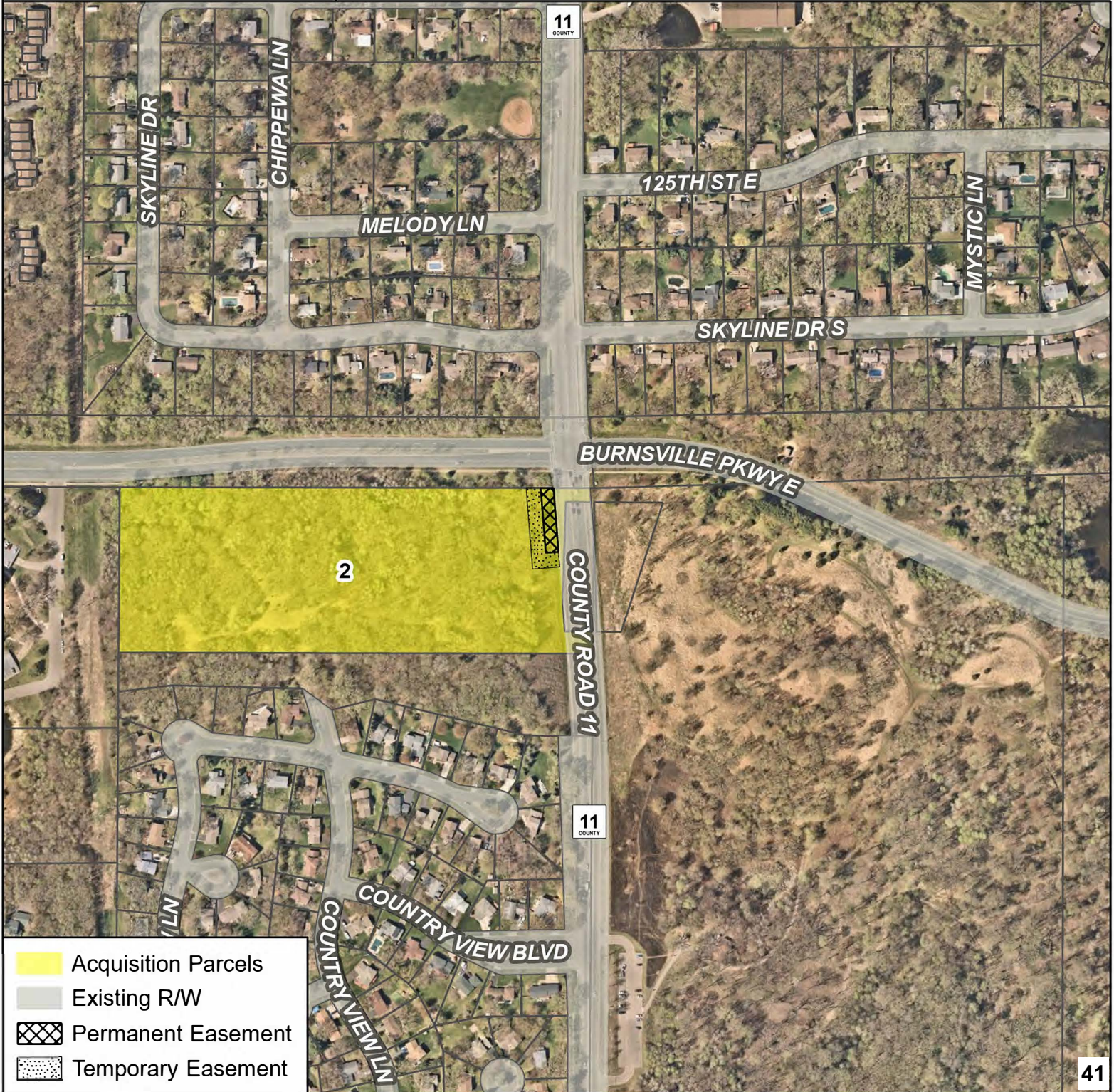
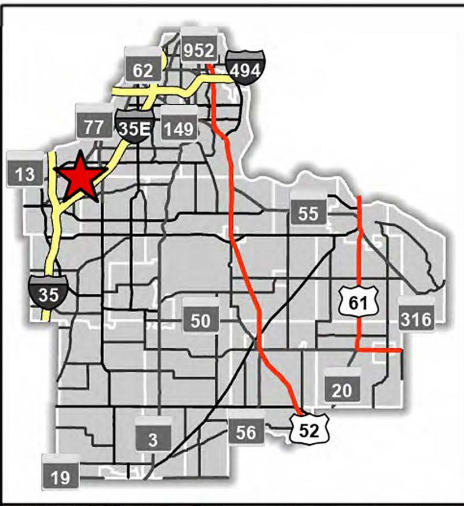


LAYOUT LEGEND

- PROPOSED ROADWAY
- TRUCK APRON
- CURB & GUTTER
- PAVED SHOULDER
- SHARED USED PATH
- SEWER
- EXISTING RIGHT OF WAY
- CONSTRUCTION LIMITS
- PROPOSED LIGHT POLE



C.P. 11-27
Acquisition Map



COUNTY PROJECT T11027 - INTERSECTION RECONSTRUCTION

Year	Expense Budget			Funding Sources Budget						
	Budget	Proposed RBA	Revised Budget	Current County's Share	Proposed RBA	Revised County's Share	Current Non-County Funding	Proposed RBA	Revised Non-County Funding	Total Revised Project Funding
Prior to 2023	330,000	-	330,000	181,500	-	181,500	148,500	-	148,500	330,000
2023 Budget	325,000	-	325,000	178,750	-	178,750	146,250	-	146,250	325,000
2024 Plan	2,100,000	-	2,100,000	385,000	-	385,000	1,715,000	-	1,715,000	2,100,000
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
2027 Plan	-	-	-	-	-	-	-	-	-	-
Current CIP Total	2,425,000	-	2,425,000	563,750	-	563,750	1,861,250	-	1,861,250	2,425,000
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
Total	2,755,000	-	2,755,000	745,250	-	745,250	2,009,750	-	2,009,750	2,755,000



Board of Commissioners

Request for Board Action

Item Number: DC-1844

Agenda #: 8.2

Meeting Date: 3/14/2023

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Award And Execute Contract With The Mathiowetz Construction Co. And Amend Transportation Budget For County State Aid Highway 47 And 85 Intersection Improvement, County Project 47-45

PURPOSE/ACTION REQUESTED

- Award bid and authorize a contract with The Mathiowetz Construction Co. for County Project (CP) 47-45 in Vermillion Township.
- Amend the adopted 2023 Transportation Capital Improvement Program (CIP) Budget

SUMMARY

To promote a safe and efficient transportation system, Dakota County is proceeding with CP 47-45, which is the reconstruction of the intersection of County State Aid Highway (CSAH) 47 (Northfield Boulevard) and 85 (Goodwin Avenue) in Vermillion Township (see Attachment: Location Map). The project was identified through the Rural Intersection Safety Assessment as the long-term approach to improve safety by correcting the skew of the intersection. Construction is scheduled for 2023.

Timeline: Construction is scheduled to begin this summer and be completed by late fall 2023.

Incentive: In accordance with Minnesota Department of Transportation Standard Specifications for Construction, the contractor will be eligible for up to a \$50,000 incentive for actual pavement quality based on density and smoothness specifications. The pavement will be tested following highway construction to determine the amount of the incentive, if any.

Bids Received: Bids were received and tabulated on March 1, 2023. Six bidders submitted bids as follows:

The Mathiowetz Construction Co.	\$2,749,492.76
Northland Grading & Excavating LLC	\$2,890,000.00
S.M. Hentges & Sons, Inc.	\$3,206,185.50
Valley Paving, Inc.	\$3,328,328.00
Meyer Contracting Inc.	\$3,421,258.18
Max Steininger, Inc.	\$4,266,708.91

The engineer's estimate for CP 47-45 is \$4,269,967.40. The lowest responsive and responsible bid is \$2,749,492.76 from The Mathiowetz Construction Co., which is 35.6 percent under the estimate. Staff

has reviewed the bids and determined that the low bid was competitive at the time of bidding.

The 2023-2027 Dakota County Capital Improvement Project (CIP) includes \$500,000 for design and right of way (ROW) acquisition and \$2 million for construction (\$2.5 million total). The estimated total construction including pavement incentives (\$50,000), testing (\$13,747), and potential contract changes (\$137,475) is \$2,950,715. To date, design and ROW acquisitions costs are estimated at \$223,780. Total estimated project cost (design, ROW, and construction) is \$3,174,495. A budget amendment of \$674,495 is requested.

RECOMMENDATION

Staff recommends awarding the bid to and authorizing execution of a contract with The Mathiowetz Construction Co. and amending the 2023 Transportation CIP budget.

EXPLANATION OF FISCAL/FTE IMPACTS

The Adopted 2023 Transportation CIP includes \$2,000,000 for construction. A budget amendment of \$674,495 is requested to execute the construction contract. Sufficient funds exist in the Transportation Fund Balance for the additional funds needed to award the construction contract.

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

RESOLUTION

WHEREAS, Dakota County is proceeding with County Project (CP) 47-45; and

WHEREAS, CP 47-45 is the reconstruction of the intersection of County State Aid Highway (CSAH) 47 (Northfield Boulevard) and CSAH 85 (Goodwin Avenue) in Vermillion Township; and

WHEREAS, CP 47-45 is scheduled for construction in 2023; and

WHEREAS, the 2023 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$2,000,000 for the construction of CP 47-45; and

WHEREAS, the adopted 2023 Transportation CIP budget includes sufficient funds in its County Fund balance budget; and

WHEREAS, the bid of The Mathiowetz Construction Co. in the amount of \$2,749,492.76 was the lowest responsive and responsible bid received; and

WHEREAS, The Mathiowetz Constuction Co. will be eligible for up to a \$50,000 incentive for constructing pavement that exceeds density and smoothness specifications; and

WHEREAS, the estimated total construction cost is \$2,950,715, including pavement incentives, testing, and potential contract changes; and

WHEREAS, the 2023 Transportation Capital Improvement Program (CIP) Budget requires amendment for CP 47-45 in order to proceed with the construction contract; and

WHEREAS, the Transportation CIP County Fund balance contains sufficient funds to account for the

budget amendment of CP 47-45 in the amount of \$674,495 bringing the total project budget to \$3,174,495; and

WHEREAS, staff recommends awarding the bid to and authorizing execution of a contract with The Mathiowetz Construction Co. and amending the 2023 Transportation CIP.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the bid and authorizes the Physical Development Director to execute a contract with The Mathiowetz Construction Co. for County Project 47-45 in the amount of \$2,749,492.76 based on their low bid, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract amount may be increased by up to \$50,000.00 for additional costs of pavement incentives met by The Mathiowetz Construction Co., as specified in the contract documents; and

BE IT FURTHER RESOLVED, That the 2023 Transportation Capital Improvement Program Adopted Budget is hereby amended as follows:

Expense

County Project 47-45	<u>\$674,475</u>
Total Expense	\$674,475

Revenue

County Funds	<u>\$674,475</u>
Total Revenue	\$674,475

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

Attachment: Financial Summary

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

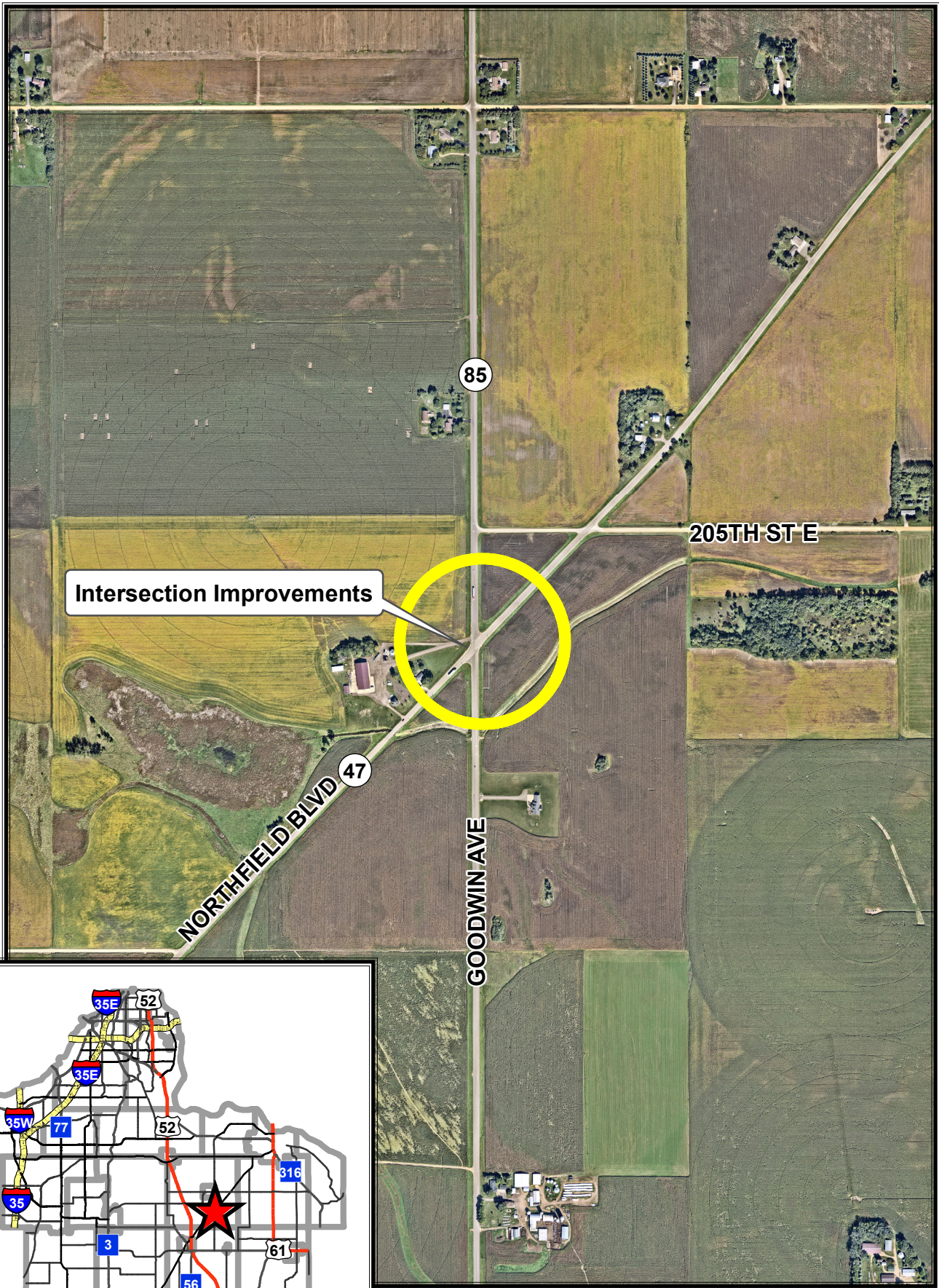
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|--|---|----------------------------------|------------------------------|
| <input type="checkbox"/> Inform and Listen | <input checked="" type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input type="checkbox"/> N/A |
|--|---|----------------------------------|------------------------------|

