



# Dakota County

## Board of Commissioners

### Agenda

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Tuesday, December 13, 2022

9:00 AM

Boardroom, Administration Center,  
Hastings, MN

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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](mailto: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](mailto:CountyAdmin@co.dakota.mn.us)  
Verbal Comments are limited to five minutes.

4. **Agenda**

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

5. **Presentation**

- 5.1 Recognition of Conservation Minnesota's 2022 Blazing Star Award
  - 5.2 Recognition of Association of Minnesota Counties (AMC) Awards

### CONSENT AGENDA

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

- 6.1 Approval of Minutes of Meeting Held on November 15, 2022, Special Meeting November 29, 2022 and Budget and Levy Meeting November 29, 2022

7. **Items Recommended By Board Committee\***

- 7.1 *EFIS Administration* - Authorization To Withdraw From Dakota Broadband Board And Terminate Agreement For Financial Management Services

- 7.2 *Employment and Economic Assistance* - Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services
- 7.3 *Public Health* - Authorization To Accept A Gift From HealthPartners To Dakota County In Support Of Public Health And Amend 2022 Public Health Budget
- 7.4 *Public Health* - Authorization To Execute Joint Powers Agreement With Independent School District 196 For Infant Feeding Support Group
- 7.5 *Social Services* - Authorization To Execute Amendment With 360 Communities For Family Homelessness Prevention And Assistance Utilizing Minnesota Housing Finance Agency Program Grant Funds
- 7.6 *Social Services* - Authorization To Execute Contract With 360 Communities For Dakota County Housing Clinic Housing Support Workers
- 7.7 *Physical Development Administration* - Authorization To Amend Joint Powers Agreement With City Of South St. Paul For Mississippi River Greenway: Wakota Bridge Trailhead
- 7.8 *Physical Development Administration* - Approval Of 2023 Planning Commission Work Plan
- 7.9 *Transportation* - Authorization Of Resolution Of Support For 2022 Minnesota Department Of Transportation Active Transportation Funding Applications
- 7.10 *Environmental Resources* - Authorization To Execute Agreement With Minnesota Pollution Control Agency For Household Hazardous Waste Program And Execute Agreement With PaintCare Inc.
- 7.11 *Environmental Resources* - Authorization To Execute Host Fee Agreements For Burnsville Sanitary Landfill, Burnsville Dem/Con Landfill, Pine Bend Sanitary Landfill, Dawnway Demolition Landfill, And SKB Environmental

## **8. County Attorney**

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

## **9. County Board/County Administration**

- 9.1 *Office Of The County Manager* - Authorization To Execute Contract Amendment With Stinson LLP For State Governmental Relations Services
- 9.2 *Office Of The County Manager* - Authorization To Execute Contract With Downs Government Affairs, LLC, For Federal Governmental Relations Services

- 9.3 *Employee Relations* - Summary Of Conclusions Of Closed Executive Session To Evaluate Performance Of County Manager
- 9.4 *Employee Relations* - Approval Of Revisions To Policy 3200 Pay Practices, 3340 Travel On County Business, And 3360 Corrective Intervention
- 9.5 *Employee Relations* - Authorization To Provide One-Time Retention Incentives To Non-Temporary, Non-Union County Staff
- 9.6 *Employee Relations* - Establishment Of 2023 Elected Officials' And County Manager's Compensation
- 9.7 *Employee Relations* - Authorization To Execute 2023-2024 Labor Agreement With AFSCME Local 306 Unit
- 9.8 *Employee Relations* - Authorization To Execute 2023-2024 Labor Agreement With AFSCME Local 450 Unit
- 9.9 *Employee Relations* - Authorization To Execute 2023-2024 Labor Agreement With AFSCME Local 693 Unit
- 9.10 *Employee Relations* - Authorization To Execute 2023-2024 Labor Agreement With Law Enforcement Labor Services Licensed Supervisors Unit
- 9.11 *Employee Relations* - Authorization To Execute 2023-2024 Labor Agreement With Human Services Supervisors Association Unit

## **10. Community Services**

- 10.1 *Social Services* - Authorization To Accept Additional Funds For Regional Behavioral Health Crisis And Recovery Center Project And Execute Grant Agreement With State Of Minnesota

## **11. Enterprise Finance and Information Services**

- 11.1 *Finance* - Report On Invoices Paid In October 2022
- 11.2 *Finance* - Establishment Of 2022 Fund Balance Commitments
- 11.3 *Finance* - Authorization To Execute Contracts For Investment Portfolio Management
- 11.4 *EFIS Administration* - Authorization To Execute Joint Powers Agreement Between Dakota County And Community Development Agency For Employee Benefit Participation, Employee Relations Services And Information Technology Services

- 11.5** *Office Of Risk Management* - Authorization To Execute Contract Amendment With SFM Risk Solutions, Inc. For Administration Of Workers' Compensation Claims

**12. Physical Development**

- 12.1** *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 12.2** *Transportation* - Authorization For Second Amendment Of Contract With KLJ Engineering, Inc. To Provide Additional Design For County Project 88-20 And 88-24 On CSAH 88 In Randolph Township
- 12.3** *Transportation* - Authorization To Amend Transportation Capital Improvement Program Budget For County Project 8-21, Wentworth Avenue (CSAH 8) Reconstruction From Delaware Avenue (CSAH 63) To Humboldt Avenue In City Of West St. Paul
- 12.4** *Transportation* - Authorization To Execute Agreement With Progressive Rail Incorporated For Railroad Crossing Improvements On CP 88-23 For Reconstruction Of CSAH 88 From CR 94 To TH 56 In City Of Randolph
- 12.5** *Transportation* - Authorization To Award And Execute Contract With Granite Ledge Electrical Contractors, Inc. For Construction Of County Project 38-58 Advanced Traffic Management System Along County State Aid Highway 38 In Cities Of Apple Valley And Burnsville
- 12.6** *Environmental Resources* - Authorization To Execute Agreement With Minnesota Department Of Agriculture For Monitoring Wells On County-Owned Property And Delegation Of Authority For Future Agreements
- 12.7** *Environmental Resources* - Certification Of Property Assessed Clean Energy Charges For Energy Improvements On Properties In Cities Of South St. Paul And Burnsville
- 12.8** *Parks, Facilities, and Fleet Management* - Authorization To Award Bid And Execute Contract With Kraft Mechanical, LLC. To Provide General Contractor Services For Law Enforcement Center Water Heater Replacements Project And Authorization To Amend 2022 Buildings Capital Improvement Program
- 12.9** *Parks, Facilities, and Fleet Management* - Authorization To Execute Contract Amendment With SRF Consulting Group, Inc., For North Creek Greenway In Cities Of Lakeville And Farmington
- 12.10** *Parks, Facilities, and Fleet Management* - Award Of Bid And Authorization To Execute Contract With Tech Logic Corporation For Automated Materials Handling System At South St. Paul Library



- 12.11** *Parks, Facilities, and Fleet Management* - Authorization To Execute Lease Agreement Amendment With State Of Minnesota Department Of Administration On Behalf Of Minnesota Department Of Employment And Economic Development For Office Space At Northern Service Center
- 12.12** *Parks, Facilities, and Fleet Management* - Authorization To Execute License Agreement With Avivo For Office Space At Northern Service Center
- 12.13** *Parks, Facilities, and Fleet Management* - Authorization To Execute Contract With Quality Locksmith, Inc. For Door And Key Repair, Maintenance, And Installation Services
- 12.14** *Parks, Facilities, and Fleet Management* - Authorization To Accept Donation Of Easement From Flint Hills Resources Pine Bend LLC For Phase One Of Veterans Memorial Greenway In Cities Of Eagan And Inver Grove Heights

### **13. Public Safety**

- 13.1** *Sheriff* - Authorization To Appoint Dan Bianconi As Chief Deputy Sheriff
- 13.2** *Sheriff* - Authorization To Amend Joint Powers Agreement With Dakota County Drug Task Force
- 13.3** *Sheriff* - Authorization To Execute Contract With Summit Food Service For Food Service Costs In Dakota County Jail And Juvenile Services Center
- 13.4** *Sheriff* - Authorization To Execute Contract With Doug Nelson Consulting To Provide Radiological Emergency Preparedness, Emergency Management, And Homeland Security Planning Services And Rescind Resolution No. 22-504

### **14. Public Services and Revenue**

- 14.1** *Library* - Acceptance Of Gifts To Dakota County Library
- 14.2** *Property Taxation and Records* - Authorization To Convey Forfeited Lands To State Of Minnesota

## **REGULAR AGENDA**

### **15. Physical Development**

- 15.1** *Environmental Resources* - Certification Of Dakota County Portion Of 2023 Vermillion River Watershed Management Tax District Tax Levy

### **16. County Board/County Administration**

- 16.1** *Budget* - Certification Of 2023 Property Tax Levy And Adoption Of Dakota County Budget

**16.2** *County Board* - Recognition Of County Sheriff Timothy J. Leslie

**16.3** *County Board* - Recognition Of Commissioner Kathleen A. Gaylord

**17. Closed Executive Session**

**17.1** *Office Of The County Manager* - Closed Executive Session: Legal Strategy For Acquisition Of Property From B9 Polar Waters, LLC In City Of Eagan For County Projects 26-54 And 63-27

**18. Interagency Announcements/Reports**

Association of Minnesota Counties (AMC)  
Dakota Broadband Board  
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

**19. County Manager's Report**

**20. Information**

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

**21. Adjournment**

**21.1** Adjournment

\* Designates items discussed in Board Committee(s)

**For more information, call 651-438-4417**

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Public Comment can be sent to [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us)**



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1683

**Agenda #:** 4.1

**Meeting Date:** 12/13/2022

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Approval of Agenda (Additions/Corrections/Deletions)



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1684

**Agenda #:** 6.1

**Meeting Date:** 12/13/2022

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Approval of Minutes of Meeting Held on November 15, 2022, Special Meeting November 29, 2022 and Budget and Levy Meeting November 29, 2022



# **Dakota County**

## **Board of Commissioners**

### **Minutes**

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**Tuesday, November 15, 2022**

**9:00 AM**

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

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#### **1. Call To Order And Roll Call**

**Present:** Commissioner Mike Slavik  
Commissioner Kathleen A. Gaylord  
Commissioner Laurie Halverson  
Commissioner Joe Atkins  
Commissioner Liz Workman  
Commissioner Mary Liz Holberg  
Commissioner Mary Hamann-Roland

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

#### **2. Pledge Of Allegiance**

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

#### **3. Audience**

Chair Gaylord noted that all public comments can be sent to [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us). The following people came forward to address the Board:  
Heidi Flodin, Burnsville (Election Integrity)

#### **4. Agenda**

**4.1** Resolution No: 22-473  
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: Liz Workman

Ayes: 7

#### **CONSENT AGENDA**

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

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

- 5.1** Resolution No: 22-474  
Approval of Minutes of Meeting Held on November 1, 2022

Motion: Mary Hamann-Roland

Second: Mike Slavik

Ayes: 7

**6. Items Recommended By Board Committee\***

- 6.1** Resolution No: 22-475  
Authorization To Execute A Contract, Contract Amendments And Execute Joint Powers Agreements For Community Corrections Services

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services and court-ordered programs are provided through direct care delivery and purchased services and a variety of services are in place to meet the varied needs of these individuals; and

WHEREAS, Sentence to Service (STS) provides supervised work crews for non-violent adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, by Resolution No.19-868 (December 3, 2019), the Dakota County Board of Commissioners authorized execution of a JPA with Independent School District (ISD) 917 for education services at the Juvenile Service Center for the period January 1, 2020 through December 31, 2022; and

WHEREAS, by Resolution No. 20-618 (December 8, 2020), the Dakota County Board of Commissioners authorized execution of contracts with the following vendors and services: General Security Services Corporation (GSSC) for Sentence to Serve Work Crews Supervision with a not to exceed amount of \$609,000 for the period of January 1, 2021 to December 31, 2022, and Nystrom & Associates for Juvenile Wrap Around Services with a not to exceed amount of \$120,000 for the period of January 1, 2021 to December 31, 2022; and

WHEREAS, staff is requesting authorization to execute a new contract with GSSC in a not to exceed amount of \$609,000 for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, a contract amendment is requested to the Nystrom and Associates contract extending the expiration date to December 31, 2023, increasing the not to exceed amount from \$120,000 to \$180,000; and

WHEREAS, a contract amendment is requested to extend the expiration date to December 31, 2023, for Life Development Resources for Adult Sex Offender Treatment Services, increasing the not to exceed amount from \$75,000 to \$128,000; and

WHEREAS, solicitations for these services is to be completed in 2023 as solicitations for services were not completed in 2021 or 2022 due to COVID 19; and

WHEREAS, staff recommends executing a JPA with ISD 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through December 31, 2025; and

WHEREAS, staff recommends executing JPA's with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville, and MnDOT for the purchase of STS services from Dakota County at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, funding for these contracts and revenue from STS-related joint powers agreements with public entities will be included in the 2023 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute amendments to the contracts with the following vendors at the rates listed for Community Corrections services for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form:

**Agency: Life Development Resources**

1. Service: Adult Sex Offender Treatment Services
  - a. Group Therapy Rate: \$83.00 per session
  - b. Individual/Conjoint Sessions: \$172.00 per session
  - c. Intake (Diagnostic Interview): \$430.00 per session

**Agency: Nystrom & Associates**

1. Service: Wrap-Around Dual Diagnosis Facilitation Services
  - a. Rate: \$52.00 per hour

**Agency: General Security Services Corporation (GSSC)**

1. Service: Sentence to Service Work Crew Supervision
  - a. Rate: \$357.00 per work crew day

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with Independent School District 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through

December 31, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville and with the Minnesota Department of Transportation for the purchase of guaranteed Sentence to Service work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023; and

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

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, contract amount and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**6.2** Resolution No: 22-476

Authorization To Execute Twin Cities Public Health And Environmental Health Entities In Minnesota Mutual Aid Agreement

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Board of Commissioners acts as the Community Health Board, and has responsibility to prevent disease, promote and protect the health and safety of County residents; and

WHEREAS, Dakota County has participated in and benefits from the implementation of regional public health preparedness initiatives; and

WHEREAS, emergencies may occur in the future that will require local public health and environmental health entities to come to the aid and assistance of other local public health and environmental health entities; and

WHEREAS, by Resolution No. 06-265 (June 20, 2006), the County Board authorized the execution of the first Public Health Mutual Aid Agreement, initiated by Hennepin County and represented 11 local public health agencies in the metropolitan region; and

WHEREAS, the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement (Mutual Aid Agreement) agreement has been in place by Resolution Nos. 07-542 (November 27, 2007), 11-588 (December



13, 2011), and 12-566 (November 20, 2012); and

WHEREAS, the current Mutual Aid Agreement in place was authorized by Resolution No. 17-574 (November 14, 2017), and expires on December 31, 2022; and

WHEREAS, staff recommends authorization to execute the Mutual Aid Agreement for the period of January 1, 2023 through December 31, 2027, between the Counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, the Cities of Bloomington, Brooklyn Park, Edina, Maplewood, Minneapolis, Minnetonka, Saint Paul, Richfield, and Wayzata, and the University of Minnesota; and

WHEREAS, the Dakota County Attorney's Office, did not have any issues with the minor changes and approved the Mutual Aid Agreement, pending County Board authorization.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement for the period of January 1, 2023 through December 31, 2027, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**6.3** Resolution No: 22-477

Authorization To Execute Contract Amendments For Shelter Services

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Housing section in the Social Services Department provides both in-house and contracted services across the service continuum; and

WHEREAS, contracted services include street outreach, intake and assessment, emergency shelter, transitional housing, permanent supportive housing, and housing search and stability services; and

WHEREAS, throughout the COVID-19 pandemic, Dakota County increased emergency shelter capacity in hotels; and

WHEREAS, to ensure high quality services, Dakota County conducted a full Request for Proposal (RFP) process in summer 2021 for five housing services; and

WHEREAS, a review committee comprised of staff from across Social Services reviewed and scored proposals from six vendors and recommended authorization to execute contracts for hotel housing services with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC; and

WHEREAS, by Resolution Nos. 21-580 and 21-596 (December 14, 2021), the Dakota County Board of Commissioners authorized contracts for hotel shelter services with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC for the period of January 1, 2022 through June 30, 2022; and

WHEREAS, by Resolution No. 22-252 (June 21, 2022), the Dakota County Board of Commissioners authorized amendments for the same vendors to allow services to continue through December 31, 2022; and

WHEREAS, on March 15, 2022, the Dakota County Board of Commissioners heard an update on research and recommendations for a permanent emergency shelter facility; and

WHEREAS, in order to accommodate continued shelter planning and shelter services, staff recommends continuing with hotel shelter contracts for 2023 to ensure continuity of emergency shelter services while long-term planning continues, by which funding for this activity comes from federal, state and local funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute hotel shelter contracts for the dates specified below, and increase the not to exceed contract amounts as follows, subject to approval by the County Attorney's Office as to form:

**Service - Agency: Not to Exceed Amount, Dates**

- Hotel Shelter-Single Adults - Ally Supportive Services, LLC: \$281,400, January 1- April 15, 2023
- Hotel Shelter-Youth Ages 18-24 - The Link: \$565,602, January 1 - December 31, 2023
- Hotel Shelter-Single Adults - Extended Stay America Management, LLC: \$1,000,000, January 1 - December 31, 2023

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

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

Ayes: 7

**6.4** Resolution No: 22-478

Authorization To Execute Contract With Center City Housing Corp. For Cahill Place Services

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Cahill Place Apartments is a supportive housing apartment program in Inver Grove Heights; and

WHEREAS, the building has 40 two and three-bedroom units and is dedicated to families who have experienced homelessness and housing instability; and

WHEREAS, this project is a collaboration between Center City Housing Corp. (developer), the Dakota County Community Development Agency (CDA) (capital funding and project-based housing vouchers), and Dakota County (support service funding), among other partners and funders; and

WHEREAS, in February 2019, Dakota County Social Services issued a Request for Proposals for the onsite support services at Cahill Place; and

WHEREAS, two proposals were received, and a selection committee comprised of staff from the CDA and Social Services selected Center City Housing Corp. as the service provider; and

WHEREAS, by Resolution 20-195 (April 20, 2020), the Dakota County Board of Commissioners authorized execution of a contract with Center City Housing Corp. in an amount not to exceed \$650,000 annually; and

WHEREAS, staff recommends authorizing execution of a new contract for the term of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000; and

WHEREAS, Center City Housing Corp. will provide the same and or similar services as they did in the prior contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Center City Housing Corp. for onsite supportive services at Cahill Place Apartments in Inver Grove Heights, for the period of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service

expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

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

Ayes: 7

**6.5** Resolution No: 22-479

Authorization To Execute Three Contracts With Guild, Inc., For Rental Assistance Administration And Case Management

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County issued a Request for Proposals (RFP) for a vendor to provide rental assistance administration services on behalf of Dakota County Social Services in 2018; and

WHEREAS, by Resolution No. 18-425 (August 21, 2018), the Dakota County Board of Commissioners authorized the Community Services Director to contract with Hearth Connection for rental assistance administration; and

WHEREAS, by Resolution Nos. 19-850 (November 26, 2019), and 20-238 (May 12, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to execute renewal contracts with Hearth Connection to provide rental assistance; and

WHEREAS, Hearth Connection subcontracted with Guild to provide case management; and

WHEREAS, Rental Assistance resources included in the RFP are U.S. Department of Housing and Urban Development (HUD) Continuum of Care Rapid Re-Housing (CoC RRH) and HUD Emergency Solutions Grant Rapid Re-Housing (ESG RRH); and

WHEREAS, Dakota County is the grant recipient for the CoC RRH program and the administrator on behalf of the CDA for the ESG RRH program; and

WHEREAS, these relationships will remain in place with the selection of a Rental Assistance Administrator; and

WHEREAS, the HUD CoC RRH funds are secured annually through a competitive grant process that runs from June 1 through May 31 of each year and is anticipated to renew, serving 48 family households at a time; and

WHEREAS, total rental assistance, application fee, security deposit and administration funds currently available are \$329,500 for the grant year and must be spent within each grant period; and

WHEREAS, the HUD ESG RRH funds are secured annually through a formula allocation that runs from July 1 through June 30 of each year and is anticipated to renew, serving approximately 5 households (singles and families) at a time; and

WHEREAS, total rental assistance, application fee, security deposit and administrative funds currently available are \$50,000 for the grant year and must be spent within 18 months of the beginning of the grant period; and

WHEREAS, rental assistance administration includes: management of RRH rental assistance budgets and rent payments to landlords, management of program participant file and documentation requirements per program regulations, connection of participants to required case management services, and provision of all data entry; and

WHEREAS, to simplify administration, staff recommends that Dakota County contract directly with Guild to provide both rental assistance and case management services; and

WHEREAS, Dakota County will issue a solicitation for this service for 2024 contracts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for rental assistance administration and case management with Guild Inc., as follows, subject to approval by the County Attorney's Office as to form:

**Service: Term, Amount**

- HUD Continuum of Care Rental Assistance Administration: date of execution through May 31, 2023, \$329,500
- HUD Emergency Solutions Grant Rental Assistance Administration: date of execution through June 30, 2023, \$50,000
- County-funded rental assistance: date of execution through December 31, 2023, \$610,000

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to

form; and

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

Ayes: 7

**6.6** Resolution No: 22-480

Approval Of Schematic Design For Law Enforcement Center Integrated Health Unit Addition And Authorization To Proceed Through Design Development

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the 2022-2026 Building Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct a dedicated Law Enforcement Center unit to address medical and mental health needs of inmates; and

WHEREAS, the design team of Wold Architects and Engineers was selected through a Request for Proposal process to lead the design efforts for the project; and

WHEREAS, the design team worked with the Core Planning Group to develop the schematic design to meet identified project needs; and

WHEREAS, the proposed schematic design meets the identified project needs: 30 beds separated into different units; support and program spaces; medical support spaces; and overall increased flexibility for housing inmates in a secure and supportive environment; and

WHEREAS, the cost estimates prepared for the schematic design developed to date are within the project budget; and

WHEREAS, sufficient funds are available within the 2022-2026 Building Capital Improvement Program Adopted Budget to complete the design and bidding phases of this project; and

WHEREAS, staff will return to the County Board at the end of the design development phase, anticipating to be complete in early 2023, to confirm the intended funding sources and the schedule for the remaining project efforts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the recommended schematic design for the Law Enforcement Center Integrated Health Unit Addition and approves the project proceeding through the end of the design development phase.

Ayes: 7

**6.7** Resolution No: 22-481

Authorization To Execute Joint Powers Agreement With City Of Apple Valley To Operate Residential Organics Drop-Off Site

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

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

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, by Resolution No.18-493 (September 18, 2018), the Dakota County Board of Commissioners adopted the 2018-2036 Solid Waste Master Plan (Master Plan); and

WHEREAS, the Master Plan includes a strategy to expand opportunities for residential organics recovery; and

WHEREAS, the Master Plan includes a tactic to co-develop and provide assistance for residential organics drop-off sites with priority municipalities and partners until curbside organics collection is widely available; and

WHEREAS, the City of Apple Valley (City) in partnership with the County desires a residential organics drop-off site to be located at Apple Valley Public Works, 6442 140th St W, Apple Valley, MN; and

WHEREAS, Dakota County receives Select Committee on Recycling and the Environment (SCORE) funds from the state to implement landfill abatement programs; and

WHEREAS, Minn. Stat. § 115A.557 requires Dakota County to expend a portion of the state-allocated SCORE funds on organics programming; and

WHEREAS, allocated SCORE funds have been used to open residential organics drop-off sites in eight cities from 2016-2021; and

WHEREAS, City responsibilities include drop-off site construction and infrastructure installation for one drop-off location to collect organics from Dakota County residents; retaining licensed hauler services; collaborating with the County on promotion and communications; purchasing and storing compostable bags; monitoring daily and maintaining the site; and administering invoice and reimbursement submittals; and

WHEREAS, County responsibilities include maintaining a list of acceptable organic materials and guidelines; developing and providing promotion, communications materials, and training; reimbursing the Municipality for installation of a concrete pad, fencing, bag distribution boxes, signage, and recurring operational expenses; and administering participant recruitment, registration, and ongoing communication; and

WHEREAS, staff recommends executing a joint powers agreement with the City to implement a residential organics drop-off site for Dakota County residents from the construction start date to December 31, 2028, or until curbside collection of residential organics is widely available.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to

execute a joint powers agreement with the City of Apple Valley to operate a residential organics drop-off site located at Apple Valley Public Works, 6442 140th St. W. in the City of Apple Valley from the construction start date to December 31, 2028, or until curbside residential organics collection is offered in the City of Apple Valley and to provide reimbursement funding in an amount not to exceed an estimated \$99,500 for the six-year term as substantially presented on November 1, 2022, to the Physical Development Committee of the Whole, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**6.8 Resolution No: 22-482**

Acquisition Of Easements On Wolfson Property And Authorization To Amend 2022 Environmental Resources Capital Improvement Program Budget

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Wolfson family, through Wolfson Commercial Properties LLC (Wolfson), owns 9.91 acres in the City of Rosemount (City), including high-quality forest and wetlands; and

WHEREAS, the 2001 Farmland and Natural Area Protection Plan identified the Wolfson property as one of the top ten sites to protect in the County; and

WHEREAS, the the Wolfson property is located within the Lebanon Hills Conservation Focus Area identified as a priority area within the 2020 Land Conservation Plan for Dakota County; and

WHEREAS the Vermillion Highlands Greenway Master Plan identifies a segment of the Vermillion Highlands Greenway for development within the Wolfson property; and

WHEREAS in 2021, the County and the City renewed discussion with the Wolfson's about acquisition options in association with planned residential development of adjacent property; and

WHEREAS the proposed land protection project included the County acquiring an 8.32-acre natural area conservation easement (NA Easement) and a 1.59-acre Vermillion Highlands Regional Greenway Easement (Corridor Easement), with the City acquiring fee title and managing the entire property as a new City park; and

WHEREAS, County staff completed and approved an appraisal of the Wolfson property in July 2022; and

WHEREAS, during subsequent negotiations, the County, City, and Wolfson's agreed to a sale price approximately 6.5 percent greater than the appraised total value or \$337,000, including \$254,700 for the NA Easement and \$48,100 for the CorridorEasement; and

WHEREAS, the estimated closing costs are \$2,200; and



WHEREAS, the Rosemount City Council has previously approved acquisition of the adjacent McMenomy property and expressed similar support to acquire the Wolfson property; and

WHEREAS, acquisition of the NA Easement and restoration is eligible for state Outdoor Heritage (OH) funding appropriated to the County by the Minnesota Legislature in 2022 (ML22); and

WHEREAS, the 2022 Environmental Resources (ER) Capital Improvement Program (CIP) budget includes adequate funding from ML22 OH funds and County grant-match funds for acquiring the NA Easement; and

WHEREAS, the 2022 Parks CIP included adequate funding for acquiring the Corridor Easement; and

WHEREAS, expenditure of OH funds by the County for a NA Easement on the Wolfson property requires the County Board Chair to sign and the County to record a Notice of Funding Restriction (NOFR); and

WHEREAS, the Physical Development Director (PDD) is required to sign purchase agreements (PA) to acquire the NA Easement and Corridor Easement on the Wolfson property; and

WHEREAS, the final acquisition costs of the two easements on the Wolfson property will be determined after the settlement statements are finalized and all associated acquisition expenses have been invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$331,000, including \$254,700 to acquire the 8.32-acre NA Easement, \$48,100 to acquire the 1.59-acre Corridor Easement on the Wolfson property, an estimated \$2,200 in closing costs, and an estimated \$26,000 for restoration costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the PDD to execute two PAs with Wolfson's to acquire the NA and Corridor easements, subject to approval by the County Attorney's Office (CAO) as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute a NOFR as required for use of ML22 OH funds for acquiring the NA Easement on the Wolfson property, subject to approval by the CAO as to form; and

BE IT FURTHER RESOLVED, That the 2022 Environmental Resources Capital Improvement Program (CIP) budget is hereby amended as follows:

**Expense**

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Acquisition of the NA Easement on the Wolfson property (LC10075)	\$256,550
Restoration of the NA Easement (LC30058)	\$ 26,000
ML 22 OH (LC00010)	<u>(\$282,550)</u>
<b>Total Expense</b>	<b>\$0</b>

**Revenue - Easement**

Acquisition NA Easement - ML 22 OH Grant funding (LC10075)	\$192,450
Acquisition NA Easement - ML 22 County Grant Match (LC10075)	\$ 64,100
ML 22 OH Grant funding(LC00010)	<u>(\$192,450)</u>
ML 22 OH County Grant Match (LC00010)	<u>(\$ 64,100)</u>
<b>Total Revenue</b>	<b>\$0</b>

**Revenue - Restoration**

Restoration Wolfson property ML 22 OH Grant funding (LC30058)	\$26,000
ML 22 OH Grant Funding (LC00010)	<u>(\$19,500)</u>
ML 22 OH County Grant Match	<u>(\$ 6,500)</u>
<b>Total Revenue</b>	<b>\$0</b>

; and

BE IT FURTHER RESOLVED, That following acquisition of the NA Easement on the Wolfson property, staff will submit the necessary forms and documentation to the State of Minnesota (State) to receive approximately \$211,950 in reimbursement funds; and

BE IT FURTHER RESOLVED, That such reimbursement from the State will be returned to the 2022 ER CIP.

Ayes: 7

**6.9 Resolution No: 22-483**  
**Authorization To Submit Project Recommendation And Provide Resolutions Of Support For Minnesota Department Of Transportation's 2022 Corridors Of Commerce Program**

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient multi-modal transportation system, Dakota County seeks outside funding for priority transportation projects within the County; and

WHEREAS, the Minnesota Department of Transportation is currently seeking project recommendations for the Corridors of Commerce Program (COC) through November 30, 2022; and

WHEREAS, the Minnesota Legislature created the COC to provide additional highway capacity on segments where there are currently bottlenecks and improve freight and commerce; and

WHEREAS, the Dakota County 2040 Transportation Plan identifies several segments of Trunk Highways in the County in need of mobility and freight improvements, including Trunk Highway 13 in Burnsville, Trunk Highway 77 in Apple Valley and Eagan, and I-35 at County Highway 50 in Lakeville; and

WHEREAS, the COC program only allows each entity to recommend one project for consideration in 2022; and

WHEREAS, the Draft Dakota County 2023-2027 Capital Improvement Program includes the I-35 and County Highway 50 Interchange in Lakeville with a significant funding gap that would impact Dakota County if external funds are not received; and

WHEREAS, other entities may nominate the Trunk Highway 13 project and the Trunk Highway 77 project; and

WHEREAS, the COC scoring criteria favors projects with resolutions of support from each county within a project's limits.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorize the Dakota County Transportation Director/County Engineer to submit the I-35/County Highway 50 Interchange Reconstruction Project in Lakeville as Dakota County's Corridors of Commerce project recommendation in 2022.

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners supports the Trunk Highway 13 project in Burnsville and Savage and the Trunk Highway 77 project in Apple Valley and Eagan as important mobility and freight improvements within Dakota County.

Ayes: 7

## **7. County Board/County Administration**

### **7.1 Resolution No: 22-484 Scheduling Of Special General Government And Policy Committee Meeting**

Motion: Mary Hamann-Roland

Second: Mike Slavik

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves scheduling a special General Government and Policy Committee on November 29, 2022 at 11:00 a.m. (or following the County Board Governance Workshop), in conference room L 139, Western Service Center, Apple Valley, MN, for the purpose of providing a legislative update and an update on the 2023 Operating and Capital Budgets.

Ayes: 7

### **7.2 Resolution No: 22-485 Scheduling Of Special County Board Meeting**

Motion: Mary Hamann-Roland

Second: Mike Slavik

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves scheduling a special County Board meeting on November 29, 2022 at 4:30 p.m., in the Boardroom, Administration Center, Hastings, MN, for the purpose of holding closed executive sessions to discuss labor negotiations strategy and to hold the County Manager's year-end performance review.

Ayes: 7

**7.3 Resolution No: 22-486**  
**Authorization To Execute 2023-2024 Labor Agreement With Teamsters Local 320 Jail Unit**

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the County's negotiating team has reached tentative agreement with Teamsters Local 320 Jail Unit representing 51 correctional deputies in the Sheriff's Office; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

; and

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with Teamsters Local 320 Jail unit for the period January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated November 15, 2022, and subject to approval by the County's contracted labor counsel as to form.

Ayes: 7

**7.4 Resolution No: 22-487**

Authorization To Execute 2023-2024 Labor Agreement With Minnesota Public Employees Association

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the County's negotiating team has reached tentative agreement with Minnesota Public Employees Association Non-Licensed Jail Supervisors Unit representing 13 supervisory employees in the Sheriff's Office; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

; and

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with the Minnesota Public Employees Association, Non-licensed Jail Supervisors Unit in the Sheriff's office for the period of January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated

November 15, 2022, and subject to approval by the County's contracted labor counsel as to form.

Ayes: 7

**7.5** Resolution No: 22-488  
Adoption Of 2023 Merit Compensation Policy And Plan Provisions

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

WHEREAS, the 2022 Merit Compensation Policy and Plan provisions should be amended for application in 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2023 Merit Compensation Policy and Plan to include the following provisions:

Non-union salary ranges increased 2.5 percent above 2022 non-union salary ranges.

The merit matrix provides for a combination of 0.0 percent to 7.5 percent base adjustments  
; and

BE IT FURTHER RESOLVED, That participating employees' 2023 salaries shall be established in the context of and consistent with these provisions; and

BE IT FURTHER RESOLVED, That the Employee Relations Director is hereby authorized to update, edit and amend the 2022 Merit Compensation Policy and Plan for application in 2023.

Ayes: 7

**7.6** Resolution No: 22-489  
Adoption Of 2023 Unclassified Employees Merit Compensation Policy And Plan

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

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

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

WHEREAS, the Unclassified Employees' Merit Compensation Policy and Plan should be updated for application in 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts, for application in 2023, the 2023 Unclassified Employees' Merit Compensation Policy and Plan:

- The 2023 Pay Equity Compensation Structure recommended to the Board of Commissioners on
  - November 29, 2022, applies to unclassified employees; and
  - The 2023 non-union Merit Matrix provides for five levels of performance with varying merit opportunity based upon performance levels applies to unclassified employees
  - The non-union 2023 merit matrix and salary ranges have been added to the Unclassified Employee Merit Compensation Policy and Plan document for clarity
- ; and

BE IT FURTHER RESOLVED, That the participants' calendar or payroll year 2023 salaries shall be established in the context of and consistent with this Plan; and

BE IT FURTHER RESOLVED, That the Employee Relations Director is hereby authorized to amend the 2022 Unclassified Employees Merit Compensation Policy and Plan consistent with the above referenced 2023 provisions in Employee Relations Policies and Procedures.

Ayes: 7

## **8. Enterprise Finance and Information Services**

### **8.1 Resolution No: 22-490**

Authorization To Execute Contract With NetSPI To Perform Security Audit On Dakota County's Internal, External And Cloud Environments

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, due to the increased need to validate complete protection of Dakota County Networks; and

WHEREAS, the Information Technology Department needs to contract with a 3rd party to perform an extensive security audit on the entire network; and

WHEREAS, a request for proposal was advertised from September 16, 2022 through October 14, 2022 .and 23 responses were received; and

WHEREAS, NetSPI responded to the advertised request for proposal with the lowest qualified proposal to conduct the testing; and

WHEREAS, sufficient funding is available.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Chief Information Officer to enter a contract with NetSPI in the amount of \$99,877.75 for security audit testing, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**8.2** Resolution No: 22-491  
Authorization To Execute Contract Amendment For Training Specialist Consultant

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, professional services are required to ensure the continuation of Oracle ERP (Enterprise Resource Planning) training; and

WHEREAS, IT has contracted with a Training Specialist consultant to assist staff in ensuring that training material is reviewed, updated and executed; and

WHEREAS, the original contract in the amount of \$94,000 needs to be extended to continue the training of Dakota County staff on the Enterprise Resource Planning (ERP); and

WHEREAS, the amendment extends the contract terms by one month, ending January 30, 2023, and increases the cost of services by \$50,000 for a total contract amount of \$144,000; and

WHEREAS, there are sufficient funds available in the 2022 Countywide training budget to cover the contract extension.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Information Technology Chief Information Officer to execute a contract amendment with C4 Technical Services for additional Training Specialist services from December 31, 2022 through January 30, 2023, at a cost of \$50,000, for a total contract amount of \$144,000, subject to approval by the County Attorney's office as to form.

Ayes: 7

**9. Physical Development**

**9.1** Resolution No: 22-492  
Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Dakota County Community Development Agency (CDA) administers the entitlement of Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, and Emergency Solutions Grant (ESG) program for Dakota County, as well as special allocations of the CDBG and ESG programs for activities that prevent, prepare for, and



respond to the coronavirus, and a special allocation of HOME American Rescue Plan Act funds; and

WHEREAS, funds expended from previously approved projects for Fiscal Years 2018 - 2021 of the CDBG, HOME, and ESG programs and special allocations must be ratified by the Dakota County Board of Commissioners; and

WHEREAS, the CDBG entitlement and special allocation expenses during the timeframe of July 1, 2022 - September 30, 2022, totaled \$824,173.94; and

WHEREAS, the HOME entitlement and special allocation expenses during the timeframe of July 1, 2022 - September 30, 2022, totaled \$1,206,880.14; and

WHEREAS, the ESG entitlement and special allocations expenses during the timeframe of July 1, 2022 - September 30, 2022, totaled \$7,405.43; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the requisitions to the U.S. Department of Housing and Urban Development for \$2,038,459.51 for July 1, 2022 - September 30, 2022, as presented.

Ayes: 7

**9.2 Resolution No: 22-493**

Appointment To Lower Minnesota River Watershed District Board Of Managers

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Lower Minnesota River Watershed District (LMRWD) is located just south of the Twin Cities along the Minnesota River and includes portions of the communities of Mendota Heights, Mendota, Lilydale, Eagan, and Burnsville; and

WHEREAS, the previous Dakota County representative on the LMRWD Board of Managers resigned her position due to a change in residence outside of the Watershed; and

WHEREAS, the LMRWD and Dakota County collaborated in the recruitment of candidates for appointment; and

WHEREAS, one candidate applied and was determined eligible; and

WHEREAS, Dakota County staff discussed the appointment with the applicant; and

WHEREAS, Theresa Kuplic applied to Dakota County for potential appointment as the Dakota County Member of the Board of Managers for the LMRWD; and

WHEREAS, Theresa Kuplic meets the eligibility requirements set forth in Minn. Stat. § 103D.311; and

WHEREAS, staff recommends Theresa Kuplic be appointed to the Board of Managers for the LMRWD.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Theresa Kuplic to the Lower Minnesota River Watershed District Board of Managers for a term which expires February 29, 2024.

Ayes: 7

**9.3 Resolution No: 22-494**

Authorization To Execute Fourth Amendment To Contract With Ayres Associates For Engineering Support Services For Construction Of Byllesby Dam Water-To-Wire Redevelopment Project

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

WHEREAS, over the past few years, the Dakota County Board of Commissioners has made significant capital investments into the facility; and

WHEREAS, by Resolution No. 14-149 (March 18, 2014), the Dakota County Board of Commissioners authorized staff to complete a turbine efficiency study during the summer of 2014; and

WHEREAS, it was determined that the most feasible long-term option for energy production at Byllesby Dam was to replace the current equipment with new modernized vertical Kaplan turbine units; and

WHEREAS, by Resolution No. 15-532 (October 20, 2015), the Dakota County Board of Commissioners authorized the execution of a contract with Ayres Associates for engineering and design services to complete turbine and powerhouse upgrades for the Byllesby Dam Water-to-Wire Redevelopment; and

WHEREAS, the design was completed in May 2020, but design engineering services are still required to complete the project due to changes and modifications to the original design throughout the construction process; and

WHEREAS, on August 25, 2020, staff executed a contract with Ayres Associates, with a first amendment authorized on June 18, 2021, a second on February 22, 2022, and a third amendment on July 19, 2022; and

WHEREAS, staff evaluated the requested amendment from Ayres Associates

and found it to be sound and justified.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a fourth amendment to the contract with Ayres Associates for additional design support services to complete the Byllesby Dam Water-to-Wire Redevelopment Project at the Byllesby Dam in the amount of \$99,900, bringing the total contract amount to \$336,500, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.4 Resolution No: 22-495**

Authorization To Execute Contract With Xcel Energy For Engineering And Procurement Agreement For Byllesby Dam Energy Sales Interconnection

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

WHEREAS, since 1987, the County has coordinated dam operations and maintenance with Neshkoro Power Associates (NPA) through a lease agreement; and

WHEREAS, the County Board authorized replacing the NPA's lease agreement with an operating agreement to provide hydropower operation services at Byllesby Dam by Resolution No. 11-305 (June 21, 2011), beginning May 1, 2011, and running through March 2021; and

WHEREAS, the March 2021 agreement termination date was selected as it was also the expiration date of the Power Purchase Agreement (PPA) between NPA and Xcel Energy for the Byllesby Dam, and a new approach was needed for an agreement for power sales; and

WHEREAS, by Resolution No. 20-295 (June 16, 2020), Dakota County authorized submittal of an application with the MISO for sales of energy; and

WHEREAS, a Midcontinent Independent System Operator (MISO) connection would allow the County to sell Byllesby Dam's power to other utilities in the Midwest or on the one-day-ahead spot energy market; and

WHEREAS, as part of the process, MISO studies determined upgrades are necessary to the system to accept Byllesby onto the grid; and

WHEREAS, these upgrades are not allowed to begin before the completion of the MISO application process, which is still not completed; and

WHEREAS, it has been determined that interconnection to the Xcel Energy

substation could take 18 months or more; and

WHEREAS, to expedite this process, an engineering and procurement agreement can be accepted between Dakota County and Xcel Energy for Xcel Energy to start the engineering and purchasing process and further delay interconnection after the MISO application process is complete; and

WHEREAS, the agreement requires a \$150,000 deposit to cover estimated engineering and procurement costs, with Xcel Energy reserving the right to request increased deposits to cover costs as necessary; and

WHEREAS, once the MISO application is approved, this agreement will be replaced with a Generator Interconnection Agreement that will provide for, among other things, the interconnection of the County's facility to the Cannon Falls Transmission Substation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with Xcel Energy for an engineering and procurement agreement for Byllesby Dam energy sales interconnection, including a minimum \$150,000 deposit, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.5** Resolution No: 22-496  
Certification Of Property Assessed Clean Energy Charges For Energy  
Improvements On Property In City Of Rosemount

Motion: Mary Hamann-Roland

Second: Mike Slavik

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

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

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

WHEREAS, the County will take all actions permitted by law to recover the assessments, including, without limitation, reinstating the outstanding balance of

assessments when the land returns to private ownership, in accordance with Minn. Stat. § 429.071, subd. 4; and

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

WHEREAS, the annual installment and interest shall be collected at the same time and in the same manner as real property taxes; and

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

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

Property Owner:   Conventry Properties of Rosemount, LLC  
Parcel Number: 34-64852-010-60  
Assessment:     \$2,500,000.00  
Interest Rate:    7.59%  
Finance Period:  20 years  
Accrual Date:    1/1/2023  
; and

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

Ayes: 7

**9.6** Resolution No: 22-497

Authorization To Execute Contract With Kimley-Horn, Inc. For Planning And Design Services For County Project 38-64, CSAH 38 Trail Gap And Retaining Walls, In City Of Apple Valley

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County has included County Project 38-64 in its 2022-2026 Capital Improvement Program to construct trail facilities on McAndrews Road; and

WHEREAS, a request for proposals was released on September 29, 2022, to conduct a feasibility study on the construction of trail facilities and necessary associated improvements to the McAndrews Road corridor; and

WHEREAS, four responses were received from qualified proposers; and

WHEREAS, Kimley-Horn, Inc. was identified as the most responsive to the

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request for proposals and within the project budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Kimley-Horn, Inc. to complete planning and design services necessary to advance the design and construction of a multiuse trail on County State Aid Highway 38 (McAndrews Road) in Apple Valley in an amount not to exceed \$159,400, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**9.7 Resolution No: 22-498**

Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For County Project 88-24 On CSAH 88 (292nd Street) In Randolph Township

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County and Randolph Township are partnering on County Project 88-24 (the "Project"); and

WHEREAS, the Project includes the segment of County State Aid Highway (CSAH) 88 from Trunk Highway (TH) 52 to TH 56; and

WHEREAS, the purpose and need for the Project is to improve safety, operations, and capacity along the Project corridor; and

WHEREAS, to address the purpose and need for the Project, the County is proposing to reconstruct CSAH 88 to address pavement quality, safety, and operational issues by improving drainage, modifying access, improving sight angles, and adding turn lanes; and

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

WHEREAS, the County utilized public engagement for this project, including a public open house on October 8, 2020, at Lake Byllesby Park and December 16, 2021, at United Methodist Church and presentations at the Randolph Township Meetings on September 15, 2020, May 24, 2022, and June 14, 2022; and

WHEREAS, right of way acquisition is needed to allow for construction to begin in 2023 as scheduled; and

WHEREAS, CP 88-24 design has determined preliminary right of way needs, including permanent highway easement and temporary easement from the following parcels:

Parcel 1; Jerold and Karen Otte; Highway Easement 4,915 SF;

Parcels 2, 3, 4, 22 and 23; Nora Felton; Highway Easement 1,126,827 SF; Temporary Easement 197,528 SF; Drainage Easement 6,056 SF;

Parcels 5 and 6; Felton Family Farms; Highway Easement 18,612; Temporary Easement 10,006; Drainage Easement 557 SF;

Parcels 7 and 10; T&M Properties; Highway Easement 210,774; Temporary

Easement 13,388 SF;

Parcel 11; Dinesen Family; Temporary Easement 525 SF;

Parcel 13; Grant and Tiffany Sjoquist; Temporary Easement 303 SF;

Parcel 17; Karl and Cynthia Molenaar; Temporary Easement 408 SF; Drainage Easement 2,599 SF;

Parcel 18; Kevin and Suzanne Hinton; Drainage Easement 876 SF;

Parcel 19; Gene and Gayle Parent; Highway Easement 300 SF;

Parcel 21; Roberta Archambault; Highway Easement 291 SF; Temporary Easement 3,330 SF;

Parcel 24; Joshua Dockter; Highway Easement 6,568 SF; Temporary Easement 3,199 SF; and

WHEREAS, appraisals have been completed by Nicollet Partners; and

WHEREAS, the 2022 Transportation Capital Improvement Program budget for the Project includes sufficient funds for right of way acquisition; and

WHEREAS, seventeen parcels have been appraised, and the values have been presented to the County Board in a confidential spreadsheet.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised value prepared by Nicollet Partners for the acquisition of the two parcels as described below for Dakota County Project 88-24 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 acquisition of the seventeen parcels for County Project 88-24, at the approved appraised value, and authorizes payment from the 2022 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 on the properties identified, in the event that timely acquisition by direct negotiations of all properties does not appear possible.

Ayes: 7

**9.8 Resolution No: 22-499**

Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

Second: Mike Slavik

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:

ROSEMOUNT INDUSTRIAL ADDITION	Rosemount
AMBER FIELDS EIGHTH ADDITION	Rosemount
ADAMS FIRST ADDITION	Rosemount

Ayes: 7

**9.9** Resolution No: 22-500  
Approval Of Right Of Way Acquisition For North Creek Greenway  
Lakeville-Farmington Segment In City of Farmington

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to provide a safe and efficient greenway system, Dakota County is proceeding with the North Creek Greenway Lakeville-Farmington Segment Project (P00146); and

WHEREAS, the purpose of the project is the construction and improvement of 2.2 miles of the North Creek Greenway from its connection to East Lake Park at 173rd St W in Lakeville to Jim Bell Park and Preserve in Farmington; and

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

WHEREAS, right of way acquisition is needed to allow for construction to begin in 2023 as scheduled; and

WHEREAS, to move forward with the construction of the Project, the acquisition of temporary easements on six parcels is necessary, as identified in the Parcel Map attachment; and

WHEREAS, the acquisition of the following six parcels is necessary to move forward with the Project:

14-47802-04-360 - Zachary Gilman and Amanda Riley - Parcel 1

A temporary easement for construction purposes over, under, across, and through part of the following described property:

Lot 36, Block 4, MEADOW CREEK 3RD ADDITION



Said temporary easement being the Southeasterly 5.00 feet of the Northeasterly 30.00 feet of said Lot 36.

Together with a temporary easement for construction purposes over, under, across, and through the Northwesterly 5.00 feet of the Southeasterly 10.00 feet of the Northeasterly 10.00 feet of said Lot 36.

Temporary Easement Area = 200 SF

14-47802-02-140 - Anthony and Angela Sisco - Parcel 2

A temporary easement for construction purposes over, under, across, and through part of the following described property:

Lot 14, Block 2, MEADOW CREEK 3RD ADDITION

Said temporary easement being the Northeast 10.00 feet of said Lot 14.

Together with a temporary easement for construction purposes over, under, across, and through the East 5.00 feet of the South 28.60 feet of the North 38.60 feet of said Lot 14.

Together with a temporary easement for construction purposes over, under, across, and through that part of said Lot 14, described as follows:

Beginning at the southeast corner of said Lot 14; thence westerly along the south line of said Lot 14 a distance of 8.00 feet; thence northeasterly to a point on the east line of said Lot 14 distant 25.00 feet north of the southeast corner of said Lot 14; thence south along said east line a distance of 25.00 feet to the point of beginning.

Temporary Easement Area = 1,067 SF

14-47803-05-320 - Daniel C. and Amber J. Ottney - Parcel 3

A temporary easement for construction purposes over, under, across and through part of the following described property:

Lot 32, Block 5, MEADOW CREEK 4TH ADDITION

Said temporary easement being the Northwesterly 10.00 feet of the Northeasterly 18.32 feet of said Lot 32.

Temporary Easement Area = 197 SF

14-47803-05-310 - Charles and Katherine Maahs - Parcel 4

A temporary easement for construction purposes over, under, across and through part of the following described property:

Lot 31, Block 5, MEADOW CREEK 4TH ADDITION

Said temporary easement being the Northeasterly 5.00 feet of the Southeasterly 75.00 feet of said Lot 31.

Together with a temporary easement for construction purposes over, under, across and through the Southwesterly 14.30 feet of the Northeasterly 19.30 feet of the Southeasterly 10.00 feet of said Lot 31.

Temporary Easement Area = 524 SF

14-47803-05-130 - Aaron and Holly Groff - Parcel 5

A temporary easement for construction purposes over, under, across and through part of the following described property:

Lot 13, Block 5, MEADOW CREEK 4TH ADDITION

Said temporary easement being the Southeasterly 5.00 feet of the Southwesterly 30.00 feet of the Northeasterly 49.50 feet of said Lot 13.

Temporary Easement Area = 151 SF

14-01800-52-030 - Michael E. McMahon, Trustee, and Richard M.C. Glenn III, Trustee - Parcel 22

A temporary easement for construction purposes over, under, across and through part of the following described property:

That part the Southwest Quarter of the Southwest Quarter of Section 18, Township 114 North, Range 19 West lying southerly and westerly of a line commencing at the Southwest Corner of said Section 18, thence north along the west line of said Section 18 a distance of 721.31 feet to the point of beginning of said line; thence South 80 degrees 27 minutes 24 seconds East a distance of 606.62 feet; thence South 35 degrees 26 minutes 04 seconds East a distance of 766.11 feet more or less to the south line of the Southwest Quarter and there terminating. Except that part platted as FAIRHILL PARK.

Said temporary easement being the West 10.00 feet of the Southwesterly 88.00 feet of the Northeasterly 178.00 feet of said described property.

Temporary Easement Area = 893 SF

; and

WHEREAS, appraisals have been completed for six parcels by Valbridge Property Advisors for a total appraised value of \$12,950.00; and

WHEREAS, the 2022 Parks Capital Improvement Program Budget includes sufficient funds for the right of way acquisitions required by the Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised values prepared by Valbridge Property Advisors for the acquisition of the right of way for the North Creek Greenway Lakeville-Farmington Segment and authorizes County staff, in its discretion, to share the appraisal data with the respective landowners, including all or portions of the completed appraisals as part of the negotiation process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of right of way for the North Creek Greenway Lakeville-Farmington Segment at the approved appraised values and in accordance with County policy and authorizes payment from the adopted 2022 Parks Capital Improvement Program budget.

Ayes: 7

**9.10 Resolution No: 22-501**

Authorization To Purchase Fuel From State Of Minnesota Fuel Consortium Program

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County has experienced significant variability in spot market fuel prices in the past; and

WHEREAS, the State of Minnesota is offering participants in the Fuel Consortium Program (Consortium) an opportunity to purchase fuel on a fixed price basis for a period of February 1, 2023 to January 31, 2024; and

WHEREAS, the fixed prices available under the Consortium program are expected to be lower than prices available through the spot market; and

WHEREAS, purchasing fuel on a fixed price basis will ensure accurate County budget planning and budget stability; and

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

WHEREAS, use of the Consortium will reduce Dakota County administrative costs associated with the competitive bidding process and avoid duplication of activity.

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

Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to purchase 70 percent (131,300 gallons) of the County's estimated unleaded fuel need and 70 percent (118,500 gallons) of the County's estimated diesel fuel needs for the period of February 1, 2023, to January 31, 2023, through the State Fuel Consortium Program, at the rates approved by the State of Minnesota; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Parks, Facilities, and Fleet Management Director to purchase the remaining amount of fuel necessary for County operations from the State Spot Price Program or through local spot price vendors.

Ayes: 7

**9.11 Resolution No: 22-502**

Authorization To Execute 2022 Lease Agreement For Agricultural Use Of County Property

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County has historically leased some unimproved County-owned land for interim agricultural purposes until such time it can be converted to its highest and best use according to approved plans; and

WHEREAS, the parcel of land in Hampton for the future Grounds and Transportation Maintenance shop was purchased by the County, and the closing occurred in early June 2022; and

WHEREAS, the previous owner had an existing relationship with the farmer, Joseph H. Meyer, to farm the land for the 2022 growing season; and

WHEREAS, upon closing, the County confirmed with Mr. Meyer that he planned to continue farming the parcel for the 2022 season and harvest his crop in the Fall; and

WHEREAS, the County and Mr. Meyer agreed on a price of \$200/acre for the 19 tillable acres planted, which aligns with other County leases for agricultural use; and

WHEREAS, in early 2023, the County will plant the site in a suitable vegetation for the long-term stability of the soils until construction happens on the site in future years; and

WHEREAS, staff recommends that the County Board authorize execution of the lease agreement with Joseph H. Meyer in the amount of \$3,800.

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a farm lease agreement with Joseph H. Meyer for 19 tillable acres of farmland for the period of April 1, 2022, through December 31, 2022, in the amount of \$3,800, subject to the approval of the County Attorney's Office as

to form.

Ayes: 7

**9.12 Resolution No: 22-503**

Authorization To Execute Contract Amendment With Waste Management Of Minnesota, Inc., For Resource Management Services At County Buildings, Parks Facilities, And Residential Organics Drop-Off Locations

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Dakota County currently contracts with Waste Management for resource management services at County buildings, including service centers, libraries, detention facilities, transportation buildings, park facilities, and some residential organics drop-off locations (e.g., Thompson Park, Holland Lake); and

WHEREAS, the contract with Waste Management was executed in late 2019 for a 3-year period ending December 31, 2022; and

WHEREAS, due to several factors, including; extending the contract term by one month, dumpster overages and fees, additional service levels due to residential organics drop sites, increased demand for services in parks, the addition of the SMART Center, among others, a contract amendment is necessary to account for increased costs over this contract period; and

WHEREAS, the original contract with Waste Management was signed for \$438,893 and was administratively amended in September 2021 in the amount of \$43,889 for a revised total of \$482,782; and

WHEREAS, the proposed second amendment to the contract in the amount of \$59,811 requires County Board approval and will bring the amended contract maximum to a total of \$542,593 over the 37-month term; and

WHEREAS, staff recommends executing a contract amendment with Waste Management for resource management services from through January 31, 2023, for a maximum amount of \$542,593; and

WHEREAS, funds are included in the Facilities Management Adopted Budget for 2022 expenses.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract amendment with Waste Management of Minnesota, Inc., for resource management services through January 31, 2023, in an amount not to exceed \$542,593 for the total contract, subject to the approval of the County Attorney's Office as to form.

Ayes: 7

**10. Public Safety**

**10.1** Resolution No: 22-504

Authorization to Execute Contract With Doug Nelson Consulting To Provide Radiological Emergency Preparedness, Emergency Management, And Homeland Security Planning Services

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, has been provided funding from the federal government under the Radiological Emergency Preparedness (REP) and Urban Area Security Initiative (UASI) grant programs to enhance preparedness activities related to natural disasters and terrorism; and

WHEREAS, Dakota County has been awarded the REP and UASI grants by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, for the purpose of improving Dakota County's ability to plan for, respond to, and recover from potential Countywide disasters or emergencies; and

WHEREAS, Dakota County will continue partnerships with the Cities of Inver Grove Heights, Mendota Heights, South St. Paul, West St. Paul, and Farmington through joint powers agreements to provide emergency management planning services and consulting services provided under this contract; and

WHEREAS, Dakota County Sheriff deems it to be in its best interests to continue to contract with Doug Nelson Consulting to assist in the facilitation of REP, emergency management, and homeland security planning activities that will better prepare Dakota County and its citizenry to prepare for and respond to any potential countywide disasters or emergencies.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to execute a contract with Doug Nelson Consulting, for radiological emergency preparedness, emergency management, and homeland security planning activities for the period of January 1, 2023, through December 31, 2025, up to a maximum of 1,430 hours annually for the City contracts and additional Dakota County duties at a rate of \$43 per hour for 2023, \$44 per hour for 2024, and \$45 per hour for 2025, subject to approval by the County Attorney's Office as to form.

Ayes: 7

**10.2** Resolution No: 22-505

Authorization To Execute Contract Amendment With Summit Food Service For Food Service Costs In Dakota County Jail And Juvenile Services Center

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, the Sheriff received approval to execute a contract with Summit Food Service for the period of January 1, 2022 through December 31, 2022 for food service in the Dakota County Jail and Juvenile Service Center; and

WHEREAS, the contract maximum was set at \$474,863.10; and

WHEREAS, total expenditures through August 2022 are \$408,257.53, leaving a remaining amount of \$66,605.57 within the contract maximum; and

WHEREAS, there is a need to amend the contract maximum for the period of January 1, 2022, through December 31, 2022 to \$675,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Sheriff is hereby authorized to execute a contract amendment with Summit Food Service to provide food service to the Dakota County Jail and the Juvenile Services Center for the period of January 1, 2022 through December 31, 2022, based on the not to exceed totals above, subject to approval by the County Attorney's Office as to form.

Ayes: 7

## **11. Public Services and Revenue**

### **11.1 Resolution No: 22-506 Renewal Of Policy Regarding Installment Plan For Repurchases Of Non-Homestead Tax-Forfeited Property**

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, Minn. Stats. § 282.241 and 282.261 require a person repurchasing a tax-forfeit parcel pay at least one-tenth of the purchase price and shall pay the balance in nine equal installments; and

WHEREAS, Minn. Stat. § 282.261, subd. 3, provides that a county board may annually resolve to require that for non-homesteaded property, the minimum down payment must be twenty percent of the purchase price with the balance paid in four equal annual installments.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby resolves that the five-year installment repurchase plan, authorized in Minn. Stat. § 282.261, subd. 3, shall apply to all non-homestead, tax-forfeited property in Dakota County for one year beginning the first business day of 2023.

Ayes: 7

### **11.2 Resolution No: 22-507 Authorization To Execute Grant Agreement With Dakota County Law Library For American Rescue Plan Act State And Local Fiscal Recovery Funds**

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, adequate law library resources serve the citizens hardest hit by the current economic environment or who may otherwise encounter barriers to navigating our judicial system; and

WHEREAS, all county law libraries are governed by Minnesota Statutes Chapter 134A which specifies how fees are determined; and

WHEREAS, Dakota County Law Library funding is generated by collecting a fee from filings associated with court cases, both civil and criminal; and

WHEREAS, Fee income is still down over 26 percent from 2019 revenue levels and current trends do not indicate signs of recovery to former levels; and

WHEREAS, due to the increasing cost of materials, staff salaries and benefits, and the simultaneous lack of growth in filing fee revenues, the Law Library fund balance is drawn upon annually to fund law library services and is anticipated to be depleted by mid-2024; and

WHEREAS, by Resolution No. 21-618 (December 14, 2021), the County Board approved using American Rescue Plan (ARP) Act State and Local Recovery Funds (SLFRF) revenue replacement funds for a \$115,000 Law Library grant in 2022; and

WHEREAS, all expenses are ARP-SLFRF eligible under the expenditure category of provision of government services pursuant to Final Rule, 31 CFR Part 35, Subp. A, Section 35.6 (d) Providing Government Services - to the extent of a reduction in the recipient's general revenue.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Public Services and Revenue Director to execute a grant agreement with the Dakota County Law Library in an amount not to exceed \$115,000 for the Law Library 2022 budget, subject to approval by the County Attorney's Office as to form.

Ayes: 7

## **REGULAR AGENDA**

### **12. County Board/County Administration**

#### **12.1 County Manager's 2023 Recommended Budget**

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

Information only; no action requested.

### **13. Physical Development**

#### **13.1 Resolution No: 22-508**

Reaffirmation Of Base Levy And Approval of 2023 Incremental Levy For Dakota County Community Development Agency

Motion: Mike Slavik

Second: Laurie Halverson

Director of Community and Economic Development, (Community Development



Agency) Lisa Alfson briefed this item and responded to questions.

WHEREAS, the Dakota County Board of Commissioners (Board) has determined that the availability of accessible, affordable housing and economic development activities are a necessary component of a vital, sustainable economy in Dakota County; and

WHEREAS, the Dakota County Community Development Agency (CDA) has the powers of a Housing and Redevelopment Authority and Economic Development Authority within Dakota County; and

WHEREAS, there continues to be a substantial gap between the demand for affordable housing and economic development activities in Dakota County and financial resources for such activities, and additional capital for the CDA to support these activities is desired to contribute to a vital, sustainable economy in Dakota County; and

WHEREAS, the CDA develops senior and workforce apartments financed through the use of housing revenue bonds with the pledge of general obligation backing by Dakota County, as approved by the Board; and

WHEREAS, the Board has previously approved the ongoing base levy by the CDA of special benefit taxes at a rate of .0144 percent of Estimated Market Value to support debt service payments for the CDA bond-funded developments; and

WHEREAS, the CDA is authorized under Minn. Stat. § 469.033, Subd. 6, with the approval of the Board, to levy additional special benefit taxes, up to an amount of .0041 percent of Estimated Market Value (the Incremental Levy) for a total levy of .0185 percent; and

WHEREAS, the CDA is requesting approval of an Incremental Levy of .0012 percent for a total levy of .0156 percent of Estimated Market Value; and

WHEREAS, the Incremental Levy would provide the CDA with an estimated \$697,392 for CDA-supported programs; and

WHEREAS, the approval of the Incremental Levy applies only to taxes payable in 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reaffirms the Dakota County Community Development Agency's base levy rate of .0144 percent of Estimated Market Value and approves the Community Development Agency's incremental levy of .0012 percent of Estimated Market Value, for a total Community Development Agency levy rate of .0156 percent of Estimated Market Value for taxes payable in 2023 for the purpose of providing affordable housing and supporting economic development activities in Dakota County through the Community Development

Agency's Common Bond Development Program and other Community Development Agency-supported programs.

Ayes: 7

#### **14. Closed Session**

##### **14.1 Resolution No: 22-509**

Approval Of Legal Strategy And Authority For Acquisition Of Right Of Way On County Project 91-29 In Marshan Township

Motion: Mike Slavik

Second: Joe Atkins

This item did not go into closed session. Commissioners unanimously authorized the County Attorney's Office to proceed as noted in the confidential memo distributed to the Board.

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 91-29; and

WHEREAS, CP 91-29 is a project by Dakota County which consists of the reconstruction of County State Aid Highway (CSAH) 91 (Nicolai Avenue) from 210th Street to Trunk Highway 316 (Red Wing Boulevard) in Marshan Township, and will also improve drainage and replace culverts, with construction scheduled for 2023; and

WHEREAS, the purpose of CP 91-29 is improving safety along the corridor, which will be completed by improving the roadway surface, adding turn lanes, and improving drainage; and

WHEREAS, Dakota County is the lead agency for CP 91-29 with right-of-way acquisition necessary in 2023 for construction to begin in 2023; and

WHEREAS, by Resolution No. 22-402 (September 20, 2022) The County Board of Commissioners authorized the acquisition of certain properties identified in the resolution and initiation of quick-take eminent domain pursuant to Minn. Stat. § 117.042, if necessary, to construct the recommended improvements; and

WHEREAS, the County offered Landowners compensation based on the County's approved appraised value for the parcels; and

WHEREAS, certain Landowners have not responded or are seeking additional compensation for loss or damages related to the acquisitions; and

WHEREAS, on November 10, 2022, the Dakota County Attorney's Office provided a confidential memorandum to the Dakota County Board of Commissioners explaining the legal strategy for accomplishing Dakota County's acquisition of the property rights identified in Dakota County Right of Way Map No. 492 as Parcels 7, 8, 9, 10, 15, and 16; and

WHEREAS, after review of the information contained in the confidential memorandum the County Board determined a closed session discussion with the County Attorney's Office was not required prior to providing settlement direction.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the County Attorney's Office to proceed with the legal strategy for the acquisition of Parcels 7, 8, 9, 10, 15, and 16, as set forth in the confidential memorandum provided to the Board.

Ayes: 7

#### **15. Interagency Announcements/Reports**

Interagency announcements and reports were then presented.

#### **16. County Manager's Report**

County Manager Matt Smith commented on the following:

- Dakota County will receive awards and be recognized by Association of Minnesota Counties (AMC).
- The Statement of Proposed Property Taxes are now available online.
- Budget and Levy Hearing will be held in the Boardroom at 6:00 p.m. on November 29, 2022.

#### **17. Information**

##### **17.1 Information**

See Attachment for future Board meetings and other activities.

#### **18. Adjournment**

On a motion by Commissioner Slavik, seconded by Commissioner Hamann-Roland, the meeting was adjourned at 9:46 a.m.

##### **18.1 Resolution No: 22-510 Adjournment**

Motion: Mike Slavik

Second: Mary Hamann-Roland

Ayes: 7

Kathleen A. Gaylord  
Chair

ATTEST

Matt Smith  
County Manager



# Dakota County

## Board of Commissioners

### Minutes

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Tuesday, November 29, 2022

4:30 PM

Boardroom, Administration Center,  
Hastings, MN

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**This was a Special County Board Meeting.**

#### 1. Call To Order And Roll Call

**Present:** Commissioner Mike Slavik  
Commissioner Kathleen A. Gaylord  
Commissioner Laurie Halverson  
Commissioner Liz Workman  
Commissioner Mary Liz Holberg  
Commissioner Mary Hamann-Roland

**Excused:** Commissioner Joe Atkins

Commissioner Atkins was present via Zoom, but was not part of the voting quorum for the meeting.

Also in attendance were Matt Smith, County Manager and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

#### 2. Pledge Of Allegiance

The meeting was called to order at 4:30 p.m. by Chair Kathleen A. Gaylord who welcomed everyone and opened the meeting with the Pledge of Allegiance.

#### 3. Agenda

**3.1** Resolution No: 22-511  
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland Second: Mike Slavik

Ayes: 7

#### REGULAR AGENDA

#### 4. Closed Executive Session

**4.1** Resolution No: 22-512  
Closed Executive Session: Discuss Labor Negotiations Strategy

Motion: Mary Hamann-Roland Second: Mike Slavik

The time being 4:37 p.m. and pursuant to public notice, the County Board recessed to Conference Room 3A, Administration Center, Hastings, to discuss

Labor Negotiations Strategy.

The following were present:

Commissioner Mike Slavik, District 1  
Commissioner Kathleen A. Gaylord, District 2  
Commissioner Laurie Halverson, District 3  
Commissioner Joe Atkins, District 4 (via Zoom)  
Commissioner Liz Workman, District 5  
Commissioner Mary Liz Holberg, District 6  
Commissioner Mary Hamann-Roland, District 7  
Matt Smith, County Manager  
Andrew Benish, Employee Relations Director  
Nathan Hanson, Intergovernmental Analyst  
Jeni Reynolds, Sr. Administrative Coordinator to the Board

The Closed Executive Session continued until 4:56 p.m.

