



# **Dakota County**

## **Physical Development Committee of the Whole**

### **Agenda**

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**Tuesday, August 16, 2022**

**10:00 AM**

**Conference Room L139 Western Service  
Center, Apple Valley**

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**(or following Community Services Committee of the Whole)**

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**

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

#### **2. Audience**

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us) and instructions will be given to participate during the meeting. Verbal comments are limited to five minutes.

#### **3. Approval Of Agenda (Additions/Corrections/Deletions)**

##### **3.1 Approval of Agenda (Additions/Corrections/Deletions)**

#### **4. Consent Agenda**

##### **4.1 Approval of Minutes Of Meeting Held On July 12, 2022**

##### **4.2 *Environmental Resources* - Authorization To Execute Joint Powers Agreement With City Of Burnsville For Household Hazardous Waste Drop-Off Day Event**

##### **4.3 *Environmental Resources* - Authorization To Execute Joint Powers Agreements With Cities And Dakota County Drug Task Force For Pharmaceutical Drug Collection Programs**

##### **4.4 *Environmental Resources* - Authorization To Execute Contract Amendment With American Cylinder, LLC For Compressed Gas Cylinder Disposal**

- 4.5 *Environmental Resources* - Acquisition Of Conservation Easement On Bauer Property Adjacent To Spring Lake Park Reserve In Nininger Township And Authorization To Amend 2022 Environmental Resources Capital Improvement Program Budget
- 4.6 *Environmental Resources* - Authorization To Execute \$6,066,000 State Outdoor Heritage Fund Grant Agreement For Natural Resource Protection And Restoration And Amend 2022 Environmental Resources Capital Improvement Program And Environmental Legacy Fund Budgets
- 4.7 *Environmental Resources* - Authorization To Revise Access Easement On McCoy Property Adjacent To Miesville Ravine Park Reserve In Douglas Township
- 4.8 *Physical Development Administration* - Scheduling Of Public Hearing For Program Year 2021 Consolidated Annual Performance And Evaluation Report
- 4.9 *Transportation* - Approval Of Grant Application Submittals To Safe Streets and Roads for All (SS4A) For Rural Intersection Improvements And Trail Gaps In Burnsville Center Village Redevelopment
- 4.10 *Transportation* - Update On Dakota County Plat Needs Map
- 4.11 *Parks, Facilities, and Fleet Management* - Scheduling Of Public Hearing To Receive Comments On Proposed Amendments To Ordinance 128: Water Surface Use Ordinance Regulating Lake Byllesby Reservoir

**5. Regular Agenda**

- 5.1 *Transportation* - Authorization To Update School Zone Speed Limits Along County State Aid Highway 28 At Simley High School In Inver Grove Heights And County State Aid Highway 30 (Diffley Road) Adjacent To Eagan Area Schools
- 5.2 *Physical Development Administration* - Overview Of Preliminary Draft Dakota County 2023 Capital Improvement Program
- 5.3 *Transportation* - Update And Discussion Of Proposed Transit Investments In Capital Improvement Program

**6. Physical Development Director's Report**

**7. Adjournment**

- 7.1 Adjournment

**For more information please call 952-891-7030.**

**Physical Development agendas are available online at**

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

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



# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-1320

**Agenda #:** 3.1

**Meeting Date:** 8/16/2022

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Approval of Agenda (Additions/Corrections/Deletions)





# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-1321

**Agenda #:** 4.1

**Meeting Date:** 8/16/2022

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Approval of Minutes Of Meeting Held On July 12, 2022



# **Dakota County**

## **Physical Development Committee of the Whole**

### **Minutes**

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**Tuesday, July 12, 2022**

**10:00 AM**

**Conference Room L139 Western  
Service Center, Apple Valley**

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**(or following Community Services Committee of the Whole)**

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

Also in attendance were Matt Smith, County Manager; Tom Donely, First Assistant County Attorney; Georg Fischer, Physical Development Division Director; Liz Hansen, Administrative Coordinator.

The meeting was called to order at 11:20 a.m. by the Chair, Commissioner Liz Workman. Commissioner Joe Atkins arrived at 11:21 a.m. Matt Smith joined the meeting at 11:26 a.m.

The audio of this meeting is available upon request.

**Present**

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

#### **2. Audience**

Commissioner Workman asked if there was anyone in the audience that wished to address the Physical Development Committee of the Whole on an item not on the agenda or an item on the consent agenda. No one came forward and one comment was submitted to CountyAdmin@co.dakota.mn.us and distributed to the Committee.

#### **3. Approval Of Agenda (Additions/Corrections/Deletions)**

##### **3.1 Approval of Agenda (Additions/Corrections/Deletions)**

Motion: Kathleen A. Gaylord

Second: Mike Slavik

On a motion by Commissioner Gaylord, seconded by Commissioner Slavik, the agenda was unanimously approved. The motion carried unanimously.

Ayes: 7

#### **4. Consent Agenda**

**4.1** Approval of Minutes Of Meeting Held On June 14, 2022

Motion: Joe Atkins

Second: Mary Hamann-Roland

Ayes: 7

**4.2** Planning Commission Update

Motion: Joe Atkins

Second: Mary Hamann-Roland

Information only; no action requested.

Ayes: 7

**5. Regular Agenda**

**5.1** Update On Byllesby Dam Hydropower Redevelopment Project

Josh Petersen, Sr. Water Resources Engineer, Environmental Resources presented this item and responded to questions.

Information only; no action requested.

DRAFT

**5.2** Authorization To Execute Contract Amendment With Boldt Company, LLC, For Construction Manager/General Contractor Services For Phase II Of Byllesby Dam Water-To-Wire Development Project

Motion: Joe Atkins

Second: Kathleen A. Gaylord

Josh Petersen, Sr. Water Resources Engineer, Environmental Resources presented this item and responded to questions.

WHEREAS, Dakota County owns the Lake Byllesby Dam and operates its hydroelectric facility under the Federal Energy Regulatory Commission (FERC) safety regulations; 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, Inc., for engineering design services to complete turbine and powerhouse upgrades for the Byllesby Dam Water-to-Wire Redevelopment Project; and

WHEREAS, to complete this project, County staff developed a team including an engineering consultant to provide project design, a turbine manufacturer to provide turbine and generation equipment in a complete package (e.g., water-to-wire equipment), and a general contractor for the redevelopment of the site with the installation of the equipment and modification to the powerhouse structure; and

WHEREAS, due to the many complexities in the design, construction, and installation of the water-to-wire facilities, including new turbines and generators to maximize the electric power output of the dam in the future, staff concludes that the standard low bid methodology of awarding the construction contract is not appropriate and is unlikely to provide the best value to the County; and

WHEREAS, by Resolution No. 18-538 (October 23, 2018), the County Board, in accordance with the authority granted in Minn. Stat. 130G.535, approved utilizing a special type of contractor relationship that provides both construction management and general contractor services on the project and authorized staff to develop and solicit a request for qualification for services; and

WHEREAS, by Resolution No. 21-368 (July 20, 2021), the Dakota County Board of Commissioners authorized the execution of a contract with Boldt Construction, LLC, to perform Construction Manager/General Contractor Services for Phase II of the development project; and

WHEREAS, this first amendment is necessary to continue work with Boldt Construction, LLC, as several issues were found when removing portions of the unearthed 110-year-old facility including replacement of additional dam and powerhouse walls, structural bracing, additional demolition tasks, and inflation costs of equipment and supplies; and

WHEREAS, staff and the project's consultants have revised this requested change order and found it to be sound; and

WHEREAS, based on review of American Rescue Plan State and Local Fiscal Recovery Funds (SLFRF) eligibility requirements for clean water projects, the Byllesby Dam Water-to-Wire Redevelopment Project is an eligible expense; and

WHEREAS, under Treasury reporting guidance for Rule, 31 CFR Part 35, Subp. A, Section 35.6 (e)(1), definitions for the Clean Water: Energy Conservation include costs associated with the production of renewable energy; and

WHEREAS, staff recommends authorization to use \$5,000,000 of ARP SLFRF funds to finance the Boldt contract amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a first contract amendment with Boldt Company, LLC, to provide Construction Manager/General Contractor services for the Byllesby Dam Water-to-Wire Redevelopment Project in the amount not to exceed \$22,652,875.42, subject to the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amend the 2022 Byllesby Dam Capital Improvement Program Budget as follows:

**Revenue**

American Rescue Plan State and Local Fiscal Recovery Funds	<u>\$5,000,000</u>
<b>Total Revenue</b>	<b><u>\$5,000,000</u></b>

**Expense**

Byllesby Dam Upgrade BD00008	<u>\$5,000,000</u>
<b>Total Expense</b>	<b><u>\$5,000,000</u></b>

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2022 Non-Departmental Budget as follows:

**Revenue**

American Rescue Plan State and Local Fiscal Recovery Funds	<u>(\$5,000,000)</u>
<b>Total Revenue</b>	<b><u>(\$5,000,000)</u></b>

**Expense**

Program Expense	<u>(\$5,000,000)</u>
<b>Total Expense</b>	<b><u>(\$5,000,000)</u></b>

This item was approved and recommended for action by the Board of

Commissioners on 7/19/2022.

Ayes: 7

DRAFT

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

Motion: Mike Slavik

Second: Laurie Halverson

Josh Petersen, Sr. Water Resources Engineer, Environmental Resources presented this item and responded to questions.

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, and a second on February 22, 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 second 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 \$25,800, bringing the total contract amount to \$236,600, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of

Commissioners on 7/19/2022.

Ayes: 7

DRAFT



**5.4** Authorization To Execute Contract With Avant Energy, Inc. To Provide Capacity Market Services For Sale Of Power From Byllesby Dam Hydroelectric Project

Motion: Mary Hamann-Roland

Second: Joe Atkins

Josh Petersen, Sr. Water Resources Engineer, Environmental Resources presented this item and responded to questions.

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 the dam operations and maintenance with Neshkoro Power Associates (NPA) through a lease agreement; and

WHEREAS, the County Board authorized replacing NPA's lease agreement with an operating agreement to provide hydropower operation services at Byllesby Dam by Resolution No. 11-305 (June 21, 2021), 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

WHEREAS, the PPA language stipulated that the PPA was to expire on March 2021 or on the date the facility's existing turbine equipment is shut down as part of the turbine upgrade project, with no option to renew the existing PPA; and

WHEREAS, with the approaching need for a new agreement for power sales, County staff has contracted with a local power sales expert to assess the County's power sales options once the turbine upgrade project is completed; and

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

WHEREAS, a MISO connection would allow the County to sell Byllesby Dam's power to other utilities in the Midwest or on the spot energy market; and

WHEREAS, sales of the spot energy market require regular management and involvement for documentation, filings, and regular communications with MISO at all times; and

WHEREAS, staff coordinates with the local power sales expert and determined that a service contract with a local specialty firm was necessary to complete these tasks; and

WHEREAS, Avant Energy, Inc, has been solicited for these specialized services and has provided a comprehensive contract to make energy sales seamless for the County; and

WHEREAS, staff and the local power sales expert have reviewed the price for these services and found them to be sound.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Avant Energy, Inc., to provide capacity market services for the Byllesby Dam Hydroelectric Project in the amount not to exceed \$111,500, subject to the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

Ayes: 7

DRAFT

**5.5 Authorization To Release Draft Agricultural Chemical Reduction Effort Plan For 45-Day Public Review And Comment**

Motion: Mike Slavik

Second: Kathleen A. Gaylord

Valerie Neppl, Groundwater Protection Supervisor, Environmental Resources, presented this item and responded to questions.

Jill Trescott, Senior Environmental Specialist, Environmental Resources, was also in attendance to provide responses to questions asked by the committee.

Based on discussion the resolution language for the draft Agricultural Chemical Reduction Effort Plan was amended to increase the public review period from a 30-day public review to a 45-day public review period.

WHEREAS, developing the Agricultural Chemical Reduction Effort (ACRE) Plan is a 2022 Board Priority; and

WHEREAS, an update on the ACRE Plan, planning process, stakeholder engagement and technical research findings, and draft goals, strategies, and tactics was discussed with the Physical Development Committee of the Whole on February 8, 2022; and

WHEREAS, the 2020-2030 Dakota County Groundwater Plan identified reduction of agricultural chemical contamination as a high-priority strategy (strategy 1B1); specifically, tactic 1B1B states that the County will develop an ACRE Plan; and

WHEREAS, the intent of ACRE is to reduce agricultural chemicals in groundwater to levels that no longer pose threats to human health and the environment; and

WHEREAS, the draft ACRE Plan was developed through extensive research on current Minnesota programs and other state programs focused on improving water quality from agricultural operations, completion of a groundwater nitrate modeling, a robust stakeholder engagement process, and guidance provided by the Board; and

WHEREAS, two rounds of public engagement (August-December 2021 and February-March 2022) were conducted to listen, test ideas, and refine plan actions; and

WHEREAS, the Dakota County Planning Commission reviewed the draft Plan on June 23, 2022, and recommended the release of the draft plan for a 30-day public review period to the Physical Development Committee of the Whole.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board hereby authorizes the release of the draft Agricultural Chemical Reduction Effort Plan

for a 45-day public review period from July 20 to September 3, 2022.

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022 with the amended resolution language.

Ayes: 7

DRAFT

**5.6 Adoption Of Natural Resource Management Plan For Lake Marion Greenway**

Motion: Mary Liz Holberg

Second: Mary Hamann-Roland

Chris Klatt, Natural Resource Specialist, presented this item and responded to questions.

WHEREAS, the County Board adopted the Natural Resources Management System Plan, which determined that Natural Resource Management Plans (NRMPs) would be developed for all County Parks, Greenways, and Easements; and

WHEREAS, Stantec was hired to develop the Lake Marion and North Creek Greenway NRMPs, and it addresses natural resource management on non-County lands in proximity to the Greenway; and

WHEREAS, a Technical Advisory Committee consisting of staff from host communities, other agencies, and major landowners convened on January 7, 2022, to discuss future development and natural resource management on these lands; and

WHEREAS, the Dakota County Planning Commission reviewed the Lake Marion and North Creek Greenway NRMP Study Areas and initial findings on July 22, 2021, then reviewed the recommendations, restoration work plan, and proposed cost-share structure and recommended the Drafts be released to the public on February 24, 2022; and

WHEREAS, by Resolution No. 22-122 (March 22, 2022), the County Board approved the release of the Drafts to the public for a 60-day review period; and

WHEREAS, during the public review period, County staff presented and solicited feedback from municipal citizen advisory boards and two Public Open Houses; and

WHEREAS, the Dakota County Planning Commission reviewed the final Draft of the Lake Marion Greenway NRMP and recommended adoption of the Plan on June 23, 2022.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the Lake Marion Greenway Natural Resources Management Plan.

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

Ayes: 7

**5.7 Update On 2022 Buildings And Parks Capital Improvement Projects**

Jay Biedny, Capital Projects Manager, Capital Projects Management, presented this item and responded to questions.

Information only; no action requested.

**5.8 Update On Office Of Performance And Analysis Greenhouse Cost Study**

Tom Lewanski, Natural Resources Manager, Parks, and Penny Anderson, Management Analyst II, Office of Performance and Analysis, presented this item and responded to questions.

Shannon Montante, Natural Resource Specialist, and Jay Biedny, Capital Projects Manager, were in the audience and responded to Commissioner questions.

Based on the discussion, the committee viewed the general concept of the greenhouse favorably. Staff will develop plans to include a greenhouse in future Capital Improvement Program requests for County Board consideration.

Information only; no action requested.

**6. Physical Development Director's Report**

Georg Fischer, Physical Development Director, provided the Committee with a written Division update and responded to questions.

Jake Chapek was introduced as the new Assistant County Engineer in Transportation.

**7. Adjournment**

**7.1 Adjournment**

Motion: Mary Hamann-Roland

Second: Mike Slavik

On a motion by Commissioner Mary Hamann-Roland, seconded by Commissioner Mike Slavik, the meeting was adjourned at 12:28 p.m.

Ayes: 7

Respectfully submitted,

Liz Hansen  
Administrative Coordinator



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1213

Agenda #: 4.2

Meeting Date: 8/16/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Joint Powers Agreement With City Of Burnsville For Household Hazardous Waste Drop-Off Day Event**

### **PURPOSE/ACTION REQUESTED**

Authorize execution of a joint powers agreement (JPA) with the City of Burnsville for household hazardous waste (HHW) drop-off day event (HHW event) in 2022.

### **SUMMARY**

By Resolution No. 18-493 (September 18, 2018), the County Board adopted the Dakota County Solid Waste Master Plan (Master Plan). The Master Plan supports the Dakota County Board of Commissioner's goal to remove HHW from the solid waste stream because of health, safety, and environmental concerns and includes a strategy for proper HHW management opportunities in communities located in the County.

Household hazardous waste events have been held in Dakota County since 1985, are available to all County residents, and have provided an opportunity for proper disposal of items such as paint, pesticides, used oil, cleaning supplies, and other HHW.

Historically, HHW events have been held in Burnsville, Farmington, Hastings, and Lakeville. Burnsville is the only city requesting an event in 2022.

### Proposed 2022 HHW Event

The Burnsville HHW event is scheduled for September 24, 2022.

### Terms of the JPA

Under the proposed JPA, the County will provide equipment, staff and publicity outside the collection area; pay for HHW and electronics/small household electronics management; and distribute information on the hours, location, and materials regularly accepted at The Recycling Zone. Burnsville will provide the site, equipment, staff, and local publicity and may also organize, collect, properly manage, and charge/pay for additional items such as tires. (Attachment: HHW Event JPA Template)

### **RECOMMENDATION**

Staff recommends executing a JPA with the City of Burnsville for a HHW event in 2022.

### **EXPLANATION OF FISCAL/FTE IMPACTS**

The estimated County cost for the 2022 event in Burnsville is \$45,000. Cost estimates are based on previous HHW event costs and provisions in the current electronics vendor contract. The total cost for the event is included in the approved 2022 Environmental Resources Department Budget.

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

## RESOLUTION

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

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

WHEREAS, the Master Plan includes a strategy for proper HHW management opportunities in communities located in the County; and

WHEREAS, each year, Dakota County requests feedback on community interest and ability to host a one-day HHW drop-off day event to promote ease of collection in each part of the County; and

WHEREAS, Dakota County has collaborated with cities for two to four HHW events each year since 1985 through approved joint powers agreements (JPA); and

WHEREAS, a HHW in 2022 has been requested by the City of Burnsville; and

WHEREAS, the City of Burnsville has identified the ability to provide the necessary facilities and resources to serve the vehicle participants.

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 Burnsville to conduct a household hazardous waste event in 2022, subject to the availability of adequate funds, subject to review by the County Risk Manager, and subject to approval by the County Attorney's Office as to form.

## PREVIOUS BOARD ACTION

18-493; 9/18/18

## ATTACHMENTS

Attachment: HHW Event JPA Template

## BOARD GOALS

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

## PUBLIC ENGAGEMENT LEVEL



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**Item Number:** DC-1213

**Agenda #:** 4.2

**Meeting Date:** 8/16/2022

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☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

**CONTACT**

Department Head: Georg T. Fischer

Author: Dave Magnuson

**JOINT POWERS AGREEMENT  
BETWEEN DAKOTA COUNTY  
AND  
THE CITY OF BURNSVILLE  
FOR A HOUSEHOLD HAZARDOUS WASTE  
COLLECTION EVENT**

**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 (County) is a political subdivision of the State of Minnesota; and

**WHEREAS**, the City of Burnsville (City) is a governmental and political subdivision of the State of Minnesota; and

**WHEREAS**, the parties desire to conduct a household hazardous waste and electronics collection event in the City.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for the organization and implementation of a household hazardous waste and electronics collection event to be held in the City during 2022 (EVENT).

**ARTICLE 2  
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Burnsville, Minnesota (City).

**ARTICLE 3  
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until completion by the parties of their respective obligations under this Agreement, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4  
COOPERATION**

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

**ARTICLE 5  
OBLIGATIONS OF PARTIES**

- 5.1 CONTRACTS WITH VENDORS.** The packaging, analysis, storage transportation and disposal of household hazardous wastes and electronics generated by the EVENT shall be governed by the terms of separate contracts between the County and its vendors, copies of which will be provided to the City upon request. The packaging, analysis, storage, transportation and disposal of additional items collected by the City at the EVENT shall be governed by the terms of separate contracts between the City and its vendors, copies of which will be provided to the County upon request. The County and the City acknowledge and agree to abide by the terms of said contracts.
- 5.2 SITE.** The collection site for the EVENT will be located at the City of Burnsville Maintenance Center, 13713 Frontier Court, Burnsville.
- 5.3 GENERAL DUTIES OF PARTIES.**

Each party shall assist in the organizational duties associated with the EVENT, including site set-up and coordination, volunteer coordination, and publicity for the EVENT.