CONTACT

Department Head: Erin Laberee

Author: Jenna Fabish

Prepared by Dakota County Physical Development Division



County Project 47-45

Project 47-45

Year	Expense Budget			Funding Sources						
	Budget	Proposed RBA	Revised Budget	County's Share	Proposed RBA	Revised County's Share	Non-County Funding	Proposed RBA	Revised Non-County Funding	Total Revised Project Funding
Prior to 2023	2,000,000		2,000,000	1,980,000		1,980,000	20,000		20,000	2,000,000
2023 Budget	-	-	-	-	-	-	-	-	-	-
2024 Plan	-		-	-	-	-	-	-	-	-
2025 Plan	-		-	-	-	-	-	-	-	-
2026 Plan	-		-	-	-	-	-	-	-	-
2027 Plan	-		-	-	-	-	-	-	-	-
Current CIP Total	-	-	-	-	-	-	-	-	-	-
Costs Beyond Current CIP	-		-	-		-	-		-	-
Total	2,000,000	-	2,000,000	1,980,000	-	1,980,000	20,000	-	20,000	2,000,000



Board of Commissioners

Request for Board Action

Item Number: DC-1858

Agenda #: 8.3

Meeting Date: 3/14/2023

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Encroachment Agreement With Northern States Power Company For County State Aid Highway 33 And 140th Street/Connemara Trail Roundabout Improvement, County Project 33-15

PURPOSE/ACTION REQUESTED

Authorize an encroachment agreement with Northern States Power Company (NSP) for the encroachment of private utilities on County State Aid Highway (CSAH) 33 for County Project (CP) 33-15 in the cities of Apple Valley and Rosemount.

SUMMARY

To provide a safe and efficient transportation system, Dakota County and the Cities of Apple Valley and Rosemount are proceeding with CP 33-15, which includes the construction of a single-lane roundabout at CSAH 33 (Diamond Path) and 140th Street/Connemara Trail, restriping 140th Street as a three-lane roadway from CSAH 31 (Pilot Knob Road) to CSAH 33, pavement preservation work on CSAH 33 from CSAH 42 (150th Street) to 140th Street/Connemara Trail, and restriping CSAH 33 from 145th Street to 140th Street/Connemara Trail as a two-lane roadway with turn lanes (see Attachment: Location Map). Dakota County is the lead agency, with construction planned for the summer of 2023.

Northern States Power Company owns an electrical transmission line and poles within their 33- to 50-foot-wide easement that runs north-south along the east side of CSAH 33. Portions of the CSAH 33 and 140th Street/Connemara Trail roundabout will be constructed within NSP's existing transmission line easement (see Attachment: Transmission Line Crossing). Since the easement is owned by NSP, an encroachment agreement is required for the roundabout improvements. Relocation or adjustment of the transmission line or poles is not required with the project.

Encroachment Agreement:

The basic terms of the proposed encroachment agreement with NSP for CP 33-15 include:

- Approve the encroachment of improvements on CP 33-15 within the existing NSP easement.
- Approve the construction details proposed by the County, such as cross-section depth/surfacing and locations of lighting.
- Describe the insurance coverage the County shall procure or cause its contractors to procure during construction.
- Indemnify and hold harmless NSP and other listed parties against any and all claims/liabilities arising from the project. This is a contractual obligation that is not subject to the tort liability

limitation.

RECOMMENDATION

Staff recommends execution of an encroachment agreement with NSP, identifying the responsibilities of the County associated with encroachment of CP 33-15 on the electrical transmission line easement to proceed with CP 33-15.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2023 Transportation Capital Improvement Program includes \$3,748,000 for construction (see Attachment: Financial Summary). Project costs will be split between the County and cities in accordance with County policy.

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the Cities of Apple Valley and Rosemount are proceeding with County Project (CP) 33-15; and

WHEREAS, CP 33-15 will construct a single-lane roundabout at County State Aid Highway (CSAH) 33 (Diamond Path) and 140th Street/Connemara Trail, restripe 140th Street as a three-lane roadway from CSAH 31 (Pilot Knob Road) to CSAH 33, complete pavement preservation work on CSAH 33 from CSAH 42 (150th Street) to 140th Street/Connemara Trail, and restripe CSAH 33 from 145th Street to 140th Street/Connemara Trail as a two-lane roadway with turn lanes; and

WHEREAS, to address the purpose and need for this Project, safety will be improved along the corridor by constructing a single-lane roundabout at CSAH 33 and 140th Street/Connemara Trail, reducing the number of lanes on 140th Street from CSAH 31 to CSAH 33 and on CSAH 33 from 145th Street to 140th Street/Connemara Trail and adding turn lanes; and

WHEREAS, Dakota County and the Cities of Apple Valley and Rosemount are partnering on the Project; and

WHEREAS, portions of the CSAH 33 and 140th Street/Connemara Trail roundabout will cross Northern States Power Company's (NSP) existing electrical transmission line easement that runs north-south along the east side of CSAH 33; and

WHEREAS, NSP's electrical transmission line and poles are within their own easement at the crossing locations of the CSAH 33 and 140th Street/Connemara Trail roundabout; and therefore, an encroachment agreement is needed to complete the CP 33-15 work within the easement; and

WHEREAS, in order to proceed with the project, NSP is requesting that Dakota County execute an encroachment agreement with NSP to identify responsibilities and approved encroachments associated with CP 33-15 crossing the NSP easement; and

WHEREAS, staff recommends execution of an encroachment agreement with NSP identifying the responsibilities of the County and NSP associated with encroachment of CP 33-15 on the electrical transmission line easement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an encroachment agreement with Northern States Power Company for the portion of County State Aid Highway 33 within Northern States Power Company's electrical transmission line easement, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

Attachment: Transmission Line Crossing

Attachment: Financial Summary

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☒ Discuss

☐ Involve

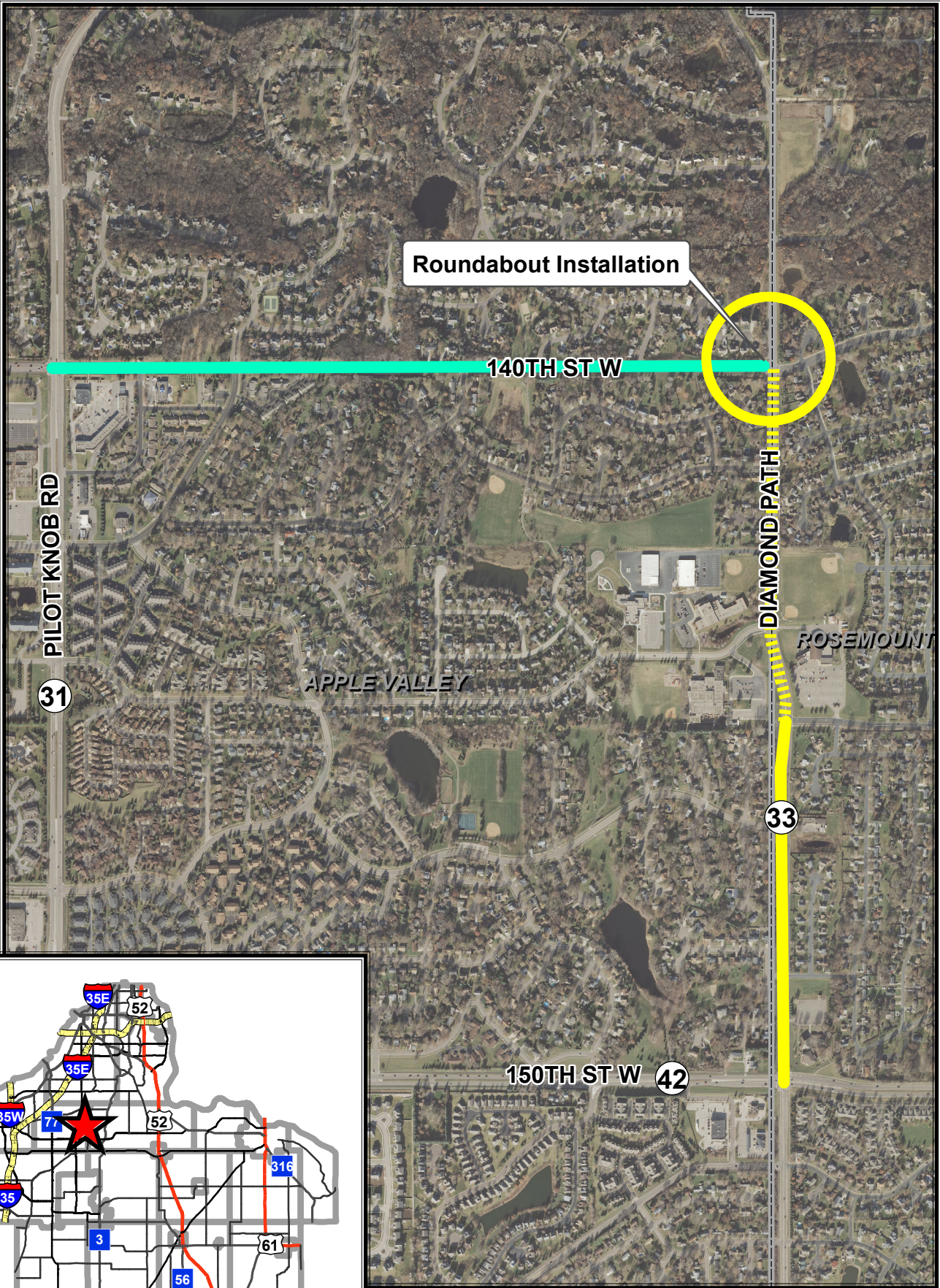
☐ N/A

CONTACT

Department Head: Erin Laberee

Author: Jenna Fabish

Prepared by Dakota County Physical Development Division



Roundabout Installation

140TH ST W




DIAMOND PATH

APPLE VALLEY

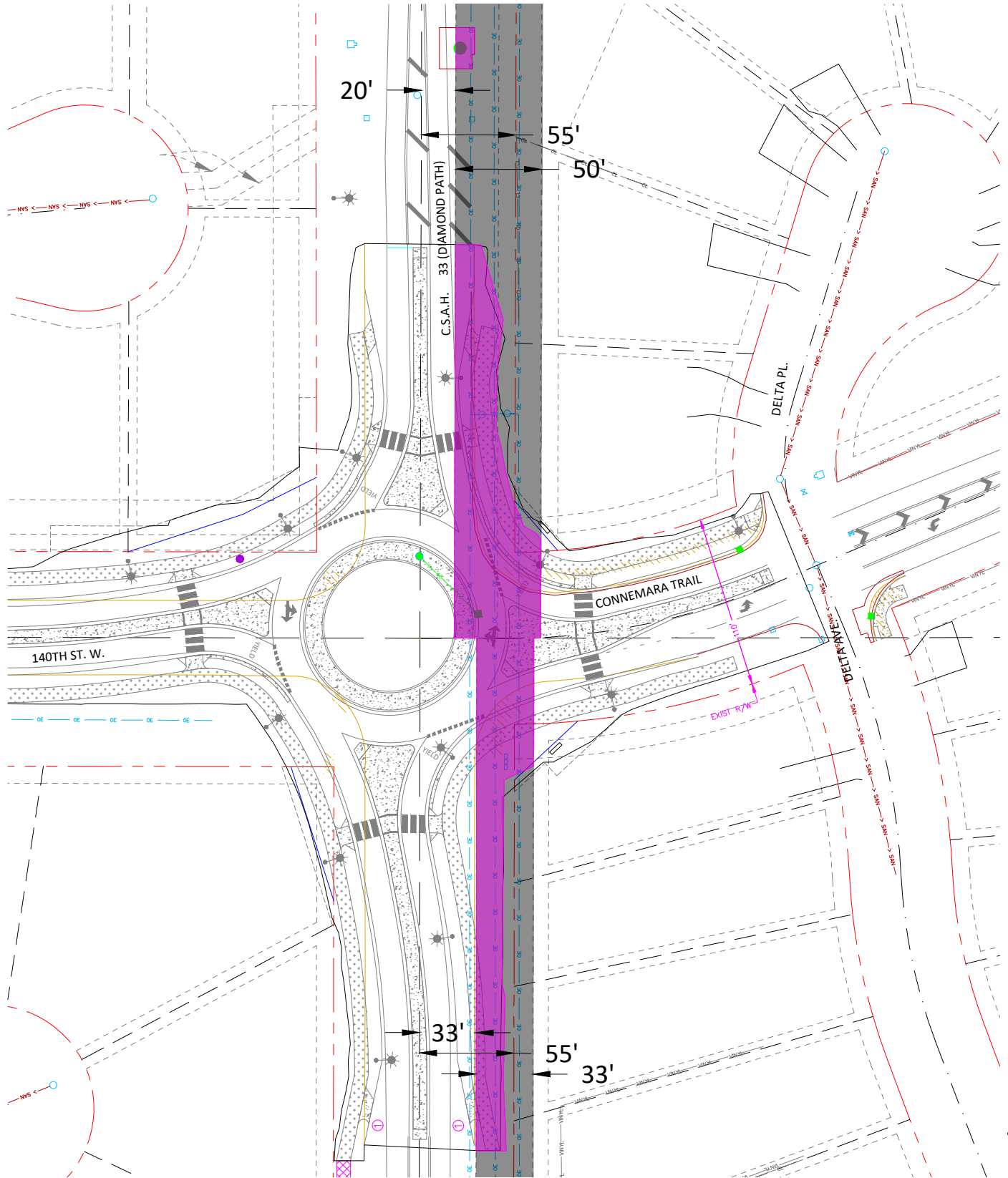
ROSEMOUNT

150TH ST W

County Project 33-15

-  Dakota County Pavement Preservation
-  Dakota County 2-Lane Restriping & Pvmnt Preservation
-  City 3-Lane Restriping

C.S.A.H. 33 (DIAMOND PATH) & 140TH ST.