WHEREAS, upon adoption of a resolution by majority vote, the Dakota County Board is authorized, pursuant to Minn. Stat. § 13D.03, to hold a closed executive session to discuss labor negotiations strategy; and

WHEREAS, the Dakota County Board of Commissioners desires to meet to discuss labor negotiations strategy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Special County Board meeting on November 29, 2022, and recesses to Conference Room 3A, Administration Center, Hastings, Minnesota, in order to discuss labor negotiations strategy.

Ayes: 7

**4.2 Resolution No: 22-513**

Closed Executive Session: County Manager's Year-End Performance Review

Motion: Laurie Halverson

Second: Mike Slavik

The time being 5:00 p.m. and pursuant to public notice, the County Board met in Conference Room 3A, Administration Center, conducted in accordance with Minnesota Statutes sections 13D.021 and 13D.03 to hold a Closed Executive Session to discuss the County Manager's Year-End performance review.

The following were present:

Commissioner Mike Slavik, District 1  
Commissioner Kathleen A. Gaylord, District 2  
Commissioner Laurie Halverson, District 3  
Commissioner Joe Atkins, District 4 (joined via Zoom)  
Commissioner Liz Workman, District 5  
Commissioner Mary Liz Holberg, District 6  
Commissioner Mary Hamann-Roland, District 7  
Matt Smith, County Manager

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The Closed Executive Session continued until 5:54 p.m., at which time the Board reconvened to close the County Board meeting with all members present.

WHEREAS, upon adoption of a resolution by majority vote, the Dakota County Board is authorized, pursuant to Minn. Stat. § 13D.05 3(a), to hold a closed executive session to discuss the performance of an individual who is subject to its authority; and

WHEREAS, the Dakota County Board of Commissioners desires to meet to discuss the performance of the County Manager.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Dakota County Board of Commissioners meeting on November 29, 2022, and recesses to conference room 3A, Administration Center, Hastings, Minnesota, to discuss the performance of the County Manager.

Ayes: 7

**5. Adjournment**

**5.1** Resolution No: 22-514  
Adjournment

Motion: Mike Slavik

Second: Mary Hamann-Roland

On a motion by Commissioner Slavik, seconded by Commissioner Hamann-Roland, the meeting was adjourned at 5:55 p.m.

Ayes: 7

Kathleen A. Gaylord  
Chair

ATTEST

Matt Smith  
County Manager



# Dakota County

## Board of Commissioners

### Minutes

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Tuesday, November 29, 2022

6:00 PM

Boardroom, Administration Center,  
Hastings, MN

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#### BUDGET AND LEVY PUBLIC HEARING

#### 1. Call To Order And Roll Call

**Present:** Commissioner Mike Slavik  
Commissioner Kathleen A. Gaylord  
Commissioner Laurie Halverson  
Commissioner Liz Workman  
Commissioner Mary Liz Holberg  
Commissioner Mary Hamann-Roland

**Excused:** Commissioner Joe Atkins

Commissioner Atkins was present via Zoom, but was not part of the voting quorum for the meeting.

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

#### 2. Pledge Of Allegiance

The meeting was called to order at 6:00 p.m. by Chair Kathleen A. Gaylord who welcomed everyone and opened the meeting with the Pledge of Allegiance.

#### 3. Agenda

**3.1** Resolution No: 22-515  
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland Second: Laurie Halverson

Ayes: 6

Excused: 1

#### 4. Public Hearing

**4.1** Resolution No: 22-517  
Public Hearing To Receive Comments On 2023 Off Sale Intoxicating Liquor License Applications And Approval Of All 2023 Intoxicating Liquor Licenses

Motion: Laurie Halverson Second: Mike Slavik

The time being 6:06 p.m., and pursuant to public notice, a public hearing was



conducted for the purpose of receiving comments on 2023 Off Sale Intoxicating Liquor License Applications. Public Services and Revenue Deputy Director Teresa Mitchell briefed this item and the public hearing was opened. There were no comments received. The public hearing was unanimously closed at 6:07 p.m. (Resolution No. 22-516).

There was a motion by Commissioner Halverson, seconded by Commissioner Slavik that resulted in an unanimous vote. This motion did not define any action by resolution and therefore is not officially recorded. There was confusion around this item having two resolutions, when it only had one.

The following motion and second was defined for approval of all 2023 Liquor Licenses.

A motion by Commissioner Hamann-Roland, seconded by Commissioner Halverson for approval of all 2023 Intoxicating Liquor Licenses was approved unanimously as follows:

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

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

WHEREAS, on November 29, 2022 at 6:00 p.m., the Dakota County Board of Commissioners conducted a public hearing on the Simman LLC, dba Castle Rock Bar & Grill, and Woody's Liquor Box, Inc. license applications; and

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

WHEREAS, the applications have been approved by the Townships of Douglas, Empire, Marshan, Nininger, Randolph and Ravenna, with the exception of Castle Rock that intends to review the application on December 13, 2022 and the County's action is contingent on Castle Rock Townships approval.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2023 intoxicating liquor licenses and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Castle Rock Township:

Simman LLC, dba Castle Rock Bar and Gill - On and Off Sale Intoxicating and

Sunday Sales

Douglas Township:

Gopher Hills, Inc. - On Sale and Sunday Sale

Empire Township:

Newman Golf Investors, LP dba Southern Hills Golf Course - On Sale and Sunday Sale

Marshan Township:

Hidden Greens, Inc - On Sale and Sunday Sale

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

Bellwood Oaks, Inc. - On Sale and Sunday Sale

Nininger Township:

Emerald Greens Golf, LLC - On Sale and Sunday Sale

Randolph Township:

Woody's Liquor Box, Inc. - Off Sale Intoxicating

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

Ravenna Township:

Almquist Farm LLC - On Sale and Sunday Sale

Ayes: 6

Excused: 1

**4.2** Resolution No: 22-519

Public Hearing To Receive Comments On 2023-2027 Capital Improvement Program Budget

Motion: Mary Hamann-Roland

Second: Liz Workman

The time being 6:11 p.m., and pursuant to public notice, a public hearing was conducted for the purpose of receiving comments on 2023-2027 Capital Improvement Program Budget. Physical Development Deputy Director Erin Stwora briefed this item and the public hearing was opened. Comments submitted from Cities were distributed to the Board. There were no other comments received. The public hearing was unanimously closed at 6:12 p.m. (Resolution No. 22-518).

Although there was no resolution in the board packet asking for approval of the 2023-2027 Capital Improvement Program there was a motion by Commissioner Hamann-Roland, seconded by Commissioner Workman for approval of 2023-2027 Capital Improvement Program. Commissioner Holberg voted no.

WHEREAS, the General Government Policy Committee of the Whole reviewed the 2023-2027 Draft Capital Improvement Program (CIP) Budget on October 4, 2022; and

WHEREAS, the Physical Development Committee reviewed the 2023-2027 Draft CIP on October 11, 2022; and

WHEREAS, Minn. Stat. § 373.40, subd. 3, requires the County to conduct a public hearing prior to the adoption of the County Manager's Recommended CIP Budget; and

WHEREAS, by Resolution No. 22-451 (October 18, 2022), the Dakota County Board of Commissioners released the draft 2023-2027 CIP for formal review and comment; and

WHEREAS, additional comments are sought during a public hearing.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby conducts a public hearing on November 29, 2022 at 6:00 p.m., in the Boardroom, Administration Center 1590 Highway 55, Hastings, Minnesota, to receive comments on the 2023-2027 County Manager's Recommended Capital Improvement Budget.

Ayes: 5

Nay: 1

Excused: 1

**4.3** Resolution No: 22-521  
Public Hearing To Receive Comments On Eligible Projects For County  
Transportation Sales And Use Tax Funds

Motion: Mary Hamann-Roland

Second: Laurie Halverson

The time being 6:15 p.m., and pursuant to public notice, a public hearing was conducted for the purpose of receiving comments on Eligible Projects For County Transportation Sales and Use Tax Funds. Regional and Multi-Modal Transportation Manager Gina Mitteco briefed this item and the public hearing was opened. There were no comments received. The public hearing was unanimously closed at 6:16 p.m. (Resolution No. 22-520).

A motion by Commissioner Hamann-Roland, seconded by Commissioner Halverson for approval to dedicate proceeds of the Dakota County Sales and Use Tax to the following projects was approved as follows. Commissioner Holberg voted no.

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

WHEREAS, by Resolution No. 17-364 (June 20, 2017), the Dakota County

Board enacted a quarter-cent sales tax and \$20 excise tax on new vehicle sales starting October 1, 2017, to fund identified transitway, transit expansion, regional County highway, trail, and trunk highway transportation projects; and

WHEREAS, Dakota County has identified a proposed updated list of transportation projects eligible for Transportation Sales and Use Tax funds based on the needs identified in the Draft 2040 Transportation Plan and through the development of the 2023-2027 Draft Capital Improvement Program; and

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners dedicates the proceeds of the Dakota County Transportation Sales and Use Tax to the following projects:

METRO Orange Line Bus Rapid Transit (BRT): capital and operating costs

METRO Orange Line Extension BRT: capital and operating costs

CSAH 46 Expansion: from TH 3 to TH 52 in Rosemount and Empire Township

CSAH 46 Reconstruction: from Pleasant Drive to TH 61 in Hastings

CSAH 32 Expansion: from CSAH 71 to TH 52 in Inver Grove Heights

CSAH 42 Management improvements: from the western county Line to TH 52 in Burnsville, Apple Valley, and Rosemount

CSAH 86 Reconstruction: from the western county line to TH 3 in Greenvale, Eureka, and Castle Rock Townships

CSAH 23 Pedestrian overpass: at 140th Street in Apple Valley

CSAH 60 Expansion: from CSAH 9 (Dodd) to Highview in Lakeville

CSAH 88 Reconstruction: from CR 94 to TH 56 in Randolph Township

CSAH 88 Reconstruction: from TH 56 to west of Finch Ct in Randolph Township

CSAH 91 Reconstruction: from 210th to TH 316 in Marshan Township

CSAH 91 Reconstruction: from Miesville Trail to TH 61, Miesville, Douglas Township

TH 77 mobility improvements/E-ZPass expansion: in Apple Valley and Eagan

TH 3 safety and mobility improvements: from 55th Street to TH 55 in Inver Grove Heights

TH 3 safety and mobility improvements: from TH 149 to downtown Rosemount in Eagan, Inver Grove Heights, and Rosemount

TH 55 safety and mobility improvements: from TH 52 to General Sieben Drive in Rosemount, Nininger Township, and Hastings

TH 52 and CSAH 62/66 area interchange: in Vermillion Township

I-35 mobility improvements/E-ZPass extension to CSAH 50 in Burnsville and Lakeville, including I-35 and CSAH 50 interchange reconstruction in Lakeville

I-494 and Future CSAH 63 interchange: in Inver Grove Heights

TH 13 corridor improvements: from the western county line to Nicollet Avenue in Burnsville

TH 50 safety improvements: from TH 52 to TH 20/61 in Hampton and Douglas Townships

Non-transitway transit service expansion capital and operating costs (up to \$420,000 annually)

River to River Greenway Regional Trail: Mendota Heights, West St Paul, and South St Paul

Vermillion Highlands Greenway Regional Trail: Rosemount

North Creek Greenway Regional Trail: Apple Valley, Lakeville, and Farmington

Lake Marion Greenway Regional Trail: Lakeville and Burnsville

Mississippi River Greenway Regional Trail: South St Paul

Rosemount Greenway: Rosemount

Vermillion River Greenway: Hastings

Mendota to Lebanon Hills Greenway: Eagan, Inver Grove Heights

Greenway collaborative

Greenway wayfinding installation

Ayes: 5

Nay: 1

Excused: 1

**4.4 Resolution No: 22-522**  
Public Hearing To Receive Comments On Proposed 2023 Dakota County  
Budget And Levy

Motion: Mike Slavik

Second: Laurie Halverson

The time being 6:25 p.m., and pursuant to public notice, a public hearing was conducted for the purpose of receiving comments on Proposed 2023 Dakota County Budget and Levy. Budget Manager Paul Sikorski briefed this item and the public hearing was opened. There were no comments received. The public hearing was unanimously closed at 6:26 p.m. (Resolution No. 22-522).

WHEREAS, Minn. Stat. § 275.065, subd. 3(c), requires the County to conduct a public hearing to allow public input prior to the final budget and levy determination; and

WHEREAS, budget workshops were held November 14-15, 2022; and

WHEREAS, additional comments are sought during a public hearing.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby conducts a public hearing on November 29, 2022 at 6:00 p.m., in the Boardroom, Administration Center 1590 Highway 55, Hastings, Minnesota, to receive comments on the proposed 2023 Dakota County Budget and Levy.

Ayes: 6

Excused: 1

**5. Adjournment**

**5.1 Resolution No: 22-523**  
Adjournment

Motion: Mary Hamann-Roland

Second: Mike Slavik

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the meeting was adjourned at 6:27 p.m.

Ayes: 6

Excused: 1

Kathleen A. Gaylord  
Chair

ATTEST

Matt Smith  
County Manager



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1635

**Agenda #:** 7.1

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Enterprise Finance and Information Services Administration

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Withdraw From Dakota Broadband Board And Terminate Agreement For Financial Management Services**

### **RESOLUTION**

WHEREAS, Dakota County has been a member of the Dakota Broadband Board since 2017; and

WHEREAS, the Dakota Broadband Board directed the Interim Executive Director to prepare a dissolution plan in July 2022 to be considered at a later date; and

WHEREAS, a draft dissolution plan was created and considered by the Dakota Broadband Board at the November 2022 board meeting; and

WHEREAS, the Dakota Broadband Board voted to table the consideration of the dissolution plan until May 1, 2023; and

WHEREAS, the Dakota Broadband Board joint powers agreement allows members who have not provided any system components to withdraw, effective immediately, by providing written notice to the chair of the board; and

WHEREAS, Dakota County provides financial management services to the Dakota Broadband Board; and

WHEREAS, Dakota County will require all cities who use the county fiber network to sign an infeasible right to use agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby directs the County Manager to provide written notice on December 15, 2022 withdrawing from the Dakota Broadband Board effective March 1, 2023 and terminating the financial management services agreement with the Dakota Broadband Board; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs staff to continue to work with Dakota Broadband Board members to develop a dissolution plan that the Board can support.





# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-983

**Agenda #:** 7.2

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Employment and Economic Assistance

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services**

### **RESOLUTION**

WHEREAS, Dakota County implements Minnesota Family Investment Programs (MFIP) to eligible Dakota County residents; and

WHEREAS, a competitive Request for Proposal (RFP) for MFIP Employment Services was issued on August 29, 2016; and

WHEREAS, upon careful review of the proposals, the Evaluation Committee members of the Dakota-Scott Workforce Development Board (WDB) selected the proposal for Avivo, and the WDB approved the committee's recommendation at its October 21, 2016, meeting; and

WHEREAS, by Resolution No. 21-583 (December 14, 2021), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for the provision of MFIP Employment Services in an amount not to exceed \$983,244 for the period of January 1, 2022 through December 31, 2022; and

WHEREAS, the WDB Executive Committee has recommended executing a contract with Avivo and on October 28, 2021, the WDB approved executing a contract with Avivo in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, staff recommends executing a contract with Avivo in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Avivo to provide employment and obtain case management services and job club services for Minnesota Family Investment Programs participants in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, consistent with the Minnesota Family Investment Programs Employment Services

grants awarded by the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, to alter the number and types of clients served, types of services provided, contract amount, reporting requirements, and contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

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



# Board of Commissioners

## Request for Board Action

Item Number: DC-1559

Agenda #: 7.3

Meeting Date: 12/13/2022

**DEPARTMENT:** Public Health

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Accept A Gift From HealthPartners To Dakota County In Support Of Public Health And Amend 2022 Public Health Budget**

### RESOLUTION

WHEREAS, by Resolution No. 09-246 (May 19, 2009), it is required that gifts of real or personal property exceeding \$500 in value must be accepted by resolution of the County Board; and

WHEREAS, in September 2022, Dakota County received notification of being awarded an unrestricted grant in the amount of \$100,000 in support of the work in the Public Health Department; and

WHEREAS, the goal is that Dakota County uses the grant to benefit HealthPartners Medicaid members which may include the following activities:

- General support done by both public health and social services
- Support family home visiting
- Support behavioral health care and services
- Support services needs post pandemic

; and

WHEREAS, a letter signed by the Board Chair will be sent to HealthPartners to thank them for their contribution to the Public Health Department; and

WHEREAS, the Dakota County Public Health Department recommends acceptance of this gift and an amendment to the budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the gift from HealthPartners and expresses its appreciation for this generous gift; and

BE IT FURTHER RESOLVED, That the 2022 Public Health Budget is hereby amended as follows:

### Expense

Program Expenses	\$100,000
<b>Total Expense</b>	<b>\$100,000</b>

**Revenue**Grant Revenue \$100,000**Total Revenue** **\$100,000**



# Board of Commissioners

## Request for Board Action

Item Number: DC-1489

Agenda #: 7.4

Meeting Date: 12/13/2022

**DEPARTMENT:** Public Health

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Joint Powers Agreement With Independent School District 196 For Infant Feeding Support Group**

### RESOLUTION

WHEREAS, research shows that breastfeeding offers many health benefits for infants and mothers, as well as potential economic and environmental benefits for communities; and

WHEREAS, Dakota County Public Health identified a need for services around lactation and breastfeeding support to residents in Dakota County; and

WHEREAS, lactation support is limited in Dakota County, not only within the community, but also within the health care setting; and

WHEREAS, of the three hospitals that are located within Dakota County, Fairview Ridges Hospital had the largest percentage of births at 48 percent (data from 2018 births) and most hospitals offer outpatient lactation support, but transportation can be a barrier, especially considering that majority of births of Dakota County residents occur outside of the county according to the 2015 Dakota County Community Breastfeeding Assessment; and

WHEREAS, the assessment also identified many clinics refer lactation concerns to one central clinic, which typically was outside of Dakota County; and

WHEREAS, the first twelve weeks of an infant's life are a critical time for infant nutrition, especially breastfeeding; and

WHEREAS, Dakota County Public Health and Independent School District 196 (ISD 196) Early Childhood Family Education are partnering to provide a weekly infant feeding support group at the Dakota Valley Learning Center in Apple Valley; and

WHEREAS, the group facilitators include Family Home Visiting nurses, Women, Infants and Children lactation consultants, and an ISD 196 parent educator; and

WHEREAS, the purpose of the group is to provide families an opportunity to have access to lactation support, information, and assistance from peers and lactation professionals on a consistent and regular basis at critical points during early infant nutrition with the target audience being families providing human milk to their infants within Dakota County in the target age of newborn to 12 weeks;

and

WHEREAS, there is no cost to families, and they can continue to participate after 12 weeks of age if they desire; and

WHEREAS, the group will be open to pregnant individuals looking for lactation information, support, and connection with others in the community; and

WHEREAS, staff recommends executing a joint powers agreement (JPA) with ISD 196 for the parties to agree to their respective responsibilities, effective upon execution of the JPA through June 30, 2024; and

WHEREAS, staff recommends authorizing approval for an amendment for one year through June 30, 2025, subject to approval by the County Attorney's Office as to form.

NOW, THEREFORE, BE IT RESOLVED, The Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with Independent School District 196 for an infant feeding support group effective upon execution of the parties through June 30, 2024, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said joint powers agreement contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form.



# Board of Commissioners

## Request for Board Action

Item Number: DC-1544

Agenda #: 7.5

Meeting Date: 12/13/2022

**DEPARTMENT:** Social Services

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Amendment With 360 Communities For Family Homelessness Prevention And Assistance Utilizing Minnesota Housing Finance Agency Program Grant Funds**

### RESOLUTION

WHEREAS, the Minnesota Legislature established the Family Homelessness Prevention and Assistance Program (FHPAP) in 1993 to assist families with children, youth and single adults who are homeless or are at imminent risk of homelessness; and

WHEREAS, by Minn. Stat. § 462A.204, FHPAP grant funding must be administered by counties in the metro area who, in turn, may sub-grant some or all funds to other entities; and

WHEREAS, funding is awarded through a competitive grant application process with predetermined criteria in four categories: planning, project design, program capacity/performance and need; and

WHEREAS, Minnesota Statute also requires the establishment of an advisory committee to assist in preparing the project proposal and the design, implementation, and evaluation of the project; and

WHEREAS, the Dakota County Affordable Housing Coalition (AHC) acts as the FHPAP Advisory Committee and a community-based subcommittee has been established by the AHC to help inform project direction and priorities; and

WHEREAS, by Resolution 21-260 (May 18, 2021), the Dakota County Board of Commissioners authorized executing contracts for the provision of FHPAP, utilizing the grant funds that were authorized under the same resolution; and

WHEREAS, this resolution included authorization to contract with 360 Communities in an amount not to exceed \$293,308 for homelessness prevention services; and

WHEREAS, due to changes in the provision of FHPAP grant services approved by the Minnesota Housing Finance Agency, staff recommends amending the 360 Communities FHPAP contract by an additional \$136,967 to an amount not to exceed \$430,275 through September 30, 2023; and

WHEREAS, 360 Communities will provide additional homelessness prevention services as well as

rapid re-housing services.

NOW, THEREFORE, BE IT RESOLVED, That, the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute an amendment with 360 Communities in an amount not to exceed \$430,275 for the Family Homeless Prevention and Assistance Program for the period of September 1, 2021 through September 30, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, type of services provided, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

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





# Board of Commissioners

## Request for Board Action

Item Number: DC-1564

Agenda #: 7.6

Meeting Date: 12/13/2022

**DEPARTMENT:** Social Services

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract With 360 Communities For Dakota County Housing Clinic Housing Support Workers**

### RESOLUTION

WHEREAS, Dakota County Social Services staff, Dakota County Courts and partners have collaborated to create an eviction court clinic called the Dakota County Housing Clinic (DCHC); and

WHEREAS, the DCHC is a voluntary program that offers support, including legal assistance, financial assistance, and access to housing support services, to tenants at the first appearance for eviction cases; and

WHEREAS, housing support workers are present at court hearings scheduled three days per week; and

WHEREAS, these positions work with the courts, do pre-court outreach to tenants, connect tenants to resources and services, provide support for applications for federal Emergency Rental Assistance (ERA), Emergency Assistance and Emergency General Assistance funds, and assist with communication and coordination between tenants, landlords and courts; and

WHEREAS, on August 1, 2021, Dakota County entered into a contract with 360 Communities to begin this work for \$99,000 for the period of August 1, 2021 through September 30, 2022; and

WHEREAS, by Resolution 21-415 (August 24, 2021), the Dakota County Board of Commissioners authorized an amendment to add an additional \$56,000 for additional services in the same contract period, for a total not to exceed contract amount of \$155,000 effective upon execution which was fully funded with Emergency Rental Assistance funds for Housing Stability Services, including court coordination services; and

WHEREAS, with the passage of the Eviction Moratorium Off-Ramp legislation, the DCHC planning committee anticipated a high volume of evictions to be filed and a high volume of cases to flow through eviction court; and

WHEREAS, to accommodate this work, Social Services proposed to add three additional Housing Support Worker positions to DCHC via a contract with 360 Communities; and

WHEREAS, by Resolution 22-295 (July 19, 2022), the Dakota County Board of Commissioners

authorized an amendment to add an additional \$82,835 to the contract for a total of \$237,835 and extend the term to December 31, 2022; and

WHEREAS, the additional time has allowed this team to continue serving clients in eviction court and the additional funds will allow this team to expand by one full-time Housing Support Worker; and

WHEREAS, to support continued Housing Clinic activities, staff proposes a new contract with 360 Communities for the period of January 1, 2023 through December 31, 2023, for a total not to exceed amount of \$359,276.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with 360 Communities for housing clinic housing support workers funded by the Emergency Rental Assistance funds for Housing Stability Services for a total not to exceed contract amount of \$359,000, for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

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



# Board of Commissioners

## Request for Board Action

Item Number: DC-1476

Agenda #: 7.7

Meeting Date: 12/13/2022

**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend Joint Powers Agreement With City Of South St. Paul For Mississippi River Greenway: Wakota Bridge Trailhead**

### RESOLUTION

WHEREAS, by Resolution No. 21-268 (May 18, 2021), the County Board authorized a joint powers agreement (JPA) #C0034615 with the City of South St. Paul for final design of the Mississippi River: Wakota Bridge Trailhead; and

WHEREAS, the construction of a new trailhead facility on the Mississippi River Greenway is a shared priority between the City of South St Paul and Dakota County; and

WHEREAS, through this partnership, Dakota County and South St. Paul have secured \$1,100,000 in state and federal grants; and

WHEREAS, the final project construction estimate is \$1,450,000, including a 10 percent contingency; and

WHEREAS, Dakota County and the City of South St. Paul will each contribute up to an additional \$170,000 towards final construction costs; and

WHEREAS, Dakota County and City of South St. Paul will equally share in deferred maintenance as needed to keep the trailhead facility operational; and

WHEREAS, a future Supplemental Maintenance Agreement will be established between the City of South St. Paul and Dakota County for ongoing maintenance; and

WHEREAS, the construction cost share for Dakota County of the joint power agreement is amended to add up to \$170,000, including a ten percent contingency; and

WHEREAS, sufficient revenues are available in the recommended 2023 Dakota County Park Capital Improvement Program within the Greenway Collaborative set-aside.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to amend a joint powers agreement with City of South St. Paul to fund the construction of the Mississippi River Greenway: Wakota Bridge Trailhead for the period of January 1, 2023, through December 31, 2024, as presented, subject to approval by the

County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a supplemental maintenance agreement with the City of South St Paul for the Mississippi River Greenway, including the Wakota Bridge Trailhead, subject to approval by the County Attorney's Office as to form.



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1528

**Agenda #:** 7.8

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### **TITLE**

**Approval Of 2023 Planning Commission Work Plan**

### **RESOLUTION**

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

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

WHEREAS, the County Board has identified topics for 2023, including the preparation of plans for natural resources, parks, greenways, and transportation; and

WHEREAS, the 2023 Planning Commission Work Plan is consistent with County Board projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the 2023 Planning Commission Work Plan as presented to the Physical Development Committee of the Whole on November 29, 2022.



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1576

**Agenda #:** 7.9

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization Of Resolution Of Support For 2022 Minnesota Department Of Transportation Active Transportation Funding Applications**

### **RESOLUTION**

WHEREAS, the Minnesota Department of Transportation (MnDOT) is requesting funding application submittals for funding under the Active Transportation (AT) program; and

WHEREAS, the AT program funds up to 100 percent of project construction costs; and

WHEREAS, funding application submittals are due December 30, 2022; and

WHEREAS, all projects proposed are consistent with the adopted Dakota County Pedestrian and Bicycle study as well as the Dakota County Pedestrian Crossing Safety Assessment; and

WHEREAS, applications to the AT program require a full resolution of support from the sponsoring agency.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board hereby supports the submittal of 2022 Minnesota Department of Transportation Active Transportation program applications for the following projects:

1. County Project 97-217, Pedestrian Crossing Safety Enhancements
2. County Project 56-14, Concord Boulevard Pedestrian and Bicycle Improvements



# Board of Commissioners

## Request for Board Action

Item Number: DC-1577

Agenda #: 7.10

Meeting Date: 12/13/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Agreement With Minnesota Pollution Control Agency For Household Hazardous Waste Program And Execute Agreement With PaintCare Inc.**

### RESOLUTION

WHEREAS, the Dakota County Board of Commissioners wishes to participate in the statewide household hazardous waste (HHW) program to further the goals of protecting public health and the environment; and

WHEREAS, Minn. Stat. § 115A.96 allows Metropolitan HHW programs to be administered by a public entity through an agreement with the Minnesota Pollution Control Agency (MPCA); and

WHEREAS, Minn. Stat. § 115A.1415 requires paint producers to implement a product stewardship program for architectural paint in Minnesota; and

WHEREAS, paint producers created PaintCare Inc., a non-profit organization, to administer and implement paint product stewardship programs across the country; and

WHEREAS, PaintCare Inc.'s product stewardship program went into effect in Minnesota on November 1, 2014, with a per-can fee on architectural paint sold; and

WHEREAS, funds collected by PaintCare Inc. are used to reimburse counties for costs associated with managing and the transportation of architectural paint collected at The Recycling Zone, at events, and for paint taken by the public for reuse; and

WHEREAS, staff recommends execution of an Agreement with the MPCA for HHW Program operations; and

WHEREAS, to participate in the product stewardship program, Minnesota counties must enter into an Agreement with PaintCare Inc. that addresses indemnification rights and obligations, insurance coverage, spill reporting, and the right for PaintCare to inspect county HHW facilities and records related to paint reimbursement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director to execute an agreement between Dakota County and the Minnesota Pollution Control Agency to operate the Dakota County Household Hazardous Waste Program, as substantially presented to the Physical Development Committee of

the Whole on November 29, 2022, and subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director to execute an agreement with Dakota County and PaintCare Inc. to address indemnification, insurance coverage, and reimbursement to Dakota County for costs associated with managing and transportation of architectural paint, as substantially presented to the Physical Development Committee of the Whole on November 29, 2022, and subject to approval by the County Attorney's Office as to form.





# Board of Commissioners

## Request for Board Action

Item Number: DC-1613

Agenda #: 7.11

Meeting Date: 12/13/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Host Fee Agreements For Burnsville Sanitary Landfill, Burnsville Dem/Con Landfill, Pine Bend Sanitary Landfill, Dawnway Demolition Landfill, And SKB Environmental**

### RESOLUTION

WHEREAS, Burnsville Sanitary Landfill, Inc., (BSLI) is the owner and operator of the Burnsville Sanitary Landfill, located in the city of Burnsville, which accepts solid waste for disposal; and

WHEREAS, Dakota County entered into five Host Fee Agreements with BSLI for payment of host fees in lieu of statutory surcharge fees on solid waste disposed of at the Burnsville Sanitary Landfill from 1997 through 2022; and

WHEREAS, the current Host Fee Agreement between Dakota County and BSLI expires on December 31, 2022; and

WHEREAS, BSLI and Dakota County have reached an agreement on the terms of a Host Fee Agreement that requires BSLI to pay Dakota County a host fee on solid waste disposed of at the Burnsville Sanitary Landfill from January 1, 2023, through December 31, 2027, in lieu of the surcharge fee provided for by Minn. Stat. § 115A.919; and

WHEREAS, BSLI is the owner and operator of the Burnsville Dem/Con Landfill, located in the city of Burnsville, which accepts solid waste for disposal; and

WHEREAS, Dakota County entered into five Host Fee Agreements with BSLI for the payment of host fees at the Burnsville Dem/Con Landfill from 1998 through 2022; and

WHEREAS, the current Host Fee Agreement between Dakota County and BSLI expires on December 31, 2022; and

WHEREAS, BSLI and Dakota County have reached an agreement on the terms of a Host Fee Agreement that requires BSLI to pay Dakota County a host fee on solid waste disposed at the Burnsville Dem/Con Landfill from January 1, 2023, through December 31, 2027, in lieu of the surcharge fee provided for by Minn. Stat. § 115A.919; and

WHEREAS, BFI Waste Systems of North America, LLC, (BFI) is the owner and operator of the Pine Bend Sanitary Landfill, located in the city of Inver Grove Heights, which accepts solid waste for

disposal; and

WHEREAS, Dakota County entered into five Host Fee Agreements with BFI for payment of host fees in lieu of statutory surcharge fees on solid waste disposed of at the Pine Bend Sanitary Landfill from 1997 through 2022; and

WHEREAS, the current Host Fee Agreement between Dakota County and BFI expires on December 31, 2022; and

WHEREAS, BFI and Dakota County have reached an agreement on the terms of a Host Fee Agreement that requires BFI to pay Dakota County a host fee on solid waste disposed of at the Pine Bend Sanitary Landfill from January 1, 2023, through December 31, 2027, in lieu of the surcharge fee provided for by Minn. Stat. § 115A.919; and

WHEREAS, Frattalone's Dawnway, LLLP, (Frattalone) is the owner and operator of the Frattalone Dawnway Demolition Landfill, located in the Cities of Inver Grove Heights and South St. Paul, which accepts solid waste for disposal; and

WHEREAS, Dakota County entered into three host fee agreements with Frattalone for payment of host fees on waste disposed of in the Landfill from 2008 through 2022; and

WHEREAS, the current Host Fee Agreement between Dakota County and Frattalone expires on December 31, 2022; and

WHEREAS, Frattalone and Dakota County have reached an agreement on the terms of a host fee agreement that requires Frattalone to pay Dakota County a host fee on solid waste disposed at the Dawnway Demolition Landfill from January 1, 2023, through December 31, 2027, in lieu of the surcharge fee provided for by Minn. Stat. § 115A.919; and

WHEREAS, SKB Environmental, Inc., (SKB) is the owner and operator of the SKB Industrial Waste Landfill and SKB Demolition Landfill, located in the city of Rosemount, and SKB Rich Valley Demolition Landfill, located in the city of Inver Grove Heights, which accept solid waste for disposal; and

WHEREAS, Dakota County entered into five host fee agreements with SKB for payment of host fees on waste disposed of in the Landfills from 2000 through 2022; and

WHEREAS, the current Host Fee Agreement between Dakota County and SKB expires on December 31, 2022; and

WHEREAS, SKB and Dakota County have reached an agreement on the terms of a host fee agreement that requires SKB to pay Dakota County a host fee on solid waste disposed at the SKB Rosemount Industrial Waste, the SKB Rosemount Demolition Landfill, and the SKB Rich Valley Demolition Landfill from January 1, 2023, through December 31, 2027, in lieu of the surcharge fee provided for by Minn. Stat. § 115A.919.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the Host Fee Agreement between Dakota

County and BSLI, as presented to the Physical Development Committee of the Whole on November 29, 2022, for waste disposed of in the Burnsville Sanitary Landfill during the period from January 1, 2023, through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the Host Fee Agreement between Dakota County and BSLI, as presented to the Physical Development Committee of the Whole on November 29, 2022, for waste disposed of in the Burnsville Dem/Con Landfill during the period from January 1, 2023, through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the Host Fee Agreement between Dakota County and BFI, as presented to the Physical Development Committee of the Whole on November 29, 2022, for waste disposed of in the Pine Bend Sanitary Landfill during the period from January 1, 2023, through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the Host Fee Agreement between Dakota County and Frattalone, as presented to the Physical Development Committee of the Whole on November 29, 2022, for waste disposed of in the Dawnway Demolition Landfill during the period from January 1, 2023, through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the Host Fee Agreement between Dakota County and SKB, as presented to the Physical Development Committee of the Whole on November 29, 2022, for waste disposed of in the SKB Rosemount Industrial Waste, The SKB Rosemount Demolition Landfill, and the SKB Rich Valley Demolition Landfill during the period from January 1, 2023, through December 31, 2027, subject to approval by the County Attorney's Office as to form.



# Board of Commissioners

## Request for Board Action

Item Number: DC-1678

Agenda #: 8.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Attorney

**FILE TYPE:** Consent Action

### TITLE

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

### PURPOSE/ACTION REQUESTED

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

### SUMMARY

The Dakota County Attorney's Office is currently providing legal services to the Dakota County Community Development Agency (CDA), Dakota County Drug Task Force (DCDTF) and Metropolitan Library Service Agency (MELSA) pursuant to legal services agreements. The agreements have or will expire by December 31, 2022 (Attachments). There is a mutual desire to extend the arrangement with each agency through the end of 2024. The new agreements have substantially the same terms as the current agreements.

Pursuant to the agreements, the County Attorney's Office will provide services to the CDA, DCDTF (except for the first 60 hours, see below) and MELSA at an hourly rate of \$216.00 in 2023 for attorney time and \$48.00 for paralegal time; and in 2024, at an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time. The Dakota County Finance Department determined that the hourly rate includes direct and indirect administrative costs for a mid-level senior attorney in the County Attorney's Office.

The Dakota County Attorney's Office will continue to provide DCDTF 60 hours of legal service (inclusive of both attorney and paralegal time) at no cost to the DCDTF for each year of the contract term and after the first 60 hours have been exhausted, work will be billed at the applicable rate for each year of the contract term.

### RECOMMENDATION

The County Manager and the Dakota County Attorney recommend the County Board authorize the Dakota County Attorney to execute the legal services agreements for CDA, DCDTF and MELSA through the end of 2024.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

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

**RESOLUTION**

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

WHEREAS, those agreements have or will expire by December 31, 2022; and

WHEREAS, CDA, DCDTF and MELSA staff wish to continue receiving legal advice and services from the County Attorney's Office, and the County Attorney's Office is not required to, but is willing to provide legal services as requested on terms agreeable to the County and the requesting entity; and

WHEREAS, the proposed legal services agreements with the CDA, DCDTF, and MELSA will extend through the end of 2024; and

WHEREAS, pursuant to the agreements, the County Attorney's Office will provide services to the CDA, DCDTF (except for the first 60 hours, see below) and MELSA at an hourly rate of \$216.00 in 2023 for attorney time and \$48.00 for paralegal time; and in 2024, at an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time; and

WHEREAS, the Dakota County Finance Department determined that the hourly rate includes direct and indirect administrative costs for a mid-level senior attorney in the County Attorney's Office; and

WHEREAS, the Dakota County Attorney's Office will continue to provide DCDTF 60 hours of legal service (inclusive of both attorney and paralegal time) at no cost to the DCDTF for each year of the contract term and after the first 60 hours have been exhausted, work will be billed at the applicable rate for each year of the contract term.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute the agreements, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Dakota Community Development Agency, Metropolitan Library Service Agency and Dakota County Drug Task Force to provide legal services through the end of 2024 with either party having the power to terminate the agreement without cause by providing written notice to the other party.

**PREVIOUS BOARD ACTION**

CDA: 15-593; 11/17/15  
17-181; 4/4/17  
18-641; 12/18/18  
21-048; 1/19/21

DCDTF: 20-398; 8/18/20

MELSA: 04-597; 12/21/04

13-122; 3/12/13  
17-219; 4/18/17  
20-045; 1/21/20

### ATTACHMENTS

Attachment: CDA Legal Services Agreement  
Attachment: DCDTF Legal Services Agreement  
Attachment: MELSA Legal Services 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 type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|------------------------------|

### CONTACT

Department Head: Tom Donely  
Author: Tom Donely

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

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

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

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

**WHEREAS**, the County Attorney's Office is not required by law to provide legal services to CDA or its Board of Commissioners, pursuant to Minn. Stat. § 388.05, the Dakota County Attorney's Office may provide legal services to CDA per an agreement between the two to provide legal service.

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

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

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney's Office to provide legal services to the CDA, as detailed herein, and for the CDA to secure such services from the County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2023 and shall continue in full force until December 31, 2024 unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
  - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to the CDA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
  - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
  - c. Discretion to Obtain Services from Other Sources. The CDA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the CDA to obtain legal services from the Dakota County Attorney's Office.
  - d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the CDA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall notify the Dakota County Manager and the CDA Executive Director of the conflict and its effect on the Dakota County Attorney's Office's

representation of the CDA and the County and/or County departments. The Dakota County Manager and the CDA Executive Director, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards.

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

#### 4. **Payment for Services.**

- a. Hourly Rate. Work will be billed at the applicable rate for each year of the contract term. 2023, at an hourly rate of \$216.00 for attorney time and \$48.00 for paralegal time; and in 2024, at an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time.
- b. Costs. The CDA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the CDA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice the CDA on a monthly basis for legal services provided to the CDA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the CDA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, the CDA shall make payment to the Dakota County Attorney's Office within 35 calendar days.

#### 5. **General Provisions.**

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



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

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

TO THE COUNTY ATTORNEY:

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

TO THE CDA:

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

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

invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

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

## ELECTRONIC SIGNATURES

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

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

### COUNTY OF DAKOTA

By \_\_\_\_\_  
Kathryn M. Keena  
Dakota County Attorney  
Date of Signature \_\_\_\_\_

### DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By \_\_\_\_\_  
Tony Schertler  
Executive Director  
Date of Signature \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date  
County Attorney File No. KS-22-620

Resolution No. \_\_\_\_\_.

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

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

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

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

**WHEREAS**, the County Attorney's Office is not required by law to provide legal services to MELSA or its Board of Trustees, pursuant to Minn. Stat. § 388.05, the Dakota County Attorney's Office is required to provide legal advice and assistance to the Dakota County Board of Commissioners and County departments, including County libraries.

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

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

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney's Office to provide legal services to MELSA, as detailed herein, and for MELSA to secure such services from the County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2022 and shall continue in full force until December 31, 2024 unless terminated by either party pursuant to Section 5.E. of this Agreement.
3. **Services Provided by Dakota County.**
  - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to MELSA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
  - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
  - c. Discretion to Obtain Services from Other Sources. MELSA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate MELSA to obtain legal services from the Dakota County Attorney's Office.
  - d. Conflicts of Interest. If the Dakota County Attorney's Office determines its representation of both MELSA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall notify the Dakota County Manager and the Executive Director of MELSA of the conflict and its effect on the Dakota County Attorney's

Office's representation of MELSA and the County and/or County departments. The Dakota County Manager and the Executive Director, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards.

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

#### 4. **Payment for Services.**

- a. Hourly Rate. Work will be billed at the applicable rate for each year of the contract term. MELSA shall pay for legal services in 2022 at an hourly rate of \$210.00 for attorney time and \$47.00 for paralegal time; in 2023, at an hourly rate of \$216.00 for attorney time and \$48.00 for paralegal time; and in 2024, at an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time.
- b. Costs. MELSA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to MELSA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice MELSA monthly for legal services provided to MELSA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to MELSA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, MELSA shall make payment to the County Attorney's Office within 60 calendar days.

#### 5. **General Provisions.**

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

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

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

TO THE COUNTY ATTORNEY:

Kathryn M. Keena (or her successor)  
1560 Highway 55  
Hastings, MN 55033  
(651) 438-4438

TO MELSA:

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

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

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

## ELECTRONIC SIGNATURES

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

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

### COUNTY OF DAKOTA

By \_\_\_\_\_  
Kathryn M. Keena  
Dakota County Attorney  
Date of Signature \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date  
County Attorney File No. KS-21-575

Resolution No. \_\_\_\_\_.

### METROPOLITAN LIBRARY SERVICE AGENCY

By \_\_\_\_\_  
Scott Vrieze  
Executive Director  
Date of Signature \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date  
Attorney for MELSA  
File No. KS-22-357

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

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

**WHEREAS**, the County is a political subdivision of the State of Minnesota; and

**WHEREAS**, the Dakota County Attorney's Office is required by law to provide certain legal serves to the County and its Board of Commissioners; and

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

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

**WHEREAS**, the DTF Administrative Board has requested that the County provide legal services to be performed by the Dakota County Attorney's Office to the DCDTF; and

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

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

1. Purpose

The purpose of this Agreement is to provide legal services by the Dakota County Attorney's Office to the DCDTF upon request on an ad hoc basis and to establish the terms on which such services shall be provided.

2. Term

This Agreement shall be in full force and effect upon full execution of this Agreement by the parties and shall continue in full force until December 31, 2024, or until terminated pursuant to Section 5.e. herein, whichever occurs first.

3. Services to be Provided by Dakota County

- a. Scope. The County agrees that the Dakota County Attorney's Office may provide legal advice and representation to the DCDTF and the DTF Administrative Board upon request on an ad hoc basis, as defined in the terms of this Agreement.
- b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
- c. Discretion to Obtain Services from Other Sources. The DCDTF shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from

sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the DCDTF to obtain legal services from the Dakota County Attorney's Office.

- d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the DCDTF and the County and/or County departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional conduct or otherwise), the Dakota County Attorney's Office shall notify the Dakota County Manager and the Chair of the DTF Administrative Board of the conflict and its effect on the Dakota County Attorney's Office's representation of the DCDTF and the County and/or County departments. The Dakota County Manager and the Chair of the DTF Administrative Board, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding conflict of interest issues and may request a waiver of the conflict of interest from their respective boards.
- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the DCDTF, subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the Chair of the DTF Administrative Board.

4. Payment for Services

- a. Hourly Rate. Each year of the term of this Agreement, the Dakota County Attorney's Office will provide the first 60 hours of legal service under this Agreement (inclusive of both attorney and paralegal time) at no cost to the DCDTF. In 2023, the first 60 hours will be inclusive of any legal services provided by the Dakota County Attorney's Office from January 1, 2023, to the effective date of this Agreement. After the first 60 hours have been exhausted, work will be billed at the applicable rate for each year of the contract term. For hours of legal service provided in excess of 60 hours each year of the term of this Agreement, the DCDTF shall pay for legal services in 2023, at an hourly rate of \$216.00 for attorney time and \$48.00 for paralegal time; and in 2024, at an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time. In each calendar year of this Agreement the amount paid by the DCDTF for services invoiced in excess of the initial 60 hours, shall not exceed \$10,000 regardless of the number of hours invoiced by the Dakota County Attorney's Office.

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

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



5. General Provisions

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

TO THE COUNTY:

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

TO THE DCDTF:

Don Stenger  
Dakota County Drug Task Force Board Chair  
PO Box 21304  
Eagan, MN 55121  
(651) 994-6220

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the DTF Administrative Board, the County Attorney will provide the DTF Administrative Board with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.

- f. Data Practices. The DCDTF and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. The DCDTF acknowledges that it has entered into this Agreement knowingly and voluntarily. The DCDTF also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement, unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.
- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

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

**COUNTY OF DAKOTA**

**DAKOTA COUNTY DRUG TASK FORCE**

\_\_\_\_\_  
 Kathryn M. Keena  
 Dakota County Attorney  
 Date of Signature \_\_\_\_\_

\_\_\_\_\_  
 Don Stenger, Chair  
 DTF Administrative Board  
 Date of Signature \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
 Assistant County Attorney/Date  
 County Attorney File No. KS-22-627

Resolution No. \_\_\_\_\_.



# Board of Commissioners

## Request for Board Action

Item Number: DC-1709

Agenda #: 9.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract Amendment With Stinson LLP For State Governmental Relations Services**

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract amendment with Stinson LLP for state governmental relations services for Dakota County and the Dakota County Regional Rail Authority for 2023 and 2024.

### SUMMARY

By Resolution No. 18-635 (December 18, 2018), Dakota County entered into a contract with Stinson for state governmental relations services for work with the state legislature, state agencies, and the Metropolitan Council since 2019.

The current contract with Stinson ends on December 31, 2022. The Legislative Advisory Workgroup (LAW) directed staff to enter into contract negotiations with Stinson for an additional two-year period. Staff prepared an amendment to the original contract, included as an Attachment, extending the contract for two years with a five-percent increase in cost in 2023, and an additional five percent increase in 2024.

### RECOMMENDATION

Staff recommends approving the contract amendment between Dakota County and Stinson LLP for state governmental relations services.

### EXPLANATION OF FISCAL/FTE IMPACTS

The maximum for the contract is \$88,749.99 for 2023 and \$93,187.49 for 2024. Sufficient funds are included in the 2023 County Manager's 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, effective January 1, 2019, the County of Dakota ("County") and Stinson LLP ("Contractor") entered into a Contract for the provision of state governmental relations services pursuant to County Board Resolution No. 18-635; and

WHEREAS, the Contract expires on December 31, 2022; and

WHEREAS, the original Contract had a not to exceed amount of \$169,047.60 for 24 months; and

WHEREAS, the parties desire to amend the Contract to extend the terms of the Contract to December 31, 2024, with the total not to exceed amount of the Contract increased to \$351,485.10 to cover \$88,750.00 in 2023 and \$93,187.50 in 2024; and

WHEREAS, the Contract requires all amendments to be reduced to writing and signed by both parties' authorized representative.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute an amendment of the contract with Stinson LLP for the provision of governmental relations services under the amended terms and conditions for the time period between January 1, 2023 - December 31, 2024 with a total contract cost not to exceed \$351,485.10 to cover \$88,749.99 in 2023 and \$93,187.49 in 2024, subject to approval as to form by the County Attorney's Office.

#### **PREVIOUS BOARD ACTION**

18-635; 12/18/18

20-615; 12/15/20

#### **ATTACHMENTS**

Attachment: Contract Amendment

#### **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: Nathan Hanson

**FIRST AMENDMENT TO CONTRACT BETWEEN THE COUNTY OF DAKOTA  
AND STINSON LLP  
FOR STATE GOVERNMENTAL RELATIONS SERVICES**

**WHEREAS**, effective January 1, 2021, the County of Dakota ("County") and Stinson LLP ("Contractor") entered into a Contract for the provision of governmental relations services; and

**WHEREAS**, the Contract expires on December 31, 2022; and

**WHEREAS**, the parties desire to amend the Contract to extend the term of the Contract to December 31, 2024 at the cost of \$88,750.00 for 2023 and \$93,187.50 for 2024; and

**WHEREAS**, the Contract requires all amendments to be reduced to writing and signed by both parties' authorized representative.

**NOW, THEREFORE**, the parties agree as follows:

1. Section 1, Term of the Contract is amended and replaced to read as follows:

1. TERM. The term of this Contract shall be from January 1, 2021, to and including December 31, 2024, unless earlier terminated by law or according to the provisions herein.

2. Section 3.1, Total Cost of the Contract is amended and replaced to read as follows:

3.1 Total Cost. For the services provided by the Contractor during the four-year term of this Contract, the County will pay Contractor a total of Three Hundred Fifty-one Thousand four Hundred Eighty-Five and 10/1000 Dollars (\$351,485.10), to be paid in in twenty-four (24) equal monthly installments of Seven Thousand Forty-three and 65/100 Dollars (\$7,043.65) for 2021 and 2022, followed by 12 annual payments of Seven Thousand Three Hundred Ninety-Five and 83/100 Dollars 7,395.83 for 2023 and 12 monthly payments of Seven Thousand Seven Hundred Sixty-Five and 63/100 Dollars \$7,765.63 for 2024.

3. All other terms of the Contract between the County and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.

4. In any case where this First Amendment conflicts with the earlier Contract, this First Amendment shall govern.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

\_\_\_\_\_  
Assistant County Attorney/Date  
KS-20-527-1

By \_\_\_\_\_  
Matt Smith  
County Manager  
Date of Signature \_\_\_\_\_

Approved by Dakota County Board  
Resolution No.

STINSON LLP  
*(I represent and warrant that I am authorized by law to  
execute this contract and legally bind the Contractor).*

By \_\_\_\_\_  
Paul D. Cassidy  
Director  
  
Date of Signature \_\_\_\_\_



# Board of Commissioners

## Request for Board Action

Item Number: DC-1713

Agenda #: 9.2

Meeting Date: 12/13/2022

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract With Downs Government Affairs, LLC, For Federal Governmental Relations Services**

### PURPOSE/ACTION REQUESTED

Authorize the execution of a contract with Downs Government Affairs, LLC (DGA) for federal governmental relations services.

### SUMMARY

By Resolution No. 19-881 (December 17, 2019), Dakota County contracted with DGA for federal governmental relations services for work with the executive and legislative branches of the federal government since 2020.

The current contract with DGA ends on December 31, 2022. The Legislative Advisory Workgroup directed staff to enter into contract negotiations with DGA for an additional two-year period. Staff have prepared a new two-year contract, included as an Attachment, with a cost of \$45,000 each year.

### RECOMMENDATION

Staff recommends approving the contract between Dakota County and Downs Government Affairs, LLC, for federal governmental relations services.

### EXPLANATION OF FISCAL/FTE IMPACTS

The maximum for this contract is \$45,000 for 2023 and \$45,000 for 2024. Sufficient funds are included in the 2023 County Manager's 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, effective January 1, 2020, the County of Dakota ("County") and Downs Government Affairs, LLC ("Contractor") entered into a Contract for the provision of state governmental relations services pursuant to County Board Resolution No. 19-881 (December 17, 2019); and

WHEREAS, the Contract expires on December 31, 2022; and

WHEREAS, the parties desire to enter into a new Contract through December 31, 2024, with the total not to exceed amount of the Contract set as \$90,000.00 to cover \$45,000 in 2023 and \$45,000 in

2024.

NOW THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute a contract with Downs Government Affairs, LLC for the provision of federal governmental relations services for the time period between January 1, 2023 - December 31, 2024 with a total contract cost not to exceed \$90,000.00, to cover \$45,000.00 in 2023 and \$45,000.00 in 2024, subject to approval as to form by the County Attorney's Office.

**PREVIOUS BOARD ACTION**

19-881; 12/17/19

**ATTACHMENTS**

Attachment: Contract

**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: Matt Smith

Author: Nathan Hanson



**CONTRACT BETWEEN THE COUNTY OF DAKOTA  
AND DOWNS GOVERNMENT AFFAIRS, LLC  
FOR FEDERAL GOVERNMENTAL RELATIONS SERVICES**

Contract Period: January 1, 2023 – December 31, 2024

This Contract is entered into between Dakota County, 1590 Highway 55, Hastings, MN 55033, by and through the Dakota County Board of Commissioners, hereinafter “County” and Downs Government Affairs, LLC, 1629 K Street, NW, Suite 300, Washington, DC 20006, hereinafter “Contractor.”

WHEREAS, the County requires assistance in furthering the federal legislative priorities of Dakota County; and

WHEREAS, Contractor desires to and is capable of providing the necessary services according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of their mutual promises and obligations the parties agree as follows:

1. TERM. The term of this Contract shall be from January 1, 2023, to and including December 31, 2024, unless earlier terminated by law or according to the provisions herein.

2. CONTRACTOR'S OBLIGATIONS.

2.1 General Description. Contractor will provide a governmental relations team in Washington DC to represent the County’s interest in two specific priority capital investment projects to be identified by the Dakota County Board of Commissions. The services shall include:

- a. Attending meetings to support those projects as necessary; and
- b. Working with Congressional Delegation to engage support for Dakota community project requests; and
- c. Presenting at board meetings when necessary to support the priority projects; and
- d. Monthly check-in on community projects.

Contractor will keep the County Manager or his designee fully informed of the governmental relations activity and consult with the County Manager or his designee concerning the services performed at his request.

2.2 Legislative Positions. The Contractor chooses the means and manner of performing the services, it being understood, however, that the final approval of all formal positions on legislative matters shall be made by the County.

2.3 Service Providers and Lead. Contractor’s employee, Tom Downs, will be the Contractor’s team lead for the services provided to the County. Additional employees of contractor will provide services as determined by the team lead, however the team lead is responsible for coordinating the services and for communications with the County.

2.4 Reports/Evaluations. Contractor will provide reports and updates as the County may from time to time reasonably require concerning the priority capital investment projects and other federal legislative opportunities that may further the interests of Dakota County.

3. PAYMENT.

3.1 Total Cost. For the services provided by the Contractor during the two-year term of this Contract, the County will pay Contractor a total of Ninety Thousand Dollars (\$90,000.00), to be paid in twenty-four (24) equal installments of Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$3,750,00).

3.2 Compensation. The Total Cost detailed in Section 3.1 of this Agreement includes any out of pocket expenses Contractor may incur to perform the services required by this Contract.

3.3 Invoices. Contractor shall, within fifteen (15) working days following the last day of each month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the County.

3.4 Time of Payment. The County shall make payment to Contractor within thirty (30) days of the date on which the invoice is received.

If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within thirty (30) days.

3.5 Payment for Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim.

If the County withholds payment for failure to provide services or failure to comply with any of the provisions of this Contract, no interest penalty shall accrue against the County.

4. COMPLIANCE WITH LAWS/STANDARDS.

4.1 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations that relate to the services provided under this Contract. This includes, but is not limited to all Standard Assurances, which are attached as Exhibit 1 and incorporated by reference.

4.2 Violations. Any violation of such laws, statutes, ordinances, rules, or regulations by Contractor shall constitute a material breach of this Contract, and shall entitle the County to terminate this Contract upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such notice.

5. INDEPENDENT CONTRACTOR STATUS. Contractor is an independent contractor with respect to any services performed under this Contract. Contractor is free to exercise initiative, judgment and discretion on how to best perform the services.

Contractor acknowledges and agrees that Contractor and its employees and agents are not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits through the County. Contractor 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 Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

6. INDEMNIFICATION. Any claims that arise or may arise on behalf of Contractor, its agents, employees or subcontractors as a consequence of any act or omission on the part of Contractor or its agents, employees or subcontractors while engaged in the performance of the contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Contractor, its agents, employees or subcontractors in the performance or failure to adequately perform Contractor's obligations pursuant to this Contract.

7. INSURANCE.

7.1 General Terms. To protect itself and the County under the indemnity provisions herein Contractor shall, at Contractor's expense, procure and maintain policies of insurance during the term of this Contract as provided in Exhibit 2. Such insurance shall apply to the extent of but not as a limitation upon or in satisfaction of the indemnity provisions herein. All retentions and deductibles under such policies of insurance shall be paid by Contractor.

7.2 Failure to Provide Proof of Insurance. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

8. SUBCONTRACTING/SUCCESSORS. Except as indicated in its written proposal to provide services to the County, Contractor shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior consent of the County and subject to such conditions and provisions as are deemed necessary. The Contractor is responsible for the timely and adequate performance of its subcontractors.

9. FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

10. TERMINATION.

10.1 With or Without Cause. This Contract may be terminated with or without cause, by either party upon thirty (30) days' written notice.

10.2 Termination for Cause. In addition to other specific terms of this Contract or as otherwise provided by law, the following conditions, shall be a default justifying termination of this Contract for cause unless excused or corrected in a timely manner:

- A. Making material misrepresentations regarding the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to provide services or payments required by this Contract in a professional manner to the detriment of the other party;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently administer the work so as to endanger performance of the terms of this Contract.

10.3 Delivery of Notice/Effective Date. Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon delivery of the Notice of Termination to the address of the party as stated in paragraph 12.2.

10.4 Non-Appropriation. Notwithstanding any provision of this Contract to the contrary, this Contract may be terminated by either party in the event sufficient funds from the County, State, Federal or other sources are not appropriated, obtained and continued at least the level relied on for the performance of this Contract and the non-appropriation of funds did not result from any act of bad faith on the part of the County.

10.5 Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, Contractor shall:

- A. Discontinue providing services under this Contract on the date and to the extent specified in the Notice of Termination;
- B. Complete performance of any services not cancelled by the Notice of Termination;
- C. Return all County property in its possession within seven (7) days to the extent that it relates to the performance of services cancelled by the Notice of Termination;
- D. Submit an invoice for services completed prior to the effective date of termination within thirty (30) days of receipt of the Notice of Termination;
- E. Maintain all records relating to the performance of the contract as may be required by the County or State law.

10.6 Duties of County upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the County:

A. Shall make final payment within thirty (30) days for any expenses not already paid pursuant to paragraph 3.

B. Shall not be liable for the cost of any services provided after Notice of Termination, except as authorized by the County in writing.

10.7 Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of either party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

11. CONTRACT RIGHTS/REMEDIES.

11.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.2 Waiver. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to modify the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the County and Contractor.

12. LIAISON/NOTIFICATION.

12.1 Liaison. To assist the parties in the day-to-day performance of this Contract and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by Contractor and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

12.2 Notification. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract:

To Contractor:

Tom Downs  
Downs Government Affairs, LLC  
1629 K Street, NW, Suite 300  
Washington, DC 20006  
(202) 403-2302

To the County:

Matt Smith, County Manager  
Dakota County Administration Center  
1590 Highway 55  
Hastings, MN 55033  
(651) 438-4418

13. CONFLICT OF INTEREST. Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract. At all times during the term of this Contract, Contractor shall comply with its internal conflict of interest policies.

If the County determines that the Contractor has a conflict of interest with regard to positions taken or legislation pursued by other clients and Contractor does not withdraw the conflicting issue, the Contractor must withdraw from representation of the County and the other client on that particular issue. The County may make arrangements for alternative governmental relations services on the issue giving rise to the conflict and, upon request, the Contractor will assist the County in securing such services.

If the Contractor must withdraw from representing the County on an issue due to an unresolved conflict of interest, the Contractor and County will renegotiate the terms of this agreement to account for the withdrawal by the Contractor.

14. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Contractor.

15. SEVERABILITY. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

16. MERGER.

16.1 Final Agreement. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

16.2 Exhibits. Exhibits 1 and 2 are attached and incorporated herein by reference.

Exhibit 1 - Standard Assurances

Exhibit 2 - Insurance Terms

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below:

Approved as to form:

**COUNTY OF DAKOTA**

\_\_\_\_\_  
Assistant County Attorney/Date

By \_\_\_\_\_

Matt Smith

County Manager

Date of Signature \_\_\_\_\_

Approved by Dakota County Board  
Resolution No. \_\_\_\_\_

**DOWNES GOVERNMENT AFFAIRS LLC**

*(I represent and warrant that I am authorized  
by law to execute this contract and legally bind  
the Contractor).*

By \_\_\_\_\_

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

## EXHIBIT 1

### STANDARD ASSURANCES

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

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

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

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

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

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

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

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

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

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

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

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

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

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

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



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

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

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

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

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

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

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

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

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

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

Directions for On Line Access to Excluded Providers

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

## INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

### APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☐ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

K/CM/Exh/Insure-Prof-Liability-CM.doc  
Revised: 10/07



# Board of Commissioners

## Request for Board Action

Item Number: DC-1653

Agenda #: 9.3

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Summary Of Conclusions Of Closed Executive Session To Evaluate Performance Of County Manager**

### PURPOSE/ACTION REQUESTED

The Open Meeting Law requires a public body to summarize its conclusions regarding a closed performance evaluation at an open meeting.

### SUMMARY

The Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(a), permits a public body to close a meeting to evaluate the performance of an individual subject to its authority. On November 29, 2022, the Dakota County Board of Commissioners held a closed executive session to evaluate the performance of the County Manager.

The Manager's rating was based 50 percent on the four Priority elements (Internal, Stakeholder, Financial, and Learning and Growth Perspectives); and 50 percent on the ten established Manager core competencies.

Strategic Agility;  
Communicating Vision & Purpose;  
Analytical Thinking & Planning;  
Decision Making;  
Listening-Communications Skills;

Handling Conflict & Difficult Situations;  
Organizational Expertise;  
Working with Others & Teams;  
Honest & Integrity; and  
Impact on Results.

On the scale of highest to lowest ratings - Exceptional Performance, Greatly Exceeds Performance Standards, Exceeds Performance Standards, Meets Performance Standards, and Below Performance Standards - the County Manager received an Exceeds Performance Standards rating. A rating of Exceeds Performance Standards is to recognize a pro-active performer. Results of assigned responsibilities meet and frequently exceed baseline expectations. Routinely evaluates priorities and maximizes opportunities for improvement and collaboration; is proactive and effective in performing for group success, integrating change, learning and sharing information, understanding and sustaining organizational values and objectives; serves as an example of professionalism and excellence.

### RECOMMENDATION

Staff recommends adoption of the resolution.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The County Manager's 2023 compensation is presented to the County Board in a separate resolution for approval. It is included in the County Manager's 2023 recommended budget

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

**RESOLUTION**

WHEREAS, pursuant to Minn. Stat. § 13D.05, subd. 3(a), the County Board held a closed executive session on November 29, 2022, to evaluate the performance of the County Manager; and

WHEREAS, Minn. Stat. § 13D.05, Subd. 3(a) requires that the County Board summarize its conclusions regarding the evaluations; and

WHEREAS, 50 percent of the Manager's rating was based on the four Priority elements (Internal, Stakeholder, Financial, and Learning and Growth Perspectives); and

WHEREAS, the remaining 50 percent of the rating was based upon ten established Manager core competences, including Strategic Agility; Communicating Vision & Purpose; Analytical Thinking & Planning; Decision Making; Listening-Communications Skills; Handling Conflict & Difficult Situations; Organizational Expertise; Working with Others & Teams; Honesty & Integrity; and Impact on Results.

NOW, THEREFORE, BE IT RESOLVED, That based upon a review of the County Manager's performance with respect to the Balanced Scorecard elements and core competencies, the Manager's performance is rated at the level of Exceeds Performance Standards.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**PUBLIC ENGAGEMENT LEVEL**

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

**CONTACT**

Department Head: Andy Benish  
Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1695

Agenda #: 9.4

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Revisions To Policy 3200 Pay Practices, 3340 Travel On County Business, And 3360 Corrective Intervention**

### PURPOSE/ACTION REQUESTED

Approve revisions to Policy 3200 Pay Practices, 3340 Travel On County Business, and 3360 Corrective Intervention as follows:

#### Policy 3200 Pay Practices

- Added Multilingual Pay
- Added Juneteenth as an observed Holiday
- Added current shift differential rate of \$1.20
- Non substantive language and formatting changes.

#### Policy 3340 Travel on County Business

- Revised process for calculating per diem rate of first and last days of travel
- Non substantive language and formatting changes

#### Policy 3360 Corrective Intervention

- Added definitions
- Non substantive language and formatting changes.

### SUMMARY

These recommended revisions are consistent with human resources best practices. The Senior Leadership Team has reviewed the revisions.

### RECOMMENDATION

Staff recommends approval.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

**RESOLUTION**

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

WHEREAS, the following substantive revisions are recommended for each Policy:

Policy 3200 Pay Practices

- Added Multilingual Pay
- Added Juneteenth as an observed Holiday
- Added current shift differential rate of \$1.20

Policy 3340 Travel on County Business

- Revised process for calculating per diem rate of first and last days of travel

Policy 3360 Corrective Intervention

- Added definitions

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the proposed revisions to Policy 3200 Pay Practices, 3340 Travel On County Business, and 3360 Corrective Intervention.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Revised Policy 3200 Pay Practices

Attachment: Revised Policy 3340 Travel On County Business

Attachment: Revised Policy 3360 Corrective Intervention

**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: Andrew Benish

Author: Andrew Benish





## Policy 3200 Pay Practices

Version: 0-005.0

Effective Date: MM/DD/YYYY

Board or Administrative: Board

### Policy Statement

Policy 3200 addresses, in general terms, Dakota County's pay practices. It is the policy of Dakota County to provide fair and consistent pay practices for all employees while maintaining effective services and public accountability.

### Definitions

- "The County" refers to the officers, employees, agencies, and facilities of Dakota County, a political subdivision of the state-government.
- "The County Board" refers to the Dakota County Board of Commissioners.
- "Exempt employees" refers to those employees whose job assignments meet the federal and state requirements for overtime exemption.
- "Nonexempt employees" refers to those employees who are paid on an hourly basis and are eligible for overtime compensation.
- "Workweek" refers to the County's standard workweek, which begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.
- "Pay period" refers to two consecutive workweeks.

### Source

Minn. Stat. §§ 177.21, *et seq.*; 181.172; 383D.05, *et seq.*; 471.426; 29 U.S.C. §§ 201, *et seq.*

### General

Dakota County is accountable to the public for the proper use of taxpayer funds including the hours worked by its employees and the services provided to the public by County employees. This Pay Practices

Policy supports the rule of public accountability while providing fair and consistent pay standards for all County employees.

Employee work schedules are structured ~~so as~~ to provide for the efficient, effective and responsive provision of County government services.

## **WORK HOURS**

### ***Exempt Employees***

Exempt employees are required to work their regularly assigned workday schedule during a pay period, unless otherwise approved by their supervisor, and to work whatever additional hours are necessary to fulfill their job responsibilities. If an exempt employee works at least one hour but less than eight hours on any workday during a pay period, with supervisory approval the exempt employee may work more than eight hours on another workday of the same pay period without using Flex Leave hours, provided at least eighty workday hours are worked during the pay period. Authorized make-up work shall only be performed on a workday. All other workday absences during a pay period shall be recorded as Flex Leave (or sick Leave for those employees still carrying such balance) or unpaid leave. Abuse of this schedule adjustment privilege is strictly prohibited and may result in discipline, up to and including discharge.

### ***Nonexempt employees***

Full-time, nonexempt employees work the equivalent of an 8-hour day, or 40-hour workweek, except for authorized absences. Normal working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, or an equivalent number of hours through a work schedule arranged by the responsible authority. Flexible employee work schedules will not compromise effective government services.

Each nonexempt employee is assigned a work schedule by his or her supervisor and is expected to begin and end work according to that schedule.

Nonexempt employees are expected to work their regularly assigned work hours. The normal workday for full-time nonexempt employees generally consists of eight (8) hours of work with a 30-minute unpaid meal break and two paid 15-minute rest breaks. ~~In order to~~To accommodate business needs, it may be necessary to change individual work schedules on either a short- or long-term basis. Absent supervisory approval, absences may not be made up with schedule adjustment during the current work-week and must instead be recorded as Flex Leave. Nonexempt employees may not adjust their work schedules or work additional hours for the purpose of reducing recorded Flex Leave hours or avoiding the use of Flex Leave ~~Hours~~hours.