In general, the County will provide equipment, staff, coordination and reimbursement of the household hazardous waste and electronics disposal contractors (vendor). The County will be primarily responsible for collection and sorting of household hazardous waste and electronics. The County will provide personal safety equipment, including gloves, safety glasses and, as needed, protective aprons and/or coveralls for the County and City workers.

In general, the City will provide a site at which the EVENT will take place, vendors and staffing for the collection and management of solid wastes (trash), recyclables (including cardboard), lead-acid batteries, and used oil received during the EVENT, and, if planned, may also organize, collect, and properly manage additional items, such as tires, appliances, and scrap metal, received during the EVENT. The City will provide reimbursement to the disposal contractor (vendor) for all planned items collected. In addition, the City will be primarily responsible for traffic control and staffing for the collection of oil filters and antifreeze. The City will provide necessary operational equipment at the site, fire extinguishers, eye wash and emergency shower, forklift and forklift operator, dumpsters, directional signs, sanitary facilities and running water.

- 5.4 PUBLICITY.** The City will provide publicity for the purpose of advertising the EVENT. In publicizing the EVENT, the City shall follow the *Communication and Outreach Guidelines for Household Hazardous Waste/Electronics Collection Events* attached hereto and incorporated herein by this reference as Exhibit 1. The City will ensure that all EVENT publicity developed by the City is approved by the Dakota County Liaison before being used. The County will provide publicity for the EVENT outside of the City area.
- 5.5 WORKERS.** The County will provide 8 to 10 employees or volunteers to staff the collection site and the City shall provide at least 15 employees or volunteers to staff the collection site specifically at the HHW and electronics collection areas. All workers must be at least 18-years of age and will read and be familiar with the document entitled "Household Hazardous Waste Site Safety Plan" (HHWSP) prior to the EVENT. The HHWSP shall be present and easily accessible to all workers at the site.
- 5.6 HAZARDOUS WASTE GENERATOR NUMBER.** The County will act as the hazardous waste generator for all household quantities of accepted hazardous waste collected at the site during the EVENT.
- 5.7 ACKNOWLEDGEMENT.** The City and County shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices and presentations relating to the EVENT. This section shall survive the termination of this Agreement.

## **ARTICLE 6 COSTS**

- 6.1 EMPLOYEES.** Each party shall be responsible for payment to their own employees. No party shall be liable to the other party for any remuneration to the other party's employees.
- 6.2 CITY'S COSTS.** The City is responsible for the payment of the costs associated with the following:
- A. Supplying the operational equipment at the site, fire extinguishers, forklift, forklift operator, dumpsters, chairs, directional signs, sanitary facilities, running water, cardboard recycling, and traffic control and coordination.
  - B. The collection, proper management and disposal of solid wastes (trash), recyclables (including cardboard), lead-acid batteries, used oil and any additional items received during the EVENT, such as tires, appliances and scrap metal. Disposal of City-collected materials shall be governed by agreements between the City and the vendor(s) of its choice.
  - C. The City may charge residents for planned and publicized additional items collected during the EVENT. Any fees collected must not exceed the City's anticipated costs for managing the additional items.

- 6.3 COUNTY'S COSTS.** Except as to wastes identified in Section 6.2, the County shall be responsible for the payment of all costs for packaging, storage, transportation and disposal of household hazard waste and electronics collected at the EVENT.

## **ARTICLE 7 INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

## **ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS**

- 8.1 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Georg T. Fischer  
Environmental Resources Department Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

TO THE CITY: Elizabeth Kautz  
Mayor, City of Burnsville  
100 Civic Center Parkway  
Burnsville, MN 55337

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 8.2 LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison  
Rolland Meillier  
Telephone: (952) 891-7545  
Email: Rolland.meillier@co.dakota.mn.us

City Liaison  
Caroline McFadden  
Telephone: (952) 895-4524  
Email: Caroline.McFadden@burnsvillemn.gov

## **ARTICLE 9 TERMINATION**

- 9.1 IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which

arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

- 9.2 TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **ARTICLE 10 GENERAL PROVISIONS**

- 10.1 SUBCONTRACTING.** The parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.
- 10.2 EXCUSED DEFAULT – 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.
- 10.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. All remedies available to either party for breach of this Agreement 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. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and the City.
- 10.4 COMPLIANCE WITH LAWS/STANDARDS.** The City and the County agree to abide by all federal, state or 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 either party is responsible.
- 10.5 MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and the City.
- 10.6 MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.
- 10.7 MERGER.** This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
- 10.8 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 hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney/Date  
KS-14-33  
County Board Res. No. 21-356

**DAKOTA COUNTY**

By \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**CITY OF HASTINGS**

By \_\_\_\_\_

Elizabeth Kautz, Mayor

Date of Signature: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_, City Manager

Date of Signature: \_\_\_\_\_

## Communication and Outreach Guidelines for Household Hazardous Waste/Electronics Collection Events

To create consistency in the household hazardous waste promotions, Dakota County is asking the cities hosting household hazardous waste collection events to follow these guidelines in city electronic and print communications, including flyers, mailers, websites, E-News and other promotional materials.

### A. Required content:

City communication pieces should contain the following information:

1. Use “Dakota County and City of (*insert City name here*) Household Hazardous Waste Collection Event” as a description of the collection.
2. Use the City and Dakota County logo. See Section C. below for more details on the County’s logo.
3. Date, Day, Hours, and Address of the Household Hazardous Waste Collection Event.
4. List of household hazardous waste items (and other waste – e.g., electronics) that will be accepted). Include as many examples as space allows. See Section D. below for more details.
5. Clarify that household hazardous waste drop off is free, TVs and computer monitors will be charged \$10, and other electronics are free, and that drop off is open to all county residents, such as:
  - “Drop off is open to all County residents.” or
  - “All Dakota County residents can drop off household hazardous waste and electronics.” or
  - “Household hazardous waste—such as leftover paint, household cleaners, driveway sealers, lawn and garden chemicals, fluorescent bulbs and automotive fuels will be collected at the household hazardous waste drop-off day for free from all Dakota County residents.”
  - “TVs and computer monitors will be charged \$10, all other electronics are free”
6. Identify that a driver’s license is required.
7. Identify a city phone number and website for residents to get more information.
8. Acknowledge County support, such as: “The Household Hazardous Waste Collection Event is partially funded by the city of (*insert city name here*), Dakota County and the Minnesota Pollution Control Agency.” **NOTE:** “partially funded” is the required terminology for Dakota County acknowledgement; do not use “sponsored by.”
9. A list of unacceptable items (e.g., no business, farm or yard waste)
10. If space allows on the communication piece include information that The Recycling Zone is open year-round for residents that cannot make it to the collection event. Include The Recycling Zone’s website ([www.dakotacounty.us](http://www.dakotacounty.us), search *Recycling Zone*) and the phone number (952-891-7800 **NOTE new phone number starting July 2022**), if possible. It is preferred this be listed under “What if I Can’t Take it to the Household Hazardous Waste Collection Event?” at the bottom of the piece or away from the Collection Event location information to avoid confusion.

### B. Terminology.

City communication pieces should use the following terminology:





Use this:	Avoid this:
Household Hazardous Waste Collection Event	Event or Clean-Up Day
Household Hazardous Waste, Household Chemicals	Household waste, hazardous materials or HHW

Electronics	E-waste
Small household electronics	Small appliances

### C. Images.

Images of Dakota County's logo and household hazardous waste and electronics can be found in the Household Hazardous Waste, Electronics and Small Household Electronics toolkits at the Community Waste Abatement Grant OneDrive or on the Minnesota Pollution Control Agency website under Marketing Your HHW program.

Preferred images include, but are not limited to:

			
Dakota County logo – red, black or white  <i>Do not use former brown logo</i>	Household hazardous waste	Electronics	Small household electronics

### D. List of types of wastes accepted.

The list below includes items that have been collected at Household Hazardous Waste Collection Events. Items on the Household Hazardous Waste, Electronics and Small Household Electronics lists are collected at all Household Hazardous Waste Collection Events.

It is best to include the entire list when promoting for websites, E-News and phone inquiries. If the list needs to be pared down (e.g., for print pieces), please use the material names identified below by an asterisk (\*).

#### Household hazardous waste

- Aerosols\*
- Antifreeze
- All batteries\*
- Driveway sealer
- Fluorescent light bulbs and tubes\*
- Household cleaners
- Gasoline and other fuels
- Lawn and garden chemicals\*
- Mercury thermometers and thermostats
- Oil /Oil filters
- Paint—latex or oil\*
- Paint thinner
- Pesticides
- Propane tanks/gas cylinders
- Varnish and Stains



- Weed and insect killers
- Wood preservatives
- Most products labeled dangerous, flammable, combustible, poisonous, or corrosive\*

### **Electronics**

- Answering machines
- Cell/smart phones\*
- Copiers (desktop only)
- Computer hardware\*  
(Keyboards, laptops, mouse, towers, hard drives, modems etc.)
- Computer monitors (\$10 fee per item)\*
- DVD/VHS players
- Handheld gaming systems
- Fax machines (desktop only)
- iPods®, MP3 and other portable media players
- Printers (desktop only)
- Scanners (desktop only)
- Stereo/radio equipment\*
- Tablets and e-readers
- Telephones
- Televisions (\$10 fee per item)\*
- Video game consoles /equipment

### **Small household electronics** (please remove batteries from all items)

- Blenders (remove jar/lid)\*
- Bread makers
- Cameras
- Carpet sweepers
- Clocks
- Clothing irons
- Coffee makers (remove glass pot)\*
- Electrical knives
- Electric toothbrushes
- Fans
- Food sealing equipment
- Fryers
- Hair dryers and irons
- Heaters
- Holiday lights/cords
- Metal tools (drills, screwdrivers, sanders, small saws, etc.)
- Mixers
- Remotes
- Shaving equipment
- Sewing machines
- Toasters and toaster ovens\*
- Vacuum cleaners (remove bags)\*

### **E. County Review and Approval.**

Ensure all communications pieces are reviewed and approved by the County Liaison before they are used or published.



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1237

Agenda #: 4.3

Meeting Date: 8/16/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Joint Powers Agreements With Cities And Dakota County Drug Task Force For Pharmaceutical Drug Collection Programs**

### **PURPOSE/ACTION REQUESTED**

Authorize the execution of separate joint powers agreements (JPAs) with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul and the Dakota County Drug Task Force to continue to collect household pharmaceuticals at law enforcement facilities (Attachment: JPA).

### **SUMMARY**

Historically, unused drugs were flushed or thrown in the trash. Both methods can lead to groundwater contamination and cause adverse effects to fish and other aquatic wildlife and unintentional human exposure. Discarded drugs are also highly susceptible to diversion and abuse. The Secure and Responsible Drug Disposal Act was enacted in 2010 and allows the U.S. Drug Enforcement Administration (USDEA) to regulate the collection and disposal of unused or unwanted pharmaceuticals and allows for voluntary collection of unused drugs in drop-boxes by law enforcement and at pharmacies. To date, only three pharmacies in Dakota County have registered with the USDEA to collect pharmaceuticals. The need for safe, convenient disposal opportunities is growing. Law enforcement drop-box locations provide a much-needed disposal option for Dakota County residents.

In 2011, by Resolution No. 11-514 (October 18, 2011), the County Board authorized staff to implement an interim collection and proper disposal program (Program) for unused, unwanted or expired pharmaceutical drugs, including controlled substances and over-the-counter medications (pharmaceuticals) by installing secure drop boxes at the Dakota County Law Enforcement Center in Hastings and at the West St. Paul and Burnsville Police Departments. In 2013, by Resolution No. 13-042 (January 22, 2013) the County Board authorized additional drop-boxes in eight cities. Continuation of the Program was approved in 2018 by Resolution No. 18-324 (June 6, 2018). The Program has been very successful, growing from 1,200 pounds of pharmaceuticals collected in 2011 to 11,800 pounds in 2021. The current JPAs are expiring and must be renewed.

### JPA Terms and Conditions

JPAs are proposed to identify County, Dakota County Drug Task Force, and city responsibilities for collections at city law enforcement facilities. Proposed County responsibilities include obtaining necessary Federal/State approvals; purchasing and installing drop boxes and signage; providing

containers for unacceptable materials (e.g., sharps); storing and relinquishing collected pharmaceuticals for disposal; selecting disposal facilities; and paying for pharmaceutical disposal. Proposed city responsibilities include providing a secure drop-box location; maintaining the drop-box; collecting, weighing, packaging, and storing collected pharmaceuticals and unacceptable materials; and transporting collected pharmaceuticals to the Dakota County Drug Task Force facility. The proposed responsibilities of the Dakota County Drug Task Force include securely storing the collected pharmaceuticals until disposed, transporting the pharmaceuticals to the disposal facility, and providing a pick-up location for Program supplies.

### RECOMMENDATION

Staff recommends the County Board authorizes the County Manager to execute the JPA's required for the continuation of the Program.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2022 Environmental Resources Department budget for pharmaceutical disposal of \$8,000 is sufficient to cover expected costs in 2022. Funding for subsequent years will be included in the annual Environmental Resources Department operating budget requests.

- |  |  |   |
|--|--|---|
| <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 supports public safety and protection of public health and the environment; and

WHEREAS, the nonmedical use and disposal of prescription drugs and over-the-counter medications (pharmaceuticals) are growing problems in the United States; and

WHEREAS, expired or unwanted pharmaceuticals from households have traditionally been disposed of by flushing them down the toilet or drain, which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life; and

WHEREAS, pharmaceuticals are highly susceptible to diversion, misuse, and abuse; and

WHEREAS, removing expired or unwanted pharmaceuticals from the possibility of potential abuse and keeping them out of the environment are important goals; and

WHEREAS, by Resolution No. 11-514 (October 18, 2011) the County Board authorized an interim collection program for unused, unwanted, or expired pharmaceuticals by installing drop-boxes in the cities of West St Paul and Burnsville and at the Dakota County Law Enforcement Center in Hastings; and

WHEREAS, by Resolution No. 13-042 (January 22, 2013) the County Board authorized staff to implement a pharmaceutical drug collection program (Program) for the collection and proper disposal of pharmaceuticals, including controlled substances, by installing secure drop boxes at the cities of Apple Valley, Eagan, Farmington, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, and South St. Paul to expand on the Program already in place at the Dakota County Law Enforcement

Center in Hastings and at the West St. Paul and Burnsville Police Departments; and

WHEREAS, by Resolution No. 18-324 (June 19, 2018), the County Board authorized staff to continue the Program; and

WHEREAS, the Program continues to be successful, growing from collecting 1,200 pounds in 2011 to 11,800 pounds of pharmaceuticals in 2021; and

WHEREAS, the joint powers agreements that were authorized in 2018 are expiring, and the cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul have expressed interest in continuing Program participation; and

WHEREAS, the Drug Task Force has expressed interest in continuing its role in the Program.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to execute separate joint powers agreements with the cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul and the Dakota County Drug Task Force to continue pharmaceutical collection programs for residents, as substantially presented to the Physical Development Committee of the Whole on August 16, 2022, subject to funding levels approved by the County Board as part of the annual budget, and subject to approval by the County Attorney's Office as to form.

#### **PREVIOUS BOARD ACTION**

11-514; 10/18/11

13-042; 1/22/13

18-324; 6/19/18

#### **ATTACHMENTS**

Attachment: Joint Powers Agreement

#### **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: Georg T. Fischer

Author: Dave Magnuson

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA  
THE CITY OF \_\_\_\_\_**

**AND**

**THE DAKOTA COUNTY DRUG TASK FORCE  
FOR PHARMACEUTICAL DRUG DISPOSAL PROGRAM**

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

**WHEREAS**, County of Dakota ("County"), and the City of \_\_\_\_\_ ("City"), are political subdivisions of the State of Minnesota; and

**WHEREAS**, the Dakota County Drug Task Force (DCDTF) is a joint powers organization created under Minn. Stat. § 471.59 acting through the Dakota County Drug Task Force Administrative Board;

**WHEREAS**, the nonmedical use of and disposal of prescription drugs are growing problems in the United States; and

**WHEREAS**, expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life; and

**WHEREAS**, prescription drugs are highly susceptible to diversion, misuse and abuse; and

**WHEREAS**, according to the 2016 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined; and

**WHEREAS**, studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet; and

**WHEREAS**, medications are also a significant cause of accidental poisoning and death; and

**WHEREAS**, removing expired or unwanted prescriptions or over-the-counter medications (collectively referred to herein as "pharmaceutical drugs") from the possibility of potential abuse and keeping them out of the environment is an important goal; and

**WHEREAS**, the City desires to establish a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances ("Program") and the County and DCDTF desire to provide assistance for the Program.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the County, the City, and DCDTF shall derive from this Agreement, the County, the City, and DCDTF hereby enter into this Agreement for the purposes stated herein.

**SECTION 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the County, the City, and DCDTF for the organization and implementation of the Program.

**SECTION 2  
PARTIES**

The parties to this Agreement are the County, the City, and DCDTF, collectively referred to as the "Parties".

### **SECTION 3 TERM**

This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2022, unless earlier terminated by law or according to the provisions of this Agreement.

### **SECTION 4 COOPERATION**

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

### **SECTION 5 OBLIGATIONS OF THE PARTIES**

#### **5.1 RESPONSIBILITIES OF THE PARTIES.**

##### **A. Program Approval and Reporting Requirements.**

- The County shall obtain any necessary approvals from the Minnesota Pollution Control Agency ("MPCA") for conducting the Program, including obtaining a hazardous waste generator number if necessary.
- In accordance with federal law, the County shall obtain any necessary approvals from the U.S. Drug Enforcement Administration Program ("DEA") for conducting the Program.
- The County shall obtain any necessary approvals from the Minnesota Board of Pharmacy ("MBP") for conducting the Program.
- The County is responsible for generating and filing any necessary reports with the MPCA, the DEA, and the MBP, or with any other local, state, or federal government or agency as required by any applicable law, statute, ordinance, rule or regulation.

##### **B. Drop Box.**

- The City may maintain a drop box in a secure location at the City's Police Department. The costs associated with maintaining the drop box shall be the responsibility of the City.
- If requested by the City, the County, through its Communications Department and Sheriff's Office, will provide signage for the drop box consistent with signage provided by the County to other cities participating in the Program.

##### **C. Collection, Monitoring and Transportation to Dakota County Drug Task Force.**

- The drop box must be emptied by licensed peace officers employed by the City.
- The City, through the use of its licensed peace officers, is responsible for collecting and packaging pharmaceutical drugs deposited in the drop box. Packaging shall be provided to the City by the County at no cost to the City. The packaging must be of a type that is appropriate for the waste and will be accepted by the incinerator selected by the County pursuant to Section 5.1(E) of this Agreement.
- The costs associated with monitoring the drop box and collecting/packaging/storing the deposited pharmaceutical drugs shall be the responsibility of the City.
- After removing the collected pharmaceutical drugs from the drop box, licensed peace officers of the City's Police Department shall store the collected pharmaceutical drugs in a secure location at the police department until the pharmaceutical drugs are either properly disposed of or transferred to the Dakota County Drug Task Force for disposal.
- The City, through the use of licensed peace officers employed by the City, is responsible for transporting the collected pharmaceutical drugs to the Dakota County Drug Task Force to relinquish the collected pharmaceutical drugs for the purpose of disposal. The City shall be responsible for the costs associated with transportation of the pharmaceuticals to the Dakota County Drug Task Force. Prior to relinquishing possession of the collected pharmaceutical drugs,

the City shall record the weight of the pharmaceuticals and the number of containers given to the Dakota County Drug Task Force and shall report this information to the County's liaison.

- The County and the City will develop a mutually agreed upon chain of custody process to document the transfer and disposal of collected pharmaceutical drugs.
- The DCDTF shall store the pharmaceutical drugs until such time as County, through its Sheriff's Office, collects them for transport for disposal at the incineration facility selected by the County.
- 

**D. Collection and Disposal of Unacceptable Wastes.**

- The following wastes will not be accepted for collection in the drop box: sharps; thermometers; cancer medications (chemotherapy or radioactive pharmaceutical wastes); and medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.).
- If any such unacceptable wastes or other hazardous material are deposited into the drop box, the City is responsible for managing these wastes by removing them from the drop box and packaging them in appropriate containers.
- The City shall be responsible for delivering the unacceptable waste to the Dakota County Recycling Zone, 3365 Dodd Rd, Eagan, or to another mutually agreed upon location. The County, at County expense, will properly dispose of these unacceptable wastes. Medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.) will not be accepted at the Dakota County Recycling Zone and the City shall be responsible for the management of any such waste, including the disposal thereof.
- The City shall be responsible for the management of any trash (e.g., cans, bottles, paper bags, etc.) deposited into the drop box, including the disposal thereof.