LEGEND:

- XCEL EASEMENT AREA
- EASEMENT IMPACT AREA

0 40 80
HORZ.

ENCROACHMENT EXHIBIT

County Project 33-15

Year	Expense Budget			Funding Sources Budget						
	Budget	Proposed RBA	Revised Budget	Current County's Share	Proposed RBA	Revised County's Share	Current Non-County Funding	Proposed RBA	Revised Non-County Funding	Total Revised Project Funding
Prior to 2023	650,000	-	650,000	357,500	-	357,500	292,500	-	292,500	650,000
2023 Budget	3,748,000	-	3,748,000	2,780,100	-	2,780,100	967,900	-	967,900	3,748,000
2024 Plan	-	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
2027 Plan	-	-	-	-	-	-	-	-	-	-
<i>Current CIP Total</i>	<i>3,748,000</i>	<i>-</i>	<i>3,748,000</i>	<i>2,780,100</i>	<i>-</i>	<i>2,780,100</i>	<i>967,900</i>	<i>-</i>	<i>967,900</i>	<i>3,748,000</i>
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
Total	4,398,000	-	4,398,000	3,137,600	-	3,137,600	1,260,400	-	1,260,400	4,398,000



Board of Commissioners

Request for Board Action

Item Number: DC-1878

Agenda #: 8.4

Meeting Date: 3/14/2023

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Final Plats Recommended By Plat Commission

PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

SUMMARY

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County's access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review, as shown on the meeting notes and location maps see (Attachments: Meeting Notes and Location Maps).

RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

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

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

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

WHEREAS, the final plat approval by the County Board is subject to the conditions established by

the Plat Commission review; and

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

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

VERMILLION COMMONS 2ND ADDITION

Farmington

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Maps

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

DAKOTA COUNTY PLAT COMMISSION MEETING SUMMARY

February 15, 2023

The Plat Commission meeting began at 2:00 p.m. via Zoom. Members present included: Kurt Chatfield, Scott Peters, Jake Chapek, Tom Bowlin. Others present: Butch McConnell, Gina Mitteco

Plat Name:	VERMILLION COMMONS 2ND ADDITION
PID:	147770000010
City:	Farmington
County Road:	CSAH 31 (Denmark Ave.)/ 220th Street West (Future CR)
Current ADT (2017):	7,400 / NA
Projected ADT (2040):	5,400 / NA
Current Type:	3-lane / 2-lane
Proposed Type:	3-lane / 4-lane
R/W Guideline:	60ft ½ R/W / 75ft ½ R/W
Spacing Guideline:	¼ mile full access / ½ mile full access
Posted Speed Limit:	50 mph / NA
Proposed Use:	Residential
Status:	Preliminary
Location:	SE ¼, Sec 36-114-20
Attendance (02/15/23):	N/A

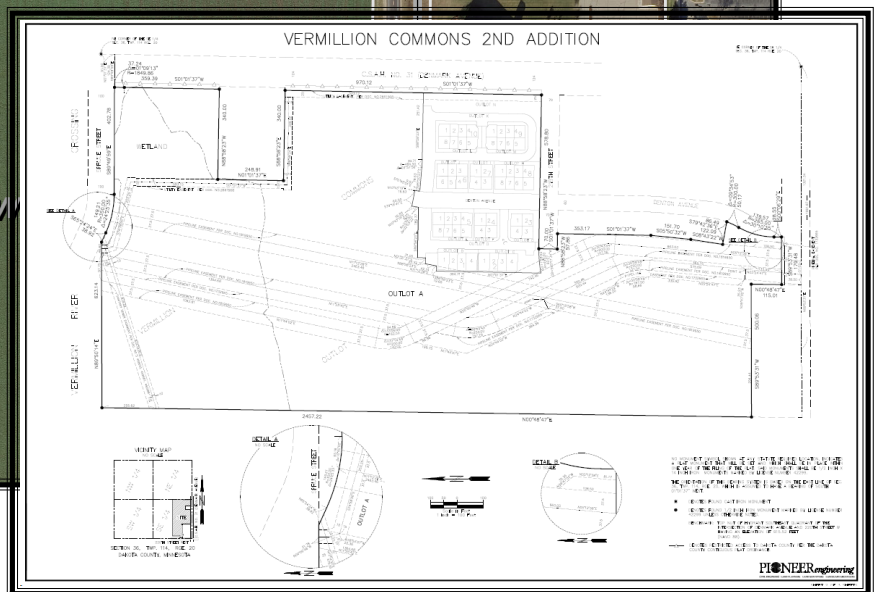
REVIEW 02/15/23:

The proposed plat is a replat of VERMILLION COMMONS ADDITION. The right-of-way needs have been met along CSAH 31 and Future County Road (220th Street). Restricted access is shown along CSAH 31 and Future CR (220th Street) per doc. 3547660.

A proposed 25-foot trail easement is planned along the westerly right of way of CSAH 31. Dakota County supports the easement but also recommends extending the proposed trail easement to Spruce Street to accommodate a future trail lying north of the fire station. Dakota County recommends a Trail, Drainage, and Utility (TDU) easement document to be recorded along with the plat mylars. Dakota County will provide a template to the city for the TDU document language.

RECOMMENDED 02/15/23:

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.





Board of Commissioners

Request for Board Action

Item Number: DC-1953

Agenda #: 8.5

Meeting Date: 3/14/2023

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Submit Minnesota GreenCorps Host Site Application To Minnesota Pollution Control Agency For Minnesota GreenCorps Member And If Awarded, Authorization To Execute Host Site Agreement

PURPOSE/ACTION REQUESTED

Authorize submission of a Minnesota GreenCorps Host Site Application to the Minnesota Pollution Control Agency (MPCA) for a Minnesota GreenCorps Waste Reduction, Recycling, and Organics Management Member (Member) to support Dakota County's waste reduction programs. If awarded, authorize the Environmental Resources Director to execute the Host Site Agreement.

SUMMARY

The MPCA, in partnership with the AmeriCorps Program, developed the Minnesota GreenCorps Program (Program), a statewide initiative to preserve and protect Minnesota's environment while training a new generation of environmental professionals. The Program places AmeriCorps members with host sites to assist local governments in addressing environmental priorities. Waste reduction is an application focus area for 2023. The MPCA administers the recruitment and application process and provides funding for Member positions to serve approximately 40 hours per week at host sites for 11 months. Government agencies (local, regional, state, and tribal), school districts, public education institutions, and non-profits are eligible to submit a Host Site Application to host Members.

Staff proposes to submit a Host Site Application to apply for a GreenCorps Member to help support waste reduction strategies in the County Board approved 2018-2038 Dakota County Solid Waste Master Plan (Master Plan). This effort is in support of Dakota County Solid Waste Plan Source Reduction and Reuse strategy 1D to "implement standards for environmentally-preferable practices that reduce waste and increase reuse in County operations," strategy 3 to "implement public entity waste reduction and reuse programs," and strategy 4 to "to implement residential waste reduction and reuse programs." In addition, this effort supports the County Board's adopted Strategic Plan Goals for a healthy environment with quality natural areas and a successful place for businesses and jobs.

Proposed GreenCorps Member activities in the Host Site Application help expand reuse opportunities in County operations, facilitate research and implementation of best practices for resident education and outreach to increase reuse in the community, and provide resources to public schools to improve reuse. The Application deadline is March 14, 2023. The MPCA anticipates approving 40-50 Applications in mid-2023, with Member projects beginning in September 2023 and ending in August 2024.

If chosen, Dakota County will need to enter into a Host Site Agreement with the MPCA. Dakota County has been selected as a host site for a Member four times since 2013.

RECOMMENDATION

Staff recommends applying to be a host site with the MPCA to host a Member.

EXPLANATION OF FISCAL/FTE IMPACTS

There is no financial commitment to participate in the Program; however, Dakota County is expected to provide in-kind contributions in the form of supervision (0.10 full-time equivalent) and operating and equipment costs associated with hosting a Member. In-kind contributions and supervision will be provided by staff. Additionally, the Member would be reimbursed for mileage at the approved County rate from the approved Environmental Resources Department budget.

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

RESOLUTION

WHEREAS, the County Board adopted Strategic Plan Goals for a healthy environment with quality natural areas and a successful place for business and jobs; and

WHEREAS, the Dakota County Solid Waste Master Plan (Master Plan) was adopted by Resolution No. 18-493 (September 18, 2018) and includes strategies to implement waste reduction and reuse programs; and

WHEREAS, the Minnesota Pollution Control Agency (MPCA), in partnership with the AmeriCorps Program, has developed the Minnesota GreenCorps Program (Program), a statewide initiative to preserve and protect Minnesota's environment while training a new generation of environmental professionals; and

WHEREAS, the MPCA Minnesota GreenCorps Program aligns directly with the County's Strategic Plan Goal and Master Plan waste reduction and reuse strategies; and

WHEREAS, staff proposes to apply to be a Host Site for a Minnesota GreenCorps Member to help support County waste reduction and reuse program efforts; and

WHEREAS, the Host Site Application deadline is March 14, 2023, for Minnesota GreenCorps Member projects that begin in September 2023 and end in August 2024, and

WHEREAS, Dakota County is expected to provide in-kind contributions in the form of supervision (0.10 full-time equivalent) and operating and equipment costs associated with hosting a Minnesota Green Corps Member; and

WHEREAS, staff is committed to implementing the proposed project as described in the host site application.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit a Host Site Application for a Minnesota GreenCorps Waste Reduction,

Recycling, and Organics Member for September 2023 to August 2024 services; and

BE IT FURTHER RESOLVED, That, if the application is awarded, the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a Host Site Agreement with the Minnesota Pollution Control Agency, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

18-493; 9/18/18

ATTACHMENTS

Attachment: MN GreenCorps Host Site Application

BOARD GOALS

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

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

CONTACT

Department Head: Nikki Stewart

Author: Renee Burman



Instructions: The Minnesota GreenCorps (MN GreenCorps) program is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). **Please complete the application, answer all questions, and send via email to mngreencorps.pca@state.mn.us.** For more information, refer to the *Minnesota GreenCorps host site application guide*. Applications must be submitted electronically by **5:00 p.m. Central Time on Tuesday, March 14, 2023**. For first time applicants, this application may take up to 40 hours to complete.

Important notes:

- MN GreenCorps host sites must have at least one full-time paid employee. The minimum supervision requirement is an average of at least four (4) hours per week for the duration of the program year. Supervisors must undergo AmeriCorps required criminal history checks including an FBI fingerprint check. Supervisor time is required as in-kind match.
- MN GreenCorps host sites must contribute \$300 to member professional development (training, conference registration, networking events, or other opportunities). This contribution is required as in-kind match.
- Host sites are required to provide reasonable workspace for the members to complete their projects tasks, including a dedicated desk, phone, computer, and email account.
- Per AmeriCorps regulations, host sites cannot provide financial contributions to the member; supplementing the member stipend or other costs of living (e.g., paying housing) is prohibited.
- Member activities may not include assisting organizations with meeting requirements, coming into compliance, or avoiding fines from local, state, or federal laws or regulations.
- Operation of the 2023-2024 program year is contingent on funding. Confirmation of funds may not be available before the application deadline.

I. Applicant and project informationName of legal applicant organization: Dakota County Environmental Resources DepartmentMailing address: 14955 Galaxie Ave.City: Apple Valley State: MN Zip code: 55104Applicant contact: Jenny Kedward Title: Environmental SpecialistPhone: 952-891-7043 Email: jenny.kedward@co.dakota.mn.usWebsite address: www.dakotacounty.usWhat type of host site is your organization (check one): ☐ New ☒ Current or past host site**Please indicate your organization type:**

- ☒ Government agency (local, regional, state, tribal, or federal)
(Examples include cities, counties, tribal governments, park districts, regional planning organizations, watershed districts, etc.)
- ☐ School district
- ☐ 501(c) (3) non-profit organization (**Note:** you must submit proof of 501(c) (3) status with your application)
- ☐ Not-for-profit institutions of higher education

Please indicate the member position type for which you are applying (must only select one). Details of the member position descriptions can be found in the *Minnesota GreenCorps host site application guide*.

- ☐ Air Pollutant Reduction
- ☐ Community Readiness and Outreach
- ☐ Green Infrastructure Improvements
- ☒ Waste Reduction, Recycling, and Organics Management

II. Narrative questions

Before responding to the following questions in the text box provided, review the pre-scoped position description and member prohibited activities (under section II of the *Minnesota GreenCorps host site application guide*).

