

**AGENDA  
DAKOTA COUNTY  
Physical Development Committee of the Whole**

**January 10, 2017**

**9:00 AM**

**(or following Community Services Committee of the Whole)  
Conference Room 106, Western Service Center, Apple Valley, MN**

**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. Introductions**

**3. 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 come forward at this time. Comments are limited to five minutes.

**4. Approval Of Agenda (Additions/Corrections/Deletions)**

**5. Consent Agenda**

**5.1 Approval Of Minutes**

**5.2 Survey - Plat Commission Update**

**5.3 Physical Development Administration - Planning Commission Update**

**5.4 Physical Development Administration - Approval Of Planning Commission's 2017 Work Plan**

**5.5 Physical Development Administration - Update On Minnesota River Greenway Interpretive Plan**

**5.6 Operations Management - Parks - Ratification Of Application And Acceptance Of Conservation Partners Legacy Grant For Miesville Ravine Park Reserve**

**5.7 Operations Management - Parks - Authorization To Execute Multiple Agreements For Construction Of Pine Bend Bluff Trailhead, Trail Connection, Interpretation And Access Road**

**5.8 Operations Management - Parks - Authorization To Submit Applications For Conservation Partners Legacy Grant For Natural Resource Restoration In Lebanon Hills Regional Park**

**5.9 Transportation - Update On County Project 42-82, Trunk Highway 52 And County State Aid Highway 42 Interchange Project In City Of Rosemount**

**6. Regular Agenda**

**6.1 Transportation - Update On Counties Transit Improvement Board Workshops On Program Of Projects Investment Strategies And Provisions Of The Greater Minnesota Transportation Sales And Use Tax**

**6.2 Physical Development Administration - Review Of Comprehensive Plan Scientific Mail Survey**

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- 6.3 *Operations Management* - Update On Progress Toward 2015 Greenhouse Gas Reduction Goals
  - 6.4 *Operations Management - Parks* - Authorization To Award Contract With Tetra Tech, Inc. For Engineering Services For Thompson Lake Contaminated Sediment Removal And Stormwater Practice Implementation In City Of West St. Paul
  - 6.5 *Operations Management - Parks* - Authorization To Execute Joint Powers Agreement With City Of West St. Paul And Lower Mississippi River Watershed Management Organization For Thompson Lake Contaminant Cleanup And Stormwater Management Project
  - 6.6 *Operations Management - Parks* - Award Of Bid And Authorization To Execute Contract With Applied Ecological Services Inc. For Conservation Partners Legacy Grant Project At Miesville Ravine Park Reserve
  - 6.7 *Operations Management - Parks* - Award Of Bid And Authorization To Execute Contract With Goat Dispatch LLC For Conservation Partners Legacy Grant Project At Miesville Ravine Park Reserve
- 7. **Legislative Discussion**
  - 8. **Division Director Update**
  - 9. **Adjournment**

**The next scheduled meeting is February 14, 2017, at 9:00 AM.  
Conference Room 106  
Western Service Center, 14955 Galaxie Avenue, Apple Valley, MN 55124**

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**DAKOTA COUNTY  
PHYSICAL DEVELOPMENT COMMITTEE OF THE WHOLE**

**Meeting Minutes**

**November 29, 2016  
Conference Room 106**

**Call To Order And Roll Call**

Commissioner Mike Slavik  
Commissioner Kathleen A. Gaylord  
Commissioner Thomas A. Egan  
Commissioner Nancy Schouweiler  
Commissioner Liz Workman  
Commissioner Chris Gerlach

Also in attendance: Matt Smith, County Manager; Tom Donely, Assistant County Attorney; Steve Mielke, Physical Development Director; Jessica Johnson, Administrative Coordinator.

The meeting was called to order at 10:47 a.m. by Chair Thomas A. Egan. Commissioner Holberg joined at 10:51 a.m.

**Introductions**

Chair Egan introduced two staff members from Physical Development and acknowledged their recent promotion.

**Audience**

Chair Egan 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.

**Approval Of Agenda (Additions/Corrections/Deletions)**

On a motion by Commissioner Kathleen A. Gaylord, seconded by Commissioner Mike Slavik, the agenda was unanimously approved.

**Consent Agenda**

On a motion by Commissioner Kathleen A. Gaylord, seconded by Commissioner Chris Gerlach, the consent agenda was unanimously approved as follows:

**5.1 Approval Of Minutes**

**5.2 Plat Commission Update**

This item was on the agenda for informational purposes only.

**5.3 Planning Commission Update**

This item was on the agenda for informational purposes only.

**5.4 Authorization To Execute Joint Powers Agreement With City Of Burnsville For Operations And Maintenance Of Minnesota River Regional Greenway - Black Dog Segment**

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WHEREAS, the Minnesota River Regional Greenway – Black Dog segment is a 3.5-mile trail located south of the Minnesota River from I-35 to Trunk Highway 77 (Cedar Avenue); and

WHEREAS, on March 17, 2015, the County Board authorized execution of a joint powers agreement with the City of Burnsville (City) for construction of the Minnesota River Regional Greenway – Black Dog segment that established County cost share of \$525,000 for this City-led greenway collaborative project; and

WHEREAS, the City obtained right of way, oversaw design/engineering and delivered construction of the trail and the adjacent Minnesota Riverfront City Park trailhead; and

WHEREAS, the trail and trailhead were open for public use in November of 2016; and

WHEREAS, the current request for County Board consideration is execution of a joint powers agreement that transfers operations and maintenance of the trail to the County; and

WHEREAS, the predominant terms of the joint powers agreement are to:

- Authorize the County to use, operate and maintain the trail;
- Allow the County to access trail easements;
- Establish regional designation of the trail;
- Establish County responsibilities for routine and deferred maintenance of the trail;
- Establish City responsibilities for the Minnesota Riverfront City Park trailhead; and
- Establish shared City and County maintenance responsibilities for deferred maintenance of the shared parking lot in Minnesota Riverfront City Park trailhead and shared costs related to removal of sediments for flood events ; and

WHEREAS, the County assumption of trail maintenance and operations responsibilities and jurisdiction as a regional trail is based on:

- The approved Minnesota River Greenway Master Plan;
- The trail's 3.5-mile contiguous length;
- The trail's location along the Minnesota River which is a regional destination; and
- The near-term connection with the Lake Nokomis – Minnesota River Regional Trail which is currently under construction ; and

WHEREAS, staff recommends execution of a joint powers agreement with the City for the operation and maintenance of the Minnesota River Regional Greenway – Black Dog segment; and

WHEREAS, the annual County maintenance expense for the 3.5 mile Minnesota River Regional Greenway – Black Dog Segment is approximately \$6,075; and

WHEREAS, the associated expense for the operation and maintenance was included in the 2017 County Manager's Recommended Budget. NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the joint powers agreement as substantially provided at the November 29, 2016, Physical Development Committee meeting, subject to approval as to form by the Dakota County Attorney's Office.

## **5.5 Authorization To Execute Joint Powers Agreement With Minnesota Board Of Water And Soil Resources For Developing State Wetland Bank**

WHEREAS, wetland bank easements are used to offset unavoidable wetland impacts and meet regulatory requirements under the Minnesota Wetland Conservation Act (WCA) and Section 404 of the Clean Water Act;

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and

WHEREAS, County Policy No. 8253, Wetland Banking, established the goal of restoring wetlands impacted by County sponsored projects within the County to realize the environmental benefits in water quality and water retention; and

WHEREAS, staff have been negotiating with the Jordan family and the Minnesota Board of Water and Soil Resources (BWSR) to restore wetlands on their property in Waterford Township for wetland banking purposes; and

WHEREAS, the total easement area is approximately 67.6 acres, with an estimated 40 acres of wetland replacement credit being obtained; and

WHEREAS, the BWSR has an obligation to provide wetland replacement for public roads when safety upgrades are needed and unavoidable wetland impacts occur; and

WHEREAS, the agreement creates a partnership with the BWSR to share the cost of easement acquisition and construction of the Jordan wetland bank in return for shared replacement credit. NOW, THEREFORE, BE IT RESOLVED, the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute a joint powers agreement with the Minnesota Board of Soil and Water Resources, for the period of October 21, 2016 through October 20, 2021.

#### **5.6 Authorization To Execute Joint Powers Agreements With Cities And Organizations For Wetland Health Evaluation Program**

WHEREAS, the Wetland Health Evaluation Program (WHEP) is a successful, citizen-monitoring program that uses teams of trained volunteers to gather data on wetland health throughout Dakota County; and

WHEREAS, WHEP was started in 1997 and is administered by the Dakota County Environmental Resources Department; and

WHEREAS, the County and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul and the Vermillion River Watershed Joint Powers Organization have previously executed joint powers agreements (JPA) for WHEP, with the current JPAs set to expire on December 31, 2016; and

WHEREAS, the North Cannon River Watershed Management Organization desires to begin participating in 2017; and

WHEREAS, the County and the organizations wish to continue the WHEP and execute JPAs whereby the organizations will pay the direct expenses of the WHEP, and the Dakota County Environmental Resources Department will administer the program; and

WHEREAS, the term of each JPA between the County and the organizations shall be for a term of five years (January 1, 2017 – December 31, 2021), unless earlier terminated by the parties, and the amount to be paid by each city for participation in the WHEP shall be based on the number of wetlands evaluated in each organization's jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director to execute a joint powers agreement with each of the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul and with the Vermillion River Watershed Joint Powers Organization and the North Cannon River Watershed Management Organization for funding and participation in the Dakota County Wetland Health

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Evaluation Program, for the period January 1, 2017 through December 31, 2021, pursuant to which the organization will pay Dakota County its direct expenses, based upon the number of wetlands evaluated, to administer the Program, substantially as presented on November 29, 2016, and subject to approval as to form by the County Attorney's Office.

## **Regular Agenda**

### **6.1 Update On Pine Bend Area Arterial Connector Study And Direction To Proceed With Preliminary Design Of Akron Avenue**

Brian Sorenson, Assistant County Engineer, presented this item and responded to questions. Joe Atkins, Commissioner-Elect; and Mark Krebsbach, Transportation Director, also spoke to this item. The following residents were in the audience and each were given five minutes to speak:

Jeff Brown (Inver Grove Heights)  
 Jim Powell (Rosemount)  
 Wayne Schmidt (Inver Grove Heights)  
 Martin Moody (Inver Grove Heights)

On a motion by Commissioner Kathleen A. Gaylord, seconded by Commissioner Chris Gerlach, the item was unanimously tabled to a later meeting date.

### **6.2 Update On Dakota County East-West Transit Study**

Due to time constraints, this item was tabled until a later meeting date. This item was on the agenda for informational purposes only.

### **6.3 Update On River To River Greenway Robert Street Pedestrian Crossing Feasibility Study**

John Mertens, Senior Planner, presented this item and responded to questions. This item was on the agenda for informational purposes only.

### **6.4 Update On Lake Byllesby Regional Park Master Plan And Natural Resources Management Plan**

Due to time constraints, this item was tabled until a later meeting date. This item was on the agenda for informational purposes only.

### **6.5 Authorization To Execute Contract Amendment With WSB And Associates For Engineering Services For County Project 97-96 (Mississippi River Regional Trail – West) In Rosemount**

Taud Hoopingarner, Operations Management Director; and Jena Fabish, Senior Project Manager, presented this item and responded to questions.

On a motion by Commissioner Mike Slavik, seconded by Commissioner Liz Workman, the following resolution was unanimously recommended to the County Board:

WHEREAS, the 2008 Dakota County 2030 Parks System Plan established a vision of a 200-mile greenway system that: 1) brings parks to people by improving connectivity to where people live, work and want to go, 2) provides popular year-round recreation, 3) serves people of diverse interests and abilities and 4) protects and enhances natural resources and open space; and

WHEREAS, County Project (CP) 97-96 was broken into two segments, Mississippi River Regional Trail (MRRT)

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West and MRRT East, to ensure constructability within the grant periods; and

WHEREAS, CP 97-96 (MRRT West) includes the construction of a 1.8-mile trail segment adjacent to Trunk Highway (TH) 52 beginning just south of the TH 52 and 117th Street interchange and ending at its proposed connection with MRRT East (just west of Doyle Path along Pine Bend Trail) in the City of Rosemount; and

WHEREAS, on June 16, 2015 (Resolution 15-319), the Dakota County Board of Commissioners authorized execution of contract with WSB and Associates for engineering design services for CP 97-96 MRRT West; and

WHEREAS, the project is in the approved 2016 Parks Capital Improvement Program (CIP) budget with construction in 2016; and

WHEREAS, the original CP 97-96 MRRT West alignment paralleled Union Pacific Railroad (UP) property for a portion of the northern section of the proposed project; and

WHEREAS, the original alignment was adjacent and encroached onto the UP's property due to the existing topography of the ravine area; and

WHEREAS, on April 19, 2016 (Resolution 16-224), the Dakota County Board of Commissioners authorized execution of an encroachment agreement and a right of entry agreement with UP for the proposed trail easements; and

WHEREAS, through the UP review process, UP is now requesting a purchase and sale agreement and a construction and maintenance trail agreement for the proposed trail easements; and

WHEREAS, the County and UP could not reach an agreement on the terms of the agreements; and

WHEREAS, the original alignment can be redesigned to avoid impacting UP property; and

WHEREAS, the County has negotiated with WSB and Associates for the redesign of the trail in the amount of \$77,486; and

WHEREAS, the approved 2016 Parks CIP budget (P00011) includes sufficient funds for the cost of the redesign.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with WSB and Associates to perform professional engineering services for County Project 97-96 MRRT West in an amount not to exceed \$135,391, including reimbursable items, subject to approval by the County Attorney's Office as to form.

#### **6.6 Authorization To Execute Contract Amendment With LHB, Inc. For Engineering Services For County Project 97-96 (Mississippi River Regional Trail – East) In Rosemount**

Taud Hoopingarner, Operations Management Director; and Jena Fabish, Senior Project Manager, presented this item and responded to questions.