## **MEAL AND REST BREAKS**

The County provides all nonexempt employees with one uninterrupted, unpaid meal break of at least 30 consecutive minutes each workday that an employee is scheduled to work eight (8) or more

consecutive hours. The County expects nonexempt employees to take all ~~of their meal breaks, and~~ breaks and complies with Minnesota law in this regard.

Meal breaks should generally be taken around the midpoint of the workday and should be scheduled with supervisory input to accommodate business requirements. Nonexempt employees are expected to take at least 30 consecutive minutes for their meal breaks and perform no work during their meal breaks.

There may be times when a nonexempt employee's meal break is interrupted due to the demands of work. If a nonexempt employee's meal break is interrupted, such that the employee is unable to take a meal break of at least 30 consecutive minutes, the meal break should be treated as a paid break and recorded as time worked in the County's electronic time reporting system. Generally, failure to take a meal break does not shorten the workday. Absent prior supervisory approval, a nonexempt employee may not voluntarily work through a meal break ~~in order to~~ to shorten the scheduled workday.

The County also provides nonexempt employees paid rest breaks in accordance with Minnesota law. Nonexempt employees receive a paid 15-minute rest break within each four consecutive hours of work. For example, a nonexempt employee who is scheduled to work eight (8) or more consecutive hours will receive a paid 15-minute break within the first four (4) hours of the employee's workday, a 30-minute unpaid meal break around the midpoint of the workday, and an additional paid 15-minute break within the last four (4) hours of the workday. Nonexempt employees are prohibited from performing any work during their paid rest breaks. Additional rest breaks beyond those provided for herein, such as smoking breaks, will be treated as unpaid and are prohibited absent prior supervisory approval.

Absent prior Department/Division Director approval, meal and rest breaks may not be combined to create a larger break. Nor may meal and/or rest breaks be scheduled to occur at the end of the workday or otherwise have the effect of shortening the scheduled workday.

Exempt employees are also entitled to take lunch and rest breaks during a workday provided that all regularly scheduled work hours during the workday are ~~actually~~ worked or otherwise accounted for in accordance with this policy (see Work Hours for exempt employees above).

## **OVERTIME**

### ***Exempt employees***

Exempt employees receive a guaranteed salary as payment for all hours worked during the workweek and are not entitled to additional overtime pay or compensatory time off.

### ***Nonexempt employees***

Nonexempt employees are overtime eligible. Supervisors will assign overtime to, or ~~approve~~ overtime for, nonexempt employees, and may require nonexempt employees to work overtime. As much advance

notice as practicable will be provided when overtime is required so that nonexempt employees can plan their personal responsibilities accordingly.

Nonexempt employees are generally not permitted to work overtime without prior supervisory approval. However, certain situations (e.g., providing customer service, attending meetings that extend beyond the end of the normal workday, etc.) may necessitate working overtime without first obtaining supervisory approval. In the event a nonexempt employee works overtime without prior supervisory approval, the employee must record the overtime hours on his or her timecard and notify his or her supervisor of the overtime work as soon as practicable.

Nonexempt employees who are not covered under a collective bargaining agreement will receive compensatory time off at a rate of 1.5 hours for each hour ~~actually~~ worked in excess of 40 in a workweek.

Nonexempt employees may not accrue ~~in excess of more than~~ 80 hours of compensatory time off. Those who have accrued 80 hours of compensatory time off will receive overtime pay in lieu of additional compensatory time off. Compensatory time off may be taken within a reasonable period after it is requested so long as it does not unduly disrupt the County's operations.

All paid hours (time actually worked, Flex Leave hours taken, holiday pay) except compensatory time taken contribute toward hours worked for the calculation of 40 hours in a workweek.

#### **SHIFT DIFFERENTIAL PAY**

~~Nonexempt e~~Employees who are assigned to work nontraditional schedules ~~may be entitled to additional~~ will receive \$1.20 per hour shift differential pay. A nontraditional schedule is one in which an employee is regularly scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. The shift differential is only paid for hours actually worked between the hours of 6:00 p.m. and ~~6:00 a.m., and 6:00 a.m. and~~ is not paid for periods when no work is performed due to Flex Leave, holidays, illness, or other absences (whether approved or unapproved). Employees who are unsure whether their position is eligible for shift differential pay should ask their supervisor.

#### **ON-CALL PAY**

Nonexempt employees will receive \$2.00 per hour for all hours they are scheduled to be on-call, in addition to pay at their respective normal hourly rate for all hours actually worked while on-call. An on-call employee will be considered to be working from the time a call is received until the work is completed; this time is considered work time and must be recorded as time worked in the County's electronic time reporting system. Only hours actually worked while on-call will be counted in determining whether an employee is eligible for overtime pay.

#### **MULTILINGUAL PAY**

Employees who are assigned by management to provide interpretation and/or translation services will receive multilingual pay in the amount of six dollars (\$6.00) for each day that such services are provided. The County may require staff to obtain certification prior to providing interpretation and/or translation services.

## **LACTATION ACCOMMODATION**

The County will provide a reasonable amount of paid break time to accommodate an employee desiring to express breast milk for the employee's infant child ~~or as required by Minnesota law during the twelve months following the birth of the child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed.~~ The lactation break time, if possible, should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided, ~~or if additional time is needed for the employee, the lactation break time will be unpaid. it should be scheduled in a manner that does not unduly disrupt business operations. Where an unpaid break or additional time is needed, the employee should work with her supervisor regarding scheduling and recording the extra break time as unpaid.~~

~~Because exempt employees receive their full salary during weeks in which they work, and are not normally required to identify meal or rest break times, exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid".~~

The County will provide employees the use of a room or private area, other than a bathroom or toilet stall, that is shielded from view and free of intrusion from coworkers and the public. The County will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should discuss the need for a lactation area and where to store expressed milk with their supervisor, and supervisor and may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

## **TIMEKEEPING**

All employees are required to record their working hours in the County's electronic time reporting system. The system entries for a pay period must accurately reflect the hours actually worked each workday and leave hours used to satisfy the 80 hours per pay period requirement, or a lesser number of hours if the employee is not full time.

Unless otherwise required by their Division Director or Elected Department Head, exempt employees shall list in the electronic time reporting system eight hours for each day worked during a pay period without recording the actual number of hours worked on each day. However, exempt employees who have not worked a total of eighty hours (less holiday hours) in a pay period must accurately record in the

electronic time reporting system the hours of flex leave (or sick leave or vacation leave for those employees still carrying such balances) or unpaid leave hours utilized during that pay period.

The County strictly prohibits nonexempt employees from performing any work off-the-clock (i.e., work that is not recorded on a timecard). No supervisor or manager has the authority to ask nonexempt employees not to report, or to delay reporting, hours worked. Performing work off-the-clock, failing to accurately record actual working time, and/or failing to take required meal and rest breaks may result in discipline, up to and including termination.

Nonexempt employees must accurately record any work performed before their scheduled starting time and/or after their scheduled quitting time on their timecards.

The following points should be considering when filling out timecards:

- Timecards will be reviewed and approved by the appropriate supervisor. Any paid time off must be accurately recorded on timecards;
- By electronically signing your timecard, you are certifying that it is authentic and accurate.

## **HOLIDAY PAY**

### ***Annual holidays observed***

The County observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday immediately after Thanksgiving Day
- Christmas Day

In addition to the above listed paid holidays, each eligible employee shall ~~be eligible for~~ receive one (1) floating holiday per calendar year. The floating holiday must be taken as a full-day increment (based on FTE status) and requires supervisor approval prior to taking time off. There shall be no carryover of the floating holiday from one calendar year to the next. Unused floating holidays are not paid out upon separation from employment. Non-limited part-time employees shall be entitled to the floating holiday prorata according to FTE designation.

~~In the event that~~ If December 24 occurs on a weekday (Monday through Thursday), the responsible authority will release employees two and one-half hours prior to the end of the regularly scheduled workday; this time off is considered paid time. However, since Dakota County Government offices must remain open during normal business hours on that day, ~~those employees who must remain at work to maintain minimum service levels receive holiday pay for those hours.~~ The responsible authority will determine who must work to maintain minimum service levels.

If an observed holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If an observed holiday falls on a Sunday, the holiday will be observed on the following Monday.

#### ***Holiday pay when no work is performed on an observed holiday***

Each full- and part-time employee who holds a non-limited term position (as defined in Policy 3060) will receive holiday pay at his or her regular rate of pay if the employee ~~is on pay status~~ works on or uses flex leave for ~~on~~ both the last scheduled workday prior to the observed holiday and the first scheduled workday following the observed holiday.

Eligible full-time employees will receive eight (8) hours of holiday pay for an observed holiday on which they perform no work. Eligible part-time employees will also receive holiday pay on an observed holiday on which they perform no work; ~~the number of hours of such holiday pay is calculated based on the FTE budgeted percentage approved for their respective positions,~~ prorated based on their FTE status.

Employees who are in an ~~unpaid out-of-pay~~ status or on a leave of absence when a holiday occurs will not be entitled to holiday pay for that holiday. Employees who are on Flex Leave when an observed holiday occurs will receive holiday pay for the holiday and will not be required to use Flex Leave for the holiday.

#### ***Pay when work is performed on an observed holiday***

Nonexempt employees will be paid at a rate of 1.5 times their applicable regular rate of pay for all hours ~~actually~~ worked on an observed holiday. Exempt employees will, in addition to receiving eight (8) hours of holiday pay, be paid at their applicable regular rate of for all hours ~~actually~~ worked on a holiday.

#### **PAY FOR ELECTED OFFICIALS**

The annual salary for elected officials is established by the Dakota County Board of Commissioners on an annual basis prior to January 1st of each year. ~~Elected officials' salaries are paid in equal biweekly amounts in accordance with the County's normal payroll cycle.~~ Elected officials' annual salary will be issued in equal payments pursuant the number of annual pay dates in a given year commencing on the first Monday of the year through the Sunday proceeding the first Monday of the following year.

## **PAYROLL PROCEDURES**

### ***Paydays***

All County employees are paid on a bi-weekly basis, every other Friday. Each paycheck covers the two-week pay period ending on the Saturday preceding the payday.

### ***Mandatory Direct Deposit***

All County employees are required to be paid exclusively via direct deposit. Exceptions to the direct deposit requirement are limited to the following situations:

- The first paycheck for all new employees;
- The first two (2) paychecks for employees who hold limited-term positions (as defined in Policy 3060);
- Severance checks;
- When an employee's banking situation has been temporarily disrupted;
- Where a legal barrier exists to direct deposit;
- As requested by the County Attorney's Office; or
- When administratively necessary, as determined by the [Director of Financial Services](#) [Finance Director](#) or a designee.

Requests for an exception to the direct deposit requirement must be submitted to the Payroll Unit within the [Financial Services](#) [Finance](#) Department. The [Director of Financial Services](#) [Finance Director](#) or a designee will determine whether to grant or deny such requests. Paychecks excepted from the direct deposit requirement will be delivered as specified in Policy 2253 Payroll Distribution.

### ***Review your paycheck (payroll errors)***

The County works hard to ensure that all employees are paid correctly, but mistakes can happen. Employees are encouraged to review each paycheck upon receipt to ensure their pay is correct, and to promptly report any perceived pay errors or discrepancies to their supervisor. The County will retroactively correct any underpayment or overpayment error for a period of two (2) years after the date on which the error occurs.

## **EMERGENCY CLOSINGS**

The County Manager determines whether an emergency exists in which the public interest will be best served by closing County offices.

### ***County Offices Closed Due to Adverse Weather***

If a County office is closed because of a weather emergency, subject to the requirements of state and federal law, the following provisions apply to all County employees:



- Employees released before the start of a work shift will not be paid for that shift but may use accumulated compensatory time, Flex Leave for the missed working time, or make up the time within the current workweek with supervisory approval. Employees should listen to WCCO-AM radio for announcements of closings of County facilities and should not report to work if their worksite is not open. If notice of closing has not been broadcast by 7:15 a.m., employees may assume that County offices will be open.
- Employees released during a work shift will be paid for hours ~~actually~~ worked and may use accumulated compensatory time, or Flex Leave for the missed working time, or may make up the missed working time during the current workweek with prior supervisory approval.
- Employees and citizens may be advised not to leave the premises because of severe weather or other emergency conditions, such as tornadoes, after regular office hours. Simply remaining on the premises after working ~~hours~~hours, however, is not considered compensable working time.

### ***County Offices Not Closed Due to Adverse Weather***

When County offices are not closed during adverse weather, the following provisions apply to all employees:

- Employees who report to work after the start of their scheduled shift because of inclement weather may use accumulated compensatory time or Flex Leave for the missed working time, or make up the missed working time during the current workweek with prior supervisory approval. This provision does not apply to employees whose job duties require working during inclement weather.
- Employees who desire to leave work early because of inclement weather may, with prior supervisory approval, use accumulated compensatory time or Flex Leave for the missed working time, or make up the missed working time during the current workweek. ~~by balancing hours within the current workweek.~~ Prior to authorizing such early release from work, supervisors must ensure there is sufficient staff on duty for the department/division to function.

### ***County Offices Closed Due to a Non-Weather Emergency***

If a County office is closed because of a non-weather emergency, the following provisions apply to all employees on the first day of the emergency:

- Employees who report to work and are released before the start of a regular work shift will be paid for four (4) hours and may utilize accumulated compensatory time or Flex Leave for the remainder of the missed working time, or make up the missed working time during the current workweek with prior supervisory approval.
- Employees released during the course of a work shift will be paid for four (4) hours or ~~their~~ actual hours worked, whichever is greater, and may use accumulated compensatory time or

Flex Leave for the missed work time, or make up the missed work time during the current workweek with prior supervisory approval.

If a County office is closed because of a non-weather emergency beyond the first day of the emergency, employees may utilize accumulated compensatory time or Flex Leave for the missed working time.

## WAGE DISCLOSURE PROTECTION

Under the Minnesota Wage Disclosure Protection law (Minn. Stat. § 181.172), ~~you~~employees have the right to tell any person the amount of ~~your~~their wages. The County cannot and will not retaliate against ~~you~~an employee for disclosing ~~your~~their own wages. An aggrieved employee may bring a civil action under the Minnesota Wage Disclosure Protection law. Available remedies include reinstatement, back pay, restoration of lost service credit (if appropriate), and the expungement of any adverse employment records.

## Procedures

None.

## History

Version	Revision Date
1.0	December 13, 2011
2.0	June 3, 2016
3.0	March 21, 2017
4.0	December 11, 2018

## Related Policies

- Policy 2253 Payroll Distribution
- Policy 3060 Employee & Position Types
- Policy 3242 Leaves of Absence

## Contact

[andrew.benish@co.dakota.mn.us](mailto:andrew.benish@co.dakota.mn.us)

## Approval

Resolution No. and Date (Board Policies)

**OR**

/s/ County Manager Name and Date (Administrative Policies)



## Policy 3340 Travel on County Business

Version: 5.0

Effective Date: MM/DD/YYYY

Board or Administrative: Board

### Policy Statement

It is the policy of Dakota County to reimburse staff for reasonable and necessary expenses incurred during work-related travel, and to compensate nonexempt employees for work-related travel in accordance with applicable law.

~~This policy provides the basis for determining whether travel costs incurred by an employee serve a public purpose, are necessary and directly related to the betterment of the County, and therefore eligible for County expenditure.~~

### Definitions

- "The County" refers to the officers, employees, agencies, and facilities of Dakota County government.
- "The County Board" refers to the Dakota County Board of Commissioners.
- "Clients": Persons refers to persons receiving services from or funded by Dakota the County and persons in county County custody.
- *Commuting mileage*: Travel between home and the employee's regular workplace location. Commuting mileage includes multiple trips between an employee's home and their regular workplace location on a given day and such a trip on a day when the employee is not regularly scheduled to work. Commuting mileage does not include travel from an employee's home on County business to a location other than the regular workplace if the employee travels from home to the regular workplace and back on the same day.
- ~~Externally organized conference: County business related meeting scheduled, organized and sponsored by a commercial entity, governmental agency or nonprofit corporation~~
- "Designated work location" refers to the County facility which an employee's assigned work location when working onsite.

- “Federal per diem rate(s)” refers to the rates established annually by the U.S. General Service Administration for lodging, means, and incidentals. As published in IRS Publication 1542
- ~~Meal: Commercially prepared meal~~
- ~~Mealtime: Between midnight and 6:00 am (breakfast) Between 11:00 am and 2:00 pm (lunch) Between 7:00 p.m. and midnight (dinner)~~
- “Home-to-work travel” refers to travel between an employee’s home and their designated work location.
- *Persons doing business with the county:* Representatives of current or potential county vendors/contractors or governmental agencies
- ~~Regular workplace location: The location where the employee is assigned to work and performs official duties on a regular basis. The regular workplace of an employee may change during the course of employment. A regular workplace location includes a non-County facility to which the employee is indefinitely assigned to perform official duties. The employee’s department head will determine an employee’s regular workplace location.~~
- “Standard mileage rate” refers to the rate established annually by the Internal Revenue Service for purposes of mileage reimbursement.
- ~~Training conference:~~ A conference which is part of the County’s human resource development program and which is not held in a county facility; excludes conferences which are part of a program for which the employee is being reimbursed pursuant to Policy 3300 Human Resource Development.
- ~~Travel~~

## Source

This policy conforms to Minn. Stat. §§ 471.38, 471.96 (1) and 471.97 governing expenses incurred by employees in the course of conducting County business.

## General

### A. APPLICATION AND ADMINISTRATION

This policy applies to all employees and elected officials of the County. If this policy conflicts with a current collective bargaining agreement, the latter controls. Should there be any conflict between this policy and state or federal law, the latter controls. If there are recurring unique circumstances ~~which that~~ exist in a particular department which may pose a conflict or inconsistency with this policy, that ~~department~~ Department head ~~Head~~ may establish special policies and ~~rules of procedure~~ procedures to cover those circumstances, subject to review by the County Board.

## **B. TRAVEL REQUESTS AND APPROVAL**

All travel requests are approved by the Department Head/Division Director. Out-of-state travel to a common destination by two or more staff members within a division requires ~~the~~ approval of the County Manager.

## **C. BILLINGS**

Whenever possible, employees make travel and accommodation arrangements in advance and request that the County be billed. All authorized travel expenses ~~which that~~ are not billed directly to the County are paid by the employee subject to reimbursement upon approval of a Travel Expense Claim.

## **D. TRAVEL ADVANCES**

In the event of ~~an emergency situation~~an emergency, cash advances may be issued with the approval of the Department Head /Division Director and the ~~Financial Services~~Finance Director. Such requests are the exception to normal practice and documentation regarding the nature of the emergency, purpose of travel, and amount are needed. Travel advances for rail, bus or air fare and subsistence may be granted.

## **E. AUTHORIZED EXPENSES**

### **Privately Owned Automobile**

Employees are reimbursed for travel~~ing~~ on official County business with a private automobile at the standard mileage rate ~~identified periodically by the Internal Revenue Service~~. Mileage is paid on the most reasonable direct route. Employees are not reimbursed for their commuting mileage.

#### Reimbursable Mileage General Rule:

Start of the work day: Mileage reimbursement commences after the first business stop of the day, unless the first business stop is farther than the employee's one-way commuting mileage. In that case, the employee may claim the difference as reimbursable mileage.

During the work day: All mileage between points visited on County business during the work day can be claimed.

End of the work day: Mileage reimbursement from the last stop to home cannot be claimed unless the distance to the employee's home is greater than the employee's one-way commuting mileage, in which case the difference may be claimed.

Optional method: As an alternative, an employee may claim mileage reimbursement for all miles driven during the business day, less their round trip commuting mileage between their home and regular workplace location.

When two or more employees are traveling on County business in the same automobile, mileage reimbursement is made only to the employee who is driving.

The following are examples of how to determine reimbursable mileage under this policy:

1. Traveling from the employee's home to the regular workplace location and returning home from the regular workplace location is commuting mileage and is not reimbursed, even if the employee makes more than one such roundtrip in a day or makes a trip on a day that the employee is not typically scheduled to work.
2. When traveling from the employee's home to the employee's regular workplace location, and then to any other location on County business and back to the regular workplace location, reimbursable mileage is the mileage from the regular workplace location to the second location and return, with no deduction for commuting mileage.
3. When traveling from the employee's home to any location other than the employee's regular workplace location on County business and then to the employee's regular workplace location, reimbursable mileage is the total mileage for the trip, less the employee's one-way commuting mileage.
4. When traveling from the employee's home to any location other than the employee's regular workplace location on County business and returning home, reimbursable mileage is the total roundtrip mileage less the normal roundtrip commuting mileage from home to the regular workplace location.
5. When traveling on County business from the employee's home in the evening and returning home, reimbursable mileage is the total roundtrip mileage without any commuting deduction, if the employee has also traveled from home to the regular workplace location on the same day.

### **Overnight Travel**

When traveling away from home overnight on County business, the employee is reimbursed the actual mileage driven on the initial travel from the employee's home to the overnight location (less the one-way commuting mileage from home to the regular workplace) and the actual mileage driven on the return travel from the overnight location to the employee's home (less the one-way commuting mileage from the regular workplace to home), or the prevailing roundtrip tourist air fare rate (if applicable), whichever is less. The employee is also entitled to reimbursement for any other miles driven on County business during the overnight business trip, such as travel to another meeting location, without any commuting mileage deduction.

## **Telecommuting**

Employees who are permitted to telecommute must have a County facility designated by their department head that is considered their regular workplace location. Travel between the telecommuting employee's home and the regular workplace location is considered to be commuting mileage.

## **Parking**

Employees using private automobiles and County vehicles are reimbursed on an actual expense basis for parking. Receipts for such payments are submitted with the expense reimbursement request whenever possible

## **Commercial Transportation**

Employees may travel by commercial transportation when authorized. Air transportation is by coach class when available, unless in-flight meetings or conferences have been arranged. Railroad accommodations may include lower berth or roomette in case of overnight travel.

## **Car Rental**

Employees may use a rental vehicle at County expense when authorized or in emergency situations. When using rental vehicles, the lowest possible rate is to be selected.

## **Taxi/Bus**

Payment for taxi, bus or limousine service is authorized when no private vehicle is available

## **Meals**

### Meals Reimbursement

The County reimburses some business-related meal expenses that have been incurred by its employees. Meal expenses are reimbursed only in accordance with this policy. This policy addresses occasions where employees have expended personal funds for their own or others' meals. This policy does not apply to the purchase of meals with county funds or credit cards nor does it authorize advances to county employees for the purpose of purchasing meals.

### Travel Away From Home Overnight

When traveling away from home overnight on county business not in connection with a meeting where a meal is included in the cost of attending the meeting, an employee will be reimbursed for meals at the federal per diem rate. Meal receipts are not required.

Alternatively, an employee, at ~~his~~their request, may be reimbursed for actual meal expenses,



including tax and gratuity, but excluding alcoholic beverages, in an amount not to exceed the limits annually determined by the County Manager for each city. Meal receipts are required if the claimed reimbursement exceeds the federal per diem rate.

When traveling away from home overnight on county business, and the county business includes a meeting where one or more meals is included in the cost of the meeting, an employee will be reimbursed for meals at the federal per diem rate less 25% if a breakfast is included, less 25% if a lunch is included, and less 50% if a dinner is included. Meal receipts are not required. Alternatively, an employee, at her request, may be reimbursed for actual meal expenses, including tax and gratuity, but excluding alcoholic beverages, in an amount not to exceed the limits annually determined by the County Manager for each city. Meal receipts are required if the claimed reimbursement exceeds the federal per diem rate.

On the first and last day of travel away from home overnight on county business, the county provides 75% of the daily federal per diem rate. ~~the federal per diem rate will be prorated by dividing the day into 6-hour quarters as follows:~~

~~Midnight to 6 a.m.~~

~~6:00 a.m. to noon~~

~~Noon to 6 p.m.~~

~~6 p.m. to midnight~~

~~One-fourth of the federal per diem will be provided for each quarter (or part thereof) of the day during part of which the employee is traveling away from home overnight. Meal receipts are not required. Alternatively, an employee, at his request, may be reimbursed for actual meal expenses, including tax Page 5 of 10 and gratuity, but excluding alcoholic beverages, incurred during mealtime on the part of the day during which the employee is traveling, in an amount not to exceed the limits annually determined by the County Manager. Meal receipts are required if the claimed reimbursement exceeds the federal per diem rate.~~

#### Other Meals

When outside Anoka, Carver, Dakota, Goodhue, Hennepin, Ramsey, Rice, Scott and Washington Counties during mealtime on county business but not away from home overnight, an employee will be reimbursed for her meals at a flat rate set by the County Manager or for ~~his~~their actual meal expense, excluding alcoholic beverages, up to a limit set by the County Manager. Meal receipts are required.

An FLSA non-exempt employee who occasionally is required to work extra hours and who therefore must be away from home and work during mealtime will be reimbursed ~~his~~their meal

expense incurred for the mealtime during which the employee worked the extra hours. The reimbursement will cover the actual cost of the meal, tax and gratuity, excluding alcoholic beverages, in an amount not to exceed the limits annually established by the County Manager. Prior approval of the supervisor is required. Meal receipts are required.

#### Others' Meals

When on county business whether away from home overnight or not, an employee will be reimbursed her and others' meal expense incurred during mealtime if incurring the meal expense was necessary to the conduct of county business because the county business had to be conducted at mealtime and could not be conducted at an alternate time and (a) county elected officials or persons doing business with the county were present or (b) the employee ate a meal with the clients while transporting county clients.

Meal receipts plus documentation of the time, place, business purpose and attendees are required. The reimbursement will be limited to the actual cost of the meal, tax, and gratuity, excluding alcoholic beverages, in an amount not to exceed the limits annually established by the County Manager. The employee will be reimbursed for ~~his~~their own meal expense and that of other meeting participants she paid for, provided that such other participants are not public employees who are entitled to reimbursement from their own employers or otherwise entitled to have their meals paid by another agency.

#### Exclusions

Meal reimbursement is never made in the following circumstances:

1. In connection with a meeting exclusively among county staff.
2. Solely because the employee was working at a county worksite different from the normal worksite.
3. Solely because the employee was working in the field away from the normal worksite but was within Anoka, Carver, Dakota, Goodhue, Hennepin, Ramsey, Rice, Scott and Washington Counties.
4. When it would result in an employee being reimbursed more than once for the same meal.

#### Prior Approval

Meal reimbursement pursuant to B requires prior approval of the department head. Meal reimbursement pursuant to "E-Meals, para. 8-9" requires prior approval of the department head, unless the employee's position is in DBM level for "Exclusions" or "Prior Approval" above.

### Tax Consequences

1. Reimbursements made pursuant to “E-Meals, para. 2-9” will not be additions to employees’ gross income.
2. Reimbursements made pursuant to “E-Meals, para. 6-7” will be additions to the gross income of the reimbursed employee in an amount equal to the reimbursement.
3. The employee is solely responsible for any tax owed as a result of meal reimbursements made by Dakota County.

### Reimbursement Rates

Meals are reimbursed at flat rates established annually by the County Manager. The County Manager utilizes State of Minnesota rates as guidelines for in-state travel and a major travel index for out-of-state travel. (Currently, the U.S. General Services Administration website is used.) Meal reimbursement is not available for meals included in the registration fee for conferences and seminars.

#### SUMMARY OF MEAL REIMBURSEMENT POLICY

##### Meals While Traveling Away From Home Overnight

Circumstances	Amount	Receipts	Prior Approval	Others’ Meals	Taxable
Traveling away from home overnight to an event with no meals included (E-Meals, para. 2)	Federal per diem (pro-rated for partial days) or actual cost up to limit set by County Manager	Yes if claiming actual cost, no if federal per diem	No	N/A	No
Traveling away from home overnight to an event where some meals are included (E-Meals, para. 3)	Federal per diem pro-rated for included meals or actual cost up to limit set by County Manager	Yes if claiming actual cost, no if federal per diem	No	N/A	No

Outside Anoka, Carver, Dakota, Goodhue, Hennepin, Ramsey, Rice, Scott and Washington Counties during mealtime (E-Meals, para. 6)	Flat rate set by county administrator or actual cost up to limit set by County Manager	Yes	No	N/A	Yes
Required to work extra hours over mealtime (E-Meals, para. 7)	Actual expense up to limit set by County Manager	Yes	Yes	N/A	No
When necessarily meeting with others to conduct county business (E-Meals, para. 8-9)	Actual expense up to limit set by County Manager	Yes, plus documentation of time, place and business purpose	No, if DBM is under "Meals-Exclusions" or "Meals-Prior Approval"; otherwise yes	Yes	No

### **Lodging and Incidentals**

Employees on travel status are reimbursed for lodging and incidentals at actual cost, in accordance with the following:

1. Charges for lodging for the night prior to the formal start of a conference, seminar, meeting, etc., and those nights when the event is actually in session.
2. Expenses for alcoholic beverages are not reimbursable.
3. Reasonable non-meal tips and personal telephone calls are reimbursable.

### **Expense Reimbursement on Purchase Card**

The policies and procedures contained in Policy 3340 are applicable regardless of whether the employee requests expense reimbursement or makes purchases with a County-issued

purchasing card. With respect to taxable meals, the expense reimbursement method is required for all employees.

## **F. OUT-OF-STATE TRAVEL POLICY FOR ELECTED OFFICIALS**

### **Travel out-of-state by County Commissioners**

1. Travel out-of-state by a County Commissioner may be undertaken in accordance with this policy.
2. In the annual budget and the County Board operating rules, the County Board will establish a Page 8 of 10 Travel and Training expense budget for each County Commissioner to access during the budget year. Each County Commissioner may expend this budget amount for the County Commissioner's travel and training within or beyond the State of Minnesota. In doing so, each County Commissioner shall have the authority to determine that such travel or training is appropriate and relevant to carrying out the statutory duties of the County Board.
3. In the annual budget the County Board will establish a direct program expense budget for the Workforce Investment Board. The County Commissioner who has been appointed as liaison to the Workforce Investment Board may expend funds in this budget for the County Commissioner's Workforce Investment Board-related travel and training beyond the State of Minnesota.
  - a. In doing so, the County Commissioner shall have the authority to determine that such travel or training, up to two (2) trips per year, is appropriate and relevant to carrying out the duties of County Commissioner liaison to the Workforce Investment Board.
4. Out-of-state travel by a County Commissioner that exceeds the Commissioner's Travel and Training expense budget or the Workforce Investment Board direct program expense budget established during the budget process and County Board Operating Rules shall require passage of a separate resolution of the County Board specifying that the travel or training is appropriate and relevant to the carrying out the statutory duties of the County Board and specifying the source of County funds for such travel.
5. Nothing in this policy shall prohibit or apply to out-of-state travel by a County Commissioner utilizing funds not levied by the County Board or otherwise contained within the annually approved County budget.

### **Travel out-of-state by the County Attorney or County Sheriff**

1. Travel out-of-state by the County Attorney or County Sheriff deemed appropriate and relevant by such officials to carrying out the statutory duties of their respective offices may be undertaken in accordance with this policy.

2. Out-of-state travel by the County Attorney or County Sheriff utilizing funds levied by the County Board or otherwise contained within the annually approved County budget shall not exceed the annual budget established by the County Board for the offices of these respective officials, without separate action of the County Board.
3. Nothing in this policy shall prohibit or apply to out-of-state travel by the County Attorney or County Sheriff utilizing funds not levied by the County Board or otherwise contained within the annually approved County budget.

### **Expense limits**

Out-of-state travel expenses incurred by an elected County official in accordance with this policy shall be subject to the expense limits established by County Policy No. 3340, which governs out-of-state travel expenses incurred by County employees and elected officials.

### **G. COMPENSABILITY OF TRAVEL TIME FOR OVERTIME-ELIGIBLE EMPLOYEES**

Overtime-eligible employees may be authorized compensable time for travel the day prior to and/or the day following the training or meeting dates(s) when extended travel is required. In general, normal travel from home to work is not compensated work time (whether or not the employee works at a fixed location or different job sites). Therefore, any time spent walking, riding or traveling to and from the actual place of performance of the principal activity is not compensable. Employees are generally not at work until they actually reach the worksite. For travel during the workday, the time spent traveling by employees is typically part of the County's principal activity and is therefore compensable. In certain rare emergency situations, employees may be compensated for 11 Page 9 of 10 home-to-work travel time. Employee reimbursement for authorized expenses such as mileage is not dependent upon the compensability of travel time.

### **H. TRAVEL TIME GUIDELINES FOR OVERTIME-ELIGIBLE EMPLOYEES**

The following guidelines determine whether or not travel time constitutes hours worked and is compensable for overtime-eligible employees:

1. Employees are not compensated for time spent on normal travel from home to work or work to home, regardless of whether the employee works at a fixed location or at different job sites.
2. In some instances, travel from home to work is compensable. For example, if an employee has gone home after completing the day's work and is subsequently called out at night to travel a substantial distance to perform an emergency job for the County, all time spent on such travel must be tracked and is compensable.

3. Time spent by an employee in travel as part of the principal activity, such as travel from job site to job site during the workday, is counted as hours worked.
4. Travel overnight away from home when it occurs during the same hours as the employee's normal shift is work time. Travel overnight away from home is work time also when the employee is working outside the normal shift hours (excluding time spent using public conveyance or spent on personal pursuits, including meals).
5. An employee delivering a package on the route home must be compensated for the time through the delivery of the package even if the delivery location is "next door to the employee's home."
6. Employees driving to conferences/seminars are not compensated for travel time occurring outside normal working hours.
7. If a police officer is provided a patrol car to drive home, the time spent traveling in the car is not working time, even if the officer is required to leave the radio on so that he can respond to emergency calls. If the officer responds to the call, however, the time spent responding is compensable.
8. Driving to and from an airport for a work-related flight is not work time if it does not fall within normal work hours.

#### **I. COMPENSABILITY OF TRAVEL TIME FOR OVERTIME-ELIGIBLE EMPLOYEES**

Travel time for overtime-ineligible employees is considered part of doing their job and is not compensable as additional hours worked. Employee reimbursement for authorized expenses such as mileage is not dependent upon the compensability of travel time.

#### **J. ATTENDEE REPORTS**

In order to maximize the benefit of the conference or seminar, attendees provide written reports highlighting the educational benefits and the new skills and techniques acquired in a form suitable for department training sessions and permanent collection as department training aids.

#### **K. TRAVEL EXPENSES OF SPOUSE OR OTHER FAMILY MEMBERS**

If employees' family members accompany them on County business trips, the portion of the expenses attributable to the family members is not reimbursable. If family members accompany employees on business trips, the reimbursable business expense for transportation and lodging is the single rate cost of accommodations for the employees.

#### **L. TRAVEL AND MISCELLANEOUS EXPENSE CLAIMS**

Expense claims are submitted for approval to the Department Head/Division Director. Receipts are required except in the case of claims for meals made on a per diem basis as provided herein. Expense claims must be submitted and excess travel advances returned to the Department Head/Division Director within sixty (60) days of incurring the expense or receipt of the travel advance in order to be treated as non-taxable. Expense claims must be submitted no later than February 1 of the year next following the date the expense was incurred or the employee's last day of employment with Dakota County, whichever is earlier.

## **M. VIOLATIONS**

Violation of this section subjects the employees to progressive discipline.

## **Procedures**

In order to determine what travel is of the most value and which employees should be authorized to travel, the following guidelines have been established:

1. The costs of the conference, institute, training program and related travel must be within the annual Travel Expense budget appropriation approved by the County Board.
2. Contacts made or information obtained must be important to the improved operation of the County and the respective department.
3. Utmost discretion is to be exercised in submitting requests for out-of-state or overnight travel.
4. Conferences are to be unquestionably professional in content and should be selected only when a similar conference is not held locally within a reasonable period of time.
5. Travel for training purposes is limited to technical training, specific to an individual's job, which is not available locally.

## **Budget Process**

During the course of the annual budgetary process and in semiannual reports as requested, the Department Head/Division Director must make available to the County Board a summary accounting of incurred travel expenses and a detailed accounting of any travel reimbursements in excess of \$1,000 for a single event or in excess of \$1,000 annually for a single employee.

Procedures will be maintained by ~~insert Department name~~ the Budget Department

## **History**



Version	Revision Date
1.0	11/29/2005
2.0	12/19/2016
3.0	2/14/2002
4.0	9/22/2015

## Related Policies

- Policy 3200 Pay Practices
- Item 2

## Contact

<Instructions: Insert email addresses or other relevant contact information>

[name@co.dakota.mn.us](mailto:name@co.dakota.mn.us)

## Approval

Resolution No. and Date (Board Policies)

**OR**

/s/ County Manager Name and Date (Administrative Policies)

# DAKOTA COUNTY POLICIES AND PROCEDURES MANUAL

## Policy 3360 Corrective Intervention

Original Publication Date: \_\_\_\_\_

Revision Date(s): \_\_\_\_\_

Last Reviewed: \_\_\_\_\_

Department: Employee Relations

Board or Administrative: Board

Related Policies: [Policy 3380 Separation from Employment](#)

### POLICY STATEMENT

~~Although the County will, whenever practical, intervene to assist employees with performance difficulties, the retention of employment through the successful execution of assigned duties and the observation of County policies is the responsibility of the employee. The County therefore retains the right to dismiss any employee who is unable or unwilling to meet County standards. Dismissal on such grounds is considered termination for just cause.~~

It is the policy of the County to address employee misconduct or performance deficiencies through corrective intervention. When the County is persuaded that the nature of the performance deficiency or misconduct is such that timely and appropriate intervention by the County would lead to correction, the most appropriate of the following methods will be applied:

1. Informal Counseling
2. Performance Documentation
3. Verbal Reprimand
4. Written Reprimand
5. Suspension
- 5-6. Discharge

~~Although the County will, whenever practical, intervene to assist employees with performance difficulties, the retention of employment through the successful execution of assigned duties and the observation of County policies is the responsibility of the employee.~~

### DEFINITIONS

Informal Counseling: Generally a one-on-one discussion between an employee and their direct supervisor or designated management representative to provide feedback and clarify expectations to address issues that may include, but are not limited to, performance deficiencies, correct workplace behavior, or reenforce workplace rules or policies. ÷

Performance Documentation: Written record intended to track employment-related issues that may include, but are not limited to, inappropriate workplace conduct, violations of workplace rules, or unmet performance standards that may, if unchanged, be the basis for formal discipline.

Verbal Reprimand: Oral direction from a direct supervisor or designated management representative to an employee that may include, but is not limited to, conduct that is inappropriate for the workplace, performance standards that have not been met or violation of workplace rules or policies, all of which the continuation thereof will result in more severe discipline, up to and including discharge.

Written Reprimand: Written notification from a direct supervisor or designated management representative to an employee that may include, but is not limited to, conduct that is inappropriate for the workplace, performance standards that have not been met or violation of workplace rules or policies, all of which the continuation thereof will result in more severe discipline, up to and including discharge.

Suspension: Involuntary unpaid time away from work as the result of issues including, but are not limited to, workplace misconduct, policy violations, or on-going performance deficiencies.

Discharge: Termination of all employment rights and benefits with the County. Discharge is considered formal discipline.

## **SOURCE**

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## **GENERAL**

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When practical in the County's sole discretion, minor or isolated employee conduct or performance issues may be addressed and tracked through informal counseling and written performance documentation to clarify expectations and correct behavior prior to issuing reprimands, suspensions, or discharge.

### **Reprimands**

Following consultation with the Employee Relations Department, an employee's direct supervisor or other appropriate manager, the responsible authority may issue one of the following reprimand types a reprimand to an employee.

#### Verbal Reprimand

A verbal reprimand informs an employee verbally that a specific aspect of performance or behavior is not acceptable and will result in disciplinary action if not corrected. The verbal reprimand will be followed up with written documentation outlining the steps or actions the employee needs to take to correct the deficiency and states the likely consequences of a failure to do so within the time specified. Verbal reprimands are intended to be less formal in nature than a written reprimand and are not maintained in the employee's personnel file.

#### ~~WRITTEN REPRIMAND (First Occurrence)~~

##### Written Reprimand

A first occurrence written reprimand informs an employee that a specific aspect of performance or behavior is not acceptable and will result in further disciplinary action if not corrected. The written reprimand outlines the steps or actions the employee needs to take to correct the deficiency and states the likely consequences of a failure to do so within the time specified.

#### ~~1. WRITTEN REPRIMAND (Second Occurrence)~~

When improvement is not demonstrated within the time specified, a second occurrence written reprimand informs an employee that the deficiency described in the first written reprimand was not satisfactorily

corrected and that if not corrected within the time specified, the deficiency will jeopardize continued employment.

## Suspensions

Following consultation with the Employee Relations Director, the responsible authority may suspend employees without pay in instances where employees need forceful notice that a specific performance deficiency or misconduct must cease immediately. Suspensions are accompanied by written notices outlining the steps employees need to take to eliminate the performance deficiency or misconduct and the likely consequences of a failure to do so. All suspensions shall be in conformance with ~~veterans~~veteran's preference and other state and federal laws.

The length of the suspension is set by the responsible authority in consultation with the Employee Relations Department. Except where otherwise required by law, employees on suspension are not compensated for any day or holiday which occurs during their suspension, nor will they earn any other benefit, privilege or right on a suspended workday, except that the County continues insurance benefits for employees suspended for less than 30 working days even if they are not on payroll status on the first day of the month due to the suspension.

## Discharge

The County therefore, retains the right to dismiss~~terminate~~ any employee who is unable or unwilling to meet County standards. Dismissal on such grounds is considered termination for just cause.

## Appeals

Employees who believe they have been treated in a manner inconsistent with the provisions of this section may initiate a grievance by following the established grievance procedures. (Ref. Policy 3400)

## PROCEDURES

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Staff contact: Andy Benish

Ext: 4382

Email: Andrew.Benish @  
co.dakota.mn.us

Board Resolution or Manager Signature: \_\_\_\_\_



# Board of Commissioners

## Request for Board Action

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Item Number: DC-1700

Agenda #: 9.5

Meeting Date: 12/13/2022

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**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Provide One-Time Retention Incentives To Non-Temporary, Non-Union County Staff**

### PURPOSE/ACTION REQUESTED

Authorize two \$500 one-time retention incentives to all non-temporary, non-union County employees, excluding those in management roles in pay grades 112 and above and elected officials, employed by the County as of January 1, 2023 who remain employed with the County through July 1, 2023 and January 1, 2024.

### SUMMARY

Over the past year Dakota County, like other local employers, has faced significant turnover and attraction challenges, particularly among frontline and mid-level management staff. The County's overall turnover rate for 2022 is anticipated to be between 14 and 15 percent; the highest rate in over a decade. As a result, the County is on pace to fill approximately 400 positions in 2022, an approximate 25 percent increase over the previous year. The County has faced challenges filling positions due to historically low unemployment locally and a shortage of available labor.

To recognize the important contributions of the County's staff and incentivize those currently with the County to remain with Dakota County, Employee Relations recommends a one-time retention payment of \$500 be paid on the first payroll following July 1, 2023 to all non-temporary, non-union employees, excluding those in management roles in pay grades 112 and above and elected officials, who are employed with the County as of January 1, 2023 who remain employed with the County through July 1, 2023. This amount will be adjusted on a pro rata basis for employees working less than a 1.0 FTE.

Further, Employee Relations recommends that a one-time retention payment of \$500 also be paid on the first payroll following January 1, 2024 to all non-temporary, non-union employees, excluding those in management roles in pay grades 112 and above and elected officials, employed with the County as of January 1, 2023 who remain employed with the County through January 1, 2024. This amount will be adjusted on a pro rata basis for employees working less than a 1.0 FTE.

Similar provisions have been bargained and ratified for union employees in each 2023-2024 Dakota County collective bargaining agreements to date.

Employee Relations requests authority to provide any staff, excluding those in management roles in pay grades 112 and above, hired after January 1, 2023 and who remain employed by the County for

at least 12 months a one-time payment of up to \$500 to aid with attraction and retention of newly hired staff.

## RECOMMENDATION

Staff recommends approval.

## EXPLANATION OF FISCAL/FTE IMPACTS

The cost is included in the 2023 recommended budget.

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

## RESOLUTION

WHEREAS, over the past year Dakota County, like other local employers, has faced significant turnover and attraction challenges; and

WHEREAS, the County's overall turnover rate for 2022 is anticipated to be between 14 percent and 15 percent; the highest rate in over a decade; and

WHEREAS, the County is on pace to fill approximately 400 positions in 2022, an approximate 25 percent increase over the previous year; and

WHEREAS, the County has faced challenges filling positions due to historically low unemployment locally and a shortage of available labor; and

WHEREAS, to recognize the important contributions of the County's staff and incentivize those currently with the County to remain with Dakota County, Employee Relations recommends a one-time retention payment of \$500 be paid on the first payroll following July 1, 2023 to all non-temporary, non-union employees, excluding those in management roles in pay grades 112 and above and elected officials, employed with the County as of January 1, 2023 who remain employed with the County through July 1, 2023; and

WHEREAS, Employee Relations recommends that a one-time retention payment of \$500 also be paid on the first payroll following January 1, 2024 to all non-temporary, non-union employees, excluding those in management roles in pay grades 112 and above and elected officials, employed with the County as of January 1, 2023 who remain employed with the County through January 1, 2024; and

WHEREAS, the amounts will be adjusted on a pro rata basis for employees working less than a 1.0 FTE; and

WHEREAS, similar provisions have been bargained and ratified for union employees in each 2023-2024 Dakota County collective bargaining agreements to date; and

WHEREAS, Employee Relations requests authority to provide any staff, excluding those in management roles in pay grades 112 and above, hired after January 1, 2023 and who remain employed by the County for at least 12 months a one-time payment of up to \$500.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes a one-time retention payment of \$500.00 be paid on the first payroll following July 1, 2023 to all non-temporary, non-union employees, excluding those in management roles in pay grades 112 and above and elected officials, employed with the County as of January 1, 2023 who remain employed with the County through July 1, 2023 and a one-time retention payment of \$500 be paid on the first payroll following July 1, 2023 to all non-temporary, non-union employees, excluding those in management roles in pay grades 112 and above and elected officials, employed with the County as of January 1, 2023 who remain employed with the County through July 1, 2023; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes Employee Relations to provide any staff, excluding those in management roles in pay grades 112 and above, hired after January 1, 2023 and who remain employed by the County for at least 12 months a one-time payment of up to \$500 to add with attraction and retention of newly hired staff; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the one-time retention payments in accordance with the terms and conditions submitted to the Dakota County Board of Commissioners dated December 13, 2022.

#### PREVIOUS BOARD ACTION

None.

#### ATTACHMENTS

Attachment: None.

#### 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 type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

#### CONTACT

Department Head: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1706

Agenda #: 9.6

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Establishment Of 2023 Elected Officials' And County Manager's Compensation**

### PURPOSE/ACTION REQUESTED

Establish 2023 Elected Officials' and County Manager's Compensation.

### SUMMARY

Elected Officials' and County Manager compensation is reviewed annually. Elected Officials' 2023 compensation must be established before year-end due to statutory requirements that do not provide for retroactive compensation and which specify that compensation must be set annually.

### Proposed 2023 Elected Officials' and County Manager Compensation

All proposed salaries for 2023 have been computed based upon the proposed 2023 Unclassified Merit Compensation Policy and Plan ("Plan") and relevant statutory provisions. The 2023 salaries are initially established based upon the Unclassified Merit Compensation Policy and Plan alone. The proposed salaries actually payable in 2023 are established taking into account the limitations imposed by (i) Minn. Stat. 43A.17, subd. 9 (Political Subdivision Compensation Limit) i.e., the salary cap statute, and (ii) the Plan's policy which limits the salaries of the County Attorney and County Sheriff to the maximum compensation permitted by law to be paid to the County Manager. The proposed Plan provides for a 0.0% to 7.5% base adjustment for 2023. For the purposes of elected officials' pay the annual salary will be issued in equal payments pursuant the number of annual pay dates in a given year commencing on the first Monday of the year through the Sunday proceeding the first Monday of the following year.

Under the Plan, a recommendation of the annual salary of County Commissioners for the next year shall be made by the Employee Relations Director and County Manager and shall be based upon consistency with Dakota County's compensation structure for unclassified positions. Based on this, the recommendation for the County Commissioner 2023 salary is \$93,328.

Under the proposed Plan the County Manager 2023 salary is \$217,703, the County Attorney 2023 salary is \$206,397, and the Sheriff is \$180,751. The Minnesota Governor Salary cap does not apply to the County Attorney or County Sheriff. County Compensation Policy limits the salary of the County Attorney and the County Sheriff to 100% of the maximum compensation permitted by law to be paid to the County Manager which is \$234,245 for 2023.

### Process By Which A County Commissioner May Decline the 2023 Salary Increase

The Dakota County Board of Commissioners has established a process by which County



Commissioners may individually decline their approved annual salary increase. The attached form is the form to be used by a Commissioner to file an irrevocable notice to decline receipt of the proposed salary increase for 2023. A Commissioner who wishes to decline the approved salary increase should complete, sign and return this form to the Employee Relations Director prior to December 23, 2022, 4:30 p.m. This stipulation is included as a provision of the proposed 2023 Unclassified Employees' Compensation Plan.

## RECOMMENDATION

Staff recommends adoption of the proposed resolution.

## EXPLANATION OF FISCAL/FTE IMPACTS

Funding is included in the County Manager's recommended 2023 budget.

- |  |   |                                |
|--|---|--------------------------------|
| <input 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 County Board will adopt the proposed the 2023 Unclassified Employee Merit Compensation Policy and Plan provisions; and

WHEREAS, the County established a process within that Plan by which Elected Officials' and the County Manager's compensation is determined and it is necessary that proper compensation be established for all Elected Officials and the County Manager, pursuant to relevant provisions of the proposed 2023 Unclassified Employee Merit Compensation Policy and Plan; and

WHEREAS, the County is required to administer salaries in compliance with statute, setting the maximum compensation permitted by law and if the compensation payable to an appointed County official or employee, if paid, would exceed the political subdivision compensation limit, established by Minn. Stat. 43A.17, subd. 9, compensation in excess of such limit shall not be paid, unless the limit is raised or repealed; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby establishes in the context of and consistent with the proposed 2023 Unclassified Employees Merit Compensation Policy and Plan and Local Government Salary Cap provisions, Elected Officials' and County Manager's 2023 compensation as follows: County Commissioner, \$93,328; County Manager, \$217,703; County Attorney, \$206,397; County Sheriff, \$180,751; however, 2023 payable compensation per current policy or statute limitations shall be:

COUNTY COMMISSIONER	*\$93,328
COUNTY MANAGER	\$217,703
COUNTY ATTORNEY	\$206,397
COUNTY SHERIFF	\$180,751

\* Prior to 4:30 p.m. on December 23, 2022, a County Commissioner may file with the Employee Relations Director an election to decline their 2023 salary increase. For any Commissioner filing such

a declination, the 2023 compensation level shall be \*\$88,463 + \$1,735 lump sum  
; and

BE IT FURTHER RESOLVED, That if the compensation payable to an appointed county official or employee, if paid, would exceed the political subdivision compensation limit established at Minn. Stat. § 43A.17, subd. 9, compensation in excess of such limit shall not be paid, unless the limit is raised or repealed; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners, in accordance with Minn. Stat. 383D.05, hereby establishes a Commissioner car/expense allowance for 2023 in the amount of \$5,675 per year per Commissioner.

### PREVIOUS BOARD ACTION

21-593; 12/14/21

### ATTACHMENTS

Attachment: Salary Declination Form

### BOARD GOALS

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

### 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: Andy Benish

Author: Andy Benish

# DAKOTA COUNTY BOARD OF COMMISSIONERS

## Notice of Intent to Decline 2023 Salary

Commissioner:

- ☐ I hereby notify Dakota County that I IRREVOCABLY DECLINE to receive the 2023 salary established by the County Board on December 13, 2022 and elect to receive in 2023 the 2022 salary established by the County Board. I understand that this statement must be filed with the Employee Relations Director no later than December 23, 2022.

Signature:

Date:



# Board of Commissioners

## Request for Board Action

Item Number: DC-1665

Agenda #: 9.7

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute 2023-2024 Labor Agreement With AFSCME Local 306 Unit**

### PURPOSE/ACTION REQUESTED

Authorize execution of 2023-2024 Labor Agreement with AFSCME Local 693 unit.

### SUMMARY

The County's negotiating team has reached tentative agreement with AFSCME Local 306 unit representing 588 employees in the Employment and Economic Assistance and Social Services departments. The terms of the tentative agreement are consistent with 2023-2024 settlement authority previously provided by the Board. While the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic and other substantive changes.

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5%
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5%
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday
8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

**RECOMMENDATION**

Staff recommends approval.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The cost of the contact is included in the 2023 recommended budget.

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

**RESOLUTION**

WHEREAS, the County's negotiating team has reached tentative agreement with AFSCME Local 306 unit representing 588 employees in the Employment and Economic Assistance and Social Services departments; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday
8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

; and

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with the AFSCME Local 306 unit in Employment and Economic Assistance and Social Services departments for the period of January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 13, 2022, and subject to approval by the County's contracted labor counsel as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1662

Agenda #: 9.8

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute 2023-2024 Labor Agreement With AFSCME Local 450 Unit**

### PURPOSE/ACTION REQUESTED

Authorize execution of 2023-2024 Labor Agreement with AFSCME Local 450 unit.

### SUMMARY

The County's negotiating team has reached tentative agreement with AFSCME Local 450 unit representing 163 employees in the Community Corrections department. The terms of the tentative agreement are consistent with 2023-2024 settlement authority previously provided by the Board. While the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic and other substantive changes.

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5%
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5%
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

### RECOMMENDATION

Staff recommends approval.

### EXPLANATION OF FISCAL/FTE IMPACTS

The cost of the contact is included in the 2023 recommended budget.

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

### RESOLUTION

WHEREAS, the County's negotiating team has reached tentative agreement with AFSCME Local 450 unit representing 163 employees in the Community Corrections department; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

; and

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



appropriate County officials to execute the Labor Agreement with the AFSCME Local 450 unit in Community Corrections for the period of January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 13, 2022, and subject to approval by the County's contracted labor counsel as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1664

Agenda #: 9.9

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute 2023-2024 Labor Agreement With AFSCME Local 693 Unit**

### PURPOSE/ACTION REQUESTED

Authorize execution of 2023-2024 Labor Agreement with AFSCME Local 693 unit.

### SUMMARY

The County's negotiating team has reached tentative agreement with AFSCME Local 693 unit representing 145 employees in the County Library department. The terms of the tentative agreement are consistent with 2023-2024 settlement authority previously provided by the Board. While the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic and other substantive changes.

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5%
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5%
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

## RECOMMENDATION

Staff recommends approval.

## EXPLANATION OF FISCAL/FTE IMPACTS

The cost of the contact is included in the 2023 recommended budget.

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

## RESOLUTION

WHEREAS, the County's negotiating team has reached tentative agreement with AFSCME Local 693 unit representing 145 employees in the County Library department; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

; and

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

appropriate County officials to execute the Labor Agreement with the AFSCME Local 693 unit in County Library department for the period of January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 13, 2022, and subject to approval by the County's contracted labor counsel as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1640

Agenda #: 9.10

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute 2023-2024 Labor Agreement With Law Enforcement Labor Services Licensed Supervisors Unit**

### PURPOSE/ACTION REQUESTED

Authorize execution of 2023-2024 Labor Agreement with Law Enforcement Labor Services Licensed Supervisors unit.

### SUMMARY

The County's negotiating team has reached tentative agreement with Law Enforcement Labor Services Licensed Supervisors unit representing 17 licensed supervisors in the Sheriff's Office. The terms of the tentative agreement are consistent with 2023-2024 settlement authority previously provided by the Board. While the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic and other substantive changes.

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5%
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5%
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%

Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%
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7. June 19 (Juneteenth) added as a paid holiday
8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

## RECOMMENDATION

Staff recommends approval.

## EXPLANATION OF FISCAL/FTE IMPACTS

The cost of the contract is included in the 2023 recommended budget.

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

## RESOLUTION

WHEREAS, the County's negotiating team has reached tentative agreement with Law Enforcement Labor Services Licensed Supervisors unit representing 17 licensed supervisors in the Sheriff's Office; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday

8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024  
; and

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with the Law Enforcement Labor Services Licensed Supervisors unit in the Sheriff's office for the period of January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 13, 2022, and subject to approval by the County's contracted labor counsel as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Andy Benish  
Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1715

Agenda #: 9.11

Meeting Date: 12/13/2022

**DEPARTMENT:** Employee Relations

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute 2023-2024 Labor Agreement With Human Services Supervisors Association Unit**

### PURPOSE/ACTION REQUESTED

Authorize execution of 2023-2024 Labor Agreement with Human Services Supervisors Association unit.

### SUMMARY

The County's negotiating team has reached tentative agreement with Human Services Supervisors Association unit representing 88 employees in the Community Services Division. The terms of the tentative agreement are consistent with 2023-2024 settlement authority previously provided by the Board. While the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution, the Agreement is being submitted for County Board approval regarding substantive economic and other substantive changes.

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5%
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5%
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%



7. June 19 (Juneteenth) added as a paid holiday
8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

## RECOMMENDATION

Staff recommends approval.

## EXPLANATION OF FISCAL/FTE IMPACTS

The cost of the contract is included in the 2023 recommended budget.

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

## RESOLUTION

WHEREAS, the County's negotiating team has reached tentative agreement with Human Services Supervisors Association unit representing 88 employees in the Community Services Division; and

WHEREAS, the final form of the Agreement will be reviewed by the County's contracted labor counsel at Madden Galanter Hansen, LLP prior to execution; and

WHEREAS, the Agreement includes the following substantive economic and other substantive revisions:

1. Term: Two-year Agreement, January 1, 2023 - December 31, 2024
2. 2023 Salary Ranges: 2022 salary ranges increased by 2.5 percent
3. 2024 Salary Ranges: 2023 salary ranges increased by 2.5 percent
4. 2023 General Increase: 3.25%
5. 2024 General Increase: 3.25%
6. 2023-2024 Merit Matrix (in addition to General Increase)

Salary Range	Exceptional Performance	Greatly Exceeds	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25% base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25% base	0%

7. June 19 (Juneteenth) added as a paid holiday
8. One-time retention payments of \$500 (up to \$1,000 total) to be paid in July 2023 and January 2024

; and

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the appropriate County officials to execute the Labor Agreement with the Human Services Supervisors Association unit in the Community Services Division for the period of January 1, 2023 - December 31, 2024, in accordance with the terms and conditions of the Agreement and those contract modifications submitted to the Dakota County Board of Commissioners dated December 13, 2022, and subject to approval by the County's contracted labor counsel as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Andy Benish

Author: Andy Benish



# Board of Commissioners

## Request for Board Action

Item Number: DC-1675

Agenda #: 10.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Social Services

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Accept Additional Funds For Regional Behavioral Health Crisis And Recovery Center Project And Execute Grant Agreement With State Of Minnesota**

### PURPOSE/ACTION REQUESTED

Authorize acceptance of funding up to \$5,000,000 for a project with the Minnesota Department of Human Services (DHS) and Guild to design, construct, furnish, and equip a behavioral health crisis and recovery center and execution of the grant agreement with the State of Minnesota (State).

### SUMMARY

On May 17, 2021, DHS, through its Behavioral Health Division, issued a Request for Proposals (RFP) from qualified responders, which included counties, to design, construct or rehabilitate, furnish and equip facilities for regional behavioral health crisis centers to provide mental health services. The term of any resulting contract was anticipated to be from October 22, 2020 to December 31, 2024. Proposals were to be submitted by August 6, 2021.

By Resolution No. 21-387 (July 20, 2021), the Dakota County Board of Commissioners authorized the Community Services Director to submit, in partnership with Guild, a proposal to DHS in an amount up to \$5,000,000.

On August 4, 2021, Community Services submitted the completed proposal to DHS. The proposal was developed in partnership with Capital Project Management (CPM) and Guild.

On November 10, 2021, DHS communicated it had selected Dakota County as a successful applicant, with \$3,459,928 available for possible State bond funding of this project contingent on Dakota County agreeing that the grant amount is sufficient to complement the total funding of construction of the facility, and assurance that completion of required zoning and public ownership processes can be completed by December 31, 2024. At the February 8, 2022, Community Services Committee of the Whole (CSCW) meeting, staff were asked to explore alternative site options for the behavioral health crisis and recovery center.

By Resolution No. 22-095 (March 8, 2022), the Dakota County Board of Commissioners authorized the Community Services Director to proceed, in partnership with Guild, in accepting funds and complying with requirements of the Minnesota constitution regarding proper use of State bonding proceeds of DHS for an amount up to \$3,459,928; authorized the County to request additional funding from the legislature; agreed to leverage American Rescue Plan or other County funds to fill any remaining funding gaps between State bonding funds, additional State appropriations, other

funding sources and total costs for the balance of the design, construction and furnishing costs for the project; and requested Community Services provide regular updates on the project and prepare Request for Board Action for additional funding or costs necessary to facilitate deliverables.

After working with West St. Paul city staff, it was decided a portion of the Northern Services site would work best for this project. Physical Development staff worked with a design consultant to complete a preliminary space program, site test fit, and cost estimate. The pre-design work was then presented to the Board at the Physical Development Committee. The Board then approved the project to move forward into design by Resolution No. 22-254 (June 21, 2022).

Following this approval, by Resolution No. 22-306 (July 19, 2022), the Dakota County Board of Commissioners authorized a contract with Wold Architects and Engineers (Wold), who was selected, through a Request for Proposals process, for professional design services.

Simultaneous with preliminary schematic design efforts, Wold prepared supporting documents to accompany application to the City of West St. Paul for a conditional use permit. The West St. Paul City Council is expected to act on the application on December 12, 2022.

Pending the City of West St. Paul's action on the conditional use permit, staff will return to the County Board for schematic design approval in spring 2023, anticipating design to be complete in late summer 2023. Bidding and the start of construction will begin in late fall with estimated project completion by the end of 2024, to coincide with the end date of the timelines for State grant funding by December 30, 2024.

In late November 2022, DHS notified Dakota County that there may be additional DHS bonding dollars available to apply to Dakota County's Crisis and Recovery Center project. For DHS to allocate these funds to Dakota County, the County must enter into an agreement by December 31, 2022, and satisfy other administrative requirements. Board action is needed to increase the amount of DHS funding that Dakota County can leverage for the project.

## RECOMMENDATION

Staff recommends authorization to accept DHS funds for the Regional Behavioral Crisis Services Center in an amount of up to \$5,000,000 and to execute the grant agreement with the State of Minnesota.

## EXPLANATION OF FISCAL/FTE IMPACTS

Staff will pursue funding from the legislature, leverage American Rescue Plan or other County funds to fill any remaining funding gaps between State bonding funds, additional State appropriations, other funding sources and total costs. Throughout the project, County staff will provide regular updates and prepare a Request for Board Action for any additional funding or costs necessary to facilitate deliverables.

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

## RESOLUTION

WHEREAS, on May 17, 2021, the Minnesota Department of Human Services (DHS), through its Behavioral Health Division, issued a Request for Proposals (RFP) from qualified responders, which

includes counties, to design, construct or rehabilitate, furnish and equip facilities for regional behavioral health crisis centers to provide mental health and/or substance use disorder services; and

WHEREAS, the term of any resulting contract is anticipated to be from October 22, 2020 to December 31, 2024; and

WHEREAS, by Resolution No. 21-387 (July 20, 2021), the Dakota County Board of Commissioners authorized the Community Services Director to submit, in partnership with Guild, a proposal to DHS in an amount up to \$5,000,000 in response to the RFP for a grantee to design, construct or rehabilitate, furnish and equip facilities for regional behavioral health crisis centers whose purpose is to provide mental health and/or substance use disorder with projects to be completed by December 31, 2024; and

WHEREAS, on August 4, 2021, Community Services submitted a completed proposal to DHS; and

WHEREAS, on November 10, 2021, DHS communicated it completed its review of applications selecting Dakota County as a successful applicant, with \$3,459,928 available for possible State bond funding of this project contingent on Dakota County agreeing that the grant amount is sufficient to complement the total funding of construction of the facility, and assurance that completion of required zoning and public ownership processes can be completed by December 31, 2024; and

WHEREAS, Dakota County seeks to maximize State funding and other contributions for construction, building and service costs; and

WHEREAS, by Resolution No. 22-095 (March 8, 2022), Dakota County Board of Commissioners authorized the Community Services Director to proceed, in partnership with Guild, to accept funds and comply with requirements of the Minnesota constitution regarding proper use of State bonding proceeds of DHS for an amount up to \$3,459,928 to design, construct or rehabilitate, furnish and equip facilities for regional behavioral health crisis centers whose purpose is to provide mental health and/or substance use disorder services with project completion by December 31, 2024; authorized the County to request additional funding from the Minnesota Legislature and other sources for the balance of the design, construction and furnishing costs for the project; agreed to leverage American Rescue Plan or other County funds to fill any funding gaps between State bonding funds, additional State appropriations, other funding sources and total costs for the balance of the design, construction and furnishing costs for the project; and requested staff provide regular updates on the project and prepare Request for Board Action for additional funding or costs necessary to facilitate deliverables; and

WHEREAS, the County Board of Commissioners has authorized continued progress on the project through Resolutions No. 22-254 (June 21, 2022) and Resolution No. 22-306 (July 19, 2022); and

WHEREAS, DHS communicated to Dakota County that additional funding may be available for Dakota County's project; and

WHEREAS, pending the City of West St. Paul's action on the conditional use permit application, staff will return to the County Board for schematic design approval in spring 2023, anticipating design to be complete in late summer 2023, followed by bidding and the start of construction in late fall with estimated project completion by the end of 2024, to coincide with the end date of the timelines for

State grant funding by dates established in the grant agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or designee to proceed, in partnership with Guild, to accept funds and comply with requirements of the Minnesota constitution, including executing the grant agreement with the State of Minnesota approved by the County Attorney's Office as to form, regarding proper use of the State of Minnesota bonding proceeds through the Minnesota Department of Human Services for an amount up to \$5,000,000 to design, construct or rehabilitate, furnish and equip facilities for regional behavioral health crisis centers whose purpose is to provide mental health and/or co-occurring substance use disorder services with project completion by December 31, 2024 or other dates established in the grant agreement.

### PREVIOUS BOARD ACTION

21-387; 7/20/21

22-095; 3/8/22

22-256; 6/21/22

22-306; 7/19/22

### ATTACHMENTS

Attachment: 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

### CONTACTS

Department Head: Evan Henspeter

Author: Emily Schug



# Board of Commissioners

## Request for Board Action

Item Number: DC-1624

Agenda #: 11.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Finance

**FILE TYPE:** Consent Information

### TITLE

#### Report On Invoices Paid In October 2022

### PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during October 2022.

### SUMMARY

Minn. Stat. § 375.18 requires that all claims paid must be presented to the County Board for informational purposes.

A copy of the October 2022 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board.

Payments for the month ending October 31, 2022, total \$81,900,425.

The following is a summary of the major payments for the month.

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$1,959,072	Retirement accounts, PERA, health & dental
Payments to other governments	\$64,430,026	Pass through payments - taxes, fees
Materials & supplies	\$120,657	Highway, Parks, Buildings material/supplies
Overall support of departments	\$1,738,137	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$2,162,211	Major client services contract
All other expenses	\$2,016,943	BIP, CEP, and misc.
Capital projects	\$9,473,379	Highway & building construction
	<b>\$81,900,425</b>	

### RECOMMENDATION

Information only; no action requested.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

**RESOLUTION**

Information only; no action requested.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

- |   |  |
|---|--|
| <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: Peter Skwira

Author: Jan Larson





# Board of Commissioners

## Request for Board Action

Item Number: DC-1708

Agenda #: 11.2

Meeting Date: 12/13/2022

**DEPARTMENT:** Finance

**FILE TYPE:** Consent Action

### TITLE

**Establishment Of 2022 Fund Balance Commitments**

### PURPOSE/ACTION REQUESTED

Authorize the designation of Committed Fund Balances for fiscal year 2022.

### SUMMARY

Per the Dakota County Fund Balance Policy No. 2003, the County may impose constraints on certain spending that shall be determined by the close of the fiscal year by action of the County Board of Commissioners. These funds are classified as Committed Fund Balance.

The classification of Committed Fund Balance falls under Statement 54 of the Governmental Accounting Standards Board (GASB) - Fund Balance Reporting and Governmental Fund Type Definitions and applies to fund balances reported in the local government's major fund categories and fund types.