**E. Disposal of Collected Pharmaceutical Drugs.**

- The County, through the Dakota County Sheriff's Office, shall be responsible for transporting the pharmaceutical drugs for disposal. The County shall be responsible for the costs associated with transportation of the pharmaceuticals drugs for disposal.
- The final method of disposal will be by incineration at a licensed/permitted incinerator chosen by the County. The County, through its Environmental Resources Department, shall select and execute a contract with the disposal facility for the disposal of the collected pharmaceutical drugs.
- During each calendar year of the term of this Agreement, the County shall pay for the costs of disposing the pharmaceutical drugs at the selected incinerator(s).

**F. Training.**

- The County, through its Environmental Resources Department and Sheriff's Office, will provide training to City employees on managing pharmaceutical wastes, as agreed to between the Environmental Resources Department, the Sheriff's Office and the City's liaison.

**G. Program Promotion and Acknowledgment.**

- The City is responsible for local promotion of the Program.
- The County and City shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices, and presentations relating to the Program. This section shall survive the expiration or termination of this Agreement.

**5.2 COSTS OF EMPLOYEES.** In carrying out their respective obligations under this Agreement, each party shall be responsible for payment to their own employees. No party shall be liable to any other party for any remuneration to the other party's employees.

**5.3 COMPLIANCE WITH LAWS/STANDARDS.** The City, County, and DCDTF shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in conducting the Program.

## SECTION 6 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County, the City, and DCDTF. The provisions of this section shall survive the expiration or termination of this Agreement.

## SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS

**7.1 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the authorized representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

**TO THE COUNTY:**

Georg T. Fischer, Director, or successor  
Environmental Resources Department  
14955 Galaxie Ave  
Apple Valley, MN 55124

**TO THE CITY:**

\_\_\_\_\_ or successor, Mayor

**TO THE DCDTF:**

Lt. Brian Sturgeon or successor, Chair  
Dakota County Drug Task Force Administrative Board  
West St. Paul Police Department  
1616 Humboldt Ave.  
West St. Paul, MN 55118

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

**7.2 LIAISONS.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison from each party shall be designated by each party. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

**County Sheriff Liaison:**

Dan Bianconi, or successor  
Telephone: (651) 4384721  
Email: [Daniel.bianconi@co.dakota.mn.us](mailto:Daniel.bianconi@co.dakota.mn.us)

**City Liaison:**

Telephone:  
Email:

**County Environmental Resources Liaison:**

Laura Villa, or successor  
Telephone: (952) 891-7548  
Email: [laura.villa@co.dakota.mn.us](mailto:laura.villa@co.dakota.mn.us)

**DCDTF Liaison:**

Sgt. James Gabriel, or successor  
Telephone: (651) 994-6221  
Email: [james.gabriel@co.dakota.mn.us](mailto:james.gabriel@co.dakota.mn.us)

## SECTION 8 TERMINATION

**8.1 IN GENERAL.** Any party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 45 days' written notice, of its intent to terminate, to the other Parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall



be made by certified mail or personal delivery to the authorized representative of the other Parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

- 8.2 TERMINATION FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, any party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the terminating party to the other Parties by facsimile is sufficient notice under this section. The terminating party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. No party will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **SECTION 9 GENERAL PROVISIONS**

- 9.1 SUBCONTRACTING.** The Parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all Parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.
- 9.2 EXCUSED DEFAULT – FORCE MAJEURE.** No party shall be liable to the other Parties 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 terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 9.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. All remedies available to all Parties for breach of this Agreement 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. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County, the City, and DCDTF.
- 9.4 MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County, the City, and DCDTF.
- 9.5 MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.
- 9.6 MERGER.** This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
- 9.7 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 any party.

**9.8 WAIVER.** If any party fails to enforce any provision of this Agreement, that failure does not waive the provision or right to enforce it.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

**DAKOTA COUNTY**

\_\_\_\_\_  
Assistant County Attorney/Date  
KS-18-98  
County Board Res. No. 18-\_\_\_\_\_

By \_\_\_\_\_  
Georg T. Fischer, Director  
Environmental Resources Department  
Date of Signature: \_\_\_\_\_

**CITY OF \_\_\_\_\_**

\_\_\_\_\_  
City Attorney  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk  
Date of Signature: \_\_\_\_\_

**DAKOTA COUNTY DRUG TASK FORCE**

\_\_\_\_\_  
Signature \_\_\_\_\_

By:  
Lt. Brian Sturgeon  
Chair, Administrative Board  
Date of \_\_\_\_\_



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1238

Agenda #: 4.4

Meeting Date: 8/16/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute Contract Amendment With American Cylinder, LLC For Compressed Gas Cylinder Disposal**

### PURPOSE/ACTION REQUESTED

Authorize the increase to the contract maximum on the existing contract with American Cylinder, LLC, dba All Safe Global (All Safe) for compressed gas cylinder recycling and disposal.

### SUMMARY

Minn. Stat. § 115A.96 requires counties to have a household hazardous waste (HHW) program that provides for collection, storage, and proper management of hazardous waste to keep it out of the solid waste stream. Compressed gas cylinders are classified as hazardous waste because they often contain dangerous material and are under pressure.

All Safe is the vendor currently contracted by Dakota County to manage most compressed gas cylinders collected at the Recycling Zone. In 2021, Dakota County shipped over 59,000 pounds of cylinders with All Safe, including propane, acetylene, freon, and fire extinguishers. The current three-year contract has a contract maximum payment of \$99,000 and a contract expiration date of October 21, 2023. Due to the increased cost for cylinder management and shipping, staff requests an increase in the contract maximum on the existing contract to \$130,000.

### RECOMMENDATION

Staff recommends increasing the All Safe contract maximum payment to \$130,000 for hazardous waste management of compressed gas cylinder recycling and disposal.

### EXPLANATION OF FISCAL/FTE IMPACTS

The 2022 Environmental Resources Department budget includes funds for household hazardous waste disposal. The contract with All Safe is expected to cost \$45,000 annually and is covered under the current household hazardous waste disposal 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, Minn. Stat. § 115A.96 requires counties to have a household hazardous waste (HHW) program to help keep hazardous waste out of the solid waste stream; and

WHEREAS, the Dakota County Board of Commissioners wishes to provide an HHW program to further the goals of protecting public health and the environment; and

WHEREAS, Dakota County has an existing three-year contract with American Cylinder, LLC; and

WHEREAS, the current contract with American Cylinder, LLC, needs to be increased to \$130,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to amend the existing contract with American Cylinder, LLC, to a maximum payment of \$130,000, subject to 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 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: Georg T. Fischer

Author: Dave Magnuson



# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-1255

Agenda #: 4.5

Meeting Date: 8/16/2022

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**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Acquisition Of Conservation Easement On Bauer Property Adjacent To Spring Lake Park Reserve In Nininger Township And Authorization To Amend 2022 Environmental Resources Capital Improvement Program Budget**

### PURPOSE/ACTION REQUESTED

Authorize expenditure of up to \$65,815 to acquire and restore a 5.61-acre permanent natural area conservation easement (Easement) on the Alfred and Julie Bauer and Gordon and Cynthia Bauer (Bauer) property; authorize the Physical Development Director (PDD) to sign the purchase agreement (PA); authorize the County Board Chair to execute the Easement and sign a Notice of Funding Restriction (NOFR), and authorize amendment of the 2022 Environmental Resources (ER) Capital Improvement Program (CIP) budget.

### SUMMARY

The Bauer's own 56.3 acres of property adjacent to the southern boundary of Spring Lake Park Reserve (SLPR) in Nininger Township. Previously, the Bauer's cooperated with the County on completing ravine stabilization projects on both their county properties that also included significant removal of solid waste. The proposed 5.61-acre Easement acquisition, located within the Spring Lake Conservation Focus Area identified in the Land Conservation Plan for Dakota County, includes the area of the ravine stabilization projects on the Bauer property, previously cultivated land that will be restored to provide additional wildlife habitat, and a vegetative buffer between cultivated farmland and the park. The proposed Easement will also allow County staff to more easily access portions of SLPR for natural resource restoration and maintenance. The legal descriptions and depiction of the Easement and access are attached.

An independent appraisal was completed, reviewed, and approved by County staff. The Bauers have agreed to sell the Easement for the \$52,315 appraised value and are willing to contribute a match towards restoration costs.

State Outdoor Heritage (OH) funding approved by the 2022 Minnesota Legislature (ML22) for both acquisition and restoration is available for this project. A NOFR must be signed by the County Board Chair requiring any future sale of the Easement be approved of by the Lessard-Sams Outdoor Heritage Council or its successor.

The financial summary of the project is as follows:

	Appraised Value	Estimated Closing Costs	Estimated Total Acquisition Cost	Estimated Restoration Cost	Landowner Contribution	Outdoor Heritage Funding	County Cost
Acquisition	\$52,315	\$1,000	\$53,315	-	-	\$39,986	\$13,329
Restoration	-	-	-	\$12,500	\$1,250	\$8,438	\$2,812
Totals	\$52,315	\$1,000	\$53,315	\$12,500	\$1,250	\$48,424	\$16,141

## RECOMMENDATION

Staff recommends approval of the acquisition of the Easement on the Bauer property; authorization for the PDD to execute the PA; authorization for the County Board Chair to execute the Easement and NOFR; and authorization to amend the 2022 ER CIP budget.

## EXPLANATION OF FISCAL/FTE IMPACTS

There are adequate ML22 OH funds and County match funds in the 2022 ER CIP for acquisition and restoration. A budget amendment is needed to establish the project budget.

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

## RESOLUTION

WHEREAS, Alfred and Julie Bauer and Gordon and Cynthia Bauer (collectively Bauer) own 56.34 acres adjacent to Spring Lake Park Reserve (SLPR); and

WHEREAS, the Bauer's cooperated with the County in completing two ravine stabilization projects, including removal of solid waste from both the Bauer and park properties in early 2022; and

WHEREAS, the 2020 Land Conservation Plan for Dakota County identified 24 Preliminary Conservation Focus Areas (CFA), including the Spring Lake CFA in Nininger Township, which includes a portion of the Bauer property; and

WHEREAS, County staff proposed protecting and restoring a portion of the Bauer property that would include the ravine stabilization project area, provide a vegetative buffer between cultivated farmland and the park and additional wildlife habitat, and allow County staff to more easily access portions of SLPR for natural resource restoration and maintenance; and

WHEREAS, County staff completed, reviewed, and approved an independent appraisal of a 5.61-acre permanent natural area conservation easement (Easement) on the Bauer property in April 2022; and

WHEREAS, the Bauer's have agreed to sell the Easement for the appraised \$52,315 and contribute an estimated \$1,250 of the estimated \$12,500 restoration costs; and

WHEREAS, the estimated closing costs are \$1,000; and

WHEREAS, acquisition of the 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 fund balance from Minnesota ML22 OH funds and County grant match funds for this project; and

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

WHEREAS, the Physical Development Director (PDD) is required to sign the purchase agreement (PA) to acquire the Easement on the Bauer property; and

WHEREAS, the final acquisition costs of the Bauer property will be determined after the settlement statement is 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 \$65,815, including \$52,315 to acquire the 5.61-acre Easement on the Bauer property, an estimated \$1,000 in closing costs, and an estimated \$12,500 for restoration costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the PDD to execute the PA with the Bauer's to acquire the 5.61-acre Easement, 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 OH funds for acquiring the Easement on the Bauer property, subject to approval by the CAO as to form; and

BE IT FURTHER RESOLVED, That the 2022 ER CIP budget is hereby amended as follows:

#### **Expense**

Acquisition of the Easement on Bauer property (LC10081)	\$53,315
Restoration of the Bauer Easement (LC30048)	\$11,250
ML 22 OH (LC00010)	<u>(\$64,565)</u>
<b>Total Expense</b>	<b>\$0</b>

#### **Revenue**

Acquisition:	
ML 22 OH Grant Funding - Bauer Acquisition (LC10081)	\$39,986
ML 22 OH County Grant Match - Bauer Acquisition (LC10081)	\$13,329
ML 22 OH Grant Funding (LC00010)	<u>(\$39,986)</u>
ML 22 OH County Grant Match (LC00010)	<u>(\$13,329)</u>
<b>Total Revenue - Acquisition</b>	<b>\$0</b>

#### **Restoration:**

ML 22 OH Grant Funding - Bauer Restoration (LC30048)	\$8,438
ML 22 OH County Grant Match - Bauer Restoration (LC30048)	\$2,812
ML 22 OH Grant Funding - Bauer Restoration (LC00010)	<u>(\$8,438)</u>
ML 22 OH County Grant Match (LC00010)	<u>(\$2,812)</u>

**Total Revenue - Restoration****\$0**

; and

BE IT FURTHER RESOLVED, That, following acquisition of the Easement on the Bauer property, staff will submit the necessary forms and documentation to the State of Minnesota (State) to receive approximately \$48,424 of reimbursement funds; and

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

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Legal Description of Easement and Access

Attachment: General Depiction of Easement and Access

**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: Alan Singer

Author: Alan Singer



## **Attachment:**

### **Legal Description of Conservation Easement on the Bauer Property**

A permanent natural area conservation easement over that part of the Northwest Quarter of the Southeast Quarter of Section 23, Township 115 North, Range 18 West, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter, thence North 00 degree 03 minutes 59 seconds East, assumed bearing, along the west line of said Southeast Quarter a distance of 1681.43 feet to the point of beginning of the easement to be described; thence continue North 00 degree 03 minutes 59 seconds East along said west line of said Southeast Quarter a distance of 469.00 feet; thence South 82 degrees 07 minutes 31 seconds East a distance of 405.17 feet; thence South 00 degrees 45 minutes 12 seconds West a distance of 290.74 feet; thence South 78 degrees 19 minutes 19 seconds East a distance of 923.95 feet to the east line of said Northwest Quarter of the Southeast Quarter; thence North 87 degrees 10 minutes 37 seconds West a distance of 1304.47 feet to the point of beginning.

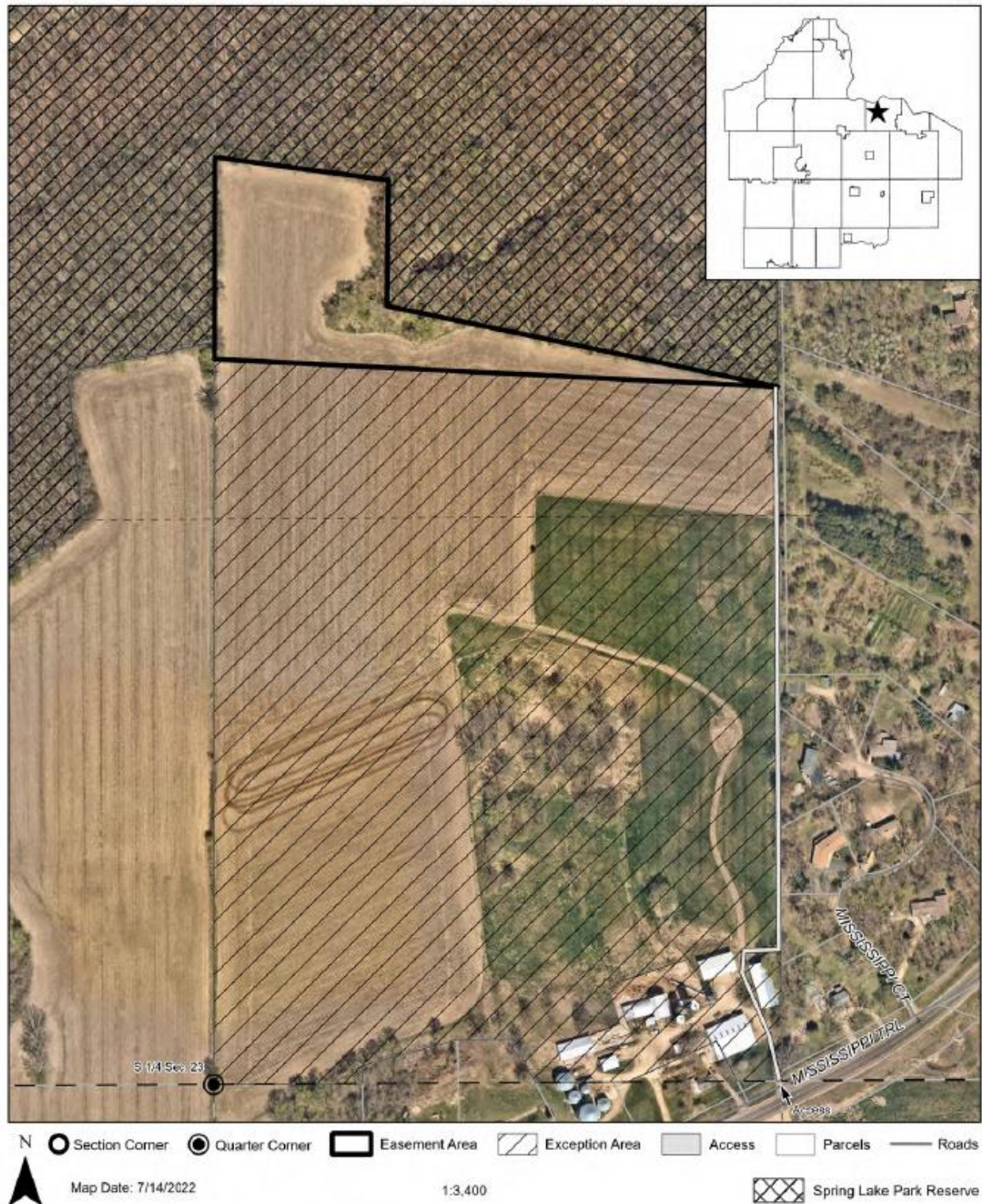
Easement Area = 5.61 acres

### **Legal Description of Access to Conservation Easement on the Bauer Property**

A 10.00 foot wide access easement over part of the West Half of the Southeast Quarter of Section 23, Township 115 North, Range 18 West, Dakota County, Minnesota, said easement lies 10.00 feet easterly and southerly of the following described line:

Commencing at the southeast corner of said West Half of the Southeast Quarter, thence South 89 degree 37 minutes 57 seconds West, assumed bearing, along the south line of said West Half of the Southeast Quarter a distance of 10.30 feet to the point of beginning of the line to be described; thence North 13 degree 06 minutes 18 seconds West a distance of 109.65 feet; thence North 23 degrees 27 minutes 32 seconds West a distance of 153.88 feet; thence North 04 degrees 06 minutes 52 seconds East a distance of 58.70 feet; thence North 88 degrees 33 minutes 10 seconds East a distance of 80.47 to the west line of the east 10.00 feet of said West Half of the Southeast Quarter; thence North 00 degrees 19 minutes 36 seconds West along said west line a distance of 1300.80 feet and said line there terminating.

**Attachment: Depiction of the Conservation Easement and Access on Bauer Property**





# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1273

Agenda #: 4.6

Meeting Date: 8/16/2022

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### TITLE

**Authorization To Execute \$6,066,000 State Outdoor Heritage Fund Grant Agreement For Natural Resource Protection And Restoration And Amend 2022 Environmental Resources Capital Improvement Program And Environmental Legacy Fund Budgets**

### PURPOSE/ACTION REQUESTED

Authorize execution of a \$6,066,000 2022 Minnesota Legislature Outdoor Heritage (OH) Grant Agreement with the Minnesota Department of Natural Resources (DNR) and amend the 2022 Environmental Resources (ER) Capital Improvement Program (CIP) and Environmental Legacy Fund Budgets (ELF).

### SUMMARY

The Minnesota Clean Water, Land, and Legacy constitutional amendment was approved in 2008, increasing the state sales and use tax and dedicating this revenue to natural resources and clean water, arts and cultural heritage, and parks and trails. A portion of the funds is accessed through application to the Lessard-Sams Outdoor Heritage Council (LSOHC), which makes funding recommendations to the state legislature for projects to protect, improve, and enhance wetlands, prairies, forests, and fish, game, and wildlife habitat. By Resolution No. 21-265 (May 18, 2021), the County Board authorized the submission of an \$8.1 million proposal that included funding for habitat restoration and enhancement in Regional Parks, Park Reserves, County Park Conservation Areas, other public lands, and protected private lands and acquisition of conservation easements and fee title of land located within regional greenway corridors, Conservation Focus Areas, and other areas containing priority natural areas. The LSOHC recommended \$6,066,000 of OH funds for the County to the 2022 Minnesota Legislature (ML22) in May 2022, and the ML22 appropriated \$6,066,000 of OH funds [ML 2022, Chapter 77, Article 1, Section. 2, Subd. 5(a) Dakota County Habitat Protection and Restoration, Ph. VII] to the DNR commissioner for a grant agreement with the County to acquire permanent conservation easements and land in fee and to restore and enhance riparian and other wildlife habitats in Dakota County.

A ML22 OH Accomplishment Plan detailing how the final funding appropriation will be spent was approved by the LSOHC on June 22, 2022. This plan includes up to \$3,045,000 for acquiring permanent easements and fee title to protect an estimated 465 acres. A total of \$2,971,00 is allocated for the restoration/enhancement of 920 acres, including an estimated 305 acres in Regional Parks, Park Reserves, and County Park Conservation Areas, with an additional \$50,000 for other professional services.