On a motion by Commissioner Nancy Schouweiler, seconded by Commissioner Chris Gerlach, the following resolution was unanimously recommended to the County Board:

WHEREAS, the 2008 Dakota County 2030 Parks System Plan established a vision of a 200-mile greenway system that: 1) brings parks to people by improving connectivity to where people live, work and want to go; 2) provides popular year-round recreation; 3) serves people of diverse interests and abilities; and 4) protects and enhances natural resources and open space; and

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WHEREAS, County Project (CP) 97-96 Mississippi River Regional Trail (MRRT) – Rosemount segment was planned from 117th Street to Spring Lake Park Reserve in the City of Rosemount; and

WHEREAS, CP 97-96 MRRT – Rosemount segment was split into two segments, MRRT West and MRRT East; and

WHEREAS, MRRT West includes 1.8 miles of trail construction from 117th Street to its connection with MRRT East (just west of Doyle Path along Pine Bend Trail); and

WHEREAS, MRRT East includes 2.0 miles of trail construction from its connection with MRRT West to Spring Lake Park Reserve; and

WHEREAS, CP 97-96 MRRT East (P00109) is in the approved 2016 Parks Capital Improvement Program (CIP) budget with design and right of way acquisition in 2016 and construction in 2017; and

WHEREAS, on August 25, 2015 (Resolution No. 15-429), the Dakota County Board of Commissioners approved the MRRT East layout which included two underpasses within Union Pacific Railroad (UP) property; and

WHEREAS, on November 17, 2015 (Resolution No. 15-609), the Dakota County Board of Commissioners authorized execution of a contract with LHB, Inc. for \$508,915 for engineering and design services for CP 97-96 MRRT East (P00109); and

WHEREAS, on August 23, 2016 (Resolution No. 16-432), the Dakota County Board of Commissioners authorized execution of a contract amendment with LHB, Inc. for \$112,934 for engineering and design services for CP 97-96 MRRT East (P00109) for a total contract amount of \$621,849; and

WHEREAS, based on negotiations with UP on CP 97-96 MRRT West, staff explored alternate alignments for CP 97-96 MRRT East; and

WHEREAS, staff recommends that the feasibility of alternate alignment along Trunk Highway (TH) 55 be evaluated; and

WHEREAS, the scope of the original project has changed and requires a contract amendment to direct LHB, Inc. to review the design of the proposed alignment; and

WHEREAS, \$280,000 of the amended contract has been spent and the remaining \$341,849 can be used on the redesign of the alignment; and

WHEREAS, staff recommends authorizing an amendment to the scope of the contract with LHB, Inc. for the redesign of the MRRT East alignment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to amend the scope of the contract with LHB, Inc. for additional engineering services for County Project 97-96 Mississippi River Regional Trail East (P00109) for the redesign of the alignment within the amended not to exceed contract (\$621,849), subject to approval by the County Attorney's Office as to form.

#### **Division Director Update**

Steve Mielke, Physical Development Director, gave a brief update to the Committee.

#### **Adjournment**

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On a motion by Commissioner Mike Slavik, seconded by Commissioner Nancy Schouweiler, the meeting was adjourned at 12:46 p.m.

Respectfully submitted,  
Jessica Johnson  
Administrative Coordinator  
Physical Development Division





**DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE**

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**Plat Commission Update**

Meeting Date: 1/10/2017

Item Type: Consent-Information

Division: Physical Development

Department: Survey

Contact: Tollefson, Todd

Contact Phone: (952) 891-7070

Prepared by: Tollefson, Todd

Fiscal/FTE Impact:

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

Board Goal: Good for Business

**PURPOSE/ACTION REQUESTED**

Inform the Physical Development Committee of the Whole of issues facing the Plat Commission.

**SUMMARY**

To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance. The Ordinance requires new subdivisions adjoining County highways to comply with the County's access spacing and right of way guidelines in order that future highway corridors are preserved and future highways can be built to handle the increasing traffic from local development safely and efficiently.

The meeting notes from the November 28, 2016 and December 12, 2016 Plat Commission meetings are attached.

**RECOMMENDATION**

None.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

**Supporting Documents:**

Attachment A: Minutes

Attachment B: Maps

**Previous Board Action(s):****RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



County Manager

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

## DAKOTA COUNTY PLAT COMMISSION MEETING SUMMARY

November 28, 2016

The Plat Commission meeting began at 1:00 p.m. in Conference Room 334. Members present included: Todd Tollefson, Brian Sorenson, Scott Peters, Kurt Chatfield, and Kristi Sebastian. Others included: Butch McConnell

- |                           |                                |
|---------------------------|--------------------------------|
| <b>1) Plat Name:</b>      | <b>BULLER ADDITION (MAP D)</b> |
| <b>PID:</b>               | <b>01-02400-010-12</b>         |
| City:                     | Apple Valley                   |
| County Road:              | CSAH 33                        |
| Current ADT:              | 8,100                          |
| Projected ADT:            | 10,000                         |
| Current Type:             | 2-lane                         |
| Proposed Type:            | 3-lane                         |
| R/W Guideline:            | 60ft ½ R/W                     |
| Spacing Guideline:        | ¼ Mile Full, 1/8 Mile Partial  |
| Proposed Use:             | Residential                    |
| Status:                   | Concept                        |
| Location:                 | NE ¼, Sec 24-115-20            |
| In attendance (2/20/07):  | Kathy Bodmer (city)            |
| In attendance (8/11/14):  | Kathy Bodmer (city)            |
| In attendance (3/9/15):   | None                           |
| In attendance (11/28/16): | Brandon Anderson (city)        |

### REVIEW 02/20/07

The right-of-way needs along CSAH 33 are 60 feet of half right-of-way and the plat is dedicating an additional 10 feet. The Plat Commission is requiring the plat to dedicate a 15-foot sliver of land on the south end of the plat. The sliver of land to be dedicated is the southeasterly extension of the bearing on the plat as North 45 degrees 57 minutes 19 seconds and distance 140.00 feet. This line should be extended on the same bearing to intersect the new right-of-way line.

The Plat Commission is requiring the proposed access to be a temporary access and restricted access symbols should be shown along all of CSAH 33. The temporary access should be in place until the adjoining parcel to south and west develops in the future and needs a driveway off CSAH 33. This future driveway should then serve this parcel, which would be a shared driveway off CSAH 33, most likely being located across from the city street (Evermoor Parkway). A temporary access permit will be required through Butch McConnell at the County Transportation Department. The existing driveway crossing the north end of the property serves the adjoining parcel and is a possible encroachment. Unless there is an existing ingress/egress easement or recorded agreement, a private ingress/egress easement should be recorded with or before the recording of the plat to clear up title.

### REVIEW 8/11/14

The concept plan includes four residential lots with two access locations to CSAH 33. The access spacing guidelines are ¼ mile (1320 feet) for a full access. There is approximately 300 feet between the two proposed driveways. The Plat Commission would allow only one access to CSAH 33 to serve the four parcels. As discussed, there are challenges in determining the best location for this access. The best access location along CSAH 33 would be on the southern portion of the property across from Evermoor Parkway; however, there are challenges with the existing bypass lane and the need for right turn lanes. If the southern location would not work, the next option would be to locate the one access on the northern portion of the property, approximately 70-90 feet south of the north line of the most northern parcel, as shown on the sketch plan. This location would be just out of the conflict area of the existing bypass lane and would require removal of existing trees in the right of way area to meet proper sight line distances. The right-of-way needs for CSAH 33 for a 3-lane/4-lane undivided roadway is 60 feet of half right of way. Additional right of way needs to be dedicated to meet the 60-foot needs. The additional dedication for CSAH 33 should be determined by offsetting 120 feet from the recorded plat of EVERMOOR APPLE APPELY.

### REVIEW 3/9/15

The revised plat shows one lot from the existing 3.3 acre unplatted parcel. The right-of-way needs for CSAH 33 for a 3-lane/4-lane undivided roadway is 60 feet of half right of way. The plat commission requires an additional 10 feet of right of way to be dedicated to meet the right-of-way needs. The additional dedication for CSAH 33 should be determined by offsetting 120 feet from the recorded plat of EVERMOOR APPLE APPELY. The proposed plat does not include the entire ownership. The plat should include the existing ownership to the centerline of CSAH 33. Restricted access should be shown along all of CSAH 33 except the existing access opening.

### RECOMMENDATION 3/9/15

The preliminary plat was approved with the above conditions.

REVIEW 11/28/2016:

The plan was revised to include seven residential lots. The right-of-way needs for CSAH 33 for a 3-lane/4-lane undivided roadway is 60 feet of half right of way. The additional dedication for CSAH 33 should be determined by offsetting 120 feet from the recorded plat of EVERMOOR APPLE APPELEY, which appears to be shown on the concept plan.

The access spacing guidelines are ¼ mile (1320 feet) for a full access. As discussed, there are challenges in determining the best location for access to this property. Also, the city would not allow only one private driveway access to serve the seven proposed lots. The Plat Commission would allow a variance to the access spacing guidelines for two accesses. The concept plan shows two proposed driveways and one existing driveway access to CSAH 33. The Plat Commission noted that the existing driveway to Lot 1 should be removed and options to connect to the northerly access to Lots 2 and 3 or connect to the existing driveway to the north, which would require a driveway access easement with the northerly neighbor. Also noted, the southerly proposed driveway should be relocated northerly to be out of the conflict area of the existing bypass lane and the northerly proposed driveway should be moved northerly to be equally spaced between Dory Avenue and the relocated southerly proposed access. The new locations may also require removal of existing trees in the new right of way area to meet proper sight line distances.

- 2) **Plat Name:** **HY-VEE GLACIER (Map E)**  
**PID:** **22-01000-250-24**  
**City:** Lakeville  
**County Road:** CSAH 23; CSAH 9  
**Current ADT:** 19,000  
**Projected ADT:** 35,000  
**Current Type:** 4-lane divided  
**Proposed Type:** 6-lane  
**R/W Guideline:** 100 ft ½ R/W  
**Spacing Guideline:** ½ mi. full, ¼ mi. partial;  
**Proposed Use:** Commercial  
**Status:** Concept  
**Location:** NW ¼, SW ¼ 10-114-20  
**In attendance (11/28/16):** Matt Decur (city); Kris Jensen (city); Dave Olson (city); Dan Parks (Westwood); Randy Downs (Hy-vee); Rob Wadle (Hy-vee)

REVIEW 11/28/16

The concept plan includes a potential convenience store on the northern portion of the property and other potential commercial development along the property between CSAH 23, CSAH 9, and Glacier Way. The right-of-way needs along CSAH 23 are 100 feet of half right of way for a future six-lane roadway with ½-mile full access spacing. The right-of-way needs along CSAH 9 are 75 feet half right of way for a four-lane divided roadway with ¼-mile full access spacing.

According to the Cedar Avenue Corridor Study, future access along CSAH 23 includes a full access and traffic signal at Glacier Way and a restricted or ¾-access location at CSAH 9. As discussed, CSAH 9 is planned for a turnback to the City in the future after 179<sup>th</sup> Street West extends westerly of CSAH 23 and connects to CSAH 9 (Dodd Blvd). CSAH 9 access includes a full access at Glacier Way and a right turns only access at Glasgow Avenue. As discussed, there is not enough spacing to accommodate a left turn movement into the proposed property at Glasgow Avenue, and would require closure to the median on CSAH 9. In the future when the CSAH 23/CSAH 9 intersection becomes a ¾-access and the City takes over CSAH 9, the Glasgow Avenue access location would again be evaluated as a full access intersection.

December 12, 2016

The Plat Commission meeting began at 1:00 p.m. in Conference Room 334. Members present included: Todd Tollefson, Brian Sorenson, Scott Peters, Kurt Chatfield, and Kristi Sebastian. Others included: Butch McConnell

- 1) **Plat Name:** **COBBLESTONE LAKE COMMERCIAL 7<sup>TH</sup> ADDITION (MAP A)**  
**PID:** **01-18072-010-20**  
**City:** Apple Valley  
**County Road:** CSAH 31  
**Current ADT:** 24,000  
**Projected ADT:** 35,000  
**Current Type:** 4-lane, divided  
**Proposed Type:** 6-lane, divided  
**R/W Guideline:** 100ft ½ R/W  
**Spacing Guideline:** ¼ Mile Full, 1/8 Mile Partial  
**Proposed Use:** Commercial  
**Status:** Preliminary

Location: SW ¼, Sec 36-115-20  
In attendance (12/12/16): Tom Lovelace (city)

REVIEW (12/12/16)

The preliminary plat is a replat of Lot 2, Block 1, COBBLESTONE LAKE COMMERCIAL 5<sup>TH</sup> ADDITION. The proposed plat creates two commercial lots. Restricted access is shown along all of CSAH 31. The right-of-way needs have been met along CSAH 31.