Examples of prohibited member activities include attempting to influence legislation, advocating for or against proposed legislation, providing a direct benefit to a for-profit business, writing a grant application to any federal agency, or performing clerical work or research unless such activities are incidental to the member's direct service activities. AmeriCorps members cannot displace or replace previously employed, striking, or laid-off workers (see the *Non-displacement policy* of the *Host site application guide*).

Project scope and outcomes

1. In one sentence, please summarize the goal of the proposed member project and associated activities (e.g., support shoreland protection and restoration through shoreline buffer implementation, landowner outreach, and monitoring in partnership with the watershed district):

Dakota County would like a Member to help implement and evaluate ways to reduce waste through reuse activities in Dakota County facilities, homes, and schools.
2. Indicate performance measures that the project aligns with by checking the corresponding box. The service project may address any of the performance measures in any of the categories. Host site organizations will be selected in part for their commitment and ability to contribute to program outcomes and performance measures. **Projects must align with at least one performance measure outlined below**; alignment with two or more measures is encouraged.

Air

- ☐ *Improve air quality:* Members will implement measures and education aimed at reducing air pollutants by reducing vehicle miles traveled, supporting vehicle electrification, and/or promoting green transportation.
- ☐ *Retrofit public structures:* Members will apply energy conservation measures to improve the performance of public buildings/structures. Retrofitted structures will result in reduced energy consumption and/or reduced energy costs.

Land and water

- ☐ *Reduce nutrient pollution:* Members will implement nutrient reduction efforts, resulting in pounds of phosphorus removed, pounds per year of total suspended solids (TSS) removed, and/or chloride reduction.
- ☐ *Improve public lands:* Members will implement best management practices to treat and improve acres of public lands through activities, such as removing invasive species, planting native trees, seeding prairie, etc.

Waste reduction

- ☐ *Reduce food waste through organics recycling:* Members will implement residential or institutional waste prevention or organics recycling, resulting in pounds of organics prevented or diverted from the waste stream.
- ☒ *Divert waste:* Members will integrate sustainable waste management practices into daily operations at host site and community facilities to recycle, compost, prevent, or otherwise divert material from the waste stream.

Outreach and education

- ☐ *Educate or train individuals in environmental stewardship:* Members will educate and/or train individuals on environmental stewardship to improve land, air, and water quality.
- ☒ *Motivate individuals to change behavior:* Members will provide education and training that will result in individuals changing behavior or making a promise or pledge to change behavior to lessen environmental impact.
- ☐ *Mobilize and/or engage volunteers in community service projects:* Members will recruit, train, and/or engage community members in local service projects.

Other

- ☒ This project engages areas of environmental justice concern, per the *EJ Story map* found on the MPCA's website <http://mpca.maps.arcgis.com/apps/MapSeries/index.html?appid=f5bf57c8dac24404b7f8ef1717f57d00>.
- ☐ This project addresses chloride reduction (i.e., road salt and water softeners)

Work plan

Complete the table below outlining a work plan for the proposed member position. Members serve a total of 1,700 hours from September 2023 to August 2024, host site service activities total ~1,400 hours, and the remaining ~300 hours are allocated for professional development. See the *Minnesota GreenCorps host site application guide* to reference the pre-scoped member position description and review the types of allowable activities. See sample work plans on the MN GreenCorps website at <http://www.pca.state.mn.us/mngreencorps>.

Member activities	Outputs and Outcomes	Estimated number of hours
<p>Activity 1. Expand reuse opportunities in County operations.</p> <p>1a. Pilot system of office supplies and equipment reuse in one department.</p> <p>1b. Create mechanism for office supply exchange at the Dakota County Western Service Center.</p> <p>1c. Update guidance on office cleanouts including reuse.</p> <p>1d. Update Low-waste Meetings Kit and staff intranet information.</p> <p>1e. Pilot reusables (e.g., cups) at one event hosted by Dakota County Parks.</p>	<p>OUTPUTS</p> <p>Signs and guidance to launch reuse areas in different departments</p> <p>Interview department admins regarding reuse</p> <p>Office cleanout guidance and intranet content</p> <p>Updated Low-waste Meeting Kit, intranet content</p> <p>Establish at least 1 centralized reuse location</p> <p>Assist at 1 office cleanout (if available)</p> <p>Pilot reusables for at least 1 Park event</p> <p>OUTCOMES</p> <p>Lower purchasing of office supplies</p> <p>Decreased trash at meetings, events</p>	600 hours
<p>Activity 2. Research and implement residential reuse outreach and education</p> <p>2a. Research best practices to connect residents with reuse activities.</p> <p>2b. Provide residents reuse information to avoid buying new (e.g., buying used, renting, sharing) and promote repair and reuse businesses in the community.</p> <p>2c. Develop residential challenge to encourage buying fewer new items (e.g., Low-waste challenge).</p> <p>2d. Improve access to more items than books through the Dakota County Library system.</p>	<p>OUTPUTS</p> <p>Assist in purchasing sharable items to be used in Library system</p> <p>Updated tabling kit for reuse programs</p> <p>Educate residents at 10 community events (tabling, presentations, displays)</p> <p>Presentations and talking points for reuse education</p> <p>Guidance/research on residential challenges</p> <p>Recordings/presentations</p> <p>Conduct 1 challenge</p> <p>OUTCOMES</p> <p>Community connections to neighbors, businesses</p> <p>Confidence, knowledge on fixing/mending</p> <p>Higher attendance at Fix-It Clinics</p> <p>Increased donations of items locally</p> <p>Lower waste in residential homes</p>	600 hours
<p>Activity 3. Provide resources to expand programs within schools to include waste reduction and reuse.</p> <p>3a. Assist schools for end-of-the-year locker and desk cleanouts.</p> <p>3b. Assist in educating parents and schools on low-waste lunches brought from home.</p> <p>3c. Engage high school students on repairing their items.</p> <p>3d. Research if previous waste reduction efforts in meal pack programs have been maintained.</p>	<p>OUTPUTS</p> <p>Conduct 2 end-of-year cleanouts</p> <p>Host 1 mending/repair event at a high school</p> <p>Updated locker/desk cleanout guide</p> <p>Low-waste lunch handout, webpage content</p> <p>Research, engage high school student to understand motivations for repairing items</p> <p>Expand or update reusable products in meal pack programs</p> <p>OUTCOMES</p> <p>High schoolers empowered to repair, mend</p> <p>Increased purchase of used items</p> <p>Lower purchase of school supplies at schools</p> <p>Understanding of options for packing low-waste home lunches</p>	120 hours

Member activities	Outputs and Outcomes	Estimated number of hours
Activity 4. General job training Dakota County training Vehicle training Online safety training Other training that is deemed necessary In-field ride-alongs to understand what department functions Attend the Recycling Ambassadors 6-week class	Member understands standard operating procedures at Dakota County Member allowed to drive county vehicles Member improves skills for future employment Understanding and improvement of job skills	80 hours

Community need/involvement

1. Describe how the proposed project will serve under-represented, economically disadvantaged, or rural populations. The MN GreenCorps program prioritizes host site projects that support communities with higher concentrations of low-income residents and people of color, including tribal communities. The MPCA's criteria and interactive mapping tool are on the [MPCA's website](#).

Dakota County is home to many pockets of under-represented and economically disadvantaged residents in almost every large city. The residential outreach work proposed will highlight reuse options like repair, rental, and sharing in these neighborhoods.

The library(ies) chosen to pilot new shared items will be chosen in locations where nearby residents of lower income can access them.

Research and interviews of any residents will include those typically not represented in feedback, so that final guidance and policies will be created with all populations in mind.

Schools testing pilots and best practices will be chosen based on need and student population. At least one school will be in an area of higher population of people of color and/or economically disadvantaged. Items saved during end-of-year cleanouts will be used by the school and/or families to reduce financial barriers for the following school year. Parents in lower-income households will be included in feedback to understand motivations to reusable vs. disposable items and to have final resources culturally relevant.

2. How will the proposed MN GreenCorps member position engage community members and/or mobilize volunteers?

The Member will work with community members for education and outreach tasks. Tabling events and presentations will involve different partners such as Dakota County Libraries, Parks, farmers markets, and community events.

Opportunities will be identified and pursued to engage community members, including mobilizing Dakota County Recycling Ambassador volunteers to assist at Parks events, tabling outreach, and school reuse pilots.

School staff, teachers, and students will be involved in reuse projects for end-of-year cleanouts, low-waste lunches, and general feedback.

3. If the member project requires support from other partners, either internally or externally, please list these partners below, and describe how the partnership will work. *As applicable, to demonstrate a commitment by these partner, provide letters of support as attachments when submitting this application.*

Dakota County departments involved in internal reuse projects: Facilities, Social Services, Public Health, Libraries, Parks, Purchasing, Communications

Dakota County Libraries

Elementary, middle, and high school to be identified.

School of Environmental Studies, Apple Valley (ISD 196)

Organizational capacity and commitment

Please respond to the following questions about your organization:

1. In one paragraph, describe your organization's mission. Include a description of the community your organization serves, qualifications of your staff, the number of paid staff, and experience (if any) with hosting AmeriCorps members:

Dakota County's mission is to provide efficient, effective, responsive government that achieves the Board of Commissioners' vision for a premier place in which to live and work. The Board of Commissioners adopted a strategic plan that commits to the strategies of a healthy environment with quality natural areas; a successful place for business and jobs; a great place to live; and, excellence in public service. The Environmental Resources Department has a mission that supports these particular strategies, and leads the implementation of waste management projects/programs. Through this MN GreenCorps application, County staff will identify opportunities for waste reduction education in Dakota County. Dakota County serves a population of over 400,000 people spread out across 593 square miles. The County currently employs approximately 1,800 employees that perform a broad range of services. The Environmental Resources Department has 30 paid FTEs with responsibilities including waste and water resources management and farmland and open space protection. The Department provides services and resources for residents, businesses, and public entities in Dakota County including waste management, outreach, and education – and has recent experience (2013-14, 2014-15, 2015-16, 2018-2019) successfully mentoring and managing four separate MN GreenCorps Waste Prevention and Recycling Members.

2. Applicants must identify one host site supervisor who is **an FTE employee of the host site**. A host site supervisor must provide a **minimum of four (4) hours each week** in direct support and supervision of the member.

Supervisor name: Jenny Kedward

Title: Environmental Specialist

Email: jenny.kedward@co.dakota.mn.us

Telephone: 952-891-7043

3. **Travel:** If traveling is required for the member service activities, the host site must provide transportation for the member (access to fleet vehicles, mileage reimbursement, bus fare reimbursement, etc.). Please keep in mind that some members may not have access to a personal vehicle, and some members may not be eligible to drive. If you indicate that driving is required, you may limit the number of members eligible for your site.

- A. Is the member required to drive to access or complete service activities?

☒ Yes ☐ No

- B. Is the member required to have access to a personal vehicle for service-related activities?

☐ Yes ☒ No

- C. How will the host site provide transportation for service-related activities? (check all that apply)

☒ The host site will reimburse mileage for the member's use of a personal vehicle.

☐ The host site will provide a transit pass or reimburse the cost of public transportation.

☒ The host site will provide access to an organizational vehicle.

Please note: If the members are using vehicles belonging to the Host Site organization to conduct business on behalf of the Minnesota GreenCorps Program, then the Host Sites' vehicle insurance is primary.

- D. Is your organization able to provide transit discounts for a MN GreenCorps member, if applicable? (not required)

☐ Yes ☒ No

Current or past host sites only

Review Section VII of the *Host site application guide* with considerations for current or past host site applicants.

1. Identify the program year(s) your host site previously participated, focus area(s), and the number of members hosted:

In 2013, the MN GreenCorps Member was instrumental in providing a visual assessment of Parks' external collection system - including containers, labeling, and placement. This led to an analysis of container options, new container placement, and upgraded labeling at a pilot site in Lebanon Hills Regional Park that is now producing results. In addition, the Member began collection of organics, and waste station set-up and public engagement at two major Parks special events.

In 2014, the Member used information learned from the 2013 experience to guide expansion and implementation of recycling in all Parks, at County-sponsored special events in Parks, and institutionalized recycling as part of facility rentals (e.g., Lebanon Hills Visitor Center weddings; park shelter picnics).

The 2015-16 Member laid the foundation for the ongoing wasted food prevention program. The program educates hundreds of residents one-on-one each year on how to reduce wasted food at home as well as promotes awareness of the issue to tens of thousands of people.

The 2018-2019 Member developed a pilot project to determine how wasted food can be addressed in schools. The findings from tray audits, students interviews, and best practice testing demonstrated the need for wasted food resources to be included in the School Recycling Program.

2. Describe how this proposed member position is unique from past member positions at your organization:

Past Members have focused on recycling, organics diversion, and wasted food prevention in homes and schools. The projects proposed focus on reuse and waste prevention activities in Dakota County facilities, homes, and schools and are new endeavors.

III. Supporting documentation

If a Board governs your organization, please provide a *Board resolution* in support of this application (see example in the *Minnesota GreenCorps host site application guide*). If the Board resolution cannot be provided by the application deadline, provide an explanation below and the date when it will be submitted. 501(c) (3) non-profit organizations must submit proof of 501(c) (3) status with the submittal of application. Relevant letters of support from partner organizations or internal departments are encouraged and accepted at the time of application and throughout the selection process.

	Yes	No	N/A	Comments
Authorizing Board resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Proof of 501(c) (3) status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Letters of support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Board of Commissioners

Request for Board Action

Item Number: DC-1927

Agenda #: 9.1

Meeting Date: 3/14/2023

DEPARTMENT: Sheriff

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Cities Of Mendota Heights, South St. Paul, West St. Paul And Inver Grove Heights For Emergency Management Planning

PURPOSE/ACTION REQUESTED

Execute a joint powers agreement (JPA) with the Cities of Mendota Heights, South St. Paul, West St. Paul and Inver Grove Heights for Emergency Management Planning from January 1, 2023 through December 31, 2025.