The 2022 ER CIP was approved using the \$5.2 million grant request and \$1.4 million of County

match. Since the final appropriation was different than the grant request, the 2022 ER CIP needs to be amended to reflect the final \$6,066,000 appropriation with a \$1,175,000 County match.

The attached ML22 OH Fund Grant Agreement is administered by the DNR. Execution of the grant agreement requires a resolution attesting that the County agrees to be the grantee, has the financial capability to complete the acquisition projects by June 30, 2022, and restoration projects by June 30, 2027, and restoration projects by June 30, 2027, will comply with all laws and regulations and authorizes execution of the agreement.

## RECOMMENDATION

Staff recommends that the County Board authorize the Physical Development Director to execute the ML22 OH Grant Agreement and to amend the 2022 ER CIP and 2022 ELF budgets.

## EXPLANATION OF FISCAL/FTE IMPACTS

The Adopted 2022 Environmental Resources CIP budget included a total budget of \$6,720,754 with \$5,236,000 budgeted from ML22 OH and \$1,434,754 of County match (see Attachment: Financial Summary). A budget amendment is needed to account for the additional ML22 OH funding and decreased County match.

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

## RESOLUTION

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

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

WHEREAS, the County has previously submitted funding proposals to the LSOHC and a total of \$13.57 million of Outdoor Heritage (OH) funds have been appropriated by the Minnesota Legislature (ML) to the County for acquisition and restoration between 2009 and 2021; and

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

WHEREAS, the LSOHC requested OH funding proposals for State fiscal year 2023 for 2022 Minnesota Legislature (ML22) review and approval; and

WHEREAS, staff developed an \$8.1 million ML22 OH funding request matched by \$1,570,000 of County funds that emphasized: 1) restoration of County-owned lands, other publicly owned lands



within Regional Greenway corridors and Conservation Focus Areas (CFA), and existing and new conservation easements (Easements) on private land; and 2) acquisition of Easement and/or fee title within Regional Greenways, CFAs, and other significant areas described in the LC Plan; and

WHEREAS, by Resolution No. 21-265 (May 18, 2021), the County Board of Commissioners authorized the submission of a ML22 OH grant request to the LSOHC; and

WHEREAS, the LSOHC reviewed the County's proposal and included \$6,060,000 of funding for the County in its recommendations to the ML22; and

WHEREAS, the ML22 approved and appropriated \$6,066,000 of OH funds to the commissioner of natural resources [ML 2022, Ch. 77, Art. 1, Sec. 2, subd. 5(a) Habitat Protection in Dakota County, Phase VIII] for an agreement with the County for the acquisition of permanent easements fee title and enhancement and restoration of aquatic and associated upland habitat in Dakota County; and

WHEREAS, the LSOHC approved the "Dakota County Habitat Protection/Restoration Phase VIII" Accomplishment Plan at its June 22, 2022, meeting; and

WHEREAS, the ML22 OH grant agreement is administered by the Minnesota Department of Natural Resources (DNR) and requires a County Board resolution attesting that the County act as the grantee for the grant; has the financial capability to complete the projects by June 30, 2027, or five years after acquisition, whichever is later; will comply with all laws and regulations; and authorizes execution of the agreement; and

WHEREAS, the 2022 Environmental Resources (ER) Capital Improvement Program (CIP) budget was approved based on \$5.2 million of OH funds being requested and matched by \$1.4 million of County funds; and

WHEREAS, a 2022 ER CIP budget amendment is required based on the final ML22 appropriation and reduced County funding match.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the ML22 OH Grant Agreement [ML 2022, Ch. 77, Art. 1, Sec. 2, subd.5(a) Habitat Protection in Dakota County, Phase VIII] with the DNR for habitat protection and restoration/enhancement projects in Dakota County, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That Dakota County hereby attests that it has the financial capability to ensure adequate completion of the habitat protection projects and certifies that it will comply with all applicable laws and regulations as stated in the ML22 OH Grant Agreement; and

BE IT FURTHER RESOLVED, That the County of Dakota shall act as the grantee for the ML22 OH Grant Agreement for habitat protection and restoration projects in Dakota County; and

BE IT FURTHER RESOLVED, That the 2022 Environmental Resources CIP is hereby amended as follows:

## Expense

Land Acquisition and Restoration/Enhancement	<u>\$570,246</u>
<b>Total Expense</b>	<b>\$570,246</b>

**Revenue**

ML22 OH Grant Funds	\$830,000
County Match to ML22 OH Funds (ELF)	<u>(\$259,754)</u>
<b>Total Revenue</b>	<b>\$570,246</b>

; and

BE IT FURTHER RESOLVED, That the 2022 Environmental Legacy Fund is hereby amended as follows:

**Revenue**

Reimburse Env. Resources CIP	\$259,754
Use of ELF Fund Balance	<u>(\$259,754)</u>
<b>Total Revenue</b>	<b>\$0</b>

**PREVIOUS BOARD ACTION**

21-265; 5/18/21

**ATTACHMENTS**

Attachment: ML22 OH Grant Agreement

Attachment: Financial Summary

**BOARD GOALS**

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

**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: Alan Singer

Author: Alan Singer

**Attachment: ML22 OH Grant Agreement**

**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT  
Outdoor Heritage Fund**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Dakota County, 14955 Galaxie Avenue, Apple Valley, MN, 55124 ("grantee").

**Recitals**

1. Under [Minn. Stat. §84.026](#) the Department of Natural Resources is empowered to enter into grant agreements.
2. Under ML 2022, Ch. 77, Art. 1, Sec. 2, subd. 5(a), Dakota County Habitat Protection/Restoration Phase VIII, \$6,066,000 is to the commissioner of natural resources for an agreement with Dakota County to acquire permanent conservation easements and land in fee and to restore and enhance riparian and other wildlife habitats in Dakota County. A list of proposed land acquisitions and restorations and enhancements must be provided as part of the required accomplishment plan.
3. The State awards to the Grantee for the purpose of conducting the program entitled Dakota County Habitat Protection/Restoration Phase VIII in the manner described in the Grantee's approved Accomplishment Plan.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement and [Minn. Stat. §97A.056](#). Pursuant to [Minn.Stat. §16B.98, Subd. 1](#), the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 *Effective Date:*** July 1, 2022

Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

**1.2 *Expiration Date***

Funds for acquiring real property are available until June 30, 2026. Funds for restoring or enhancing land not acquired with an appropriation in M.L. 2022, Chapter 77, Article 1, Section 2 are available until June 30, 2027. Funds for restoring and enhancing land acquired with an appropriation in M.L. 2022, Chapter 77, Article 1, Section 2 are available for four years after the acquisition date with a maximum end date of June 30, 2030. Funds for a project that receives at least 15 percent of its funding from federal funds are available until a date sufficient to match the availability of federal funding to a maximum of six years if the federal funding was confirmed and included in the original approved draft accomplishment plan.

**1.3 *Survival of Terms***

The following clauses survive the expiration or cancellation of this grant contract agreement: 10 Liability; 11 State Audits; 12 Government Data Practices and Intellectual Property; 14 Acknowledgment and Endorsement; 15 Governing Law, Jurisdiction, and Venue; 17 Data Disclosure; 221 Monitoring; and 25 Program Requirements.

**1.4 *Incur Expenses***

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2022, or the date the Accomplishment Plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided in M.L. 2022, Chapter 77, Article 1, Section 2, Subdivision 8.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will:

- 2.1 See Attachment A, approved accomplishment plan, which is incorporated and made a part of this agreement. If applicable, the Grantee shall provide the State's Authorized Representative a copy of the revised accomplishment plan and the corresponding LSOHC approval letter within one week of any LSOHC approved changes to the accomplishment plan.
- 2.2 The Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97, subdivision 4\(a\)\(1\)](#), [Minn. Stat. §97A.056](#), and [M.L. 2022, Chapter 77, Article 1, Section 2](#).
- 2.3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable

and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 8.2).

2.4 The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

2.5 The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract agreement.

### **4 Consideration and Payment**

Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

#### **4.1 Consideration.**

##### **4.1.1 Compensation**

Compensation in an amount not to exceed \$6,066,000 based on the following computation: See Attachment A for project budget.

##### **4.1.2 Matching requirements**

Grantee certifies that the following matching requirement for the grant will be met by Grantee. The total project cost is \$6,066,000. Grantee agrees to match at least \$0.00 of this project cost.

##### **4.1.3 Total Obligation**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Six Million Sixty Six Thousand Dollars and No Cents.

4.1.4 Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

#### **4.2 Payment**

##### **4.2.1 Payment**

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation, as defined in the current Reimbursement Manual, to the State for review and approval. The Grantee shall submit payment requests on a regular basis (i.e. quarterly).

If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case by case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

##### **4.2.2 Retainage**

The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of this agreement, unless otherwise excluded by the State in writing.

### **5 Use of Funds**

5.1 The Grantee shall use the proceeds of this agreement only for the eligible direct expenditures of the program as described in the approved accomplishment plan.

5.2 The Grantee may provide portions of the proceeds of this agreement to the State. Work done by the State must be so specified in the approved accomplishment plan. A letter shall be submitted to the State's Authorized Representative and include: work to be accomplished; the specific area of the accomplishment plan authorizing the work; the portion of the proceeds to be used by the State; and the name, title, address, phone number and e-mail address for the State's staff member assigned to accomplish the work. The State will have the opportunity to review the letter and approve the work prior to accepting the funds. The Grantee's proceeds available under clause 4, Consideration and Payment, of this agreement shall be reduced



by the amount provided for State use. In return, the State agrees to report back to the Grantee as to how appropriation funds were spent once the work is completed.

## **6 Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound to the most recent Reimbursement Manual, as provided by the State each state fiscal year

## **7 Authorized Representative**

The State's Authorized Representative is Katherine Sherman-Hoehn, Grants Manager, (651) 259-5533, [katherine.sherman-hoehn@state.mn.us](mailto:katherine.sherman-hoehn@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Lisa West, 14955 Galaxie Avenue, Apple Valley, MN, 55124, [lisa.west@co.dakota.mn.us](mailto:lisa.west@co.dakota.mn.us), or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## **8 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **8.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### **8.2 Amendments**

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

### **8.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **8.4 Grant Contract Agreement Complete**

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

## **9 Subcontractors, Contracting, and Bidding Requirements**

9.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the State. The Grantee will refer to the Subcontractors section in the current Reimbursement Manual, as provided by the State.

9.2 Per [Minn. Stat. §471.345](#), grantees that are Municipalities as defined in Subd. 1 must follow the law.

9.2.1 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

9.2.2 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statue 177.41](#) through [177.44](#). Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

9.2.3 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(http://www.mmd.admin.state.mn.us/debarredreport.asp\)](http://www.mmd.admin.state.mn.us/debarredreport.asp)

### 9.3 *Nongovernmental Organizations*

Must follow the below requirements or submit a copy of their organization's contracting policies via Attachment B for review and possible approval by the State's Authorized Representative. If the thresholds change during the life of the grant, the Grantee must follow the most current Reimbursement Manual guidelines.

9.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo formal public notice and solicitation process.

9.3.2 Any services and/or materials that are expected to cost between \$25,000 and \$99,999 must be based on three (3) verbal quotes or bids.

9.3.3 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

9.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

9.3.5 The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. See Attachment C: Conflict of Interest Disclosure

9.3.6 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

9.3.7 Notwithstanding 1- 3 above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

9.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

9.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(http://www.mmd.admin.state.mn.us/debarredreport.asp\)](#)

## 10 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

## 11 **State Audits**

Under [Minn. Stat. § 16B.98, Subd.8](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 12 **Government Data Practices and Intellectual Property Rights**

### 12.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions

concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

## **12.2 *Intellectual Property Rights (if applicable)***

12.2.1. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract agreement*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract agreement. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### **12.2.2 Obligations**

#### **(a) Notification**

Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

#### **(b) Representation**

The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## **13 Workers Compensation**

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

## **14 Acknowledgment and Endorsement**

### **14.1 Acknowledgment**

The Grantee must acknowledge financial support from the Outdoor Heritage Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the fund.

### **14.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **15 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **16 Termination**

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## **17 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **18 Use of Funds as Match to Other Grants or Programs**

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

- a. The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).
- b. The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

## **19 American Disabilities Act**

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

## **20 Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d. Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

- e. Any other applicable non-discrimination law(s).

## 21 Reporting Requirements

The Grantee is bound to reporting requirements in [Minn. Stat. §97A.056](#), M.L. 2022, Chapter 77, Article 1, Section 2, Attachment A, Attachment D, and Attachment E (if applicable).

## 22 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

## 23 Invasive Species Prevention

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113](#) ([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf))

## 24 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts](#) ([http://files.dnr.state.mn.us/natural\\_resources/npc/bmp\\_contract\\_language.pdf](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf)).

## 25 Program Requirements

The Grantee must comply with the most current versions of Attachments C, D, and E as attached and incorporated into this grant contract agreement. The Grantee must also comply with the program requirements in M.L. 2022, Chapter 77, Article 1, Section 2.

### Attachments

- ☒ A. Current Accomplishment Plan with LSOHC Approval Letter
- ☐ B. Non-governmental Organization Subcontracting (if applicable)
- ☒ C. Conflict of Interest Disclosure
- ☒ D. Reimbursement Manual
- ☒ E. Land Acquisition Reporting Procedures (if applicable)

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

Agency

Grantee

State's Authorized Representati

## ML22 Outdoor Heritage Grant Program

Year	Expense Budget			Funding Sources Budget						
	Budget	Proposed RBA	Revised Budget	Current County's Share	Revised County's Proposed RBA	Revised County's Share	Current Non-County Funding	Proposed RBA	Revised Non-County Funding	Total Revised Project Funding
Prior to 2022	-	-	-	-	-	-	-	-	-	-
2022 Budget	6,720,754	570,246	7,291,000	1,434,754	(259,754)	1,175,000	5,286,000	830,000	6,116,000	7,291,000
2023 Plan	-	-	-	-	-	-	-	-	-	-
2024 Plan	-	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
Current CIP Total	6,720,754	570,246	7,291,000	1,434,754	(259,754)	1,175,000	5,286,000	830,000	6,116,000	7,291,000
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>6,720,754</b>	<b>570,246</b>	<b>7,291,000</b>	<b>1,434,754</b>	<b>(259,754)</b>	<b>1,175,000</b>	<b>5,286,000</b>	<b>830,000</b>	<b>6,116,000</b>	<b>7,291,000</b>





# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-1259

Agenda #: 4.7

Meeting Date: 8/16/2022

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**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Revise Access Easement On McCoy Property Adjacent To Miesville Ravine Park Reserve In Douglas Township**

### **PURPOSE/ACTION REQUESTED**

Authorize revision of an access easement (Easement) on the Randall E. McCoy property adjacent to Miesville Ravine Park Reserve in Douglas Township.

### **SUMMARY**

The Leonard M. Niesen Revocable Trust, dated October 19, 2005, (Trust) previously owned 107 acres of property in Douglas Township in Dakota County adjacent to Miesville Ravine Park Reserve. In 2006, the Trust applied to the Farmland and Natural Area Program and was approved for agricultural and natural land protection. By Resolution No. 07-549 (November 27, 2007), the County Board of Commissioners authorized acquisition of a permanent agricultural conservation easement (Agricultural Easement) from the Trust. As part of the negotiated agreement, the Trust granted and conveyed a sixteen-foot, permanent access railway easement (Access Easement) to the County on portions of the property within and outside of the Agricultural Easement area filed in the office of Dakota County Recorder as Document No. 2564115 on January 3, 2008. This Access Easement was limited for use by County staff and their agents and maintenance vehicles for the purpose of natural resource management, construction, repair, and replacement within Miesville Ravine Park Reserve. The Access Easement was not for use by the general public unless permission was granted by the Trust.

The Trust property was subsequently sold to Randall E. McCoy. Mr. McCoy recently requested that the Access Easement be relocated to accommodate a planned parcel subdivision and sale of a portion of the property to Kimberly A. and Andrew C. Sandness and the planned construction of a new house on the new parcel and outside of the Agricultural Easement area. Park Department staff indicated that the purpose and importance of the Access Easement should be retained.

Staff worked with Mr. McCoy and the Sandnesses to revise the terms and select a new location for the Access Easement. The legal description and general depiction of the Easement are attached.

### **RECOMMENDATION**

Staff recommends revising the terms and legal description of the existing Access Easement to preserve the original intent and purpose and new location of the Access Easement.

### **EXPLANATION OF FISCAL/FTE IMPACTS**



None.

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

## RESOLUTION

WHEREAS, by Resolution No. 07-549 (November 27, 2007), the County Board of Commissioners authorized acquisition of a permanent agricultural conservation easement (Agricultural Easement) from the Trust; and

WHEREAS, as part of the negotiated agreement, the Trust granted and conveyed a 16-foot wide, permanent access trailway easement (Access Easement) to the County on portions of the property within and outside of the Agricultural Easement area filed in the office of Dakota County Recorder as Document No. 2564115 on January 3, 2008; and

WHEREAS, this Access Easement was limited for use by County staff and their agents and maintenance vehicles for the purpose of natural resource management, construction, repair, and replacement within Miesville Ravine Park Reserve; and

WHEREAS, the Access Easement was not for use by the general public unless permission was granted by the Trust; and

WHEREAS, the Trust property was subsequently sold to Randall E. McCoy, who recently requested that the Access Easement be relocated to accommodate a planned parcel subdivision and sale of a portion of the property to Kimberly A. and Andrew C. Sandness and the planned construction of a new house outside of the Agricultural Easement; and

WHEREAS, County staff worked with Mr. McCoy and the Sandesses to revise the terms and select a new location for the Access Easement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts a revised Access Easement that preserves the intent and purpose and new location of the existing access easement from Randall E. McCoy, subject to approval by the County Attorney's Office as to form.

## PREVIOUS BOARD ACTION

07-549; 11/27/07

## ATTACHMENTS

Attachment: Legal Description of Access Easement  
Attachment: General Depiction of Access Easement

## BOARD GOALS

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

## PUBLIC ENGAGEMENT LEVEL

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**Item Number:** DC-1259

**Agenda #:** 4.7

**Meeting Date:** 8/16/2022

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☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

**CONTACT**

Department Head: Al Singer

Author: Al Singer

## Dakota County Parks

### Legal Description of the Access Easement to Miesville Ravine Park Reserve on the Randall E. McCoy Property

#### Tract No. 389

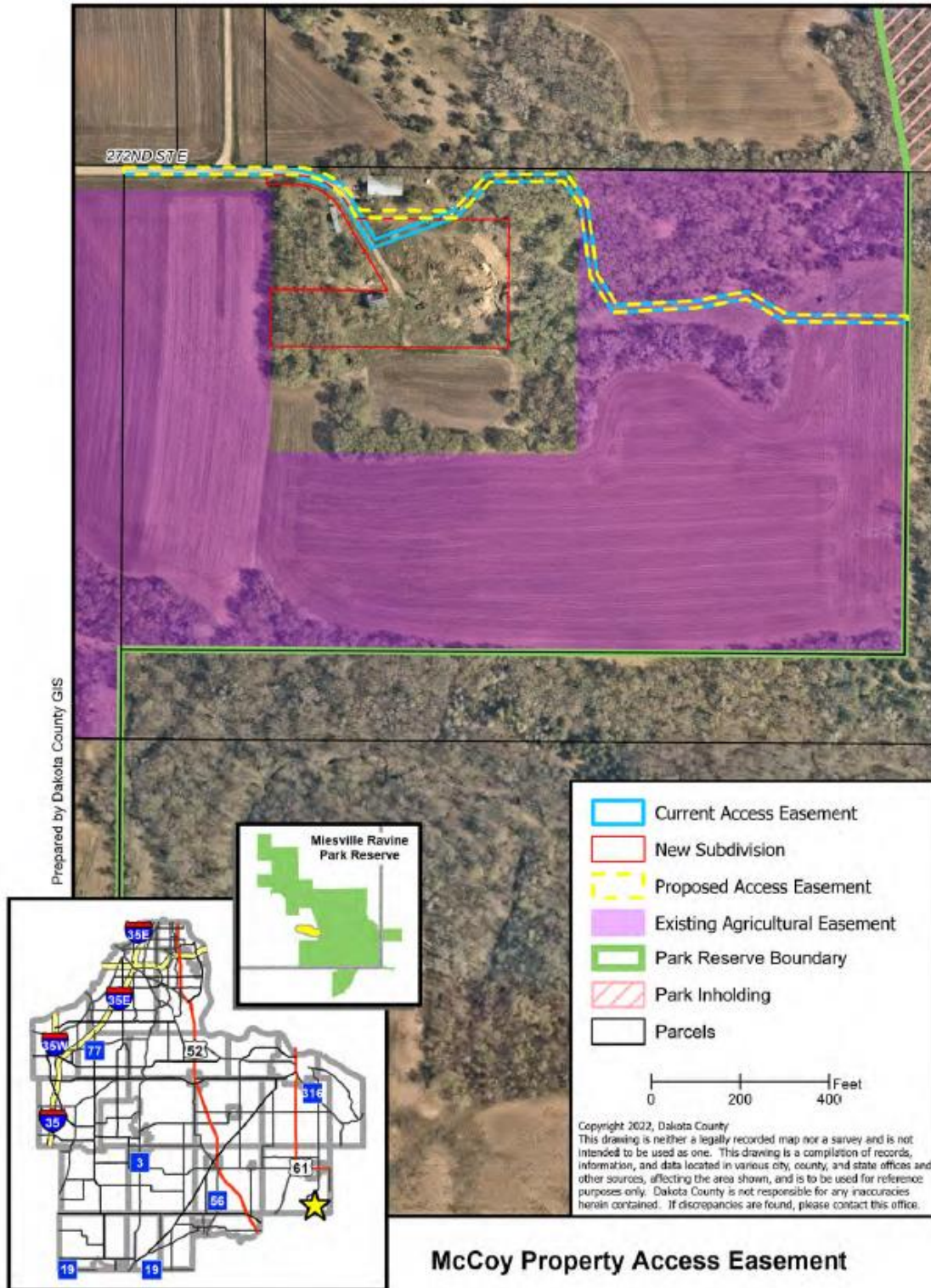
A 16.00-foot wide perpetual easement for access over part of the South Half of the Northeast Quarter of Section 35, Township 113 North, Range 17 West, Dakota County, Minnesota, EXCEPT the east 880.00 feet lying northerly of the south 200.00 feet and also EXCEPTING the south 200.00 feet of said South Half of the Northeast Quarter of Section 35, Township 113 North, Range 17 West.