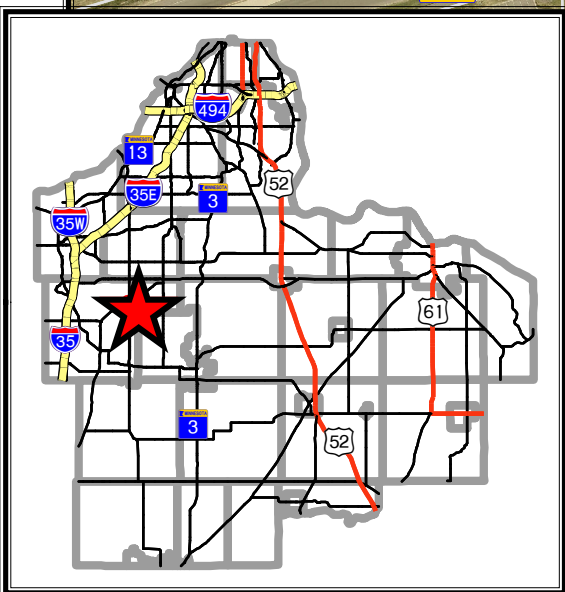
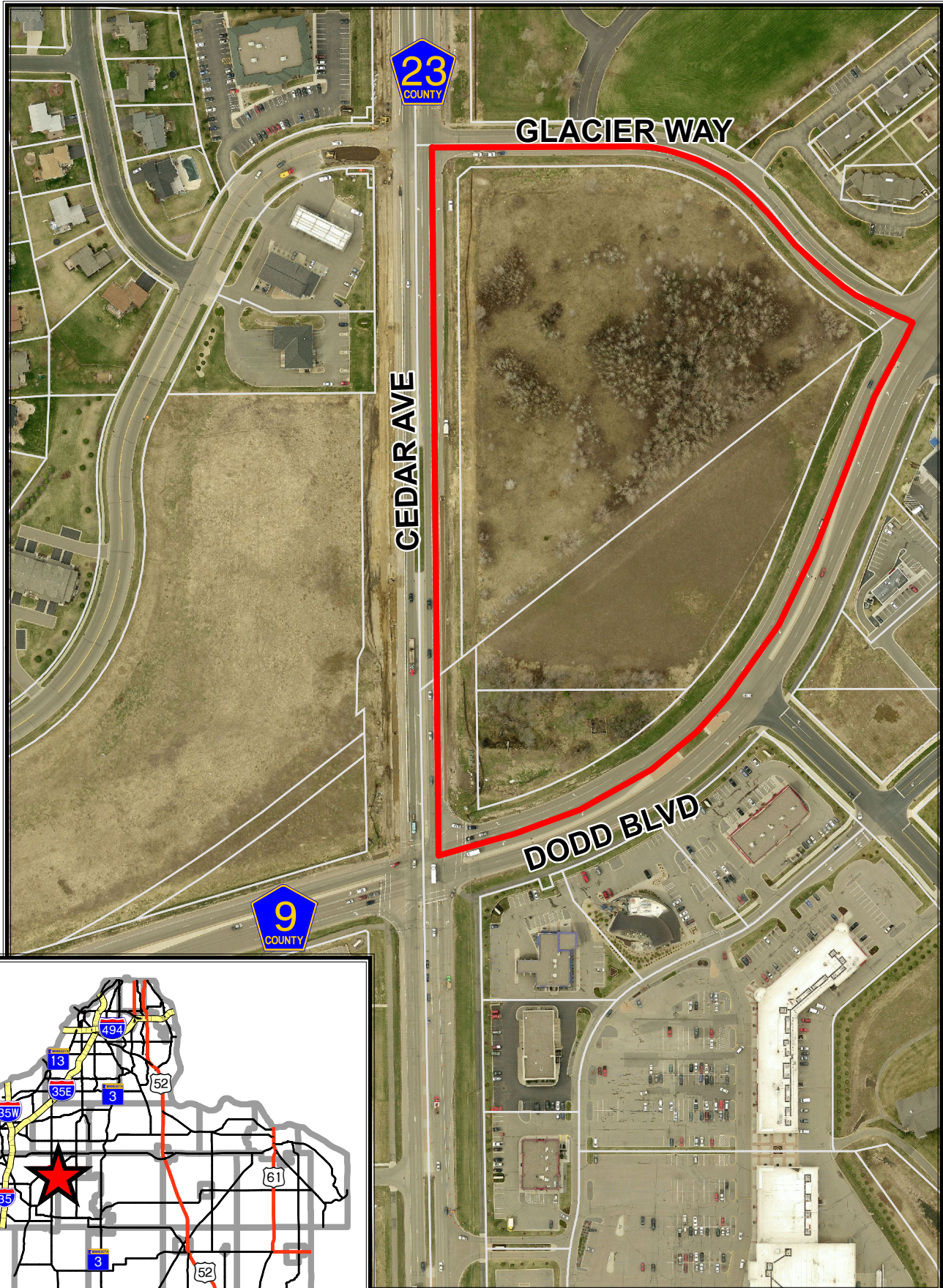
RECOMMENDATION (12/12/16)

The preliminary and final plats were approved.



Map E

Prepared by Dakota County Physical Development Division

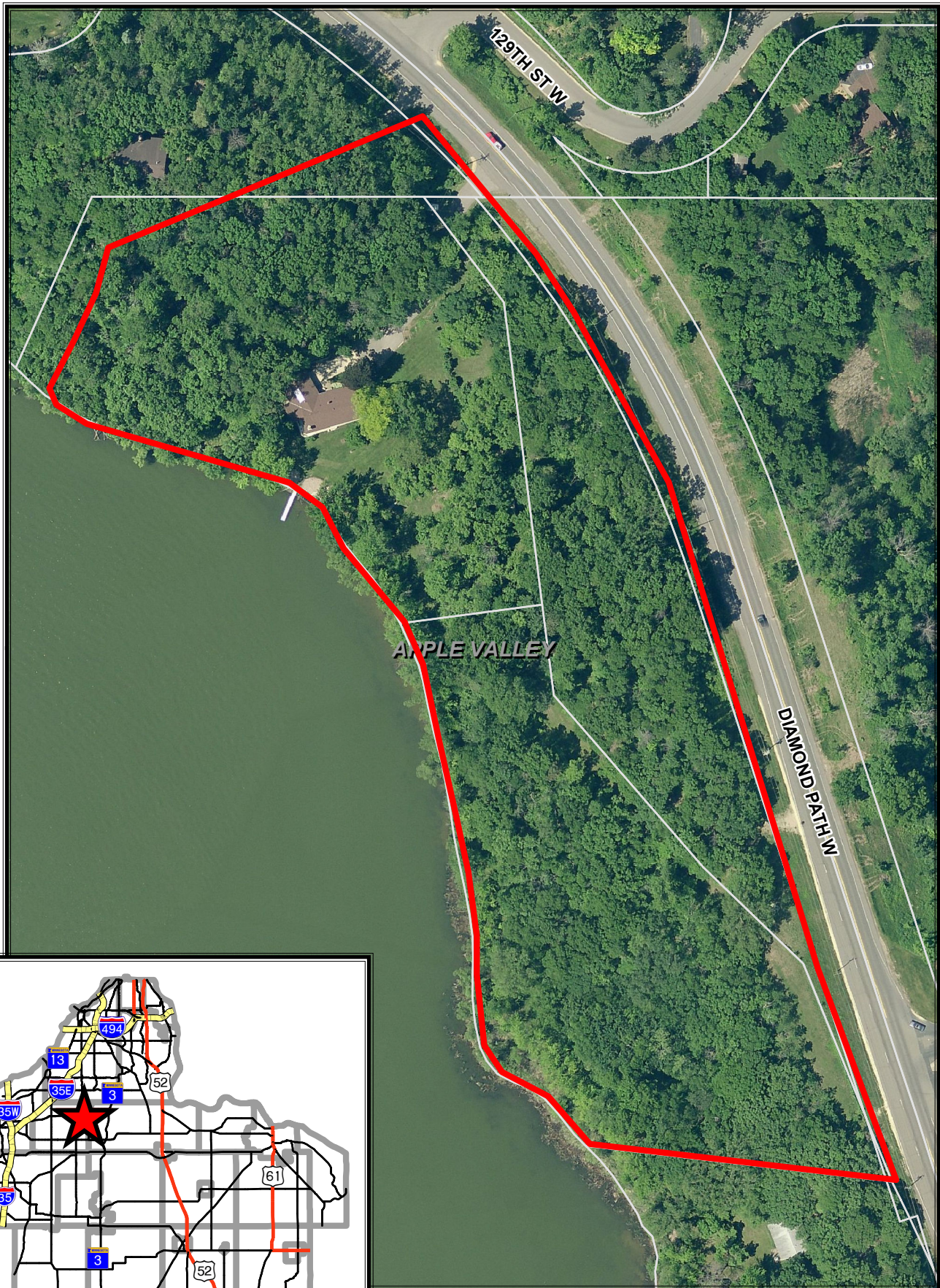


Hy-Vee Glacier

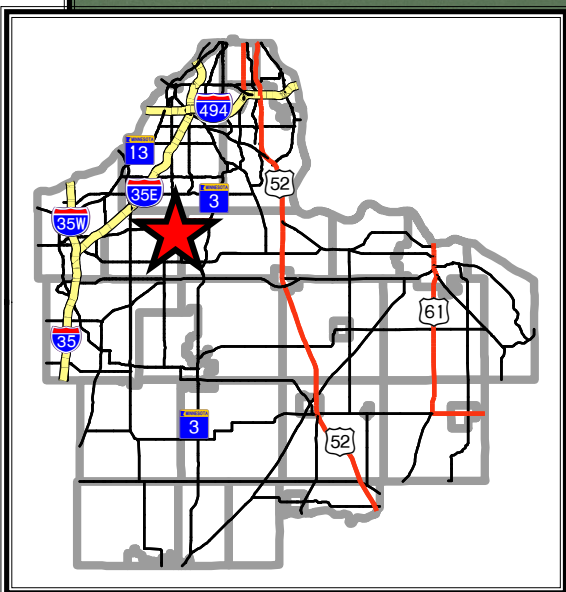


Map D

Prepared by Dakota County Physical Development Division



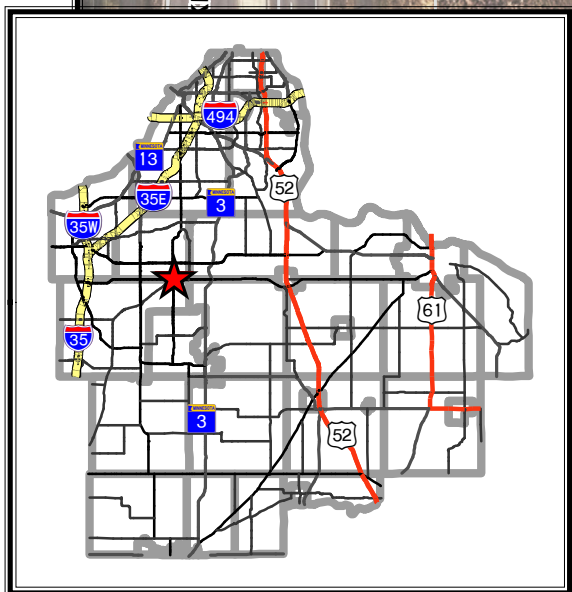
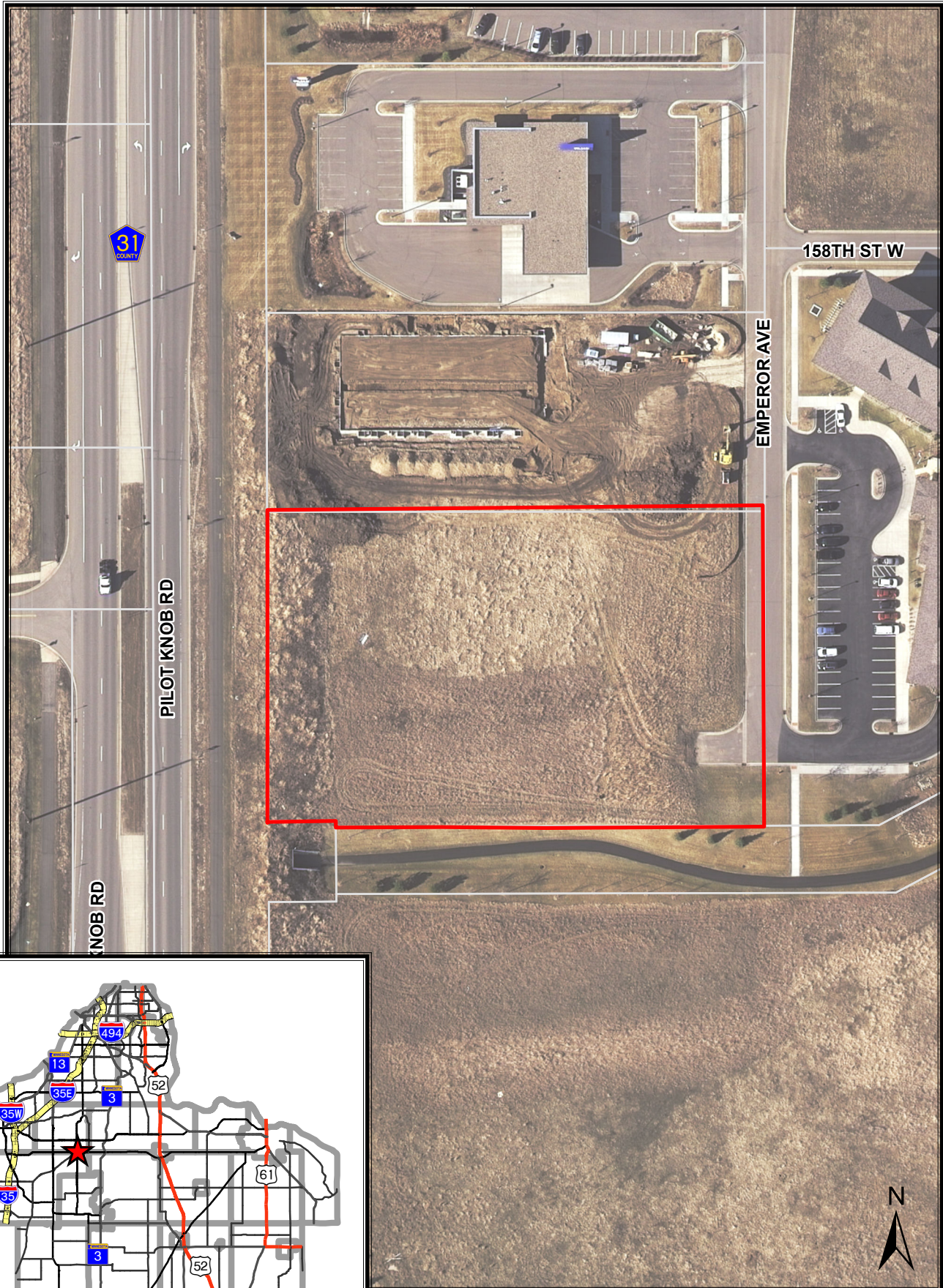
**Buller Addition**





Map A

Prepared by Dakota County Physical Development Division



**Cobblestone Lake Commercial  
7th Addition**



**DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE**

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**Planning Commission Update**

Meeting Date: 1/10/2017  
 Item Type: Consent-Information  
 Division: Physical Development  
 Department: Physical Development Administration  
 Contact: Chatfield, Kurt  
 Contact Phone: (952) 891-7022  
 Prepared by: Chatfield, Kurt

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: County Gov't That Leads the Way

**PURPOSE/ACTION REQUESTED**

Inform the Physical Development Committee of the Whole of issues addressed by the Planning Commission.