SUMMARY

Dakota County Sheriff's Office has been contracted by the Cities of Mendota Heights, South St. Paul, West St. Paul and Inver Grove Heights to contract and provide support for Emergency Management Planning since 2013.

In an effort to standardize Emergency Operations Plans county wide and to work with those communities who cannot effectively support Emergency Management activities to the degree they would like on their own, it is beneficial for all parties to have these communities contract with the Dakota County Sheriff's Office for this support by the REP contractor already in place through additional contracted hours paid for by the JPA cities.

It is desirable to have the cities contract with the county for emergency planning activities as it allows for the use of the County Emergency Operations plan as a workable template for the cities for better emergency planning consistency. It allows for better oversight and influence in emergency response county wide for the betterment of county citizens. With new annual requirements from Minnesota Homeland Security and Emergency Management regarding plan requirements this contract allows for timely, consistent plan update and testing with county input and inclusion. By having the cities contract for emergency planning services, we remain the leader of Emergency Preparedness county-wide.

To this end, the JPA would include the following deliverables previously discussed and agreed upon by the JPA Northern Cities;

MN HSEM Compliant EOP to include any updates or changes in State and/or Federal Requirements and the following:

- Update of the City Continuity of Operations Plan (COOP)
- Emergency Support Functions updated as needed for the City

- Sara Title 3 Hazardous Materials Section updated as needed
- Resource Section - Generic per County Plan that can be added to
- Exercises
 - Selected EOC Staff Tabletop Exercise as agreed to by the City and Contractor
 - EOC Functional Exercises

The JPA will provide for contracted Emergency Management Planning within a defined work plan and contracted hours by a sub-contractor already established and to be accounted for separately.

RECOMMENDATION

Sheriff's staff recommends authorizing the Dakota County Sheriff to execute separate JPA's with the Cities of Mendota Heights, South St. Paul, West St. Paul, and Inver Grove Heights for the period January 1, 2023, to December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

The County will be reimbursed by the Cities for the described services as follows and is included in the County Managers' 2023 recommended budget:

- January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)
- January 1, 2024 to December 31, 2024: \$44/hr. not to exceed \$6,292 (\$44 x 143 hours)
- January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

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

RESOLUTION

WHEREAS, since 2013 and with the approval of the Dakota County Board of Commissioners, the Sheriff has provided Emergency Management Planning Services to the Cities of Mendota Heights, South St. Paul, West St. Paul, and Inver Grove Heights; and

WHEREAS, the Cities of Mendota Heights, South St. Paul, West St. Paul, and Inver Grove Heights have requested that the Sheriff continue to provide Emergency Management support through individual joint powers agreements (JPA's) for a three-year period; and

WHEREAS, the Dakota County Sheriff agrees to enter into individual JPA's and provide these Cities with Emergency Management Planning support with an already-approved sub-contractor for the period of January 1, 2023 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Sheriff to execute individual joint powers agreements (JPA's) with the cities of Mendota Heights, South St. Paul, West St. Paul, and Inver Grove Heights, where the Dakota County Sheriff will provide Emergency Management support through its sub-contractor, for the period of January 1, 2023 through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Sheriff or his designee shall report to the County Board regarding the volume of services provided the Cities of Mendota Heights, South St. Paul, West St. Paul And Inver Grove Heights pursuant to the JPA's, prior to any request for a renewal

of the JPA's.

PREVIOUS BOARD ACTION

19-825; 11/12/19

ATTACHMENTS

Attachment: City JPAs

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 |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

CONTACT

Department Head: Joe Leko

Author: Joe Leko

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of Inver Grove Heights, ("City"); and

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

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2023 and shall remain in effect through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)

January 1, 2024 to December 31, 2024: \$44/hr. not to exceed \$6,292 (\$44 x 143 hours)

January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

City of Inver Grove Heights
Melissa Chiodo- Chief of Police
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Telephone: 651-450-2526

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 9.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with

all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 9.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____
Joseph Leko, Sheriff
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

CITY OF

Date of signature:_____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1.	EOP	<u>Hours</u>
	○ Individual City meetings with EM	10
	○ Update of City Emergency Operations Plan (EOP)	20
	○ Update of City Continuity of Operations Plan (COOP)	40
	○ Meeting with EM to discuss gaps / update needs	10
	○ Meeting with each City to present updated EOP and COOP	10
	Estimated Hours	90
2.	Exercises	
	○ EOC or COOP Tabletop or Functional Exercise and Development	53
	Estimated Hours	53
Total Projected Total Estimated Hours for each Project Year		143 Hours

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF MENDOTA HEIGHTS
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WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

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WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

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NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. PURPOSE. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. SCOPE OF SERVICE: The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2023 and shall remain in effect through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.
4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)
January 1, 2024 to December 31, 2024: \$44/hr. not to exceed \$6,292 (\$44 x 143 hours)
January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

City of Mendota Heights
Kelly McCarthy- Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118
Telephone: 651-452-1366

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 9.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same,

including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 9.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____
Dan Bianconi, Chief Deputy
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

CITY OF

Date of signature: _____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1.	EOP	<u>Hours</u>
	○ Individual City meetings with EM	10
	○ Update of City Emergency Operations Plan (EOP)	20
	○ Update of City Continuity of Operations Plan (COOP)	40
	○ Meeting with EM to discuss gaps / update needs	10
	○ Meeting with each City to present updated EOP and COOP	10
	Estimated Hours	90
2.	Exercises	
	○ EOC or COOP Tabletop or Functional Exercise and Development	53
	Estimated Hours	53
Total Projected Total Estimated Hours for each Project Year		143 Hours

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF SOUTH ST. PAUL
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of South St. Paul, ("City"); and

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

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2023 and shall remain in effect through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.
4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)
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January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

City of South St. Paul
Brian Wicke- Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075
Telephone: 651-452-1366

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
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- 9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same,

including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
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- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____
Dan Bianconi, Chief Deputy
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

CITY OF

Date of signature:_____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1.	EOP	<u>Hours</u>
	○ Individual City meetings with EM	10
	○ Update of City Emergency Operations Plan (EOP)	20
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	○ Meeting with each City to present updated EOP and COOP	10
	Estimated Hours	90
2.	Exercises	
	○ EOC or COOP Tabletop or Functional Exercise and Development	53
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Total Projected Total Estimated Hours for each Project Year		143 Hours

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of West St. Paul, ("City"); and

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

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2023, and shall remain in effect through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.
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6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

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The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

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9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

City of West St. Paul
Brian Sturgeon- Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118
Telephone: 651-552-4201

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
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- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____
Dan Bianconi, Chief Deputy
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

CITY OF

Date of signature:_____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

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PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

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2.	Exercises	
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Total Projected Total Estimated Hours for each Project Year		143 Hours

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Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.



Board of Commissioners

Request for Board Action

Item Number: DC-1928

Agenda #: 9.2

Meeting Date: 3/14/2023

DEPARTMENT: Sheriff

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Execute a joint powers agreement (JPA) with the City of Farmington for Emergency Management Planning from January 1, 2023 through December 31, 2025.

SUMMARY

Dakota County Sheriff's Office has been contacted by the City of Farmington to contract and provide support for Emergency Management Planning from December 1, 2023 to December 31, 2025. In an effort to standardize Emergency Operations Plans county wide and to work with those communities who cannot effectively support Emergency Management activities to the degree they would like on their own, it is beneficial for all parties to have these communities contract with the Dakota County Sheriff's Office for this support by the REP contractor already in place through additional contacted hours paid for by the JPA cities.

It is desirable to have the cities contract with the county for emergency planning activities as it allows for the use of the County Emergency Operations plan as a workable template for the cities for better emergency planning consistency. It allows for better oversight and influence in emergency response county wide for the betterment of county citizens. With new annual requirements from Minnesota Homeland Security and Emergency Management regarding plan requirements this contract allows for timely, consistent plan update and testing with County input and inclusion. By having the cities contract for emergency planning services, we remain the leader of Emergency Preparedness Countywide.

To this end, the JPA would include the following deliverables previously discussed and agreed upon by the City of Farmington, to include the planning requirements needed for emergency operations planning, commonly referred to as MNWALK:

- Basic Plan Update to include new MNWALK required plans and Standard Operating Guidelines to include:
 - Emergency Support Functions updated as needed for the City
 - Sara Title 3 Hazardous Materials Section updated as needed
 - Resource Section - Generic per County Plan that can be added to
- Emergency Operating Center ("EOC") Basic Training for City Staff

- NIMS/Incident Command System Compliance Review
 - What is an EOC Training for Staff
 - Training Recommendation based on compliance per City
- Elected Official Training and Tabletop Exercise which includes:
 - Role of Elected Officials in a disaster
 - Role of Staff
 - Tabletop developed for the City based on Emergency Manager (“EM”) input
- County Emergency Management Support and Response as needed or requested.

The JPA would provide for contracted Emergency Management Planning within a defined work plan and contracted hours by a sub-contractor already established and to be accounted for separately.

RECOMMENDATION

Sheriff’s staff recommends authorizing the Dakota County Sheriff to execute a JPA with the City of Farmington for the period January 1, 2023, to December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

The City of Farmington agrees to pay the County for Emergency Management services as defined within the JPA in the amount for each year as follows:

- January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)
- January 1, 2024 to December 31, 2024: \$44/hr. not to exceed \$6,292 (\$44 x 143 hours)
- January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

The County will be reimbursed by the Cities for the described services as follows and is included in the County Managers’ 2023 recommended 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 City of Farmington has requested that the Dakota County Board of Commissioners approve a joint powers agreement (JPA) for Emergency Management support; and

WHEREAS, the Dakota County Board of Commissioners is willing to enter into the proposed JPA; and

WHEREAS, the Dakota County Sheriff has agreed to provide the City of Farmington Emergency Management Planning support with an already approved sub-contractor.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes it’s Chair to execute a joint powers agreement (JPA) with the City Of Farmington pursuant to which the Dakota County Sheriff will provide Emergency Management Planning support through an already approved sub-contractor; and

BE IT FURTHER RESOLVED, That this agreement covers the period of January 1, 2023, through December 31, 2025, subject to approval of the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Sheriff or his designee shall report to the County Board regarding the volume of services provided the City of Farmington pursuant to the JPA, prior to any request for a renewal of the JPA.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

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 |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

CONTACT

Department Head: Joe Leko

Author: Joe Leko

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF FARMINGTON
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of Farmington, ("City"); and

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

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. _____ authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. PURPOSE. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. TERM. This Agreement is effective January 1, 2023 and shall remain in effect through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the

provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

3. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
4. PROVISION OF SERVICES. Parties agree to the terms in the written deliverables and project plan ("Work Plan"), attached hereto and incorporated herein as Addendum No. 1. The two-page Work Plan articulates the type of work desired, the estimated time frame needed to perform the work, the estimated cost, and the desired outcome or deliverable. The County agrees to provide the Emergency Management Services referenced in the Work Plan for the Term of the Agreement.
5. COMPENSATION.

- 5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in the amount for each calendar year as follows:

January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)
January 1, 2024 to December 31, 2024: \$44/hr. not to exceed \$6,292 (\$44 x 143 hours)
January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

- 5.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter up to the Contract Amount. Such invoicing shall continue until one of the following occurs:
 - a. The completion of the Work Plan; or
 - b. Expiration of the Term of the Agreement; or
 - c. Early termination of the Agreement pursuant to Section 2 of this Agreement; or
 - d. The City completes payment of the full Contract Amount.

The City shall pay such invoices within thirty (30) days after their receipt.

- 5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

Gary Rutherford
Chief of Police
19500 Municipal Drive
Farmington, MN 55024
Telephone: 651-280-6700

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 9.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with

all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 9.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____
Dan Bianconi, Chief Deputy
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

CITY OF

Date of signature: _____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

Addendum No.1
City Emergency Management Contract
Deliverables and Work Plan for 2023
For the City of Farmington

GENERAL CONTRACT DELIVERABLES

- Basic Plan Update to include new MNWALK required plans and Standard Operating Guidelines to include:
- Emergency Support Functions updated as needed for the City
- Sara Title 3 Hazardous Materials Section updated as needed
- Resource Section – Generic per County Plan that can be added to

- Emergency Operating Center (“EOC”) Basic Training for City Staff
 - NIMS/Incident Command System Compliance Review
 - What is an EOC Training for Staff
 - Training Recommendation based on compliance per City

- Elected Official Training and Tabletop Exercise which includes:
 - Role of Elected Officials in a disaster
 - Role of Staff
 - Tabletop developed for the City based on Emergency Manager (“EM”) input

- County Emergency Management Support and Response as Needed or Requested

*** Final product includes electronic copies of all materials and one (1) finished hard copy of the EOP.

WORK PLAN, DETAIL PROJECTS and TIME/COST ESTIMATES

1.	EOP	<u>Hours (\$43/hr)</u>
	○ Individual City meetings with EM	3
	○ Initial draft of City EOP	25
	○ Meeting with EM to discuss gaps	3
	○ Individual meeting with identified Emergency Support Functions Contacts	25
	○ EOP final draft	40
	○ Meeting with each City to present updated EOP	3
	TOTAL	99 Hours
2.	EOC Basic Training	
	○ Meeting with EM for development of course	3
	○ Develop presentation	8
	○ Training for City staff	3
	○ After Action Report ("AAR") for identified gaps	8
	TOTAL	22 Hours
3.	Elected Official Training	
	○ Meetings with EM for training development	3
	○ Develop presentation	8
	○ Training and Tabletop for Elected Officials	3
	○ AAR Report for identified gaps	8
	TOTAL	22 Hours
	Total Projected Total Estimated Hours for 2023 Project Year	143 Hours
	Projected Work Plan Total Estimated Costs for 2023 Project Year	\$6,149.00
	Total Projected Costs for 2023	\$ 6,149.00
	Unknowns and intangibles	
	Scheduling conflicts with City staff could delay processes.	
	Follow through by City staff with deliverables could delay processes.	
	Real Events/Disasters could delay processes.	