The centerline of said easement is described as follows: Commencing at the northwest corner of said Northeast Quarter; thence South 00 degrees 21 minutes 44 seconds West, assumed bearing, along the west line of said Northeast Quarter a distance of 1302.68 feet to the point of beginning of the centerline to be described; thence South 89 degrees 56 minutes 42 seconds East a distance of 324.16 feet; thence South 89 degrees 31 minutes 01 seconds East a distance of 68.13 feet; thence southeasterly a distance of 150.20 feet along a tangential curve concave to the southwest having a radius of 145.00 feet and a central angle of 59 degrees 20 minutes 58 seconds; thence South 30 degrees 10 minutes 03 seconds East tangent to said curve a distance of 27.31 feet; thence South 89 degrees 31 minutes 01 seconds East a distance of 215.38 feet; thence North 43 degrees 34 minutes 57 seconds East a distance of 112.29 feet; thence North 89 degrees 16 minutes 28 seconds East a distance of 171.09 feet; thence South 36 degrees 25 minutes 29 seconds East a distance of 70.89 feet; thence South 08 degrees 02 minutes 21 seconds East a distance of 164.91 feet; thence South 32 degrees 39 minutes 45 seconds East a distance of 88.90 feet; thence North 86 degrees 54 minutes 19 seconds East a distance of 181.14 feet; thence North 79 degrees 48 minutes 05 seconds East a distance of 117.94 feet; thence South 59 degrees 22 minutes 12 seconds East a distance of 100.78 feet; thence South 89 degrees 20 minutes 39 seconds East a distance of 325.00 feet and said centerline there terminating.

# Dakota County Parks

## General Depiction of the Access Easement on the Randall McCoy Property

Tract No. 389





# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-1263

Agenda #: 4.8

Meeting Date: 8/16/2022

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**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### TITLE

**Scheduling Of Public Hearing For Program Year 2021 Consolidated Annual Performance And Evaluation Report**

### PURPOSE/ACTION REQUESTED

Schedule a public hearing for September 20, 2022, at 9:00 a.m. regarding the Program Year 2021 Consolidated Annual Performance and Evaluation Report (CAPER) to be submitted to the U.S. Department of Housing and Urban Development (HUD).

### SUMMARY

The Dakota County Community Development Agency (CDA) administers the federal Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs on behalf of Dakota County as the grantee. The CDBG, HOME, and ESG Programs receive annual grants in amounts determined by the U.S. Congress for housing and community development activities. The use of funds is guided through a Five-Year Consolidated Plan, which outlines the County's strategies and objectives and is reviewed and approved by the Dakota County Board of Commissioners (Board). Prior to each program year, an Annual Action Plan is also reviewed and approved by the Board. Together, these documents serve as the planning documents allocating CDBG, HOME, and ESG funds to local governments and housing providers via approved activities. The activities must align with the strategies and objectives identified in the Five-Year Consolidated Plan.

Per Federal administrative rule 24 CFR 91.520, the Federal government requires the CAPER to be submitted to HUD no later than 90 days after the end of the program year. The year-end for the Dakota County CDBG, HOME, and ESG Programs was June 30, 2022, requiring submission of the CAPER no later than September 28, 2022. The CAPER is an evaluation of the prior program year, detailing financial expenditures, persons assisted, and activity outcomes. The document also details progress of the CDA, local governments, and housing providers in implementing the housing and community development strategies, projects, and activities, as identified in the Annual Action Plan.

The CAPER must be available for citizens to comment on before its submission to HUD. The draft CAPER report will be available for review on the CDA and Dakota County websites, and the public may request written copies of the CAPER by contacting the CDA at its offices at 1228 Town Centre Drive, Eagan, Minnesota. A public hearing notice will be placed in the *Star Tribune* on September 8, 2022, and also on the CDA and Dakota County websites. The draft notice is attached.

**RECOMMENDATION**

CDA and County staff recommend a public hearing be scheduled for 9:00 a.m. on September 20, 2022, in the Board Room, Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive comments on the Program Year 2021 CAPER.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

- |  |   |   |
|--|---|---|
| <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 Community Development Agency (CDA) administers the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs on behalf of Dakota County as the grantee; and

WHEREAS, the CDBG, HOME, and ESG Programs are guided by federal regulations, the Five-Year Consolidated Plan that outlines Dakota County's strategies and objectives, and the Annual Action Plan that serves as the annual planning document allocating CDBG, HOME, and ESG funds to local governments and housing providers via approved activities; and

WHEREAS, the federal government requires submission of a year-end report, the Consolidated Annual Performance and Evaluation Report (CAPER), to be submitted to the U.S. Department of Housing and Urban Development (HUD) no later than 90 days after the end of the program year; and

WHEREAS, the CAPER is an evaluation of the prior program year, detailing financial expenditures, persons assisted, and activity outcomes; and

WHEREAS, the CAPER must be available for citizens to comment on before its submission to HUD; and

WHEREAS, the draft CAPER report will be made available to the public on the CDA and Dakota County websites, and the public may request written copies of the CAPER by contacting the CDA at its offices at 1228 Town Centre Drive, Eagan, Minnesota; and

WHEREAS, CDA and County staff recommend scheduling a public hearing on September 20, 2022, on or after 9:00 a.m. at the Dakota County Administration Center in Hastings regarding the Program Year 2021 CAPER.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing on September 20, 2022, at 9:00 a.m. in the Boardroom, Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive comments on the Program Year 2021 Consolidated Annual Performance and Evaluation Report; and

BE IT FURTHER RESOLVED, That the staff of Dakota County is hereby authorized and directed to coordinate with Dakota County Community Development Agency staff to publish the public hearing notice in the *Star Tribune* and post said notice on the Dakota County Community Development Agency website at [www.dakotacda.org](http://www.dakotacda.org) <<http://www.dakotacda.org>> and the Dakota County website

at [www.co.dakota.mn.us](http://www.co.dakota.mn.us) <<http://www.co.dakota.mn.us>>.

### PREVIOUS BOARD ACTION

None.

### ATTACHMENTS

Attachment: PY 2021 CAPER Draft Public Hearing Notice

### 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 checked="" type="checkbox"/> Involve | <input type="checkbox"/> N/A |
|--|----------------------------------|---|------------------------------|

### CONTACT

Department Head: Erin Stwora

Author: Maggie Dykes



## NOTICE TO ANNOUNCE PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Dakota County Board of Commissioners on September 20, 2022 at 9:00 a.m. in the Board Room of the Dakota County Administration Center, 1590 West Highway 55, Hastings, MN for the purpose of receiving comments from the general public concerning the Dakota County HOME Consortium 2021 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER reviews the performance of the Dakota County HOME Consortium in meeting the housing, community, and economic development needs as outlined by the Consortium in the 2020-2024 Dakota County Consortium Consolidated Plan and the 2021 Dakota County Consortium Action Plan.

The draft CAPER report will be available for citizen review through September 19, 2022 on the CDA's website at [www.dakotacda.org](http://www.dakotacda.org), on the Dakota County website at [www.dakotacounty.us](http://www.dakotacounty.us), and the public may request written copies of the CAPER by contacting the CDA at its offices at 1228 Town Centre Drive, Eagan, MN, or by contacting Emily Anderson at [eanderson@dakotacda.org](mailto:eanderson@dakotacda.org)

If you would like to submit comments after reviewing the CAPER, please send them in writing to the Dakota County CDA, attention Emily Anderson, 1228 Town Centre Drive, Eagan, MN, 55123; or by Fax 651-675-4444. Persons who wish to testify at the public hearing are requested to contact Emily Anderson at the address listed above, or via email [eanderson@dakotacda.org](mailto:eanderson@dakotacda.org); via telephone at 651-675-4468; Fax at 651-675-4444; or MN Relay Service: 1-800-627-3529 or 711; prior to 4:30 p.m. on Wednesday, September 14, 2022. If you require special accommodations, please contact the CDA at least a week before the hearing.





# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1264

Agenda #: 4.9

Meeting Date: 8/16/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### TITLE

**Approval Of Grant Application Submittals To Safe Streets and Roads for All (SS4A) For Rural Intersection Improvements And Trail Gaps In Burnsville Center Village Redevelopment**

### PURPOSE/ACTION REQUESTED

Authorize submittal to the 2022 Safe Streets and Roads for All (SS4A) federal discretionary program for county rural intersection improvements and trail gaps in Burnsville Center Village redevelopment.

### SUMMARY

To provide a safe and efficient transportation system, Dakota County pursues transportation funding from multiple sources for improvements on County Highways. The Office of the Secretary of Transportation, U.S. Department of Transportation (DOT), is soliciting application for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2022 SS4A grant program are to be awarded on a competitive basis.

Funding from SS4A provides up to 80 percent of total eligible activity costs. Agencies applying for funding must commit to providing local funds to matching share of no less than 20 percent of the federal funds and maintain the constructed facilities for their useful life. Projects are being considered for federal fiscal year 2022. Project submittals are due September 15, 2022.

Staff is proposing to submit rural intersection improvements through this process (Attachment: Map 1). These locations were selected as they have been identified in the rural intersection assessment and listed in the Dakota County 2040 Transportation Plan (Chapter 6- Goal 3: Management to Increase Transportation System Efficiency, Improve Safety and Maximize Existing Highway Capacity- Rural Intersection). These locations were evaluated based on a systematic approach, and other low-cost actions have been implemented. Also, these locations have the best opportunity to score well through the established SS4A process for safety improvements. Project number 1, 2, and 4 are in the current 2022-2026 Capital Improvement Program (CIP) adopted Budget. Project number 3 is not in the current CIP Budget but could be added to the 2023-2027 County Manager's Recommended CIP Budget should they be awarded funding.

The proposed locations include:

1. County State Aid Highway (CSAH) 54 at CSAH 68 in Ravenna Township: Reconstruct the existing T- intersection as a single-lane roundabout to improve safety and operations.
2. CSAH 46 & CSAH 85 in Nininger/Vermillion Township: Conversion of two-way stop-controlled

intersection into a single-lane roundabout.

3. CSAH 32 & CSAH 71 in Inver Grove Heights: Reconstruct the existing T- intersection as a single-lane roundabout.
4. CSAH 88 & Trunk Highway (TH) 56 in Randolph Township: Reconstruct the existing two-way stop controlled intersection to a split-T Intersection (provided coordination could be achieved with CP 88-20 B construction year).

The City of Burnsville has requested support for a city-led application to complete trail gaps along County Highways and city streets around the Burnsville Center Village redevelopment area. County highway trail gaps in the City's Safe Equitable and Multimodal Access to Burnsville Center Village Redevelopment proposal include trails along CSAH 42 and CSAH 5 (See Attachment: Map 2). Both ranked as top twenty trail gaps in the Dakota County Pedestrian and Bicycle Study. If awarded, the County will participate in the local share of County highway project costs after applying federal funds, in accordance with the County's Transportation cost-participation policy.

After September 15, 2022, the project applications will be scored by committees involving the Office of the Secretary of Transportation.

## RECOMMENDATION

Staff recommends submittal of intersections for an improvement application to U.S. Department of Transportation federal funding through the SS4A Solicitation. Staff also recommends support of the City of Burnsville's application to complete trail gaps along CSAH 42 and CSAH 5 as part of the City of Burnsville's Burnsville Center Village redevelopment area trail grant submission.

## EXPLANATION OF FISCAL/FTE IMPACTS

Local match is at least 20 percent and will be provided through the Transportation Capital Improvement Program budget consistent with County cost participation policies.

- |  |   |   |
|--|---|---|
| <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, U.S. Department of Transportation is requesting project submittals for federal funding under the Safe Streets and Roads for All Discretionary Grant Program through the Bipartisan Infrastructure Law; and

WHEREAS, these federal programs fund up to 80 percent of project construction costs; and

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

WHEREAS, non-federal funds must be at least 20 percent of the project costs; and

WHEREAS, project submittals are due on September 15, 2022; and

WHEREAS, all proposed rural intersection projects are consistent with the rural road intersection assessment and adopted Dakota County 2040 Transportation Plan; and

WHEREAS, all County highway trail gaps included in the City of Burnsville's proposal are consistent with the Dakota County Pedestrian and Bicycle Study and adopted Dakota 2040 Transportation Plan; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County to submit rural road intersections improvement for the Safe Streets and Roads for All Grant Program for federal funding and recommended infrastructure improvements; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby supports the City of Burnsville's Safe, Equitable, and Multimodal Access to the Burnsville Center Village Redevelopment submission to the Safe Streets and Roads for All Grant Program for federal funding for trail gaps around Burnsville Center Village redevelopment area including trails along County State Aid Highway (CSAH) 5 and CSAH 42.

#### PREVIOUS BOARD ACTION

None.

#### ATTACHMENTS

Attachment: Map 1

Attachment: Map 2

Attachment: Estimated Cost of Projects

#### 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

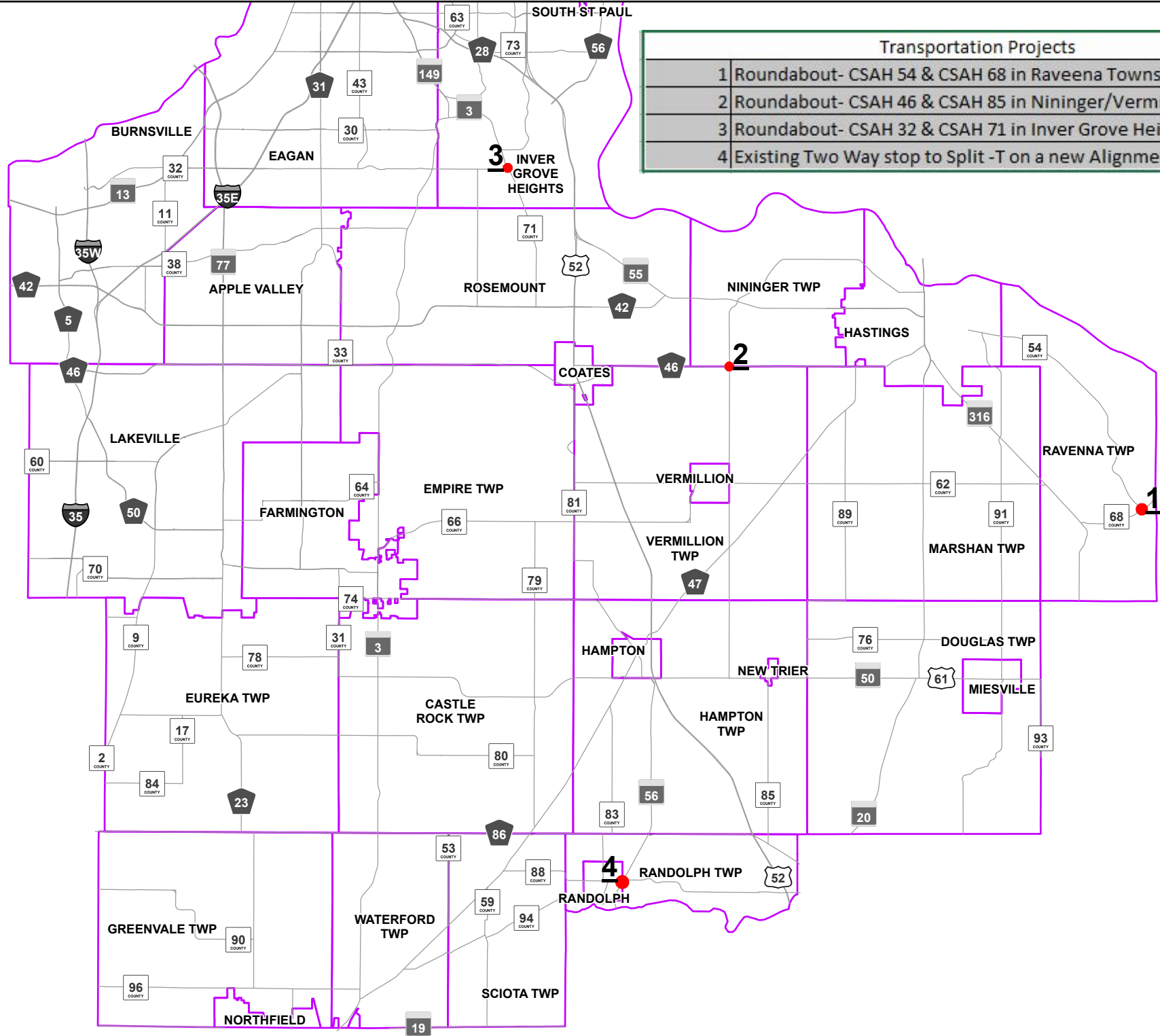
☐ Involve

☒ N/A

#### CONTACT

Department Head: Erin Laberee

Author: Pranav Sharma



### Transportation Projects

- |   |   |
|---|---|
| 1 | Roundabout- CSAH 54 & CSAH 68 in Raveena Township             |
| 2 | Roundabout- CSAH 46 & CSAH 85 in Nininger/Vermillion Township |
| 3 | Roundabout- CSAH 32 & CSAH 71 in Inver Grove Heights          |
| 4 | Existing Two Way stop to Split -T on a new Alignment          |



Attachment: Map 2, Burnsville Center Village Redevelopment Trail Gaps



## Estimated Cost of Projects:

No.	Project	Estimated Construction Year	Total Estimated Cost
1	County State Aid Highway (CSAH) 54 at CSAH 68	2024	\$ 2,154,000.00
2	CSAH 46 & CSAH 85	2024	\$ 2,970,600.00
3	CSAH 32 & CSAH 71	N/A	\$ 3,169,000.00
4	CSAH 88 & Trunk Highway (TH) 56	2023	\$ 2,905,797.88





# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-1216

Agenda #: 4.10

Meeting Date: 8/16/2022

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**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Information

### **TITLE**

**Update On Dakota County Plat Needs Map**

### **PURPOSE/ACTION REQUESTED**

Receive an update on Dakota County Plat Needs Map.

### **SUMMARY**

The Plat Needs Map is a tool used to plan for right-of-way designation and access spacing requirements on the County highway system. The County Plat Commission uses the Plat Needs Map at its meetings to require subdividers to dedicate public right of way along County Roads and comply with the County's access spacing guidelines. The County Plat Commission has updated the map in response to the 2040 Transportation Plan, changes in traffic volumes, updated traffic forecasts, proposed/approved County Road alignments, and operation issues on County highways. According to the County's adopted Contiguous Plat Ordinance No.108 (2005), the Plat Needs Map is reviewed annually and updated as necessary by the Dakota County Board. The Plat Needs Map was last updated on April 16, 2013.