**SUMMARY**

The Dakota County Planning Commission met on December 15, 2016. The Planning Commission addressed the following topics:

Solid Waste Master Plan

The Planning Commission reviewed the stakeholder engagement process for the update of the Solid Waste Management Plan. Commissioners reviewed public engagement surveys and topics to discuss with stakeholders in the upcoming planning process. The Planning Commission also received an update on the status of the Minnesota Pollution Control Agencies policy document.

Minnesota River Cultural Interpretive Plan

The Planning Commission received an overview of the scope of the project and the upcoming planning process. Commissioners reviewed historical research about the history of the Dakota people, early European settlement, the working river, natural resource history, historical river crossings, and similar topics that may be incorporated into the interpretive plan.

The minutes from the Planning Commission meeting are included in Attachment A.

**RECOMMENDATION**

None.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

**Supporting Documents:**  
Attachment A: Draft Minutes

**Previous Board Action(s):**

**RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



County Manager

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

**Dakota County Planning Commission  
Advisory Committee Meeting Minutes**

**Date: December 15, 2016**

**Time: 7:00 p.m. to 9:00 p.m.**

Members Present		Staff Present		Others Present
Vacant	<input type="checkbox"/>	Amy Hunting	<input checked="" type="checkbox"/>	Jim Guttman (Lakeville)
Mike Greco	<input checked="" type="checkbox"/>	Ramraj Singh	<input checked="" type="checkbox"/>	
Lori Hanson	<input checked="" type="checkbox"/>	Nate Reitz	<input checked="" type="checkbox"/>	
Vacant	<input type="checkbox"/>	Vacant	<input type="checkbox"/>	
Greg Oxley	<input checked="" type="checkbox"/>	Luke Hellier	<input type="checkbox"/>	
Jill Smith	<input checked="" type="checkbox"/>	Tony Nelson	<input type="checkbox"/>	
William Graham	<input checked="" type="checkbox"/>			
		Cindy Tonsager	<input checked="" type="checkbox"/>	
		Caroline McFadden	<input checked="" type="checkbox"/>	
		Lori Frekot	<input checked="" type="checkbox"/>	
		Kurt Chatfield	<input checked="" type="checkbox"/>	
		Lil Leatham	<input checked="" type="checkbox"/>	
		Jessica Johnson	<input type="checkbox"/>	
		Steve Sullivan	<input type="checkbox"/>	
		Mary Jackson	<input type="checkbox"/>	
		Georg Fischer	<input checked="" type="checkbox"/>	

**Meeting Called to Order**

**Time: 7:03 p.m.**

**By: Chair Smith**

**Approval of agenda**

Motion by: Commissioner Oxley

Second: Commissioner Greco

Vote: Unanimously approved

**Approval of minutes (from October 27, 2016 meeting)**

Motion by: Commissioner Reitz

Second: Commissioner Oxley

Vote: Unanimously approved

**Approval of minutes (from November 3, 2016 meeting)**

Motion by: Commissioner Singh

Second: Commissioner Oxley

Vote: Unanimously approved with Commissioner Reitz abstaining.

**Approval of minutes (from November 17, 2016 meeting)**

Motion by: Commissioner Singh

Second: Commissioner Hanson

Vote: Unanimously approved with Commissioner Greco abstaining.

**Audience items not on the agenda**

Comments/Notes: Jim Guttman was in attendance.

**Item # 1: Minnesota River Cultural Interpretive Plan - Kickoff**

Action / Information

Comments/Notes:

Staff shared a presentation on the Minnesota River Cultural Interpretive Plan. Lil Leatham discussed the project schedule, presented an overview of the goals of the project and covered the guidelines for interpretive planning. Lil Leatham introduced the consulting firm 10x10 and they provided an overview of the research completed to date.

Questions and comments by Commissioners included:

- Excitement was shared over the Planning Commission being involved.
- How do you gather the historical information? *10x10 described the process of gathering information from historical societies and engagement with native American groups and project stakeholders.*
- What is the goal of the project? *The goal is to install engaging interactions that tell the history of the area.*
- Was the Minnesota River Greenway planned west of Interstate 35? *Yes, it was included in the greenway master plan however the implementation in this area will be long-range to coincide with Burnsville's Minnesota River Quadrant development plans.*
- Are you contacting cities to participate? *Yes we have been in contact with the cities and city staff are on the Technical Advisory Group for the project.*
- There is a lot of rich information. Is there a plan to write a book or a comprehensive brochure? *The research from this study will be placed in a summary report and eventually available at the interpretive nodes along the trail. There is a potential for an app to house this type of interactive information and potentially to provide the information on the historical society's web site.*
- Displays in atriums would be a great way to share this information. It would be a shame to gather this information and not share it with residents.
- Will the history of Mendota would be included? *Yes, it will.*
- What is the source of funding for this study? *Funding is from the Minnesota Historical Society, originating from the State of Minnesota's Legacy amendment.*

**Item # 2: Solid Waste Master Plan – Stakeholder Engagement Action /****Information****Comments/Notes:**

Staff provided an update on the Solid Waste Master Plan. Caroline McFadden presented a summary of responses from residential and business stakeholder surveys. The results from the survey were discussed. Business recycling practices, current programs and what is currently being recycled by business were covered. In addition, Caroline provided an update on stakeholder engagement.

Questions and comments by Commissioners included:

- What is the access to single sort/one bin containers? *All Dakota County haulers have single sort which makes it easier for residents to recycle.*
- In Burnsville, if you miss a week it becomes too long between pickups. Who is responsible to initiate changing to weekly pickup? *There are many ways to accomplish this with Ordinances. The ordinances could be enacted at the city or county level. This is something that could be addressed in the County's Solid Waste Master Plan update.*
- It was stressed that education is vital to the success of the new plan and the County and cities need to work closely to accomplish goals.
- Composting was discussed as well as how it is measured in the waste reduction targets. A point was made to encourage backyard composting to eliminate the need for another truck picking up curbside collection which would reduce emissions. Concerns were raised about some of the challenges with backyard composting in multiunit and townhomes where many people live close together and it is difficult to provide separation from compost.
- There was a concern raised that small businesses may not be able to comply with requirements to recycle. There was discussion about customizing local ordinances to recognize the challenges that small businesses face and building flexibility into future requirements.
- There was discussion about residential households meeting organics targets set by the MPCA and whether the MPCA gathered sufficient public input before setting the targets. *Staff responded that Dakota County will be required to follow the MPCA plan but will have some latitude about how to accomplish the MPCA's requirements.*

**Upcoming Public Meetings – Community Outreach**

River to River Greenway – Robert Street Crossing feasibility study Open House	Open House: Wednesday, Dec. 14 <sup>th</sup> Wentworth Library, West St. Paul
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**Adjourn: 9:04 p.m.**

Motion by: Commissioner Graham

Second: Commissioner Greco

Vote: Unanimously approved.

**Next Regular Meeting: Thursday, January 26, 2017 at 7:00 p.m. Western Service Center Conference room 106.**

## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Approval Of Planning Commission's 2017 Work Plan**

Meeting Date: 1/10/2017  
 Item Type: Consent-Action  
 Division: Physical Development  
 Department: Physical Development Administration  
 Contact: Chatfield, Kurt  
 Contact Phone: (952) 891-7022  
 Prepared by: Chatfield, Kurt

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: County Gov't That Leads the Way

**PURPOSE/ACTION REQUESTED**

Approval of Planning Commission's 2017 Work Plan.

**SUMMARY**

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

The Dakota County Board of Commissioners has identified priorities for 2017 that require the preparation of plans and policies for natural resources, parks, greenways, and transportation.

Proposed: 2017 Planning Commission Work Plan

- Parks Visitor Services Strategic Operations Plan
- County-wide Natural Resources Management Plan
- Rich Valley Greenway Master Plan – final draft
- Central Greenway Trail Connections Study
- Vermillion River Greenway Master Plan (Hastings)
- Lake Byllesby Regional Park Master Plan Update and Natural Resource Management Plan
- Minnesota River Cultural Interpretive Plan
- Lebanon Hills Regional Park Natural Resource Management Plan
- Lebanon Hills Regional Park Lake Study
- Dakota County Solid Waste Master Plan
- Dakota County Comprehensive Plan – Update Process
- County Ped/Bike Plan
- County Road 42 Ped/Bike Corridor Study
- Red Line Station Area Planning

A more detailed work plan is attached (Attachment A).

**RECOMMENDATION**

Staff recommends approving the Planning Commission's 2017 Work Plan.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Staff resources are available in the current 2017 budget to support these initiatives.

**Supporting Documents:**

Attachment A: Planning Commission 2017 Work Plan

**Previous Board Action(s):****RESOLUTION**

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

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

WHEREAS, the Board of Commissioners identified its priorities for 2017, including the preparation of plans for natural resources, parks, greenways, and transportation; and

WHEREAS, the Planning Commission Work Plan is consistent with the County Board of Commissioners priorities for 2017; and

WHEREAS, the Physical Development Committee of the Whole reviewed the Planning Commission Work Plan at the meeting on January 10, 2017.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners approves the Planning Commission's Work Plan for 2017 as presented to the Physical Development Committee of the Whole on January 10, 2017.

**County Manager's Comments:**

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request




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 County Manager
**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management



## 2017 Planning Commission Work Plan

Board Goal	Committee's Goal for 2017	Project/Activity	Outcome Measure	Timeline
Clean and Green Place	Parks Visitor Services Strategic Operations Plan	Prepare Plan for Parks programs and services (e.g. equipment rental, public/private partnerships) and recommend adoption	Review draft plan and make recommendation to PDC	Q1-Q2
	County-wide Natural Resources Management System Plan	Prepare draft plan for parks, greenways, and natural areas with County conservation easements	Review draft plan and make recommendation to PDC	Q1-Q2
	Rich Valley Greenway Master Plan	Prepare draft plan for greenway	Review plan and make recommendations to PDC	Q1-Q2
	Central Greenway trail connections study	Identify and evaluate trail connections between greenways in central Dakota County	Review alignments and make recommendations to PDC	Q1-Q2
	Vermillion River Greenway Master Plan (Hastings)	Prepare draft plan for greenway	Review plan and make recommendations to PDC	Q3-Q4
	Lake Byllesby Regional Park Master Plan	Update park master plan, explore partnership opportunities with Goodhue County	Review updates and make recommendations to PDC	Q1-Q2
	Minnesota River Cultural interpretive Plan	Identify historical and cultural resources along the Minnesota River	Review draft plan and make recommendations to PDC	Q1-Q2
	Lebanon Hills Regional Park Natural Resources Management Plan	Prepare inventory and plan to restore and manage natural resources in Lebanon Hills Regional Park	Review draft plan and make recommendations to PDC	Q3-Q4
	Lebanon Hills Lake Study	Study lake water quality and develop strategies to manage and improve water quality in Lebanon Hills Regional Park	Review draft plan and make recommendations to PDC	Q3-Q4
	Solid Waste Master Plan	Update Dakota County Solid Waste Master Plan consistent with MPCA requirements	Review draft plan and make recommendations to PDC	Q1-Q4
Thriving People	County Comprehensive Plan Visioning Process	Review and participate in visioning and preparation of draft plan chapters	Review and comment to PDC	Q1-Q4
	County Ped/Bike Plan	Identify pedestrian and bicycle policies, strategies, and priorities for Dakota County	Review for incorporation into County Comprehensive Plan	Q1-Q3
	County Road 42 Ped/Bike Corridor study	Evaluate and plan for ped/bike facilities and crossings in the cities of Burnsville, Apple Valley, and Rosemount along CSAH 42	Review and comment to PDC	Q2-Q4
	Red Line Station Area Plans	Evaluate higher intensity land use around stations and improve pedestrian and bicycle trail system	Review and comment to PDC	Q1-Q4
Good for Business	Principal Arterial Study	Evaluate and identify new principal arterials county-wide	Review and comment to PDC	Q3-Q4



## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Update On Minnesota River Greenway Interpretive Plan**


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Meeting Date: 1/10/2017  
 Item Type: Consent-Information  
 Division: Physical Development  
 Department: Physical Development Administration  
 Contact: Chatfield, Kurt  
 Contact Phone: (952) 891-7022  
 Listen  
 Prepared by: Leatham, Lil

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Great Place to Live  
 Public Engagement Level: Level 1 - Inform and

**PURPOSE/ACTION REQUESTED**

Provide update on the Minnesota River Greenway Cultural Resources Interpretive Plan.

**SUMMARY**Background

By Resolution No. 15-365 (July 28, 2015), the Dakota County Board of Commissioners authorized the Physical Development Director to submit a Minnesota Historical and Cultural Heritage Grant for the Minnesota River Cultural Interpretive Plan covering the 17-mile Minnesota River Greenway from Lilydale to Burnsville. On December 14, 2015, the Minnesota Historical and Cultural Heritage Grants program notified Physical Development staff that Dakota County had been awarded an \$80,000 grant with a \$25,000 County match (\$105,000 project budget) for the plan. The plan will build on cultural resource recommendations the 2012 Minnesota River Greenway Master Plan. By Resolution No. 16-332 (June 21, 2016), the Dakota County Board of Commissioners authorized execution of a consultant contract with Ten x Ten. The plan will be a long-term vision and guide to sharing the history of the greenway with visitors.