By Resolution No. 15-583 (November 17, 2015), the Dakota County Board of Commissioners authorized the establishment of the Environmental Legacy Fund (ELF) with the stated purpose of "protection, preservation or enhancement of the environment". The ELF was established by moving the host fee and gravel tax revenue from the Environmental Management Fund and reporting the remaining fiscal activity of the Environmental Management Fund as General Fund activity.

The current structure reports ELF revenue and expenditures within the Environmental Management Fund which allows the County to report the ELF activity separately in the Annual Comprehensive Financial Report (ACFR).

Committing these funds does not restrict the Board from amending the commitment in the future and does not affect the amount of expenditures budgeted for 2023.

### RECOMMENDATION

Staff recommends designating the unrestricted fund balance in the ELF Fund as Committed Fund Balance as of December 31, 2022, for the purposes of protection, preservation or enhancement of the environment.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

**RESOLUTION**

WHEREAS, the Governmental Accounting Standards Board has adopted Statement 54, a standard for reporting governmental fund balances; and

WHEREAS, the County's Fund Balance Policy No. 2003 states that the Board of Commissioners may impose certain constraints on spending that shall be determined by the close of the fiscal year; and

WHEREAS, Dakota County desires to commit a portion of its fund balance for future funding; and

WHEREAS, the Environmental Legacy Fund (ELF) was established to support environmental activities for the purpose of protection, preservation or enhancement of the environment; and

WHEREAS, by reporting the ELF revenue and expenditures with the Environmental Management Fund will meet the qualifications of a special revenue fund and allow the County to report the ELF activity in the Annual Comprehensive Financial Report (ACFR).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners, in accordance with and pursuant to Policy 2003 Fund Balance, hereby commits the entire fund balance of the Environmental Legacy Fund as of December 31, 2022; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby classifies the Environmental Legacy Fund activity be reported with the Environmental Management Fund.

**PREVIOUS BOARD ACTION**

15-585; 11/17/15

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Peter Skwira

Author: Pam Davis



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1674

**Agenda #:** 11.3

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Finance

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Contracts For Investment Portfolio Management**

### **PURPOSE/ACTION REQUESTED**

Authorize the Enterprise Finance and Information System (EFIS) Director to execute contracts with PFM Asset Management LLC (PFMAM), RBC Global Asset Management Inc. (RBC), and PMA Asset Management, LLC (PMA) for external investment portfolio management.

### **SUMMARY**

Prudent management of public funds on behalf of the citizens of Dakota County is a County Board objective. Funds shall be invested in accordance to Minnesota Statute Chapter 118A and County Policy 2254 to ensure the preservation of principal, provide for liquidity, and gains interest. Minnesota Statute Chapter 118A.04 provides a list of the types of securities in which local governments may invest public funds. Unrestricted public funds are limited to the securities available in the bond market and commercial paper that are fully insured by the Federal Deposit Insurance Corporation. The portfolio will be actively managed to achieve growth of capital through appreciation of securities held and reinvestment of interest income.

Dakota County issued a request for proposal for portfolio management in October 2022. Four responses were received, and an internal evaluation committee reviewed and selected three as finalists. Committee members considered the value of proposals, knowledge and experience with local government investment portfolios, and references. Two of the three finalists (RBC and PFMAM) are currently under contract with Dakota County. They will retain their current holdings and market value of investments. The third (PMA) will be a new contract. PMA will replace an existing vendor and assume their current investment holdings. Dakota County Finance Department will continue to manage a small portion of the investment portfolio.

Over the past three completed years (2019 - 2021), fees for services averaged 1.9 percent of the total interest received. Interest earnings for fiscal years 2019 - 2021 totaled \$26.6 million and fees for investment services totaled \$505,096.

The total costs for all three contracts for the three fiscal years 2023 - 2025 is estimated at \$475,000. The contract terms include the option of renewing for three additional one-year periods for fiscal years 2026 - 2028. Price of services are at a set rate depending on the total market value of the portfolio.

### **RECOMMENDATION**

Staff recommend the Board authorize the EFIS Director to execute contracts with PFMAM, RBC, and PMA for investment portfolio management services.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The costs for these services are budgeted annually and are included in the County Manager's recommended 2023 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, Dakota County's objective is to provide for the prudent management of public funds on behalf of its citizens according to the County's investment policy; and

WHEREAS, Dakota County issued a request for proposal to select external investment portfolio management firms to manage a portion of the County's investment portfolio; and

WHEREAS, staff recommends entering a contract with PFMAM, RBC, and PMA for investment portfolio management services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board hereby authorizes the Enterprise Finance and Information Systems (EFIS) Director to execute individual contracts with PFMAM, RBC, and PMA for investment management services estimated at \$475,000 for three years, subject to approval as to form by the County Attorney's Office; and

BE IT FURTHER RESOLVED, That the Dakota County Board hereby authorizes the Enterprise Finance and Information Systems (EFIS) Director to extend individual contracts with PFMAM, RBC, and PMA for three one-year extensions.

**PREVIOUS BOARD ACTION**

17-651; 12/12/17

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**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: Peter Skwira

Author: Peter Skwira



# Board of Commissioners

## Request for Board Action

Item Number: DC-1698

Agenda #: 11.4

Meeting Date: 12/13/2022

**DEPARTMENT:** Information Technology

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Joint Powers Agreement Between Dakota County And Community Development Agency For Employee Benefit Participation, Employee Relations Services And Information Technology Services**

### PURPOSE/ACTION REQUESTED

Authorize the County Manager to execute a joint powers agreement (JPA) between Dakota County and the Community Development Agency (CDA) to provide employee benefit participation, Employee Relations services and Information Technology (IT) Services, to the CDA upon request.

### SUMMARY

In 2018, the County and CDA entered into separate joint powers agreements to provide CDA employees' access to the County's medical, dental and vision employee benefit plans (Resolution No. 18-638), IT services (Resolution No. 18-643), human resources consulting services on an ad hoc basis (Resolution No. 18-639), and legal services from the County Attorney's Office to the CDA. These JPAs expired in December 2020. The County and CDA renewed these agreements with a consolidated JPA having an effective date of January 1, 2020 (Resolution No. 21-048). The current agreement expires at the end of 2022.

CDA staff wish to continue obtaining certain Employee Benefit Participation, Employee Relations services and IT services from the County and the County is willing to provide these services, as agreed to by the department and the CDA. A proposed JPA (Attachment) has been prepared to continue this arrangement for services for the years 2023 and 2024. Services will continue to be provided by the County Attorney's Office under a separate agreement.

### RECOMMENDATION

Staff recommends the Board authorize the County Manager to execute a JPA between Dakota County and the CDA for the years 2023 and 2024 to allow the County to provide employee benefit participation, Employee Relations services and IT services to the CDA upon request.

### EXPLANATION OF FISCAL/FTE IMPACTS

None. The anticipated costs and/or revenues resulting from providing services to the CDA are represented in the 2023 County Manager's Recommended Budget.

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

**RESOLUTION**

WHEREAS, the current agreement to provide Employee Relations services and IT services to the CDA expires on December 31, 2022; and

WHEREAS, the CDA wishes to continue receiving certain Employee Relations services and IT services from Dakota County upon request; and

WHEREAS, Dakota County is willing to provide Employee Relations services and IT services when resources are available and as agreed to by the County and the CDA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute a joint powers agreement between Dakota County and the Dakota County Community Development Agency for the years 2023 and 2024 to provide Employee Relations and Information Technology services as requested and agreed to by both parties, consistent with available resources in the Dakota County, substantially as presented, and subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

18-638; 12/18/18

18-643; 12/18/18

18-639; 12/18/18

21-048; 1/19/21

**ATTACHMENTS**

Attachment: CDA Joint Powers Agreement with Dakota County

**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: Dan Cater

Author: Dan Ferber

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

This Joint Powers Agreement (“Agreement”) is between the Dakota County, a political subdivision of the State of Minnesota (“County”); and the Dakota County Community Development Agency, a public body corporate and politic in the State of Minnesota (“CDA”), collectively the “Parties”, pursuant to the authority conferred upon them by Minn. Stat. § 471.59.

**WHEREAS**, the County is a political subdivision of the State of Minnesota; and

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

**WHEREAS**, the County currently provides CDA employees access to its group medical, dental and vision employee benefit plans (collectively, “Employee Benefits Participation”), and provides the CDA with certain information and technology serviced (collectively, “IT Services”), and human resources consulting services upon request on an ad hoc basis (collectively, “HR Services”) pursuant to previously executed Joint Powers Agreements; and

**WHEREAS**, the CDA desires that the County continue to provide Employee Benefit Participation, IT Services, and HR Services as further described in this Agreement and the attached Appendices, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

The Purpose of this Agreement is:

- A. To enable CDA employees to participate in the County's group medical, dental and vision employee benefit plans in 2023 and 2024; and
- B. To enable the CDA to request and receive IT services from the County’s IT Department (“IT Department”); and
- C. To enable the County’s Employee Relations Department (“ER Department”) to continue providing human resources consulting services to the CDA upon request on an ad hoc basis, and to establish the terms on which such services shall be provided.

## ARTICLE II TERM

This Agreement shall be in full force and effect on January 1, 2023 and shall continue in full force until December 31, 2024, or until terminated pursuant to Section 4.G. herein, whichever occurs first (the “Agreement Term”).

## ARTICLE III SERVICES

In accordance with the terms of this Agreement, the County will provide the CDA with the Employee Benefit Participation, IT Services, and HR Services pursuant to the terms, conditions, and provisions in Appendices 1 through 4, which are attached hereto and incorporated herein:

- A. Appendix 1 County Provision of Employee Benefits Participation;
- B. Appendix 2 County Provision of IT Services;
- C. Appendix 3 County Provision of HR Services;

## ARTICLE IV GENERAL

- A. **Compliance with Laws and Standards.** The Parties agree to comply with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Parties are responsible, including, without limitation, the Minnesota Government Data Practices Act (“MGDPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), if applicable. Each party shall rely on its own appointees for such compliance.
- B. **Data Privacy and Security Compliance.** The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the MGDPA; HIPAA, and its implementing rules and regulations (including Privacy, Security, Breach Notification and Enforcement rules and regulations); and all other federal, state and local laws that apply to such data.
- C. **Non-Employee Status.** In implementing the terms of this Agreement, the County's employees and agents are not employees of the CDA, and the CDA's employees and agents are not employees of the County.
- D. **Accounting.** All funds shall be accounted for according to generally accepted accounting principles. Each party shall allow the other party access to its records at reasonable hours,



including all books, records, documents, and accounting procedures and practices relevant to the subject matters of the Agreement for purposes of audit.

- E. Disposition of Property.** Upon termination of this Agreement, any property acquired as a result of activities undertaken pursuant to this Agreement and any surplus moneys shall be returned in proportion to the contributions of the Parties.
- F. Amendments.** Any amendments, changes, or modifications to this Agreement will be valid only if reduced to writing, approved by the Parties' respective Boards, and signed by the County Manager and the CDA Executive Director.
- G. Notices and Authorized Representatives.** All notices and other communications required under or contemplated by this Agreement will be in writing and delivered personally, via First Class mail (postage prepaid) or e-mail to the following Authorized Representatives:

To the CDA

Executive Director  
Dakota County Community Development Agency  
1228 Town Centre Drive  
Eagan, MN 55123

To the County

Dakota County Manager  
Dakota County Administration Center  
1590 Highway 55  
Hastings, MN 55033

These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

- H. Termination.** This Agreement shall terminate upon 180 days' written notice to the Authorized Representative or on December 31, 2024, whichever occurs first. Upon termination, the ER Department or IT Department shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination. Notice required to be provided pursuant to this Agreement to the County regarding termination of this Agreement shall also be provided to the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.
- I. Integration and Interpretation.** It is the intent of the Parties that the Attached Appendices and the body of this Agreement are to be interpreted as an integrated whole. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements. To the extent any provision in any Appendix conflicts or is inconsistent with the body of this Agreement, then the provision in the Appendix shall govern and prevail. Nothing in this Agreement shall be interpreted to limit or abridge the CDA's right to enter into one or

more separate agreements to provide services for a specific project with the County or any other third-party.

- J. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

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

**Approved as to form**

**DAKOTA COUNTY**

\_\_\_\_\_  
Assistant County Attorney      date

\_\_\_\_\_  
Matt Smith  
County Manager

Date of signature: \_\_\_\_\_

Approved by Dakota County Board  
Resolution \_\_\_\_\_

**DAKOTA COUNTY COMMUNITY  
DEVELOPMENT AGENCY**

Approved by Dakota County Community  
Development Agency  
Resolution # \_\_\_\_\_

\_\_\_\_\_  
Tony Schertler  
Executive Director  
Date of signature: \_\_\_\_\_

**[This section is intentionally blank]**

**Appendix 1**  
**County Provision of Employee Benefits Participation**

**1. Participation in County Group Employee Benefit Plans.**

- a. **Eligibility.** The County shall allow CDA employees to participate in the County's group medical, dental and vision employee benefit plans on the same basis as County employees. Eligibility for participation in such plans is governed by the terms and conditions of applicable plan documents.
- b. **Premium Costs.** CDA employees are responsible for paying their respective employee share premium costs associated with their participation in the County's group medical, dental and vision employee benefit plans. The CDA shall pay the County all employer share premium costs associated with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. In no event shall the County be responsible for any premium or other costs associated with CDA employees' participation in the County's group medical, dental or vision employee benefit plans.
- c. **Administrative Fee.** The CDA shall pay the County an administrative fee in connection with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. Such administrative fee shall be established on an annual basis by the Director of the Dakota County Employee Relations Department and communicated to the CDA's Executive Director in writing.

- 2. Liability and Indemnification.** The CDA agrees to defend, indemnify, and hold harmless the County and its elected officials, employees and agents from all claims, demands, and causes of action of any kind or character whatsoever, including the costs of defense thereof, resulting from or relating in any way to the County's performance of services under this Agreement and/or CDA employees' participation in the County's group medical, dental and/or vision benefit employee plans. Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

## **Appendix 2**

### **County Provision of IT Services**

1. **IT Services.** The County agrees that the IT Department will provide IT services to the CDA upon CDA's request. The County and the CDA understand that such services will be provided to the CDA only as requested by the CDA and as agreed to by the IT Department. The County has sole discretion in determining the level of IT services it is able to provide. The CDA retains the discretion to secure IT services from sources other than the County. The CDA shall reimburse the County for IT services, including reasonable and necessary staff time, non-staff costs incurred by the County for the provision of the services, and contracted services provided by third party vendors, all as agreed to by the Parties. The County shall submit fee statements to the CDA identifying the individuals providing the services and itemizing the services provided by each individual, and the non-staff costs incurred by the County.
2. **Payment for Services.**
  - a. **Hourly Rate.** When the IT Department determines the services requested by CDA will require a significant commitment of IT Department resources, the IT Department will promptly inform the CDA that the IT Department will require payment for the requested services. The IT Department and the CDA will agree upon an hourly rate or other measure of compensation for the specific services requested prior to providing the services.
  - b. **Costs.** In addition to paying for the IT consulting services provided by the IT Department pursuant to this Agreement, the CDA shall also reimburse the IT Department for other costs incurred by the IT Department in connection with providing such services. The CDA agrees it is solely responsible for the costs associated with the purchase and maintenance of all end-user computing equipment for CDA employees, including computers, printers and other supplies.
  - c. **Billing.** The IT Department shall invoice the CDA on a monthly basis for services provided to the CDA pursuant to this Agreement and any costs incurred by the IT Department in connection with providing such services. The invoices shall identify the persons providing the services to the CDA and the services provided by each person, the number of hours of services that each person provided, and any costs reimbursable costs incurred by the IT Department in connection with providing such services.
  - d. **Time of Payment.** The CDA shall, within thirty-five (35) calendar days after receipt of an invoice, tender payment to the IT Department for the entire balance of the invoice. In the event the CDA disputes any amount billed to it under this Agreement, the CDA may withhold payment of said amount until after the dispute has been resolved.

3. **Liability and Indemnification.** The CDA agrees to defend, indemnify and hold harmless the County from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the act or omissions, including negligent acts or omissions, of the County, its elected officials, employees and agents in providing services under this Agreement. Nothing in this paragraph is intended as a waiver of any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

### Appendix 3 County Provision of HR Services

#### 1. Services.

- a. **Scope.** The ER Department shall provide human resources consulting services to the CDA upon request on an ad hoc basis as agreed to by the ER Department.
- b. **Discretion to Decline Services.** The Director of the ER Department (“Director”) shall have sole and complete discretion to decline to provide human resources consulting services to the CDA. Nothing in this Agreement shall obligate the ER Department to provide human resources consulting services to the CDA.
- c. **Discretion to Obtain Services from Other Sources.** The CDA shall have sole and complete discretion to obtain human resources consulting services from sources other than the ER Department. Nothing in this Agreement shall obligate the CDA to obtain human resources consulting services from the ER Department.

#### 2. Payment.

- a. **Hourly Rate.** The CDA will pay the County for human resources consulting and payroll services provided by the ER Department at an hourly rate of \$94.00. Effective January 1 of each calendar year during the Agreement Term, the Director may adjust the hourly rate then in effect to reflect the present cost of providing human resources consulting and payroll services to the CDA, and will provide written notice of any adjusted hourly rate to the CDA pursuant to Section 4.G of the Agreement prior to the new hourly rate taking effect.
- b. **Costs.** In addition to paying for the human resources consulting services provided by the ER Department pursuant to this Agreement, the CDA shall also reimburse the ER Department for any costs incurred by the ER Department in connection with providing such services. Reimbursable costs include, without limitation, long-distance telephone charges, postage charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, investigatory fees, and other reasonable expenses incurred by the ER Department in providing human resources consulting services to the CDA.
- c. **Billing.** The ER Department shall invoice the CDA on a monthly basis for human resources consulting services provided to the CDA pursuant to this Agreement and any costs incurred by the ER Department in connection with providing such services. The invoices shall identify the persons providing the services to the CDA and the services provided by each person, the amount of time that each such person spent providing services, and any costs reimbursable costs incurred by the ER Department in connection with providing such services.

- d. **Time of Payment.** The CDA shall, within thirty-five (35) calendar days after receipt of an invoice, tender payment to the ER Department for the entire balance of the invoice. In the event the CDA disputes any amount billed to it under this Agreement, the CDA may withhold payment of said amount until after the dispute has been resolved.
3. **Liability and Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its elected officials, employees and agents from all claims, demands, and causes of action of any kind or character whatsoever, including the costs of defense thereof, resulting from or relating in any way to the indemnifying party's performance of services under this Agreement. Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.





# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1627

**Agenda #:** 11.5

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Office Of Risk Management

**FILE TYPE:** Consent Action

### **TITLE**

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

### **PURPOSE/ACTION REQUESTED**

Authorize the execution of a contract amendment with SFM Risk Solutions, Inc. (SFM) for administration of workers' compensation claims.

### **SUMMARY**

Since 1990, Dakota County has been self-insured for workers' compensation claims and has contracted for administration of claims through a third-party administrator (TPA). Dakota County has utilized the services of SFM, since October 2013 when our previous long term TPA- RTW, Inc. (RTW) abruptly exited the TPA market.

SFM is the leading workers' compensation insurer in the Midwest, serving businesses of all sizes and types in 16 states. Since assuming our business in 2013, SFM has provided exceptional customer service and management of County employee's workers compensation claims. Staff has found SFM to be extremely responsive to Dakota County's needs. At the County's request, SFM has provided a dedicated claims manager. A dedicated claims manager provides a single point of contact for conducting business and strong communication lines which is especially important in the management of lost time claims.

In 2015, Risk Management completed a survey of similarly sized, self-insured entities and worked with the County's insurance broker to identify vendors to solicit proposals for TPA services. Three TPA vendors were sent requests for proposals: SFM, Corvel, Inc. and Gallagher Basset. At that time, SFM provided the most competitive quote for TPA services, and has maintained a modest cost of living increase in annual costs.

SFM has a close working relationship with several other counties and municipalities in Minnesota and understands the complexities of handling workers' compensation for government entities. Dakota County has been pleased with the services provided by SFM and the claims handling of our larger and more complex workers' compensation claims. Dakota County currently has several complex workers' compensation claims which staff expect to bring to closure in 2023. Maintaining the working relationship with SFM will help keep the management of these claims moving in the right direction.

SFM has offered to amend the contract (a one-year extension of the five-year contract executed in 2017). SFM's proposal continues to reflect an annual premium increase of 3 percent. This increase

in cost has been consistent since 2020. SFM's proposal for a one-year amendment for third party administration of workers' compensation claims is \$41,619.00 higher for 2023. Staff intend to issue an RFP for TPA services workers' compensation claims in late 2023.

### RECOMMENDATION

Staff recommends executing a one-year amendment to the contract with SFM based on the positive working relationship between the County and SFM and an annual cost reflecting a reasonable cost-of-living increase. The amendment is for \$41,619 for the term of January 1, 2023 through December 31, 2023 which increases the total contract amount to \$231,875.

### EXPLANATION OF FISCAL/FTE IMPACTS

Funds are included in the Office of Risk Management Workers' Compensation TPA recommended 2023 budget in the amount of \$41,619.00 for the one-year amendment to the contract.

- |  |  |   |
|--|--|---|
| <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, Dakota County purchases services for the administration of workers' compensation claims; and

WHEREAS, by Resolution No. 17-606 (November 28, 2017), the Dakota County Board of Commissioners authorized the execution of a five-year contract with SFM Risk Solutions, Inc. (SFM) that will expire on December 31, 2022; and

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

WHEREAS, the results of the review showed that SFM continues to be cost competitive for workers' compensation claim TPA services; and

WHEREAS, the Office of Risk Management staff have been satisfied with the TPA services for Dakota County's self-insured workers' compensation claims; and

WHEREAS, the Risk and Homeland Security Manager recommends the amendment of the current contract for one additional year with SFM for administration of workers' compensation claims.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Enterprise Finance and Information Systems Director to execute a contract amendment with SFM Risk Solutions, Inc. for \$41,619 for the term of January 1, 2023 through December 31, 2023 increasing the total contract amount to \$231,875.

### PREVIOUS BOARD ACTION

17-666; 11/28/17

### ATTACHMENTS

Attachment: None.

**BOARD GOALS**

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

**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: B.J. Battig

Author: Sarah Fenske



# Board of Commissioners

## Request for Board Action

Item Number: DC-1587

Agenda #: 12.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Final Plats Recommended By Plat Commission**

### PURPOSE/ACTION REQUESTED

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

### SUMMARY

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

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

### RECOMMENDATION

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

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

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

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

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

WHEREAS, the final plat approval by the County Board is subject to the conditions established by the Plat Commission review; and

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

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

ORCHARD PLACE 4<sup>TH</sup> ADDITION  
CEDAR HILLS 5<sup>TH</sup> ADDITION

Apple Valley  
Lakeville

### **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

November 9, 2022

The Plat Commission meeting began at 1:30 p.m. via Zoom. Members present included: Kurt Chatfield, Scott Peters, Jake Chapek, Todd Tollefson, Tom Bowlin. Others present: Butch McConnell

<b>Plat Name:</b>	<b>ORCHARD PLACE 4<sup>TH</sup> ADDITION</b>
<b>PID:</b>	<b>010350002011</b>
<b>City:</b>	<b>Apple Valley</b>
County Road:	CSAH 31 (Pilot Knob Rd.)
Current ADT (2017):	24,000
Projected ADT (2040):	25,000
Current Type:	4-lane, divided
Proposed Type:	6-lane, divided
R/W Guideline:	100ft (½ R/W)
Spacing Guideline:	½ mile full access
Posted Speed Limit:	55 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	Sec. NE ¼ 35-115-20
In attendance (11/09/22):	Tom Lovelace (city); Kathy Bodmer (city); Brandon Anderson (city)

### REVIEW 11/09/22:

The site includes a vet clinic, medical building, two flex business buildings along with two outlots. The right-of-way needs along CSAH 31 are 100 feet of half right of way, which have been met. Access along CSAH 31 includes one restricted access location at 152<sup>nd</sup> Street and a full access at 155<sup>th</sup> Street, which is just south of the proposed plat.

Restricted access should be shown along all of CSAH 31 except one opening at 152<sup>nd</sup> Street. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

### RECOMMENDATION 11/09/22:

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners.

## DAKOTA COUNTY PLAT COMMISSION MEETING SUMMARY

November 23, 2022

The Plat Commission meeting began at 1:30 p.m. via Zoom. Members present included: Kurt Chatfield, Scott Peters, Jake Chapek, Tom Bowlin, Todd Tollefson. Others present: Butch McConnell

<b>Plat Name:</b>	<b>CEDAR HILLS 5<sup>TH</sup> ADDITION</b>
<b>PID:</b>	<b>221671700120</b>
<b>City:</b>	<b>Lakeville</b>
County Road:	CSAH 23 (Cedar Ave.) / CSAH 64 (200 <sup>th</sup> St. W.)
Current ADT (2017):	23,000 / 1,750
Projected ADT (2040):	39,000 / 5,500
Current Type:	4-lane, divided / 2-lane
Proposed Type:	6-lane, divided / 2-lane
R/W Guideline:	100ft (½ R/W) / 50ft (½ R/W)
Spacing Guideline:	½ mile full access / ¼ mile full access
Posted Speed Limit:	55 mph / 50 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	Sec. NW ¼ 27-114-20
In attendance (11/23/22):	Alex Jordan (city)

### REVIEW 11/23/22:

The plat includes a replat of 4 outlots from CEDAR HILLS 3RD ADDITION. Restricted access should be shown along CSAH 23 per document no. 3407240. Restricted access should also be shown on County Road 64 along Outlots L and M, CEDAR HILLS 3RD ADDITION. A quit claim deed for restricted access to Dakota County along CR 64 is required with the recording of the plat mylars.

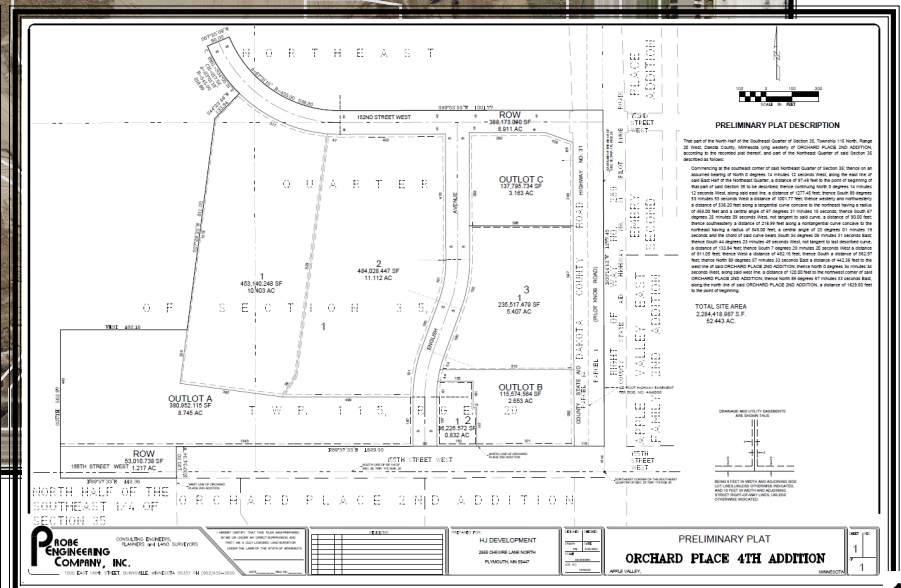
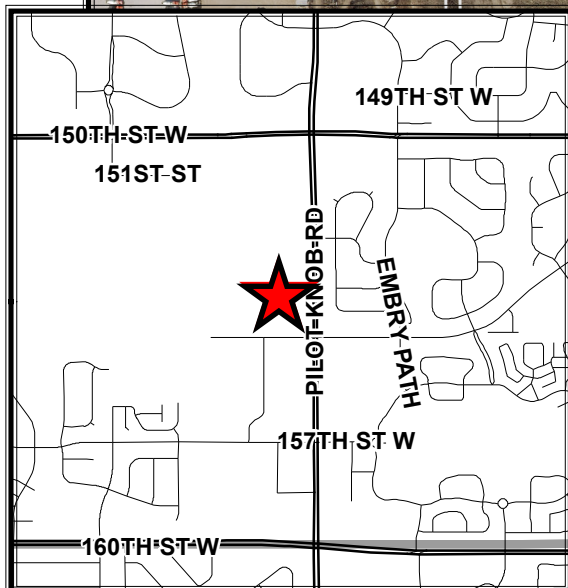
RECOMMENDATION 11/23/22:

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners.



# ORCHARD PLACE 4TH ADDITION

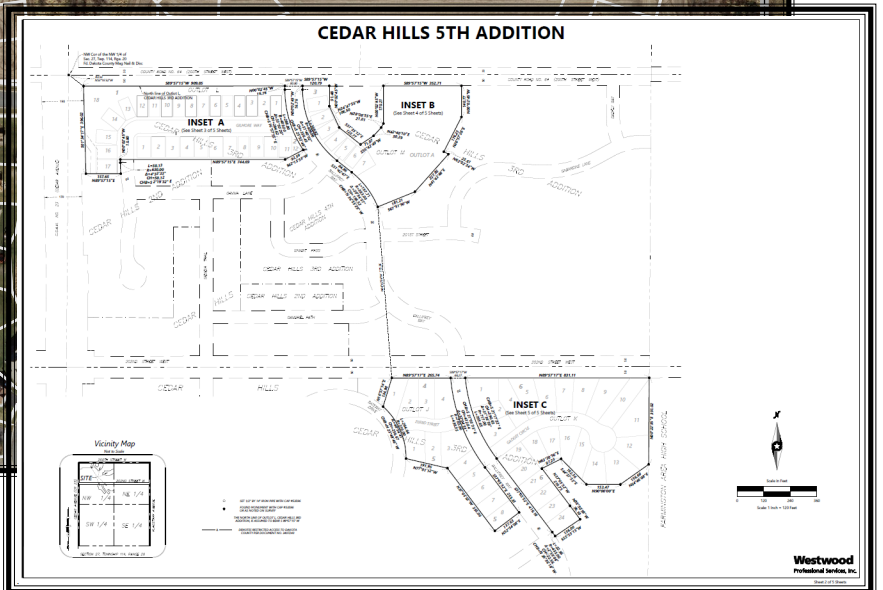
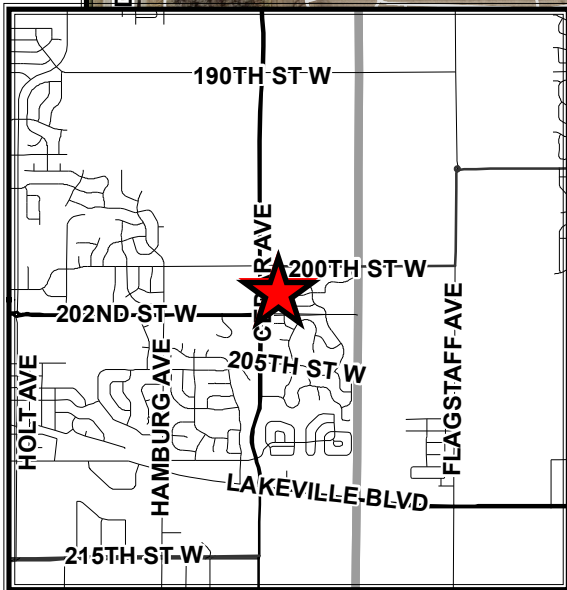
Prepared by Dakota County Physical Development Division





# CEDAR HILLS 5TH ADDITION

Prepared by Dakota County Physical Development Division



Westwood  
Professional Services, Inc.



# Board of Commissioners

## Request for Board Action

Item Number: DC-1532

Agenda #: 12.2

Meeting Date: 12/13/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization For Second Amendment Of Contract With KLJ Engineering, Inc. To Provide Additional Design For County Project 88-20 And 88-24 On CSAH 88 In Randolph Township**

### PURPOSE/ACTION REQUESTED

Amend the contract with KLJ Engineering, Inc. for Final Design Services for County Project (CP) 88-20 and 88-24 in Randolph Township.

### SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 88-20 to reconstruct CSAH 88 between the East Dakota County Line and Finch Court and CP 88-24 between Finch Court and Trunk Highway 56. The project consists of preliminary and final engineering designs, public involvement process, surveying, geotechnical analysis, traffic analysis, and environmental analysis services required to reconstruct County State Aid Highway (CSAH) 88 in Randolph Township (see Attachment: Project Location).

The purpose of CP 88-20 and 88-24 is to address pavement quality, safety, and operational issues. The existing road has minimal paved shoulders, no turn lanes, and multiple curves with advisory speeds below the posted speed limit. In addition, CSAH 88 currently intersects Highway 56 at a skew near a railroad crossing, which has led to several crashes. Both projects include scope that will also explore the feasibility of a trail along existing and reconstructed CSAH 88 to connect the Dakota County Park on both ends of the project, utilizing the right-of-way needed for the road reconstruction. This project, when complete, will be consistent with County and CSAH standards for this type of County facility.

Due to ongoing coordination with Union Pacific Railroad, the project has been split into two phases to allow time to coordinate the construction and maintenance agreement. The first phase, 88-20, between the East Dakota County Line and Finch Court is scheduled to begin in the summer of 2023. The second phase, now CP 88-24, contains the existing at-grade railroad crossing between Finch Court and Trunk Highway 56 and is scheduled to be constructed in 2024.

The original contract with KLJ Engineering, Inc. did not account for the project to be split into two phases. The split caused out-of-scope work and delays in schedule that include:

- Project Management extension
- Environmental Site Assessment and asbestos and regulated materials assessment for a possible property relocation

- Additional public engagement requested by Randolph Township to discuss design options for 296<sup>th</sup> Street
- Re-design of 296<sup>th</sup> connection area, including drainage re-design
- Utility design revisions due to rock-cut coordination
- Design revisions requested by Union Pacific Railroad

The total amendment for preliminary and final design and engineering totals \$122,065, bringing the total amended contract total to \$1,173,832.66, which represents nine percent of the total engineering cost for both projects. A more detailed description of all tasks associated with the negotiated scope increase is provided by KLJ Engineering (see Attachment: Amendment Memorandum).

## RECOMMENDATION

Staff recommends executing a contract amendment with KLJ Engineering, Inc. in the amount of \$122,065, increasing the total amount to \$1,173,832.66.

## EXPLANATION OF FISCAL/FTE IMPACTS

The Transportation Capital Improvement Program includes a total budget of \$8,245,200 for CP 88-20. Sufficient funds are available for the contract amendment.

- |  |  |   |
|--|--|---|
| <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 is proceeding with County Project (CP) 88-20 and 88-24; and

WHEREAS, CP 88-20 and 88-24 is the preliminary and final design engineering and public engagement process required to reconstruct County State Aid Highway (CSAH) 88 in Randolph Township between Trunk Highway 56 and the East Dakota line; and

WHEREAS, the County is the lead agency for the Project with construction scheduled for summer 2023 and 2024; and

WHEREAS, by Resolution No. 19-887 (December 17, 2019), the County executed a contract with KLJ Engineering for preliminary and final design engineering consulting services; and

WHEREAS, by Resolution No. 20-629 (December 15, 2020), the County executed a contract amendment with KLJ Engineering for preliminary and final design engineering consulting services; and

WHEREAS, KLJ Engineering has successfully completed the submitted the scope of services of many of the necessary deliverables needed for this project; and

WHEREAS, County staff recognizes and recommends that the proposed additional tasks are necessary in order to successfully complete the project; and

WHEREAS, staff negotiated an amount of \$122,065 with KLJ Engineering to complete the work; and

WHEREAS, the amended 2022 Transportation Capital Improvement Program Budget includes sufficient funding for CP 88-20 and 88-24.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an amendment to the contract with KLJ Engineering to perform additional services necessary to deliver County Project 88-20 and 88-24 in an amount not to exceed \$122,065, resulting in a total amended contract not to exceed \$1,173,832.66, subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

20-629; 12/15/20

22-150; 4/5/22

22-428; 10/4/22

**ATTACHMENTS**

Attachment: Project Location

Attachment: Amendment Memorandum

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

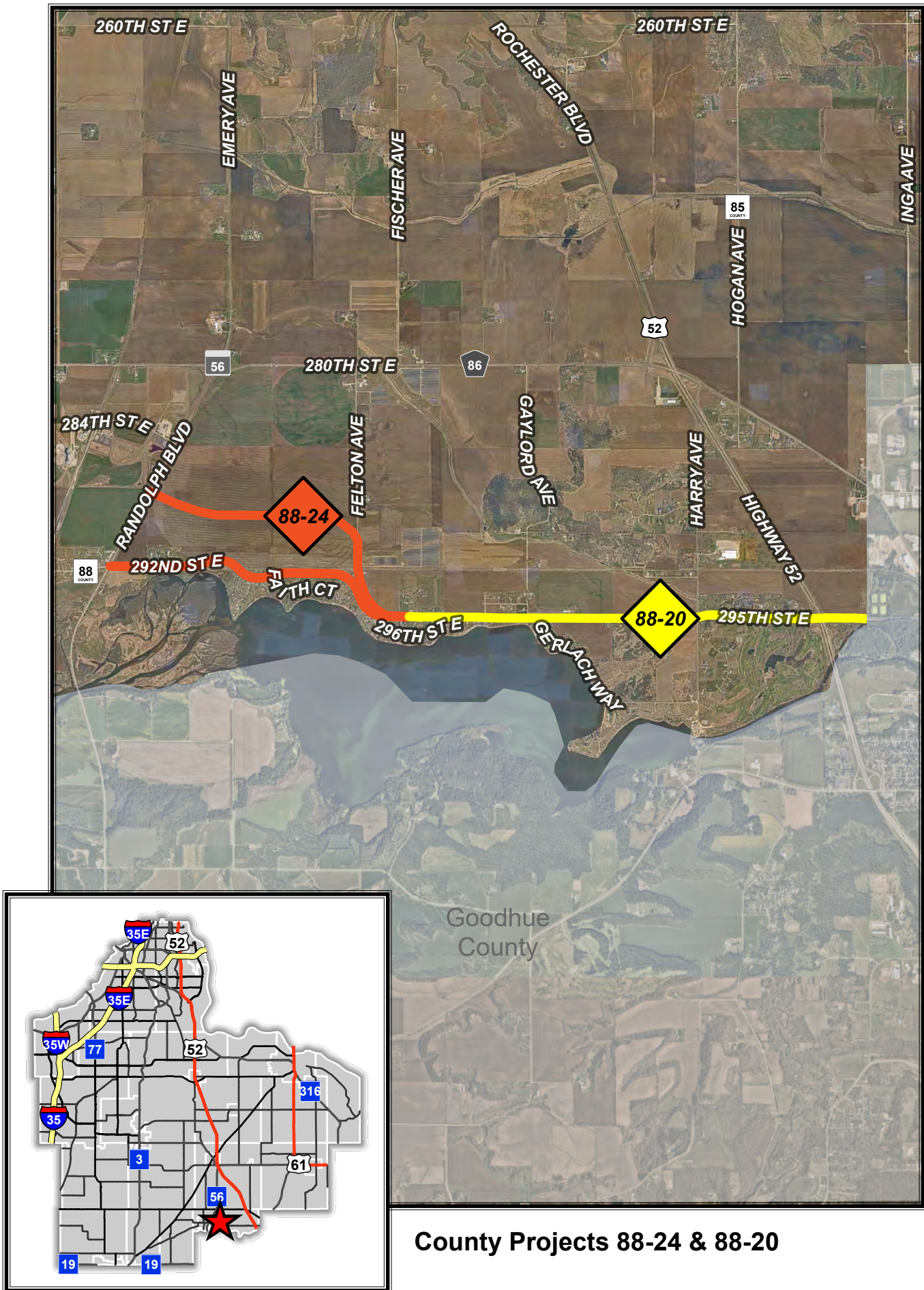
☐ N/A

**CONTACT**

Department Head: Erin Laberee

Author: Matthew Parent





Th 370 Wabasha Street North, Suite 300  
Saint Paul, MN 55102  
(651) 222-2176  
[KLJENG.COM](http://KLJENG.COM)

November 8, 2022

Matthew Parent  
Senior Project Manager  
Dakota County  
14955 Galaxie Avenue  
Apple Valley MN, 55124

Re: CP88-20/24; CSAH 88 Reconstruction – Supplemental agreement to professional services contract #C0032384

Dear Matthew:

KLJ Engineering respectfully requests approval of this Supplemental Agreement for Engineering Services (agreement) for the above referenced project. The agreement is needed to address additional project scope items that were not included in our current professional services contract #C0032384. Upon approval, this agreement will allow us to extend the project duration one year allowing continued UPPR railroad coordination and completion of CP88-20 (SAP 019-688-010) to a bid package in Fall 2022 and completion of the CP 88-24 (SAP 019-688-011) to a bid package in Winter of 2022.

During final engineering services, additional effort was required due to unforeseen tasks related to changes in project letting dates, coordination with property owners, township coordination, and railroad and utility coordination. The following are scope changes being requested:

- 12-month extension of project management time from Spring of 2022 to Spring of 2023.
- Project management increases also include additional coordination with the MnDNR and incorporation of 2 constructability review meetings with Dakota County.
- Coordination meeting, exhibits, and plan changes for the Gergen property related to potential relocation
- Asbestos and Regulated material investigation, Phase 1, and Phase 2 for the Gergen parcel for potential house move or relocation.
- Coordination, attendance, and design alternative development for township board meeting related to public feedback on 296<sup>th</sup> Street design.
- Project layout and construction limit updates
- Re-design of plans near 296<sup>th</sup> Street township to 90 percent design level including pond and drainage design
- Extensions for the utility coordination including additional coordination of field relocations, rock cut, etc.
- Updates to the design plans based on coordination with UP Railroad.
- TH 56 Pavement Coring and Analysis (Braun)



We respectfully request Dakota County consider the supplemental agreement for the reasons listed above. Processing this agreement will allow KLJ to continue with the remaining work tasks in accordance with the revised project scope and schedule. If this agreement is acceptable, our total contract amount will increase \$122,065.00 from \$1,051,767.66 to \$1,173,832.66.

Please contact me at 608-445-5741 if you have any questions or need additional information.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read "P. Glaser", with a stylized, flowing script.

Paul Glaser, PE  
Minnesota Transportation Leader

Enclosure(s): Scope Fee – Gergen Parcel ARM, Phase 1&2  
Project #: 1903-01978  
cc: N/A

Table 1 - Scope Additions		
No.	Task	
		Total
1	<b>Project Management Extension</b> Project duration has extended approximately 12 Months <ul style="list-style-type: none"> <li>Expended weekly meetings (0.5 hours per week for 2 staff for 52 weeks)</li> <li>Design Management and coordination extension (2.5 hours per week x 52 weeks)</li> <li>12 month extension on Invoicing</li> <li>Additional DNR Coordination</li> <li>2 CR Review Meetings and Comments (Phase 1 and Phase 2)</li> </ul>	\$42,030.00
2	<b>Coordination / Updates for Gergen Property</b> <ul style="list-style-type: none"> <li>Project requires a relocation and additional coordination / design refinement was required at the location including meetings with the appraiser and review of design options to minimize impacts.</li> <li>ARM, Phase 1, Phase 2 for Parcel (See detailed scope)</li> </ul>	\$23,100.00
3	<b>Public Engagement Additions</b> <ul style="list-style-type: none"> <li>Township meeting and exhibits to discuss options for 296th Street</li> <li>Layout, construction limit update</li> </ul>	\$11,304.00
4	<b>Re-design of 296th Area</b> <ul style="list-style-type: none"> <li>296th connection area was developed to 60 percent level but then required redesign based on township feedback including roadway and drainage design</li> </ul>	\$22,248.00
5	<b>Utility / Railroad Coordination</b> <ul style="list-style-type: none"> <li>Extentions of phase 1 utility coordination time</li> <li>Rock cut coordination with frontier</li> <li>Design revisions based on railroad comments</li> </ul>	\$18,108.00
6	<b>TH 56 Pavement Cores</b>	\$5,275.00
	<b>Table 1 - Scope Additions</b>	<b>\$122,065.00</b>



# Scope of Services

## Environmental Services:

29340 Felton Avenue, Randolph Township, Minnesota

September 16, 2022

### I. DESCRIPTION

---

KLJ proposes to conduct a Phase I Environmental Site Assessment (ESA), Phase II ESA, and an asbestos and regulated materials assessment for Dakota County at the residential property located at 29340 Felton Avenue, in Randolph, Minnesota (Dakota County Parcel ID 310100042020).

This Scope of Services outlines KLJ's professional services and associated cost. Modifications or additions or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be treated as "Changes in Scope of Services."

### II. PURPOSE

---

The purpose of the Phase I ESA is to evaluate the potential for on-site contamination from on-and off-site sources [i.e., Recognized Environmental Conditions (RECs)] and for potential landowner liability protections pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Based on the results of the Phase I ESA, a Phase II ESA may be necessary. A Phase II ESA is a subsurface investigation to determine if past uses of the property or surrounding area have resulted in soil, groundwater, or soil vapor impacts at the property. Lastly, the purpose of the asbestos and regulated waste assessment is to identify hazardous or regulated materials that will require special handling or management prior to or during building demolition.

### III. SERVICES TO BE PERFORMED

---

The proposed scope of services is outlined in the following sections.

#### A. Phase I Environmental Site Assessment

KLJ will conduct a Phase I ESA in accordance with ASTM E1527-13 and will issue a final report in accordance with ASTM guidance. The Phase I ESA will evaluate current and historical conditions at the subject property and surrounding vicinity that could present potential environmental concerns for the subject property. KLJ will coordinate with a third-party provider to obtain the following reports and information necessary for compliance with ASTM Standard E1527-13. The third part provider will provide the following information:

- Historical Aerial Photographs
- Historical Topographic Maps
- Certified Sanborn Maps
- City Directories
- Radius Map or Database Report

In addition, KLJ will perform the following:

- Perform a site reconnaissance to visually observe the subject property and adjoining properties from public right-of-way to identify environmental concerns.
- Gather photographs during the site reconnaissance, as necessary, which will be included in the final report.
- Review available published geological information, city/county records, and additional historical data readily available to KLJ.
- Interview site representatives and other persons familiar with the subject property

Upon completion of the site visit, KLJ will prepare a Phase I ESA report. The report will include any identified RECs, *de minimis* conditions, and any other environmental concerns for the subject property. The report will summarize KLJ's findings regarding the potential presence of on-site contamination at the subject property, and if requested, make recommendations for further testing and/or evaluation, via a Phase II ESA.

## B. Phase II Environmental Site Assessment

If results of the Phase I ESA identify potential environmental concerns with the subject property, KLJ will conduct a Phase II ESA to further evaluate the environmental concerns.

### 1. Soil Borings

KLJ will subcontract with a qualified drilling company to advance push probe soil borings at the site for soil, groundwater, and soil vapor sample collection. The soil boring activities will consist of the following:

- Complete a public and private utility locate prior to subsurface drilling activities
- Advance a total of four (4) soil borings to a depth of 25 feet below grade for soil and groundwater sample collection.
- Screen soils in 2 to 2.5-foot increments utilizing a photoionization detector (PID) equipped with a 10.6 electron volt (eV) lamp
- Record soil classification and other soil observations on soil boring logs
- Install temporary monitoring wells for the purpose of measuring groundwater levels and collecting samples.
- Advance one boring to a depth of 10 feet below grade for the collection of a soil vapor sample
- Seal borings per Minnesota Department of Health (MDH) regulations

## 2. Soil and Groundwater Sampling

KLJ will collect soil, groundwater, and soil vapor samples in compliance with Minnesota Pollution Control Agency (MPCA) guidelines. The samples will be analyzed under standard 5 to 7-day turnaround timeframe for the following parameters:

### Soil

Up to six soil samples will be collected and submitted for laboratory analysis of:

- Diesel Range Organics (DRO) by the Wisconsin Modified Method,
- Gasoline Range Organics (GRO) by the Wisconsin Modified Method,
- Volatile Organic Compounds (VOCs) by EPA Method 8260,
- Resource Conservation and Recovery Metals (RCRA Metals) by EPA Method 6010/7471,
- Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270

### Groundwater

Up to four groundwater samples will be collected and submitted for laboratory analysis of:

- DRO by the Wisconsin Modified Method,
- GRO by the Wisconsin Modified Method,
- VOCs by EPA Method 8260,
- RCRA Metals by EPA Method 6010/7471 (dissolved),
- PAHs by EPA Method 8270

### Soil Vapor

One soil vapor sample will be collected and submitted for laboratory analysis of:

- VOCs by TO-15 analysis method

## 3. Report Preparation

Following the field assessment and receipts of the laboratory analysis report, KLJ will prepare a final Phase II ESA report summarizing the results of the investigation. KLJ will provide one electronic copy and one hard copy (if requested) of the final written report to the client. The report will include:

- Scope of work
- Sampling methods and procedures
- Figures identifying boring and sample locations
- Investigation and analytical findings compared to regulatory criteria
- Conclusions and recommendations

## C. Asbestos and Regulated Materials Assessment

A pre-demolition asbestos and regulated materials assessment will be completed for the

residential structure and detached garage to identify asbestos containing materials (ACM) and other regulated materials that may require special management prior to or during demolition.

## 1. Data/Sample Collection

### Suspect Asbestos-Containing Materials Sampling

KLJ will assess all locations that are safely accessible to identify the presence of suspect ACM. Representative samples will be collected from each area that contains accessible suspect ACM in accordance with the U.S. Environmental Protection Agency (USEPA), MPCA, and MDH regulations. Samples of each suspect material will be collected, assessed for friability, and locations documented for inclusion in the final report.

### Suspect Lead-Based Paint Sampling

KLJ will conduct limited lead-based paint sampling from flaking or peeling paint surfaces on the exterior of the site structures. Representative samples will be collected to satisfy Minnesota Rule 7035.0805 subpart 5 and are not intended to satisfy Occupational Health and Safety Administration (OSHA) of Housing and Urban Development (HUD) testing requirements.

### Regulated Materials Inventory

KLJ will perform a room-by-room inventory of regulated materials at the property. This inventory will identify any materials that may require special handling or disposal prior to or during demolition. This inventory will also identify wells, septic systems, aboveground or underground storage tanks, and other environmental items of note.

## 2. Material Analysis

### Suspect Asbestos-Containing Materials

The bulk suspect ACM will be analyzed by a laboratory participating in the American Industrial Hygiene Associated (AIHA) Bulk Asbestos Quality Assurance Program, National Institute of Standards (NIST), and National Voluntary Laboratory Accreditation Program (NVLAP) in accordance with USEPA/MDH regulations. The samples will be analyzed by polarized light microscopy (PLM) to determine the types of asbestos present, as well as the percentage and identification of asbestos and other non-asbestos constituents.

### Suspect Lead-Based Paint

The suspect lead-based paint (LBP) samples will be analyzed by a laboratory participating in the AIHA Laboratory Accreditation Program (LAP) for Environmental Lead and participates in the Environmental Lead Laboratory Analysis Program (ELLAP) in accordance with MDH regulations. The samples will be analyzed by atomic absorption or atomic absorption spectrophotometry to determine the percent of lead by weight.

The collection of up to 60 suspect ACM samples and 3 suspect LBP samples have been assumed in the fee portion of this proposal. Additional samples beyond 60 suspect ACM samples or 3 suspect LBP

samples may need to be collected to perform a complete assessment of the site structures' in compliance with regulations therefore, additional ACM samples will be billed at a rate of \$8.00 per sample and suspect LBP samples will be billed at a rate of \$15.00 per sample for analysis purposes.

### 3. Report Preparation

Following the site assessment and receipts of the laboratory analysis report, KLJ will prepare a final Asbestos and Regulated Materials Assessment report summarizing the results of the assessment. KLJ will provide one electronic copy and one hard copy (if requested) of the final written report to the client. The report will include:

- Scope of work
- Sampling methods and procedures
- Figures identifying ACM or LBP samples
- List of regulated materials
- Investigation and analytical findings
- Identification and quantification of ACM or LBP identified
- Conclusions and recommendations

## IV. ASSUMPTIONS

---

KLJ will perform the above-described services under the following assumptions:

### A. Phase I Environmental Site Assessment

- Site access will be facilitated by Dakota County.

### B. Phase II Environmental Site Assessment

- Groundwater depth is assumed to be approximately 20 feet below grade.
- Site access will be facilitated by Dakota County.
- Soil, groundwater, and soil vapor samples will be analyzed under a standard turnaround timeframe. If additional sample collection is required, KLJ will receive authorization from Dakota County and additional work will be charged on a time and materials basis.

### C. Asbestos and Regulated Waste Assessment

- The property structures will be vacant at the time of the assessment and access will be provided by Dakota County
- Destructive sampling methods will be utilized during this asbestos survey and building damage (including roofing materials) will not be replaced or repaired.

- Asbestos sample analysis will be conducted under standard turn-round timeframe
- KLJ anticipates up to 60 suspect ACM samples and 3 suspect LBP samples will be collected for laboratory analysis. Additional samples will be billed at a rate of \$8 per suspect ACM sample and \$15 for suspect LBP samples for additional analysis.

## V. FEE ASSUMPTIONS

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The proposed fee for completion of this Phase I ESA, Phase II ESA, and the Asbestos and Regulated Materials Assessment is **\$21,100**. A breakdown of fees split by task are shown below:

A. Phase I Environmental Site Assessment	
Labor Total	\$2,950
Historical Database Total	\$350
<b>Phase I ESA Total</b>	<b>\$3,300</b>
B. Phase II Environmental Site Assessment	
Labor Total	\$6,650
Driller total (subcontractor)	\$2,650
Field Equipment (PID, filters, and ice)	\$200
Laboratory Total	\$3,100
<b>Phase II ESA Total</b>	<b>\$12,600</b>
C. Asbestos and Regulated Materials Assessment	
Labor Total	\$4,650
Shipping	\$25
Laboratory Total	\$525
<b>Asbestos and Regulated Materials Assessment Total</b>	<b>\$5,200</b>

## VI. DELIVERABLES

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All final reports will be provided to the client in electronic format (.pdf). A hard copy of the report can be provided upon request. Below is a list of all deliverables that will be provided by KLJ:

- Phase I ESA Report
- Phase II ESA Report
- Asbestos and Regulated Materials Assessment Report

## **VII. WORK EXCLUDED FROM THIS KLJ CONTRACT**

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- 1) Legal testimony.
- 2) Environmental Lien, Activity and Use Limitations (AULs), and Chain of Title searches are not included in this Scope of Services, as they are considered User responsibilities. However, if requested, Environmental Lien, AULs, and Chain of Title searches can be added to this Scope of Services for an additional cost.
- 3) Environmental services other than services described herein.
- 4) Asbestos, lead-based paint, or regulated materials specification preparation, removal, or management

Project 88-20

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 2022	2,145,200		2,145,200	2,145,200		2,145,200	-		-	2,145,200
2022 Budget	6,100,000	-	6,100,000	6,100,000	-	6,100,000	-	-	-	6,100,000
2023 Plan	-		-	-	-	-	-	-	-	-
2024 Plan	-		-	-	-	-	-	-	-	-
2025 Plan	-		-	-	-	-	-	-	-	-
2026 Plan	-		-	-	-	-	-	-	-	-
Current CIP Total	6,100,000	-	6,100,000	6,100,000	-	6,100,000	-	-	-	6,100,000
Costs Beyond Current CIP	-		-	-		-	-		-	-
Total	8,245,200	-	8,245,200	8,245,200	-	8,245,200	-	-	-	8,245,200





# Board of Commissioners

## Request for Board Action

Item Number: DC-1546

Agenda #: 12.3

Meeting Date: 12/13/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend Transportation Capital Improvement Program Budget For County Project 8-21, Wentworth Avenue (CSAH 8) Reconstruction From Delaware Avenue (CSAH 63) To Humboldt Avenue In City Of West St. Paul**

### PURPOSE/ACTION REQUESTED

Authorize to amend the 2022 Transportation Capital Improvement Program (CIP) for County Project (CP) 8-21 in the City of West St. Paul.

### SUMMARY

To provide a safe and efficient transportation system, Dakota County, in cooperation with the City, reconstructed County State Aid Highway (CSAH) 8 from CSAH 63 (Delaware Avenue) to Humboldt Avenue. The project included the reconstruction of the roadway, drainage improvements, and the installation of pedestrian accommodations. The project was constructed in 2019, with some minor work completed in the Spring of 2020.

The Construction contract with S.M. Hentges and Sons, Inc., was awarded in the amount of \$5,388,701, and the final contract amount was \$5,368,667. A contract dispute in the amount of \$650,000 remained unresolved until the Attorney's Office prevailed in a jury trial in May of 2022. Additional project costs were incurred, including attorney's office charges, expert witness reports and testimony, and legal document costs. These costs total \$120,000 above the adopted budget for the project.

In addition, there is one parcel acquisition remaining at an estimated cost of \$40,000.

A budget amendment is requested to account for this difference. The City of West St. Paul's share of project costs is capped at 25 percent.

### RECOMMENDATION

Staff recommends amending the 2022 Transportation CIP Adopted Budget for CP 8-21 to account for additional legal costs and right of way acquisition costs.

### EXPLANATION OF FISCAL/FTE IMPACTS

The total adopted budget for CP 8-21 is \$6,757,942. To account for additional legal costs and right of way costs, a budget amendment of \$160,000 is requested for a final project budget of \$6,917,942 (see Attachment: Financial Summary). The requested budget amendment would involve transferring funds from the Transportation Fund Balance.

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

**RESOLUTION**

WHEREAS, Dakota County and the City of West St. Paul are partnered on County Project (CP) 8-21 to reconstruct County State Aid Highway (CSAH) 8 in West St. Paul; and

WHEREAS, the construction contract was awarded to S.M. Hentges & Sons, Inc., in the amount of \$5,388,701, and the final contract amount was \$5,368,667; and

WHEREAS, a legal dispute resulted in additional project costs totaling \$120,000; and

WHEREAS, one parcel remains to be acquired at an additional remaining cost of \$40,000; and

WHEREAS, a budget amendment is requested to account for the remaining legal and right of way acquisition costs; and

WHEREAS, staff recommends amending the 2022 Transportation Capital Improvement Program Adopted Budget for CP 8-21 to account for additional legal costs and right of way acquisition costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2022 Transportation Capital Improvement Program Adopted budget as follows:

**Expense**

County Project 8-21	<u>\$160,000</u>
<b>Total Expense</b>	<b>\$160,000</b>

**Revenue**

City of West St. Paul	\$ 40,000
Transportation Fund Balance	<u>\$120,000</u>
<b>Total Revenue</b>	<b>\$160,000</b>

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

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**

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

**CONTACT**

Department Head: Erin Laberee

Author: Todd Howard

## Project 8-21

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 2022	6,757,942	-	6,757,942	3,470,887	-	3,470,887	3,287,055	-	3,287,055	6,757,942
2022 Budget	-	160,000	160,000	-	160,000	160,000	-	-	-	160,000
2023 Plan	-		-	-	-	-	-	-	-	-
2024 Plan	-		-	-	-	-	-	-	-	-
2025 Plan	-		-	-	-	-	-	-	-	-
2026 Plan	-		-	-	-	-	-	-	-	-
Current CIP Total	-	160,000	160,000	-	160,000	160,000	-	-	-	160,000
Costs Beyond Current CIP	-		-	-		-	-		-	-
Total	6,757,942	160,000	6,917,942	3,470,887	160,000	3,630,887	3,287,055	-	3,287,055	6,917,942



# Board of Commissioners

## Request for Board Action

Item Number: DC-1585

Agenda #: 12.4

Meeting Date: 12/13/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Agreement With Progressive Rail Incorporated For Railroad Crossing Improvements On CP 88-23 For Reconstruction Of CSAH 88 From CR 94 To TH 56 In City Of Randolph**

### PURPOSE/ACTION REQUESTED

Authorize execution of an agreement with Progressive Rail Incorporated for railroad crossing improvements on County Project (CP) 88-23 (Attachment: Project Map) in the City of Randolph (City).

### SUMMARY

To provide a safe and efficient transportation system throughout the County and the region, Dakota County and the City are partnering on CP 88-23 to reconstruct County State Aid Highway (CSAH) 88 from 850 feet west of County Road (CR) 94 (Cooper Path) to State Highway 56 in the City of Randolph. The project will improve safety and mobility on the roadway by adding turn lanes, sidewalks, trails, & drainage improvements. The City of Randolph is the lead agency for CP 88-23 construction is scheduled for summer 2023.

The Progressive Railroad crosses CSAH 88 about 950 feet east of County Road 83 (Dickman Avenue). The proposed roadway improvements require modification to the railroad crossing per Minnesota Department of Transportation Rail. The proposed crossing modifications will include new automatic gate crossing signals with LED light assemblies, hurricane gate arms, EZ gate arm lights, winds guards, signs, and bell. Progressive Rail Incorporated (Railroad) is the operating agency, and due to the associated work, a construction and maintenance agreement is required.

The Railroad provided a cost estimate (Attachment: Progressive Rail Estimate) of \$277,075 that includes all labor and materials to replace the crossing to meet the reconstructed typical section of CSAH 88. The County is responsible for all costs associated with the crossing replacement and will pay actuals at the time of construction. The Railroad will be responsible for the reconstruction of the crossing and has indicated this work will occur prior to and during the early stages of construction of CP 88-23. Progressive Rail Incorporated will maintain responsibility for the maintenance of the railroad crossing unless it is required due to a County action.

### RECOMMENDATION

Staff recommends Dakota County enter into an agreement with Progressive Rail Incorporated to define the project costs, construction, and maintenance responsibilities associated with reconstructing the existing railroad crossing on CSAH 88 in an amount of \$277,075.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The 2022 Transportation Capital Improvement Program (CIP) Adopted Budget includes \$1,411,300 for CP 88-23. The 2023 Draft Transportation CIP includes \$7,900,000 for construction (See Attachment: Financial Summary). Sufficient funds are available to enter into the construction and maintenance agreement.

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

**RESOLUTION**

WHEREAS, Dakota County (County) and the City of Randolph (City) are partnering on County Project (CP) 88-23; and

WHEREAS, the purpose of the project is to improve safety and operations; and

WHEREAS, to address the purpose of the project, the County is proposing to reconstruct County State Aid Highway (CSAH) 88 from County Road 94 to Trunk Highway 56 to include a three-lane highway and add turn lanes and sidewalks; and

WHEREAS, the City is the lead agency for CP 88-23 with construction scheduled to begin in summer 2023; and

WHEREAS, improvements to the existing railroad crossing are necessary to accommodate the reconstruction of CSAH 88; and

WHEREAS, the proposed improvements include new stop arms and a warning device system to accommodate the proposed three-lane section of CSAH 88; and

WHEREAS, Progressive Railroad Incorporated will complete the work prior to and in conjunction with the construction of CP 88-23; and

WHEREAS, the costs for the railroad crossing work, estimated at \$277,075, is the responsibility of the County for CP 88-23; and

WHEREAS, the 2022 Transportation Capital Improvement Program Adopted Budget includes sufficient funding for the railroad crossing costs; and

WHEREAS, staff recommends execution of an agreement with Progressive Rail Incorporated to reconstruct the crossing on CSAH 88.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an agreement with Progressive Rail Incorporated for the final design, materials, and construction of the CSAH 88 railroad crossing associated with CP 88-23, in the amount of the actual costs currently estimated at \$277,075, subject to approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

22-267; 06/21/22

**ATTACHMENTS**

Attachment: Location Map

Attachment: Financial Summary

Attachment: Progressive Rail Estimate

**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

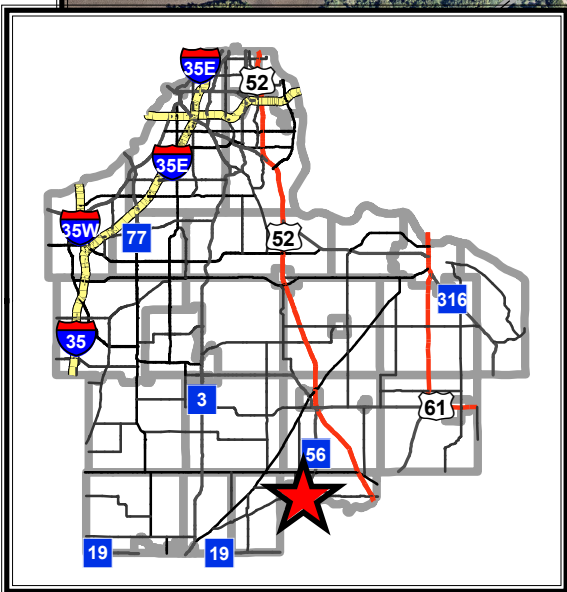
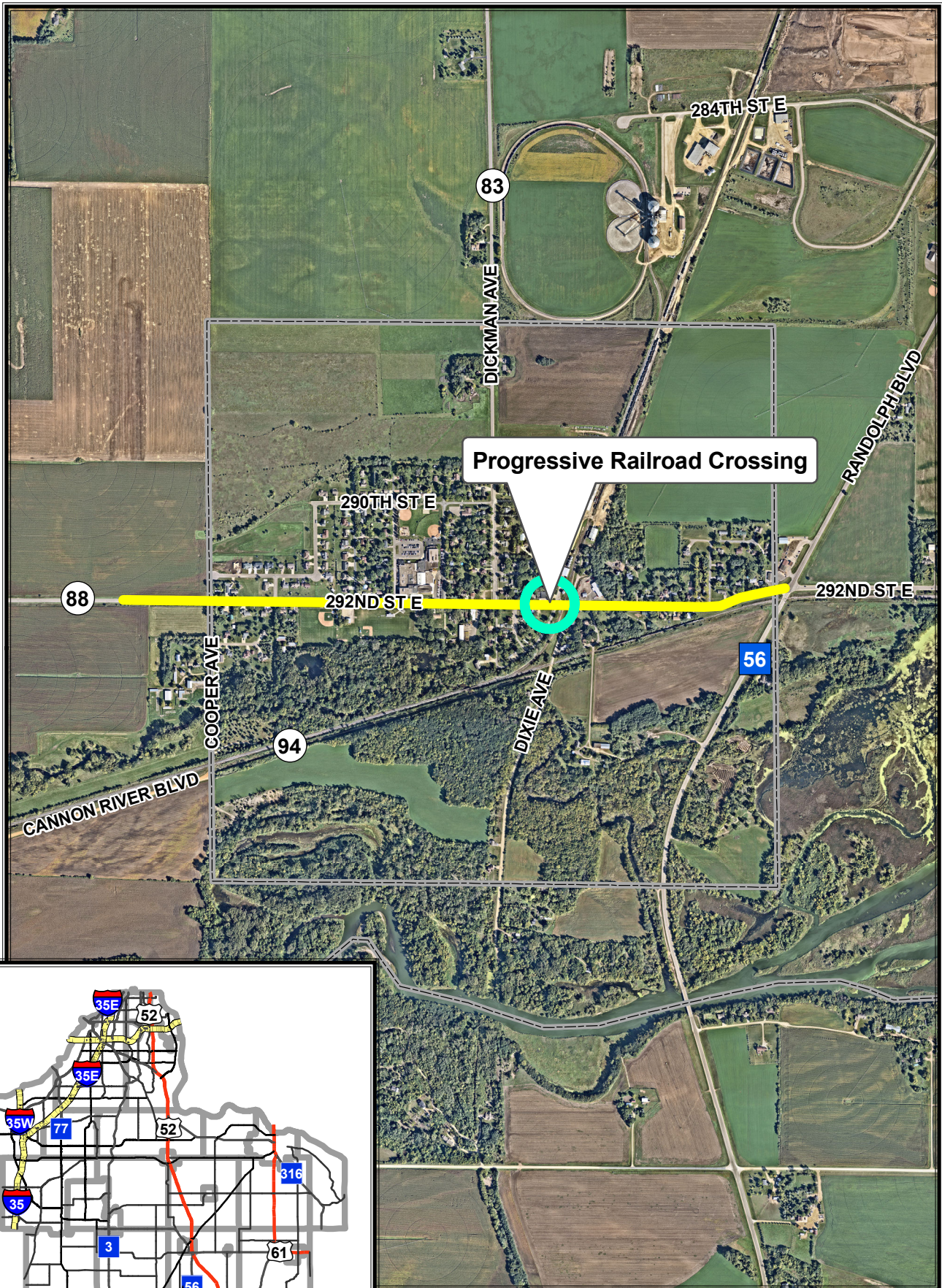
☐ N/A

**CONTACT**

Department Head: Erin Laberee

Author: Joe Connelly





## County Project 88-23



## Project 88-23

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 2022	40,000	-	40,000	40,000	-	40,000	-	-	-	40,000
2022 Budget	1,371,300	-	1,371,300	1,371,300	-	1,371,300	-	-	-	1,371,300
2023 Plan	7,900,000		7,900,000	7,900,000	-	7,900,000	-	-	-	7,900,000
2024 Plan	-		-	-	-	-	-	-	-	-
2025 Plan	-		-	-	-	-	-	-	-	-
2026 Plan	-		-	-	-	-	-	-	-	-
<i>Current CIP Total</i>	<i>9,271,300</i>	<i>-</i>	<i>9,271,300</i>	<i>9,271,300</i>	<i>-</i>	<i>9,271,300</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>9,271,300</i>
Costs Beyond Current CIP	-		-	-		-	-		-	-
<b>Total</b>	<b>9,311,300</b>	<b>-</b>	<b>9,311,300</b>	<b>9,311,300</b>	<b>-</b>	<b>9,311,300</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,311,300</b>

**PROGRESSIVE RAIL INCORPORATED****Detailed Crossing Signal Project Cost Estimate**

Install New crossing signal system w/ automatic gate signals and CW train detection. Two  
 Model S-60 Gate Mechs. Hurricane gate arms, EZ gate lights, 12" LED lights, sidelights, control house, XP-4 9 SI unit, AC/DC  
 island, Style B relays, crossing status indicator, crossing monitor, signal cable, conduits, AC meter service.  
**Central Signal, LLC**

ROAD NAME: **292nd Street East (CSAH 88)**

10/14/22

Project No.:

NEAREST CITY: Randolph

COUNTY: Dakota

STATE: Minnesota

RAILROAD: Progressive Rail, Inc.