### Plat Needs Map Updates

The 2040 County's Transportation Plan outlines the strategy for updating the Plat Needs Map:

*Develop and maintain in coordination with cities and townships a county-wide plat needs map that establishes right of way for plat dedication and information associated with access spacing guidelines. Dakota County will consider the following factors in the development of the Plat Needs Map:*

- *20-year traffic projections*
- *Function of the highway*
- *Corridor preservation*
- *Consistency with policy objectives*
- *Environmental considerations*
- *Transit and transitway needs*
- *Intermodal potential*
- *Coordination with adjacent land use*
- *Corridor Study Recommendations*
- *Future Interchange Locations*
- *Continuity along corridors*

*The Plat Commission will review any plat adjacent to a county highway or a highway shown on the Plat Needs Map as identified in the Contiguous Plat Ordinance No. 108. The review of a proposed plat and final approval of that plat is specifically limited to the following factors of county-wide significance:*

1. *Ingress and egress to and from county roads.*
2. *Approach grade intersection with county roads.*
3. *Drainage.*
4. *Safety standards.*
5. *Right-of-way requirements of county roads.*
6. *Local road system integration with the county road system.*
7. *Land use impact on development of county road system.*

Based on the direction from the County's Transportation Plan, the Plat Commission has made updates/revisions to the Plat Needs Map (Attachments: 2022 Plat Needs Map Proposed Changes and 2022 Plat Needs Map Revision Summary). Cities and townships were asked to review the proposed changes and provide comments, which did not include any comments on the proposed updates/revisions. The updated Plat Needs map is attached (Attachment: 2022 Plat Needs Map).

## RECOMMENDATION

None.

## EXPLANATION OF FISCAL/FTE IMPACTS

The Plat Needs Map reduces land acquisition costs and preserves the future County highway right of way for improvements.

- |  |   |   |
|--|---|---|
| <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

Information only; No action requested.

## PREVIOUS BOARD ACTION

None.

## ATTACHMENTS

Attachment: 2022 Plat Needs Map Proposed Changes

Attachment: 2022 Plat Needs Map Revision Summary

Attachment: 2022 Plat Needs Map

## BOARD GOALS

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

## PUBLIC ENGAGEMENT LEVEL

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



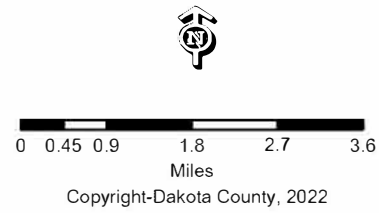
**CONTACT**

Department Head: Erin Laberee

Author: Todd Tollefson



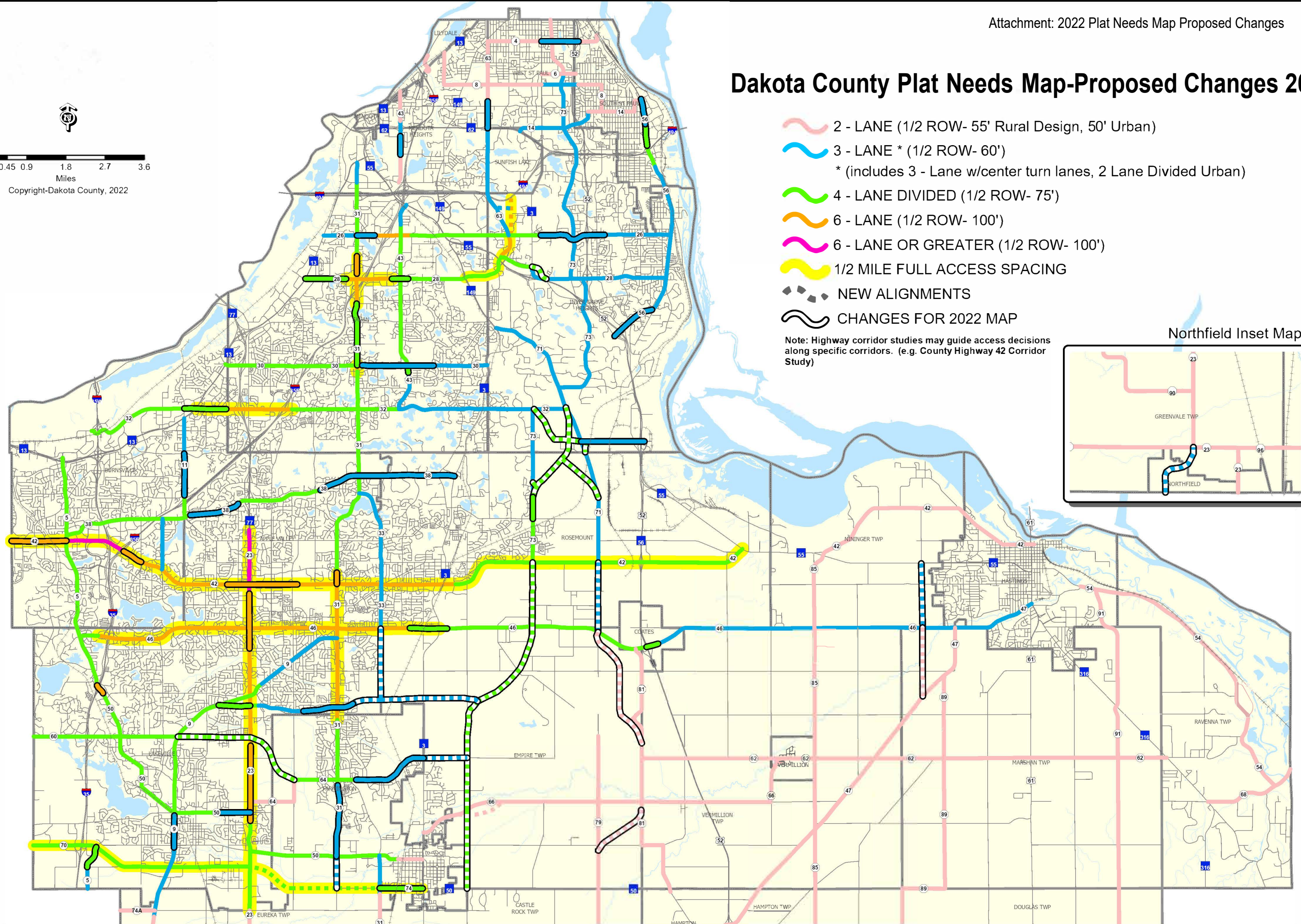
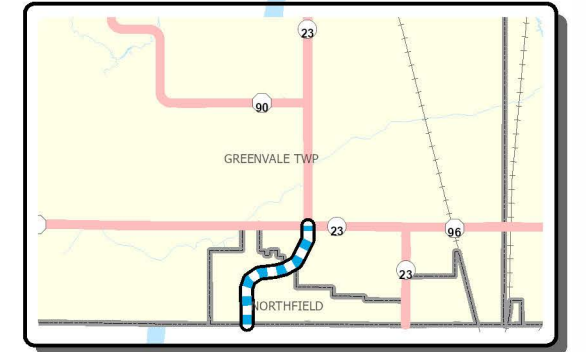
# Dakota County Plat Needs Map-Proposed Changes 2022



- 2 - LANE (1/2 ROW- 55' Rural Design, 50' Urban)
- 3 - LANE \* (1/2 ROW- 60')  
\* (includes 3 - Lane w/center turn lanes, 2 Lane Divided Urban)
- 4 - LANE DIVIDED (1/2 ROW- 75')
- 6 - LANE (1/2 ROW- 100')
- 6 - LANE OR GREATER (1/2 ROW- 100')
- 1/2 MILE FULL ACCESS SPACING
- NEW ALIGNMENTS
- CHANGES FOR 2022 MAP

Note: Highway corridor studies may guide access decisions along specific corridors. (e.g. County Highway 42 Corridor Study)

Northfield Inset Map





## Dakota County Plat Needs Map Revisions Summary\_2022

Highway	Segment	Current Classification	Revision	Reason	Location
CR 4	Robert St to TH 52 east ramps	2-Lane	3-Lane (2-Lane Divided)	2- to 3-Lane Modernization	South St. Paul, West St. Paul
CSAH 55	1/8 mi. S of 215th St to CSAH 70	3-Lane (2-Lane Divided)	4-Lane	supported by existing conditions	Lakeville
CR 6	TH 52 east ramps to Concord Av	2-Lane	removed, now local	Jurisdictional Transfer	South St. Paul
CSAH 9	204th St W alignment to 212th St W	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & 3-Lane Modern.	Lakeville
CSAH 9 (Future)	Highview Avenue to North Creek	3-Lane (2-Lane Divided)	3-Lane (2-Lane Divided)	dashed future to existing road	Lakeville, Empire Twp.
CSAH 11	134th Street to Burnsville Parkway	4-Lane	3-Lane (2-Lane Divided)	existing conditions & 2040 forecasts	Burnsville
CSAH 23	151st St W to 162nd St W	Exceeds 6-Lane	6-Lane	supported by 2040 forecasts	Apple Valley, Lakeville
CSAH 23	185th St W to 700' S of 202nd St W	4-Lane	6-Lane	supported by 2040 forecasts	Lakeville
CSAH 23 (Future)	CR 96 to TH 19 (Rice County border)	4-Lane	3-Lane (2-Lane Divided)	supported by 2040 forecasts	Northfield, Greenvale Twp.
CSAH 26	CSAH 31 to Eagandale Blvd	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & Thru Lane Reduction	Eagan
CSAH 26	Allen Way to CSAH 73	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & 3-Lane Modern.	Inver Grove Heights
CSAH 26	CSAH 73 to Bovey Avenue	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & Thru Lane Reduction	Inver Grove Heights
CSAH 28*	TH 13 to Central Parkway*	6-Lane	4-Lane	2040 forecasts & existing conditions	Eagan
CSAH 28*	O'Leary Lane to Golf View Drive*	6-Lane	4-Lane	2040 forecasts & existing conditions	Eagan
CSAH 28*	Golf View Drive to TH 149*			(see footnote *)	Eagan
CSAH 28**	TH 149 to TH 55**			(see footnote **)	Eagan, Inver Grove Heights
CSAH 30	Hilltop Lane to CSAH 43	4-Lane	3-Lane (2-Lane Divided)	supported by 2040 forecasts	Eagan
CSAH 30	CSAH 43 to Braddock Trail	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & Thru Lane Reduction	Eagan
CSAH 31	Jurdy Road to CSAH 28	4-Lane	6-Lane	existing conditions/recent construct.	Eagan
CSAH 31*	Crestridge Lane to CSAH 30*	6-Lane	4-Lane	2040 forecasts & existing conditions	Eagan
CSAH 31**	CSAH 42 to Upper 147th St W**	4-Lane	6-Lane	intersection ROW, corridor continuity	Apple Valley
CSAH 31	Eureka Avenue to CSAH 50	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & 3-Lane Modern.	Farmington
CSAH 31	CSAH 50 to future CSAH 70/74	4-Lane	3-Lane (2-Lane Divided)	corridor continuity	Farmington
CSAH 32*	River Hills Dr W to TH 13*	6-Lane	4-Lane	supported by 2040 forecasts	Burnsville
CSAH 32	TH 13 to Cartier Avenue	6-Lane	4-Lane	supported by 2040 forecasts	Burnsville
CSAH 32 (Future)	CR 73 to 117th Street	none	4-Lane	per Pine Bend Arterial Connector Study	Inver Grove Heights
CSAH 32 (Future)	117th Street alignment	4-Lane	3-Lane (2-Lane Divided)	supported by planned conditions	Inver Grove Heights
CSAH 38	Hughes Ct alignment to Pennock Av	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & Thru Lane Reduction	Apple Valley
CSAH 38	Eveleth Path to TH 3	4-Lane	3-Lane (2-Lane Divided)	supported by 2040 forecasts	Apple Valley, Eagan
CSAH 42	Scott County Border to CSAH 50	Exceeds 6-Lane	6-Lane	supported by 2040 forecasts	Burnsville
CSAH 42	I-35E east ramps to Portland Avenue	Exceeds 6-Lane	6-Lane	supported by 2040 forecasts	Burnsville
CSAH 42	147th St W to Johnny Cake Ridge Road	Exceeds 6-Lane	6-Lane	supported by 2040 forecasts	Apple Valley
CR 43	cemetery entrance to Centre Pointe Dr	2-Lane	3-Lane (2-Lane Divided)	supported by 2040 forecasts	Mendota Heights
CSAH 43	Patrick Rd to CSAH 30	3-Lane (2-Lane Divided)	4-Lane	represents existing conditions	Eagan
CSAH 46	Cascade Path to County Tran. Facility	6-Lane	4-Lane	2040 forecasts & existing conditions	Rosemount, Empire Twp.
CSAH 46	TH 52 interchange to 1/4 mile east	3-Lane (2-Lane Divided)	4-Lane	provide for 4-Lane transition	Coates
CSAH 50	I-35 to 175th St W	4-Lane	6-Lane	2040 forecasts & existing project layout	Lakeville
CSAH 50	Heath Av to CSAH 23	4-Lane	3-Lane (2-Lane Divided)	2040 forecasts & existing conditions	Lakeville
CSAH 56	Courthouse Blvd to Cooper Path	4-Lane	3-Lane (2-Lane Divided)	supported by 2040 forecasts	Inver Grove Heights
CSAH 56	I-494 to Armour Av	formerly MnDOT	4-Lane	supported by existing conditions	South St. Paul
CSAH 56	Armour Av to CSAH 14 (Grand Av W)	formerly MnDOT	3-Lane (2-Lane Divided)	provide for corridor continuity to north	South St. Paul
CSAH 63	TH 62 to 1/8 mile north of Marie Av W	2-Lane	3-Lane (2-Lane Divided)	supported by existing conditions	Mendota Heights, W. St. Paul
CSAH 63**	TH 55 to CSAH 26**			future Principal Arterial	Inver Grove Heights
CSAH 63 (Future)**	CSAH 26 to I-494 (future alignment)**			future Principal Arterial	Inver Grove Heights
CR 64	1/8 mi. E of Akid Rd to Biscayne Av	4-Lane	3-Lane (2-Lane Divided)	supported by 2040 forecasts	Farmington, Empire Twp.
CSAH 70**	Scott County Border to TH 3**			future Principal Arterial	Lakeville, Farmington, Eureka
CSAH 73	CSAH 66 to TH 50	previously omitted	future 4-Lane	provide for corridor continuity to north	Farmington, Empire Twp.
CSAH 73	new alignment to current 4-Lane need	3-Lane (2-Lane Divided)	4-Lane	corrected mapping error	Rosemount
CSAH 74	CSAH 31 (Denmark Av) to TH 3	future 4-Lane	4-Lane	highway exists	Farmington, Eureka Twp.

\* Removed 1/2 Mile Full Access Spacing designation as the segment is no longer designated as a 6-Lane need or is not designated as a Principal Arterial highway.

\*\* Added 1/2 Mile Full Access Spacing designation as the segment is identified as a 6-Lane need or future Principal Arterial highway.

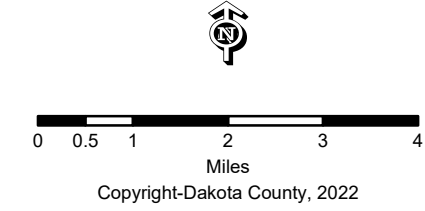
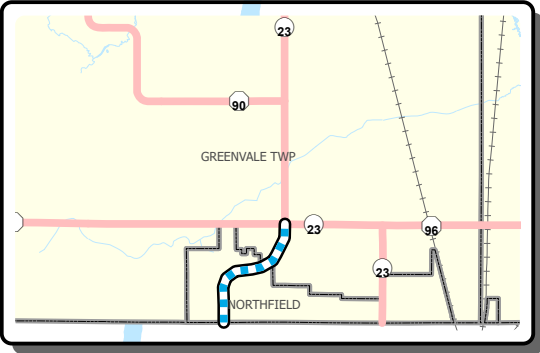
# 2022 Dakota County Plat Needs Map

Last Updated: 08/16/2022

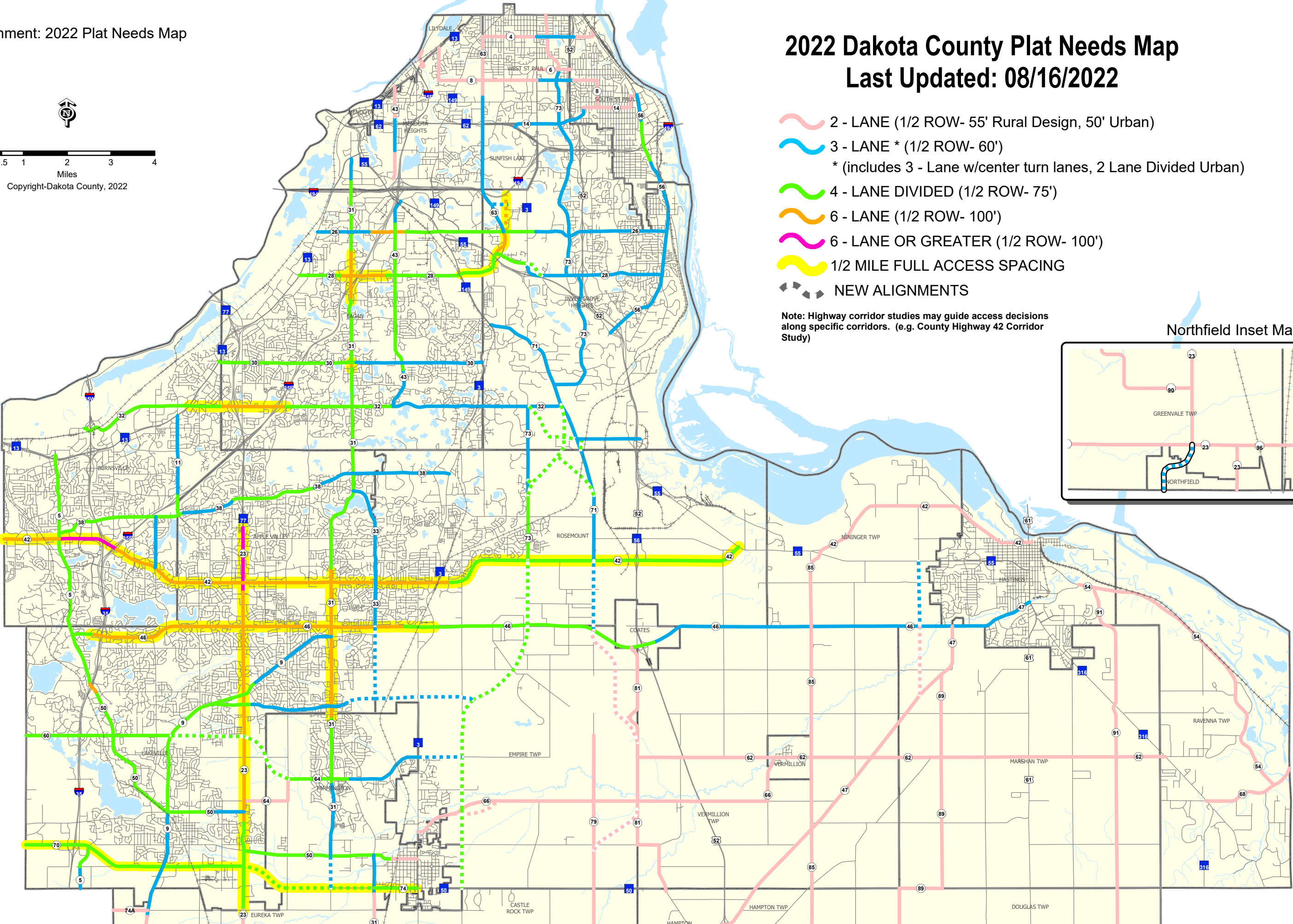
- 2 - LANE (1/2 ROW- 55' Rural Design, 50' Urban)
- 3 - LANE \* (1/2 ROW- 60')  
\* (includes 3 - Lane w/center turn lanes, 2 Lane Divided Urban)
- 4 - LANE DIVIDED (1/2 ROW- 75')
- 6 - LANE (1/2 ROW- 100')
- 6 - LANE OR GREATER (1/2 ROW- 100')
- 1/2 MILE FULL ACCESS SPACING
- NEW ALIGNMENTS

Note: Highway corridor studies may guide access decisions along specific corridors. (e.g. County Highway 42 Corridor Study)

Northfield Inset Map



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# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1270

Agenda #: 4.11

Meeting Date: 8/16/2022

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

**FILE TYPE:** Consent Action

### TITLE

**Scheduling Of Public Hearing To Receive Comments On Proposed Amendments To Ordinance 128: Water Surface Use Ordinance Regulating Lake Byllesby Reservoir**

### PURPOSE/ACTION REQUESTED

Schedule a public hearing for 9:00 a.m. on September 6, 2022, to receive comments on the proposed amendments to Dakota County Ordinance 128: Water Surface Use Ordinance Regulating Lake Byllesby Reservoir.

### SUMMARY

By Resolution No. 03-208 (April 22, 2003), the Dakota County Board of Commissioners adopted Dakota County Ordinance 128 to regulate the surface use of the waters of Lake Byllesby to promote the health, safety, and welfare of all persons using the lake, as well as to protect the lands surrounding the lake from damage during high water conditions.