Minnesota River Cultural Resources Interpretive Plan Process Overview

1. Phase 1: Listening & Gathering (ongoing) – Engage in conversations with Dakota tribes to learn about their relationship to the Minnesota River Valley.
2. Phase 2: Research (September – November 2016) – Research and identify stories of Dakota County's Minnesota River Valley.
3. Phase 3: Interpretive Theme Development (November 2016 – January 2017) – Turn research stories into interpretive themes.
4. Phase 4: Interpretive Design Concepts (January – March 2017) – Prepare illustrations of interactive interpretive installations at specific locations along the corridor.
5. Phase 5: Interpretive Plan & Approvals (March-June 2017) – Develop the plan document for review and adoption by the County Board.

A Technical Advisory Committee consisting of representatives from the Cities of Lilydale, Burnsville, Mendota, Mendota Heights and Eagan; the Minnesota Historical Society, Dakota County Historical Society, the Burnsville Historical Society, and the Eagan Historical Society; Minnesota Department of Natural Resources; US Fish and Wildlife Agency; Lower Minnesota River Watershed; Friends of the Minnesota Valley; and the Shakopee Mdewakanton Sioux Community is providing guidance throughout the process.

Research and Interpretive Theme Development Phases

Attachment A contains a summary of initial research and draft interpretive themes. Themes include: Dakota homeland, trails through time, bridging and crossing, working river, ecosystems of the river, geological time, and communities past and present.

Next Steps

The next steps are to match themes and stories to interpretive locations and then move into development of concepts for site specific, interactive interpretive installations. A community open house will be held in March of 2017 to obtain input on the draft design concepts. The concepts, along with a summary of community input will be presented for County Board consideration in March or April of 2017.

**RECOMMENDATION**

None.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

**Supporting Documents:**  
Attachment A: Draft Themes

**Previous Board Action(s):**  
15-365; 7/28/15  
16-332; 6/21/16

**RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



County Manager

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

# “THE LAND REMEMBERS” : 7 THEMES

## **THEME #1 DAKOTA HOMELAND**

*For thousands of years, the Minnesota River Valley has been home to the Dakota. Today it's an important spiritual center, a place of healing and homecoming.*

## **THEME #2 TRAILS THROUGH TIME**

*Today's hikers and bicyclists on the Minnesota River Greenway are moving along the same route that people walked thousands of years before.*

## **THEME #3 BRIDGING+ CROSSING**

*Rivers are natural boundaries, until bridged or crossed. There's a technology story here, but also an opportunity for historical reflection about the changes that result from simply getting out over the water and across the river.*

## **THEME #4 WORKING RIVER**

*This waterway shaped trading and commerce for thousands of years. It moved people and resources. Today's railroads and highways reveal a pattern of movement that still follows the river.*

## **THEME #5 ECOSYSTEMS OF THE RIVER**

*The back and forth tension between natural systems and human intervention is easily observed in today's landscape. Natural changes such as floods and droughts have influenced what we see today.*

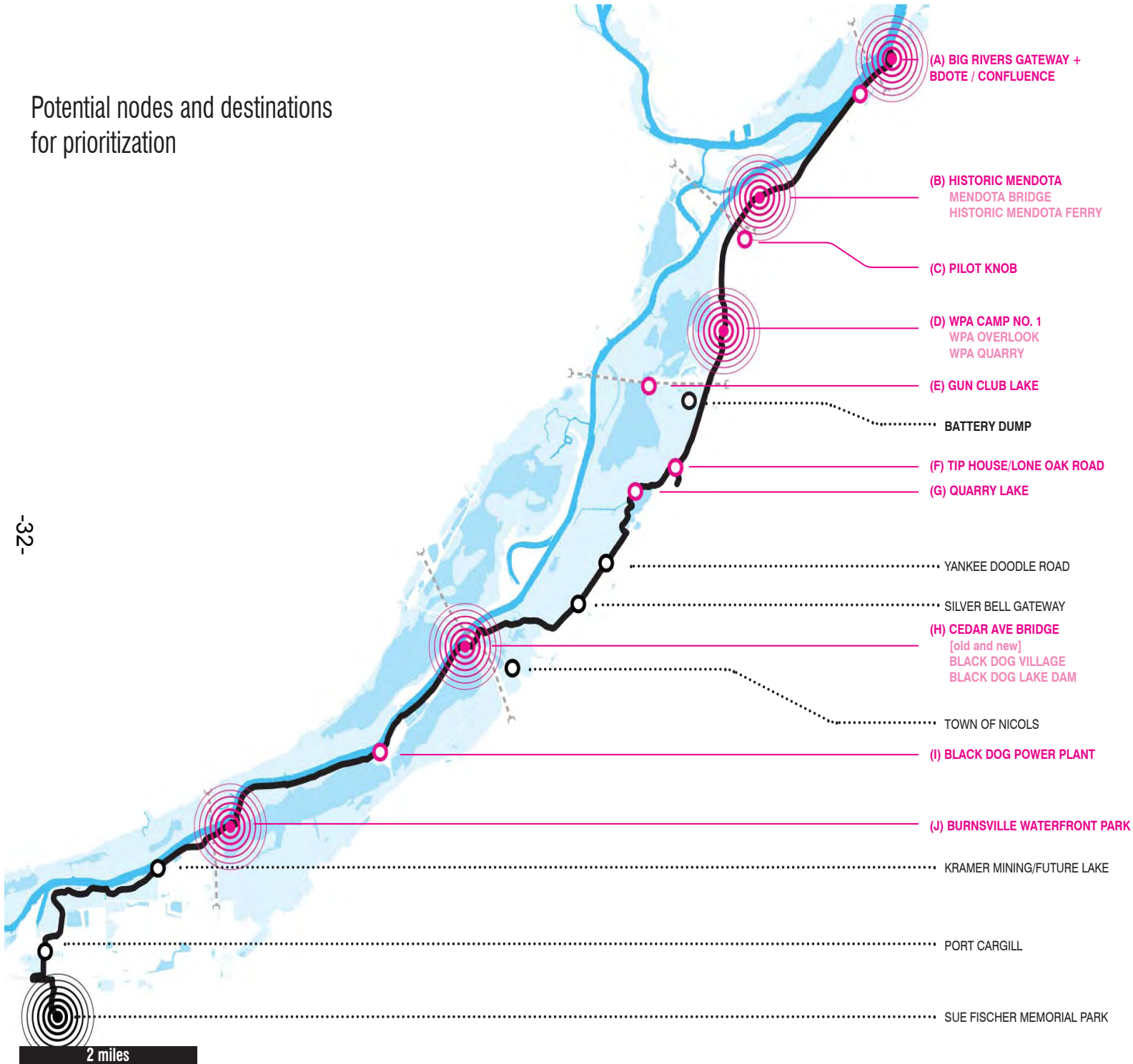
## **THEME #6 GEOLOGICAL TIME**

*Visible evidence of the events that shaped this valley is still visible in today's landscape. Deep time is at the surface, within view.*

## **THEME #7 COMMUNITIES PAST AND PRESENT**

*Only a few traces remain from the many villages, farms, and camps that once occupied this stretch of the river. Today they've been replaced with wide highways, industrial parks, and suburban developments.*

## Potential nodes and destinations for prioritization



Dakota Homeland  
Trails Through Time  
Ecosystems of the River  
Geologic Time  
Communities Past and Present

Dakota Homeland  
Trails Through Time  
Bridging and Crossing  
Working River  
Communities Past and Present

Dakota Homeland  
Trails Through Time

Working River  
Geological Time  
Communities Past and Present

Ecosystems of the River  
Bridging and Crossing

Ecosystems of the River

Ecosystems of the River

Working River  
Ecosystems of the River  
Geological Time

Trails Through Time

Trails Through Time  
Bridging and Crossing  
Working River  
Communities Past and Present  
Dakota Homeland  
Ecosystems of the River  
Trails Through Time  
Ecosystems of the River  
Communities Past and Present  
Working River  
Ecosystems of the River  
Communities Past and Present

Communities Past and Present  
Ecosystems of the River

Working River  
Ecosystems of the River  
Geological Time

Working  
River

Communities Past and Present  
Ecosystems of the River



## Theme 1. Dakota Homeland

For thousands of years, the Minnesota River Valley has been home to the Dakota. Today it's an important spiritual center, a place of healing and homecoming.

Starting in the late 1600s, the Dakota were visited by European expeditions seeking to lay claim to the region through trade, by establishing relationships, and by mapping what was for them a new territory. These early records describe the Dakota as a nation living over a wide region, encompassing most of present-day Minnesota and part of Wisconsin, Iowa, and the Dakotas. At first came the French, followed by the British, and finally the Americans.

The place-based narratives, as told to French explorers in the early 1700s, revealed extensive knowledge of the Upper Mississippi Valley that extended far back in time. Dakota narratives passed on through generations reinforce the relationship between this place, the people, and the ancestors buried throughout this region. Today, historians, archaeologists, and Dakota scholars are re-examining historical accounts and material evidence through the lens of Dakota tradition. For some, a new picture is emerging of this Dakota homeland. Many Dakota have known it all along.



*Map of the Territory of Minnesota, detail, 1849. Minnesota Historical Society*



*Fort Snelling in 1848, Head of Navigation, Seth Eastman. Minnesota Historical Society*

## Bdote

Bdote, also called Mdote, is where the Minnesota and Mississippi Rivers join. Dakota people think of Bdote not so much as a point on a map, but as a geographical area around the confluence, sometimes including *Mni Sni* (Coldwater Spring), *Oheyawahi* (Pilot Knob), and *Taku Wakan Tipi* (Carver's Cave in Bruce Vento Nature Sanctuary), and others. Dakota villages near Bdote, included *Hohaanskae* (Black Dog Village) and *Kap'ozza* (Kaposia) on the Mississippi River near downtown St. Paul.





*Mendota from Fort Snelling*, Seth Eastman, 1848. Minnesota Historical Society

## The Treaties of Traverse des Sioux and Mendota

The 1850s and 1860s were a time of sudden and horrific change for the Dakota. Broken agreements from the treaties of 1851 led to the Dakota-U.S. War of 1862. The aftermath of that war resulted in the Dakota's exile from their homeland. While the Minnesota River Greenway doesn't bring visitors to historic sites specifically, almost all of what's taken place in the Lower Minnesota Valley in the past 180 years is connected to the 1851 treaties.

Dakota people represent four Council Fires, or "bands." The Treaty of Traverse des Sioux was between the United States and the Sisseton and Wapehton Dakota living on the upper river. The Treaty of Mendota, with the Mdewakanton and Wahpekute Dakota of the lower river, was conducted beneath an arbor on *Oheyawahi* (Pilot Knob). Altogether, the Dakota ceded more than 24 million acres in what is now southern Minnesota.

After the treaties were ratified in 1853 almost all Dakota were removed to a reservation on the Upper Minnesota River. Here they were expected to adopt white ways of living, while receiving modest payments from the U.S. government. In the summer of 1862,

after years of struggle and starvation, a delayed payment from the federal government, drove some of the Dakota into a war with the U.S. The Dakota were defeated after less than two months of fighting. About 2,000 Dakota were gathered in a camp near Montevideo, where the men were separated from the women and children. The men were tried quickly (many of the trials taking no more than 5 minutes) and 303 were condemned to die. The 1,700 women, children, and elderly were force-marched 150 miles to a concentration camp at Fort Snelling. By the following spring, several hundred Dakota had died in the camp. Those who survived were transported by steamboat to the Upper Missouri River. Thirty eight Dakota men were hanged in Mankato on December 26, 1862 and two more were hanged at Fort Snelling in 1865.

**In the years between 1850 and 1860, the non-Indian population of Minnesota increased from about 6,000 to more than 170,000. Many of these people were immigrant farmers who settled on Dakota lands in the Minnesota River Valley.**

## Theme 2. Trails through Time

Almost all of Minnesota's early roads and railroads followed patterns of movement established thousands of years before, across the land and along the water. Today's hikers and bicyclists on the Minnesota River Greenway are moving along the same route that people probably walked thousands of years before.

Bdote, the center of the Dakota universe, has been a gathering place for generations. There's always great energy where two rivers join. It's where paths cross, people meet each other, and stories are exchanged. This geological and human confluence isn't just the result of historical patterns of livelihood and settlement—it's the nature of the place.

Visitors to the Minnesota River Greenway will have opportunities to experience their own sense of confluence, meeting up with places that have an engaging energy and a story to tell. It's a place where a trail can lead to different perspectives on the river valley—not just by setting up great views, but by offering new ways to see into the past.



Fort Snelling State Park



Mendota Road between Mendota and St. Paul, 1880s. This road had once been a trail and would later become Highway 13. In the 1920s and 1930s, farmers from Burnsville and Eagan were known to drive the frozen river into St. Paul.

## Minnesota Valley Trails

From Bdote, the area around the confluence of the Minnesota and Mississippi Rivers, a network of trails once spread out in all directions, often along waterways that provided the earliest means of travel. What we now call the Minnesota Valley Trails started as a series of connected trails that loosely followed the Minnesota River, eventually linking up with other trails heading north up the Red River and west to places such as *Iyanska K'api* (Pipestone) and the headwaters of the Des Moines River. It was a well-traveled route for trade, hunting, and cultural exchange—no doubt for centuries—for the Dakota living around Bdote. The paths that comprised this early transportation network changed according to the seasons, flood and fire conditions, and the changing location of villages and later trading posts. Today, those paths have become permanent park trails, rail lines, and even highways.