RR MILEPOST: TC 0497.88

DOT/AAR NO.: 184 959N

MATERIAL ESTIMATE

See Attached

Total Material \$ 182,971

LABOR ESTIMATE

Field Installation

3 Signalmen @ 100 hours

11,000

Total Labor \$ 11,000

ADDITIVES

Lodging &amp; Personnel Expenses

\$180.00 per day

5,400

Contractor's Overhead

206.00% of Labor

22,660

Contractor's Profit

12.00% Fixed Fee

26,644

Total Additives \$ 54,704

EQUIPMENT RENTAL

Backhoe / Excavator

1 @ \$ 2400 per week

1 week 2,400

Total Equipment Rental \$ 2,400

SUBCONTRACTORS

Install Meter Service

1 @ \$5,000 each

5,000

Directional Boring

150 feet @ \$40 per foot

6,000

Traffic Control

2 Weeks

2,000

Remove Cantilever Foundations

2 Foundation removals

13,000

Total Subcontracts \$ 26,000

TOTAL ESTIMATED EXPENDITURE

Summary

Material

\$ 182,971

Labor

\$ 11,000

Additives

\$ 54,704

Equipment Rental

\$ 2,400

Subcontracts

\$ 26,000

**TOTAL PROJECT \$ 277,075**

# PROGRESSIVE RAIL INCORPORATED

## RAILROAD SIGNAL MATERIAL ESTIMATE

PROJECT DESCRIPTION: Install New crossing signal system w/ automatic gate signals and CW train detection. Two Model S-60 Gate Mechs. Hurricane gate arms, EZ gate lights, 12" LED lights, sidelights, control house, XP-4 9 SI unit, AC/DC island, Style B relays, crossing status indicator, crossing monitor, signal cable, conduits, AC meter service.

ROAD NAME: 292nd Street East (CSAH 88)

10/14/2022

NEAREST CITY: Randolph  
Becker Dakota  
Sherburne Minnesota

RAILROAD: Progressive Rail, Inc.  
RR MILEPOST: TC 0497.88  
DOT/AAR NO.: 184 959N

Page 2 of 2

No.	Description	Unit	Qty	Cost/Unit	Extended Cost
1	Bond, Railhead, 3/6" x 6-1/2"	Ea	60	6.10	366.00
2	Bootleg Kit, BN1HWBS	Ea	5	190.00	950.00
3	Cable, #6 Duplex TW	Ft	500	4.80	2,400.00
4	Cable, 3C#6, Okonite, Armored	Ft	100	12.00	1,200.00
5	Cable, 7C#14, Okonite Armored	Ft	400	7.30	2,920.00
6	Cable, 7C#6, Okonite, Armored	Ft	400	21.50	8,600.00
7	Dress Rock, Dresser 3/4 Chip	Lot	1	2,000.00	2,000.00
8	Fill Material	Lot	1	2,000.00	2,000.00
9	Foundation, Precast, Concrete, 60"	Ea	2	900.00	1,800.00
10	House, Control, Shop Wired (66HXP4-91ACDCB1R2G)	Ea	1	111,998.45	111,998.45
11	Indicator Light, Yellow 12" LED Arrow w/ mounting	Ea	1	600.00	600.00
12	Side Light Assy, 1 Way, 12" LED, Extension arm	Ea	2	2,800.82	5,601.64
13	Signal, Automatic Gate w/12" 2-Way LED Lights (S60M516JBB2WMWGXBEB2)	Ea	2	21,202.02	42,404.04
14	Termination, Track Rectifier, R-10	Ea	1	130.77	130.77
				<b>Total Materials</b>	<b>182,970.90</b>



# Board of Commissioners

## Request for Board Action

Item Number: DC-1614

Agenda #: 12.5

Meeting Date: 12/13/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Award And Execute Contract With Granite Ledge Electrical Contractors, Inc. For Construction Of County Project 38-58 Advanced Traffic Management System Along County State Aid Highway 38 In Cities Of Apple Valley And Burnsville**

### PURPOSE/ACTION REQUESTED

Award bid and authorize execution of contract with Granite Ledge Electrical Contractors, Inc. for County Project (CP) 38-58 in the City of Apple Valley and City of Burnsville (Cities).

### SUMMARY

To promote a safe and efficient transportation system, Dakota County, Minnesota Department of Transportation (MnDOT), City of Apple Valley, and City of Burnsville are partnering on CP 38-58. The project includes traffic signal revisions and fiber installation for traffic signal communication along County State Aid Highway (CSAH) 38 (McAndrews Road) from CSAH 5 to CSAH 31 (Pilot Knob Road) (see Attachment: Project Location Map).

County Project 38-58 includes the installation of approximately nine miles of fiber optic cable and revisions to 11 County traffic signal systems. The fiber installation is a collaborative effort between County Information Technology (IT) and Transportation staff.

The County is the lead agency for the project, with construction anticipated to begin Spring 2023 and final completion October 2023. The CSAH 38 corridor from CSAH 5 to CSAH 31 will be retimed using the Advance Traffic Management System (ATMS) upon construction completion.

By Resolution No. 22-034 (January 18, 2022), the County Board authorized execution of a joint powers agreement (JPA) with the Cities of Apple Valley and Burnsville to define costs and responsibilities for CP 38-58.

By Resolution No. 22-269 (June 21, 2022), the County Board authorized execution of Agreement No. 1050871 with MnDOT to allow MnDOT to accept federal aid funds in the estimated amount of \$370,825 on the County's behalf for County-furnished materials.

Five responsive bids were received and tabulated for CP 38-58 on Tuesday, November 1, 2022.

Bidder	Total Amount
Granite Ledge Electrical Contractors, Inc.	\$ 1,163,614.78

Collins Electrical Construction Co.	\$ 1,269,788.00
Killmer Electric Co., Inc.	\$ 1,317,926.40
Premier Electrical Corporation	\$ 1,490,457.23
Egan Company	\$ 1,495,299.10

The engineer's estimate for CP 38-58 is \$1,296,490.15. Staff reviewed the bids, and the lowest responsible bid is \$1,163,614.78 from Granite Ledge Electrical Contractors, Inc., which is 10.2 percent below the estimate. Two bids received were below the engineer's estimate, with the remaining three bids above. Staff has reviewed the bids and determined the bids competitive.

County Project 38-58 is a federal aid project, and MnDOT approval is necessary. MnDOT has determined the variance between the low bid and the engineer's estimate acceptable. MnDOT concurs with awarding the bid.

### RECOMMENDATION

Staff recommends awarding the bid to Granite Ledge Electrical Contractors, Inc.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2022 Transportation Capital Improvement Program Adopted Budget contains a total budget of \$2,100,000 for CP 38-58 (see Attachment: Financial Summary). County Project 38-58 will receive 80 percent federal funds up to \$1,440,000 through the Roadway System Management Program. The County and Cities will be responsible for the local share at a cost split of 55 percent County and 45 percent Cities in accordance with the 2040 Transportation Plan cost-share policy.

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

### RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County (County) is partnering with the Minnesota Department of Transportation (MnDOT), City of Apple Valley and City of Burnsville (Cities) on County Project (CP) 38-58; and

WHEREAS, CP 38-58 is an Advanced Traffic Management System (ATMS) project along County State Aid Highway (CSAH) 38 (McAndrews Road) from CSAH 5 to CSAH 31 (Pilot Knob Road) in the City; and

WHEREAS, the County is the lead agency for CP 38-58 with construction anticipated to begin Spring 2023; and

WHEREAS, the 2021 Transportation Capital Improvement Program (CIP) adopted budget contains \$2,100,000 for CP 38-58; and

WHEREAS, the project was advertised, and five bids were received and tabulated on Tuesday, November 1, 2022; and

WHEREAS, the bid from Granite Ledge Electrical Contractors, Inc. in the amount of \$1,163,614.78

was the lowest responsible bid received; and

WHEREAS, CP 38-58 is a federal aid project, and MnDOT approval is necessary; and

WHEREAS, MnDOT has determined the variance between the low bid and the engineer's estimate acceptable; and

WHEREAS, staff recommends awarding the bid to Granite Ledge Electrical Contractors, Inc; and

WHEREAS, MnDOT concurs with awarding the bid.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the bid to and authorizes the Physical Development Director to execute the contract with Granite Ledge Electrical Contractors, Inc. for County Project (CP) 38-58, in the amount of \$1,163,614.78 based on their low bid, subject to approval by the County Attorney's Office as to form.

### **PREVIOUS BOARD ACTION**

22-034; 01/18/22

22-269; 06/21/22

### **ATTACHMENTS**

Attachment: Project Location Map

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

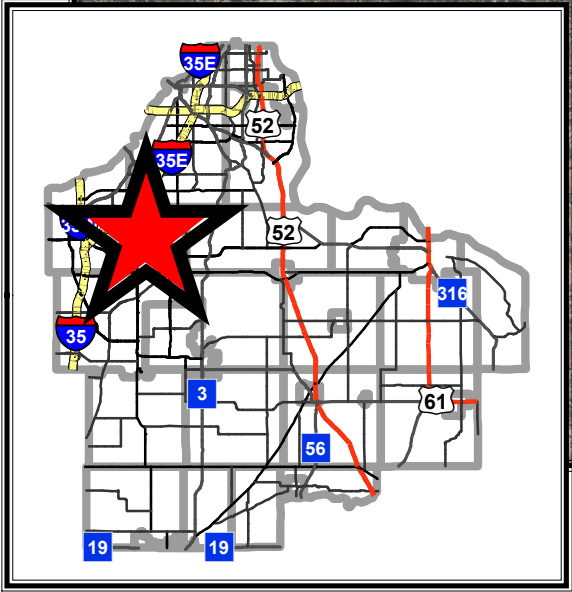
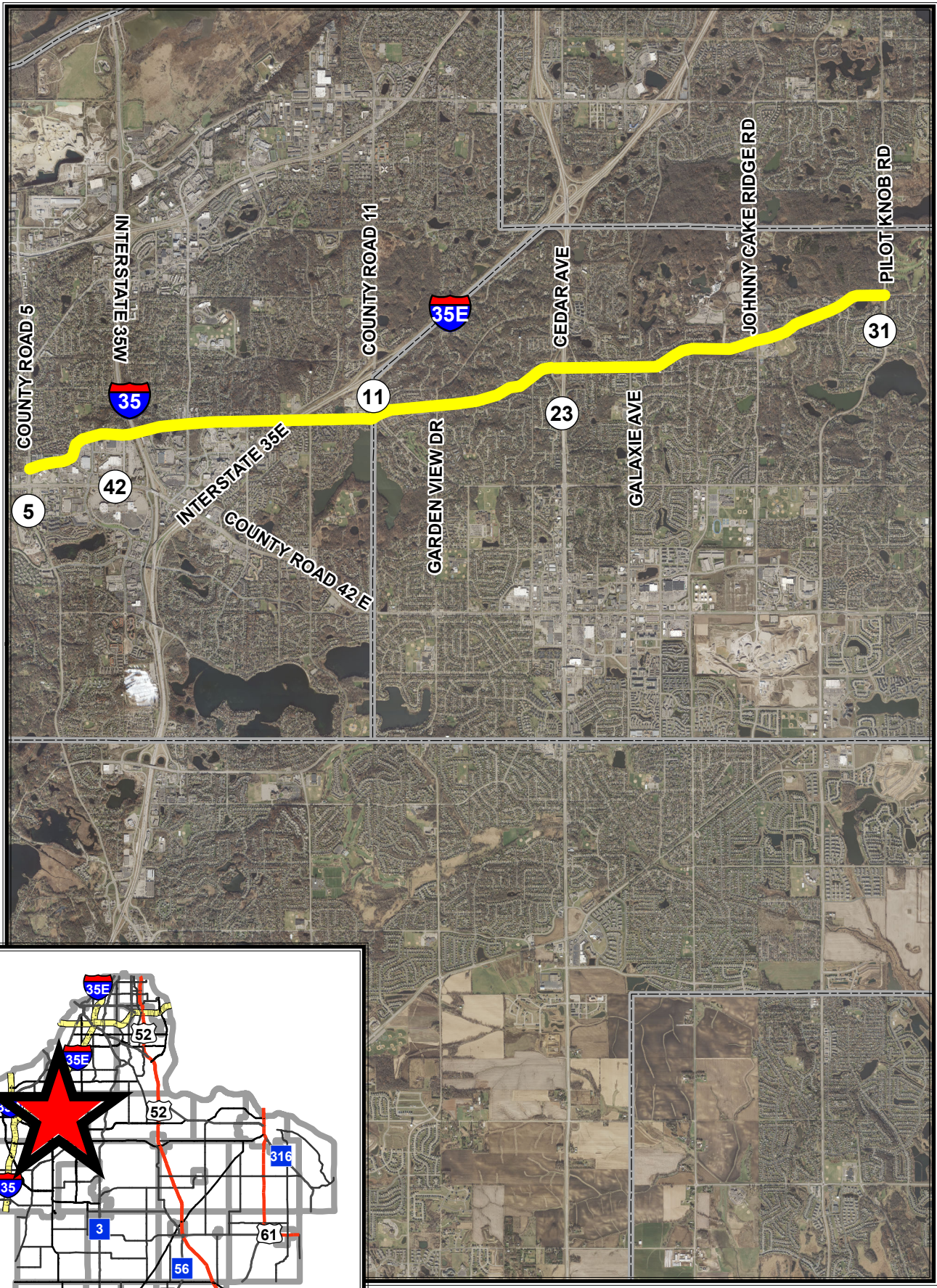
### **CONTACT**

Department Head: Erin Laberee

Author: Tom Bowlin



Prepared by Dakota County Physical Development Division



**County Project 38-58**  
**Advanced Traffic Management System**  
**ATMS**



County Project 38-58

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 2022	200,000	-	200,000	110,000	-	110,000	90,000	-	90,000	200,000
2022 Budget	1,900,000	-	1,900,000	298,000	-	298,000	1,602,000	-	1,602,000	1,900,000
2023 Plan	-	-	-	-	-	-	-	-	-	-
2024 Plan	-	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
Current CIP Total	1,900,000	-	1,900,000	298,000	-	298,000	1,602,000	-	1,602,000	1,900,000
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
Total	2,100,000	-	2,100,000	408,000	-	408,000	1,692,000	-	1,692,000	2,100,000





# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1599

**Agenda #:** 12.6

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Agreement With Minnesota Department Of Agriculture For Monitoring Wells On County-Owned Property And Delegation Of Authority For Future Agreements**

### **PURPOSE/ACTION REQUESTED**

Authorize to execute an agreement with the Minnesota Department of Agriculture for the installation of two groundwater monitoring wells located on County-owned property within the road right of way.

### **SUMMARY**

The Minnesota Department of Agriculture (MDA) is responsible for implementing the Groundwater Protection rule (Minnesota Rules 1573) to minimize sources of nitrate pollution to the state's groundwater and protect drinking water sources. Part 2 of the rule requires the MDA to respond to drinking water supply management areas (DWSMAs) with elevated nitrate and take action to reduce nitrate in groundwater before a public well exceeds the health standard of 10 milligrams per liter (mg/L).

The Hastings DWSMA has been designated as a mitigation level 2 DWSMA because nitrate in the public water supply wells has exceeded 8.0 mg/L at least once during the last 10 years. Therefore, the MDA is required to take action within the Hastings DWSMA to reduce nitrate in the groundwater. This includes developing a local groundwater monitoring well network to monitor nitrate in the shallow groundwater and working with local farmers to adopt practices that can reduce nitrate levels.

Installation of the shallow groundwater monitoring well network within the Hastings DWSMA is an important part of the implementation of the Groundwater Protection rule to determine if actions on the land are effectively reducing nitrate in the groundwater. It is also beneficial to Dakota County since the monitoring network within the Hastings DWSMA supports strategies identified in the recently adopted Dakota County Agricultural Chemical Reduction Effort (ACRE) Plan.

The MDA has currently identified two monitoring well locations on Dakota County-owned property (see Attachment: Proposed Monitoring Well Locations). The agreement grants permission to MDA to install the monitoring wells, take water samples and water levels, and conduct maintenance as needed. The MDA will be responsible for all associated costs of the well installation, monitoring, and sealing once no longer in use. The MDA will provide the County sampling results, which will assist with the implementation of ACRE.

### **RECOMMENDATION**

Staff recommends the County Board authorize the Environmental Resources Director to execute an agreement with the MDA for the installation of monitoring wells within the Hastings DWSMA on County-owned property, as well as any future MDA monitoring wells within the Hastings DWSMA that are required as part of the Groundwater Protection rule implementation and where there is no cost to the County.

**EXPLANATION OF FISCAL/FTE IMPACTS**

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

**RESOLUTION**

WHEREAS, the Minnesota Department of Agriculture (MDA) is responsible for implementing the Groundwater Protection rule (Minnesota Rules 1573) to minimize sources of nitrate pollution to the state's groundwater and protect drinking water sources; and

WHEREAS, Part 2 of the rule requires the MDA to respond to drinking water supply management areas (DWSMAs) with elevated nitrate and take action to reduce nitrate in groundwater before a public well exceeds the health standard of 10 milligrams per liter (mg/L); and

WHEREAS, the Hastings DWSMA has been designated as a mitigation level 2 DWSMA because nitrate in the public water supply wells has exceeded 8.0 mg/L at least once during the last 10 years; and

WHEREAS, the MDA is required to take action within the Hastings DWSMA to reduce nitrate in the groundwater, which includes developing a local groundwater monitoring well network to monitor nitrate in the shallow groundwater and work with local farmers to adopt practices that can reduce nitrate levels; and

WHEREAS, installation of the shallow groundwater monitoring well network within the Hastings DWSMA is an important part of the implementation of the Groundwater Protection rule to determine if actions on the land are effectively reducing nitrate in the groundwater; and

WHEREAS, the monitoring network is also beneficial to Dakota County since it supports strategies identified in the recently adopted Dakota County Agricultural Chemical Reduction Effort (ACRE) Plan; and

WHEREAS, the MDA identified two monitoring well locations on Dakota County-owned property; and

WHEREAS, the agreement grants permission to the MDA to install the monitoring wells, take water samples and water levels, and conduct maintenance as needed; and

WHEREAS, the MDA will be responsible for all associated costs of the well installation, monitoring, and sealing once no longer in use and will provide the County sampling results, which will assist with the implementation of ACRE.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute an agreement with the Minnesota Department of Agriculture for the installation of two monitoring wells on County-owned property; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute future necessary agreements with the Minnesota Department of Agriculture for the installation of monitoring wells on County-owned property for the purpose of implementing the Groundwater Protection rule where there is no associated cost to the County.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Proposed Monitoring Well Locations

**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**

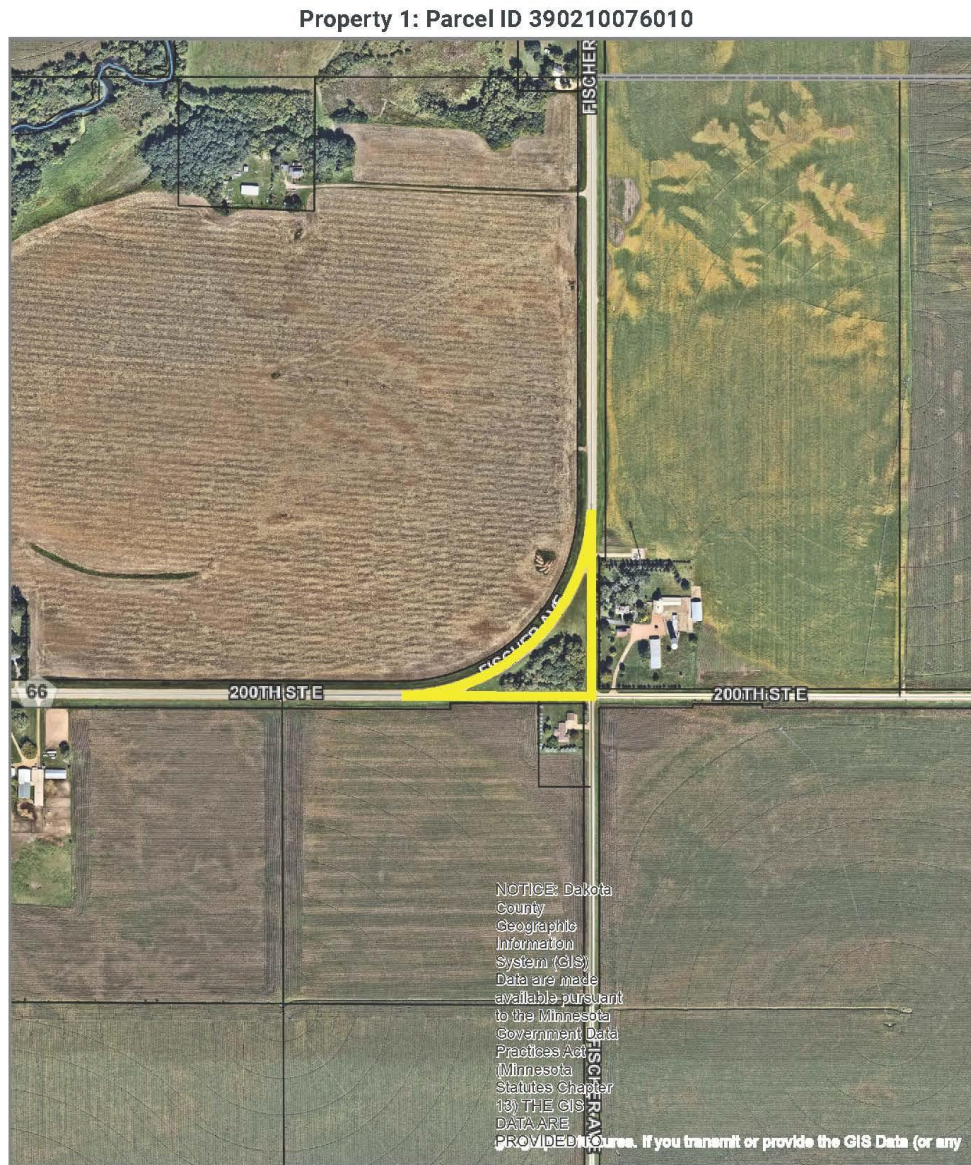
Department Head: Nikki Stewart

Author: Valerie Neppl

## Attachment: Proposed Monitoring Well Locations

Property 1 has Parcel ID: 39-02100-76-010, described as follows:

Triangular piece of the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 21, Township 114, Range 18, Dakota County, Minnesota.



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.  
This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

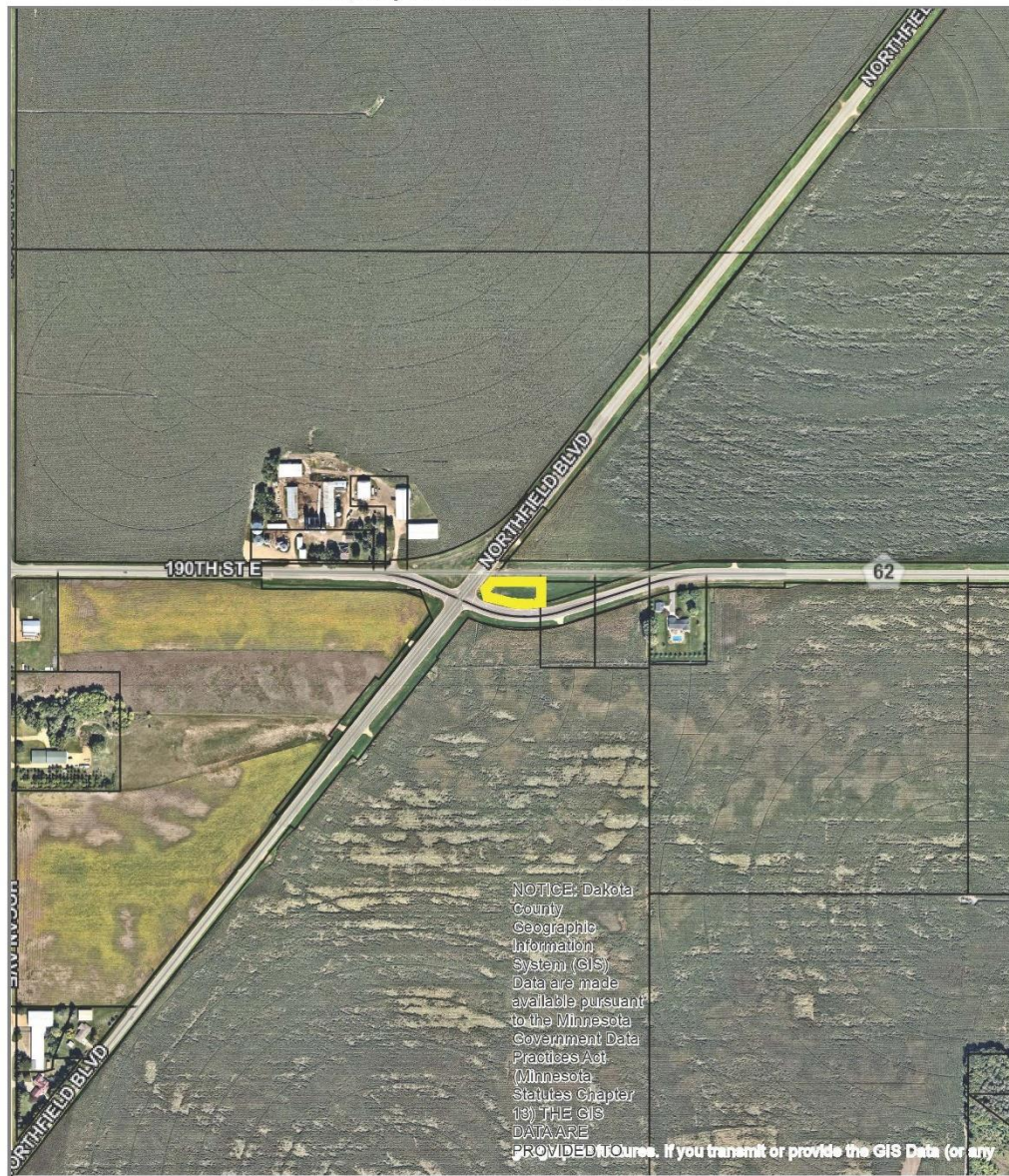
Map Scale  
**1 inch = 600 feet**  
10/25/2022



Property 2 has Parcel ID: 39-02400-25-014, described as follows:

Part of Northwest Quarter designated as Parcel 9B, Dakota County Right of Way Map Number 484, Section 24, Township 114, Range 18, Dakota County, Minnesota.

Property 2: Parcel ID 390240025014



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.  
This is not a legal document and should not be substituted for a title search, appraisal, survey, or  
for zoning verification.

Map Scale  
1 inch = 600 feet  
10/25/2022



# Board of Commissioners

## Request for Board Action

Item Number: DC-1606

Agenda #: 12.7

Meeting Date: 12/13/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Certification Of Property Assessed Clean Energy Charges For Energy Improvements On Properties In Cities Of South St. Paul And Burnsville**

### PURPOSE/ACTION REQUESTED

Certify Property Assessed Clean Energy (PACE) charges for energy improvement projects on the Hardman Properties, LLC, in South St. Paul and on the Rivoli Properties, Inc., of Burnsville.

### SUMMARY

By Resolution No. 17-144 (March 21, 2017), the Dakota County Board of Commissioners approved a joint powers agreement (JPA) with the Port Authority of the City of Saint Paul (Port Authority) for the implementation of the PACE program within Dakota County. Through the JPA, the Port Authority is responsible for implementing and administering the PACE program in Dakota County and providing financing for energy improvements to eligible applicants. The County provides for the impositions of special assessments pursuant to Minn. Stat. § 216C.435 and 216C.436 and Chapter 429 as needed in connection with that program. To facilitate and encourage the financing of energy improvements on the property so benefitted, the Port Authority has approved the application of and has requested PACE special assessments on the following properties in Dakota County:

Property Owner: Hardman Properties, LLC  
Parcel Number: 36-48841-02-010  
Assessment: \$420,000  
Interest Rate: 4.25%  
Finance Period: 20 years  
Accrual Date: 08/01/2023

Property Owner: Rivoli Properties, Inc.  
Parcel Number: 02-26102-01-010  
Assessment: \$122,000  
Interest Rate: 5.00%  
Finance Period: 20 years  
Accrual Date: 1/1/2023

After the imposition of special assessments, the County shall collect such assessments twice a year and remit them to the Port Authority for use in the repayment of the loan(s) or bond(s). The County

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

The special assessment shall be certified to the County Treasurer-Auditor and entered into the tax lists for the following year. The annual installment and interest shall be collected at the same time and in the same manner as real property taxes. The special assessment, with accruing interest, is a lien upon the benefited property until paid.

### RECOMMENDATION

Staff recommends authorizing the Dakota County Treasurer-Auditor to extend the proposed special assessments plus accruing interest on the properties set forth and listed above.

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

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

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

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

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

WHEREAS, the annual installment and interest shall be collected at the same time and in the same manner as real property taxes; and

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

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

authorizes the County Treasurer-Auditor to extend the proposed special assessment plus accruing interest on the properties set forth and listed below:

Property Owner: Hardman Properties, LLC  
Parcel Number: 36-48841-02-010  
Assessment: \$420,000  
Interest Rate: 4.25%  
Finance Period: 20 years  
Accrual Date: 08/01/2023

Property Owner: Rivoli Properties, Inc.  
Parcel Number: 02-26102-01-010  
Assessment: \$122,000  
Interest Rate: 5.00%  
Finance Period: 20 years  
Accrual Date: 1/1/2023

; and

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

#### **PREVIOUS BOARD ACTION**

17-144; 3/21/17

#### **ATTACHMENTS**

None.

#### **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 type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

#### **CONTACT**

Department Head: Nikki Stewart

Author: Nikki Stewart





# Board of Commissioners

## Request for Board Action

Item Number: DC-1612

Agenda #: 12.8

Meeting Date: 12/13/2022

**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Award Bid And Execute Contract With Kraft Mechanical, LLC. To Provide General Contractor Services For Law Enforcement Center Water Heater Replacements Project And Authorization To Amend 2022 Buildings Capital Improvement Program**

### PURPOSE/ACTION REQUESTED

Authorize award and execution of a contract with Kraft Mechanical, LLC. to provide general contractor services for the Law Enforcement Center (LEC) Water Heater Replacements project. Authorize a budget amendment to the 2022 Buildings Capital Improvement Program (CIP) to support increased scope.

### SUMMARY

The original water heaters were installed in 2007 and have reached the end of their useful life. These water heaters not only provide direct domestic water for the showers in the jail but also supply all the hot water to the laundry equipment.

This project is included on the list of projects that were approved by the County Board by Resolution No. 22-101 (March 8, 2022), to authorize award of design and construction to accomplish 2022 Buildings Capital Improvement projects. However, the scope of the project changed from the simple one-for-one replacement of the two existing water heaters to adding water storage which should increase the life of this critical system. The additional piping and water storage increase the construction cost, and a budget amendment is necessary for this project.

Base Bid A includes quantity three 400 MBH water heaters with water storage. Base Bid B includes quantity two 800 MBH water heaters with water storage.

A public bid was advertised on October 28, 2022. Three bids were received and opened on November 22, 2022. The bids received are as follows:

<u>Bidder</u>	<u>Base Bid A Amount</u>	<u>Base Bid B Amount</u>
Kraft Mechanical, LLC.	\$277,000	\$365,000
Modern Piping	\$279,900	\$357,300
Morcon Construction	\$352,074	\$420,745

Staff and Wold Architects and Engineers, the project design firm, recommend Base Bid A as the best value.

Staff and Wold Architects and Engineers, the project design firm, reviewed the bidder qualifications and found that Kraft Mechanical, LLC. has submitted the lowest responsive and responsible bid.

### RECOMMENDATION

Staff recommends the Base Bid A for the LEC Water Heater Replacement project be awarded to Kraft Mechanical, LLC. in an amount not to exceed \$277,000.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2022 Building CIP Adopted Budget for the Project includes a total project budget of \$100,000 (see Attachment: Financial Summary). A budget amendment is needed to move funding from the Prior Project Savings project to the LEC Water Heater Replacements project in order to account for the increased scope and construction costs of the water heaters replacement.

- |   |   |                                |
|---|---|--------------------------------|
| <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, the 2022 Building Capital Improvement Program (CIP) Adopted Budget authorized the Law Enforcement Center (LEC) Water Heater Replacements project; and

WHEREAS, bid documents and specifications were prepared by Wold Architects and Engineers and advertised on October 28, 2022; and

WHEREAS, three competitive bids were received on November 22, 2022; and

WHEREAS, Kraft Mechanical, LLC. has submitted a bid of \$277,000 for Base Bid A; and

WHEREAS, staff and Wold Architects and Engineers reviewed the qualifications of the bidder and recommend award to Kraft Mechanical, LLC. as the lowest responsive and responsible bidder, in an amount not to exceed \$277,000, for the LEC Water Heater Replacements project; and

WHEREAS, funding for the project is within the amended 2022 Building CIP Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract with Kraft Mechanical, LLC., 2415 Ventura Drive, Suite 100, Woodbury MN 55125 in an amount not to exceed \$277,000, for the Law Enforcement Center Water Heater Replacements project, subject to approval by the County Attorney's office as to form; and

BE IT FURTHER RESOLVED, That the 2022 Buildings Capital Improvement Program budget is hereby amended as follows:

#### Expense

Prior Project Savings (B70092)	(\$200,000)
Law Enforcement Center Water Heater Replacements Project (B20040)	<u>\$200,000</u>
<b>Total Expense</b>	<b>\$0</b>

#### Revenue

Prior Project Savings (B70092)	(\$200,000)
Law Enforcement Center Water Heater Replacements Project (B20040)	<u>\$200,000</u>
<b>Total Revenue</b>	<b>\$0</b>

**PREVIOUS BOARD ACTION**

22-101; 3/8/22

**ATTACHMENTS**

Attachment: Financial Summary

**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: Taud Hoopingarner

Author: Joe Lexa

**B20040 - Law Enforcement Center Water Heater Replacments**

	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
Year										
Prior to 2022	-	-	-	-	-	-	-	-	-	-
2022 Budget	100,000	200,000	300,000	100,000	200,000	300,000	-	-	-	300,000
2023 Plan	-		-	-	-	-	-	-	-	-
2024 Plan	-		-	-	-	-	-	-	-	-
2025 Plan	-		-	-	-	-	-	-	-	-
2026 Plan	-		-	-	-	-	-	-	-	-
Current CIP Total	100,000	200,000	300,000	100,000	200,000	300,000	-	-	-	300,000
Costs Beyond Current CIP	-		-	-		-	-		-	-
Total	100,000	200,000	300,000	100,000	200,000	300,000	-	-	-	300,000



# Board of Commissioners

## Request for Board Action

Item Number: DC-1615

Agenda #: 12.9

Meeting Date: 12/13/2022

**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract Amendment With SRF Consulting Group, Inc., For North Creek Greenway In Cities Of Lakeville And Farmington**

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract amendment with SRF Consulting Group, Inc., (SRF) for final design, right-of-way, and construction services for the North Creek Greenway in the cities of Lakeville and Farmington, Parks project P00146.

### SUMMARY

To promote a safe and efficient multi-modal transportation system, Dakota County is proceeding with the final design and construction of a 2.2-mile segment of the North Creek Greenway in Lakeville and Farmington, including new and reconstructed multi-use trail and two new trail bridges over North Creek and adjacent tributaries and wetlands see (Attachment: Location Map).

By Resolution No. 21-523 (November 2, 2021), the County Board authorized execution of a contract with SRF not to exceed \$260,350.25 for design services for the North Creek Greenway.

As final design has progressed, the project has evolved to include additional design elements not included in the original scope. The total cost of the additional design work is \$153,736.36 and includes:

- Additional final design tasks to incorporate changes to the original scope, including modified alignments and profiles to better meet trail design standards, improve road crossing safety, improve ADA compliance, improve constructability of bridge structures, and accommodate State Aid plan review comments (\$79,774.26)
- Additional project management and agency coordination hours for contract time extension of final design from May 2022 to March 2023 (\$21,927.56)
- Additional environmental documentation, wetland delineation, stormwater management engineering, and hydraulics evaluation design tasks to determine impacts to wetlands adjacent to North Creek and satisfy permitting requirements (\$28,624.54)
- Addition of right-of-way tasks to support acquisition of temporary easements necessary to satisfy Federal funding requirements (\$16,326.00)
- Subconsultant tasks for additional wetland delineations (\$7,084.00)

The Dakota County Transportation Department typically coordinates the advertisement, bidding, and

construction administration to complete Dakota County Parks federal aid projects. Transportation staff has determined that due to staffing levels and project load for 2023, consultant assistance is required for Parks to complete construction of this project. Staff requested SRF to include tasks for completing construction of this project in this amendment. The total cost of the additional construction services tasks is \$361,883.00 and includes:

- Full bid administration by consultant, including advertisement, bid opening, and construction contract award to meet Minnesota Department of Transportation State Aid and Federal Aid requirements (\$15,144.00)
- Construction administration, including construction staking, construction observation, as-builts, materials testing, contractor coordination, construction schedule communication, documentation to fulfill State Aid and Federal Aid requirements, and all associated expenses (\$346,739.00)

Staff requested SRF to include all out-of-scope tasks and negotiated an additional cost of \$515,619.36 to complete the final design and construction administration work, for a total amount not to exceed \$775,969.61 see (Attachment: Amendment Request).

## RECOMMENDATION

Staff recommends amending the contract with SRF for additional consultant design services and construction administration in an amount not to exceed \$775,969.61.

## EXPLANATION OF FISCAL/FTE IMPACTS

The 2022 adopted Parks Capital Improvement Program includes funding in the amount of \$3,280,000. There is sufficient funding for this design and construction services contract see (Attachment: Financial Summary).

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

## RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the North Creek Greenway in Lakeville and Farmington, Parks project P00146; and

WHEREAS, Parks project P00146 is the final design and construction of the North Creek Greenway from 173rd Street East in Lakeville and 189th Street East in Farmington; and

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

WHEREAS, by Resolution No. 21-523 (November 2, 2021), the County Board authorized a contract with SRF Consulting Services, Inc. (SRF) not to exceed \$260,350.25 for final design of the North Creek Greenway; and

WHEREAS, additional funding in the amount of \$515,619.36 is needed for SRF to complete the out-of-scope final design, right-of-way, and construction services work; and

WHEREAS, the 2022 Parks Capital Improvement Program has sufficient funds for the contract

amendment; and

WHEREAS, County staff recommends amending SRF's contract in an amount not to exceed \$775,696.61.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract amendment with SRF Consulting Services, Inc., in the amount not to exceed \$775,969.61 for design and construction services for the North Creek Greenway in Lakeville and Farmington, subject to approval by the County Attorney's Office as to form.

### **PREVIOUS BOARD ACTION**

21-523; 11/2/21

### **ATTACHMENTS**

Attachment: Location Map

Attachment: Amendment Request

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

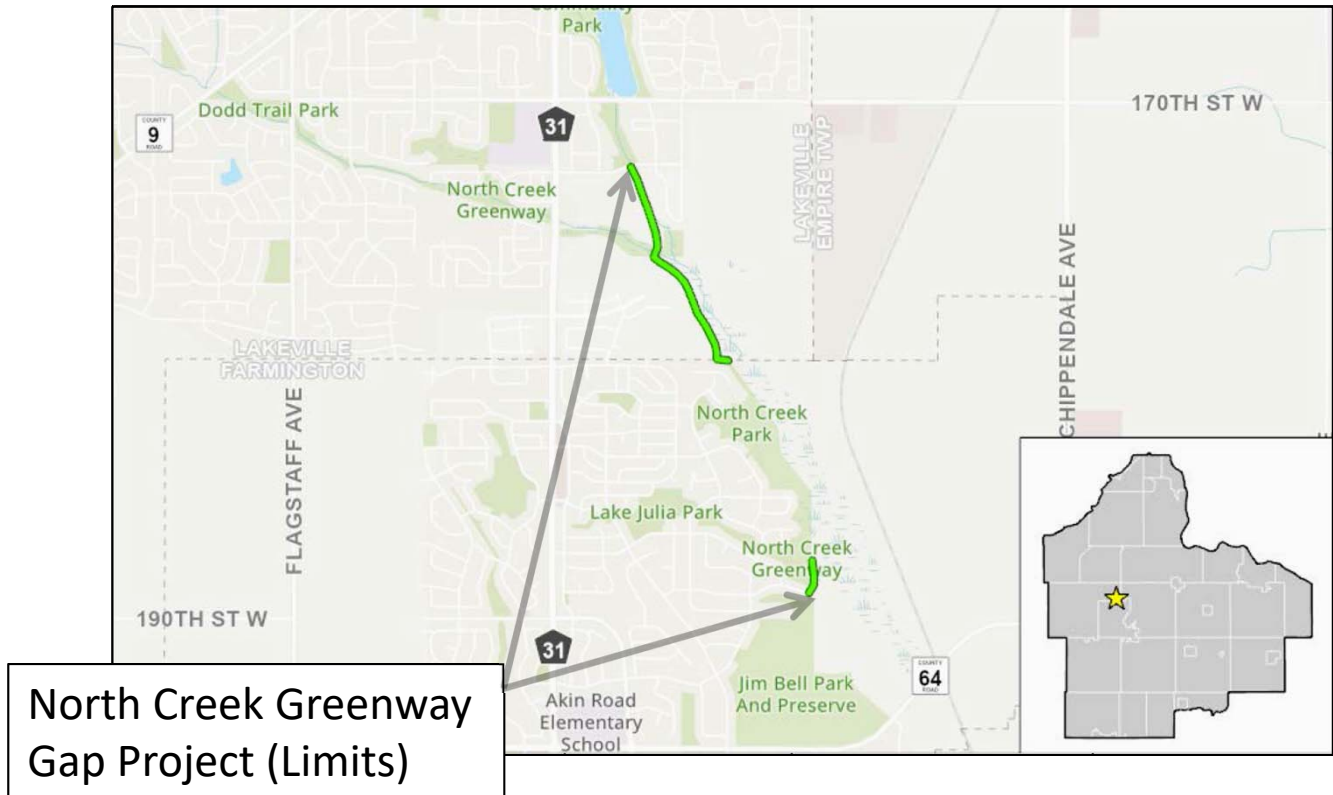
☐ Involve

☐ N/A

### **CONTACT**

Department Head: Niki Geisler

Author: Bryce LeBrun



## North Creek Greenway Gap Project

Lakeville & Farmington (2.2 miles)





13833.00

November 23, 2022

Bryce LeBrun  
Project Manager  
Dakota County Transportation  
14955 Galaxy Avenue  
Apple Valley, MN 55124

Subject: Amendment Number 1 Proposal for Professional Services for North Creek Greenway  
from 173<sup>rd</sup> Street in Lakeville to 189<sup>th</sup> Street in Farmington, Minnesota

Dear Bryce LeBrun:

This Amendment Number 1 (the “Amendment”) is issued under the Professional Services Agreement entered in November 23, 2021 by and between Dakota County and SRF Consulting Group, Inc.

### **Additional Services**

The Services to be performed by SRF under this Amendment (“Additional Services”) are set forth in Attachment B-1, attached hereto and incorporated into the Original Agreement.

### **Additional Costs**

The Services performed by SRF under this Amendment shall not exceed **\$515,619.36** including the project costs, subcontractor fees and reimbursable expenses (the “Amendment Maximum”) in accordance with the rates provided in the Fee Schedule Attached as Attachment B-1.

Notwithstanding any provision to the contrary, the total compensation payable to SRF for all services and expenses under this Agreement shall not exceed **\$775,969.61** (the “Contract Maximum”).

### **Standard Terms and Conditions**

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

[www.srfconsulting.com](http://www.srfconsulting.com)

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010  
Equal Employment Opportunity / Affirmative Action Employer

### Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is [cbblack@srfconsulting.com](mailto:cbblack@srfconsulting.com).

We appreciate your consideration of this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Casey Black, PE  
Senior Project Manager

CB/MC/aj



Matthew Cramer, PE  
Project Director - Structures

### Attachments:

- Attachment B-1, Additional Services

### Approved: Dakota County Transportation

(signature) \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

SRF Consulting Group, Inc.


Client: Dakota County

Project: North Creek Greenway from 173rd. Street to 189th Street

Subconsultants: Braun Intertec & KES

Work Tasks and Person-Hour Estimates

Attachment B-1, Additional Services



13833

TASK NO.	SUMMARY OF TASKS
1.0	Project Management
2.0	Public Involvement
3.0	Agency Coordination
4.0	Survey Data
5.0	Environmental Documentation
6.0	Utility Identification and Coordination
7.0	Stormwater Management and Hydraulics Evaluation
8.0	Geotechnical Evaluation and Design Elements
9.0	Right-of-Way Review
10.0	Final Design
11.0	Permits and Approvals
12.0	Construction Administration (Full Federal Aid)
13.0	Bid Administration

**Project Overview:**  
Dakota County, in coordination with the Cities of Lakeville and Farmington, is issuing this Request for Proposals (RFP) to consultants interested in providing final engineering design and related services for the North Creek Greenway multiuse paved trail segment from 173rd Street in Lakeville to 189th Street in Farmington (approximately 2.25 miles). The consultant contract will address the project’s final design details, including two planned bridges and one planned box culvert at water features and wetlands. The final design plans will also address trail amenities, nodes, landscaping, and other special features consistent with regional greenway design guidance. The County is separately seeking a STIP amendment and award year extension.

Amendment 01: Extends design contract time to March 2023. Addresses supplemental scope requested or authorized by Dakota County after the start of the original contract. Approves the addition of a new sub-consultant (KES) for supplemental wetland work. Includes full bid administration and Construction administration by SRF, with construction materials testing program to be administered by sub-consultant (Braun).

Schedule:

11/09/21	Notice to Proceed
12/15/21	Environmental Document
02/04/22	60% PS&E
Nov. 2022	90% PS&E (to State Aid)
Mar. 2023	Final PS&E for Federal Authorization
Apr. 2023 - Dec. 2024	Construction & Full Construction Administration

Funding:

\$480,000 (currently) federal grant (Regional Solicitation)

\$2.3 million total STIP (current), 2023 Const. Estimate is approx. \$3.6 million.


SRF Consulting Group, Inc.

Client: Dakota County

Project: North Creek Greenway from 173rd. Street to 189th Street

Subconsultants: Braun Intertec & KES

Work Tasks and Person-Hour Estimates



13833

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Project Management											
1.1	Additional meetings for Contract time extension from 7 mo. (Nov. 2021-May 2022) to 17 mo. (Nov. 2021-Mar. 23).	-	60	-	-	-	-	-	-	-	60	\$10,605.71
1.2	Additional project management duties for Contract time extension from 7 mo. (Nov. 2021-May 2022) to 17 mo. (Nov. 2021-Mar. 23).	-	53	-	-	-	-	-	-	-	53	\$9,385.71
1.3	Additional project management duties for coordination for additional sub-consultant (KES).	-	11	-	-	-	-	-	-	-	11	\$1,936.14
	SUBTOTAL - TASK 1	0	123	0	0	0	0	0	0	0	123	\$21,927.56
2.0	Public Involvement											
	SUBTOTAL - TASK 2	0	0	0	0	0	0	0	0	0	0	\$0.00
3.0	Agency Coordination											
3.1	Additional State Aid Coordination for STIP Modification and Program Year extension in addition to progress updates for prolonged design schedule due to additional environmental field work requirement. - NOTE: Hrs. included in mtgs. In Task 1	-	-	-	-	-	-	-	-	-	0	\$0.00
	SUBTOTAL - TASK 3	0	0	0	0	0	0	0	0	0	0	\$0.00
4.0	Survey Data											
	SUBTOTAL - TASK 4	0	0	0	0	0	0	0	0	0	0	\$0.00
5.0	Environmental Documentation											
	SUBTOTAL - TASK 5	0	0	0	0	0	0	0	0	57	57	\$6,853.31
6.0	Utility Identification and Coordination											
	SUBTOTAL - TASK 6	0	0	0	0	0	0	0	0	0	0	\$0.00


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7.0	Stormwater Management and Hydraulics Evaluation											
7.1	Scope Assumption: "XP-SWMM model is available and adequately detailed for floodplain analysis and local conveyance culvert design."  Added Scope: XPSWMM model was fine for floodplain analysis, but didn't have enough detail to work on the local conveyance culverts. SRF coordinated separately with Farmington to review/incorporate the City's floodplain study into XP-SWMM modeling efforts.	-	-	-	29	-	-	-	-	-	29	\$4,060.72
7.2	Additional permit coordination with DNR pre-application to discuss XP-SWMM vs. HEC-RAS modeling efforts and project coordination related to possible modeling impacts for SP 019-090-023 due to Lakeville's 179th Bridge preliminary design project with modeling downstream of Bridge R0911 by others.	-	-	-	12	-	-	-	-	-	12	\$1,733.48
7.3	Scope Assumption: "...ditch design, review of trail grades, and up to 5 culverts." 30% Design Study is basis of final design and no significant alignment/profile changes are needed.  Added Scope: SRF reviewed the trail grades and ditching needs with most/all of the alignment and profile revisions requested by staff. Final project has 11 culverts/crossings with the updated alignment, above the original assumption.	-	-	-	59	-	-	-	-	-	59	\$8,377.53
7.4	Additional work required for DNR coordination and parallel HEC-RAS modeling for DNR permit and FEMA no-rise certificate. DNR provided HEC-RAS model. City XP-SWMM could not be used for this effort.	-	-	-	54	-	-	-	-	-	54	\$7,599.50
	SUBTOTAL - TASK 7	0	0	0	153	0	0	0	0	0	153	\$21,771.23
8.0	Geotechnical Evaluation and Design Elements											
	SUBTOTAL - TASK 8	0	0	0	0	0	0	0	0	0	0	\$0.00


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Work Tasks and Person-Hour Estimates



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9.0	<b>Right-of-Way Review</b> <u>Assumptions:</u> - County requested Right-of-Way support in late summer 2022. County would complete tasks through appraisals. SRF scope includes offers, letters, negotiations, documentation, ROW Certification and MnDOT Audit to close ROW project needs. County will file and record acquisitions. (A separate scope is attached). Includes: - TE on 6 parcels (County acquisitions) - Record of Conservation Easement land swap - Inclusion of Outlot secured by City of Lakeville for easement to be conveyed to the County for use of the - Assumes 6 temprary easement only parcels and 1 permanant and temporary easement One mortgage cosent or subordination may be needed (fees not included in this proposal) County will record executed documents  <u>Client Deliverables:</u> - County will provide Appraisals, Review Appraisals, and Titles											
9.1	Negotiation and Direct Purchase Activites	-	-	-	115	-	-	-	-	-	115	\$16,326.00
	SUBTOTAL - TASK 9	0	0	0	115	0	0	0	0	0	115	\$16,326.00


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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
10.0	Final Design											
10.1	<b>Greenway &amp; Civil Design</b>  Scope Assumption: 30% Design Study by others is basis of design and no significant profile or alignment modifications are to be incorporated due to potential risk to Fed. Authorization required in June 2022 at start of consultant contract.  Request: With the Program Year extension to 2023, opportunities were available to improve/incorporate modifications to the 30% Design Study geometrics as design progressed. These were incorporated into the design at the request of the County between preliminary (early 2022) and 60% design (summer 2022).	-	-	-	536	-	-	-	-	-	536	\$76,148.51
10.1.1	Modified alignment and profile from Jim Bell Park to 189th Street to maintain at-grade crossing at 189th. Future condition with the planned extension of 189th and continuation of the greeway along north creek indicates this will be returned to the City as a local trail connection with a-grade crossing.											
10.1.2	Minor 189th improvements were incorporated for continued maintenance/snow removal. Includes extension of bituminous roadway, and watermain extension to improve conditions for the trail's at-grade crossing.											
10.1.3	Modified alignment and profile from Park to 189th Street to Bridge R0912 to improve ADA compliance, local trail connection and set up future North Creek Greenway to turn east and follow North Creek when 189th Street is extended.											
10.1.4	Modified alignment and profile at Bridge R0912 to shift the bridge away from the ROW line and Xcel easement. Xcel noted a 20' clearance for equipment (cranes) must be maintained from the existing transmission lines. Bridge shift allows the contractor to use cranes to drive pile, move forms, place concrete and set the truss.											
10.1.5	Modified alignment and profile near the following locations to eliminate ALL design exceptions and allow a 20 MPH trail facility. - STA. 111+00 - STA. 115+00 - STA. 118+50 (realignment increases residential buffer and supports construction access) - STA. 122+50 (realignment increases residential buffer and supports construction access) - various other locations along corridor											
10.1.6	30% Design Study recommended no reconstruction of trail east of Distad Park in Farmington. SRF prepared Alternate 1 as a cost estimate which considered full reconstruction of this section. Full reconstruction was adopted into the design in spring 2022.											
10.1.7	Concepts were prepared for future fish barrier maintenance access south of 173rd Street. The maintenance access was adopted into the plans in spring 2022 for future fish barrier installation and maintenance.											
10.1.8	30% Design Study recommended an at-grade crossing with RRFB at 173rd St. SRF prepared concepts for minor roadway reconstruction to consider a median refuge and curb bump-ins for improved pedestrain safety. Curb bump-ins were incorporated into the design in spring 2022.											




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10.1.9	Additional earthwork modeling and calculations for compensatory storage needs were conducted as alignment and profile modifications were adopted into the project.											
10.1.10	Re-stationing project from north to south (30% Design Study) to south-to-north as is standard for construction projects. Work was performed at the outset of design at the request of County Construction staff.											
10.2	<b>Greenway Amenities &amp; Nodes</b>											
10.2.1	Additional coordination meeting with County Natural Resources in May 2022. Resulted in plan, pay item and quantity updates to 60% plans.	-	4	-	-	-	-	-	-	-	4	\$625.75
10.3	<b>Bridge A - Northern Crossing Design</b>											
10.3.1	Modified 30% Design by others for Bridge R0911 profile modification after Bridge State Aid Mtg. to satisfy freeboard clearance requirements above design high-water.	-	-	-	-	12	-	-	-	-	12	\$1,500.00
10.4	<b>Bridge B - Southern Crossing Design</b>											
10.4.1	Modified 30% Design by others for Bridge R0912 profile modification after Bridge State Aid Mtg. to satisfy freeboard clearance requirements above design high-water.	-	-	-	-	12	-	-	-	-	12	\$1,500.00
	SUBTOTAL - TASK 10	0	4	0	536	24	0	0	0	0	563	\$79,774.26
11.0	<b>Permits and Approvals</b>											
	SUBTOTAL - TASK 11	0	0	0	0	0	0	0	0	0	0	\$0.00




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Work Tasks and Person-Hour Estimates



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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
12.0	<p><b>Construction Administration (Full Federal Aid)</b></p> <p><u>Assumptions:</u></p> <p>- <b><u>Original Contract includes:</u></b></p> <p><i>Task 12 (Now 13) will be reserved by the consultant engineer by budgeting an additional \$10,000 and representative hours for construction coordination activities, approval of shop drawings, preparation of change orders, supplemental instructions, and review of reports if such work is authorized by Dakota County. Dakota County and the Cities will assist as reasonable to help manage within the fixed budget if authorized.</i></p> <p>- <b><u>Original Contract Assumed:</u></b></p> <p><i>This contract will not include construction engineering services unless authorized through an amendment.</i></p> <p>- <b><u>Ammended Contract Will Include:</u></b></p> <p>Full consultant construction administration.</p> <p>- Construction begins June 2023. Substantial completion by Oct 2023. Final Completion by August 2024.</p> <p>- Construction Inspection to be provided on a full-time basis during active construction. It is anticipated to require 45 hours per week for 22 weeks.</p> <p>- Construction Administration to require 12 hours per week during active construction for 22 weeks.</p> <p>- Assumes bituminous and concrete plant inspections are by MnDOT.</p> <p>- Assumes bituminous verifications samples, and misc materials samples to be tested by MnDOT. Concrete, soils and aggregates to be tested by Braun Intertec.</p> <p>- See Braun Intertec's cost proposal for additional information on materials testing. SRF coordination of testing with Braun and MnDOT included in contract administration and construction observation tasks.</p> <p><u>Client Deliverables:</u></p> <p>- n/a</p>											


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12.1	<u>Construction Administration</u>	8	-	-	284	-	-	-	-	-	292	\$42,192.00
12.1.1	Regular communication with County Staff and other Stakeholders throughout the project.											
12.1.2	Ensure required submittals are distributed and reviewed within required time allowed. Including contractor compliance with wage and labor provisions.											
12.1.3	Attend preconstruction conference											
12.1.4	Perform weekly on-site review of project's work and status report to the County											
12.1.5	Coordinate and lead weekly progress meetings											
12.1.6	Prepare periodic pay request forms											
12.1.7	Prepare Change Orders and other written directives, if required. Complete price negotiations with construction contractor, and obtain MnDOT State Aid funding approval.											
12.1.8	Complete engineering field revisions as necessary to construct the project.											
12.1.9	Prepare letter of final review and acceptance.											
12.1.10	Approve shop drawings, material list reports, and all other information on material to be used for construction in accordance with the plans and specifications.											
12.1.11	Coordinate and anticipate utility conflicts, relocations, and adjustments and provide recommendation to the County.											
12.1.12	Communicate with adjacent property owners as needed during construction.											
12.2	<u>Construction Observation</u>	-	-	-	-	-	-	-	1,030	-	1,030	\$120,510.00
12.2.1	Perform observation and keep daily records of the construction activities of the Contractor and utility companies.											
12.2.2	Keep record of the quantities of each of the pay items used in the work. Periodically review the Contractor's progress.											
12.2.3	Perform field measurements for use in the measurement of quantities and preparation of record plans.											
12.2.4	Arrange for construction staking as required by the Contractor's progress.											
12.2.5	Upon substantial completion, prepare the "punch list."											
12.2.6	Perform and coordinate testing of materials in accordance with the MnDOT State Aid materials control schedule.											
12.2.7	Coordinate and review the testing of materials.											
12.2.8	Prepare the final inspection letter											
12.2.9	Conduct Warranty inspection.											
12.2.10	Provide pre-project documentation in digital, date stamped, and cataloged format showing detailed conditions of the existing corridor.											
12.2.11	Provide construction photo documentation in digital, date stamped, and cataloged format showing detailed conditions of the construction progress.											
12.2.12	Assist contractor with coordination of private utility relocations, as needed.											
12.2.13	Review and enforce daily traffic control inspection reports/devices for conformance with the MnMUTCD.											
12.2.14	Review erosion control devices and contractor erosion control inspection reports for conformance with the contract documents and MPCA.											
12.2.15	Review compliance with ADA and PROWAG requirements during construction of applicable facilities.											


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Work Tasks and Person-Hour Estimates



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12.3	Construction Staking	8	-	-	60	-	-	-	950	-	1,018	\$121,534.00
12.3.1	Survey Control											
12.3.2	Clear and grub											
12.3.3	Sawcuts											
12.3.4	Construction limits for silt fence											
12.3.5	Storm sewer pipe and structures											
12.3.6	Curb and gutter											
12.3.7	Grading states											
12.3.8	Blue Top aggregate base											
12.3.9	Bridge working points and elevation reference stakes											
12.3.10	Collect As-built data											
12.4	Final Inspection, Review and File Transfer	-	-	-	20	-	-	-	40	-	60	\$7,520.00
12.4.1	Conduct final review of the project.											
12.4.2	Prepare final letter of acceptability.											
12.4.3	Finalize documentation according to MnDOT State Aid rules.											
12.4.4	Electronic documentation access will be available through ProjectWise throughout project, if desired. Transfer final documentation via Client approved format, if alternate method desired.											
12.5	As-builts	-	-	-	8	-	-	-	40	-	48	\$5,816.00
12.5.1	Obtain record information from field representatives											
12.5.2	Prepare record drawings											
12.5.3	Submit copies of record drawings to the County via Client approved format											
SUBTOTAL - TASK 12		16	0	0	372	0	0	0	2,060	0	2,448	\$297,572.00


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13.0	<b>Bid Administration</b> <u>Assumptions:</u> - <b><u>Amended Contract Includes:</u></b> Full Bid Administration by consultant  <u>Client Deliverables:</u> - n/a											
13.1	Support during project bidding - Assume up to 1 addendum to be prepared and issued	-	4	4	6	6	-	-	-	-	20	\$3,070.00
13.2	Coordinate bid publication - Assumes QuestCDN	-	8	4	-	-	-	-	-	-	12	\$2,168.00
13.3	Participate in pre-bid meeting, respond to requests for information from prospective contractors	-	8	-	-	-	-	-	-	2	10	\$1,666.00
13.4	Lead bid opening and tabulate bids	-	8	8	-	-	-	-	-	4	20	\$3,396.00
13.5	Make award recommendation	-	8	4	-	-	-	-	-	-	12	\$2,168.00
13.6	MnDOT State Aid Coordination	-	8	4	-	4	-	-	-	-	16	\$2,676.00
	<u>SRF Deliverables:</u> - Bid Administration Services											
	<b>SUBTOTAL - TASK 13</b>	<b>0</b>	<b>44</b>	<b>24</b>	<b>6</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>90</b>	<b>\$15,144.00</b>


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	TOTAL ESTIMATED PERSON-HOURS	16	171	24	1,183	34	0	0	2,060	63	3,550	
	AVERAGE HOURLY BILLING RATE	\$233.00	\$178.00	\$186.00	\$142.00	\$127.00	\$118.00	\$113.00	\$117.00	\$121.00		
	ESTIMATED LABOR AND OVERHEAD	\$3,728.00	\$30,385.31	\$4,464.00	\$167,921.74	\$4,270.00	\$0.00	\$0.00	\$241,020.00	\$7,579.31		\$459,368.36
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$8,775.00
											SUBTOTAL: (SRF Labor and Expenses)	\$468,143.36
											SUBCONSULTANTS:	\$47,476.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											\$515,619.36

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:												
MILEAGE:	Personal Vehicles	15000	Miles @	\$0.585								\$8,775.00
MEALS:		0	Meals @	\$11.00								\$0.00
LODGING:	Hotel	0	Nights @	\$100.00								\$0.00
REPRODUCTION:	Copy Duplication	0	Copies @	\$0.10								\$0.00
	Color Copies	0	Copies @	\$0.35								\$0.00
	Bond Prints	0	Prints @	\$6.00								\$0.00
	Mylar Prints	0	Prints @	\$12.00								\$0.00
		0	Copies @	\$1.00								\$0.00
COURTHOUSE COPIES:												\$0.00
PRINTING:												\$0.00
SUPPLIES:												\$0.00
COMMUNICATIONS:	Mail, Express, Etc.											\$0.00
	Cell Phone Charges	0	Minutes @	\$0.30								\$0.00
											SRF EXPENSES:	\$8,775.00
SUBCONSULTANTS:												
	Kjolhaug Environmental Services Co., Inc (KES)											\$7,084.00
	- Supplemental Wetland Services											
	Braun Intertec											\$40,392.00
	- Construction Materials Testing											
											SUBCONSULTANTS:	\$47,476.00

## Project P00146 - NCGW - Lakeville/Farmington Segment

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 2022	300,000	-	300,000	300,000	-	300,000	-	-	-	300,000
2022 Budget	2,980,000	-	2,980,000	2,500,000	-	2,500,000	480,000	-	480,000	2,980,000
2023 Plan	-	-	-	-	-	-	-	-	-	-
2024 Plan	-	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
<i>Current CIP Total</i>	<i>2,980,000</i>	<i>-</i>	<i>2,980,000</i>	<i>2,500,000</i>	<i>-</i>	<i>2,500,000</i>	<i>480,000</i>	<i>-</i>	<i>480,000</i>	<i>2,980,000</i>
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>3,280,000</b>	<b>-</b>	<b>3,280,000</b>	<b>2,800,000</b>	<b>-</b>	<b>2,800,000</b>	<b>480,000</b>	<b>-</b>	<b>480,000</b>	<b>3,280,000</b>



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1617

**Agenda #:** 12.10

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Award Of Bid And Authorization To Execute Contract With Tech Logic Corporation For Automated Materials Handling System At South St. Paul Library**

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Tech Logic Corporation to provide the Automated Materials Handling (AMH) system for the South St. Paul Library. This project is included in the 2022 Building Capital Improvement Program (CIP) Adopted Budget.

### SUMMARY

The South St. Paul Library project is currently under construction. A key component of this new library is an AMH system to process returns from both the interior and exterior book drops. The new system will utilize seven bins and be expandable. It will allow multiple items to be returned by library customers and will separate stacked items for reading Radio Frequency Identification (RFID) tags and sorting into bins. The library design includes a purpose-built room for this machine to be housed.

Bid documents were prepared by staff with the professional design support of BKV Group. The project was formally advertised, and two competitive bids were received on November 8, 2022. Of the two bids received, only the bid from Tech Logic Corporation was responsive to the requirements of the bid documents. Critically, fire suppression on the AMH system itself was a requirement of the bid documents and for all new Dakota County Library AMH installations. The other bid received stated that a fire suppression system at the external book drop would not be provided and so was deemed non-responsive. The bid from Tech Logic Corporation included a bid bond and acknowledged the single Addendum. The responsive bid from Tech Logic Corporation was \$216,773.80.

### RECOMMENDATION

Staff recommends, after reviewing the qualifications of the low bidder, award to Tech Logic Corporation as the lowest responsive and responsible bidder in an amount not to exceed \$216,773.80.

### EXPLANATION OF FISCAL/FTE IMPACTS

The Adopted 2022 Building CIP Budget, as amended by Resolution No. 22-383 (September 6, 2022), includes a total of \$11,300,000 for the South St. Paul Library project (see Attachment: Financial Summary). This budget includes funding for the library's new AMH system. Sufficient funds are available for this contract.

- |  |  |   |
|--|--|---|
| <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 South St. Paul Library project is under construction now and was included in the 2022-2026 Building Capital Improvement Program (CIP) Adopted Budget; and

WHEREAS, bid document and specifications were prepared by County staff and BKV Group; and

WHEREAS, two competitive bids were received on November 8, 2022; and

WHEREAS, Tech Logic Corporation has submitted the only responsive bid of \$216,773.80; and

WHEREAS, staff has reviewed the qualifications of the bidder and recommends award to Tech Logic Corporation as the lowest responsive and responsible bidder in an amount not to exceed \$216,773.80 for the Automated Materials Handling equipment at the South St. Paul Library project; and

WHEREAS, sufficient funds are available within the Adopted 2022 Building CIP Budget for this project as amended by Resolution No. 22-383 (September 6, 2022).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract for the Automated Materials Handling equipment at the South St. Paul Library project to Tech Logic Corporation, 835 Hale Avenue North, Oakdale, MN 55128, in an amount not to exceed \$216,773.80, subject to approval by the County Attorney's office as to form.