Between 2019 and 2022, Dakota County designed and constructed a new recreational river access area below the Byllesby Dam, introducing new use to the site. Amendments to Ordinance 128 are required to prohibit surface water access to the Byllesby Dam in the interest of personal safety and homeland security. The proposed amendments (see Attachment: Ordinance 128 Proposed Amendments) clarify the extent of surface water restrictions above and below the dam. Staff is also using this opportunity to make technical corrections and propose additional updates to improve formatting and clarity of the ordinance for ease of understanding, interpretation, and enforcement.

A map of the proposed surface water restriction area is provided (see Attachment: Location Map). The map and the proposed amendments are also available for review on the County website at: <https://www.co.dakota.mn.us/Environment/WaterResources/LakeByllesbyDamReservoir/Pages/default.aspx>

Minn. Stat. § 86B.205, subd. 2(b) states that if a body of water is located within more than one county, a water surface use ordinance is not effective until adopted by the county boards of all counties where the body of water lies. Because the waters of Lake Byllesby and the Cannon River are wholly located within the boundaries of both Dakota and Goodhue Counties, the two Counties must enact a single, uniform ordinance. Goodhue County has reviewed the proposed amendments and is proceeding with public review and consideration by the Goodhue County Board of Commissioners on a similar timeframe as Dakota County.

Additionally, Minnesota counties must comply with the Water Surface Management Standards found

in Minnesota Statutes Chapter 86B and Minnesota Rules 6110.3700 when formulating any ordinance which may affect the use of watercraft on surface waters within the State of Minnesota. The Minnesota Department of Natural Resources has reviewed the proposed amendments for compliance with State requirements.

## RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners schedule a public hearing for 9:00 a.m. on September 6, 2022, in the Boardroom of the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive comments on the proposed amendments to Dakota County Ordinance 128: Water Surface Use Ordinance Regulating Lake Byllesby Reservoir.

## EXPLANATION OF FISCAL/FTE IMPACTS

None.

- |  |   |                                |
|--|---|--------------------------------|
| <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, by Resolution No. 03-208 (April 22, 2003), the Dakota County Board of Commissioners adopted Dakota County Ordinance 128 to regulate the surface use of the waters of Lake Byllesby to promote the health, safety, and welfare of all persons using the lake, as well as to protect the lands surrounding the lake from damage during high water conditions; and

WHEREAS, Dakota County has designed and constructed a new recreational river access area below the Byllesby Dam, introducing new use to the site; and

WHEREAS, amendments to Ordinance 128 are required to prohibit surface water access to the Byllesby Dam in the interest of personal safety and homeland security; and

WHEREAS, the proposed amendments clarify the extent of surface water restrictions above and below the dam, and staff are also using this opportunity to make technical corrections and propose additional updates to improve formatting and clarity of the ordinance for ease of understanding, interpretation, and enforcement; and

WHEREAS, Minn. Stat. § 86B.205, subd. 2(b) states that if a body of water is located within more than one county, a water surface use ordinance is not effective until adopted by the county boards of all counties where the body of water lies, and because the waters of Lake Byllesby and the Cannon River are wholly located within the boundaries of both Dakota and Goodhue Counties, the two Counties must enact a single, uniform ordinance; and

WHEREAS, Goodhue County has reviewed the proposed amendments and is proceeding with public review and consideration by the Goodhue County Board of Commissioners on a similar timeframe as Dakota County; and

WHEREAS, Minnesota counties must comply with the Water Surface Management Standards found in Minnesota Statutes Chapter 86B and Minnesota Rules 6110.3700 when formulating any ordinance which may affect the use of watercraft on surface waters within the State of Minnesota; and



WHEREAS, the Minnesota Department of Natural Resources has reviewed the proposed amendments for compliance with State requirements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing for 9:00 a.m. on September 6, 2022, in the Boardroom of the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive comments on the proposed amendments to Dakota County Ordinance 128: Water Surface Use Ordinance Regulating Lake Byllesby Reservoir.

**PREVIOUS BOARD ACTION**

03-208; 04/22/03

**ATTACHMENTS**

Attachment: Ordinance 128 Proposed Amendments

Attachment: Location Map

**BOARD GOALS**

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

**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: Jeff Bransford

**Proposed Amendments to Dakota County Ordinance 128**

July 2022

(Proposed amendments shown in underscored text with alternate color.)

**WATER SURFACE USE ORDINANCE  
REGULATING LAKE BYLLESBY RESERVOIR AND CANNON RIVER**

**STATE OF MINNESOTA**

**COUNTY OF DAKOTA**

**AND**

**COUNTY OF GOODHUE**

**DAKOTA COUNTY ORDINANCE NO. 128**

**GOODHUE COUNTY ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REGULATING THE SURFACE USE OF LAKE BYLLESBY AND WATERS  
SURROUNDING BYLLESBY DAM

WHEREAS, the waters of Lake Byllesby and the Cannon River are located within the boundaries of Dakota and Goodhue Counties; and

WHEREAS, the Counties, acting through their respective Boards of Commissioners, have entered into an agreement in accordance with the provisions of Minn. Stat. § 471.59 for the purpose of adopting and enforcing an ordinance regulating the surface use of the waters of Lake Byllesby and the Cannon River pursuant to the provisions of Minn. Stat. § 86B.205 to promote the health, safety and welfare of all persons using the lake as well as to protect the lands surrounding the lake from damage during high water conditions;

NOW, THEREFORE, after public hearing duly noticed, the Board of Commissioners of Dakota County does hereby adopt the following Ordinance:



Section 1: PURPOSE, INTENT AND APPLICATION: As authorized by Minn. Stat. § 86B.205 and Minn. Rules 6110.3000-6110.3800 as now in effect and as hereafter amended, this Ordinance is enacted for the purpose and with the intent to control and regulate the use of the waters of Lake Byllesby and Cannon River in Dakota and Goodhue Counties, Minnesota, to promote its fullest use and enjoyment by the public in general and the citizens of Dakota and Goodhue Counties in particular, to insure safety for persons and property in connection with the use of said waters; to harmonize and integrate the varying uses of said waters; and to promote the general health, safety and welfare of the citizens of Dakota and Goodhue Counties.

Section 2: DEFINITIONS: Terms used in this Ordinance related to boating and watercraft are defined in Minn. Stat. § 86B.005, which terms are incorporated into this Ordinance by reference as though fully set forth herein.

Section 3: SURFACE ZONING OF LAKE BYLLESBY BY RESTRICTING SPEEDS DURING CERTAIN CONDITIONS.

- (a) It shall be unlawful to operate any watercraft on the surface of Lake Byllesby at speeds faster than “Slow - No Wake” when the lake level exceeds 858.2 feet above mean sea level as measured at the gauge located at the Byllesby Dam. No wake will remain in effect until the water elevation measured at the gauge at the dam reaches a level below 858.2 feet for three consecutive days.
- (b) “Slow - No Wake” means the operation of a watercraft at the slowest possible speed necessary to maintain steerage, but in no case greater than five miles per hour.
- (c) Speed restrictions shall be in effect when notices to that effect have been posted at the public accesses to Lake Byllesby. The no wake will remain in effect until the water elevation measured at the gauge at the dam reaches a level below 858.2 feet for at least three consecutive days. In addition to posting notice at the public access points, a warning flag will be displayed at ~~the~~ Lake Byllesby Regional Park in Dakota County and Lake Byllesby Park in Goodhue County, and news releases will be distributed to the public media in the geographic area around the lake.
- (d) “Slow - No Wake” speed restrictions shall remain in effect 24 hours per day until the posted notices have been removed from the public access points by the County Sheriff’s DepartmentOffice. When the posted notices are taken down, the warning flag will also be removed.

Section 4: SURFACE ZONING OF THE WATERS SURROUNDING LAKE BYLLESBY DAM BY RESTRICTING PUBLIC ACCESS.

(a) No person may access or operate a watercraft on the following waters, which are designated as a danger to people and watercraft:

1. The water between the Lake Byllesby Dam and the signs or buoys indicating danger to watercraft located on the west (upstream) side of Lake Byllesby Dam.
2. The water between the Department of Natural Resources pedestrian bridge and the Lake Byllesby Dam located on the east (downstream) side of the Lake Byllesby Dam.

(a)(b) Areas where access and use of watercraft are prohibited shall be marked with such signs or buoys directing all watercraft and persons to keep out of this specific water area and shall bear a two-inch orange-colored band forming an upright diamond at least 14 inches in outside height, dissected vertically and horizontally by an orange-colored strip two inches wide. Signs may be located on the shoreline, on the bridge or other structures, or in the water.

Section 45: ENFORCEMENT: The primary responsibility for enforcement of this Ordinance shall rest with the Goodhue County Sheriff's Department Office and the Dakota County Sheriff's Department Office. This, however, shall not preclude enforcement by other licensed peace officers, Minnesota Department of Natural Resource Conservation Officers, and Dakota County Park Rangers.

Section 56: EXEMPTIONS: All authorized County, resource management, emergency and law enforcement personnel, while acting in the performance of their assigned duties, are exempt from the foregoing restrictions.

Section 67: NOTIFICATION: It shall be the responsibility of both Dakota County and Goodhue County to provide for adequate notification of the public, which shall include placement of a sign at each public watercraft access as well as the placement of a warning flag.

Section 78: PENALTIES: Any person who shall violate Section 3(a) or Section 4(a) of this Ordinance shall be guilty of a misdemeanor.

Section 9: REMEDIES: No remedy set forth in this ordinance is intended to be exclusive, but each such remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay in the exercise of any remedy for violation of this ordinance shall later impair or waive any such right or power by the County.

Section 10: INTERPRETATION: In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the Counties and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

Section 811: EFFECTIVE DATE: This Ordinance shall be in effect from and after the date of its passage and publication.

Passed by the Goodhue County Board of Commissioners on this \_\_\_\_\_ day of 2022.

Passed by the Dakota County Board of Commissioners on this \_\_\_\_\_ day of 2022.

Goodhue County

By: \_\_\_\_\_

Chair of the County Board

By: \_\_\_\_\_

Clerk to the Board

Dakota County

By: \_\_\_\_\_  
Chair of the County Board

By: \_\_\_\_\_  
Clerk to the Board



**Proposed Surface Water Access Restriction (Dakota County Ordinance 128)**



*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 = 200 feet**  
 7/18/2022





# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1268

Agenda #: 5.1

Meeting Date: 8/16/2022

**DEPARTMENT:** Transportation

**FILE TYPE:** Regular Action

### **TITLE**

**Authorization To Update School Zone Speed Limits Along County State Aid Highway 28 At Simley High School In Inver Grove Heights And County State Aid Highway 30 (Diffley Road) Adjacent To Eagan Area Schools**

### **PURPOSE/ACTION REQUESTED**

Authorize update of school zone speed limits along recently improved County roadway segments of County State Aid Highway (CSAH) 28 (80<sup>th</sup> Street) near Boyd Road adjacent to Simley High School in Inver Grove Heights and retaining the school zone speed limit along CSAH 30 (Diffley Road) from west of Daniel Drive to east of Braddock Trail in Eagan.

### **SUMMARY**

To provide a safe and efficient transportation system, Dakota County designs and operates traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) per adopted County policy. Several infrastructure, education, and law enforcement tools have been implemented at both school area locations to enhance safety for students walking to school. The school zone speed limit is a part-time speed limit in effect when children are present, going to, or leaving school during opening or closing hours and school recess periods. The school speed limit shall not be lower than 15 miles per hour (mph) and shall not be more than 30 mph below the established speed limit. However, research has shown that effective school zone speed limits should only be 10 to 15 mph less than the established speed to maximize driver compliance and safety.

Minn. Stat. § 169.14 Subd. 5a enables local authorities to establish speed limits within a school zone of a public or non-public school upon the basis of an engineering and traffic investigation as prescribed by the Commissioner of Transportation. The prescribed engineering investigation for the establishment of a legal school speed zone is set forth in the MMUTCD, Chapter 7E, Section 7E.1 "A Guide to Establishing Speed Limits in School Zones."

A school speed zone reduction of 20 miles per hour (mph) was established along CSAH 28, 80<sup>th</sup> Street, adjacent to Simley High School, By Resolution 92-884, (November 24, 1991). School District 199 staff expressed concern for compliance with the school speed limit reduction and crossing safety. To improve crossing safety, in the fall of 2021, the County completed roadway improvements along CSAH 28 and implemented enhancements for the crossing at Boyd Avenue. The improvements included reducing the crossing width by adding a raised median refuge area, pedestrian-activated flashing beacons, and overhead lighting. School District completed a safe route to school plan in fall 2021. The school route for students crossing included identifying the crossing along 80<sup>th</sup> Street to be

on the west side of Boyd Avenue. The school district has adult crossing guards at this location, supported the crossing safety through education to students, faculty, and parents, and adjusted the parent drop-off and pick-up process to address queueing along the County roadway. A speed zone engineering evaluation was conducted in spring 2022 to understand current operations and recommend applicable updates. Based on study data and discussions with school district and city staff, a school zone of 25 mph with applicable, updated signing for the area effective during school arrival and dismissal times with a focus around the Boyd Avenue crossing is appropriate and anticipated to have better compliance compared to the current school speed limit.

A reconstruction project was completed for County State Aid Highway (CSAH) 30 (Diffley Road), between CSAH 43 (Lexington Avenue) and Dodd Road, in the City of Eagan to improve safety in the area of three schools on the north side of the highway. Following the reconstruction project, an engineering speed review was requested. Based on the Minnesota Department of Transportation engineering study of the new roadway conditions, the legal speed limit on this segment of Diffley Road was authorized by the Commissioner of Transportation to be 35 mph. School District 196, in collaboration with county and city partners, engaged in a School Route to School study and developed a safe route to school to accommodate those students who choose to walk or bike to school rather than utilize the bus service. Dakota County hired a consultant to conduct a new evaluation of the area to update the school speed limit authorization by Resolution 19-861 (November 26, 2019), considering the new roadway conditions, including lane reduction, roundabouts, enhanced crossing signs, crossing guards, and education activities in place to enhance safety along this segment of Diffley Road. Based on study data, consideration of the long roadway segment distance in consideration of the multiple schools including in the crossing zone, and discussions with school district and city staff, retaining the school zone speed limit of 30 mph focused around the student crossing activity is the appropriate action for maximizing safety during times when children are present during school hours.

## RECOMMENDATION

Staff recommends authorization to update the school zone speed limit reduction along CSAH 28 adjacent to Simley High School and to retain the school zone limit reduction along CSAH 30 in the area adjacent to Eagan Area schools based on the new roadway conditions, in consideration of each school's Route Plan, data, discussions with city and school district partners, and the findings of prescribed engineering investigation as required per Minnesota Statutes Section 169.14 Subd. 5a, and recommends implementation of recommended corrective actions in accordance with the MMUCTD.

## EXPLANATION OF FISCAL/FTE IMPACTS

None. Costs for establishing the school zone speed limit as recommended can be accounted for within the adopted Transportation Operating and Capital Improvement Program budgets.

- |  |  |   |
|--|--|---|
| <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 designs and operates traffic control devices in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD); and

WHEREAS, school zone speed limits can be effective in promoting pedestrian safety in school zones adjacent to County Highways; and

WHEREAS, Minn. Stat. § 169.14 Subd. 5a enables local authorities to establish speed limits within a school zone of a public or non-public school upon the basis of an engineering and traffic investigation as prescribed by the Commissioner of Transportation; and

WHEREAS, the placement of signage for a school zone speed limit must comply with the MMUTCD; and

WHEREAS, a school speed limit shall not be lower than 15 miles per hour and shall not be more than 30 miles per hour below the established speed limit on an affected street or highway based on results of the prescribed engineering investigation; and

WHEREAS, effective school zone speed limits consider the roadway design elements and area conditions to gain compliance with the established speed to maximize driver compliance and safety; and

WHEREAS, Roadway improvements were recently implemented along both County State Aid Highway (CSAH) 28 (80<sup>th</sup> Street) near Boyd Road adjacent to Simley High School in Inver Grove Heights and along County State Aid Highway (CSAH) 30 (Diffley Road) from west of Daniel Drive to east of Braddock Trail in Eagan; and

WHEREAS, implementation of an updated school zone speed limit based on the engineering and traffic investigations at both Simley High School and the Diffley Road School Area is desired as a tool to enhance safety; and

WHEREAS, Independent School District 199, the City of Inver Grove Heights, and Dakota County worked together to improve pedestrian safety, including engaging in the development of a safe route to school study, development of a route plan, and implementation of safety enhancements and education for the crossing of CSAH 28 at Boyd Avenue adjacent to Simley High School; and

WHEREAS, the engineering investigation for the establishment of a legal school speed zone that maximizes safety was prepared and recommended for CSAH 28, 80<sup>th</sup> Street of 25 miles per hour in the vicinity of Boyd Avenue; and

WHEREAS, Independent School District 196, the City of Eagan, and Dakota County collaborated on a Safe Route to School study, following the roadway changes in the area and education effort plus school guards to improve school crossing; and

WHEREAS, an engineering investigation was conducted for each roadway based on the implemented improvements to establish an updated legal school speed zone that maximized safety; and

WHEREAS, the school zone speed limit, in conjunction with a sound school route plan, school zone hazard evaluation and correction, pedestrian education, and enforcement, can effectively promote pedestrian safety in school zones.



NOW, THEREFORE, BE IT RESOLVED, That the County Engineer is hereby authorized to establish and place signage creating a school zone speed limit of 25 miles per hour on County State Aid Highway 28 ( 80<sup>th</sup> street) focused around the crossing at Boyd Avenue, in the City of Inver Grove Heights in accordance with the Minnesota Manual On Uniform Traffic Control Devices based upon the School Route Plan for the area established by Independent School District 199, the findings of prescribed engineering investigation required per Minn. Stat. § 169.14 Subd. 5a, and recognizing implementation of roadway, school enhancements, and education that was put in place based on the Safe Route To School Report and School Area Travel Safety study completed in fall 2021, consistent with the investigation; and

BE IT FURTHER RESOLVED, That the County Engineer is hereby authorized to retain the school zone speed limit of 30 miles per hour on County State Aid Highway (CSAH) 30 (Diffley Road) between CSAH 43 (Lexington Avenue) and Dodd Road, in the City of Eagan in consideration of the project updated completed in fall 2021 and in accordance with the Minnesota Manual On Uniform Traffic Control Devices based upon the School Route Plan for the area established by Independent School District 196, the findings of prescribed engineering investigation required per Minn. Stat. § 169.14 Subd. 5a, and implementation of recommended corrective actions required by the investigation.