Board of Commissioners

Request for Board Action

Item Number: DC-1859

Agenda #: 10.1

Meeting Date: 3/14/2023

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Intoxicating Liquor Consumption And Display (Set Up) Permit For United Steel Workers, Local 662

PURPOSE/ACTION REQUESTED

Approve Intoxicating Liquor Consumption and Display (Set Up) Permit for United Steel Workers, Local 662.

SUMMARY

Pursuant to Minn. Stat. § 340A.414, the Commissioner of Public Safety can issue an on-business-premises intoxicating liquor Consumption and Display Permit only after approval by the governing body of the county in which the establishment is located. The County Attorney and County Sheriff have reviewed the application and find that the applicant is eligible to be permitted. Vermillion Township has approved the application on March 2, 2023 at their regular monthly meeting.

Establishment	Address	Township	Fee
United Steel Workers, Local 662	18990 Goodwin Ave, Hastings	Vermillion	\$271.00

RECOMMENDATION

Staff recommends approval of United Steel Workers, Local 662's application for Consumption and Display (Set Up) Permit for the period of April 1, 2023 through March 31, 2024.

EXPLANATION OF FISCAL/FTE IMPACTS

Revenue from the license fees totals \$271.00 and is included in the current approved budget.

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

RESOLUTION

WHEREAS, the United Steel Workers, Local 662 has submitted to the Commissioner of Public Safety an application for an on-business-premises intoxicating liquor Consumption and Display (Set Up) Permit for the period of April 1, 2023 through March 31, 2024; and

WHEREAS, pursuant to Minn. Stat. § 340A.414, a Consumption and Display Permit issued by the Commissioner of Public Safety is not effective until approved by the local government where the establishment is located; and

WHEREAS, the United Steel Workers, Local 662 businesses premises is located in Vermillion Township in Dakota County; and

WHEREAS, the County Attorney and County Sheriff have reviewed the application and find that the applicant is eligible to receive a permit.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following application for an on premises intoxicating liquor Consumption and Display permit for the period of April 1, 2023 through March 31, 2024, and recommends issuance of the permit by the State Alcohol and Gambling Enforcement Division upon payment of the proper fees: Vermillion Township:

United Steelworkers, Local 662 \$271.00 Consumption and Display (Set Up) Permit

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-1912

Agenda #: 10.2

Meeting Date: 3/14/2023

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Authorization To Upgrade Electronic Pollbook Equipment And Amend Master Software License And Service Agreement With Know Ink, LLC And Authorization To Execute Cost-Sharing Agreements With Cities, Townships And School Districts

PURPOSE/ACTION REQUESTED

Authorize the Public Services and Revenue Division to purchase updated electronic pollbook equipment, amend the Master Software License and Services agreement with Know Ink, LLC and execute cost-sharing agreements with cities, townships and school districts.

SUMMARY

In 2018, the Elections Department, in cooperation with the County's 12 largest cities purchased and implemented electronic pollbooks in 119 of the 141 County precincts (Resolution No. 18-153, March 13, 2018). In 2020, a purchase was made to expand the use of pollpads to include all the small cities and township precincts in the County (Resolution No. 20-017, January 7, 2020). Finally, the use of the pollpad system was leveraged in the 2021 school district elections making the electronic pollbook system the standard used in Dakota County polling places.

An electronic pollbook is capable of checking in voters, facilitating election day registration, reporting voter statistics, and assisting election judges with some of their various procedures. Electronic pollbooks enhance election security with improved data integrity, automates posting of absentee voters to prevent duplicate voting in the poll, enforces voter registration procedures, and automates prevention of some voter errors. In addition, after an election, election day voter registrations and posting voter history is done automatically through pollbook technology.

These devices do contain private voter data. Protecting that data is of utmost importance. Replacing aging equipment with updated hardware before it reaches its end of life will ensure the County can continue to run the most up to date software and operating systems possible. The entire system is updated and tested before every election, including the operating system and software.

The County can purchase electronic pollbooks from Know Ink, LLC through the State of Minnesota's Cooperative Purchasing Venture. The County's 2023 adopted budget contains \$400,000 (\$800,000 total estimated project costs) for the purchase of electronic pollbooks and related equipment with an additional \$400,000 of external funding through cost sharing agreements with partner agencies (see Attachment Cost Share Agreement). Election Department staff determined that pollbook printer components do not need to be replaced which is resulting in actual costs (see Purchase Order Estimate) coming in significantly lower than early estimates. Additional purchase authority above the

current estimate is requested to accommodate additional equipment orders that may be requested by our partner agencies to expand the number of electronic pollpads used in their polling places.

RECOMMENDATION

Authorize the Director of Public Service and Revenue to execute a purchase order with Know Ink, LLC to purchase electronic pollbooks and related equipment through the State's Cooperative Purchasing Venture program, amend the Master Software License and Services agreement and execute cost-sharing agreements with cities, townships and school districts.

EXPLANATION OF FISCAL/FTE IMPACTS

The total amount of the project cost is not to exceed \$420,000. The County's share of the purchase is not to exceed \$210,000 and is included in the 2023 Elections Department Adopted 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, electronic pollbooks improve the voter experience, safeguard data, prevent duplicate voting, enforce voter registration procedures and improve reporting speed of elections in the County; and

WHEREAS, the Know Ink, LLC electronic pollbook system the standard used in Dakota County polling places since 2018; and

WHEREAS, replacing aging equipment with updated hardware before it reaches its end of life will ensure the County can continue to run the most up to date software and operating systems possible; and

WHEREAS, the County can purchase electronic pollbooks and related equipment from Know Ink, LLC through the State of Minnesota's Cooperative Purchasing Venture.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Public Services and Revenue to execute a purchasing order with Know Ink, LLC to purchase electronic pollbooks and related equipment through the State's Cooperative Purchasing Venture Program and amend the Master Software License and Services agreement; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Public Services and Revenue to execute cost-sharing agreements with cities, townships and school districts.

PREVIOUS BOARD ACTION

18-153; 3/13/18

20-017; 1/7/20

ATTACHMENTS

Attachment: Draft electronic pollbook cost share agreement

Attachment: Purchase Order Estimate

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 |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

CONTACT

Department Head: Teresa Mitchell

Author: Teresa Mitchell

**COST SHARE AGREEMENT BETWEEN
_____ AND COUNTY OF DAKOTA
FOR ELECTION ELECTRONIC POLL BOOKS
HARDWARE, SOFTWARE, AND RELATED SERVICES**

This Agreement is entered into by and between the _____ (“Municipality”), _____ and the County of Dakota (“County”), 1590 Highway 55, Hastings, MN 55033. Municipality and County are referred to individually as the “Party” and are collectively referred to as the “Parties”.

WHEREAS, pursuant to Minn. Stat. § 471.59, two or more governmental units, by agreement through action of their governing bodies, may jointly exercise powers common to the governmental units; and

WHEREAS, under Minn. Stat. § 201.225 the parties are empowered to purchase, use, and maintain electronic poll books, also referred to in law as “electronic rosters”; and

WHEREAS, the County along with large cities in Dakota County shared cost for the purchase and implementation of a poll book system by agreement in 2018; and

WHEREAS, the County contracted with KnowInk, LLC for the purchase of the electronic poll book system through the State of Minnesota’s Cooperative Purchasing Venture with the contract providing for future orders for products or services by purchase order (“Vendor Contract”); and

WHEREAS, the Parties are desirous of cooperating to purchase a replacement for the electronic poll book system through the State of Minnesota cooperative purchasing venture by use of funds by the Parties and other cities, townships and school districts in Dakota County who enter into separate Cost Share Agreements with the County (collectively, the “Governmental Units”).

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to authorize the County to purchase electronic poll book equipment, software, and related services (collectively, “electronic poll book system”) for use by the Parties and to establish the obligations of the Parties with respect to the implementation, use, and maintenance.

II. TERM

The term of this Agreement shall commence on the Effective Date, which is the date when all signatures of the Parties are obtained, and shall remain in full force and effect until the Expiration Date, which is the date when the Vendor Contract entered into pursuant to Section

III. A. terminates, this Agreement is terminated as provided herein, or by operation of law, whichever occurs first.

This Agreement may be extended by written mutual agreement of the Parties.

III. DUTIES OF THE COUNTY

In conformance with the provisions of Minnesota law and, specifically, Minn. Stat. § 16C.03, subd. 10, the County will purchase replacement components for electronic poll book system under the Vendor Contract obtained through the State of Minnesota Cooperative Purchasing Venture ("CPV") in consultation with the Governmental Units.

The Vendor Contract includes vendor-supplied technical maintenance and regular maintenance and upgrades of the electronic poll book system.

- A. Contract. The final authorization of the purchase order under the Vendor Contract to purchase the replacement components will be made by the Dakota County Board of Commissioners.
- B. Purchase and Delivery. The County will purchase sufficient electronic poll book system devices for the Municipality using funds provided by the Governmental Units as provided in Section IV.C (together, "Purchase Price"). The County will be responsible for the payment to the vendor pursuant to the Vendor Contract.
- C. County Share of Cost. The County shall be responsible for the payment of one-half of the Purchase Price.
- D. Invoice. The County will provide to the Municipality a copy of the Vendor Contract, purchase order and an invoice for the Municipality Share of the Purchase Price as defined in Section IV.C. In addition, the County will share with the Municipality its calculations used to determine the Municipality Share and the Municipality's pro rata share of the annual maintenance costs, all as defined in Section IV.C and illustrated in Appendix A, attached hereto.
- E. Ownership. The County will own the electronic poll book system purchased pursuant to this Agreement, regardless of where the electronic poll book system may be stored or used.
- F. Acceptance Testing. The electronic poll book system will be delivered to a County location for acceptance testing by the Parties.
- G. Secretary of State Notification and Certification. The County will complete the 90-day intent to use electronic rosters and 30-day certification of security and technical requirement and submit the records to the Minnesota Secretary of State.

- H. Repairs and Maintenance. The County will arrange for all necessary repairs, maintenance and upgrades to the electronic poll book system between elections. When upgrades or other services are to be performed by the County or vendor on any part of the electronic poll book system, the Municipality must transport the devices to a central location if requested by the County.
- I. Licenses. The County will obtain all licenses and other rights necessary for the Municipality to use the election hardware and software for its intended use.
- J. Insurance. The County will include the electronic poll book system on its commercial property casualty insurance coverage.
- K. Training. The County will support training initiatives and provide a training database, training videos and handouts and other instruction.
- L. Pre-Election. The County will setup to the electronic poll books for the election, deploy the files to the assigned polling places and coordinating electronic poll books using Meraki device.
- M. Election Day. The County will provide technical support to Clerks, support staff, and election judge
- N. After Polls Close. The County will balance all electronic poll books to precinct summary statements and resolve balancing issues with clerk, and generate, import and process voter history and election day voter registration application files into SVRS and resolve and file issues with the city clerk.

IV. DUTIES OF THE MUNICIPALITY

- A. Testing. The Municipality must provide enough staff to test the electronic poll book system for its intended use.
- B. Storage, Handling and Service. The Municipality must provide safe storage and handling of the electronic poll book system when such equipment is in the Municipality's possession. Municipality must transport the devices to and from polling locations. The Municipality must report any needed hardware and software maintenance, in writing, to the County. Any electronic poll book system problems on election days may be reported to the County orally.
- C. Payment. The one-half of the Purchase Price shall be paid by all Governmental Units participating in the purchase. Each Governmental Unit's share of that one-half of the Purchase Price shall be determined in accordance with the Cost Projections and corresponding Governmental Unit Shares attached hereto as Appendix A. The

County will notify the Municipality of its Governmental Unit Share upon entry into the Vendor Contract.

Payment by the Municipality to the County will be made in three equal annual installments, without interest, on or before January 31st of each year beginning in 2024 and ending in 2026. The Municipality may prepay installments at any time without penalty.

The Municipality will pay to the County its Cost Share of the annual maintenance costs for the electronic poll book system as identified in Appendix A. The Municipality will pay the County within 45 calendar days of receipt of an invoice from the County.

- D. Additional Election Hardware and Software. The County will purchase additional election hardware and software to meet the Municipality's needs in connection with the addition of voting precincts to the Municipality. The cost of such election hardware and software will be split equally between the Municipality and the County. The Municipality will pay the County in a lump sum within 45 days of receipt of an invoice from the County.
- E. Operation of the System. Municipality shall operate in compliance with Section IX - General Conditions Governing Operation of the System.

V. INDEMNIFICATION

- A. Municipality. The Municipality will defend and indemnify the County, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the use, transport, storage, handling, or maintenance of the electronic poll book system, which are attributable to the intentional, willful, or negligent acts or omissions of the Municipality, its elected officials, employees, or agents.
- B. County. The County will defend and indemnify the Municipality, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the solicitation and award of the Vendor Contract and arising out of the transport, handling, or storage of the electronic poll books attributable to the intentional, willful, or negligent acts or omissions of the County, its elected officials, employees, or agents. The County does not warrant nor does it indemnify the Municipality for performance of or failure to perform by the Contract Vendor for the electronic poll book system. Nevertheless, the County will pursue any and all rights it may have with respect to warranties, when requested by the Municipality or when necessary, to assure conformance with the intended use of the electronic poll book system.
- C. Municipal Tort Claims Act. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern

liability arising from the Parties' acts or omissions. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. For purposes of determining total liability for tort damages which may arise from this Agreement, the Parties are to be considered a single governmental unit.