**PREVIOUS BOARD ACTION**

22-383; 09/06/22

**ATTACHMENTS**

Attachment: Financial Summary

**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: Taud Hoopingarner

Author: Mike Wiese



## B30040- South St. Paul Library

Year	Expense Budget			Funding Sources Budget						Total Revised Project Funding	
	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		
Prior to 2022	-	-	-	-	-	-	-	-	-	-	
2022 Budget	11,300,000	-	11,300,000	-	-	-	11,300,000	-	11,300,000	11,300,000	*ARP Funding
2023 Plan	-		-	-	-	-	-	-	-	-	
2024 Plan	-		-	-	-	-	-	-	-	-	
2025 Plan	-		-	-	-	-	-	-	-	-	
2026 Plan	-		-	-	-	-	-	-	-	-	
Current CIP Total	11,300,000	-	11,300,000	-	-	-	11,300,000	-	11,300,000	11,300,000	
Costs Beyond Current CIP	-		-	-		-	-		-	-	
<b>Total</b>	<b>11,300,000</b>	<b>-</b>	<b>11,300,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,300,000</b>	<b>-</b>	<b>11,300,000</b>	<b>11,300,000</b>	



# Board of Commissioners

## Request for Board Action

Item Number: DC-1670

Agenda #: 12.11

Meeting Date: 12/13/2022

**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Lease Agreement Amendment With State Of Minnesota Department Of Administration On Behalf Of Minnesota Department Of Employment And Economic Development For Office Space At Northern Service Center**

### PURPOSE/ACTION REQUESTED

Authorize lease agreement amendment with Minnesota Department of Employment and Economic Development (DEED) for office space located at the Northern Service Center.

### SUMMARY

Space related to the Career Force Center is currently used by the following agencies at the Northern Service Center:

- DEED
- HIRED
- Avivo, formerly Resource Inc.

HIRED and Avivo are two private non-profit agencies that contract with Dakota County to provide employment and training services to persons eligible for the Workforce Investment Act, State and Federal dislocated worker programs and the Minnesota Family Investment Program in Dakota County. Because these two agencies coordinate service delivery with the County and State of Minnesota, these agencies have had office space in the Northern Service Center since 2007.

DEED has leased space in the Northern Service Center since 2002. Their most recent lease expires on December 31, 2022.

Staff recently completed negotiations with DEED for a one-year lease for the use of approximately 1,398 square feet of office space in the Northern Service Center through December 31, 2023 (see Attachment: Lease Amendment Draft). This lease has two automatic one-year extensions for 2024, and 2025 should both the County and DEED agree to the extensions.

The 2023 lease rates are \$23.12 per square foot annually, an increase of one and one-half percent over the 2022 rates. Each subsequent extension has a compounding one-and-one-half percent rate increase over the prior year. Rates are consistent with comparable County space.

### RECOMMENDATION

Staff recommends that the County Board authorize execution of the lease agreement amendment

with DEED for approximately 1,398 square feet of office space located in the Dakota County Northern Service Center in West St. Paul, Minnesota.

#### EXPLANATION OF FISCAL/FTE IMPACTS

The revenue from this lease is included in the 2023 County Manager's Recommended Budget. The increase for 2024 and 2025 will be included in future County Manager's Recommended Budgets. The rental income will cover the costs of cleaning, maintenance, phones/telecommunications, and utilities.

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

#### RESOLUTION

WHEREAS, the Dakota County Board of Commissioners must approve all leases and license agreements; and

WHEREAS, the State of Minnesota Department of Employment and Economic Development (DEED) uses space in the Northern Service Center to provide Workforce Center and related services; and

WHEREAS, DEED has used space in the Northern Service Center since 2002; and

WHEREAS, DEED desires to continue to use approximately 1,398 square feet of space in the Northern Service Center through December 31, 2023; and

WHEREAS, should DEED and the County agree to extension terms, the lease will automatically renew for 2024 and 2025; and

WHEREAS, staff from Facilities Management, the County Attorney's Office, and DEED have agreed to lease terms for the space use in accordance with the attached agreement; and

WHEREAS, the 2023 lease rates are \$23.12 per square foot annually, an increase of one and one-half percent over the 2022 rates; and

WHEREAS, each subsequent extension has a compounding one and one-half percent rate increase over the prior year; and

WHEREAS, rates are consistent with comparable County space; and

WHEREAS, the lease rates cover costs associated with the cleaning, maintenance, phones/telecommunications, and utilities within the space.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a Lease Agreement with the State of Minnesota Department of Employment and Economic Development for approximately 1,398 square feet of rentable office space located at the Northern Service Center in West St. Paul, Minnesota, substantially as presented, for the period from January 1, 2023, through December 31, 2023, including two possible one-year extensions, subject to approval of the County Attorney's Office

as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Draft Lease Agreement Amendment

**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: Taud Hoopingarner

Author: Mike Lexvold

## STATE OF MINNESOTA

## AMENDMENT OF LEASE

Amendment No. 3Lease No. 12230

THIS AMENDMENT No. 3 to Lease No. 12230 is made by and between Dakota County, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Employment and Economic Development.

WHEREAS, Landlord and Tenant entered into Lease No. 12230, dated August 2, 2018, as may subsequently be amended, involving the lease of approximately one thousand three hundred ninety eight (1,398) usable square feet of office space ("Leased Premises") in the building known as Dakota County Northern Service Center ("Building"), located at One Mendota Road West, West St. Paul, Minnesota 55118;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12230 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing January 1, 2023, and continuing through December 31, 2023 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.
2. **RENT**
  - 2.1 **Rent Payment** Tenant shall pay Landlord Rent for the Renewal Term in the sum of thirty two thousand three hundred twenty one and 76/100 dollars (\$32,321.76) payable in equal monthly payments of two thousand six hundred ninety three and 48/100 dollars (\$2,693.48), a gross annual rate of \$23.12 per usable square foot.
  - 2.2 **Rent Billing Address** Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Fiscal Management Division  
 Department of Employment and Economic Development  
 1<sup>st</sup> National Bank Building  
 332 Minnesota Street, Suite E200  
 St Paul MN 55101-1351

- 2.3 **Rent Payment Address** Tenant shall pay via electronic payment, mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

Dakota County Financial Services  
Department Accounts Receivable  
1590 Highway 55  
Hastings MN 55033

3. **OPTION TO RENEW**

- 4.1 Landlord grants and Tenant accepts the right to two (2) options to renew this Lease for a period of one (1) year each ("Option Period"), at the same terms and conditions as this Lease, and at the rental rates as set forth below in Sections 4.2.b and 4.3.b.

4.2 **Option One Period**

- a. Option One Period shall commence January 1, 2024 and continue through December 31, 2024 ("Option One Period"). To exercise Option One Period, Tenant will deliver to Landlord Notice of its intent in writing to exercise Option One Period no later than December 1, 2023.
- b. Tenant shall pay Landlord rent for the Option One Period in the sum of thirty two thousand eight hundred eleven and 12/100 dollars (\$32,811.12) payable in equal monthly payments of two thousand seven hundred thirty four and 26/100 dollars (\$2,734.26), a gross annual rate of \$23.47 per usable square foot.

4.3 **Option Two Period**

- a. Option Two Period shall commence January 1, 2025 and continue through December 31, 2025 ("Option Two Period"). To exercise Option Two Period, Tenant will deliver to Landlord Notice of its intent in writing to exercise Option Two Period no later than December 1, 2024.
- b. Tenant shall pay Landlord rent for the Option Period in the sum of thirty three thousand three hundred and 36/100 dollars (\$33,300.36) payable in equal monthly payments of two thousand seven hundred seventy five and 03/100 dollars (\$2,775.03), a gross annual rate of \$23.82 per usable square foot.

4. **HANDICAPPED PARKING** Landlord shall provide parking stalls in the Building's adjacent surface parking lot for persons with disabilities per applicable code.

5. **TENANT'S ALTERATIONS**

5.1 **Deletion** Section 11 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 5.2, 5.3 and 5.4.

5.2 **Replacement** In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall obtain Landlord's written approval for such Alterations and such Alterations shall be arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
  - (i) Alterations totaling \$4,999.99 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
  - (ii) Alterations totaling \$5,000.00 through \$9,999.99 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
  - (iii) Alterations of \$10,000.00 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

5.3 Upon completion of said Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

5.4 Tenant shall not make any alteration, addition, improvement, repair, or change to the Leased Premises without the prior written approval by the Landlord. Tenant shall submit all plans, drawings, and specifications prior to requesting approval from Landlord for any proposed alteration, addition, improvement, repair, or change.

6. **WATER DRINKING STATIONS** Landlord shall provide, at its expense, wall mounted filtered drinking station(s) with refillable jug-filler. Landlord shall also be responsible for filter replacement and maintenance and repairs for the drinking stations.

7. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or

email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

8. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

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**NO ATTACHMENTS**



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
DAKOTA COUNTY

*Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED BY COUNTY BOARD:

Resolution number \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

Account Code \_\_\_\_\_

Fund No. \_\_\_\_\_

Date \_\_\_\_\_



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1671

**Agenda #:** 12.12

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute License Agreement With Avivo For Office Space At Northern Service Center**

### PURPOSE/ACTION REQUESTED

Authorize execution of license agreement with Avivo for office space located at the Northern Service Center.

### SUMMARY

Space related to the Career Force Center is currently used by the following agencies at the Northern Service Center:

- The State of Minnesota Department of Employment and Economic Development (DEED)
- HIRED
- Avivo, formerly Resource Inc.

Avivo is one of the two private non-profit agencies that contract with Dakota County to provide employment and training services to persons eligible for the Workforce Investment Act, State and Federal dislocated worker programs and the Minnesota Family Investment Program (MFIP) in Dakota County. Since these two agencies coordinate service delivery with the County and State of Minnesota, these agencies require office space in the Northern Service Center.

Avivo has used space in the Northern Service center since 2007. The most recent agreement expires on December 31, 2022.

Staff recently completed negotiations with Avivo for a three-year license for the use of approximately 3,159 square feet of office space in the Northern Service Center through December 31, 2025 (see Attachment: License Draft). This license has two automatic one-year extensions should both the County and Avivo agree to the extensions.

The 2023 license rates are \$23.12 per square foot annually, with a one-and-one-half percent increase each year over the prior year. Rates are consistent with comparable County space.

### RECOMMENDATION

Staff recommends that the County Board authorize execution of the license agreement with Avivo for approximately 3,159 square feet of office space located in the Dakota County Northern Service Center in West St. Paul, Minnesota.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The revenue from this license is included in the 2023 County Manager's Recommended Budget. The increases for 2024 and beyond will be included in the 2024 County Manager's Recommended Budget. The rental income will cover the costs of cleaning, maintenance, phones/telecommunications, and utilities.

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

**RESOLUTION**

WHEREAS, the Dakota County Board of Commissioners must approve all leases and license agreements; and

WHEREAS, two private non-profit agencies (Avivo and HIRED) and the State of Minnesota Department of Employment and Economic Development use space in the Northern Service Center to provide Workforce Center and related services; and

WHEREAS, Avivo has used space in the Northern Service Center since 2007; and

WHEREAS, Avivo desires to use space and execute a license agreement to do so; and

WHEREAS, staff from Facilities Management, the County Attorney's Office, and Avivo have agreed to license terms for the space use in accordance with the attached agreement; and

WHEREAS, the 2023 license rates are \$23.12 per square foot annually with a one-and-one-half percent increase each year over the prior year, consistent with comparable County space; and

WHEREAS, the license rates cover costs associated with the cleaning, maintenance, phones/telecommunications, and utilities within the space.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a License Agreement with Avivo for approximately 3,159 rentable square feet of office space located at the Northern Service Center in West St. Paul, Minnesota, substantially as presented, for the period from January 1, 2023 through December 31, 2025, with the option of two one-year extensions, subject to approval of the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: License Agreement Draft

**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**

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

**CONTACT**

Department Head: Taud Hoopingarner

Author: Mike Lexvold

**Attachment: License Draft**

**AVIVO LICENSE TO USE COUNTY SPACE**

THIS LICENSE AGREEMENT is made by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Operations Management Department, 1590 Highway 55, Hastings, Minnesota 55033, hereinafter referred to as "COUNTY," and Avivo, 900 20<sup>th</sup> Ave. South, Minneapolis, 55404, hereinafter referred to as "OCCUPANT".

WITNESSETH: The COUNTY and the OCCUPANT, in consideration of the rents, covenants and consideration hereinafter specified, do hereby agree each with the other as follows:

1. The COUNTY grants and the OCCUPANT accepts a license, effective January 1, 2023, of the following described premises located in the City of West St. Paul, County of Dakota, Minnesota, identified in Attachment 1, to wit:
  - 1.1 Years One through Three: From January 1, 2023 through December 31, 2025: Approximately Three Thousand One Hundred Fifty-Nine (3,159) usable square feet of the office space on the first level of the Dakota County Northern Service Center located at 1 Mendota Road West, West St. Paul, Minnesota.
  - 1.2 Year Four: From January 1, 2026 through December 31, 2026: Approximately Three Thousand One Hundred Fifty-Nine (3,159) usable square feet of the office space on the first level of the Dakota County Northern Service Center located at 1 Mendota Road West, West St. Paul, Minnesota.
  - 1.3 Year Five: From January 1, 2027 through December 31, 2027: Approximately Three Thousand One Hundred Fifty-Nine (3,159) usable square feet of the office space on the first level of the Dakota County Northern Service Center located at 1 Mendota Road West, West St. Paul, Minnesota.
2. COUNTY represents and warrants that it is solely entitled to all rents payable under the terms of this License Agreement and that OCCUPANT shall have the quiet enjoyment of the licensed premises during the full term of this License Agreement and any extension or renewal thereof, according to the terms of this License Agreement.
3. TERM:
  - 3.1 The initial term of this license shall be from January 1, 2023, to December 31, 2025 as set forth in Section 1.1. of this License Agreement. If this License Agreement is not terminated during the initial term set forth in Section 1.1 of this License Agreement, then the license shall automatically extend as set forth in Sections 1.2 and 1.3 of this License Agreement. All provisions of this License Agreement shall remain in force and effect after the license is automatically extended, with no option to negotiate or renegotiate any new or existing terms or conditions. This extension merely continues the original license. Unless otherwise agreed to by the parties in a separate writing, the license shall terminate after the term set forth in Section 1.3 of this License Agreement.
4. TERMINATION:

This License Agreement may be terminated by either party by giving the other party (30) day written notice of intention to terminate. Such written notice of intention to terminate shall state the reason for termination. If the COUNTY terminates this License Agreement because it desires all or part of the licensed space for other purposes, COUNTY will make every reasonable effort to accommodate OCCUPANT in comparable space within the Dakota County Northern Service Center. For purposes of termination, all days are calendar days. Written Notice of Termination for cause or without cause shall be made by certified mail or personal delivery to the authorized representative of the other party. Notice is deemed effective upon delivery of the Notice of Termination to the address of the party as stated in Section 24.2. If the License Agreement is terminated without Cause, the License Agreement shall be terminated thirty (30) days after delivery of Notice of Termination.

This License Agreement shall automatically terminate upon the termination of all Workforce Contracts between Dakota County and Occupant.

5. RENT:

As rent for the above-described premises, and in consideration of all the covenants, representations and conditions of this License Agreement and according to its terms thereof, OCCUPANT agrees to pay to COUNTY rent at the following rates:

- 5.1. For the period January 1, 2023, through December 31, 2023, the sum of Seventy-Four Thousand One Hundred Twenty and 39/100 Dollars (\$74,120.39), payable in monthly installments of Six Thousand Eighty-Five and 42/100 Dollars (\$6,085.42). Amount equals \$23.12/square foot annually.
- 5.2. For the period January 1, 2024, through December 31, 2024, the sum of Seventy-Five Thousand Two Hundred Thirty-Two and 20/100 Dollars (\$75,232.20), payable in monthly installments of Six Thousand Two Hundred Sixty-Nine and 35/100 Dollars (\$6,269.35). Amount equals \$23.82/square foot annually.
- 5.3. For the period January 1, 2025, through December 31, 2025, the sum of Seventy-Six Thousand Three Hundred Sixty and 68/100 Dollars (\$76,360.68), payable in monthly installments of Six Thousand Three Hundred Sixty-Three and 39/100 Dollars (\$6,363.39). Amount equals \$24.17/square foot annually.
- 5.4. For the period January 1, 2026, through December 31, 2026, the sum of Seventy-Seven Thousand Five Hundred Six and 09/100 Dollars (\$77,506.09), payable in monthly installments of Six Thousand Four Hundred Fifty-Eight and 84/100 Dollars (\$6,458.84). Amount equals \$24.54/square foot annually.
- 5.5. For the period January 1, 2027, through December 31, 2027, the sum of Seventy-Eight Thousand Six Hundred Sixty-Eight and 68/100 Dollars (\$78,668.68), payable in monthly installments of Six Thousand Five Hundred Fifty-Five and 72/100 Dollars (\$6,555.72). Amount equals \$24.90/square foot annually.

6. OCCUPANT covenants that at the termination of this License Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the licensed premises to COUNTY in as good condition as when OCCUPANT took possession, ordinary wear and damage by the elements excepted. The premise shall be considered vacated only after all areas including storage areas are clear of OCCUPANT's belongings, and keys and other property furnished for OCCUPANT are returned to COUNTY. Alterations or fixtures attached to the licensed premises shall remain a part thereof and shall not be removed unless COUNTY elects to permit removal.
7. If the premises are destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the premises become untenable, the rent shall be abated from the time of such damage and the OCCUPANT shall have the option of terminating this License Agreement immediately or allowing the COUNTY such amount of time as the OCCUPANT deems reasonable to restore the damaged premises to tenantable condition.
8. COUNTY shall be responsible for all assessments upon the licensed premises.
9. DUTIES OF THE COUNTY:
  - 9.1 COUNTY shall provide adequate electrical outlets upon the licensed premises for normal office use.
  - 9.2 COUNTY shall provide the licensed premises with access to restroom facilities for both men and women. Such facilities shall be located with the building common areas accessible to the licensed space.
  - 9.3 Heating: COUNTY shall provide the licensed premises with heating facilities of a design capacity sufficient to maintain the licensed premises at a comfortable temperature under all but the most extreme weather conditions. Provided, however, that in the interest of energy conservation, and in keeping with the temperature standards established for state-owned buildings, the temperature should be maintained, wherever practicable, no higher than 65 degrees Fahrenheit in the coldest occupied area within the licensed premises.
  - 9.4 Cooling: COUNTY shall provide air-conditioning capable of cooling the licensed premises to a temperature of 15 degrees Fahrenheit cooler than the prevailing outside air temperature. In the interest of energy conservation, and in keeping with the temperature standards established for state-owned buildings, the temperature should be maintained, wherever practicable, no lower than 78 degrees Fahrenheit in the warmest occupied area within the licensed premises.
  - 9.5 In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that the COUNTY shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said services.
  - 9.6 COUNTY shall provide the premises with overhead lighting to provide sufficient foot candle power at desk level.

- 9.7 COUNTY shall provide, at its own expense, sufficient light, heat, and maintenance to the rental area and public access to the premises, including stairways, elevators, lobbies and hallways, so that such areas shall be safe and reasonably comfortable.
- 9.8 COUNTY shall endeavor to keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris, including the parking lot.
- 9.9 COUNTY shall provide the premises with a means or system of waste or trash disposal.
- 9.10 COUNTY shall make the licensed space available for use during the work week with the exception of recognized County holidays when the premises is closed for business.

10. DUTIES OF THE OCCUPANT:

- 10.1 OCCUPANT shall allow access to the premises by COUNTY or its authorized representatives at any reasonable time during the life of this License Agreement for any purpose within the scope of this License Agreement.
- 10.2 OCCUPANT shall not use the premises at any time for any purpose forbidden by law.
- 10.3 OCCUPANT shall not assign, sublet, or otherwise transfer OCCUPANT'S interest in this License Agreement without the prior written consent of COUNTY.
- 10.4 OCCUPANT shall follow all building and space access requirements as outlined by COUNTY as they relate to data privacy procedures and practices within and adjacent to assigned licensed premises.

11. INSURANCE:

- 11.1 Property Damage. It shall be the duty of COUNTY and OCCUPANT to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this License Agreement, COUNTY and OCCUPANT hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- 11.2 Liability. COUNTY and OCCUPANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The OCCUPANT agrees to acquire and maintain, at its sole expense, during the term of this License and any extension thereof, commercial general liability insurance with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch.466. COUNTY'S liability shall be governed by the provisions of Minnesota Statutes, Section 466.04, and other applicable law. The COUNTY agrees to acquire and maintain, at its sole



expense, commercial general liability insurance (or comparable coverage under a program of self-insurance), with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch.466.

- 11.3 Workers' Compensation. COUNTY and OCCUPANT shall be responsible for injuries to or death of its own employees and shall maintain workers' compensation coverage or self-insurance coverage for its own personnel.

12. MAINTENANCE AND REPAIRS:

12.1 It shall be the duty of the COUNTY to maintain at its own expense, in working condition, all appurtenances within the scope of this License Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

12.2 COUNTY shall, at its own expense, make such necessary repairs, so as to continue to provide all such service appurtenances as are required by this License Agreement, provided, however, that COUNTY shall not be responsible for repairs upon implements or articles which are the personal property of OCCUPANT, nor shall the COUNTY bear the expense of repairs to the licensed premises necessitated by damage caused by OCCUPANT beyond normal wear and tear.

13. JANITORIAL SERVICE: COUNTY shall provide janitorial services and supplies for cleaning of the licensed space, trash removal, and replacement of fluorescent bulbs, starters and ballasts, as needed.

14. UTILITIES: COUNTY shall bear the cost of heat, electricity, air conditioning, sewer and water services.

15. The COUNTY agrees that in exercising its management responsibilities of the licensed premises, including in particular the maintenance, repair, alterations and construction relating thereto, it shall fully comply with all applicable laws, rules, ordinances and regulations as issued by any political subdivision having jurisdiction and authority in connection with said property.

16. OCCUPANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air-conditioning or any other utility or service, whether such is furnished by COUNTY, or obtained and paid for by OCCUPANT.

17. The COUNTY agrees to provide and maintain the licensed premises with accessibility and facilities meeting code requirement for handicapped persons on the main and lower levels whenever possible.

18. EXPANSION SPACE:

In the event OCCUPANT licenses any additional space elsewhere in the building, the rent for said space shall be calculated at the finished office space rate per square foot per year that is in effect under this License Agreement at that time as provided in Section 1 of this License Agreement. COUNTY shall provide improvements to the expansion space comparable to the improvements provided to the space licensed under this License Agreement. An Amendment

shall be executed setting forth the amount of such expansion space, the effective date of OCCUPANT'S right of occupancy, and the amount of additional rent that shall be due and payable to COUNTY.

19. OCCUPANT INSTALLED PROPERTY:

Any equipment, trade fixtures or furniture installed by the OCCUPANT including but not limited to moveable partitions, shelving units, projection screens and audio-video equipment attached to the licensed premises by the OCCUPANT, shall remain the property of the OCCUPANT. OCCUPANT shall have the right to remove the above equipment or fixtures at the expiration or termination of this License Agreement or any extension thereof, even though said equipment or fixtures are attached to the licensed premises, provided that floor and wall surfaces are reasonably restored.

20. TELECOMMUNICATIONS:

COUNTY shall provide, at its expense, the following telecommunications requirements:

- a. Establish and identify the location of the minimum point of presence (MPOP) for dial tone service provided by the telephone company;
- b. Provide a telecommunications equipment area on the floor(s) of which the licensed premises is a part, including a minimum of one (1) separately fused dedication quad electric outlet;
- c. Provide all required cable from the MPOP to the telecommunications panel on the floor of which the licensed premises is a part for present and future requirements;
- d. Provide access for wiring from the telecommunications equipment area on each floor to each workstation location on the floor; and
- e. Identify the access to the building grounding electrode.

21. COUNTY shall provide OCCUPANT with fifteen (15) phone sets (both connections and phones) at a cost of \$25.00 per phone set per month. Occupant shall pay monthly phone invoice with regular rent invoices. Number of phones is subject to change throughout the license term relative to space occupied and rented.

22. LIAISON/NOTIFICATION:

- 22.1 To assist the parties in the day-to-day performance of this contract and to ensure compliance with the specifications and provide ongoing consultation, a liaison shall be designated by OCCUPANT and by COUNTY. The parties shall inform the other, in writing, of any change in the designated liaison. At the time of execution of this Contract, the following persons are the designated liaisons:

OCCUPANT Liaison: Julie Kizlik  
COUNTY Liaison: Michael Lexvold

Phone Number: 612-752-8630  
Phone Number: 651-438-8180

- 22.2 Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract:

To OCCUPANT:

Kelly Matter  
President and CEO  
Avivo (formerly RESOURCE)  
1900 Chicago Ave. South  
Minneapolis, MN 55404

To COUNTY:

W. Taud Hoopingarner  
Parks, Facilities & Fleet Director  
Dakota County Administration Center  
1590 Highway 55  
Hastings, MN 55033

A copy of any notification sent pursuant to this License Agreement shall be provided to the occupant of the licensed premises.

In addition, notification to the County regarding breach or termination shall be provided to the office of the County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

23. **USABLE SPACE MEASUREMENTS:**

It is understood by COUNTY and OCCUPANT that the rent schedule is based upon the number of usable square feet of space occupied by OCCUPANT. Usable square feet for purposes of the License Agreement and calculating rent shall be computed by measuring the inside finished surface of exterior walls to the inside finished surface of building corridor and other permanent walls or to the center of walls separating the licensed premises from other tenant space. If more than 50% of an exterior wall is glass, the dimension is taken from the glass line. Vertical shafts, elevators, stairwells, dock areas, mechanical rooms, and utility and janitor rooms are excluded. Restrooms, corridors, lobbies and receiving areas which are accessible to the general public or used in common with other tenants are also excluded. No deductions are made for columns, pilasters or other projections to the building if each is less than four (4) square feet.

24. **INTEGRATION:**

This license is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this License

IN WITNESS WHEREOF, the parties have by their duly authorized officers, executed this License Agreement in duplicate on the date indicated below, intending to be bound thereby.

OCCUPANT: AVIVO

COUNTY: COUNTY OF DAKOTA

(I REPRESENT AND WARRANT THAT I  
AM AUTHORIZED BY LAW TO  
EXECUTE THIS CONTRACT AND  
LEGALLY BIND OCCUPANT)

By \_\_\_\_\_  
Kelly Matter  
President and CEO

By \_\_\_\_\_  
W. Taud Hoopingarner  
Operations Management Director

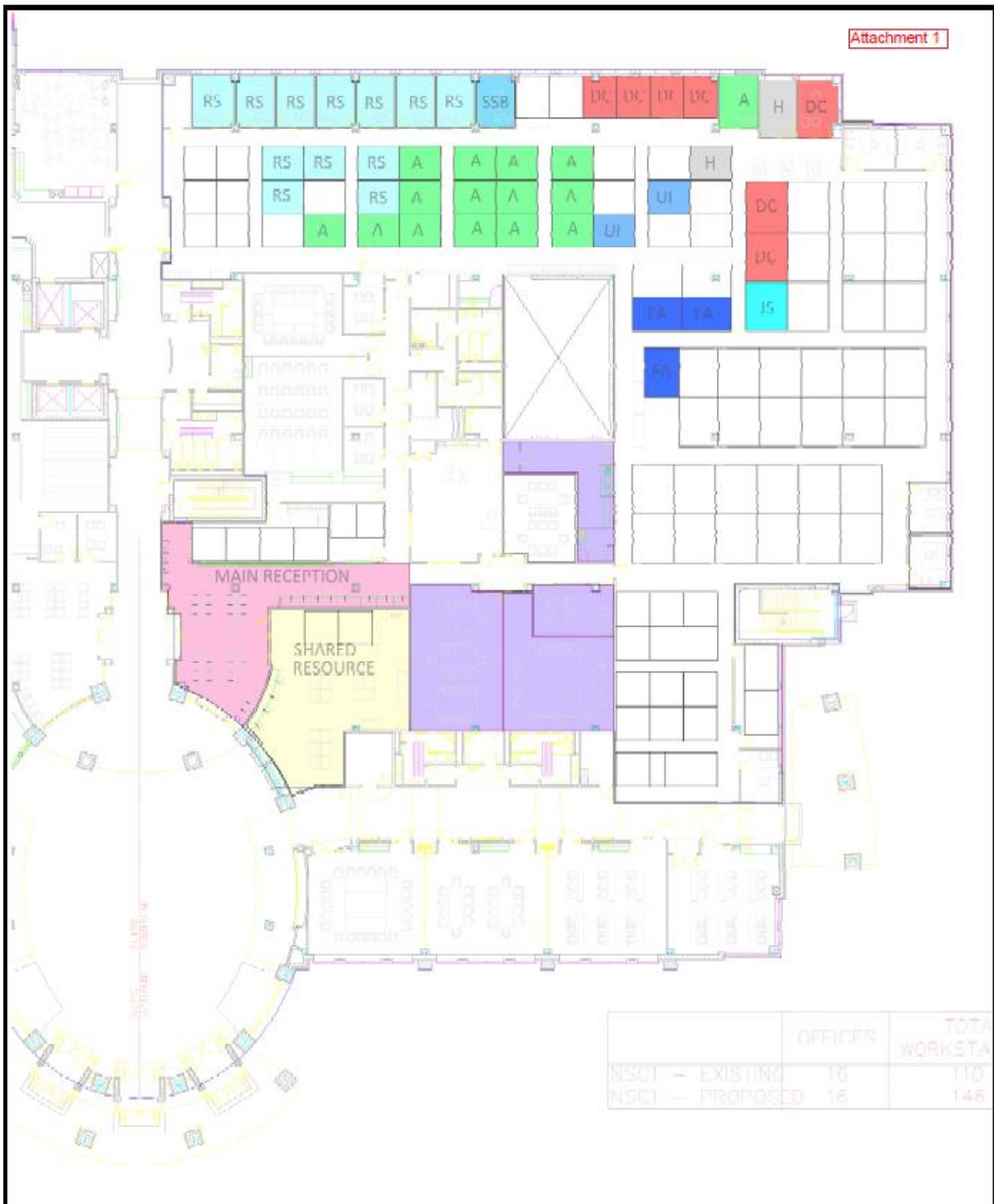
Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date

Approved by Dakota County Board  
Resolution No. \_\_\_\_\_

DRAFT





# Board of Commissioners

## Request for Board Action

Item Number: DC-1672

Agenda #: 12.13

Meeting Date: 12/13/2022

**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract With Quality Locksmith, Inc. For Door And Key Repair, Maintenance, And Installation Services**

### PURPOSE/ACTION REQUESTED

Authorize execution of a contract for door and key repair, maintenance, and installation services for Dakota County facilities.

### SUMMARY

Staff contracts for qualified locksmith services for a variety of door and key repair, maintenance, and installation services. Staff estimates that there will be approximately 400 hours of these services, \$60,000 of materials, and up to 104 trip charges necessary on an annual basis based upon a review of the past eleven years of expenses.

Staff solicited formal bids for a contract effective January 1, 2023, through December 31, 2023, with the option to extend for 2024 and 2025 for door and key repair, maintenance, and installation services to be provided at all County facilities, communication towers, parks facilities, and new facilities when constructed. There was only one bidder, Quality Locksmith, Inc.

### HOURLY COST COMPARISON and TOTAL COST ESTIMATE

Hourly Day Rate:	\$118
Hourly Evening/Weekend/Holiday Rate:	\$168
Trip Charge:	\$118
Material Markup:	30%
Annual Total Cost Estimate:	\$141,504

Staff has reviewed the past eleven years of County experience of the successful bidder and recommends approval of a contract based upon experience and the quality of previous work performed for the County.

### RECOMMENDATION

Staff recommends that a contract be awarded to Quality Locksmith, Inc. for these services countywide. Staff will continue to solicit separate quotations for clearly defined projects or repairs that are estimated to exceed \$5,000.

### EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding is included in the 2023 County Manager's Recommended Budget for doors, keys, and related services. It is anticipated similar amounts will be included in the County Manager's Recommended Budget in subsequent years.

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

## RESOLUTION

WHEREAS, staff contracts for qualified locksmith services for a variety of door and key repair, maintenance, and installation services; and

WHEREAS, staff estimates that there will be approximately 400 hours of these services, \$60,000 of materials, and up to 104 trip charges necessary on an annual basis based upon a review of the past eleven years of expenses; and

WHEREAS, pursuant to advertisement, one qualified bid for door and key repair, maintenance, and installation services for Dakota County facilities was received on October 6, 2022; and

WHEREAS, Quality Locksmith, Inc. submitted the lowest responsive and responsible bid at the following rates: labor charges of \$118.00 per hour (days), \$168.00 per hour (evenings), and \$168.00 per hour (weekends and holidays), an \$118.00 truck/trip charge, and a 30 percent markup on parts and materials; and

WHEREAS, these rates are approximately 30 percent higher than the previous contract; and

WHEREAS, the previous rates had not changed since 2017; and

WHEREAS, Quality Locksmith, Inc. has performed satisfactory services for the County since 2012; and

WHEREAS, sufficient funds for door and key repair, maintenance, and installation services are included in the 2023 Facilities Management Adopted Budget.

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract with Quality Locksmith, Inc. for door and key repair, maintenance, and installation services at various Dakota County buildings, for the period of January 1, 2023, through December 31, 2023, at an hourly labor rate of \$118.00 per hour (days), \$168.00 per hour (evenings), and \$168.00 per hour (weekends and holidays), an \$118.00 truck/trip charge, and a 30 percent markup on parts and materials, subject to available funding and approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute up to two contract amendments with Quality Locksmith, Inc. for door and key repair, maintenance, and installation services at various Dakota County buildings for 2024 and 2025 at an hourly labor rate of 118.00 per hour (days), \$168.00 per hour (evenings), and \$168.00 per hour (weekends and holidays), an \$118.00 truck/trip charge, and a 30 percent markup on parts and materials, subject to satisfactory work performance and available funding and approval by the County Attorney's Office as to form.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

None.

**BOARD GOALS**

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

**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: Taud Hoopingarner

Author: Mike Lexvold





# Board of Commissioners

## Request for Board Action

Item Number: DC-1711

Agenda #: 12.14

Meeting Date: 12/13/2022

**DEPARTMENT:** Parks, Facilities, and Fleet Management

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Accept Donation Of Easement From Flint Hills Resources Pine Bend LLC For Phase One Of Veterans Memorial Greenway In Cities Of Egan And Inver Grove Heights**

### PURPOSE/ACTION REQUESTED

Authorize to accept donation of necessary right of way for phase one of the Veterans Memorial Greenway (P00147) in the Cities of Inver Grove Heights and Egan.

### SUMMARY

To enrich lives by providing high-quality recreation and education opportunities in harmony with natural resource preservation and stewardship, Dakota County Parks is proceeding with the Veterans Memorial Greenway.

The Veterans Memorial Greenway (formerly Rich Valley Greenway) is a proposed regional trail and open-space corridor that will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County. The five-mile corridor stretches east and west within Egan and Inver Grove Heights, which follows the adopted Rich Valley Greenway master plan corridor. The Veterans Memorial Greenway will provide neighborhood access points connecting single-family residential neighborhoods, local park connections, and rural and undeveloped open space see (Attachment: Project Location). The memorials along the trail will be planned and constructed in partnership with Veterans groups.

The Veterans Memorial Greenway will present unique and exciting user opportunities to traverse over and under highways and across water bodies and railroads, coupled with views of unique and picturesque natural resource elements. Users will also have the chance to learn along the way about sacrifices veterans have made over the years.

A total of four parcels have been identified from which right of way will be acquired by the County. Appraisals were completed by Patchin Messner Valuation Counselors for all parcels. The total appraised value of these parcels is \$282,000. A first offer was made to Flint Hills Resources Pine Bend LLC in October. Flint Hills Resources has agreed to formally donate the identified right of way to the County for the Veterans Memorial Greenway, including necessary easement for an interpretive memorial.

### RECOMMENDATION

Staff recommends acceptance of the right of way necessary from Flint Hills Resources Pine Bend LLC for the Veterans Memorial Greenway.

**EXPLANATION OF FISCAL/FTE IMPACTS**

There will be no financial impact to Dakota County due to the four parcels being donated.

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

**RESOLUTION**

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

WHEREAS, the Veterans Memorial Greenway project is for preliminary and final engineering, railroad coordination, and public engagement services in the cities of Inver Grove Heights and Eagan; and

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

WHEREAS, the County utilized public engagement for this project, including public open houses, project websites, and project mailings; and

WHEREAS, right of way acquisition is needed to allow for construction to begin in 2023 as scheduled; and

WHEREAS, the acquisition of the following four parcels as identified in Dakota County Road Right of Way Map No. 501 by the County is necessary to move forward with the Project:

Parcel 1

Property Owner: Flint Hills Resources Pine Bend LLC Appraised Value: \$152,700

Parcel 2

Property Owner: Flint Hills Resources Pine Bend LLC Appraised Value: \$62,400

Parcel 3

Property Owner: Flint Hills Resources Pine Bend LLC Appraised Value: \$48,300

Parcel 4

Property Owner: Flint Hills Resources Pine Bend LLC Appraised Value: \$18,600

; and

WHEREAS; appraisals have been completed for four parcels by Patchin Messner Valuation Counselors for a total appraised value of \$282,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised value for the acquisition of the identified property interest from the four parcels for the Veterans Memorial Greenway and authorizes County staff, in its discretion, to share the appraisal data with the respective landowners, including all or portions of the completed parcels; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners approves

acceptance of the donation of the land associated with the four parcels for the Veterans Memorial Greenway at the approved appraised value; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the County Attorney's Office to negotiate on the properties identified; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners accepts the donation of right of way identified from Flint Hills Resources Pine Bend LLC.

**PREVIOUS BOARD ACTION**

20-430; 9/1/20

22-376; 9/6/22

**ATTACHMENTS**

Attachment: Project Location

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

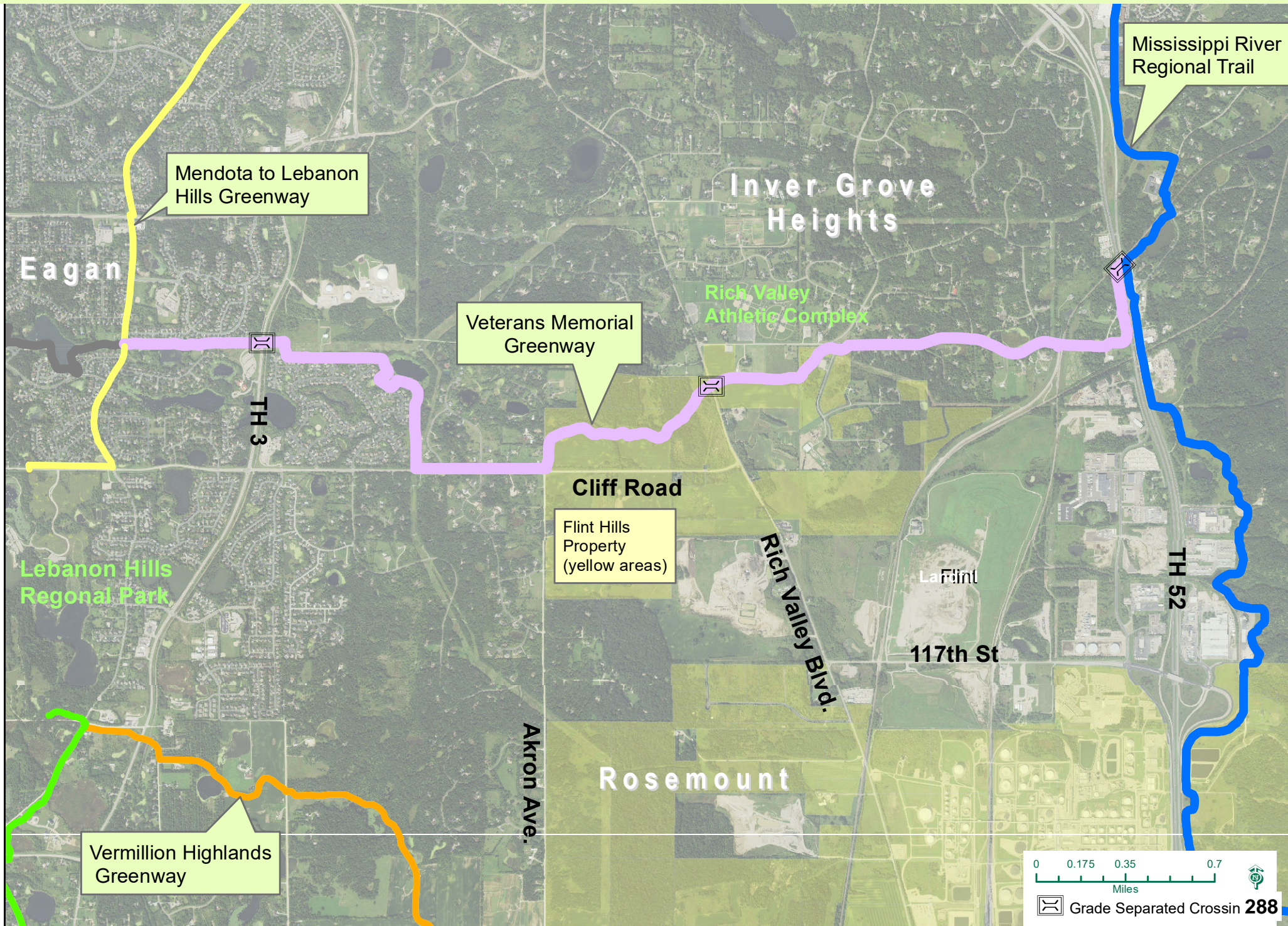
**CONTACT**

Department Head: Taud Hoopingarner

Author: Matthew Parent



# Veterans Memorial Greenway - Dakota County





## Project P00147 - Veterans Memorial Greenway

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 2022	10,000,000	-	10,000,000	5,000,000	-	5,000,000	5,000,000	-	5,000,000	10,000,000
2022 Budget	7,400,000	-	7,400,000	7,400,000	-	7,400,000	-	-	-	7,400,000
2023 Plan	-	-	-	-	-	-	-	-	-	-
2024 Plan	-	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
Current CIP Total	7,400,000	-	7,400,000	7,400,000	-	7,400,000	-	-	-	7,400,000
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
Total	17,400,000	-	17,400,000	12,400,000	-	12,400,000	5,000,000	-	5,000,000	17,400,000



# Board of Commissioners

## Request for Board Action

Item Number: DC-1679

Agenda #: 13.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Sheriff

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Appoint Dan Bianconi As Chief Deputy Sheriff**

### PURPOSE/ACTION REQUESTED

Authorize the appointment of Dan Bianconi as Chief Deputy Sheriff.

### SUMMARY

In 2022, Dakota County Sheriff Tim Leslie announced his intention not to seek re-election for the position of Sheriff.

Joseph Leko ran for the position and, on November 8, 2022, was elected Dakota County Sheriff, effective January 1, 2023.

Minn. Stat. § 387.145 provides that the Sheriff of any county may appoint a Chief Deputy or first Assistant with the approval of the County Board.

With the approval of the Board of Commissioners, Sheriff-Elect Leko wishes to appoint Dan Bianconi, effective January 1, 2023, to the vacancy in the Chief Deputy position created by his election to Sheriff.

Since being hired in 2001, Dan has held many duties and ranks. In 2009, he was promoted to sergeant, where he spent time in patrol, investigations, and as commander of the Drug Task Force. In 2014, he was promoted to captain with assignments in patrol, investigations, detention services, and administration. He holds a Master's Degree in Criminal Justice Leadership from Concordia University and is a 2021 graduate of Northwestern School of Police Staff and Command. He brings strong leadership and a wealth of knowledge and experience.

### RECOMMENDATION

Staff recommends approval of the appointment of Dan Bianconi to the position of Chief Deputy Sheriff for the Dakota County Sheriff's Office.

### EXPLANATION OF FISCAL/FTE IMPACTS

Salary expenses for the Chief Deputy Sheriff are included in the Sheriff's operating 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, at the November 8, 2022, general election, Joseph Leko was elected to the post of Dakota County Sheriff effective January 1, 2023; and

WHEREAS, after Joseph Leko assumes the position of Sheriff, a vacancy will be created in the Chief Deputy Sheriff position; and

WHEREAS, Minn. Stat. § 387.145 provides for the Sheriff of any county to appoint a Chief Deputy or First Assistant with the approval of the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes Sheriff Leko, upon assuming the office of Dakota County Sheriff, to appoint Dan Bianconi as Chief Deputy Sheriff for the Dakota County Sheriff's Office.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**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 type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

**CONTACT**

Department Head: Tim Leslie

Author: Joseph Leko



# Board of Commissioners

## Request for Board Action

Item Number: DC-1655

Agenda #: 13.2

Meeting Date: 12/13/2022

**DEPARTMENT:** Sheriff

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Amend Joint Powers Agreement With Dakota County Drug Task Force**

### PURPOSE/ACTION REQUESTED

Authorize the County Sheriff to amend the joint powers agreement (JPA) with the Dakota County Drug Task Force.

### SUMMARY

Since 2000, the Dakota County Sheriff's Office has been a member of the multijurisdictional Dakota County Drug Task Force which coordinates efforts toward the investigation and prosecution of drug and gang related crimes. The Dakota County Drug Task Force currently includes an agreement between Dakota County Sheriff's Office and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, Savage, South Saint Paul, and West St. Paul. The current JPA was authorized by the Dakota County Board of Commissioners on September 18, 2018 (Resolution 18-504) and expires December 31, 2023.

The member agencies wish to continue the partnership and amend the current JPA. Recently, member agencies have requested and utilized the Drug Task Force to investigate and arrest violent offenders in their cities. Member agencies have found the Drug Task Force to be an extremely valuable resource assisting in the location and apprehension of these violent offenders. The proposed amended JPA expands the authority and scope of duties of the of the Drug Task Force beyond investigation and prosecution of drug offenses and gang activity to now include investigation and support of violent crimes that occur within member agency jurisdictions. In addition, the Administrative Board of the Drug Task Force wishes to amend the JPA to include partial salary reimbursement for the Drug Task Force Commander when task force funds are available. The current JPA only provided availability of compensation for the two team leaders.

The amended JPA will continue to include the Dakota County Sheriff's Office and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, Savage, South Saint Paul, and West St. Paul with the term extended through December 31, 2027.

### RECOMMENDATION

The Sheriff recommends the County Board authorize the amendment of the JPA with the Dakota County Drug Task Force through December 31, 2027.

### EXPLANATION OF FISCAL/FTE IMPACTS

Funds to support Drug Task Force operations are included in the Sheriff's Office 2023 recommended



budget.

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

## RESOLUTION

WHEREAS, since 2000, the Dakota County Sheriff's Office has been a member of the multijurisdictional Dakota County Drug Task Force which coordinates efforts toward the investigation and prosecution of drug and gang crimes; and

WHEREAS, the Dakota County Drug Task Force is formed under a joint powers agreement (JPA) between Dakota County Sheriff's Office and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, Savage, South Saint Paul, and West St. Paul; and

WHEREAS, the member agencies wish to continue their partnership and amend the current JPA which expires December 31, 2023; and

WHEREAS, the Drug Task Force Administrative Board recommends changes to the current JPA to expand the scope of duties of the of the Drug Task Force beyond investigation and prosecution of drug offenses and gang activity to now include investigation and support of violent crimes that occur within member agency jurisdictions; and

WHEREAS, to amend the current JPA to include partial salary reimbursement for the Drug Task Force Commander when drug task force funds are available; and

WHEREAS, member agencies wish to extend the term of the amended JPA through December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to enter into an amended joint powers agreement (JPA) with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, Savage, South Saint Paul, and West St. Paul to continue partnership as a member of the Dakota County Drug Task Force for the purpose of investigation, apprehension and prosecution of drug, gang and violent offenders in Dakota County; and

BE IT FUTHER RESOLVED That the Dakota County Board of Commissioners hereby authorizes an amendment of the JPA to include partial salary reimbursement for the Drug Task Force Commander and extend the joint powers agreement through December 31, 2027, subject to approval by the Dakota County Attorney's Office as to form.

## PREVIOUS BOARD ACTION

18-504; 09/18/18

## ATTACHMENTS

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: Joe Leko

Author: Joe Leko



# Board of Commissioners

## Request for Board Action

Item Number: DC-1629

Agenda #: 13.3

Meeting Date: 12/13/2022

**DEPARTMENT:** Sheriff

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract With Summit Food Service For Food Service Costs In Dakota County Jail And Juvenile Services Center**

### PURPOSE/ACTION REQUESTED

Authorize the Sheriff to execute a contract with Summit Food Service for food service to the Dakota County Jail and Juvenile Services Center.

### SUMMARY

The Dakota County Sheriff is charged with operating a 263-bed jail facility, which includes providing food service for its inmates. To provide efficient services, the Sheriff has worked with Dakota County Community Corrections to coordinate the services with the Juvenile Services Center as well. The Sheriff currently contracts with Summit Food Service to provide these services.

In 2022, the Sheriff solicited Requests for Proposals (RFP) related to food service and received three responses. Based upon the results of the RFP, the Sheriff recommends extending the relationship with Summit Food Service through 2027 by executing a contract for the period January 1, 2023, through December 31, 2027. Summit Food Service has agreed to continue to provide these services at the following rates for 2023.

Jail Meals: Cost per meal for the inmates of the Dakota County Jail will follow the below table:

2023 MEAL PRICE MATRIX		
Inmate Population		Price per Meal
< 76		TBN
76	- 85	\$6.615
86	- 95	\$5.942
96	- 105	\$5.414
106	- 115	\$4.987
116	- 125	\$4.635
126	- 135	\$4.340
136	- 145	\$4.090
146	- 155	\$3.874
156	- 165	\$3.686
166	- 175	\$3.521
176	- 185	\$3.376
186	- 195	\$3.249
196	- 205	\$3.137
206	- 215	\$3.035
216	- 225	\$2.943
226	- 235	\$2.860
236	- 245	\$2.783
246	- 255	\$2.713
256	- 265	\$2.649
266	- 275	\$2.589
276	+	\$2.534

The meal matrix rates for years 2024-2027 have been identified and will be included in the contract.

Religious Meal: \$4.50 per meal

Juvenile Meal: \$4.00 per meal for residents of the Juvenile Services Center

Additional Fees: Extra compensation for juvenile meals

Daily delivery charge: \$98.93 per day

Extra Juice: \$14.289 per day

Snacks (two per day): \$0.688 per resident per day, not to exceed 20 percent of the daily nutritional requirements

Extra Milk: \$0.362 each

The total anticipated cost for required services during the proposed contract period of January 1, 2023, through December 31, 2027, based on the operational capacity of 249 inmates at the Dakota County Jail, and Juvenile Services Center needs is as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Jail	\$739,713	\$813,602	\$895,126	\$939,842	\$986,738
JSC	\$174,417	\$191,859	\$211,045	\$221,597	\$232,677
Total	\$914,130	\$1,005,461	\$1,106,171	\$1,161,439	\$1,219,415

The County is not required to pay for any minimum amount of services.

## RECOMMENDATION

Authorize the Sheriff to execute a contract with Summit Food Service for food service to the Dakota County Jail and the Juvenile Services Center for the period January 1, 2023, through December 31, 2027, based on the above fee structures.

## EXPLANATION OF FISCAL/FTE IMPACTS

The proposed table articulating cost for meals at the Dakota County Jail and Juvenile Services Center is based upon industry standards as well the desire to remove inmate labor from food services. The vendor highlighted a 58 percent increase in food costs due to inflation and a 38 percent increase in fuel costs and surcharges. The 2023 expenses for food service under this contract are included in the County Manager's 2023 recommended Sheriff's Office and Community Corrections budgets. The funding for contract years 2024 through 2027 will be identified during the 2024 budget process.

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

## RESOLUTION

WHEREAS, the Dakota County Sheriff's Office distributed a Request for Proposal (RFP) in 2022 related to food services in the Dakota County Jail and Juvenile Service Center; and

WHEREAS, three vendors responded to the solicitation and proposals were evaluated by staff; and

WHEREAS, Summit Food Service has proven themselves to provide cost-effective services and the Sheriff recommends continuing this association by executing a contract for the period of January 1, 2023 through December 31, 2027; and

WHEREAS, Summit Food Service has agreed to continue providing these services to the Dakota County Jail and Juvenile Services Center for the period of January 1, 2023 through December 31, 2027; and

WHEREAS, Summit Food Service has agreed to the following fee structure for the period of January 1, 2023 through December 31, 2023; and

Jail Meals: Cost per meal for the inmates of the Dakota County Jail will follow the below table:

2023 MEAL PRICE MATRIX		
Inmate Population	Price per Meal	
< 76	TBN	
76 - 85		\$6.615
86 - 95		\$5.942
96 - 105		\$5.414
106 - 115		\$4.987
116 - 125		\$4.635
126 - 135		\$4.340
136 - 145		\$4.090
146 - 155		\$3.874
156 - 165		\$3.686
166 - 175		\$3.521
176 - 185		\$3.376
186 - 195		\$3.249
196 - 205		\$3.137
206 - 215		\$3.035
216 - 225		\$2.943
226 - 235		\$2.860
236 - 245		\$2.783
246 - 255		\$2.713
256 - 265		\$2.649
266 - 275		\$2.589
276 +		\$2.534

The meal matrix rates for years 2024-2027 have been identified and will be included in the contract.

Religious Meal: \$4.50

Juvenile Meal: \$4.00 per meal for residents of the Juvenile Services Center

Additional Fees: Extra compensation for juvenile meals

Daily delivery charge: \$98.93 per day

Extra Juice: \$14.289 per day

Snacks (two per day): \$0.688 per resident per day, not to exceed 20 percent of the daily nutritional requirements

Extra Milk: \$0.362 each

; and

WHEREAS, Summit Food Service has agreed to the following total anticipated cost for required services during the contract period of January 1, 2023, through December 31, 2027, based on the operational capacity of 249 inmates at the Dakota County Jail, and Juvenile Services Center needs:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Jail	\$739,713	\$813,602	\$895,126	\$939,842	\$986,738
JSC	\$174,417	\$191,859	\$211,045	\$221,597	\$232,677
Total	\$914,130	\$1,005,461	\$1,106,171	\$1,161,439	\$1,219,415

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Sheriff is hereby authorized to execute a contract with Summit Food Service to provide food service to the Dakota County Jail and

the Juvenile Services Center for the period of January 1, 2023 through December 31, 2027, based on the not to exceed totals above, subject to approval by the County Attorney's Office as to form

**PREVIOUS BOARD ACTION**

21-615; 12/14/21

**ATTACHMENTS**

None.

**BOARD GOALS**

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

**PUBLIC ENGAGEMENT LEVEL**

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

**CONTACT**

Department Head: Joe Leko

Author: Joe Leko



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1707

**Agenda #:** 13.4

**Meeting Date:** 12/13/2022

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**DEPARTMENT:** Sheriff

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Contract With Doug Nelson Consulting To Provide Radiological Emergency Preparedness, Emergency Management, And Homeland Security Planning Services And Rescind Resolution No. 22-504**

### **PURPOSE/ACTION REQUESTED**

Authorize to execute contract with Doug Nelson Consulting to provide radiological emergency preparedness (REP), emergency management, and homeland planning services and rescind Resolution No. 22-504 (November 15, 2022).

### **SUMMARY**

The contract with Doug Nelson Consulting (Attachment) would provide REP, contracted city emergency planning, and Dakota County homeland security planning services support.

The contract was approved by Resolution No. 22-504 (November 15, 2022). The presented resolution language had insufficient funds to cover the contract amount. It is requested that Resolution No. 22-504 be rescinded and the corrected funds amount be approved.

The Dakota County Sheriff's Office has contracted with Doug Nelson Consulting since 2013 for these services and has been very satisfied with the performance and work product. The Sheriff's Office desires to continue this relationship for the period January 1, 2023, through December 31, 2025. Dakota County is the recipient of the Homeland Security grants under the REP Program and the Urban Area Security Initiative (UASI) Grant. These grants are administered by the Minnesota Department of Public Safety for Xcel Energy and for the U.S. Department of Homeland Security.

The REP and UASI grants can be used to cover costs for planning activities. Examples of grant-eligible planning activities include the following areas: tracking grant spending and physical assets; coordinating emergency response training for the County and cities within Dakota County; planning, training, and exercising the requirements of the REP and Emergency Preparedness Programs and planning of exercises for public safety staff.

Dakota County will also continue partnerships with Inver Grove Heights, Mendota Heights, South St. Paul, West St. Paul and Farmington through joint powers agreements (JPAs) to provide emergency management planning services for each respective City and subsequent cost reimbursement. It is beneficial 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. This allows for consistency in oversight and improved efficiency in emergency response Countywide. With new annual requirements from Minnesota Homeland Security and Emergency Management regarding plan requirements, this contract allows for timely compliance with state standards. By contracting with the Cities for emergency planning services, Dakota County remains a leader of emergency preparedness countywide and can provide uniformity in emergency planning and response. The consulting services provided under this contract with Doug Nelson Consulting will be used to support the planning activities under the Cities JPAs.

## RECOMMENDATION

The Sheriff recommends authorizing the contract with Doug Nelson Consulting to cover services up to a maximum of 1,430 hours annually for the City contracts and additional Dakota County duties at the following rates:

- \$43 per hour for the period of January 1, 2023, through December 31, 2023.
- \$44 per hour for the period of January 1, 2024, through December 31, 2024.
- \$45 per hour for the period of January 1, 2025, through December 31, 2025.

## EXPLANATION OF FISCAL/FTE IMPACTS

Planning funds for these amounts currently are available, or will be available, from the upcoming 2023 to 2025 REP Grant Programs, 2022 to 2024 UASI Grant, and joint power agreements with the Cities Inver Grove Heights, West St. Paul, Mendota Heights, and South St. Paul for planning services from 2023 through 2025.

- |  |  |   |
|--|--|---|
| <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 Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, has been provided funding from the federal government under the Radiological Emergency Preparedness (REP) and Urban Area Security Initiative (UASI) grant programs to enhance preparedness activities related to natural disasters and terrorism; and

WHEREAS, Dakota County has been awarded the REP and UASI grants by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, for the purpose of improving Dakota County's ability to plan for, respond to, and recover from potential Countywide disasters or emergencies; and

WHEREAS, Dakota County will continue partnerships with the Cities of Inver Grove Heights, Mendota Heights, South St. Paul, West St. Paul, and Farmington through joint powers agreements to provide emergency management planning services and consulting services provided under this contract; and

WHEREAS, Dakota County Sheriff deems it to be in its best interests to continue to contract with Doug Nelson Consulting to assist in the facilitation of REP, emergency management, and homeland security planning activities that will better prepare Dakota County and its citizenry to prepare for and respond to any potential countywide disasters or emergencies; and

WHEREAS, Resolution No. 22-504 (November 15, 2022), had insufficient funds to cover the contract



amount.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to amend a contract with Doug Nelson Consulting, for radiological emergency preparedness, emergency management, and homeland security planning activities for the period of January 1, 2023, through December 31, 2025, up to a maximum of 1,430 hours annually for the City contracts and additional Dakota County duties at a total amount not to exceed \$348,760.00, plus travel expenses, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That Resolution No. 22-504 is hereby rescinded in its entirety.

### **PREVIOUS BOARD ACTION**

19-824; 11/12/19

22-504; 11/15/22

### **ATTACHMENTS**

Attachment: Contract

### **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: Joe Leko

Author: Joe Leko

**CONTRACT BETWEEN THE COUNTY OF DAKOTA  
AND DOUG NELSON CONSULTING  
FOR RADIOLOGICAL EMERGENCY PREPAREDNESS, EMERGENCY MANAGEMENT, AND HOMELAND  
SECURITY PLANNING SERVICES**

This Contract is between County of Dakota by and through its Sheriff's Office ("County") and Doug Nelson Consulting, 17463 Iceland Trail, Lakeville, MN 55044, ("Contractor"). Contractor is a Minnesota Corporation. This Contract uses the word "parties" for both County and Contractor.

**WHEREAS**, the County requires services for radiological emergency preparedness (REP), emergency management, and homeland security planning services; and

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's Proposal ("Contractor's Proposal"), attached and incorporated as Exhibit 1; and

**ACCORDINGLY**, the parties agree:

**1. TERM**

This Contract is effective and enforceable on January 1, 2023 ("Effective Date") and expires on December 31, 2025 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

**2. CONTRACTOR'S OBLIGATIONS**

- 2.1. General Description. Contractor shall provide the services generally described in the Contractor's Proposal (collectively, "Services").
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.5. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.

**3. PAYMENT**

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed three hundred forty-eight thousand seven hundred sixty and 00/100 Dollars (\$ 348,760.00) ("Contract Maximum"), plus travel expenses. The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal, attached and incorporated as Exhibit 1.

- 3.3. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
  - B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
  - C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
  - D. The County may offset any overpayment or disallowance of claim by reducing future payments.

#### **4. COMPLIANCE WITH LAWS/STANDARDS**

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 2. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

#### **5. INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor 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 Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

## 6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
  - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

## 7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:
- A. Intentional, willful, or negligent acts or omissions; or
  - B. Actions or omissions that give rise to strict liability; or
  - C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract
- whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.
- 7.2. Limitations. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
- A. Any demand, action, suit, or proceeding against the party providing Notice; or
  - B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.

## **8. INSURANCE**

Contractor shall maintain policies of insurance as set forth in Exhibit 3, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

## **9. SUBCONTRACTING**

- 9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the County in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its subcontractors.
  - B. All subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

## **10. FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## **11. DEFAULT**

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.

- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

## **12. TERMINATION**

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
  - B. Failure to perform Services or provide payment within the time specified in this Contract;
  - C. Failure to perform any other material provision of this Contract;
  - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
  - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
  - B. Complete performance of any work that is not discontinued by the Notice of Termination.
  - C. Cooperate with County with any transition of Services.
  - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
  - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
  - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.

G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

12.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.

12.7. Effect of Termination for Cause or without Cause.

A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 2 (Standard Assurances) and the indemnity provisions of section 7.

B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

### 13. CONTRACT RIGHTS AND REMEDIES

13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

### 14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

**To Contractor:**

Doug Nelson  
CEO  
17463 Iceland Trail  
Lakeville, MN 55044  
Telephone: 952-237-9230  
Douglas.nelson@co.dakota.mn.us

**To the County:**

Joseph Leko  
Chief Deputy  
Sheriff's Office  
1580 Highway 55  
Hastings, MN 55033  
Telephone: 651-438-4702  
Joseph.leko@co.dakota.mn.us

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office  
Civil Division  
1560 Highway 55  
Hastings, Minnesota 55033.

## 15. LIAISON

15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Doug Nelson  
Telephone: 952-237-9230  
Email Address:  
[Douglas.nelson@co.dakota.mn.us](mailto:Douglas.nelson@co.dakota.mn.us)

County Liaison: James Iliff  
Telephone: 651-438-4703  
Email Address:  
[james.iliff@co.dakota.mn.us](mailto:james.iliff@co.dakota.mn.us)

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

## 16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

## 17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

## 18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

## 19. MERGER

19.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

19.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – Contractor's Proposal  
Exhibit 2 – Standard Assurance  
Exhibit 3 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.



## **20. CONFIDENTIALITY**

- 20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as 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 of waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

## **21. CONTRACT INTERPRETATION AND CONSTRUCTION**

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

## **22. WAGE WITHHOLDING TAX**

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor. Form IC-134 Form and Instructions are found at [http://www.revenue.state.mn.us/Forms\\_and\\_Instructions/ic134.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

**COUNTY OF DAKOTA**

By: \_\_\_\_\_  
Joseph Leko, Chief Deputy  
Dakota County Sheriff's Office  
1580 Highway 55  
Hastings, MN 55033

Date of Signature: \_\_\_\_\_

**CONTRACTOR**

*(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)*

By: \_\_\_\_\_  
(Signature Line Please Use Black or Blue Ink)  
  
Doug Nelson, CEO  
\_\_\_\_\_  
(Print Name and Title)

17463 Iceland Trail  
Lakeville, MN 55044

Date of Signature: \_\_\_\_\_

Board Resolution:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant County Attorney      Date  
KS-22-584

## Exhibit 1

### COUNTY RADIOLOGICAL EMERGENCY PREPAREDNESS, COUNTY EMERGENCY PLANNING, AND EMERGENCY MANAGEMENT PLANNING FOR CITIES

Consulting services will include the following deliverables to meet the needs of the Radiological Emergency Preparedness (REP) Program, Joint Powers Agreement with contracted cities and support for the Dakota County Homeland Security and Emergency Management under the Urban Area Security Initiative (UASI) grant. County and Contractor will meet at least once a week to assess project status and to make adjustments to the project plan and list of deliverables. Adjustments to the project plan will be documented in writing and agreed to by both parties.

#### Grants Administration

- 1) Develop REP spending plans for REP grant programs.
- 2) Coordinate with the Dakota County Emergency Preparedness Coordinator in developing equipment specifications, gathering necessary quotes and preparing necessary information to complete purchase orders or contracts.
- 3) Maintaining grant tracking to manage budgets against spending and encumbered funds.

#### Training

- 1) Coordinate required training elements for maintaining emergency response capabilities for county and cities needed to cover new staff hires or changes in staff responsibility regarding REP or other ICS related training for staff.

#### Plans

- 1) Assist in preparing updates to the Dakota County Emergency Operations Plan, the Dakota County REP Plan and the contracted cities Emergency Operations Plans and Continuity of Operations Plans.
- 2) Assist the Dakota County Emergency Preparedness Coordinator in conducting training of team members and exercises of the REP Plan to respond to various REP related emergencies that may affect Dakota County.

#### Exercises

- 1) Help prepare and participate in the support of developing the bi-annual REP Drill and Exercises in compliance with FEMA and State guidelines.
- 2) Assist the Dakota County Exercise Design Team as needed for county-wide exercises.
- 3) Assure compliance with requirements of the Homeland Security Exercise and Evaluation Program (HSEEP) for these exercises.

#### Other

- 1) Assist and participate in other duties as assigned as directed by the Dakota County Emergency Preparedness Coordinator and the Sheriff.

## Payment Breakdown

REP Program Administration: Payment will be based on the amount MN Homeland Security and Emergency Management (MN HSEM) budgets for personnel and other areas in the REP grant.

- July 1, 2022 to June 30, 2023 \$50,000
- July 1, 2023 to June 30, 2024 \$55,000
- July 1, 2024 to June 30, 2025 \$55,000

City Contracts: Payment will be based on the number of contracts with cities to update their Emergency Operations Plans.

- January 1, 2023 to December 31, 2023: \$43/hr. x 143 hrs. per city (5 cities = \$30,745)
- January 1, 2024 to December 31, 2024: \$44/hr. x 143 hrs. per city (5 cities = \$31,460)
- January 1, 2025 to December 31, 2025: \$45/hr. x 143 hrs. per city (5 cities = \$32,175)

Additional Dakota County Duties: Payment will be based on matching grants (EMPG and UASI) utilizing funding from the City Contracts as the Dakota County matching portion. The maximum amount of matching grant funding is: 2023 \$30,745; 2024 \$31,460; 2025 \$32,175.

The maximum of 1,430 hours per year for the City Contracts and the Additional Dakota County Duties

## EXHIBIT 2 STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

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

5. **CONTRACTOR GOOD STANDING.** Contractor shall maintain Good Standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

Directions for Online Access to Excluded Providers

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

**EXHIBIT 3**  
**INSURANCE TERMS**

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

**APPLICABLE SECTIONS ARE CHECKED**

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may

reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☐ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☐ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).





# Board of Commissioners

## Request for Board Action

Item Number: DC-1636

Agenda #: 14.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Library

**FILE TYPE:** Consent Action

### TITLE

**Acceptance Of Gifts To Dakota County Library**

### PURPOSE/ACTION REQUESTED

To accept gifts exceeding \$500 to the Dakota County Library.

### SUMMARY

Pursuant to Resolution No. 14-400 (August 12, 2014), the Dakota County Board of Commissioners delegated to the Dakota County Library Advisory Committee the authority to accept gifts of personal property up to \$500 in value for public library purposes. Gifts to Dakota County libraries with a value greater than \$500 are presented to the County Board for approval and acceptance.

- Friends of Wescott Library donated \$2,251.45 to support adult programming, summer outreach events, Homeschool Science Series and writing workshops.
- Dakota County Library Foundation donated \$5,393.00 to support Summer Discovery and Winter Reads.

### RECOMMENDATION

The Dakota County Library Director recommends, and the Library Advisory Committee supports acceptance of these gifts. Letters of thanks have been prepared for Commissioner signatures.

### EXPLANATION OF FISCAL/FTE IMPACTS

The receipt of these gifts does not impact the County levy but provides additional resources to address County library needs. Budget amendments are requested to accept the revenue.