Red River oxcart drivers, 1850s. Minnesota Historical Society

## Red River Oxcart Trails

The business of trade between St. Paul and the early settlements and fur posts of the Red River Valley turned well-established Indian trails into the major highways of their day. From the 1830s through the 1850s, drivers with single-axle carts typically pulled by an ox followed various routes from northern outposts into St. Paul, then the head of navigation on the Mississippi River. One of the most heavily traveled routes in and out of St. Paul was through Mendota along what is now the Sibley Memorial Highway.

While much of the cargo related to the fur trade, the oxcarts also handled household items needed by people living far from a city. Dakota and Ojibwe hunters and trappers, traders, and settlers were all connected to a global system of trade and transport that brought manufactured goods from Europe into the Upper Mississippi Valley and delivered furs back to Europe through the Great Lakes or down the Mississippi River. Along the Minnesota River, oxcart trains sometimes worked in combination with flatboats that could carry large volumes of cargo when water levels allowed. Oxcart traffic through Mendota and St. Paul peaked in the 1840s and 1850s, eventually supplanted by steamboats and railroads.





Mendota Depot, about 1900. Minnesota Historical Society

## Minnesota Valley Railroad

One of the earliest railroads in the state was built along the southern banks of the Minnesota River. In the “wildcat” legislature at the end of Minnesota’s territorial period, politicians granted themselves the rights to build various railroads. In the years between the Treaty of Mendota (1851) and statehood (1858) several land grants were issued by the federal government that supported building rail lines from St. Paul to points south and west along the Minnesota River. By 1853, after almost all Dakota people had been forced from their land to a reservation farther up the Minnesota, farmers quickly moved in and began producing crops that needed a market. A financial panic in 1857 stalled construction of the first railroads. Work didn’t resume until shortly after the Civil War. In 1865 the Minnesota Valley Railroad (originally owned by Henry Sibley, Henry Rice, and other prominent territorial leaders) completed 22 miles of track that ran from Mendota to a point near Shakopee, paralleling the path of the Minnesota Valley Trails. A link to St. Paul was made a year later and within three years the line reached Mankato. Farmers along the river valley, who had relied on steamboats to haul their wheat crop to St. Paul, were now the primary customers for this early line. Today’s Union Pacific rail line

closely follows the route of the original Minnesota Valley Railroad, running the entire length—and often in view—of the proposed Minnesota River Greenway.

A second rail line, built by the Minnesota Central Railway Company in 1864, ran south from Minneapolis, curved around Fort Snelling on what is now a State Park trail then crossed the Minnesota River at its confluence with the Mississippi. A branch line connected the line to St. Paul and from there it ran south to Faribault. The low river crossing was made via a swing bridge built to accommodate river traffic. This bridge was removed in 1957.



Minnesota Central line under Mendota Bridge, 1920s. Minnesota Historical Society

## Theme 3. Bridging and Crossing

Rivers are natural boundaries, until bridged or crossed. There's a technology story here, but also an opportunity for historical reflection about the changes that result from simply getting out over the water and crossing the river.

Technological innovations have changed how we live with and think about rivers. Today we're more likely to think of a river as something to get across rather than a means to get some place and back again. Long before there were bridges and ferries, a river's current was what carried people across to the other side. Nonetheless, bridges are enthralling and we see rivers differently because of them. They have also become landmarks and community icons, especially the distinctive ones that have been around long enough to gather memories and stories.

Along the 17 miles of the proposed Minnesota River Greenway, bridges are an imposing and often disturbing presence. But for people on the trail they can also provide an evocative contrast to bridges from the past. The history of Minnesota River crossings takes us from two lanes to six, from just above the water to high above the valley, and most notably from haltingly slow to very fast. Imagine driving across the river one day on the old Lyndale Avenue lift bridge then, the very next day, flying over the new I35 freeway crossing at 60 mph.



Cedar Avenue Swing Bridge, about 1979. Dakota County Historical Society





Mendota Ferry, about 1920. Minnesota Historical Society

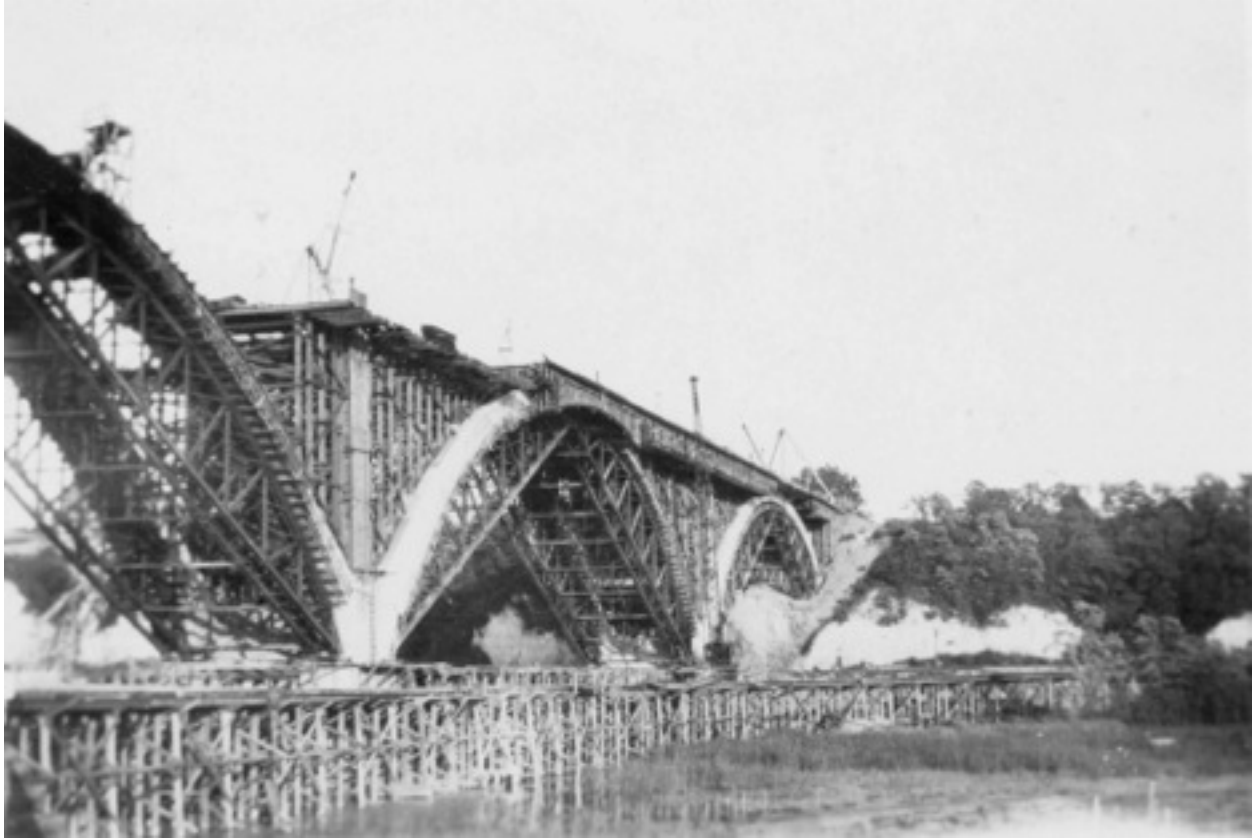
## Mendota Ferry

Several ferries carried people, horses and wagons, and even cars across the lower Minnesota River. One of the longest running was the Mendota Ferry, which operated almost continuously from the late 1830s until 1927. It was located just above the confluence and connected Fort Snelling to Mendota and many of the well-traveled south- and west-bound roads and trails. The ferry, a flat-bottomed boat open on both ends, was guided across the river by a rope and in later years a steel cable. By the 1920s, the ferry

was powered by a motor and was large enough to carry automobiles. Bridges eventually put the ferries out of business. Not long after the opening of the Mendota Bridge in 1926, the Mendota Ferry made its last crossing.



Mendota Ferry with swing bridge of the Minnesota Central Railroad, about 1900. Minnesota Historical Society



Mendota Bridge under construction, about 1925. Minnesota Historical Society

## Mendota Bridge

When it opened in November 1926, this was the longest concrete-arch bridge in the world, spanning more than 4,000 feet. Unlike most other bridges on the Minnesota, this one spanned the entire valley from bluff to bluff. Today its 13 arches soar 100 feet above the water. As a lasting landmark on the river, the Mendota Bridge has also spanned decades of change beneath its arches. Most visible are the changes in the urban landscape, including the removal of the Milwaukee Road rail line in 1957, the establishment of Fort Snelling State Park in 1961, and the reconstruction of Historic Fort Snelling in the 1970s. Even the river itself was substantially changed when a new channel was cut in the 1960s. The Minnesota now flows beneath an arch where trees once grew.



Minnesota Central Railroad under the Mendota Bridge, 1940s. Minnesota Historical Society



Racing cars on the Minnesota River with the Cedar Avenue swing bridge in the background, about 1935.  
Dakota County Historical Society

## Cedar Avenue Bridges

Today's Cedar Avenue Bridge traverses the entire Minnesota River Valley with one continuous structure. But for 90 years travelers made their way across the valley on two bridges—one to get over the river then another to cross Long Meadow Lake. The best known of these was the swing bridge, which crossed the main channel of the river. It opened in 1890 and was only 18 feet wide curb-to-curb, one lane each way. To accommodate occasional river traffic, the bridge pivoted on a center pier. At one time there were many bridges of this type on the Minnesota. By 1962, however, it was considered a novelty—the last human-powered swing bridge in Minnesota. In later years the mechanism was automated, but still in 1960s barges and other river traffic were asked to give 24 hours notice for opening. Perhaps what's most remarkable is that this bridge—designed for horse-drawn wagons—remained in service until 1980, sometimes carrying more than 8,000 vehicles a day.

The swing bridge was finally put out of service with the opening in 1980 of the twin-span bridge we know today. Within a week of the ribbon-cutting ceremony, demolition of the venerable old landmark was already underway.

The story of the *other* old Cedar Avenue bridge is better known today as it was recently renovated and reopened as part of the new Black Dog Trail over Long Meadow Lake. From the 1890s until 1920, a trip across the river from Eagan to Bloomington started over

the Cedar Avenue swing bridge then continued on a modest wooden trestle that traversed a wide marshland over to the opposite bank. In 1920 the original trestle bridge was replaced by a series of five camelback steel trusses set on piers of reinforced concrete. Even after the new twin-span bridge opened in 1980, this part of old Cedar Avenue remained in use until 1993, when it was closed to motor vehicles. Eventually, the structure was deemed unsafe and was closed altogether in 2002. Since then, plans evolved to preserve the structure, including its listing in 2013 on the National Register of Historic Places. After significant refurbishments, what is now better known as the Old Cedar Avenue Bridge, reopened for trail use on October 14, 2016.

*The remarkable feature of the ancient span is the comparative ease with which it swings out after more than seventy years of operation. It takes just six strong backs to wind the structure out over the river. . . . When the crew prepares to open the bridge, the first requirement is to post signs at the nearest turnoffs on both sides to advise vehicular traffic of the delay. Then the gates are swung across the roadway at each bank. To compensate for a lack of proper balance, the maintenance truck is parked at a particular point on the roadway.*

*Dakota County Tribune, August 8, 1962.*



Cedar Avenue Bridge over Long Meadow Lake (lower right) during 1965 Flood. Dakota County Historical Society



*USS Agawam* passing through the Lyndale Avenue lift bridge on the Minnesota River, 1943. During World War II, the Cargill Company built ocean-going freighters from a port in Savage, MN.

## Lyndale Avenue Bridge

Travel time from the farming community of Burnsville into Minneapolis was shortened considerably in 1921 with the opening of the Lyndale Avenue bridge. Like most other roadways crossing the Minnesota at the time, the Lyndale approach was low—down in the valley rather than up on the bluff. Keeping the bridge deck close to the water no doubt saved on construction costs, but it also meant that the bridge had to open for river traffic. This was accomplished with a bascule-type lifting mechanism that opened the bridge at the middle of the channel. The two-lane Lyndale Avenue bridge was replaced in 1960 by the 35W bridge, which had been built alongside the old roadway. Just as soon as traffic was diverted to the new bridge, demolition began on the old lift bridge.

## Theme 4. Working River

This waterway has shaped trading and commerce for hundreds, if not thousands of years, moving both people and resources. Today's railroad lines and highways reveal a pattern of transportation and commerce that still follows the river.

Many people see this stretch of the river as a wildlife refuge, a recreational destination, and a cultural attraction. So how does this view change when they see and hear a towboat and barge while hiking a riverside trail? The contrast between the natural river and the working river has been seen differently, and valued differently, over time.

For Dakota people the river is a relative and its water, like all water, is a gift. This perspective hasn't changed in millennia. For the past 180 years, however, the dominant view has been that this river has a job to do. It's a resource to be utilized. Over the years, work has been hard on the Minnesota. But even as commercial river traffic has increased, the river is demonstrating resiliency. Seeing and hearing the stories of this changing river can help people make sense of the natural and working river they see today.



Black Dog Power Plant, 1950s. Dakota County Historical Society



Little Crow's Village on the Mississippi, Seth Eastman, 1846 - 1848

## Indian Trade and Mendota

Connected by *Ha-ha Wakpa* (Mississippi River) and its many tributaries, the Dakota traded widely with other indigenous tribes long before they traded animal skins with Europeans. Bdote, the place name for the larger region around the confluence of rivers, included several villages and many sacred sites. This is where the Dakota met visitors from other tribes, often to trade. European traders, and later Americans, no doubt understood the importance of this place, making it a regular destination in their travels into the Upper Mississippi River Valley. The name Mendota comes from Bdote, or Mdote—likely how French traders first misheard and then transcribed it.