VI. STATE AUDIT

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

VII. GOVERNMENT DATA PRACTICES

For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security.

Each Party shall provide the other Party with prompt notice of a breach of the security of data defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

The Parties shall promptly notify each other when any third-party requests data related to this Agreement, the electronic poll book system or the Vendor Contract. The Party who originated the data subject to the request will give the Party receiving the request instructions concerning the release of the data to the data requester before the data is released.

VIII. VENUE

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

IX. TERMINATION

The County will notify the Municipality if its Governmental Unit Share as stated in Appendix A is increased due to one or more Governmental Units' failure to execute a Cost Sharing Agreement, or a change in the Purchase Price. The Municipality will then have ten (10) business' days from the date of the notification by the County to terminate this Agreement by written notice to the County. If the Minnesota Legislature adopts a law permitting small cities and townships to utilize mail balloting, such Governmental Units may provide written notice

terminating this Agreement upon completing all other statutory requirements to implement mail balloting and the County will cover any unpaid portion of that Governmental Unit's Cost Share. Otherwise, the parties must mutually agree to terminate this Agreement in writing by the undersigned or their successors.

X. MISCELLANEOUS PROVISIONS

- A. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement, unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.
- B. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement, approved and executed by all Parties to this Agreement, or their successors in office.
- C. Amendments. Any amendment to this Agreement must be in writing and is not effective until approved and executed by all Parties to this Agreement, or their successors in office.
- D. Waiver. If any Party fails to enforce any provision of this Agreement, such failure does not waive the provision or its right to enforce it.
- E. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, is binding on any Party.
- F. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

XI. GENERAL CONDITIONS GOVERNING OPERATION OF THE SYSTEM

- A. Municipality shall distribute electronic poll books to precincts in the quantities advised by the County in each election held in the Municipality through the term of this Agreement.
- B. Municipality shall complete iOS and/or application upgrades as deemed necessary by the vendor.
- C. Devices requiring maintenance must be identified by the Municipality to the County for reporting to the Contract Vendor within 14 days after an election using the procedure agreed to with the County.

- D. Municipality will conduct testing on all devices prior to deployment.
- E. Municipality must access ePulse web-based software and proof assignments of precincts and polling places.
- F. Municipality must follow the County timeline for electronic poll book roster loading and completed file upload after an election.
- G. Municipality must only use the polling place and election procedures approved by or from the County or the Minnesota Secretary of State.
- H. Electronic poll books are to be utilized for election purposes only, and no other function. Electronic poll books are not to be used to scan ID cards of registered voters.
- I. Voter data of any kind may not be transmitted wirelessly through any device/network/etc. other than the equipment provided for the electronic poll books.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Municipality and the County have caused this Agreement to be executed on their behalf.

COUNTY OF DAKOTA

CITY OF _____

By: _____

By: _____

Mayor

Name: _____

Date: _____

Title: _____

By: _____

City Clerk

Date: _____

Date: _____

Approved as to form:

Assistant County Attorney/Date
File No. KS-

Appendix A
COST PROJECTIONS*

*The information in this Appendix A is informational only and based on all Governmental Units identified in the chart executing a Cost Sharing Agreement and a total Purchase Price of \$364,005.00. If one or more of these factors changes, the City Share will likely increase.

Appendix A - Cost Projections And Governmental Unit Cost Shares

As of 3/1/2023

Foundation of cost sharing calculations are based on the following proportions and then further proportioned by registered voters

County	50%
Cities & Townships	35%
School Districts	15%

HARDWARE REPLACEMENT COST SHARE

ePollPads and cases from Knowlnk, LLC - Estimate a 5 year useful life (printers not replaced)	Cost per unit	#units	Total cost of epollpads		Total cost of new (Meraki) access points	Total Replacement Cost
Cellular ipad w/new case and sled	\$ 582.50	594	\$ 346,005.00		\$ 18,000.00	\$ 364,005.00
<i>(includes shipping, buyback of old and 1st year activation)</i>						
Dakota County - 50%			\$ 173,002.50		\$ 2,000.00	\$ 175,002.50
Cities & Townships - 35%	Reg Voters 1.9.2023	% of Reg Voters	Cost by Reg Voters	# epollpads distributed	N/A Existing access points	Total Cost by City/Twp
Apple Valley	35,948	12.6%	\$ 15,301.22	68		\$ 15,301.22
Burnsville	37,799	13.3%	\$ 16,089.10	87		\$ 16,089.10
Eagan	45,665	16.1%	\$ 19,437.25	91		\$ 19,437.25
Farmington	14,145	5.0%	\$ 6,020.80	28		\$ 6,020.80
Hastings	14,647	5.1%	\$ 6,234.48	32		\$ 6,234.48
Inver Grove Heights	22,750	8.0%	\$ 9,683.51	48		\$ 9,683.51
Lakeville	46,994	16.5%	\$ 20,002.94	83		\$ 20,002.94
Mendota Heights	9,264	3.3%	\$ 3,943.21	15		\$ 3,943.21
Rosemount	17,726	6.2%	\$ 7,545.05	28		\$ 7,545.05
South St Paul	12,243	4.3%	\$ 5,211.22	29		\$ 5,211.22
West St. Paul	12,633	4.4%	\$ 5,377.22	25		\$ 5,377.22
Castle Rock	987	0.3%	\$ 420.12	3		\$ 420.12
Coates - Mail Ballot only (103)						
Douglas	538	0.2%	\$ 229.00	2		\$ 229.00
Empire	2008	0.7%	\$ 854.70	3		\$ 854.70
Eureka	1096	0.4%	\$ 466.51	3		\$ 466.51
Greenvale	604	0.2%	\$ 257.09	3		\$ 257.09
Hampton City	417	0.1%	\$ 177.50	2		\$ 177.50
Hampton Township	628	0.2%	\$ 267.31	2		\$ 267.31
Lilydale	784	0.3%	\$ 333.71	3		\$ 333.71
Marshan	894	0.3%	\$ 380.53	2		\$ 380.53
Mendota City	137	0.0%	\$ 58.31	2		\$ 58.31
Miesville - Mail Ballot only (86)						
New Trier - Mail Ballot only (52)						
Nininger	663	0.2%	\$ 282.21	2		\$ 282.21
Northfield	959	0.3%	\$ 408.20	3		\$ 408.20
Randolph City	295	0.1%	\$ 125.57	3		\$ 125.57
Randolph Township	560	0.2%	\$ 238.36	2		\$ 238.36
Ravenna	1738	0.6%	\$ 739.78	3		\$ 739.78
Sciota	338	0.1%	\$ 143.87	3		\$ 143.87
Sun Fish Lake	442	0.2%	\$ 188.14	2		\$ 188.14
Vermillion City	304	0.1%	\$ 129.40	2		\$ 129.40
Vermillion Township	916	0.3%	\$ 389.89	2		\$ 389.89
Waterford	389	0.1%	\$ 165.58	3		\$ 165.58
Subtotal				584		
Dakota County has 22 Spares, only 10 need replacement				10		
Total	284,511		\$ 121,101.75	594		\$ 121,101.75
Independent School Districts - 15%	Reg Voters 1.9.2023	% of Reg Voters	Cost by Reg Voters	Est. # units shared	Cost of new access point*	Total Cost by ISD
191	33,652	11.8%	\$ 6,133.63	TBD	\$ 2,000.00	\$ 8,133.63
192	22,922	8.0%	\$ 4,177.91	TBD	\$ 2,000.00	\$ 6,177.91
194	36,413	12.8%	\$ 6,636.87	TBD	\$ 2,000.00	\$ 8,636.87
195	1,614	0.6%	\$ 294.18	TBD	\$ -	\$ 294.18
196	106,785	37.5%	\$ 19,463.33	TBD	\$ 2,000.00	\$ 21,463.33
197	30,155	10.6%	\$ 5,496.25	TBD	\$ 2,000.00	\$ 7,496.25
199	18,547	6.5%	\$ 3,380.50	TBD	\$ 2,000.00	\$ 5,380.50
200	20,119	7.1%	\$ 3,667.02	TBD	\$ 2,000.00	\$ 5,667.02
252	120	0.0%	\$ 21.87	TBD	\$ -	\$ 21.87
659	2,259	0.8%	\$ 411.74	TBD	\$ -	\$ 411.74
6	12,166	4.3%	\$ 2,217.45	TBD	\$ 2,000.00	\$ 4,217.45
Total	284,752		\$ 51,900.75		\$ 16,000.00	\$ 67,900.75

* New Meraki access points will be needed in ISD offices to make the districts use of the system efficient and accessible

Appendix A (Continued) - Cost Projections And Governmental Unit Cost Shares

ANNUAL MAINTENANCE COST SHARE

<u>Operational costs of owning and using the system - invoiced annually for software licensing, support and data.</u>			
Annual data activation per unit	Fixed cost	\$ 15.00	Cost share with all agencies as demonstrated above
Annual license & maintenance per unit	Fixed cost	\$ 125.00	Cost share with all agencies as demonstrated above
Verizon Data usage per unit per election	Variable cost	\$ 30.00	Cost share by # of units assigned - 50/35/15, or 50/50 if standalone election
Onsite Support for each election	Variable cost	\$ 1,500.00	Cost share with all agencies as demonstrated above or 50/50 if stand alone election

KNOWiNK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141
+1 8557655723
http://knowink.com

Estimate



ADDRESS
Linda Becker Dakota County MN 1590 Highway 55, Suite 2300 Hastings, MN 55033

SHIP TO
Linda Becker Dakota County MN 1590 Highway 55, Suite 2300 Hastings, MN 55033

ESTIMATE #	DATE
6357	02/01/2023

TYPE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	iPad Cellular	iPad 64gb + Cellular - Space Grey	594	430.00	255,420.00
	Poll Pad Case - w/Printer (Receipt Foam)	Transport Case for use with iPad and Printer	594	135.00	80,190.00
	Poll Pad Gen7/Gen8 Sled		594	17.50	10,395.00
	MERAKI ROUTER MR 56		9	2,000.00	18,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	594	15.00	8,910.00
	iPad buyback	6th Gen	594	-25.00	-14,850.00
	Shipping		594	10.00	5,940.00
					Subtotal: 364,005.00
	Data Plan - Election	Annual Licenses and Maintenance Fees Data plan for an election for connectivity device up to 1GB per Device	594	30.00	17,820.00
	MERAKI 3 Year Renewal	Billed After Year 3	9	300.00	2,700.00

Replace with: between Dakota County and KNOWiNK, LLC entered into on the 10th day of May, 2018 ("Agreement"). This Estimate shall be deemed to be added to Exhibit B of the the Agreement.

SUBTOTAL 384,525.00
TAX 0.00
TOTAL **USD 384,525.00**

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three-year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract & digital e-Roster.

Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract & digital e-Roster.



Board of Commissioners

Request for Board Action

Item Number: DC-1872

Agenda #: 11.1

Meeting Date: 3/14/2023

DEPARTMENT: Physical Development Administration

FILE TYPE: Regular Action

TITLE

Approval Of Up To \$9 Million American Rescue Plan Funds To Dakota County Community Development Agency For Nicols Pointe Project And Amendment Of 2023 Non-Departmental Budget

PURPOSE/ACTION REQUESTED

Approve up to \$9 million of American Rescue Plan (ARP) funds for Nicols Pointe project and amend the 2023 Non-Departmental Budget.

SUMMARY

Dakota County received \$83.3 million of ARP State and Local Fiscal Recovery Funds (SLFRF) in 2021. The SLFRF program provided resources to government entities to respond to the COVID-19 pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital support services; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

The U.S. Department of Treasury published a Final Rule on January 6, 2022, detailing ARP SLFRF eligible uses. The construction of affordable housing is an eligible use. The Final Rule states "... development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to the negative economic impacts of the pandemic on households and communities.

The Dakota County Community Development Agency (CDA) is seeking financing to develop, own, and operate Nicols Pointe, a 24-unit apartment building in Eagan that will be affordable to persons aged 55 and up, with a preference for Veterans. All units will be income-restricted for households at or below 60 percent of the Area Median Income (AMI). The current 60 percent AMI for a one-person household is \$49,320.

The CDA Board of Commissioners authorized the CDA Executive Director to request up to \$9 million of ARP SLFRF from Dakota County for the project at their January 24, 2023 meeting (Resolution #23-6642). The project has received city approvals and is designed and ready to be built with anticipated bidding on the project in summer 2023 with construction to begin in fall 2023.

The Written Justification narrative required for the use of ARP SLFRF for capital expenditures of more than \$1 million is attached.

RECOMMENDATION

Staff recommends approving up to \$9 million of ARP SLFRF to the Dakota County CDA for the Nicols Pointe project and amending the 2023 Non-Departmental Budget.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2023 Non-Departmental Budget will be amended to allocate \$9 million of ARP funding and expense budget to the Nicols Pointe project.

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

RESOLUTION

WHEREAS, Dakota County received \$83.3 million of American Rescue Plan (ARP) State and Local Fiscal Recovery Funds (SLFRF) in 2021; and

WHEREAS, the U.S. Department of Treasury published a Final Rule on January 6, 2022, detailing ARP SLFRF eligible uses; and

WHEREAS, the construction of affordable housing is an eligible use of ARP SLFRF funds; and

WHEREAS, the Final Rule states "...development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to the negative economic impacts of the pandemic on households and communities; and

WHEREAS, the Dakota County Community Development Agency (CDA) is seeking financing to develop, own, and operate Nicols Pointe, a 24-unit apartment building in Eagan that will be affordable to persons aged 55 and up, with a preference for Veterans and income-restricted to households at or below 60 percent of Area Median Income; and

WHEREAS, the CDA is a well-established and respected developer that has developed 56 developments with 2,632 units located throughout Dakota County over the last 30 years.