- |   |   |   |
|---|---|---|
| <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, the Dakota County Board of Commissioners, by Resolution No. 14-400 (August 12, 2014), delegated to the Dakota County Library Advisory Committee, the authority to accept gifts of personal property of not more than \$500 for public library purposes; and

WHEREAS, the Dakota County Board of Commissioners must approve and accept gifts to County libraries with a value greater than \$500; and Friends of Wescott Library donated \$2251.45 to support adult programming, summer outreach events, Homeschool Science Series and writing workshops and;

Dakota County Library Foundation donated \$5393.00 to support Summer Discover and Winter Reads; and

WHEREAS, these donations will greatly enrich the capacity of Dakota County Library to offer valuable materials and programs to customers; and

WHEREAS, the Dakota County Library Advisory Committee supports acceptance of these gifts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts from Friends of Wescott Library \$2,251.45 to support adult programming, summer outreach events, Homeschool Science Series and writing workshops and from Dakota County Library Foundation \$5,393 to support Summer Discovery and Winter Reads; and

BE IT FURTHER RESOLVED, That the adopted 2022 budget be amended as follows:

**Revenue**

Wescott Gifts	\$2,251.45
Foundation Gifts	<u>\$5,393.00</u>
<b>Total Revenue</b>	<b>\$7,644.45</b>

**Expense**

Wescott Gifts	\$2,251.45
Foundation Gifts	<u>\$5,393.00</u>
<b>Total Expense</b>	<b>\$7,644.45</b>

**PREVIOUS BOARD ACTION**

14-400; 8/12/14

**ATTACHMENTS**

Attachment: Letter to Wescott Friends

Attachment: Letter to DCL Foundation

**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**

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

**CONTACT**

Department Head: Margaret Stone

Author: Kathy Peterson



December 13, 2022

John Elliott, President  
Friends of Wescott  
1340 Wescott Road  
Eagan, MN 55123

Dear Mr. Elliott:

I wish to thank you and the Friends of Wescott for your gift of \$2251.45 to the Dakota County Library System. This gift was used to support several outreach events including Take and Make book kits, Homeschool Science series, writing workshops and chapter books.

County Board members join me in thanking you and the Wescott Friends for your generous support.

Best Regards,

Kathleen A. Gaylord, Chair  
Dakota County Commissioners

Laurie Halverson  
Commissioner, District Three

**County Board of Commissioners**

**P** 651-438-4418 **F** 651-438-4405 **W** [www.dakotacounty.us](http://www.dakotacounty.us)  
**A** Dakota County Administration Center • 1590 Highway 55 • Hastings • MN 55033





December 13, 2022

Rachel Quick, President  
Dakota County Library Foundation  
1340 Wescott Road  
Eagan, MN 55123

Dear Ms. Quick:

I wish to thank you and the Dakota County Library Foundation for your gift of \$5393.00 to the Library System. This gift was used to support Summer Discovery and Winter Reads.

County Board members join me in thanking you and the Wescott Friends for your generous support.

Best Regards,

Kathleen A. Gaylord, Chair  
Dakota County Commissioners

Laurie Halverson  
Commissioner, District Three

**County Board of Commissioners**

**P** 651-438-4418 **F** 651-438-4405 **W** [www.dakotacounty.us](http://www.dakotacounty.us)  
**A** Dakota County Administration Center • 1590 Highway 55 • Hastings • MN 55033





# Board of Commissioners

## Request for Board Action

---

**Item Number:** DC-1633

**Agenda #:** 14.2

**Meeting Date:** 12/13/2022

---

**DEPARTMENT:** Property Taxation and Records

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Convey Forfeited Lands To State Of Minnesota**

### **PURPOSE/ACTION REQUESTED**

Authorize the reconveyance of lands to the state of Minnesota and approve a subsequent sale to the City of Lakeville.

### **SUMMARY**

Pursuant to Minn. Stat. § 282.01, subd. 1a, par. (e), non-conservation tax-forfeited land held in trust by the State of Minnesota for local taxing districts may be conveyed free of charge to a governmental subdivision for an authorized public use.

The City of Lakeville submitted a conveyance of tax-forfeited lands application to the Dakota County Board of Commissioners on June 9, 1993. A resolution approved by the Dakota County Board of Commissioners on June 29, 1993, authorized the execution of a conditional use deed. On August 27, 1993, the Minnesota Department of Revenue conveyed the below-mentioned parcel of tax-forfeited land to the City of Lakeville for conservation and park purposes (Attachment - State Deed 1993):

Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof  
22-47550-00-071

In Accordance with Minn. Stat. § 282.01, subd. 1d, the governing body of a subdivision must voluntarily reconvey property to the State of Minnesota when officials do not properly comply with an authorized public use sanctioned by the county board. The City of Lakeville has not utilized the property for conservation and park purposes, so officials are requesting a voluntary reconveyance action. Once absolute title is vested in the State of Minnesota, the City of Lakeville will purchase the property outright and sell it to an adjacent owner.

Resolution 21-082, approved by the City of Lakeville on June 21, 2021, approves the disposal of land identified above to an adjacent owner (Attachment - City of Lakeville Resolution 21-082). The Conditional Land Use Review Form was submitted on February 22, 2022 stating the City of Lakeville is no longer using the land for the intended purpose. (Attachment - Conditional Use Review Deed 179454)

Property appraisal report requested by the City of Lakeville on April 12, 2021 setting the appraisal value of the land at \$2,400. (Attachment - Appraisal of Real Property)

On August 18, 2021, adjacent owners acquired the property under examination and requested the integration of parcels in their possession to form a single contiguous parcel. (Attachment - Quit Claim Deed to Adjacent Owner) On November 15, 2021, Dakota County finalized the consolidation and created the following parcel:

Lots 3, 7 and 8, Marrinan Addition, Dakota County, Minnesota (Attachment - Legal Description)

Ariel view of the original and consolidated parcels (Attachment - Ariel Views)

On September 6, 2022, the City of Lakeville completed PT Form 975 (Reconveyance of Forfeited Lands to the State of Minnesota) and sent it to the Dakota County Property Taxation & Records for further consideration on September 7, 2022 (Attachment - Reconveyance of Forfeited Lands to the State of Minnesota By a Governmental Subdivision form PT975).

The City of Lakeville, by Resolution 22-151 (Attachment - City of Lakeville resolution) requested acquisition of the parcel on October 17, 2022.

### RECOMMENDATION

Staff in the Dakota County Property Taxation & Records Department recommend that the Dakota County Board of Commissioners permit the proposed reconveyance action and subsequent sale to the City of Lakeville.

### EXPLANATION OF FISCAL/FTE IMPACTS

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

### RESOLUTION

WHEREAS, the Dakota County Board of Commissioners approved conveyance of tax-forfeited land described below to the City of Lakeville on June 29, 1993:

Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof  
22-47550-00-071

; and

WHEREAS, the Minnesota Department of Revenue executed a conditional use deed on August 27, 1993, to formally vest title in the City of Lakeville and asseverate the imposition of a 30-year use restriction period; and

WHEREAS, the City of Lakeville acknowledged the abandonment of an authorized public use through the adoption of resolution 22-082 on June 21, 2022, and the City of Lakeville signed the Conditional Land Use Review form on February 22, 2022 stating the city is no longer using the land for the intended purpose; and

WHEREAS, the property appraisal reported requested by the City of Lakeville on April 12, 2021 setting the appraisal value of the land at \$2,400; and

WHEREAS, in compliance with Minnesota Statute 282.01, subdivision 1a, paragraph (e), the Dakota County Property Taxation & Records Department requests an official recommendation from the City

of Lakeville to transmit PT Form 975 to the Minnesota Department of Revenue for review and approval.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby sanctions the proposed reconveyance action by the City of Lakeville and authorizes the Dakota County Property Taxation & Records Department to submit the completed and endorsed PT Form 975 to the Minnesota Department of Revenue. Furthermore, the Dakota County Board of Commissioners approves the sale of above-mentioned tax-forfeited land to the City of Lakeville upon completion of all intermediary title transfer actions.

### PREVIOUS BOARD ACTION

93-543, 6/29/93

### ATTACHMENTS

Attachment: State Deed 1993

Attachment: City of Lakeville Resolution 21-082

Attachment: Conditional Use Deed Application Deed 179454

Attachment: Appraisal of Real Property

Attachment: Reconveyance of Forfeited Lands to the State of Minnesota By a Governmental Subdivision form PT975

Attachment: Quit Claim Deed to Adjacent Owner

Attachment: Legal Descriptions

Attachment: Ariel Views

Attachment: City of Lakeville Resolution 22-151

### 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: Amy Koethe

Author: Airabella Lepinski

148714

o. 0179354

# ATE DEED

Minnesota Statutes, Section  
2.01, Subdivision 1.

TE OF MINNESOTA  
TO

Tax statements for the real property  
described in this instrument should be  
sent to:

Name: The City of Lakeville  
c/o Charlene Friedges, City Clerk  
Address: City Hall  
Lakeville, Minnesota

at Taxes and Transfer Entered

Day of Sept 1993.

County Auditor, Dakota Co.

NTY RECORDER  
MN.

.EDS

E WITHIN INSTRUMENT  
THIS OFFICE ON AND AT

AN '93

148714

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URCHARGE 4.50

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T R 324 JVE

if Deeds.

Deputy.,

COPY DEL'D



## DEPARTMENT OF REVENUE

## CONVEYANCE OF FORFEITED LANDS

(Issued pursuant to Minnesota Statutes, Section 282.01, Subdivision 1)

**THIS INDENTURE**, made this 27th day of August, 1993, between the State of Minnesota, as party of the first part, and The City of Lakeville, a Governmental Subdivision, as party of the second part, **WITNESSETH:**

**WHEREAS**, the land hereinafter described was duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes, and,

**WHEREAS**, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for conservation and park purposes, and,

**WHEREAS**, unless not required under Minnesota Statutes Section 282.01, Subdivision 1b), the Board of County Commissioners of the County of Dakota, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 29th day of June, 1993, that such conveyance be made,

**NOW, THEREFORE**, the State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant or convey unto the party of the second part, all the tracts or parcels of land lying and being in the County of Dakota, State of Minnesota, described as follows, to-wit:

Lot 7  
Marrinan Addition  
22-47550-071-00.

**TO HAVE AND TO HOLD THE SAME**, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law.

**THE GRANTOR CERTIFIES** that the Grantor does not know of any wells on the described real property. The State of Minnesota is issuing this deed for the county and other taxing jurisdictions and in reliance on the Auditor's certification stating no wells are located on the above described property.

**IN TESTIMONY WHEREOF**, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In presence of:

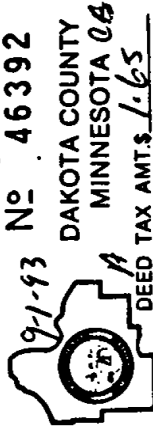
*Diane Rogge*  
*Paul L. Mueley*

STATE OF MINNESOTA  
MORRIS J. ANDERSON  
Commissioner of Revenue

By:

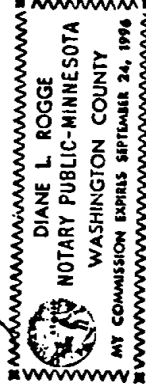
*Richard P. Anderson*

STATE OF MINNESOTA )  
County of Ramsey ) ss.



On this 27th day of August, 1993, before me personally appeared MICHAEL P. WANDMACHER, the duly appointed representative of the Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota, and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

*Diane Rogge*



County Deed Tax  
Due Hereon is

*1.65*

**CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 21-82**

**RESOLUTION APPROVING THE DISPOSAL  
OF REAL PROPERTY AND DISPENSING WITH STATUTORY  
REQUIREMENTS FOR REVIEW BY PLANNING COMMISSION**

**WHEREAS**, the City of Lakeville is proposing to sell certain property in the City generally described as Tax Parcel Identification No. 224755000071 and legally described as Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof ("Subject Property"); and

**WHEREAS**, Thomas H. Steeves and Laurie K Steeves ("Steeves") are the fee owners of property legally described as Lots 3 and 8, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof ("Steeves Property"), which abuts the Subject Property; and

**WHEREAS**, the Steeves have requested to purchase the Subject Property for a purchase price of \$2,400.00 ("Purchase Price"); and

**WHEREAS**, Minn. Stat. § 462.356, subd. 2 requires that the Planning Commission review the disposal of any publicly owned interest in real property within the City, and;

**WHEREAS**, Minn. Stat. § 462.356, subd. 2 provides for an exception from the Planning Commission review requirement upon 2/3 vote of the governing body dispensing with the requirement and finding that the disposal of the property has no relationship to the comprehensive municipal plan; and


**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lakeville that:

1. The disposal of Subject Property has no relationship to the City's comprehensive municipal plan.
2. Review by the Planning Commission of the acquisition the Subject Property is hereby dispensed with.
3. The sale of the Subject Property by Quit Claim Deed for a purchase price of \$2,400 to the Steeves is hereby approved subject to the following conditions:
  - a. The Steeves have paid to the City the Purchase Price;
  - b. The Steeves file with Dakota County a lot combination request for the Steeves Parcel and Subject Property at the time of recording the Quit Claim Deed;


- c. The Steeves shall be responsible for all costs associated with the conveyance of the Subject Property and closing of the transaction, including, but not limited to, the recording of the deed, payment of state deed tax and all closing costs necessary to complete the transaction; and
  - d. The conveyance of the Subject Property is completed by June 30, 2021;
4. The Mayor, City Administrator and City Clerk to execute the deed and all other necessary documents necessary to convey the Subject Property in accordance with the terms of this Resolution.

**ADOPTED** by a two-thirds vote of the City Council of the City of Lakeville, Minnesota this 21st day of June 2021.

**CITY OF LAKEVILLE**

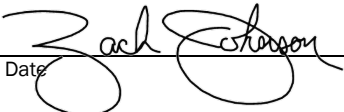
By:   
Douglas P. Anderson, Mayor

**ATTEST:**

  
Charlene Friedges, City Clerk

## Conditional Land Use Review Form

Email to: [state.deeds.mdor@state.mn.us](mailto:state.deeds.mdor@state.mn.us)

Property Information	Deed Number	Issuance Date
	179454	8/27/1993
	Applicant	
	City of Lakeville	
Conditional Use Granted by the Deed		
Conservation & Park Purposes		
Ownership	Is the property listed on the deed still owned by the governmental subdivision to which it was originally conveyed?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, call the State Deeds line at 651-556-6085	
Use of Property	Is the property still being used for the purpose listed on the deed?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If no, which of the following options will you pursue?	
	<input type="checkbox"/> Incorporate the property and its authorized public use into a formal plan	
	<input type="checkbox"/> Reconvey the property to the State of Minnesota (use PT Form 975 or 976)	
<input checked="" type="checkbox"/> Purchase the property at market value <u>after</u> reconveying it to the State of Minnesota		
Signature and Date	I certify that the above information is true and correct.	
	Authorized Signature	Title
		City Engineer
	Date	
February 22, 2022		

APPLICATION BY GOVERNMENTAL SUBDIVISION FOR CONVEYANCE OF  
TAX - FORFEITED LANDS

Under Laws 1941, Chapter 511

AUG 10 1993

0179454

In the Matter of the Application  
of City of Lakeville  
a Governmental Subdivision, for a  
Conveyance of Certain Lands.

Comes now City of Lakeville  
and alleges: NAME OF SUBDIVISION

1. That applicant is a (a) Governmental Subdivision

2. That (b) City of Lakeville requests ownership of  
parcel classified as tax-forfeited.

3. That there is situated within applicant's boundaries in the County of \_\_\_\_\_,  
certain tax-forfeited land described as follows:

Lot 7

Marrinan Addition

22-47550-071-00

4. That said lands are (c) zoned R-2, Single Family Residential

5. That applicant desires to obtain said land for the following purposes: (d)  
Conservation and Park purposes

6. That there is need for such lands for the following reasons:

Conservation and Park purposes

Wherefore applicant prays that said lands be conveyed to it for the use stated herein.

"I hereby certify that there are  
no wells on the above described  
property."

By

Dennis Feller  
Its Finance Director

and

Charlene Friedges  
Its City Clerk

State of Minnesota, }

County of Dakota

Dennis Feller and Charlene Friedges  
each being first duly sworn, depose and say, each for himself, that they are respectively the  
Finance Director and City Clerk of the City of Lakeville  
that they have read the foregoing application and know the contents thereof; and that the matters stated  
therein are true.



Subscribed and sworn to before me this 9th  
day of June, 1993

Mira Holliday  
Notary Public, Dakota County, Minn.  
My Commission Expires 8-21-98

- (a) State facts relative to legal organization.  
(b) State facts showing authorization of acquisition of land hereinafter described by resolution of governing body or by voters, etc., as the case may require, attaching copies of resolutions, if any.  
(c) Describe nature of lands, use of surrounding property and other similar facts.

# RESOLUTION OF COUNTY BOARD UPON APPLICATION

WHEREAS the County Board of DAKOTA County, Minnesota, has examined into the allegations of the application of City of Lakeville dated JUNE 9, 1993, for the conveyance of certain lands therein described; now,

Therefore, be it resolved by the County Board of DAKOTA County, Minnesota, that it hereby approves said application and recommends that the same be granted.

Bob Jensen  
Michael E. Gunn

Frank A. Hansen  
David J. Meier  
Del Richards  
St. A. Hedberg  
Patricia Bataglia  
County Board of said County.

State of Minnesota, } ss.  
County of Dakota

I, Harma B. Marsh, county auditor and clerk of the County Board of Dakota County, Minnesota, hereby certify that I have compared the foregoing copy of resolution of the County Board of said county with the original record thereof in the minutes of the proceedings of said board at a meeting duly held JUNE 29, 1993 and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly adopted by said board at said meeting. I further certify that the application referred to in said resolution is hereto attached.

Witness my hand and seal this 8th day of July, 1993  
Harma B. Marsh  
County Auditor and Clerk of the County Board.  
Dakota County, Minnesota.

## OFFICE OF THE COMMISSIONER OF TAXATION

St. Paul, Minn., 8/27, 1993

Upon due consideration of the within application, it is ordered that the same be and it hereby is rejected granted.

Commissioner of Taxation

By [Signature]

Deputy



TO: COMMISSIONER OF REVENUE  
MINNESOTA DEPARTMENT OF REVENUE

RE: SALE OF TAX FORFEITED LAND DESCRIBED AS:

0179454

Pursuant to M.S. 103F.535, Subd. 2 (1990) and 282.0185, Subd. 2 as amended and the procedures issued by the Department of Natural Resources and by the Board of Water and Soil Resources, I have reviewed the available data concerning the lands described above and determined the deed does not require a restrictive covenant because:

The land is in a platted subdivision. (Auditor's plats are not deemed platted subdivisions for the purpose of this procedure.)  
  X  

The conveyance is a transfer to correct errors in legal descriptions or grantees.  
\_\_\_\_\_

OR

Neither of the above statements apply to this parcel; therefore, the deed for this parcel must include a restrictive covenant prohibiting enrollment of this parcel in a state funded program providing compensation for conservation of marginal lands or wetlands.  
\_\_\_\_\_

If you have any questions or comments concerning this determination please contact Norma B. Marsh, telephone number 438-4393.

SIGNED

Auditor

8-6-93

DATE

Dakota

#966

STATE OF MINNESOTA  
DEPARTMENT OF REVENUE

## CONVEYANCE OF FORFEITED LANDS

(Issued pursuant to Minnesota Statutes, Section 282.01, Subdivision 1)

**THIS INDENTURE**, made this 27th day of August, 1993, between the State of Minnesota, as party of the first part, and The City of Lakeville, a Governmental Subdivision, as party of the second part, **WITNESSETH**:

**WHEREAS**, the land hereinafter described was duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes, and,

**WHEREAS**, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for conservation and park purposes, and,

**WHEREAS**, unless not required under Minnesota Statutes Section 282.01, Subdivision 1b(b), the Board of County Commissioners of the County of Dakota, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 29th day of June, 1993, that such conveyance be made,

**NOW, THEREFORE**, the State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant or convey unto the party of the second part, all the tracts or parcels of land lying and being in the County of Dakota, State of Minnesota, described as follows, to-wit:

Lot 7  
Marrinan Addition  
22-47550-071-00,

**TO HAVE AND TO HOLD THE SAME**, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law.

**THE GRANTOR CERTIFIES** that the Grantor does not know of any wells on the described real property. The State of Minnesota is issuing this deed for the county and other taxing jurisdictions and in reliance on the Auditor's certification stating no wells are located on the above described property.

**IN TESTIMONY WHEREOF**, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In presence of:

*Diane Rogge*  
*Neil L. Mueley*

STATE OF MINNESOTA  
MORRIS J. ANDERSON  
Commissioner of Revenue

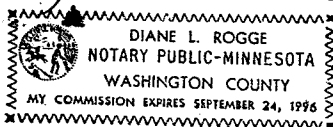
By:

*Michael P. Wandmacher*

STATE OF MINNESOTA )  
                                  ) ss.  
County of Ramsey )

On this 27th day of August, 1993, before me personally appeared MICHAEL P. WANDMACHER, the duly appointed representative of the Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota, and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

*Diane Rogge*





# APPRAISAL OF REAL PROPERTY



## LOCATED AT

22.47550.00.071  
Lakeville, MN 55044  
Lot 7, Marrianan Addition

## FOR

City of Lakeville  
20195 Holyoke Ave  
Lakeville, MN 55044

## AS OF

4/12/2021

## BY

Todd K. Wicker  
T. Wicker Appraisals, Inc.  
11479 Rich Valley Boulevard  
Inver Grove Heights, MN 55077  
(651) 306-0916  
info@twickerappraisals.com  
www.wickerappraisal.com

T. Wicker Appraisals, Inc.  
11479 Rich Valley Boulevard  
Inver Grove Heights, MN 55077  
(651) 306-0916  
www.wickerappraisal.com

04/16/2021

John Hennen  
City of Lakeville  
20195 Holyoke Ave  
Lakeville, MN 55044

Re: Property: 22.47550.00.071  
Lakeville, MN 55044

File No.: 2021040

Opinion of Value: \$ 2,400  
Effective Date: 4/12/2021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,




Todd K. Wicker  
Certified General Real Property Appraiser #: 4002890  
State: MN Expires: 08/31/2022  
info@twickerappraisals.com

Client	City of Lakeville	File No.	2021040
Property Address	22.47550.00.071		
City	Lakeville	County	Dakota
		State	MN
		Zip Code	55044
Client	City of Lakeville		

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	Client File #:	City of Lakeville	Appraisal File #:	2021040
	<h2>Summary Appraisal Report • Land</h2>			
	Appraisal Company: T. Wicker Appraisals, Inc.			
	Address: 11479 Rich Valley Boulevard, Inver Grove Heights, MN 55077			
Phone: (651) 306-0916		Fax: Not Applicable		Website: www.wickerappraisal.com
Appraiser: Todd K. Wicker		Co-Appraiser:		
AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA		AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA		
AI Status (if any): <input type="checkbox"/> Candidate for Designation <input checked="" type="checkbox"/> Practicing Affiliate		AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		
Other Professional Affiliation: St. Paul Association of Realtors		Other Professional Affiliation:		
E-mail: info@twickerappraisals.com		E-mail:		
Client: City of Lakeville		Contact: John Hennen		
Address: 20195 Holyoke Ave, Lakeville, MN 55044				
Phone: 952-985-4601		Fax:		E-mail: jhennen@lakevillemn.gov
<b>SUBJECT PROPERTY IDENTIFICATION</b>				
Address: 22.47550.00.071				
City: Lakeville	County: Dakota	State: MN	ZIP: 55044	
Legal Description: Lot 7, Marrianan Addition				
Tax Parcel #: 22.47550.00.071		RE Taxes: Exempt		Tax Year: 2021
Use of the Real Estate As of the Date of Value:		Vacant		
Use of the Real Estate Reflected in the Appraisal:		Vacant		
Opinion of highest and best use (if required):				
<b>SUBJECT PROPERTY HISTORY</b>				
Owner of Record: City of Lakeville				
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		No three year sales history for subject.		
Description and analysis of agreements of sale (contracts), listings, and options:		None.		
<b>RECONCILIATIONS AND CONCLUSIONS</b>				
Indication of Value by Sales Comparison Approach		\$ \$2,400		
Indication of Value by Cost Approach		\$ Not Applicable		
Indication of Value by Income Approach		\$ Not Applicable		
<b>Final Reconciliation of the Methods and Approaches to Value:</b> Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s): The "As Is" market value of the Fee Simple estate of the property, as of April 12, 2021 is Two Thousand Four Hundred Dollars.  The market exposure time preceding April 12, 2021 would have been 1-12 months and the estimated marketing period as of April 12, 2021, 2020 is 1-12 months.				
Opinion of Value as of: 4/12/2021		\$ 2,400		
Exposure Time: Estimated marketing time is 1-12 months.				
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input type="checkbox"/> Extraordinary Assumptions cited on the following page.				

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Client:	City of Lakeville	Client File #:	City of Lakeville
Subject Property:	22.47550.00.071, Lakeville, MN 55044	Appraisal File #:	2021040

**ASSIGNMENT PARAMETERS**

Intended User(s):	City of Lakeville		
Intended Use:	Estimate market value for sale.		
<b>This report is not intended by the appraiser for any other use or by any other user.</b>			
Type of Value:	Market value	Effective Date of Value:	4/12/2021
Interest Appraised:	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other		
Hypothetical Conditions:	(A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) None		
Extraordinary Assumptions:	(An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) None		

**This is a summary appraisal report.****SCOPE OF WORK**

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
<b>Appraiser</b> Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: 4/12/2021 Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Northstar MLS, CoreLogic, County and City. Interior and Exterior inspection.	<b>Cost Approach:</b> <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
<b>Co-Appraiser</b> Property Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:	<b>Sales Comparison Approach:</b> <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
	<b>Income Approach:</b> <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments:	None
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Significant Real Property Appraisal Assistance:	<input checked="" type="checkbox"/> None <input type="checkbox"/> Disclose Name(s) and contribution:
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<b>Client:</b>	City of Lakeville	<b>Client File #:</b>	City of Lakeville
<b>Subject Property:</b>	22.47550.00.071, Lakeville, MN 55044	<b>Appraisal File #:</b>	2021040

**MARKET AREA ANALYSIS**

<b>Location</b> <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	<b>Built Up</b> <input type="checkbox"/> Under 25% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Over 75%	<b>Growth</b> <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<b>Supply &amp; Demand</b> <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<b>Value Trend</b> <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Decreasing	<b>Typical Marketing Time</b> <input checked="" type="checkbox"/> Under 3 Months <input type="checkbox"/> 3-6 Months <input type="checkbox"/> Over 6 Months
---	--	--	---	--	--

<b>Neighborhood Single Family Profile</b> <table> <tr> <td>Price</td> <td>Age</td> <td></td> </tr> <tr> <td>165,000</td> <td>Low</td> <td>8</td> </tr> <tr> <td>485,000</td> <td>High</td> <td>131</td> </tr> <tr> <td>280,000</td> <td>Predominant</td> <td>49</td> </tr> </table>			Price	Age		165,000	Low	8	485,000	High	131	280,000	Predominant	49	<b>Neighborhood Land Use</b> <table> <tr> <td>1 Family</td> <td>85%</td> <td>Commercial</td> <td>10%</td> </tr> <tr> <td>Condo</td> <td>%</td> <td>Vacant</td> <td>%</td> </tr> <tr> <td>Multifamily</td> <td>5%</td> <td></td> <td>%</td> </tr> </table>			1 Family	85%	Commercial	10%	Condo	%	Vacant	%	Multifamily	5%		%	<b>Neighborhood Name:</b> Quigley-Sime Park <b>PUD</b> <input type="checkbox"/> <b>Condo</b> <input type="checkbox"/> <b>HOA:</b> \$ / <b>Amenities:</b> Not applicable		
Price	Age																															
165,000	Low	8																														
485,000	High	131																														
280,000	Predominant	49																														
1 Family	85%	Commercial	10%																													
Condo	%	Vacant	%																													
Multifamily	5%		%																													

**Market area description and characteristics:** See attached addenda.

**SITE ANALYSIS**

<b>Dimensions:</b> 82x136	<b>Area:</b> 11,192 sf
<b>View:</b> Park	<b>Shape:</b> Rectangle
<b>Drainage:</b> Appears adequate	<b>Utility:</b> Average
<b>Site Similarity/Conformity To Neighborhood</b>	<b>Zoning/Deed Restriction</b>
<b>Size:</b> <input checked="" type="checkbox"/> Smaller than Typical <input type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	<b>View:</b> <input checked="" type="checkbox"/> Favorable <input type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
<b>Zoning:</b> RS3 Single Family Residential District <input type="checkbox"/> Legal <input type="checkbox"/> No zoning <input checked="" type="checkbox"/> Legal, non-conforming <input type="checkbox"/> Illegal	
<b>Covenants, Condition &amp; Restrictions</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <b>Documents Reviewed</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Ground Rent</b> \$ /	
<b>Utilities</b>	<b>Off Site Improvements</b>
<b>Electric</b> <input type="checkbox"/> Public <input type="checkbox"/> Other <u>None</u> <b>Gas</b> <input type="checkbox"/> Public <input type="checkbox"/> Other <u>None</u> <b>Water</b> <input type="checkbox"/> Public <input type="checkbox"/> Other <u>None</u> <b>Sewer</b> <input type="checkbox"/> Public <input type="checkbox"/> Other <u>None</u>	<b>Street</b> <input type="checkbox"/> Public <input type="checkbox"/> Private <u>None</u> <b>Alley</b> <input type="checkbox"/> Public <input type="checkbox"/> Private <u>None</u> <b>Sidewalk</b> <input type="checkbox"/> Public <input type="checkbox"/> Private <u>None</u> <b>Street Lights</b> <input type="checkbox"/> Public <input type="checkbox"/> Private <u>None</u>

**Site description and characteristics:** Dakota County lists the subject site size as 0.26 acres or 11,192 square feet. The site has no street frontage and is currently land locked. The site has a basically level topography. The site overlooks Quigley-Sime Park.

**HIGHEST AND BEST USE ANALYSIS**

☐ Present Use   
 ☐ Proposed Use   
 ☒ Other

**Summary of highest and best use analysis:** Minimum lot size 11,000 sq. ft. Due to the subject site being land locked the Highest and Best Use would be to join the site with and adjacent property owner with street access.

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## Market Area Analysis

File No. 2021040

Client	City of Lakeville				
Property Address	22.47550.00.071				
City	Lakeville	County	Dakota	State	MN Zip Code 55044
Client	City of Lakeville				

### • **Summary Appraisal Report - Residential: Market Area Analysis - Market Area Description and Characteristics**

The City of Lakeville is a southern suburb of the Twin Cities metropolitan area. Encompassing 38-square miles and a population of 55,954 as of 2010. Lakeville, located in Dakota County near the Scott County border. Dakota County has the third-largest population in the state. Lakeville lies on Interstate 35. With that interstate highway link to the Twin Cities and undeveloped land, Lakeville has grown rapidly. The city became notable in 1910 when Marion Savage built The Dan Patch Railroad Line to service his Antlers Amusement Park. Subsequently, Lakeville became a flourishing milling center, and its agriculture industry is still in operation. While many of Lakeville's workers commute northward to Minneapolis, St. Paul, and closer-in suburbs such as Bloomington, Lakeville has had major industry since the 1960s including the Air Lake Industrial Park, which is served by Air Lake Airport, a regional reliever airport.

As its name implies, Lakeville contains several lakes as well as smaller ponds and wetlands within its borders. The two largest lakes include Lake Marion and Orchard Lake, which are heavily used recreational waters used for fishing, boating, and swimming. Smaller named natural lakes include Kingsley Lake and Lee Lake. Valley Lake is a small man-made lake in the northern part of the city.

The subject is located near the intersection of 202nd Street W. and Holyoke Avenue and on the west side of Quigley-Sime Park.

### **Boundaries and Zip Code**

North: 202nd Street W.

South: 210th Street W.

East: Hamburg Avenue

West: Dodd Boulevard

Zip Code 55044

### **Housing Styles and Types**

Single-family homes in the city of Lakeville are designed in a variety of architectural styles which include, rambler, split level, 1.5 story, and 2 story design with attached or detached garages.

### **Market Analysis**

We have researched MLS sales data through Infosparks for; All price ranges, Single-family homes, Traditional sales, and Non-waterfront properties for the city of Lakeville and Zip Code 55044.

Distressed sales are still available in the market but are not considered a factor in the current economy.

Seller concessions of 3%-6% are common in the subject market area.

The unemployment rate for the Twin Cities as of December 2020 was 4.4%, and Nationally is 6.7% currently due to the coronavirus epidemic; therefore, we are unable to address expected market reactions at this time. Stats only reflect the past history and have no reflection on foreseeable market conditions.

We have listed the Median and Average Sales prices for the city of Lakeville and Zip Code 55044 as of March 22, 2021.

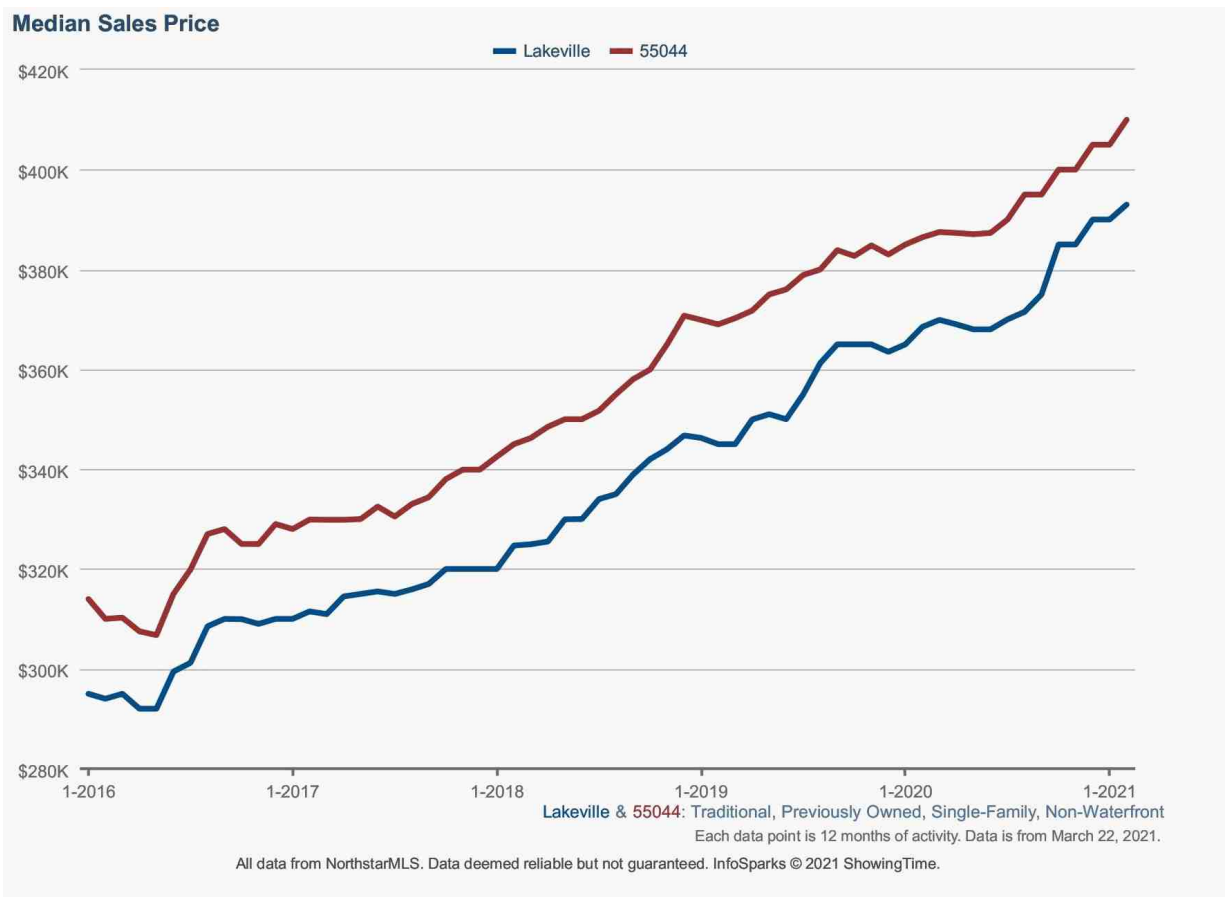
	Median	+/- %	Average	+/- %
<b>Lakeville:</b>	\$393,000	+6.6	\$415,271	+7.1
<b>Zip 55044:</b>	\$410,000	+6.1	\$431,090	+6.0

Listed is the Median: Month's Supply, Days on Market, and Percent of Original Listing Price.

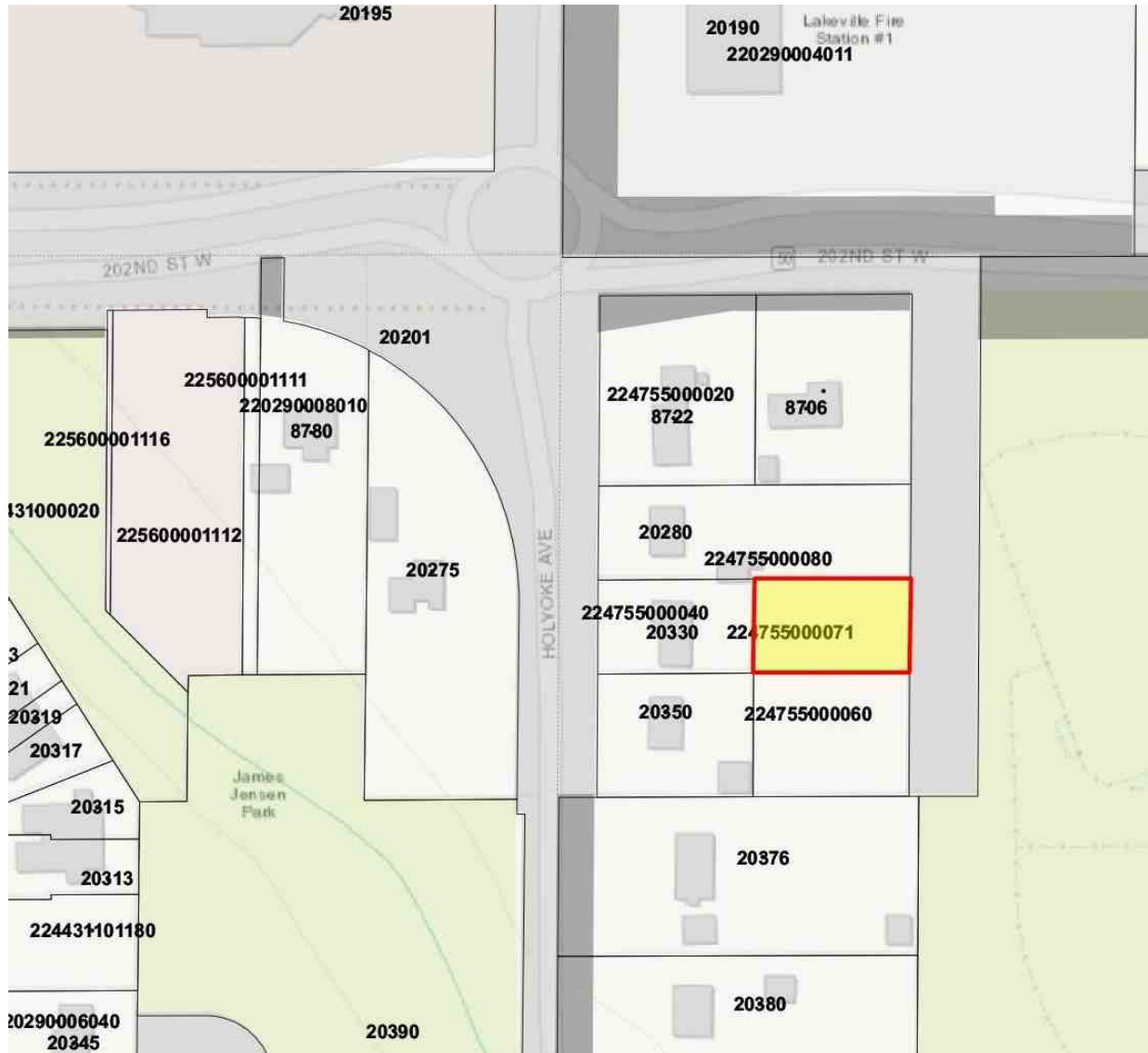
	Supply	Days	%	Closed
<b>Lakeville:</b>	1.2	14	100	824
<b>Zip 55044:</b>	1.3	15	100	710

Based on the above data, the Median sale price has increased approximately 6.0% over the previous year and reflecting a shrinking supply of inventory available on the market.

# Median Sales Price







## Subject Photo Page

Client	City of Lakeville				
Property Address	22.47550.00.071				
City	Lakeville	County	Dakota	State	MN Zip Code 55044
Client	City of Lakeville				



### Subject

22.47550.00.071  
 Sales Price N/A  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Suburban  
 View Park  
 Site 11,192 sf  
 Quality  
 Age



### View from park



### Drainage ditch behind subject

Client:	City of Lakeville	Client File #:	City of Lakeville
Subject Property:	22.47550.00.071, Lakeville, MN 55044	Appraisal File #:	2021040

**SITE VALUATION****Site Valuation Methodology**

☒ **Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

☐ **Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

☐ **Alternative Method:** (Describe methodology and rationale)

**Site Valuation**

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	22.47550.00.071 Lakeville, MN 55044	36.46000.18.094 South Saint Paul, MN 55075		19.03500.14.016 Hastings, MN 55033		01.02100.54.010 Apple Valley, MN 55124	
Proximity to Subject		18.83 miles NE		22.69 miles E		5.55 miles NE	
Data Source/ Verification		CRV County,MLS, CoreLogic		CRV# 938275 County,MLS, CoreLogic		CRV#966661 County,MLS, CoreLogic	
Sales Price	\$ N/A		\$ 2,000		\$ 1,600		\$ 4,000
Price / Sq.Ft.	\$		\$ 0.77		\$ 0.03		\$ 0.21
Sale Date	N/A	05/2019		03/2019		05/2019	
Location	Suburban	Suburban		Suburban		Suburban	
Site Size	11,192 sf	2,614 sf		55,070 sf		18,977 sf	
Site View	Park	Homes		Woods		140th st.	
Site Improvements	None	N/A		N/A		N/A	
Net Adjustment		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
		Net Adj. %		Net Adj. %		Net Adj. %	
Indicated Value		Gross Adj. % \$ 2,000		Gross Adj. % \$ 1,600		Gross Adj. % \$ 4,000	
Prior Transfer History	No 3 year sales history	No 1 year sales history		No 1 year sales history		No 1 year sales history	

**Site Valuation Comments:** See next page.

**Site Valuation Reconciliation:** The above sales prices range from \$0.01 to \$0.77 per square foot. The lower value per square foot is for the larger parcels with limited utility due to wetland area or steep elevations. Comparable sales 1 is located between two homes and has access to 3rd Street and an alley, therefore considered a superior site. The city of Inver Grove Heights purchased comparable 5 to add to the park.

Overall comparable 3 is considered to have the most similarities to the subject in actual size.

We have estimated the subject market value at \$0.21 per square foot.  $\$0.21 \times 11,192 \text{ sq. ft} = \$2,350$ , Rounded to \$2,400.

**Opinion of Site Value** **\$ \$2,400**

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**ADDITIONAL COMPARABLE SITES**

<b>Client:</b>	City of Lakeville	<b>Client File #:</b>	City of Lakeville
<b>Subject Property:</b>	22.47550.00.071, Lakeville, MN 55044	<b>Appraisal File #:</b>	2021040

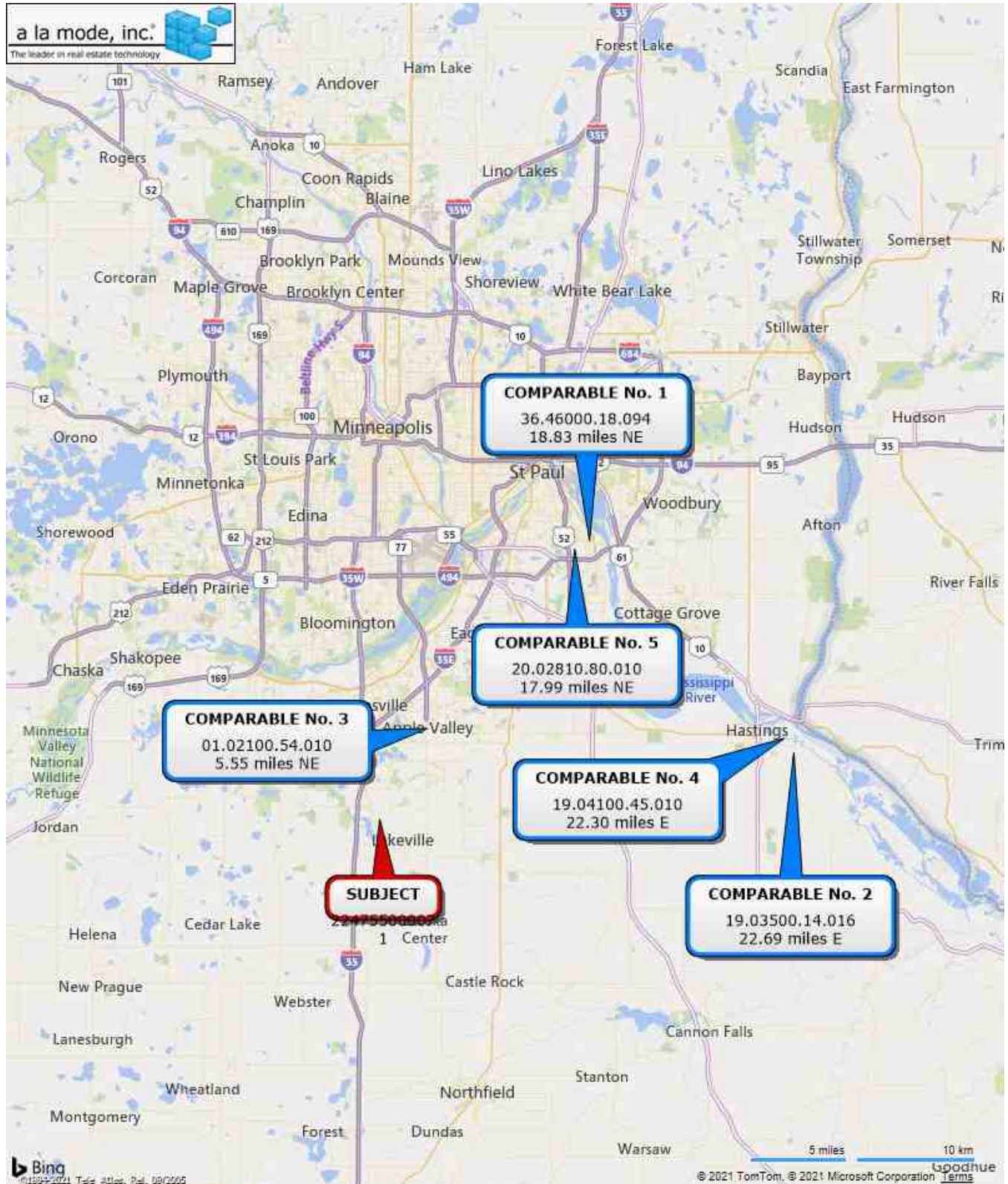
SITE VALUATION											
ITEM		SUBJECT		COMPARISON 4		COMPARISON 5		COMPARISON 6			
Address		22.47550.00.071 Lakeville, MN 55044		19.04100.45.010 Hastings, MN 55033		20.02810.80.010 Inver Grove Heights, MN 55077					
Proximity to Subject				22.30 miles E		17.99 miles NE					
Data Source/ Verification				CRV 980861 County,MLS, CoreLogic		CRV#1056864 County,MLS, CoreLogic					
Sales Price		\$	N/A		\$	9,000		\$	10,000		\$
Price / Sq.Ft.		\$			\$	0.01		\$	0.23		\$
Sale Date		N/A		07/2019		01/2020					
Location		Suburban		Suburban		Suburban					
Site Size		11,192 sf		1,411,317 sf		43,560 sf					
Site View		Park		Wetland by River		Access to Seidl					
Site Improvements		None		None		None					
Net Adjustment				<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$			
				Net Adj. %		Net Adj. %		Net Adj. %			
Indicated Value				Gross Adj. % \$ 9,000		Gross Adj. % \$ 10,000		Gross Adj. % \$			
Prior Transfer History	No 3 year sales history			No 1 year sales history			No 1 year sales history				
<b>Comments:</b> Comparable 1 This parcel was purchased from Northern States Power. The parcel is located between two residential homes and has street and alley access.  Comparable 2 This parcel was purchased from the State of Minnesota . The parcel was landlocked with no access. The site was purchased by Michael & Amy Bauer the adjacent property owners to the west.  Comparable 3 Buyer owned adjacent property. The site abuts 140th street and has a bituminous path on the southside of the site along 140th Street.  Comparable 4 Parties of the sale new each other. A large portion of the site is wetland area near the Mississippi River and abuts DNR property.  Comparable 5 Buyer owned adjacent property (City of Inver Grove Heights). A portion of the site is in a pond/lake an is adjacent Siedl's Park.											

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## Comparable Sales Map

Client	City of Lakeville						
Property Address	22.47550.00.071						
City	Lakeville	County	Dakota	State	MN	Zip Code	55044
Client	City of Lakeville						



## Comparable Photo Page

Client	City of Lakeville				
Property Address	22.47550.00.071				
City	Lakeville	County	Dakota	State	MN Zip Code 55044
Client	City of Lakeville				



### Comparable 1

36.46000.18.094  
 Prox. to Subject 18.83 miles NE  
 Sales Price 2,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Suburban  
 View Homes  
 Site 2,614 sf  
 Quality  
 Age



### Comparable 2

19.03500.14.016  
 Prox. to Subject 22.69 miles E  
 Sales Price 1,600  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Suburban  
 View Woods  
 Site 55,070 sf  
 Quality  
 Age



### Comparable 3

01.02100.54.010  
 Prox. to Subject 5.55 miles NE  
 Sales Price 4,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Suburban  
 View 140th st.  
 Site 18,977 sf  
 Quality  
 Age



**Comparable Photo Page**

Client	City of Lakeville						
Property Address	22.47550.00.071						
City	Lakeville	County	Dakota	State	MN	Zip Code	55044
Client	City of Lakeville						

**Comparable 4**

19.04100.45.010

Prox. to Subject 22.30 miles E

Sale Price 9,000

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location Suburban

View Wetland by River

Site 1,411,317 sf

Quality

Age

**Comparable 5**

20.02810.80.010

Prox. to Subject 17.99 miles NE

Sale Price 10,000

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location Suburban

View Access to Seidl

Site 43,560 sf

Quality

Age

**Comparable 6**

Prox. to Subject

Sale Price

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location

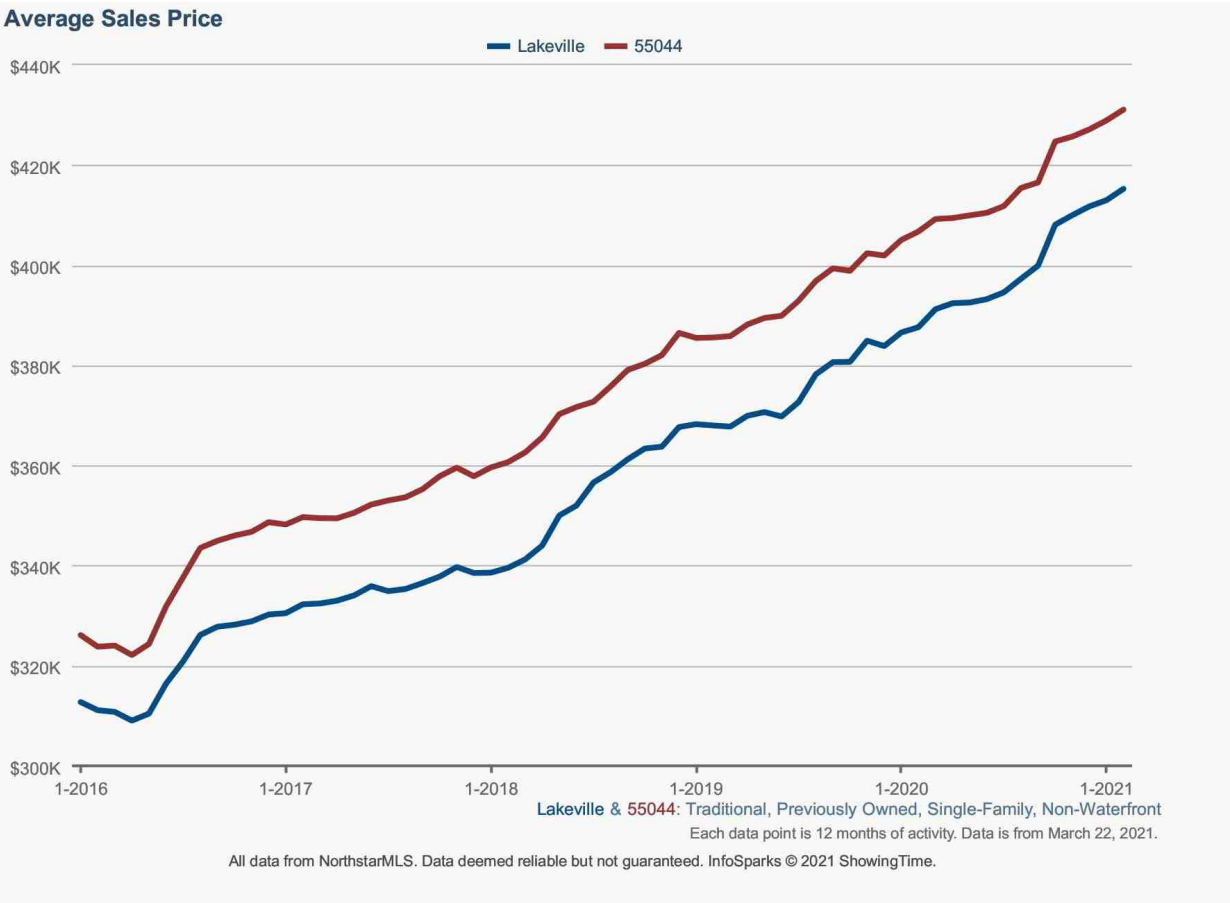
View

Site

Quality

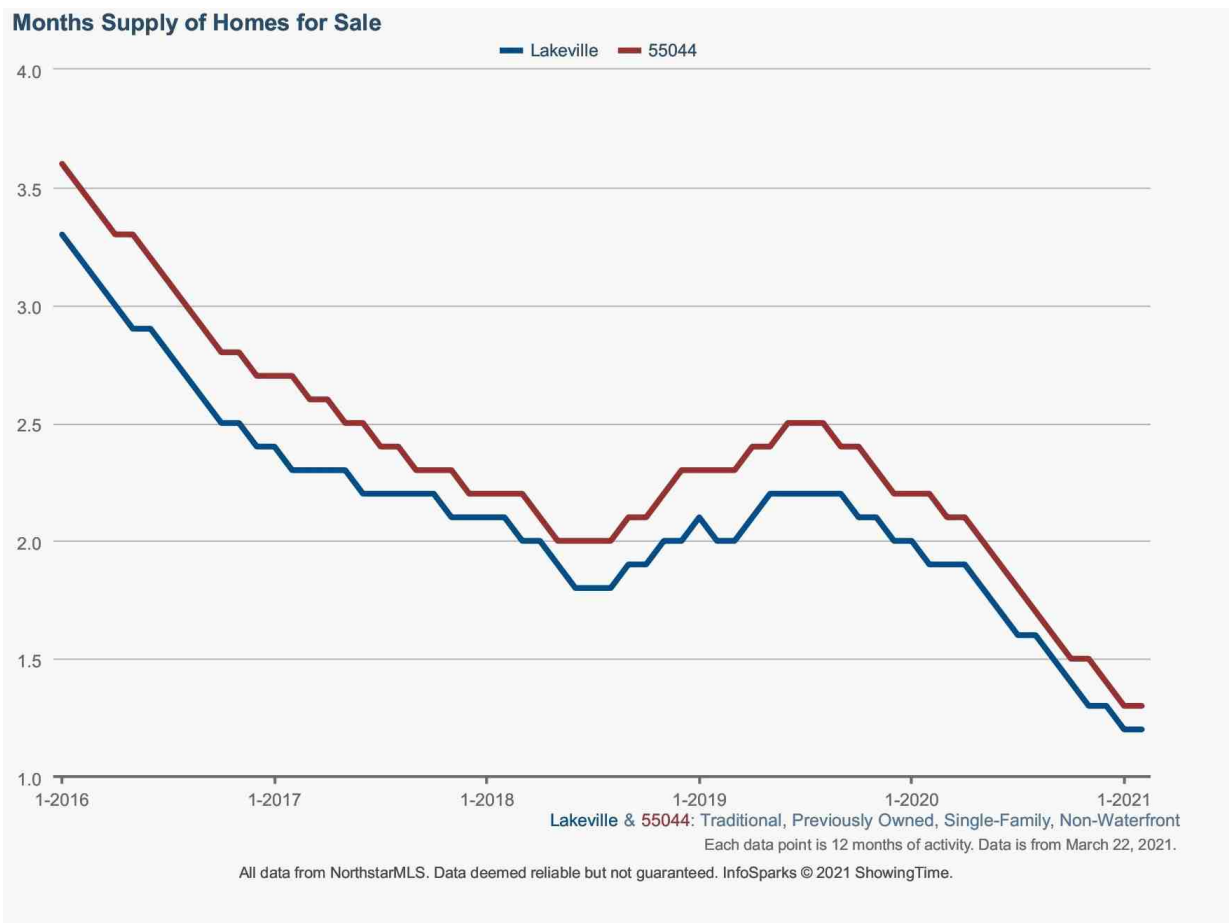
Age

### Average Sales Price

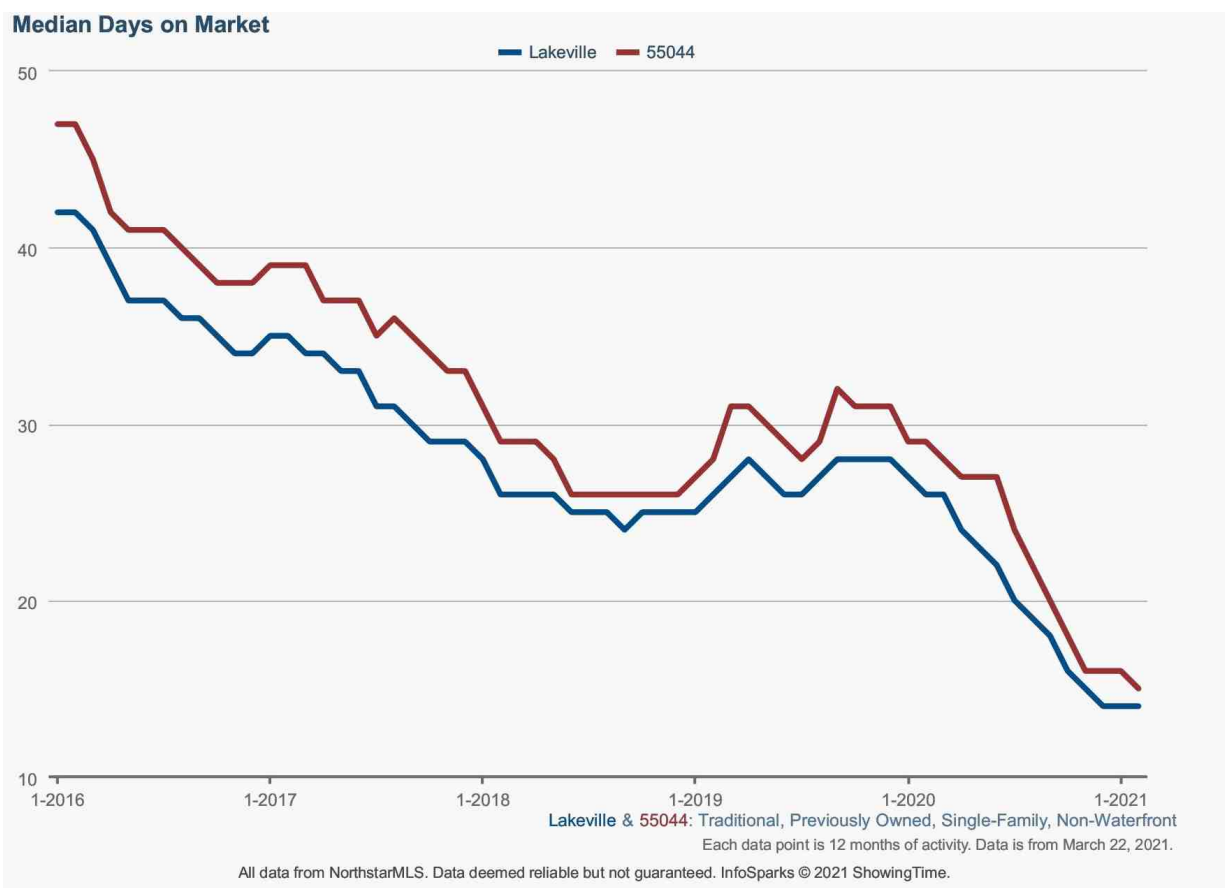




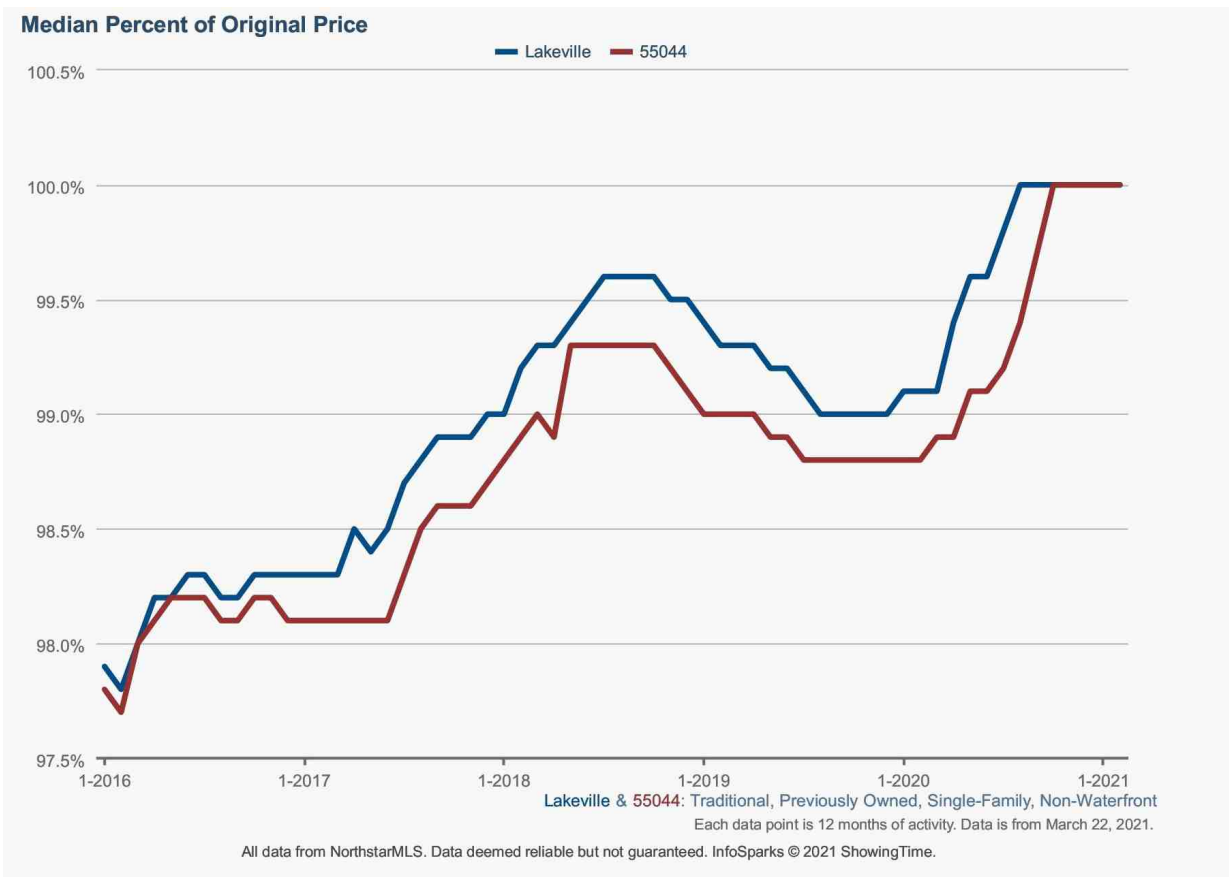
## Months Supply



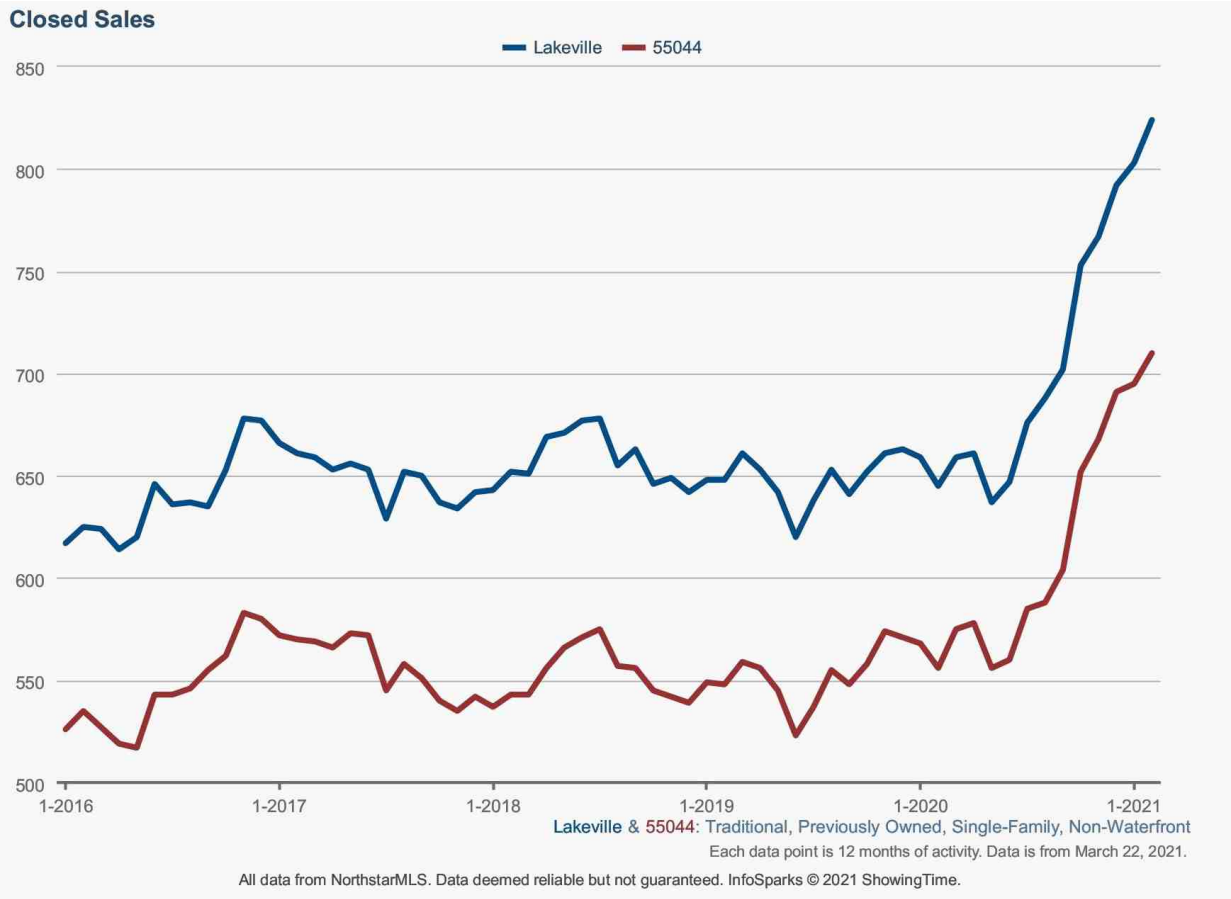
## Days on Market



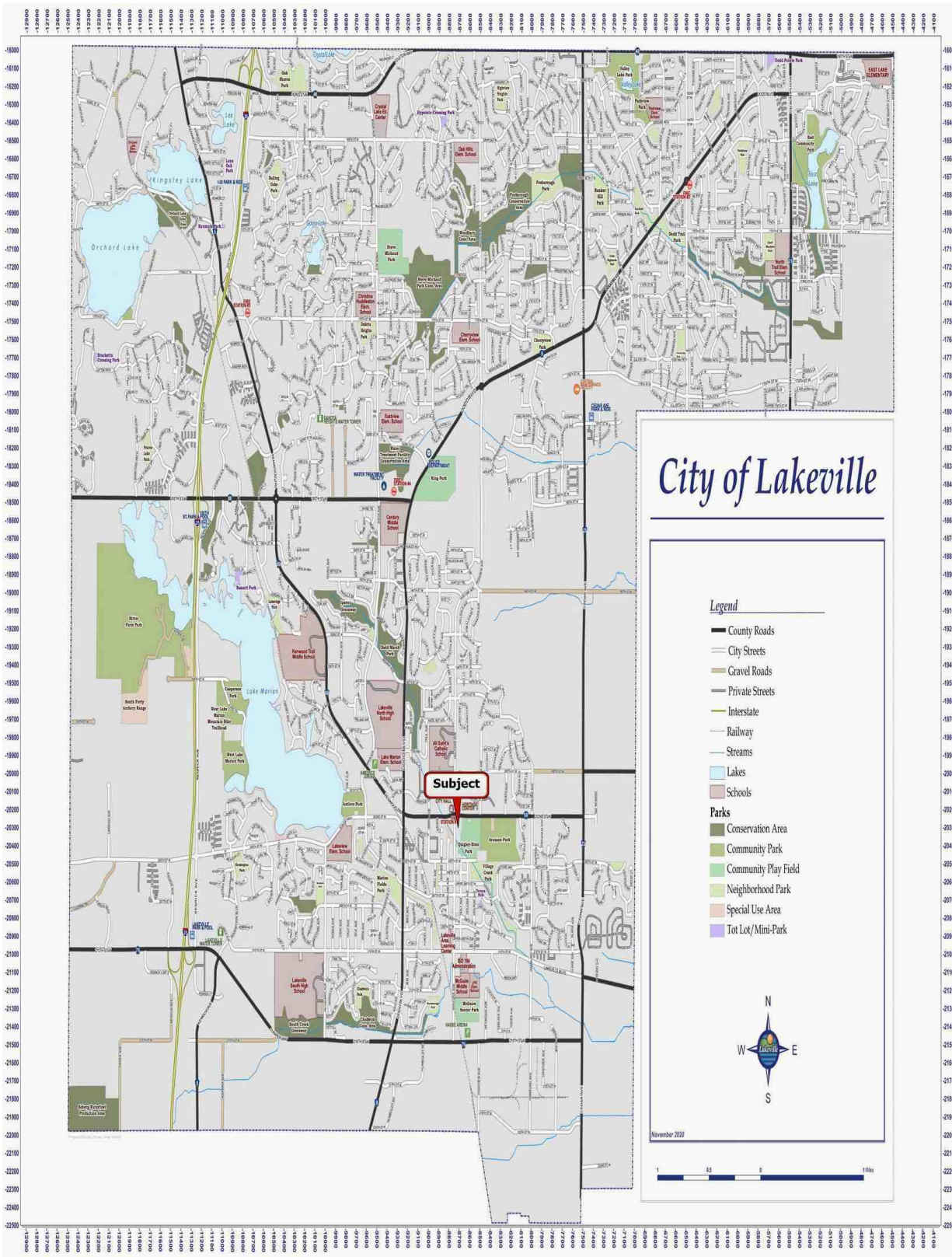
## Percent of Original Price



Closed Sales

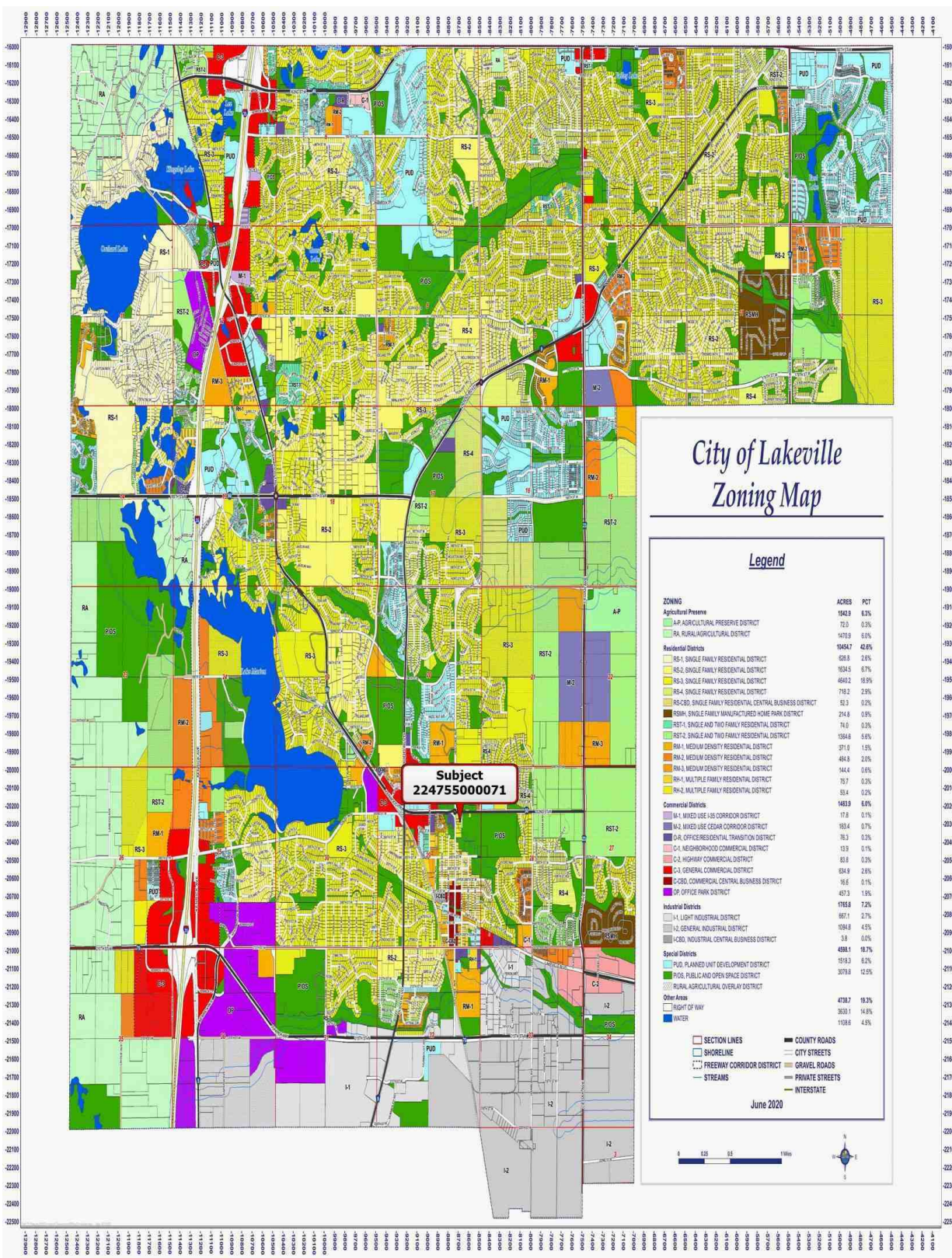


## City map





## Zoning Map



## APPRAISER DISCLOSURE STATEMENT

File No. 2021040Name of Appraiser: Todd K. Wicker

Class of Certification/Licensure: ☒ Certified General  
☐ Certified Residential  
☐ Licensed Residential  
☐ Temporary ☐ General ☐ Licensed

Certification/Licensure Number: 4002890Certification/Licensure State: MN Expires: 08/31/2022

Scope: This Report ☒ is within the scope of my Certification or License  
☐ is not within the scope of my Certification or License

Service Provided By: ☒ Disinterested & Unbiased Third Party  
☐ Interested & Biased Third Party  
☐ Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:



This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

Client:	City of Lakeville	Client File #:	City of Lakeville
Subject Property:	22.47550.00.071, Lakeville, MN 55044	Appraisal File #:	2021040

## STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

## VALUE DEFINITION

☐ Market Value Definition (below)

☐ Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 5th ed., Appraisal Institute

\* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).