It was here that in 1820 the U.S. Army began construction on Fort Snelling, primarily for the protection of American interests in the fur trade. At a time when all trade moved on rivers, this position above the confluence provided an optimal vantage point. Troops stationed here were also responsible for keeping the British in Canada, monitoring relations between the area's Indian nations, and preventing new immigrants from settling on Indian lands—as transgressions in any of these areas could greatly disrupt the fur trade. In the 1830s the American Fur Company established a trading post across the river in what is now the City of Mendota. The post was managed by Henry Hastings Sibley (1811 – 1891), who would eventually enter politics and become Minnesota's first governor. Mendota remains at the heart of the Minnesota River Valley story, as a trading center and hub for early commerce and transportation on and near the river.





George Hays on the Minnesota River, about 1900. Minnesota Historical Society

## Steamboat Commerce

Over a short period of time, from about 1850 to 1870, the business of hauling people and freight on the Minnesota River grew into a thriving enterprise and then rapidly declined into a sporadic service largely overtaken by the railroads. The Minnesota was not an easy river to navigate in the 1850s. Better suited to canoes than steamboats, this was a natural waterway—not dammed, dredged or engineered in any way. It was a narrow, shallow channel with hazards around every bend—from shifting currents and sandbars to fallen trees. Despite this, by the mid 1850s, on any given spring or early summer day, steamboats would have been a common sight on the lower river. In 1855 the levee at St. Paul saw more than 100 arrivals from the Minnesota River and by 1862 steamboat traffic from points west hit its peak at 412.

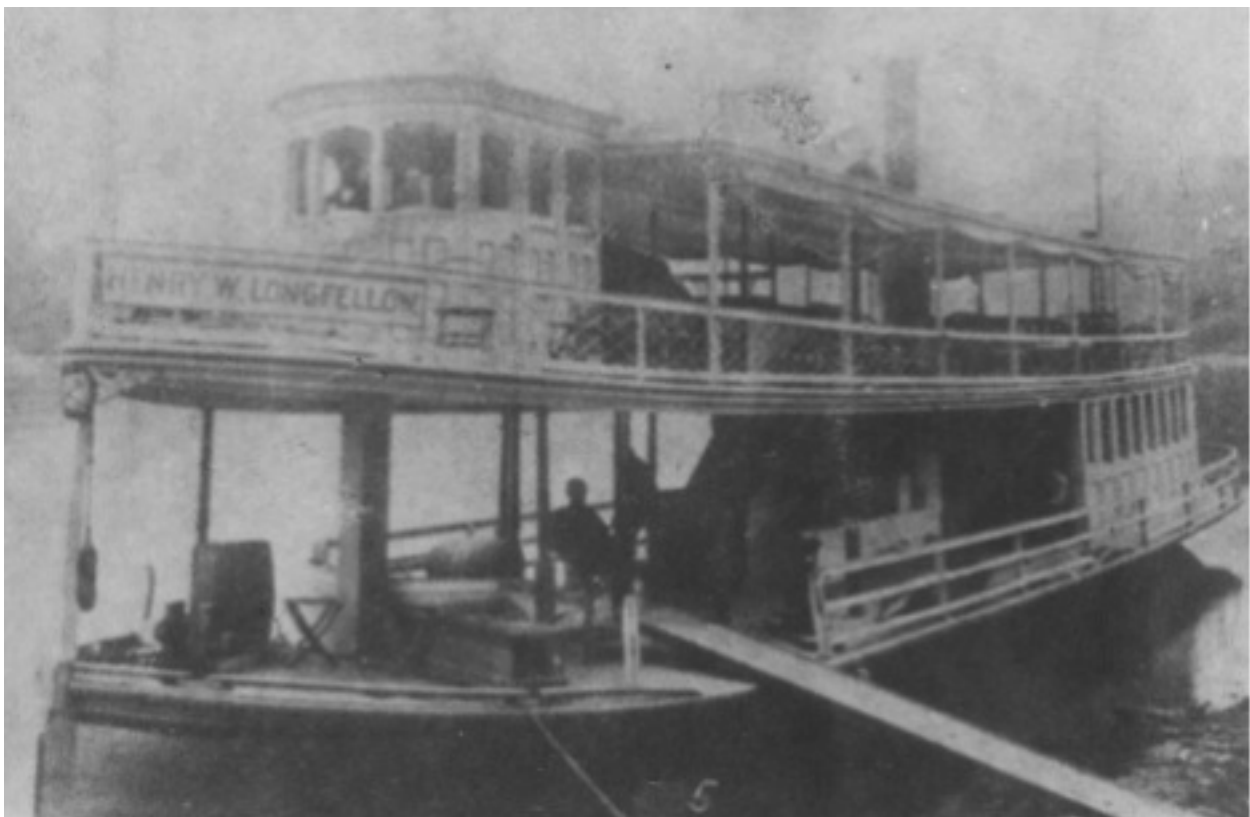
Compared to human-powered craft, such as canoes or flatboats, steamboats greatly increased the speed of travel, turning days into hours. Some of the earliest steamboats were pleasure craft, carrying tourists as well as commercial goods. In 1836, the *Palmyra* brought a group of tourists from Galena, Illinois, up the Mississippi River onto the Minnesota, then called the St. Peter.

*At sunset our party went on board the boat, together with the officers and ladies of the garrison [Fort Snelling]. The boat ascended the St. Petre's [sic] river about three miles. This is probably the first steamboat that ever ascended thus far up this river. It*



*is a beautiful stream, with clean prairie banks, and clear of brushes. Two miles from its mouth we pass a Sioux village. Having once more returned to the landing near the Fort, we bade adieu to the gentlemen and ladies of the garrison and dropped down to the American Fur Company's establishment [Mendota].*

The steamboats that plied the Minnesota were considerably smaller than those on the Mississippi and drew only about 14 inches of water, making them just nimble enough to navigate this challenging river. Today there is little evidence of the steamboat era on the Minnesota. Few settlements built docks since it was more typical for the boats to simply run aground and drop down a gangplank for loading and unloading. Photos and first-person accounts, however, paint a compelling picture of this time.



Henry W. Longfellow on the Minnesota River, 1882. Minnesota Historical Society



Launching the *USS Nemasket*, 1943. At Port Cargill ships were built on land then launched sideways into the river.

## Port Cargill in World War II

The Cargill Company, based in Minneapolis, was already a global shipping giant by the start of World War II. Not only was it transporting commodities around the world, it was also building many of the ships that did the work. So it made sense that the U.S. Navy would call on Cargill soon after the U.S. entered the war. In February 1942 the company agreed to build six gasoline tankers from a yet-to-be-constructed facility on the Minnesota River at Savage. The site had many advantages: it was on the water, had easy access to a major rail line, and was close to Cargill headquarters. But it was also more than a thousand miles from the ocean.

Cargill moved fast, contracting with the Army Corps of Engineers to dredge a nine-foot channel from what became Port Cargill to the Mississippi River, a distance of about 13 river miles. The first ship to hit the water was the *USS Agawam* on May 6, 1943. After further outfitting lasting until November, the new tanker began its passage down the Minnesota to New Orleans. By the war's end, Cargill had built 18 oceangoing ships for the Navy and four towboats for the Army. Today, Port Cargill is used as a shipping terminal, primarily for agricultural commodities.



This early dam was an attempt to increase the river's depth for navigation. It was swept away by spring floods. Minnesota Historical Society

## Barges on the Minnesota

Following the 1870's decline in steamboat traffic on the Minnesota, business at ports from Savage upriver to Carver continued, but on a much smaller scale. An area of shallow rapids just upriver from Carver effectively established a line beyond which commercial navigation was not practical. Over the years, that line was pushed downriver. In the 1890s a four-foot channel was established from the confluence to Shakopee. And today, a nine-foot navigation channel extends only from the Mississippi up to the terminals at Savage, a distance of 14.7 river miles. Agricultural commodities continue to be the primary cargo leaving the Minnesota River.

The 1960s brought the greatest visible change to the working river. A rise in grain shipments from the terminals at Savage and the 1956 opening of the Black Dog Power plant led to an increase in river traffic. In 1958 the River and Harbor Act authorized historic changes to the Minnesota River, primarily to improve commercial navigation. Not only was a permanent nine-foot-deep, 100-foot-wide channel established, the river

was widened in places and straightened. The most notable of these changes happened at the confluence, where the Army Corp of Engineers cut a new channel through a tight meander, leaving behind what is now Picnic Island. These navigational improvements were completed by 1968.



Confluence of the Minnesota and Mississippi Rivers. Left 1940, right 1970, after changes to the main channel.  
Minnesota Historical Society and University of Minnesota

## Theme 5. Ecosystems of the River Valley

The back and forth tension between natural systems and human intervention is easily observed in today's landscape. Natural changes such as floods and droughts have influenced what we see today. But another overarching narrative helps complete the picture—that of an indigenous landscape once exploited for its resources that becomes a wildlife refuge and public parkland.

In the early 1800s the area around the confluence featured many different landscapes. On the high ground above the rivers there was a mix of upland prairie and small groves of burr oaks interspersed with brush prairie. In places there were probably thickets of shrubby dogwood, sumac, and edible fruits and nuts, including hazel, plum, chokecherry, raspberry, and Juneberry. Fires, occurring naturally or set by the Dakota, helped maintain this mix.

In the river valley were well-developed floodplain forests, dominated by cottonwood, silver maple, elm, green ash, and black willow. Extensive areas of wet prairie and marshlands surrounded shallow lakes and ponds that attracted migrating waterfowl. These ecosystems, well adapted to floods and periods of drought, appear today much like they did before European settlement, with a somewhat different mix of species.

Perhaps the biggest change to the Minnesota River has been in the quality of its water. Today, the river flows through more than 300 miles of agricultural lands before reaching the confluence. These farmlands, along with cities and towns along the way, all contribute pollutants. But their development also changed the hydrology of the river. Where once there had been vast marshlands to absorb and slow stormwater runoff, now there are fields with drain tiles and urban areas with parking lots and storm drains that carry runoff to the river with remarkable speed. This means that water levels rise and fall faster than they did even a century ago, scrubbing sediments from the banks and increasing the turbidity of the water. Many of the floodplain lakes near the confluence are groundwater fed, so remain clearer than the river.



### **Working River to Parkland**

Even in the 1960s, the Lower Minnesota River Valley looked more industrial than natural. Interest in the settlement history of the area was awakened in the years leading up to the state's centennial in 1958. Centennial enthusiasts pointed to Fort Snelling and the confluence of rivers and as the beginnings of Minnesota. While archaeological digs and reconstruction projects were recreating a fort on the bluff, the state's Department of Natural Resources (DNR) looked below the bluff and, in 1961, established Fort Snelling State Park. Growing interest in the critical habitats of the river valley led to the establishment of the Minnesota Valley National Wildlife Refuge (U.S. Fish and Wildlife Service) in 1976. Today the DNR and the Refuge manage much of the public land along the Minnesota River Trail. Their missions are accomplished in partnership with many other agencies and organizations including Dakota County Parks and the Mississippi National River and Recreation Area, a unit of the National Park Service.

As a public park and wildlife refuge, the Lower Minnesota River Valley is gaining prominence among the region's nature-based destinations. Fort Snelling State Park is visited by almost a million people annually and the Refuge continues to acquire land for conservation and public access. The confluence has always been a place where people wanted to be.





Fort Snelling, 1860s. Minnesota Historical Society

### **Wood that Fueled the River Valley**

Photographs from the 1850s and 1860s reveal a very different landscape from what we see today. Most noticeable, there were far fewer trees. Until the 1850s the uplands on either side of the river valley were mostly prairie and brush lands with only small groves of oaks. Frequent fires kept trees from spreading into the prairies. The river valley, which was a natural floodplain forest, was also largely bare of trees. These had been harvested, most likely for firewood.

During the mid-1800s wood was the primary fuel source. Not just for heating homes and cooking, but for powering steamboats and early locomotives. In the 1830s and 1840s Fort Snelling consumed 2,000 cords of firewood annually. (A cord is four feet high, four feet

deep, and eight feet long.) By that time, soldiers were traveling as far as the Rum and St. Croix River valleys to harvest firewood. Oak trees were typically reserved for making charcoal needed by the fort's blacksmiths. Steamboats on the Minnesota couldn't carry enough firewood for even short trips up and back on the river, so they relied on farmers along the way to provide "wooding stations," stacks of four-foot logs left along the banks—for a price. The great appetite for firewood in the mid 1800s meant that miles of woodlands fell to the ax.

## **Black Dog Lake**

What appears to be an enduring floodplain lake today has changed and been changed dramatically over the past century. Until the late 1940s Black Dog Lake was completely separated from the river, except during times of flooding. With the severe drought of the 1930s, this spring-fed lake dried up almost entirely, leaving behind verdant grasslands. Aerial photographs reveal clear evidence of farming activity in the dry lake bed. No doubt as water returned in the years that followed, a landowner attempted to drain the re-emerging lake by cutting a channel to the river, probably in the late 1940s. But instead of draining the lake, the channel filled it, significantly changing the lake's ecology. With the construction of the Black Dog power plant starting in 1951, the lake was re-engineered to serve as a cooling basin for river water used in the plant. Despite these changes, the lake remains an important habitat for migrating wildlife and resident waterfowl attracted to the open water, kept ice free by warm water from the plant.

South of Black Dog Lake is an area of calcareous fens, which are the result of glacial deposits that allow a constant upwelling of alkaline groundwater. The Black Dog Preserve features wet prairie, wet meadow, mesic prairie, and the remnants of a calcareous fen community. While stormwater runoff from nearby developments has changed the flow and chemistry of the water, some rare fen species have been observed, including valerian and sterile sedge. This area is now part of the Minnesota Valley Wildlife Refuge.





Unnamed #4, also called Nass Creek. Photo by Dan Callahan, Trout Unlimited Minnesota, 2016

## The Lost Trout Streams of Burnsville and Eagan

Few people today know about the many streams and tiny creeks that once flowed from beneath the bluffs down to the Minnesota River. Fed by constantly flowing cold water welling up from the ground, some of these streams once supported healthy populations of trout, especially those near present-day Burnsville and Eagan.