#### PREVIOUS BOARD ACTION

92-884; 11/24/92

19-861; 11/26/19

#### ATTACHMENTS

Attachment: Location Map

#### 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

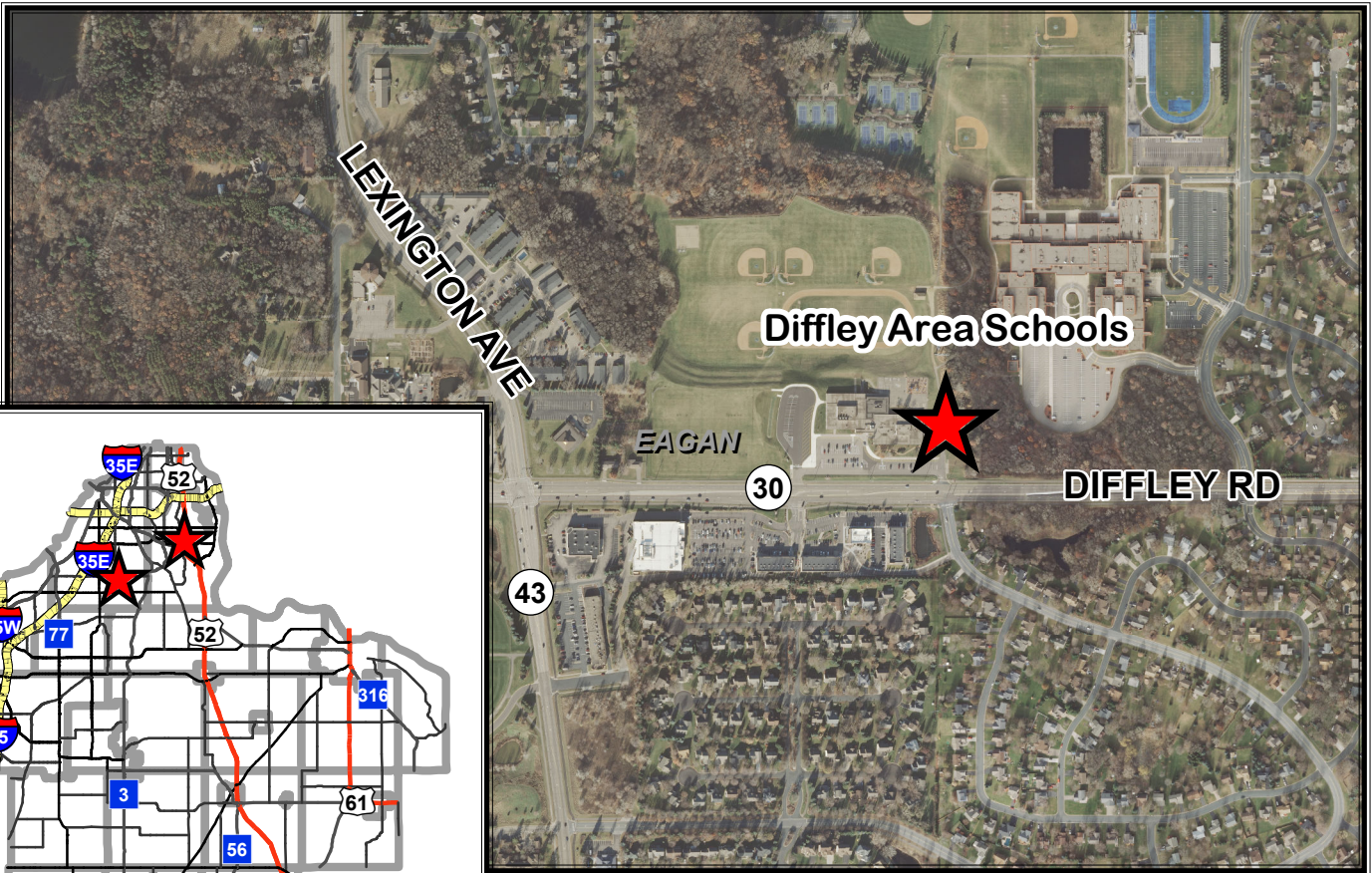
☒ N/A

#### CONTACT

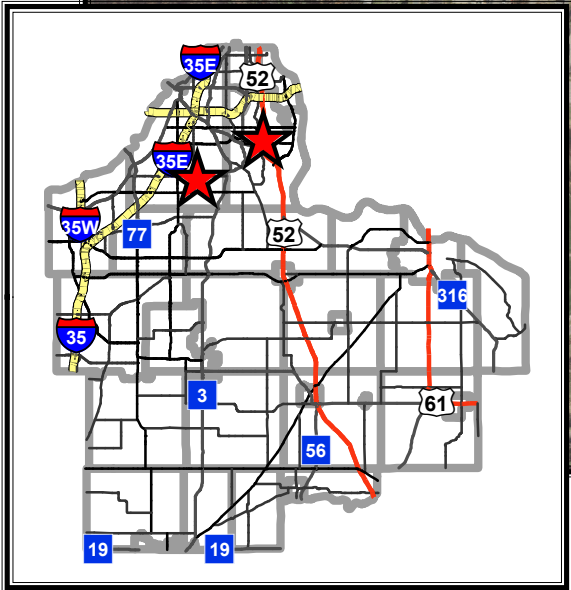
Department Head: Erin Laberee

Author: Kristi Sebastian

Prepared by Dakota County Physical Development Division



School Zones







# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-1254

Agenda #: 5.2

Meeting Date: 8/16/2022

**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Regular Information

### TITLE

**Overview Of Preliminary Draft Dakota County 2023 Capital Improvement Program**

### PURPOSE/ACTION REQUESTED

Review the Preliminary Draft 2023 Capital Improvement Program (CIP).

### SUMMARY

As a part of the annual budget process, the County prepares a five-year CIP. The CIP identifies capital projects to support existing and future needs. It provides a development program that is used to maximize outside revenue sources and effectively plan for the future growth and maintenance of the County's infrastructure. Each CIP program follows the general principles and prioritization shown below:

- Overarching CIP principles:
  - Safety first
  - Finish what we have started
  - Honor funder/grantee commitments
- General Prioritization
  - Priority 1: Projects already underway ("Finish what we've started")
  - Priority 2: Projects that address asset, infrastructure, or resource deficiencies ("Fix what's broken")
  - Priority 3: Strategic system growth and enhancement ("Meet demand")
  - Priority 4: Projects not in an adopted CIP ("Act on opportunities")

This year, staff will be making recommendations on further defining eligible uses for the Environmental Legacy (ELF) and Sales and Use Tax (SUT) Funds in the development of Natural Resources and Greenways. Due to unsuccessful federal and state funding pursuits across the CIP, several projects are being shifted or postponed into the future to balance budgets. Board direction on continued project development is being sought.

The County CIP contains the following sections: Parks, Environmental Resources, Byllesby Dam, Buildings, Transportation, Regional Railroad Authority, and Data Networks. The Draft CIP development is based on current staffing levels and has fully estimated project costs (including construction and soft costs). It will also include resource management and project chargebacks to show staffing requirements, what can be done with current authorized staff, what will require additional resources and ongoing maintenance costs.

The first year of the CIP is the 2023 Capital Improvement Budget which will be presented as a part of the County Manager's Recommended Budget in November and considered for adoption by the County Board in December. Project expenditures are based on the year of expenditure:

- First: Scoping
- Second: Design
- Third: Property Acquisition
- Fourth: Construction

The Board is scheduled to release the Draft 2023-2027 CIP for formal review on September 20, 2022. By Resolution No. 21-460 (September 21, 2021), a public hearing was scheduled to receive comments on the proposed 2023-2027 CIP per Minn. Stat. § 373.40 Subd, 3, which requires that the County hold a public hearing prior to the adoption of the CIP. The Public Hearing is currently scheduled to be held in November. The County Board is scheduled to adopt the County Manager's Recommended 2023-2027 Capital Improvement Program on December 13, 2022.

### RECOMMENDATION

Information only; no action requested.

### 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

Information only; no action requested.

### PREVIOUS BOARD ACTION

21-460; 9/21/21

### ATTACHMENTS

Attachment: Physical Development Division Preliminary 2023 Capital Improvement Program

### 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: Erin Stwora

Author: Alex Jermeland

## Physical Development Division Preliminary 2023 Capital Improvement Program

Each year, as part of the annual budget process, Dakota County prepares a five-year Capital Improvement Program (CIP) that includes a one-year capital budget. The CIP identifies projects that will support existing and projected needs in the upcoming years by strategically prioritizing the use of resources. While the programs have different objectives and types of projects, the elements and considerations of building the CIP remain the same across programs.

Overarching principles for the CIP include:

- Safety first,
- Finish what we have started, and
- Honor funder/grantee commitments.

In addition to the overarching principles, the staff implement the following general prioritizations:

- Priority 1: Projects already underway (“Finish what we’ve started”);
- Priority 2: Projects that address asset, infrastructure, or resource deficiencies (“Fix what’s broken”);
- Priority 3: Strategic system growth and enhancement (“Meet demand”); and
- Priority 4: Projects not in an adopted CIP (“Act on opportunities”).

The preliminary CIP is based on current staffing levels. Project cost estimates incorporate the full project costs including construction and “soft costs.” Costs shown within the CIP are represented within each respective year where work (such as scoping, design, property acquisition, and construction) will be completed.

Items for consideration:

- Natural resources and greenways funding with Sales and Use Tax (SUT) and Environmental Legacy Fund (ELF).
- External revenue strategy and removal of projects when external funding is not achieved.
- Impacts of shifting County Program Aid (CPA) from Parks and Buildings CIP to Operating Budget (delay/postpone projects; issue debt on future projects).
  - Parks: \$1.7 million annually and \$8.5 million over five years.
  - Buildings: \$250,000 annually and \$2.5 million over five years.
- Other projects that should be considered.
- Additional information the Board like to see before the September 20<sup>th</sup> release.

**Dakota County CIP Revenues by Type**

<b>CIP</b>	<b>Levy</b>	<b>CPA</b>	<b>ELF</b>	<b>General Fund</b>	<b>Trans Fund</b>	<b>Sales &amp; Use Tax</b>	<b>Parks Fund</b>	<b>Regional Rail</b>	<b>ARP Funding</b>
Buildings	X	X	X	X	-	-	-	-	-
Byllesby Dam	-	-	-	X	-	-	-	-	X
Data Networks	-	-	-	X	-	-	-	-	-
Environmental Resources	-	-	X	-	-	-	-	-	X
Parks and Greenways	X	X	X	X	-	X	X	-	X
Regional Railroad Authority	-	-	-	-	-	-	-	X	-
Transportation	X	-	-	-	X	X	-	-	-



# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-1281

**Agenda #:** 5.3

**Meeting Date:** 8/16/2022

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**DEPARTMENT:** Transportation

**FILE TYPE:** Regular Information

### **TITLE**

**Update And Discussion Of Proposed Transit Investments In Capital Improvement Program**

### **PURPOSE/ACTION REQUESTED**

Receive information on transit projects identified in the 2022-2026 Capital Improvement Program (CIP) and discuss priorities for inclusion in the 2023-2027 CIP.

### **SUMMARY**

To provide a safe and efficient multi-modal transportation system, Dakota County works cooperatively with transit providers to support transit and invest in transit improvements that align with the goals of the Dakota County 2040 Transportation Plan. The Transportation Plan includes strategies and policies for the County to collaborate with transit providers to enhance fixed-route transit service through service improvements and pilot projects and by improving operating conditions and accessibility.

County transportation staff meets with transit service providers and operators to understand transit system needs and potential projects for inclusion in the annual CIP. In previous years, the County has partnered with transit providers on projects such as the expansion of the Apple Valley Transit Station, a pilot transit service to the Dakota County Technical College, and by providing bus pads at bus stops along county highways.

The 2022-2026 CIP includes three transit projects funded through the Transportation Sales and Use Tax. The projects aim to respond to transit needs within the county, recognizing that commuter and express-oriented transit ridership has not yet rebounded to pre-pandemic levels. The projects aim to support transit services geared toward transit riders who may not have access to other transportation modes to meet daily needs. A brief description of the projects is included below with more detail in Attachment: CIP Transit Summary Sheets.

- Bus Shelter Pad Construction, County Highways: Annual program to provide accessible concrete bus pads at transit stops along county highways.
- Bus Shelter Pad Construction, Off County Highway System: Program to provide accessible concrete bus pads at high-use transit stops throughout the county along other streets and highways.
- DARTS Loops: Support for the continuation and expansion of DARTS loop transit service as well as a one-time contribution toward the purchase of a bus for service expansion.

Prior to updating the 2023-2027 CIP, staff would like to discuss these projects in greater detail with

the Physical Development Committee of the Whole to understand if these projects fit within the Board's goals for supporting transit service within the County. A summary of transit-related policies identified in the Dakota County 2040 Transportation Plan is included in Attachment: Transit Policies.

**RECOMMENDATION**

Information only; No action requested.

**EXPLANATION OF FISCAL/FTE IMPACTS**

- |  |  |   |
|--|--|---|
| <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**

Information only; no action requested.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: CIP Transit Summary Sheets

Attachment: Transit Policies

**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: Erin Laberee

Author: Gina Mitteco



2022 CAPITAL BUDGET											
and 2022 - 2026 TRANSPORTATION SALES & USE TAX CAPITAL IMPROVEMENT PROGRAM											
Project Title:		Bus Shelter Pad Construction--County Highways					Project Graphic				
Project Number(s):		ST00003									
Year of Board Authorization:		2019	Project Description:								
Target Completion:		Ongoing	Construction of concrete bus shelter pads and sidewalk modifications at bus routes along Dakota County Highways. The transit service provider will provide and install bus shelters at locations where ridership meets guidelines for shelter provision. Bus stop locations along County Highways that do not qualify for shelters may receive ADA accessible bus pads and sidewalk connections with the County participating at a 50 percent cost share rate.								
Project Type:		Transit									
JL Key:		ST00003									
Project Location:											
Installation of ADA accessible bus pads and concrete bus shelter pads at bus stops along County Highways. Specific locations to be determined annually in partnership with MVTA and Metro Transit.											
Project and Fiscal History:											
2019 and 2020: 10 Bus Shelter Pads and installation (\$5,000/each) in each year-MVTA provided shelters											
June 02,2020 Meeting- adding for future years- Analyzing bids, they are around \$10,000/pad. Updating cost and adding more for following years.											
2022: 5 Bus Shelter Pads and installation (\$16,000/each)-MVTA to provide the shelters. Additional funding added for 2022 for right-of-way costs not typical of pad construction.											
2023: 5 Bus Shelter Pads and installation (\$10,000/each)-MVTA to provide the shelters											
2024: 5 Bus Shelter Pads and installation (\$10,000/each)-MVTA to provide the shelters											
2025: 5 Bus Shelter Pads and installation (\$10,000/each)-MVTA to provide the shelters							2026: 5 Bus				
Shelter Pads and installation (\$10,000/each) MVTA to provide the shelters											
Project Revenues		Original Project Estimate	Approved Budget	2022 Budget	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	Beyond 2026	Total Revised Project Revenues Estimate	2022 Project Revenues Estimate Change
Transportation Sales Tax		-	150,000	80,000	50,000	50,000	50,000	50,000	-	430,000	430,000
Total		-	150,000	80,000	50,000	50,000	50,000	50,000	-	430,000	430,000
Project Expenditures		Original Project Estimate	Approved Budget	2022 Budget	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	Beyond 2026	Total Revised Project Expenditures Estimate	2022 Project Expenditures Estimate Change
Other		-	150,000	80,000	50,000	50,000	50,000	50,000	-	430,000	430,000
Total		-	150,000	80,000	50,000	50,000	50,000	50,000	-	430,000	430,000

<div><div></div><div>2022 CAPITAL BUDGET</div></div> <div>and 2022 - 2026 TRANSPORTATION SALES &amp; USE TAX CAPITAL IMPROVEMENT PROGRAM</div>												
Project Title:		Bus Shelters--Off County Highway System					<div>Project Graphic</div> 					
Project Number(s):		New										
Year of Board Authorization:		2022	Project Description:									
Target Completion:		2023	Dakota County has previously partnered with MVTA to provide bus pads along bus routes that utilize County Highways with the County installing concrete pads and MVTA providing shelters. This project would expand the program for transit providers to install bus pads and shelters at high priority locations within Dakota County as an overall system improvement for riders-- including locations off of the County Highway system.									
Project Type:		Transit										
JL Key:		New										
Project Location:		Various			Projects will be led and implemented by the two major transit agencies serving the County, MVTA and Metro Transit, with the County contributing up to 50 percent of capital costs for bus pad and shelter construction. The project may also include customer amenities including lighting, heating, benches, and signage at priority locations as determined by the transit providers.							
Project and Fiscal History:												
Transit providers will identify locations and lead the project, therefore only showing County share. Per the adopted cost share policies, the County is contributing 50% of total project cost.												
Project Revenues		Original Project Estimate	Approved Budget		2022 Budget	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	Beyond 2026	Total Revised Project Revenues Estimate	2022 Project Revenues Estimate Change
Transportation Sales Tax		-	-		100,000	200,000	200,000	200,000	200,000	-	900,000	900,000
		-	-		100,000	200,000	200,000	200,000	200,000	-	900,000	900,000
Project Expenditures		Original Project Estimate	Approved Budget		2022 Budget	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	Beyond 2026	Total Revised Project Expenditures Estimate	2022 Project Expenditures Estimate Change
New Construction		-	-		100,000	200,000	200,000	200,000	200,000	-	900,000	900,000
Total		-	-		100,000	200,000	200,000	200,000	200,000	-	900,000	900,000



# 2022 CAPITAL BUDGET

and 2022 - 2026 TRANSPORTATION SALES & USE TAX CAPITAL IMPROVEMENT PROGRAM

Project Title:	DARTS Loops	
Project Number(s):	New	
Year of Board Authorization:	2022	Project Description:
Target Completion:	Ongoing	Support for the continuation and expansion of DARTS loop transit service as well as a one-time contribution toward the purchase of a bus . This project will fill funding gaps for existing DARTS loops that provide critical weekly ADA-compliant transportation options to seniors in communities with little or no local transit service. DARTS will also work with Dakota County to determine the demand and feasibility of operating an additional Loop in Hastings or a new loop in Farmington and piloting the service. County will provide up to a 50 percent match per the County's cost participation policy.
Project Type:	Transit	
JL Key:	New	
Project Location:		
Various Dakota County Communities		

**Project and Fiscal History:**

DARTS is the project lead so CIP is only showing County share. County will provide up to 50% of capital and operating costs as outlined in the County's cost participation policy.

County contribution will support the following elements:  
Funds toward one-time bus purchase in 2022: \$60,000 County, \$60,000 DARTS  
Annual operations cost of weekly DARTS Loop is estimated based upon 2021 costs: \$25,000 total with a maximum County contribution of \$12,500.



Project Revenues	Original Project Estimate	Approved Budget	2022 Budget	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	Beyond 2026	Total Revised Project Revenues Estimate	2022 Project Revenues Estimate Change
Transportation Sales Tax	-	-	92,500	32,500	32,500	32,500	32,500	-	222,500	222,500
	-	-	92,500	32,500	32,500	32,500	32,500	-	222,500	222,500

Project Expenditures	Original Project Estimate	Approved Budget	2022 Budget	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	Beyond 2026	Total Revised Project Expenditures Estimate	2022 Project Expenditures Estimate Change
Other	-	-	92,500	32,500	32,500	32,500	32,500	-	222,500	222,500
Total	-	-	92,500	32,500	32,500	32,500	32,500	-	222,500	222,500

## **Policies**

**T.1 Funding Partnerships:** Provide funding for transitway operations in accordance with established regional and interagency agreements and consider providing funding contributions for other services on an individual basis in cooperation with service providers and local municipalities and according to applicable County Cost Participation Policies.

**T.2 Improve Operating Conditions:** Dakota County will identify and pursue feasible improvements to county highways through the Capital Improvement Program that can improve transit service quality, operating efficiency, and accessibility to provide an integrated multi-modal system that will maximize the movement of people within Dakota County and the region.

**T.3 Develop Cost Effective and Efficient Transit Solutions through Mobility Management:** Dakota County will assume a lead role, currently through GoDakota, with transit providers and human service agencies and other community stakeholders to identify opportunities for broad collaboration, coordination and integration between all transportation modes that is consistent with mobility management concepts.

**T.4 Consider Transit Facility Needs in All Transportation Projects:** Provide infrastructure for transit operations and transit service access within county highway right-of-way where practical including signage, pedestrian facilities, bus pull-outs, and bus stop amenities.

**F.9 Transit Capital and Operating:** Consider participation in transit capital and operating enhancements, or pilot projects, up to 50 percent after application of federal or state funds available for the project as determined by the county.

## **Strategies**

- *Collaborate with transit partners to enhance fixed route transit services:* Pursue planning, development, and implementation of fixed route transit service enhancements and pilot projects in Dakota County through collaborative partnerships with Metro Transit, Minnesota Valley Transit Authority, cities, regional partners, the public, and other transit providers to address changing needs and emerging opportunities.
- *Collaborate with the public and stakeholders:* Participate in and create new stakeholder groups to facilitate identification of transit needs and potential enhancements, with an emphasis on the needs of transit dependent populations.
- *Secure funding sources for transit:* Work with transit providers and other local and regional partners to secure funds for transit projects within the county, and cooperate with regional partners to ensure permanent, dedicated, and reliable funding for transit operations through local, regional, state and national sources.
- *Coordinate with providers on needs and potential service improvements:* Work with demand-response providers and the public to identify areas for potential service improvements and consider partnering with providers on pilot projects or service enhancements as opportunities and needs arise.
- *Technical Resource:* Partner with local agencies to evaluate demand for, and potential roles, for microtransit and shared mobility and their integration with existing transit services and facilities.

## **Attachment: Transit Policies from the Dakota County 2040 Transportation Plan**

- *Pilot Projects:* Aid in the development and operation of microtransit and shared mobility service where they may complement or substitute for existing transit services.
- *Assessment of Transportation Needs:* Continue the county's role in identifying new and ongoing challenges towards providing transit and transportation services for a growing population and range of travel needs.
- *Implementation of Mobility Management Programs:* Assume a lead role in coordinating with public and private agencies to develop and provide information and services responsive to specialized transportation needs.
- *Participate in Transportation Management Organizations or Related Committees:* Participate in transit management organizations or related committees to assist in identification and development of transit services to meet county transit needs.
- *Modal Integration* Consider transit needs for accessibility, right-of-way and operations during the planning and design of county highway and trail projects; involve internal departments and external agencies to assure a comprehensive approach.
- *Multimodal Facilities and Hubs:* Participate in the funding and enhancement of multimodal facilities in partnership with transit providers according to the County's Cost Participation Policy, including transit centers, park-and rides, and mobility hubs. Facilitate cooperation among transit agencies, transportation service providers, and municipalities to consider infrastructure improvements such as vehicle charging stations, ride share drop-off points, bicycle parking, and pedestrian and bicycle connections to improve access and integration of multiple modes and services.
- *Technology:* Leverage existing county fiber network capacity to facilitate service agencies' systems for operations and customer information.



# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-1322

**Agenda #:** 7.1

**Meeting Date:** 8/16/2022

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Adjournment