Client:	City of Lakeville	Client File #:	City of Lakeville
Subject Property:	22.47550.00.071, Lakeville, MN 55044	Appraisal File #:	2021040

**APPRAISER CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

☒ None      ☐ Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property inspected by Appraiser      ☒ Yes      ☐ No

Property inspected by Co-Appraiser      ☐ Yes      ☐ No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment:      ☐ None      ☐ Specify services provided:

**ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS, CANDIDATES AND PRACTICING AFFILIATES**

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

■ I am a Practicing Affiliate of the Appraisal Institute. As of the date of this report, I have completed the Standard and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

**APPRAISERS**

APPRAISER:

Signature



Name      Todd K. Wicker

Report Date      04/16/2021

Trainee ☐      Licensed ☐      Certified Residential ☐      Certified General ☒

License #      4002890      State      MN

Expiration Date      08/31/2022

CO-APPRAISER:

Signature

Name

Report Date

Trainee ☐      Licensed ☐      Certified Residential ☐      Certified General ☐

License #           State

Expiration Date

\* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

AI Reports® AI-900.04 Certification, Assumptions and Limiting Conditions

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January 2013

## Qualifications

**TODD K. WICKER**  
**CERTIFIED GENERAL REAL PROPERTY APPRAISER**  
**ID #4002890**  
**11479 Rich Valley Boulevard**  
**Inver Grove Heights, MN 55077**  
**Office (651) 306-0916**  
**Fax (651) 306-1287**  
**todd@twickerappraisals.com**

### Professional Experience

T. Wicker Appraisals, Inc. Inver Grove Heights, MN 55077	July 1999 to Present
GJS Appraising 100 Prairie Center Drive #150 Eden Prairie, MN 55344	March 1998-July 1999
Real Estate Sales Edina Realty Burnsville, MN 55337	February 1995-May 1998

### Types of Properties Appraised

Single Family Residential, FHA Appraisals, 2-4 Unit Small Income Properties, Condominiums, Town homes, Vacant Land, Farms and New Construction, Commercial, Litigation and Condemnation

### Sample of Clients Served

Anchor Bank, Financial One Credit Union, PCV Murcor, Clear Capital

### Member of:

Affiliate Member of The Appraisal Institute  
 Saint Paul Association of Realtors

### Education – Real Estate Appraising

7-Hour National USPAP Update 2012– Appraisal Institute  
 Business Practices and Ethics – Appraisal Institute  
 Basic Income Capitalization – Appraisal Institute  
 Mini Master of Real Estate Appraisal – University of St. Thomas  
 Apartment Appraisal – Appraisal Institute  
 Data Analysis In A Declining Market - Kaplan  
 Environmental Hazards  
 FIRREA: Overview and Practical Application  
 Investment Property Appraisal  
 Discounted Cash Flow Analysis  
 Direct Capitalization – Appraisal Institute  
 FHA Appraisal and Construction Standards - Kaplan

### County's covered

Anoka, Carver, Chisago, Dakota, Goodhue, Hennepin, Pine, Ramsey, Rice, Scott, Washington

## License

## STATE OF MINNESOTA



TODD KENNETH WICKER  
11479 RICH VALLEY BLVD  
INVER GROVE HGTS, MN 55077

## Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that  
TODD KENNETH WICKER

11479 RICH VALLEY BLVD  
INVER GROVE HGTS, MN 55077

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

**Resident Appraiser : Certified General**

**License Number: 4002890**

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2022.

**IN TESTIMONY WHEREOF, I have hereunto set my hand this July 07, 2020.**

## COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division  
85 7th Place East, Suite 500  
St. Paul, MN 55101-3165  
Telephone: (651) 539-1599  
Email: [licensing.commerce@state.mn.us](mailto:licensing.commerce@state.mn.us)  
Website: [commerce.state.mn.us](http://commerce.state.mn.us)

## Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at [commerce.state.mn.us](http://commerce.state.mn.us).

**Reconveyance of Forfeited Lands to the State of Minnesota**  
**By a Governmental Subdivision**  
**Under Minnesota Statutes, Section 282.01, Subdivision 1d**

State Deed Tax Due: \$1.65  
 Date: September 6, 2022

WHEREAS, pursuant to the statute now codified as Minnesota Statutes, Section 282.01, Subdivision 1a(e), the State of Minnesota, on the 27th day of August, 1993, conveyed to City of Lakeville, a governmental subdivision of the State of Minnesota (hereinafter "Governmental Subdivision"), by state deed numbered 179454, the real property described below (hereinafter "Property") to be used for an authorized public use, and

WHEREAS, the Governmental Subdivision has either failed to put the Property to the public use for which it was conveyed, or has abandoned the public use for which it was conveyed, and now desires to reconvey the Property under Minnesota Statutes, Section 282.01, Subdivision 1d to the State of Minnesota, to be held in trust according to Minnesota Statutes, Section 281.25,

NOW THEREFORE, the Governmental Subdivision, pursuant to said laws, and pursuant to the duly adopted resolution of its governing body number 22-1, dated September 6, 2022, does hereby convey and quitclaim the property in the County of Dakota, described as follows, together with all appurtenances thereunto belonging:

22-47550-00-071

Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof.

to the State of Minnesota, to be held in trust as provided by Minnesota Statutes, Section 281.25, upon like conditions and with like effect as if the Property had not been conveyed to the Governmental Subdivision for a public use.

Check here if all or part of the described real property is Registered (Torrens) ☐

City of Lakeville

(Name of Governmental Subdivision)

By:

Signature

Title

Date

By:

Signature

Title

Date

STATE OF MINNESOTA )

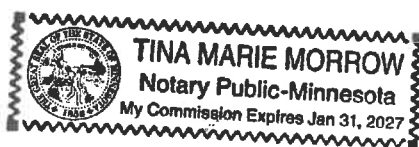
) ss.

County of Dakota )

The foregoing instrument was acknowledged before me this 6th day of September, 2022, by Luke Heller and Ann Orlofsky, respectively the Acting Mayor and the City Clerk of Lakeville, a Governmental Subdivision under the laws of the State of Minnesota, on behalf of the City

Notary

Date



Form approved by the Attorney General's Office.

THIS INSTRUMENT WAS DRAFTED BY:  
Minnesota Department of Revenue  
600 N. Robert St.  
St. Paul, MN 55101  
(651) 556-3000

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN  
THIS INSTRUMENT SHOULD BE SENT TO:

County Auditor  
Dakota County  
1590 Highway 55  
Hastings, MN 55033

## Approval

The undersigned, acting for the Commissioner of Revenue of the State of Minnesota, under delegation of authority duly filed with the Secretary of State, does hereby approve the foregoing conveyance to the State of Minnesota.

Dated: 9-21-22

STATE OF MINNESOTA

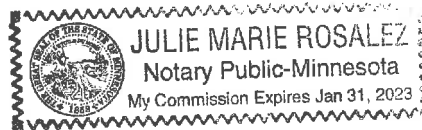
Lee Hb  
Deputy Commissioner of Revenue

By: [Signature]  
The duly appointed delegate of the Commissioner of Revenue, for these purposes.

STATE OF MINNESOTA )  
  )ss.  
COUNTY OF RAMSEY )

This Approval was acknowledged before me on 9-21-22 by Sarah Adam,  
the duly appointed delegate of the commissioner of revenue for these purposes.

Julie M Rosalez 9-21-2022  
Notary Date



Receipt:# 790305

QCD \$46.00  
CONV \$5.00  
SDT \$1.65

No Delinquent Taxes  
Transfer Entered  
CRV Not Required

Return to:  
LAURIE AND THOMAS  
STEEVES  
20280 HOLYOKE AVE  
LAKEVILLE MN 55044

Office of the County Recorder  
Dakota County, Minnesota  
Amy A. Koethe, County Recorder  
Amy A. Koethe, Treasurer Auditor

By: SMK, Deputy

Recorded on: 8/18/2021 10:06 AM

3485070

22-47550-00-071 (Reserved for Recording Data)

## QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: ~~\$7.92~~ \$1.65 *TS*

Dated: 8/18, 2021.

**FOR VALUABLE CONSIDERATION, CITY OF LAKEVILLE**, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to **THOMAS H. STEEVES** and **LAURIE K. STEEVES**, husband and wife, as joint tenants, Grantees, real property in Dakota County, Minnesota, described as follows:

Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof.

together with all hereditaments and appurtenances belonging thereto.

The consideration for this transfer was less than \$3,000.00.

Check box if applicable:

- ☒ The Grantors certify that the Grantors do not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property has not changed since the last previously filed well disclosure certificate.

## CITY OF LAKEVILLE

(SEAL)

BY:   
 Douglas P. Anderson, Mayor

AND:   
 Tamara Wallace, Deputy City Clerk

STATE OF MINNESOTA    )  
                                   ) ss.  
 COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2021, by Douglas P. Anderson and by Tamara Wallace, the Mayor and Deputy City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



Rachael A Bond  
 NOTARY PUBLIC

Check here if part or all of the land is Registered (Torrens) \_\_\_\_

Tax Statements for the real property  
 described in this instrument should be sent to:  
 Thomas H. Steeves and Laurie K. Steeves  
 20280 Holyoke Ave.  
 Lakeville, Minnesota 55044

**DRAFTED BY:**  
**CAMPBELL KNUTSON, P.A.**  
 Grand Oak Office Center I  
 860 Blue Gentian Road, Suite 290  
 Eagan, Minnesota 55121  
 Telephone: 651-452-5000  
 AMP/smt



## Legal Descriptions

City of Lakeville parcel in a Conditional Use Deed

22-47550-00-071

“Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof.”

Adjacent Owners original parcel

22-47550-00-081

“All of Lots 3 and 8, Marrinan Addition, Dakota County, Minnesota.”

Combined Parcel

“Lots 3, 7 and 8, Marrinan Addition, Dakota County, Minnesota.”



**CITY OF LAKEVILLE**

**RESOLUTION NO. 22-151**

**Resolution Authorizing the Reconveyance of Forfeited Land to the State of Minnesota**

**WHEREAS**, on August 27, 1993, the State of Minnesota, pursuant to Minnesota Statutes, Section 282.01, and by state deed numbered 179454, conveyed to the City of Lakeville the real property legally described below (hereinafter "Property") with the restriction that the Property be used exclusively for the authorized public use of conservation and park purposes:

- Lot 7, Marrinan Addition, Dakota County, Minnesota, according to the recorded plat thereof. (22-47550-00-071)

**WHEREAS**, the City of Lakeville has determined it will not need the Property for conservation and park purposes and wishes to reconvey the Property back to the State of Minnesota.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lakeville, Minnesota:

1. That the City of Lakeville approves the reconveyance of the Property to the State of Minnesota.
2. That the Mayor, City Clerk and City Engineer are authorized to execute all documents necessary, as required by the Minnesota Department of Revenue, to effect the reconveyance of the Property back to the State of Minnesota.

**ADOPTED** by the Lakeville City Council this 17th day of October 2022.

**CITY OF LAKEVILLE**

  
Douglas P. Anderson, Mayor

ATTEST:

  
Ann Orlofsky, City Clerk



# Board of Commissioners

## Request for Board Action

Item Number: DC-1573

Agenda #: 15.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Regular Action

### TITLE

**Certification Of Dakota County Portion Of 2023 Vermillion River Watershed Management Tax District Tax Levy**

### PURPOSE/ACTION REQUESTED

Certify the proposed 2023 levy of \$964,900 for the Dakota County portion of the Vermillion River Watershed Management Tax District.

### SUMMARY

Dakota County and Scott County entered into a Joint Powers Agreement (JPA) to govern the Vermillion River Watershed (Resolution No. 02-347; June 25, 2002). The JPA establishes a Joint Powers Board consisting of two commissioners from Dakota County and one commissioner from Scott County. Dakota County provides the primary staff support to the watershed organization with proportionate assistance from Scott County staff. The JPA also provides that by September 1 of each year, the Joint Powers Board will adopt a draft budget for the following calendar year and recommend a levy to each county for its share of costs for watershed organization activities.

The Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District (Ordinance No. 127) to fund Dakota County's portion of the watershed organization's activities (Resolution No. 02-296; June 4, 2002). Adopting a levy for the Watershed Management Tax District enables the County to tax property owners within the Dakota County portion of the watershed to fund services provided to them by the watershed organization rather than funding the services through the County's general levy. By statute, any proposed levy on the Watershed Management Tax District for taxes payable in 2023 must be certified by September 15, 2022. Dakota County's 2022 levy for the Watershed Management Tax District was \$967,500; Scott County's levy was \$32,500.

### Proposed 2023 Levy

On December 1, 2022, the Vermillion River Watershed Joint Powers Board adopted a final 2023 budget of \$3,421,830 (see Attachment: VRWJPO 2023 Budget) and recommended a proposed levy of \$964,900 for the Dakota County portion of the Tax District (the proposed Scott County levy for 2023 is \$35,100) resulting in no change from the 2022 overall levy. The change in levy amounts results from apportionment according to tax capacity. The proposed 2023 budget includes an anticipated 2022 fund balance of approximately \$1,708,073, which is increased from \$1,259,576 in 2022.

In 2022, activities focused on monitoring water quantity and quality, cost-sharing capital improvement

projects and best management practices, educating the public on water resources, managing the implementation of grant-funded projects, and implementing a permit program in one township. In 2023, the Vermillion River Watershed Joint Powers Organization (VRWJPO) will implement the current watershed plan and continue coordination with local governments in project development and implementation, program evaluation, and permit oversight.

## RECOMMENDATION

It is recommended that Dakota County certify a levy of \$964,900 on the Dakota County portion of the Vermillion River Watershed Management Tax District for taxes payable in 2023.

## EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2023 levy of \$964,900 for the Dakota County portion of the Vermillion River Watershed Management Tax District represents a 0.03 percent decrease from the amount levied in 2022. The impact of this levy on a median value property within the Dakota County portion of the District (with a value of \$359,600 for taxes payable in 2023), and also reflecting valuation changes and resulting tax shifts among all property types for 2023, is to decrease the tax from \$10.33 in 2022 to \$10.15 in 2023 (-1.8%) (see Attachment: Vermillion River Watershed Management Tax District Levy 2023 Estimate). The Vermillion River Watershed tax appears as a part of the "special taxing district" item on the tax statement.

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

## RESOLUTION

WHEREAS, by Resolution No. 02-347 (June 25, 2002), the Dakota County Board of Commissioners approved a Joint Powers Agreement between Dakota County and Scott County to govern the Vermillion River Watershed; and

WHEREAS, the joint powers agreement establishes a Joint Powers Board consisting of two commissioners from Dakota County and one from Scott County; and

WHEREAS, funding is needed for Dakota County's share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, by Resolution No. 02-296 (June 4, 2002), the Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District, through Ordinance No. 127, to fund Dakota County's share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, approval and adoption of the Watershed Management Plan, as required by Minn. Stat. Ch. 103B, occurred in June 2016; and

WHEREAS, the joint powers agreement states that the Vermillion River Watershed Joint Powers Board will adopt a budget and recommend a levy for the portion of the Watershed Management Tax District in each county by September 1 of each year; and

WHEREAS, on December 1, 2022, the Vermillion River Watershed Joint Powers Board adopted a proposed budget of \$3,421,830, including the use of 2022 fund balance and grant revenues, and

recommended that the levy for the Dakota county portion be \$964,900 and the levy for the Scott County portion be \$35,100; and

WHEREAS, Dakota County must certify a levy on the Watershed Management Tax District by December 28, 2022, to be effective for taxes payable in 2023; and

WHEREAS, Dakota County certified a proposed levy of \$964,900 for the Vermillion River Watershed Management Tax District on September 6, 2022, to be effective for taxes payable in 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby certifies the Dakota County portion of the Vermillion River Watershed Management Tax District levy in the amount of \$964,900 for taxes payable in 2023.

### **PREVIOUS BOARD ACTION**

02-296; 6/4/02

02-347; 6/25/02

22-381; 9/6/22

### **ATTACHMENTS**

Attachment: VRWJPO 2023 Budget

Attachment: Watershed Mgmt. Tax District Estimate

### **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: Nikki Stewart

Author: Mark Zabel

## VRWJPO 2023 Budget

<u>Category</u>		<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
<b>EXPENSES</b>						
<b>Administration and Operations</b>	1	Dakota County VRW Staff	\$180,500	5.3%	\$180,500	9.3%
	2	Scott County VRW Staff	\$15,000	0.4%	\$15,000	0.8%
	-2170020000 3	Other Dakota County Staff Time	\$12,000	0.4%	\$12,000	0.6%
	4	Legal Support	\$25,000	0.7%	\$25,000	1.3%
	5	Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000	0.2%	\$6,000	0.3%
	6	Training, Conferences, and Certifications	\$2,000	0.1%	\$2,000	0.1%
<b>Subtotal Administrative</b>			<b>\$240,500</b>	<b>7.0%</b>	<b>\$240,500</b>	<b>12.4%</b>
<b>Research and Planning</b>	1	Dakota SWCD Incentive Program Policy Assistance	\$1,600	0.0%	\$1,600	0.1%
	-2170020130 2	Scott County Staff	\$2,000	0.1%	\$2,000	0.1%
	3	VRW Staff	\$15,000	0.4%	\$12,000	0.6%
<b>Subtotal Research and Planning</b>			<b>\$18,600</b>	<b>0.5%</b>	<b>\$15,600</b>	<b>0.8%</b>
<b>Monitoring and Assessment</b>	1	Vermillion River Monitoring Network in Dakota Co.				
	1a	Staff Time for Sample Collection, Equipment Installation, Maintenance	\$39,000	1.1%	\$39,000	2.0%
	-2170020230 1b	Data analysis, database management, data reporting, FLUX modeling	\$17,000	0.5%	\$17,000	0.9%
	1c	Water Quality Sample Analysis and QA/QC samples	\$19,000	0.6%	\$19,000	1.0%
	1d	Equipment and Supplies	\$8,000	0.2%	\$8,000	0.4%
	2	Vermillion River Monitoring Network in Scott Co	\$9,800	0.3%	\$9,800	0.5%
	3	USGS Cost Share for Blaine Ave. Station	\$8,900	0.3%	\$8,900	0.5%
	4	DNR Flow Gaging Assistance	\$9,700	0.3%	\$9,700	0.5%
	5a	Biological and Habitat Assessments	\$7,000	0.2%	\$7,000	0.4%
	5b	Electrofishing	\$16,000	0.5%	\$16,000	0.8%
	6	Monitoring Programs Review and Evaluation	\$15,000	0.4%	\$15,000	0.8%
	7	General GIS support (Dakota SWCD)	\$5,000	0.1%	\$5,000	0.3%
	8	Nitrate Treatment Practice Sampling	\$1,000	0.0%	\$1,000	0.1%



VRWJPO 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
	9 Iron Enhanced Sand Filter Performance Sampling	\$2,000	0.1%	\$2,000	0.1%
<b>Subtotal Monitoring and Data Analysis</b>		<b>\$157,400</b>	<b>4.6%</b>	<b>\$157,400</b>	<b>8.1%</b>
<b>Public Communications and Outreach</b>  -2170020330	1 Communication and Outreach Staff	\$100,000	2.9%	\$100,000	5.1%
	2 Vermillion River Watch Program	\$6,000	0.2%	\$6,000	0.3%
	3 Vermillion River Stewards	\$0	0.0%	\$0	0.0%
	4 Scott County Outreach Efforts	\$2,250	0.1%	\$2,250	0.1%
	5 Vermillion River Watershed Projects Signage and Map Updates	\$10,000	0.3%	\$5,000	0.3%
	6 Newsletter, Mailings, Website, General Communication Materials	\$10,000	0.3%	\$10,000	0.5%
	7 Landscaping for Clean Water Workshop Program (Dakota SWCD)	\$30,400	0.9%	\$30,400	1.6%
	8 K-12 Classroom Presentations (Dakota SWCD)	\$4,000	0.1%	\$4,000	0.2%
	9 Watershed Tours	\$0	0.0%	\$0	0.0%
	10 Local Standards/ Ordinance and Turf/ Salt Workshops	\$3,500	0.1%	\$3,500	0.2%
<b>Subtotal Public Outreach and Communication</b>		<b>\$166,150</b>	<b>4.9%</b>	<b>\$161,150</b>	<b>8.3%</b>
<b>Regulation</b>  -2170020530	1 Scott SWCD Assistance with Plan Review	\$900	0.0%	\$900	0.0%
	2 Engineering Assistance and Review	\$35,000	1.0%	\$35,000	1.8%
	3 VRW Staff Local Program Assistance	\$20,000	0.6%	\$20,000	1.0%
<b>Subtotal Regulation</b>		<b>\$55,900</b>	<b>1.6%</b>	<b>\$55,900</b>	<b>2.9%</b>
<b>Coordination and Collaboration</b>  -2170020531	1 Coordination VRW Staff	\$32,000	0.9%	\$32,000	1.6%
	2 Wetland Health Evaluation Program Cost Share	\$0	0.0%	\$0	0.0%
	3 Children's Water Festival Support	\$600	0.0%	\$600	0.0%
	4 Watershed Partners	\$5,000	0.1%	\$5,000	0.3%
	5 Master Water Stewards	\$5,000	0.1%	\$5,000	0.3%
<b>Subtotal Coordination and Collaboration</b>		<b>\$42,600</b>	<b>1.2%</b>	<b>\$42,600</b>	<b>2.2%</b>
<b>Land and Water Treatment</b>					
<b>Capital Improvement</b>	1 Cost Share Programs in Dakota County (SWCD)	\$80,000	2.3%	\$80,000	4.1%



VRWJPO 2023 Budget

<u>Category</u>		<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
<b>Projects</b>  -2170920130	2	Cost Share Programs in Scott County (SWCD)	\$31,300	0.9%	\$31,300	1.6%
	3	Cost-share	\$250,000	7.3%	\$215,550	11.1%
	4	WBIF match	\$70,000	2.0%	\$0	0.0%
<b>Subtotal Capital Improvement Projects</b>			<b>\$431,300</b>	<b>12.6%</b>	<b>\$326,850</b>	<b>16.8%</b>
<b>Maintenance</b>  -2170920130	1	Past projects maintenance/ repair	\$70,000	2.0%	\$40,000	2.1%
	2	CIP construction oversight, maintenance/ repair staff costs	\$25,000	0.7%	\$25,000	1.3%
<b>Subtotal Maintenance</b>			<b>\$95,000</b>	<b>2.8%</b>	<b>\$65,000</b>	<b>3.3%</b>
<b>Feasibility/Preliminary Studies</b>  -2170020631	1	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$40,000	1.2%	\$40,000	2.1%
	2	Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$180,000	5.3%	\$150,000	7.7%
<b>Subtotal Feasibility/Preliminary Studies</b>			<b>\$220,000</b>	<b>6.4%</b>	<b>\$190,000</b>	<b>9.8%</b>
<b>Irrigation Audit and Cost Share Program</b>  2170020431	1	Irrigation Audits	\$10,000	0.3%	\$5,000	0.3%
	2	Irrigation Cost-Share	\$10,000	0.3%	\$5,000	0.3%
<b>Subtotal Irrigation Audit and Cost Share</b>			<b>\$20,000</b>	<b>0.6%</b>	<b>\$10,000</b>	<b>0.5%</b>
<b>2020-2023 WBIF Grant (BWSR) North Creek</b>						
-2170020853	1	North Creek Stabilization	\$337,500	9.9%	\$288,700	14.9%
	2	VRWJPO cash match	\$50,000	1.5%	\$50,000	2.6%
<b>Subtotal 2020-2023 WBIF Grant North Creek Stabilization</b>			<b>\$387,500</b>	<b>11.3%</b>	<b>\$338,700</b>	<b>17.4%</b>
<b>2020-2023 WBIF Grant (BWSR) Farmington Direct</b>						
-2170020854	1	Farmington Direct Drainage Assessment	\$0	0.0%	\$13,300	0.7%
	2	VRWJPO cash match	\$0	0.0%	\$3,330	0.2%
<b>Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage</b>			<b>\$0</b>	<b>0.0%</b>	<b>\$16,630</b>	<b>0.9%</b>
<b>2020-2023 WBIF Grant (BWSR) Hastings Direct</b>						
	1	Hastings Direct Drainage Assessment	\$26,700	0.8%	\$26,700	1.4%

VRWJPO 2023 Budget

<u>Category</u>		<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
-2170020855		2 VRWJPO cash match	\$3,330	0.1%	\$3,330	0.2%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage			\$30,030	0.9%	\$30,030	1.5%
2020-2023 WBIF Grant						
(BWSR) Ravenna Basins		1 Ravenna Basins Restoration	\$0	0.0%	\$59,000	3.0%
-2170020856		2 VRWJPO cash match	\$0	0.0%	\$26,000	1.3%
Subtotal 2020-2023 WBIF Grant Ravenna Basins Restoration			\$0	0.0%	\$85,000	4.4%
CWF Competitive Grant						
(BWSR) Foxborough TSS		1 Foxborough Park TSS Project	\$346,500	10.1%		
-2170020859		2 VRWJPO cash match	\$30,000	0.9%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project			\$376,500	11.0%		
CWF Competitive Grant						
(BWSR) Ravenna Trail		1 Ravenna Trail Ravine Stabilization	\$495,000	14.5%		
-2170020860		2 VRWJPO cash match	\$50,000	1.5%		
Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization			\$545,000	15.9%		
CWF Grant (BWSR)						
-2170020848		1 WBF Grant Admin	\$17,700	0.5%	\$17,700	0.9%
Subtotal WBF Grant Admin			\$17,700	0.5%	\$17,700	0.9%
Weland Bank						
2170020930		Wetland Bank Restoration Funds Reserve	\$189,800	5.5%		
Subtotal Wetland Bank Restoration Funds			\$189,800	5.5%		
Subtotal of Expenditures			\$2,993,980	87.5%	\$1,753,060	90.2%
Cash Reserve			\$427,850	12.5%	\$189,540	9.8%
TOTAL Annual Expenses			\$3,421,830	100.0%	\$1,942,600	100.0%

VRWJPO 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
REVENUE					
	Wetland Bank	\$189,800	5.5%		
	CIP Reserve	\$350,000	10.2%	\$146,000	7.5%
	CIP Reserve Grant Match	\$133,330	3.9%	\$84,000	4.3%
	Fund Balance from Underspending in Previous Year	\$405,000	11.8%	\$456,000	23.5%
	Grant Carryover	\$664,350			
	CWF Grant (BWSR) Competitive	\$420,750	12.3%	\$0	0.0%
	CWF Grant WBIF (BWSR) 2020-2023	\$243,600	7.1%	\$243,600	12.5%
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.1%
	Dakota County Levy	\$964,900	28.2%	\$967,500	49.8%
	Scott County Levy	\$35,100	1.0%	\$32,500	1.7%
	Investment Earnings	\$14,000	0.4%	\$12,000	0.6%
TOTAL Annual Revenue		\$3,421,830	100.0%	\$1,942,600	100.0%

Vermillion River Watershed Management Tax District  
Estimated Pay 2023 Taxes \* (Dakota County)

Residential Property

Market	Tax	Proposed 2023 Levy								2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual	2010 Actual	2009 Actual
Value	Capacity	\$300,000	\$400,000	\$500,000	\$750,000	\$964,900	\$1,000,000	\$1,250,000	\$1,500,000	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140	\$817,500	\$858,900	\$831,600	\$868,000	\$964,700	\$1,047,905	\$1,138,839
Rate		0.0620%	0.0950%	0.1290%	0.2130%	0.286%	0.2980%	0.3820%	0.4660%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%	0.4660%	0.5450%	0.5430%	0.5410%	0.5550%	0.5660%	0.3369%
Various Values																							
\$150,000	1,263	\$0.78	\$1.20	\$1.63	\$2.69	\$3.61	\$3.76	\$4.82	\$5.88	\$4.38	\$4.39	\$5.04	\$5.09	\$5.42	\$5.67	\$5.67	\$5.88	\$6.88	\$6.86	\$6.83	\$7.01	\$7.15	\$4.25
\$170,000	1,481	\$0.92	\$1.41	\$1.91	\$3.15	\$4.23	\$4.41	\$5.66	\$6.90	\$5.14	\$5.15	\$5.91	\$5.97	\$6.35	\$6.65	\$6.65	\$6.90	\$8.07	\$8.04	\$8.01	\$8.22	\$8.38	\$4.99
\$185,000	1,644	\$1.02	\$1.56	\$2.12	\$3.50	\$4.70	\$4.90	\$6.28	\$7.66	\$5.71	\$5.72	\$6.56	\$6.63	\$7.05	\$7.38	\$7.38	\$7.66	\$8.96	\$8.93	\$8.89	\$9.12	\$9.31	\$5.54
\$190,000	1,699	\$1.05	\$1.61	\$2.19	\$3.62	\$4.86	\$5.06	\$6.49	\$7.92	\$5.89	\$5.91	\$6.78	\$6.85	\$7.29	\$7.63	\$7.63	\$7.92	\$9.26	\$9.22	\$9.19	\$9.43	\$9.61	\$5.72
\$200,000	1,808	\$1.12	\$1.72	\$2.33	\$3.85	\$5.17	\$5.39	\$6.91	\$8.42	\$6.27	\$6.29	\$7.21	\$7.28	\$7.75	\$8.12	\$8.12	\$8.42	\$9.85	\$9.82	\$9.78	\$10.03	\$10.23	\$6.09
\$210,000	1,917	\$1.19	\$1.82	\$2.47	\$4.08	\$5.48	\$5.71	\$7.32	\$8.93	\$6.65	\$6.67	\$7.65	\$7.72	\$8.22	\$8.61	\$8.61	\$8.93	\$10.45	\$10.41	\$10.37	\$10.64	\$10.85	\$6.46
\$225,000	2,080	\$1.29	\$1.98	\$2.68	\$4.43	\$5.95	\$6.20	\$7.95	\$9.69	\$7.22	\$7.24	\$8.30	\$8.38	\$8.92	\$9.34	\$9.34	\$9.69	\$11.34	\$11.29	\$11.25	\$11.54	\$11.77	\$7.01
\$250,000	2,353	\$1.46	\$2.23	\$3.03	\$5.01	\$6.73	\$7.01	\$8.99	\$10.96	\$8.16	\$8.19	\$9.39	\$9.48	\$10.09	\$10.56	\$10.56	\$10.96	\$12.82	\$12.77	\$12.73	\$13.06	\$13.32	\$7.93
\$275,000	2,625	\$1.63	\$2.49	\$3.39	\$5.59	\$7.51	\$7.82	\$10.03	\$12.23	\$9.11	\$9.14	\$10.47	\$10.58	\$11.26	\$11.79	\$11.79	\$12.23	\$14.31	\$14.25	\$14.20	\$14.57	\$14.86	\$8.84
\$290,000	2,789	\$1.73	\$2.65	\$3.60	\$5.94	\$7.98	\$8.31	\$10.65	\$12.99	\$9.68	\$9.70	\$11.13	\$11.24	\$11.96	\$12.52	\$12.52	\$12.99	\$15.20	\$15.14	\$15.09	\$15.48	\$15.78	\$9.39
\$300,000	2,898	\$1.80	\$2.75	\$3.74	\$6.17	\$8.29	\$8.63	\$11.07	\$13.50	\$10.05	\$10.08	\$11.56	\$11.68	\$12.43	\$13.01	\$13.01	\$13.50	\$15.79	\$15.73	\$15.68	\$16.08	\$16.40	\$9.76
\$307,350	2,978	\$1.85	\$2.83	\$3.84	\$6.34	\$8.52	\$8.87	\$11.37	\$13.88	\$10.33	\$10.36	\$11.88	\$12.00	\$12.77	\$13.37	\$13.37	\$13.88	\$16.23	\$16.17	\$16.11	\$16.53	\$16.85	\$10.03
\$359,600	3,547	\$2.20	\$3.37	\$4.58	\$7.56	\$10.15	\$10.57	\$13.55	\$16.53	\$12.31	\$12.34	\$14.15	\$14.30	\$15.22	\$15.93	\$15.93	\$16.53	\$19.33	\$19.26	\$19.19	\$19.69	\$20.08	\$11.95
\$375,000	3,715	\$2.30	\$3.53	\$4.79	\$7.91	\$10.63	\$11.07	\$14.19	\$17.31	\$12.89	\$12.93	\$14.82	\$14.97	\$15.94	\$16.68	\$16.68	\$17.31	\$20.25	\$20.17	\$20.10	\$20.62	\$21.03	\$12.52
\$400,000	3,988	\$2.47	\$3.79	\$5.14	\$8.49	\$11.40	\$11.88	\$15.23	\$18.58	\$13.84	\$13.88	\$15.91	\$16.07	\$17.11	\$17.90	\$17.90	\$18.58	\$21.73	\$21.65	\$21.57	\$22.13	\$22.57	\$13.43
\$425,000	4,260	\$2.64	\$4.05	\$5.50	\$9.07	\$12.18	\$12.70	\$16.27	\$19.85	\$14.78	\$14.83	\$17.00	\$17.17	\$18.28	\$19.13	\$19.13	\$19.85	\$23.22	\$23.13	\$23.05	\$23.64	\$24.11	\$14.35
\$450,000	4,533	\$2.81	\$4.31	\$5.85	\$9.65	\$12.96	\$13.51	\$17.31	\$21.12	\$15.73	\$15.77	\$18.09	\$18.27	\$19.44	\$20.35	\$20.35	\$21.12	\$24.70	\$24.61	\$24.52	\$25.16	\$25.65	\$15.27
\$475,000	4,805	\$2.98	\$4.56	\$6.20	\$10.23	\$13.74	\$14.32	\$18.36	\$22.39	\$16.67	\$16.72	\$19.17	\$19.36	\$20.61	\$21.57	\$21.57	\$22.39	\$26.19	\$26.09	\$26.00	\$26.67	\$27.20	\$16.19
\$500,000	5,078	\$3.15	\$4.82	\$6.55	\$10.82	\$14.52	\$15.13	\$19.40	\$23.66	\$17.62	\$17.67	\$20.26	\$20.46	\$21.78	\$22.80	\$22.80	\$23.66	\$27.67	\$27.57	\$27.47	\$28.18	\$28.74	\$17.11

Proposed TCAP Pay 2023 (as of 10-20-2022)	296,688,610
Pay 2022 Median Value: 307,350	
Pay 2023 Median Value: 359,600	



# Board of Commissioners

## Request for Board Action

Item Number: DC-1668

Agenda #: 16.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Budget

**FILE TYPE:** Regular Action

### TITLE

**Certification Of 2023 Property Tax Levy And Adoption Of Dakota County Budget**

### PURPOSE/ACTION REQUESTED

Certify the 2023 property tax levy and adopt the Dakota County budget.

### SUMMARY

The 2023 property tax levy and Dakota County budget are to be adopted on December 13, 2022. This action concludes a process that spanned much of 2022. The budget process began in June, with a Budget Workshop. Discussions centered on budget planning and the proposed levy. On September 20, 2022, the County Board set the maximum 2023 Proposed Levy at \$147,361,306, which is a 1.9 percent increase over 2022 (Resolution No. 22-415; September 20, 2022). On November 15, 2022, the County Manager presented the recommended budget to the County Board. This included County Board budget hearings on November 14 and 15. The County Manager's current total 2023 recommended budget is \$437,319,576. The Capital Improvement Program (CIP) Public Hearing was held on November 29, 2022 and the 2023-2027 CIP was adopted (Resolution No. 22-519). The Levy and Budget Public Hearing Meeting was held on November 29, 2022.

### Major highlights of the 2023 budget include:

- Meets current obligations and public expectations for service;
- Increases County staff capacity in human services to help overcome provider shortages;
- Limits American Rescue Plan Act (ARPA) funds for operating costs only to programs previously authorized;
- Ensures long term financial stability;
- Maintains the County property tax as the lowest per capita in the state.

Changes to the County Manager's recommended budget. Several changes have been made to the recommended budget since November 15, 2022 when the County Manager presented his budget to the Board. The changes are in three categories: 2022 adopted budget amendments made after the County Manager's recommendation; revised estimates/corrections; and additional recommendations not part of the November 15, 2022 budget.

Attachment: 2023 December Changes provides a list of all changes, which have no effect on the previously recommended County levy increase of 1.9 percent. Thus, the resulting total County property tax portion of the budget is \$147,361,306, reflecting a 1.9 percent levy increase. The total revised recommended 2023 Dakota County budget is \$438,013,875.

**RECOMMENDATION**

Staff recommends certification of the 2023 property tax levy and adoption of the Dakota County budget.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The proposed 2023 levy of \$147,361,306 represents a 1.9 percent increase from the amount levied in 2022. The impact of this levy on a median value residential homestead property for taxes payable 2023 is an increase of \$23, from \$644 in 2022 to \$667 in 2023. The attached recommended budget resolution includes the total budget amounts for 2023, including County costs, external funding sources and full-time equivalent (FTEs) by department. Figures also include staff's recommended technical changes. The County Board may make additional changes to the budget recommendation on December 13, 2022.

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

**RESOLUTION**

WHEREAS, the Dakota County Board of Commissioners has completed the 2023 budget process; and

WHEREAS, the Dakota County Board of Commissioners held budget hearings from November 14 through November 15, 2022; and

WHEREAS, the Dakota County Board of Commissioners has identified the following projects be allocated funding by American Rescue Plan (ARP) Act State and Local Fiscal Recovery Funds (SLFRF) revenue replacement funds:

- Law Library Grant
- Mental Health Crisis
- Expand Crisis Follow Up
- Time Limited Financial Assistance Specialists
- Mental Health Civil Commitment Screening
- Pre-Petition Screens Social Worker
- Emergency Shelter
- County Attorney Criminal Case Backlog Position

; and

WHEREAS, these projects qualify under the expenditure category of provision of government services pursuant to Interim Rule, 31 CFR Part 35, Subp. A, Section 35.6 (d) Providing Government Services - to the extent of a reduction in the recipient's general revenue; and

WHEREAS, the Dakota County Board of Commissioners has identified the Mental Health Crisis Continuum Program and Coordinated Response Crisis Follow Up Program be allocated ARP funding; and

WHEREAS, the federal government has identified behavioral health crisis services as a designated use for American Rescue Plan (ARP) Act State and Local Fiscal Recovery Funds (SLFRF) under the reporting category of Mental Health Services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2023 Dakota County budget as prepared, presented and set forth in the amount as follows:

Total Budget: \$438,013,875  
Property Tax Levy: \$147,361,306

Department	FTE's	Total Budget	Non-Levy Revenue	County Property Tax
<b>NON-DEPARTMENTAL(COUNTYWIDE)</b>	2.00	10,169,524	37,735,253	(27,565,729)
OFFICE OF THE COUNTY MANAGER	8.00	1,525,681	149,612	1,376,069
COUNTY BOARD	7.00	947,991	6,200	941,791
COUNTY COMMUNICATIONS	8.00	1,137,619	117,000	1,020,619
BUDGET OFFICE	6.90	800,118	-	800,118
EMPLOYEE RELATIONS	20.45	3,346,392	115,099	3,231,293
<b>Total Administration</b>	<b>50.35</b>	<b>7,757,801</b>	<b>387,911</b>	<b>7,369,890</b>
COMMUNITY SERVICES ADMIN	16.00	2,134,363	4,425	2,129,938
SOCIAL SERVICES	456.35	77,388,185	42,583,325	34,804,860
EMPLOYMENT & ECONOMIC ASST	283.00	37,935,172	28,036,210	9,898,962
PUBLIC HEALTH	121.77	14,682,780	9,404,100	5,278,680
VETERANS SERVICES	7.00	861,803	22,500	839,303
COMMUNITY CORRECTIONS	177.92	22,918,993	7,801,695	15,117,298
EXTENSION	-	364,049	10,700	353,349
<b>Total Community Services</b>	<b>1,062.04</b>	<b>156,285,345</b>	<b>87,862,955</b>	<b>68,422,390</b>
			-	
PUBLIC SERVICE & REVENUE ADMIN	4.00	826,280	478,707	347,573
ASSESSING SERVICES	40.00	4,371,087	5,761	4,365,326
PROPERTY TAXATION AND RECORDS	33.30	4,052,248	3,951,344	100,904
SERVICE & LICENSE CENTERS	31.00	2,486,075	1,898,261	587,814
HISTORICAL SOCIETY	-	107,185	-	107,185
COUNTY FAIR	-	191,117	-	191,117
LIBRARY	124.14	14,825,216	880,000	13,945,216
ELECTIONS	7.00	1,793,337	992,000	801,337
<b>Total Public Services &amp; Revenue</b>	<b>239.44</b>	<b>28,652,545</b>	<b>8,206,073</b>	<b>20,446,472</b>
			-	
<b>SHERIFF</b>	192.25	26,622,304	4,305,563	22,316,741
			-	
<b>COUNTY ATTORNEY</b>	97.00	9,052,854	895,381	8,157,473
			-	
<b>MEDICAL EXAMINER</b>	-	1,836,616	118,885	1,717,731
			-	
<b>DISTRICT COURT</b>	-	469,561	24,000	445,561

			-	
EFIS ADMIN	3.00	708,832	110,856	597,976
OFFICE OF RISK MANAGEMENT	7.00	3,559,856	1,114,769	2,445,087
INFORMATION TECHNOLOGY	70.10	13,341,043	634,416	12,706,627
OFFICE OF PERFORMANCE & ANALYSIS	8.00	896,832	25,000	871,832
CRIMINAL JUSTICE NETWORK	-	-	-	-
FINANCE	28.00	3,470,592	262,268	3,208,324
GIS ENTERPRISE	-	82,595	82,595	-
<b>Total Operations, Management and Budget</b>	<b>116.10</b>	<b>22,059,750</b>	<b>2,229,904</b>	<b>19,829,846</b>
FLEET MANAGEMENT	14.00	2,977,558	769,062	2,208,496
CEP - FLEET MANAGEMENT		2,260,500	936,500	1,324,000
FACILITIES MANAGEMENT	54.00	12,737,183	743,006	11,994,177
PHYSICAL DEVELOPMENT ADMIN	26.60	2,675,626	(302,531)	2,978,157
TRANSPORTATION DEPARTMENT	99.00	9,251,560	8,082,610	1,168,950
PARKS AND OPEN SPACE	22.00	2,629,702	1,719,196	910,506
SOIL & WATER	-	431,302	100,000	331,302
ENVIRONMENTAL RESOURCES	36.00	9,598,985	9,598,985	-
SURVEY	-	-	-	-
BYLLESBY DAM	2.00	680,808	680,808	-
COUNTY LEGACY	-	75,256	75,256	-
<b>Total Physical Development</b>	<b>253.60</b>	<b>43,318,480</b>	<b>22,402,892</b>	<b>20,915,588</b>
<b>Total Operations</b>	<b>2,012.78</b>	<b>306,224,780</b>	<b>164,168,817</b>	<b>142,055,963</b>
<b>Total Operations (less General Fund Transfer to Debt)</b>		277,576,152	139,155,644	138,420,508
CIP-COUNTY BUILDING		28,249,958	24,911,553	3,338,405
CIP-TRANSPORTATION/TRANS. SALES&USE TAX		84,580,847	82,805,256	1,775,591
CIP-PARKS		17,496,895	17,305,548	191,347
CIP-ENVIRONMENTAL RESOURCES		1,461,395	1,461,395	-
CIP-BYLLESBY DAM		-	-	-
CIP-DATA NETWORKS		-	-	-
<b>Total CIP</b>		131,789,095	126,483,752	5,305,343
<b>Grand Total</b>	<b>2,012.78</b>	<b>438,013,875</b>	<b>290,652,569</b>	<b>147,361,306</b>

**Total Transfers between funds not included in department budgets: \$35,765,021**

## PREVIOUS BOARD ACTION

22-415; 9/20/22

## ATTACHMENTS

Attachment: 2023 December Changes

## 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: Paul Sikorski

Author: Karen Cater

## 2023 Operations December Changes

Change	Department	FTE	Revenue	Expense	NCC	Notes
SNAP DIAL Phone System	E&EA	-	\$ 523,950	\$ 523,950	\$ -	Board Resolution 22-401
Organics SCORE Funding	Environmental Resources		2,349	2,349	-	
American Rescue Plan(ARP) Funding - Crisis Response	Social Services		(348,875)		348,875	
Crisis Department of Human Services Funding	Social Services		348,875		(348,875)	
Library Hotspots	Libarary		150,000	150,000	-	
Community Services Hotspots	Community Service		18,000	18,000		
Vulnerable Children and Adult Act (VCAA)	Social Services	1.00		120,673	120,673	Board Resolution 22-394
Convert VCAA Direct Program Expense to Salaries	Social Services			(120,673)	(120,673)	Board Resolution 22-394
<b>Total Operating Changes to 2023 Recommended Budget</b>		<b>1.00</b>	<b>\$ 694,299</b>	<b>\$ 694,299</b>	<b>\$ -</b>	



# Board of Commissioners

## Request for Board Action

Item Number: DC-1703

Agenda #: 16.2

Meeting Date: 12/13/2022

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Regular Action

### TITLE

**Recognition Of County Sheriff Timothy J. Leslie**

### PURPOSE/ACTION REQUESTED

Recognize Dakota County Sheriff Timothy J. Leslie for his service to the County as Chief Deputy Sheriff from April 5, 2010 to December 31, 2014 and Dakota County Sheriff from January 1, 2015 to January 1, 2023.

### SUMMARY

The Dakota County Board of Commissioners has accepted the resignation of Dakota County Sheriff Leslie, effective the end of day on January 1, 2023, and upon his departure he will have dedicated 12 years of service.

Timothy J. Leslie was appointed as Chief Deputy Sheriff by then Dakota County Sheriff David Bellows and the Dakota County Board of Commissioners on April 5, 2010. He was elected as Dakota County Sheriff on January 1, 2015, and for a second term beginning January 1, 2019.

Under Dakota County Sheriff Leslie's leadership, the Dakota County Sheriff's Office has provided outstanding services to the residents of Dakota County and to the law enforcement partner agencies of the County, effectively protected the community from crime and mayhem while maintaining the public trust. The Dakota County Sheriff's Office was recognized several times for creative governance and leadership in creating the Electronic Crimes Task Force, for the vision and innovative Jail Programming for inmates of the County jail, and successfully obtaining funding for the building of the Safety Mental Health Alternative Training (SMART) Center, designed to provide a state of the art facility to deliver crisis intervention training for first responders.

Dakota County Sheriff Leslie has established numerous innovative programs, including many aimed at preventing crime, improving the efficiency of delivering needed services, and reducing liabilities to the citizens of Dakota County; To include- A drone program, 24 hour nursing in the County jail, a Citizens Advisory Council, supporting a robust inmates motivated to change (IMC) unit in the County jail, outfitting deputies and park rangers with body worn cameras, assigning a deputy to the US Marshall's Fugitive Task Force, establishing a deputy for commercial vehicle enforcement, and for developing a comprehensive wellness program that establishes peer mentors and annual visits with a psychologist for members of the Sheriff's Office.

Dakota County Sheriff Leslie has served on numerous federal, state and local boards, councils and committees, including the Minnesota Sheriffs Association Board and as Legislative Chair, as a board

member to the Twin Cities Security Partnership, as a member of the Governor's Council on Justice Reinvestment, as President of the Dakota Chiefs of Police Association and as the first ever Executive Sponsor to the Employee Resource Group - The Black Employee Network in Dakota County.

Dakota County Sheriff Leslie has received numerous awards and professional recognitions from various national, state and local governmental agencies and public and private organizations for his many contributions to public safety, crime victims, crime prevention efforts and his dedication and commitment to justice, and public safety. He continues to teach and mentor others who are pursuing careers in law enforcement.

On behalf of the citizens of Dakota County, the Dakota County Board of Commissioners desire to recognize Timothy J. Leslie for his outstanding dedication, exemplary service and long-standing commitment to Dakota County government, public safety and justice by adoption of a resolution commemorating Dakota County Sheriff Leslie's service.

### RECOMMENDATION

Recognize Dakota County Sheriff Tim Leslie for his service to the County.

### 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, Timothy J. Leslie was appointed as Chief Deputy Sheriff by then Dakota County Sheriff David Bellows and the Dakota County Board of Commissioners on April 5, 2010; and

WHEREAS, Timothy J. Leslie was elected as Dakota County Sheriff on January 1, 2015, and for a second term beginning January 1, 2019; and

WHEREAS, under Dakota County Sheriff Leslie's leadership, the Dakota County Sheriff's Office has provided outstanding services to the residents of Dakota County and to the law enforcement partner agencies of the County, effectively protected the community from crime and mayhem while maintaining the public trust; and

WHEREAS, under Dakota County Sheriff Leslie's leadership, the Dakota County Sheriff's Office was recognized several times for creative governance and leadership in creating the Electronic Crimes Task Force, for the vision and Innovative Jail Programming for inmates of the County jail, and successfully obtaining funding for the building of the Safety Mental Health Alternative Training (SMART) Center, designed to provide a state of the art facility to deliver crisis intervention training for first responders; and

WHEREAS, Dakota County Sheriff Leslie has established numerous innovative programs, including many aimed at preventing crime, improving the efficiency of delivering needed services, and reducing liabilities to the citizens of Dakota County; To include - a drone program, 24 hour nursing in the County jail, a Citizens Advisory Council, supporting a robust inmates motivated to change (IMC) unit in the County jail, outfitting deputies and park rangers with body worn cameras, assigning a deputy to the US Marshall's Fugitive Task Force, establishing a deputy for commercial vehicle enforcement, and for developing a comprehensive wellness program that establishes peer mentors and annual

visits with a psychologist for members of the Sheriff's Office; and

WHEREAS, Dakota County Sheriff Leslie has served on numerous federal, state and local boards, councils and committees, including the Minnesota Sheriffs Association Board and as Legislative Chair, as a board member to the Twin Cities Security Partnership, as a member of the Governor's Council on Justice Reinvestment, as President of the Dakota Chiefs of Police Association and as the first ever Executive Sponsor to the Employee Resource Group - The Black Employee Network in Dakota County; and

WHEREAS, Dakota County Sheriff Leslie has received numerous awards and professional recognitions from various national, state and local governmental agencies and public and private organizations for his many contributions to public safety, crime victims, crime prevention efforts and his dedication and commitment to justice, and public safety; and

WHEREAS, the Dakota County Board of Commissioners has accepted the resignation of Dakota County Sheriff Leslie, effective the end of the day on January 1, 2023, and upon his departure he will have dedicated 12 years of service.

NOW, THEREFORE, BE IT RESOLVED, That on behalf of the citizens of Dakota County, the Dakota County Board of Commissioners hereby commends Timothy J. Leslie for his outstanding dedication, exemplary service and long-standing commitment to Dakota County government, public safety and justice while serving as Dakota County Chief Deputy and Dakota County Sheriff from April 5, 2010 to January 1, 2023.

#### PREVIOUS BOARD ACTION

None.

#### ATTACHMENTS

Attachment: None.

#### BOARD GOALS

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

#### 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: Andy Benish  
Author: Joe Leko



# Board of Commissioners

## Request for Board Action

Item Number: DC-1704

Agenda #: 16.3

Meeting Date: 12/13/2022

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Regular Action

### TITLE

**Recognition Of Commissioner Kathleen A. Gaylord**

### PURPOSE/ACTION REQUESTED

Recognition of Dakota County Commissioner Kathleen A. Gaylord for 20 years of service.

### SUMMARY

Commissioner Gaylord's term expires January 1, 2023, having served Dakota County with distinction for 20 years. First elected to the Dakota County Board in 2002, Commissioner Gaylord represents residents in District 2 which includes the cities of South St. Paul, West St. Paul, Sunfish Lake and Inver Grove Heights Precincts 1 and 8-10.

Commissioner Gaylord was elected to five terms on the County Board and was elected County Board Chair five times by her colleagues on the County Board (2006, 2009, 2013, 2018, 2022).

Commissioner Gaylord led efforts to strengthen the County's financial position and successfully control County property taxes, achieve a AAA bond rating, and pay off County debt. She pushed for changes in regional transit funding, resulting in nearly \$100 million for Dakota County transportation projects with no new taxes, and advocated for a new County library in South St. Paul.

In addition to her role as County Commissioner, Gaylord serves on many committees: Dakota County Community Development Agency, Chair of the Dakota County Law Library Board, Dakota County Regional Railroad Authority, Chair of the Facility Operations Advisory Committee for Thompson Park Center, Greater MSP Economic Development Partnership Board of Directors and Chair of the Minnesota Inter-County Association and the Metropolitan Council's Transportation Advisory Board.

Commissioner Gaylord serves on the National Association of Counties (NACo) Transportation Steering Committee and served as the Vice-Chair of the NACo Finance and Intergovernmental Affairs Steering Committee. She has also served on the NACo Sustainability Leadership Team and the NACo Large Urban Caucus Steering Committee.

Commissioner Gaylord has Chaired numerous Regional Boards: Metropolitan Emergency Services Board, the Metropolitan Mosquito Control Board and the Metropolitan Area Agency on Aging. In addition to serving on the Association of Minnesota Counties (AMC) Board of Directors.

Commissioner Gaylord's contributions over her 20 years of service will benefit the residents of Dakota County long beyond her tenure.

**RECOMMENDATION**

Staff recommends adoption of a resolution in recognition of Commissioner Kathleen A. Gaylord's service and contributions.

**EXPLANATION OF FISCAL/FTE IMPACTS**

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

**RESOLUTION**

WHEREAS, Commissioner Kathleen A. Gaylord has served as a Dakota County Commissioner for 20 years, including five years as Chair of the County Board and five years as Vice-Chair; and

WHEREAS, Commissioner Gaylord represents residents of District 2, which includes the cities of South St. Paul, West St. Paul, Sunfish Lake and Inver Grove Heights Precincts 1 and 8-10; and

WHEREAS, Commissioner Gaylord led efforts to strengthen the County's financial position and successfully control County property taxes, achieve a AAA bond rating, and pay off County debt; and

WHEREAS, Commissioner Gaylord pushed for changes in regional transit funding, resulting in nearly \$100 million for Dakota County transportation projects with no new taxes and advocated for a new County library in South St. Paul; and

WHEREAS, Commissioner Gaylord represented the County on several committees including Dakota County Community Development Agency, Chair of the Dakota County Law Library Board, Dakota County Regional Railroad Authority, Chair of the Facility Operations Advisory Committee for Thompson Park Center, Greater MSP Economic Development Partnership Board of Directors and Chair of the Minnesota Inter-County Association and the Metropolitan Council's Transportation Advisory Board; and

WHEREAS, Commissioner Gaylord serves on the National Association of Counties (NACo) Transportation Steering Committee, served as the Vice-Chair of the NACo Finance and Intergovernmental Affairs Steering Committee; and

WHEREAS, Commissioner Gaylord served on the NACo Sustainability Leadership Team and the NACo Large Urban Caucus Steering Committee; and

WHEREAS, Commissioner Gaylord has Chaired numerous Regional Boards: Metropolitan Emergency Services Board, the Metropolitan Mosquito Control Board, the Metropolitan Area Agency on Aging; and

WHEREAS, Commissioner Gaylord serves on the Association of Minnesota Counties (AMC) Board of Directors; and

WHEREAS, Commissioner Gaylord's contributions to Dakota County will extend long beyond her tenure as County Commissioner; and

WHEREAS, Commissioner Gaylord's term of office ends January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby commends and thanks Kathleen A. Gaylord for her outstanding dedication, exemplary service and long-standing commitment to Dakota County government and the citizens of Dakota County.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: None.

**BOARD GOALS**

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

**PUBLIC ENGAGEMENT LEVEL**

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

**CONTACT**

Department Head: Matt Smith

Author: Matt Smith





# Board of Commissioners

## Request for Board Action

Item Number: DC-1701

Agenda #: 17.1

Meeting Date: 12/13/2022

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Regular Action

### TITLE

**Closed Executive Session: Legal Strategy For Acquisition Of Property From B9 Polar Waters, LLC In City Of Eagan For County Projects 26-54 And 63-27**

### PURPOSE/ACTION REQUESTED

Hold a closed executive session.

### SUMMARY

The Dakota County Attorney has advised that prior to closing a County Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the County Board must resolve by majority vote to close the meeting.

### RECOMMENDATION

The County Manager has recommended that a closed executive session be held pursuant to attorney-client privilege during the Dakota County Board meeting of December 13, 2022, to discuss the following:

- the legal strategy of accomplishing Dakota County's acquisition of certain property rights from B9 Polar Waters, LLC identified in Dakota County Right of Way Map No. 471 as Parcels 5, 6, and 7 for County Projects 26-54 and 63-27.

### EXPLANATION OF FISCAL/FTE IMPACTS

Fiscal impact will be discussed in closed session.

- |  |   |                                |
|--|---|--------------------------------|
| <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, Dakota County (County) is proceeding with County Project (CP) 26-54 and County Project 63-27 in the Cities of Inver Grove Heights and Eagan to provide a safe and efficient transportation system; and

WHEREAS, CP 26-54 and 63-27 will expand approximately two miles of County State Aid Highway (CSAH) 26 (Loan Oak Road in Eagan, 70<sup>th</sup> Street in Inver Grove Heights) from Trunk Highway (TH) 55 to TH 3 from an existing two-lane roadway rural section to a four-lane divided urban roadway; and

WHEREAS, CP 63-27 will construct on a new alignment CSAH 62 (Argenta Trail) from CSAH 28 (Amana Trail) north to 65<sup>th</sup> Street and from 65<sup>th</sup> Street to old Argenta Trail (CSAH 63) to the north of CSAH 26; and

WHEREAS, to construct the recommended improvements, Dakota County must acquire certain property rights from B9 Polar Waters, LLC identified in Dakota County Right of Way Map No. 471 as Parcels 5, 6, and 7; and

WHEREAS, the Dakota County Board of Commissioners seeks legal advice from the County Attorney with respect to the strategy of accomplishing the acquisition of the property rights for CP 26-54 and 63-27 the public disclosure of which would benefit the landowners to the detriment of Dakota County's position in this matter; and

WHEREAS, pursuant to Minn. Stat. §13D.05, subd. 3(b), the County Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board meeting on December 13, 2022, and recesses to Conference Room 3A, Administration Center, Hastings, Minnesota, to discuss with the County Attorney the legal strategy of accomplishing Dakota County's acquisition of certain property rights from B9 Polar Waters, LLC identified in Dakota County Right of Way Map No. 471 as Parcels 5, 6, and 7 for County Projects 26-54 and 63-27.

#### **PREVIOUS BOARD ACTION**

None.

#### **ATTACHMENTS**

Attachment: None.

#### **BOARD GOALS**

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

#### **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: Matt Smith  
Author: Jeni Reynolds



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1685

**Agenda #:** 20.1

**Meeting Date:** 12/13/2022

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### Information

See Attachment for future Board meetings and other activities.

## December 12, 2022

Monday

4:00 PM - 4:00 PM

Open House: County Project 9-64 (Dodd Boulevard) -- Lakeville Water Treatment Center; 18400 Ipava Avenue, Lakeville

## December 13, 2022

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

10:30 AM - 10:30 AM

Dakota County Governance Workshop (or following GGP) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

3:30 PM - 3:30 PM

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

3:30 PM - 3:30 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom  
(<https://us02web.zoom.us/j/87551464959?pwd=UUJQN1h4UjNlRXp1SDczUWRmbiswZz09>)

## December 14, 2022

Wednesday

10:00 AM - 10:00 AM

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

4:00 PM - 4:00 PM

Dakota Broadband Board Meeting -- Apple Valley City Hall, 7100 147th Street West, Regent Room, Apple Valley

5:00 PM - 5:00 PM

Open House#2: County Project 88-23 -City of Randolph -- City of Randolph City Hall, 4365 292nd Street E, Randolph

6:00 PM - 6:00 PM

Metropolitan Mosquito Control District Commission Meeting -- Metro Counties Government Center, 2099 University Avenue West, St. Paul

## December 15, 2022

Thursday

7:00 PM - 7:00 PM

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

## December 16, 2022

Friday

7:30 AM - 7:30 AM

**Dakota-Scott Workforce Development Board Meeting - CANCELED --**

## December 25, 2022

Sunday

8:00 AM - 8:00 AM

**County Offices Closed - Christmas Day Holiday**

## December 26, 2022

Monday

8:00 AM - 8:00 AM

**County Offices Closed - Christmas Day Holiday Observed**

## January 1, 2023

Sunday

8:00 AM - 8:00 AM

**County Offices Closed - New Year's Day Holiday**

## January 2, 2023

Monday

All Day

**County Offices Closed - New Year's Day Holiday Observed**

## January 3, 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 General Government and Policy Committee Meeting (or following RRA) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**



# Board of Commissioners

## Request for Board Action

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**Item Number:** DC-1686

**Agenda #:** 21.1

**Meeting Date:** 12/13/2022

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Adjournment