NOW, THEREFORE, BE IT RESOLVED, That up to \$9 million of American Rescue Plan State and Local Fiscal Recovery Funds is approved for the Dakota County Community Development Agency's Nicols Pointe Project; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2023 Non-Departmental Budget as follows:

Expense

Dakota County ARP Expense	(\$ 9,000,000)
ARP - Nicols Pointe Project	<u>\$ 9,000,000</u>
Total Expense	\$0

Revenue

Dakota County ARP Funding	(\$ 9,000,000)
ARP - Nicols Pointe Funding	<u>\$ 9,000,000</u>
Total Revenue	\$0

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: CDA Board Resolution

Attachment: Written Justification for use of ARP funds

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACT

Department Head: Erin Stwora

Author: Erin Stwora



Board of Commissioners

Request for Board Action

Meeting Date: January 24, 2023

Resolution #: 23-6642

Motion by Commissioner Workman

Second by Commissioner Halverson

Authorization To Submit Funding Request To Dakota County For American Rescue Plan State And Local Fiscal Recovery Funds For Nicols Pointe Project (Eagan)

WHEREAS, Dakota County received \$83.3 million of American Rescue Plan (ARP) State and Local Fiscal Recovery Funds (SLFRF) in 2021; and

WHEREAS, the U.S. Department of Treasury published a Final Rule on January 6, 2022, detailing ARP SLFRF eligible uses; and

WHEREAS, the construction of affordable housing is an eligible use of ARP SLFRF funds; and

WHEREAS, the Final Rule states "...development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to the negative economic impacts of the pandemic on households and communities; and

WHEREAS, the Dakota County Community Development Agency (CDA) is seeking financing to develop, own and operate Nicols Pointe, a 24-unit apartment building in Eagan that will be affordable to persons age 55 and up, with a preference for Veterans, and income restricted to households at or below 60 percent of Area Median Income (AMI).

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to submit a request to Dakota County for up to \$9 million of ARP SLFRF for the development of Nicols Pointe Project.

STATE OF MINNESOTA

County of Dakota

	YES	NO	ABSENT	ABSTAIN
Slavik	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Atkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Halverson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Droste	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hamann-Roland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, Sarah Jacobson, as designee of the Executive Director, pursuant to the Dakota County Community Development Agency bylaws, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Dakota County Community Development Agency Board of Commissioners, at their regular session held on the 24th day of January, 2023 now on file in the in the CDA Administration Department, and have found the same to be a true and correct copy thereof. Witness my hand and official seal of Dakota County CDA this 26th day of January, 2023.

Sarah Jacobson
Administrative Coordinator

Written Justification for the Use of American Rescue Plan Funds

Construction of affordable housing development Nicols Pointe in Eagan, MN

Final Rule, 31 CFR Part 35, Subp. A, Section 35.6 (b) permits capital expenditures for projects “responding to the public health emergency or its negative impacts”. The Final Rule (page 4449) states, “development, repair, and operation of affordable housing and services or programs to increase long-term housing security” is an enumerated eligible use to respond to the negative economic impacts of the pandemic on households and communities.

The Dakota County Community Development Agency (DCCDA) is requesting up to \$9 million to construct, own, and operate Nicols Pointe, a 24-unit affordable apartment building in Eagan, Minnesota for households at or below 60 percent of the Area Median Income (AMI). ARP funded projects with a total expected capital expenditure of at least \$1 million but under \$10 million must complete a Written Justification. Section 35.6 (b)(4) of the Final Rule requires the following elements for a written justification -

- (i) Describe the harm or need to be addressed;
- (ii) Explain why a capital expenditure is appropriate; and
- (iii) Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.

Need to be addressed

Dakota County had an affordable housing shortage prior to the pandemic. In 2016, approximately 26 percent of all households (40,564 households) in Dakota County were renters with 46 percent of those households (18,601) earning less than 60 percent AMI¹. Of those 18,601 renter households, 83 percent (15,376) were paying more than 30 percent of their monthly income on housing and 54 percent (8,275) were paying more than half of their monthly income on housing². A household is considered cost-burden if they are paying more than 30 percent of income on housing and severely cost-burden if they are paying more than 50 percent of income on housing. In 2018, the average rent in Dakota County for multifamily properties with four or more units was \$1,171, which had increased an average of 13% over the last seven years³.

According to the 2020 Dakota County Comprehensive Housing Needs Analysis (completed prior to the pandemic), an additional 2,330-2,635 units of affordable general occupancy rental units need to be built between 2020- 2030 to meet the affordable housing rental demand (Maxfield Research & Consulting).

Given the severity of the affordable housing shortage, and the ways in which the pandemic has exacerbated the need for affordable, high-quality dwelling units, Treasury has determined that the households served by these federal housing programs have been impacted by the pandemic and its

¹ A one-person household at 60% AMI in 2018 was \$39,660, HOME Program, U.S. Department of Housing & Urban Development (HUD)

² Minnesota Housing Partnership (MHP) Market Watch: Dakota County, October 2018, Retrieved at <https://mhponline.org/images/stories/docs/research/reports/Dakota-County-FINAL.pdf>

³ Ibid.

negative economic impacts and that development of affordable housing consistent with these programs is a related and reasonably proportional response to those impacts.⁴

Explain why a capital expenditure is appropriate.

The federal government has a multi-prong approach to combat the affordable housing shortage with pandemic funding. This includes providing historic amounts of rental assistance, increasing the number of housing choice vouchers, and encouraging the construction of affordable housing units. While there may be less costly (or non-capital) alternatives to affordable housing development, a comprehensive response to the widespread housing challenges underscored by the pandemic will require the production of additional affordable units, and targeted affordable housing development is a cost-effective and proportional response to this need.⁵

The requested funding will be utilized to construct Nicols Pointe, a building to be owned and operated by DCCDA. DCCDA was established in 1971 as a special-purpose unit of government with the express limited purpose of serving the citizens of Dakota County through the administration of affordable housing and community development programs. DCCDA is a direct developer of affordable housing, utilizing bonds, levy, and the low-income tax credit (LIHTC) programs to develop, own, and operate affordable housing. To date, DCCDA manages 2,955 units of affordable rental housing for individuals, families, and seniors. DCCDA has been awarded 25 LIHTC awards since 1989, developing 26 townhome developments with 847 units of affordable housing. U.S. Bancorp has been the limited partner on all 26 LIHTC developments. In addition, DCCDA has financed the construction of 29 affordable senior housing apartment buildings with a total of 1,731 units since 1990. DCCDA added a new housing product, Gateway Place, to their portfolio in 2021 with 54 units of efficiency and one-bedroom units. DCCDA owns and operates housing throughout the entire County and is well respected for their property management.

All of the housing units developed by DCCDA are still owned and managed by DCCDA. DCCDA is committed to the requested ARP capital expenditure project maintaining affordable for at least 20 years.

Compare the proposed capital expenditure.

Federal regulations require as part of the written justification, an objective comparison of the proposed capital expenditure against at least two alternative ARP eligible capital expenditures be provided. It should demonstrate why the proposed capital expenditure is superior to alternative capital expenditures that could be made. Dakota County and DCCDA have a variety of capital expenditure projects that are eligible uses of ARP funds. While all provide value, Nicols Pointe is higher value due to timing and location.

⁴ Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions, p. 11, July 27, 2022.

⁵ American Rescue Plan Act; Dept of Treasury, Coronavirus State and Local Fiscal Recovery Funds, Final Rule, 87 Fed. Reg. 4338 (January 27, 2022).

One alternative eligible ARP capital expenditure could be the Denmark Trail project, a 40-unit affordable housing development located in Farmington. The project will be a mixture of 1-bedroom, 2-bedroom, 3-bedroom, and 4-bedroom townhome units, all income eligible for households between 50 percent and 60 percent AMI. The estimated total development cost is \$14.5 million. DCCDA was awarded the 2023 9% Low Income Housing Tax Credit (LIHTC) award on October 18, 2022, for Denmark Trail project, which will finance most of the project. Denmark Trail has an approximate \$800,000 gap, which is ARP eligible but alternate sources have been identified.

Recycling Zone II (RZII) is a Dakota County project seeking a second location for collecting and processing solid household waste in the county. RZII includes important health, ecologically, and broad positive impacts. The estimated total development cost is \$9.35 million. This project is eligible for ARP funds, but alternate sources are also being identified, such as Dakota County Environmental Legacy Fund (ELF) dollars.

Finally, the proposed \$9 million Nicols Pointe capital expenditure project will provide 24 long-term affordable housing units for persons age 55 and up with a preference for Veterans for at least 20 years to be owned and operated by DCCDA. As noted above, Nicols Pointe is a higher priority for the use of ARP funds over the Denmark Trail project and RZII due to timing, location and availability of other funding resources.

DCCDA has owned the 1.12 acres of land for the proposed Nicols Pointe development for more than 15 years. The vacant site is properly zoned. DCCDA received all city approvals for the proposed apartment building in 2020, and the final Development Contract is expected to be signed in early 2023. The building is designed and ready to be built with anticipated bidding on the project in the summer 2023 and construction to begin fall 2023. Anticipated occupancy is fall 2024.

While timing is a key priority to advancing the Nicols Pointe project for ARP financing, location is another important factor. DCCDA owns and operates 10 developments (488 units) in Eagan, Minnesota. Eagan is a highly desirable location to live, with the average waitlist time at two years to get into DCCDA housing located in the city. In addition, the project location is highly desirable due to its proximity to the Cedar Grove Transit station. The Cedar Grove Transit station connects to the entire Twin Cities transit system, including to the Minneapolis Veteran Affairs Medical Center.

DCCDA has invested significant funding into developing, owning, and operating affordable housing. The DCCDA Board and the Dakota County Board of Commissioners are strong supporters of affordable housing, as demonstrated with the use of bond and levy financing to house individuals, families, and seniors throughout the county. The addition of Nicols Pointe will be the continuation of their commitment to affordable housing, providing another 24-units of high quality, safe, and affordable housing for at least the next 20 years.



Board of Commissioners

Request for Board Action

Item Number: DC-1943

Agenda #: 14.1

Meeting Date: 3/14/2023

Information

See Attachment for future Board meetings and other activities.

March 14, 2023

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**
- 3:30 PM - 3:30 PM** **Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom**
<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3ZlloREJyVGJ2RnQxbXc4Zz09>
- 5:30 PM - 5:30 PM** **Community Meeting - National Opioid Settlement Funds -- Northern Service Center, 1 Mendota Rd W., West St. Paul, Conference Room 110**

March 16, 2023

Thursday

- 11:00 AM - 11:00 AM** **GREATER MSP Board of Directors-Commissioners Meeting w/Senior Staff -- Zoom**
<https://greatermsp-org.zoom.us/j/89106478980?pwd=M3E1K2FRWE9LOTI4YTdTT1pLSVExZz09>

March 17, 2023

Friday

- 8:30 AM - 8:30 AM** **Dakota-Scott Workforce Development Board Meeting -- Northern Service Center, 1 Mendota Road West, Room 520, West St. Paul**

March 21, 2023

Tuesday

- 9:00 AM - 9:00 AM** **Dakota County Community Services Committee of the Whole -- Western Service Center, 14955 Galaxie Avenue, Apple Valley, Conference Room L139**
- 10:00 AM - 10:00 AM** **Dakota County Physical Development Committee of the Whole (or following Community Services Committee) -- Western Service Center, 14955 Galaxie Avenue, Apple Valley, Conference Room L139**
- 11:00 AM - 11:00 AM** **Dakota County Special General Government and Policy Committee Meeting (or following Physical Development Committee) -- Western Service Center, 14955 Galaxie Avenue, Apple Valley, Conference Room L139**
- 3:30 PM - 3:30 PM** **Dakota County Community Development Agency Board Regular Meeting -- Dakota County CDA, 1228 Town Centre Drive, Eagan**

March 22, 2023

Wednesday

8:00 AM - 8:00 AM

National Association of Housing Development Officials -- Omni Shoreham Hotel, 2500 Calvert Street NW, Washington DC

9:15 AM - 9:15 AM

Metropolitan Mosquito Control District Executive Committee Meeting -- Metropolitan Mosquito Control District 2099 University Ave. W, St. Paul

March 23, 2023

Thursday

8:00 AM - 8:00 AM

National Association of Housing Development Officials -- Omni Shoreham Hotel, 2500 Calvert Street NW, Washington DC

1:00 PM - 1:00 PM

Vermillion River Watershed Joint Powers Board Meeting -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington

7:00 PM - 7:00 PM

Dakota County Planning Commission Meeting -- Western Service Center, 14955 Galaxie Ave, Conference Room 106, Apple Valley

March 24, 2023

Friday

8:00 AM - 8:00 AM

National Association of Housing Development Officials -- Omni Shoreham Hotel, 2500 Calvert Street NW, Washington DC

March 25, 2023

Saturday

8:00 AM - 8:00 AM

National Association of Workforce Boards Forum -- 1919 Connecticut Ave, NW, Washington DC

March 26, 2023

Sunday

8:00 AM - 8:00 AM

National Association of Workforce Boards Forum -- 1919 Connecticut Ave, NW, Washington DC

March 27, 2023

Monday

8:00 AM - 8:00 AM

National Association of Workforce Boards Forum -- 1919 Connecticut Ave, NW, Washington DC

March 28, 2023

Tuesday

9:00 AM - 9:00 AM

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

9:30 AM - 9:30 AM

Dakota County Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings

10:00 AM - 10:00 AM

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

10:30 AM - 10:30 AM

Opioid Settlement Workshop (or following GGP) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings



Board of Commissioners

Request for Board Action

Item Number: DC-1944

Agenda #: 15.1

Meeting Date: 3/14/2023

Adjournment