Local residents remember fishing for trout in these streams in the 1920s and 1930s. In the 1950s a Burnsville landowner dammed a couple of streams on his property to create ponds that he stocked with trout. From 1958 until the mid 1960s, the family operated Cedar Hills Trout Farm, where people could rent equipment and reel in brook and rainbow trout.

Currently, most of the streams once known to supported trout are unmapped and difficult to identify because the terrain has been so altered. Some have names—Kennealy, Black Dog, and Harnack—but others are simply numbered: Unnamed #4 and Unnamed #7. While the cold, clear water required by trout still bubbles up out of the ground in countless locations, many streams have been blocked, dammed, or diverted. Some have been converted into stormwater outlets for nearby neighborhoods. The Union Pacific railroad tracks, in place since 1865, have long been an encumbrance along the flowage toward Black Dog Lake and the river. Construction of the Cedar Avenue Bridge in the late 1970s also blocked and ponded many streams, rendering them inhabitable for trout. Today, if any of these streams still maintain a constant flow of clear, cold water, which some do, they probably won't support many trout without further restoration efforts.

## Theme 6. Geological Time

Evidence of the geological events that shaped this valley is still visible in today's landscape. Deep time is at the surface and within view.

Almost all of Minnesota is an erosional landscape, meaning that it's been scrubbed by glaciers and worn by rivers and weather—in places right through bedrock. So rather than sitting atop great depths of sediment, we can stand alongside river-sculpted bluffs that reveal a timeline of life in this place going back more than 500 million years.

When bicyclists and runners on the Minnesota River Greenway stop to look at a structure built from stone quarried in the 1930s, they're seeing back in time more than 400 million years when this was all beneath the sea. And when they witness high-water events on the river and compare them to the great flood of 1965, they're seeing the land recall a miles-wide river that drained a vast inland lake 12,000 years ago.



The historic flood of 1965 reveals the banks of a channel that flowed through here thousands of years ago.  
Dakota Historical Society



Platteville limestone at Mendota Camp #1 quarry, 1930s. Minnesota Historical Society

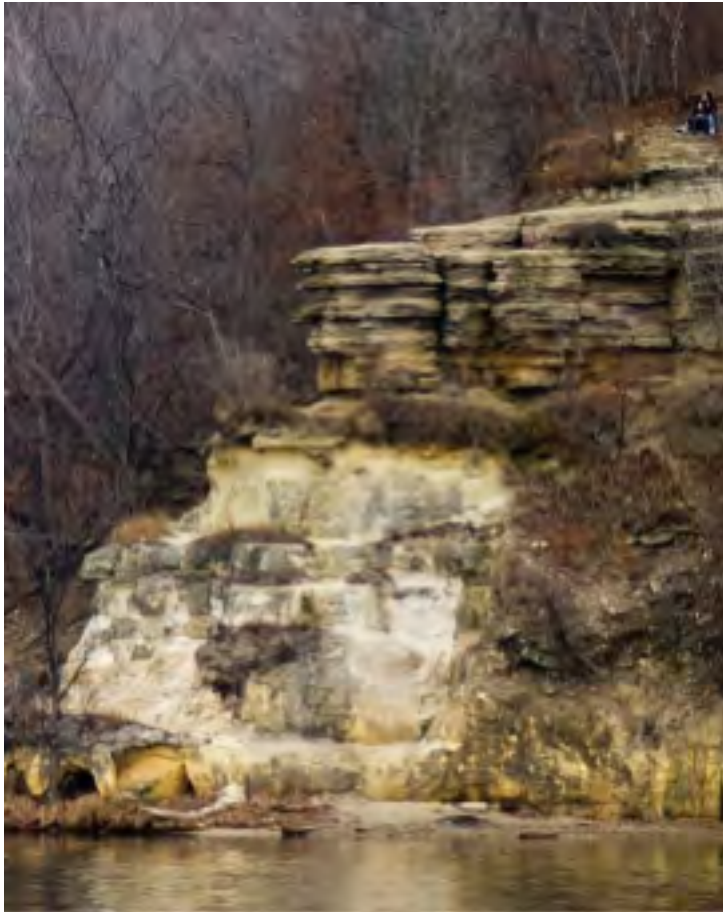
## Quarries Filled with Ocean Life

Starting about 550 million years ago, over what is now Minnesota, changing sea levels began a cycle of advances and retreats that lasted hundreds of millions of years. Depending on the moment in time, this was ocean floor, beachfront, or dry land. This cycle of changing sea levels accounts for the layering of bedrock we see along the banks of the Minnesota and Mississippi Rivers today.

For the Minnesota River Greenway, the most relevant period of bedrock formation occurred about 450 million years ago when the Ordovician sea moved over the land. Perhaps the two most prominent bedrock types in this area are Platteville limestone and the underlying St. Peter sandstone. St. Peter sandstone, a bedrock so crumbly it hardly qualifies as stone at all, was formed from eroded sediments washed and blown into the water and along the shoreline of the Ordovician Sea. Over time, as sea levels rose, this layer of sand was submerged beneath a shallow ocean swimming with diverse and abundant marine life. As animals lived and died, their bones and shells accumulated, layer upon layer, at the bottom on top of the sand. Time and pressure turned these animal remains into a 30-foot thick layer of fossil-bearing limestone called Platteville.

Platteville limestone was a common building material in the Lower Minnesota River Valley, especially from the 1820s into the 1880s. This useful stone, buried for millennia under layers of glacial till, was revealed and made readily accessible by the erosional forces of Glacial River Warren 12,000 years before. When soldiers arrived in 1819 to

build Fort Snelling, they expected to use wood. But the surround oak savannah relinquished little timber. So the buildings we see today were made instead from the most plentiful building material on the site—Platteville limestone.



Exposed Platteville limestone (top) and St. Pater Sandstone (below).  
Science Museum of Minnesota

## **Glaciers, River Warren, and the Minnesota River Valley**

The Great Ice Age, also known as the Pleistocene Epoch, covered a period from 2.6 million to 11,700 years ago. The most recent period of glaciation impacting this region began about 75,000 years ago with a succession of ice lobes that descended and retreated over most of present-day Minnesota. This process of erosion, transport, and deposition of glacial sediment is what shaped the central Great Lakes Region of the U.S. and especially the Upper Mississippi River Valley.

It's been about 13,000 years since the last glaciers receded from this region. A warming climate eventually transformed immense ice sheets into Lake Agassiz, which drained southward through Glacial River Warren forming what is now the Minnesota River Valley. This great torrent, sometimes reaching miles across, excavated a channel that eventually drained south toward the Gulf of Mexico. Occasionally meeting stiff resistance from sturdy landforms, it twisted and turned through the region, cutting a gorge deep enough to leave its tributary, today's Mississippi, hanging. The elevation difference, at present day Fort Snelling State Park, resulted in a waterfall that over the next 12,000 years eroded its way northward to present-day St. Anthony Falls in Minneapolis.

## **Minnesota River Watershed**

The channel that was first excavated by a torrent of glacial melt water was later more finely sculpted by the seasonal hydrological cycle. The river we know today is fed by a network of smaller rivers and streams that drain the uplands of western and southern Minnesota, and small areas of South Dakota and Iowa. The Minnesota is a relatively small, slow moving river that flows through a wide, level valley. This is why it's such a meandering river, slowly and steadily shifting its course over time.



## Theme 7. Communities Past and Present

Only a few traces remain from the many villages, farms, and camps that once occupied this stretch of the river. Today they've been replaced with wide highways, industrial parks, and suburban developments. Stories and images keep alive the memory of these people and the places they lived.

Today it's not easy to live on this stretch Minnesota River, especially since much of it is public park land. Now, when people describe feeling close to the water it's usually about recreation—taking a walk or a boat ride, fishing, or riding a bike. But having the river just out the back door is another story—in fact, many stories.

Visitors to the Minnesota River Greenway could easily pass through places that are rich in historical and cultural significance to many communities, and not know it. But a few pieces of history can help recall stories of the relationships that people have had with these places. A Seth Eastman painting of Dakota men playing *Takapsicapi* (lacrosse) on the frozen river recalls the everyday friendships between villages and other tribes. Drainage ditches that once cut through farm fields are still visible in the wetlands of the national refuge. The fireplace where African-American men gathered after a day's labor in a riverside quarry is still a place to talk about what's happening on the river.



*Ball Play of the Dahcota Indians*, Seth Eastman, 1850. Minnesota Historical Society





*Distant View of Fort Snelling*, Seth Eastman, 1847-48. Minnesota Historical Society

### **Hohaanskae: Black Dog Village**

Along the southern bank of the Minnesota River, for a stretch of about five or six miles between the 494 bridge and 35W bridge, is a sloping terrace of land that sits between the valley floor and the bluffs above. No doubt it's a remnant of the dissipating Glacial River Warren as its slowing currents left behind ledges of sand and rock. It's on this terrace where a village of Dakota people lived and buried their dead.

Hohaanskae was one of two Dakota villages located close to Fort Snelling. The other was Kap'ozza (Kaposia), known as Little Crow's Village, which was located at various sites on the Mississippi in and around what is now downtown St. Paul. Given its proximity to the fort, Black Dog Village appears often in the written and pictorial record of the area.

This was a summer village, sometimes lived in from early spring through late fall, when the band set out on hunting trips, in some years more than a hundred miles away. Like all Dakota villages, this settlement was not a set location, but rather a village of people who, over the years, set up camps within a familiar area. They always remained close to an extensive grouping of burial mounds located on the river bluffs in what is now Eagan and Burnsville.

*Hohaanskae* means the village of the long avenue, likely in reference to the long, straight part of the valley they occupied. They were also called *Maga Yute Sni*, “those who do not eat geese.” Although they lived on a major flyway for migrating geese this desirable game bird was probably more valuable in trade with soldiers and other white people than it was as dinner.

The people of Hohaanskae, along with all other Dakota in the area were displaced from their homeland by the 1851 Treaty of Mendota. In the following years most were taken to the Lower Sioux Agency, on the western end of the Minnesota. Their buried relations, however, remained in graves and burial mounds scattered throughout the area. These cemeteries and burial places, some in place for thousands of years, have been horribly desecrated in the past 160 years. Excavations for roads and bridges, housing and industrial-park developments have unearthed countless graves, and some have been reinterred at Lower Sioux, others not.



Black Dog Village, pictured in 1853, based on a drawing by Adolf Hoeffel.

One of the more careful excavations of a Hohaanskae cemetery was done by a University of Minnesota archaeologist in 1943. The site was in Nicols, a railroad town and farming community that's no longer on the map. The graves were discovered while excavating for molding sand, a highly valued material used in casting steel, which for a while, made Nicols famous.



Mendota Camp #1, 1935-1936. Minnesota Historical Society

### **Mendota Camp #1: African Americans in the WPA**

Mendota Camp #1, located about a mile west of the Mendota Bridge on Highway 13, was built in May 1935, within months of the establishment of the Works Progress Administration (WPA). It had the distinction of being Minnesota's only WPA camp for African Americans, a distinction that lasted less than a year.

The camp, one of six in the area, was comprised of about 12 small wood-frame buildings including six bunk houses, a latrine and wash room, a kitchen and dining hall, an office and storeroom, and a recreation hall. Other buildings included garages and a blacksmith shop, mainly for repairing quarrying tools.

Racial segregation was standard practice within the federal-relief programs and both the WPA and Civilian Conservation Corp (CCC) were segregated. And although African Americans in the 1930s were disproportionately affected by the Depression, only a small percentage of them were given work through federal relief programs. In 1935 Mendota

Camp #1 enrolled 171 African Americans, average age of 40. It was the only WPA camp in the state enrolling African Americans.

The facility was built on the river bluff built next to a limestone quarry, where the men worked extracting and cutting blocks for highway-related projects. The camp was best known for building the nearby Mendota Overlook in 1938. The original group of African-American workers, however, did not take part in this project, as they had been moved to other camps long before. Within a year of the camp's opening, local residents raised objections to the camp and it's Black workers, demanding their removal. In March 1936, 93 men, probably most of the camp's population were transferred to the Paul Bunyan Camp in Becker County in northern Minnesota.



Quarry at Mendota Camp #1, 1935-36. Minnesota Historical Society

The WPA was dismantled in the years after the U.S. entry into World War II. Mendota Camp #1 was closed in 1941 and the buildings taken down shortly thereafter. All that remains of the facility today are the stone chimney from the recreation hall and some stone building foundations.



Pigs on the Peg and John Fink Farm, 1950s. Burnsville Historical Society

### **Farming on Black Dog Lake: Peg and John Fink**

Newlyweds Peg and John Fink moved to Black Dog Lake in 1948. They rented a three-mile-long strip of land that ran from the old Cedar Avenue Bridge upriver to the former Lyndale Avenue Bridge, along what is now Black Dog Trail. The Finks made their home in a cabin that had once been a part of a hunting club. They farmed the 1,300 acres of river bottom land until 1951, raising corn, pigs, and cattle. In 1950 the land was purchased by Northern States Power for the future Black Dog power plant. John left farming to work for NSP. They remained in their home until 1956.



*Barges came up the river to Black Dog and many others went on up the river to savage to the grain elevators. On one occasion, a barge let loose from Black Dog's coal dock and we had to scurry down to Cedar Avenue to stop traffic. The barge, which was still partly loaded, was floating down the river sideways without anyone on board. As we stopped traffic on both sides of the bridge, many people got out of their cars to watch and take pictures. The bridge support piers create an eddy and as that barge got close, it just turned and straightened out in the lane and sailed right through the piers with no damage to anything. Had it hit a pier, it would likely have disabled that bridge for a long period of time.* Peg Fink, 2015



Home of Peg and John Find on the Minnesota River marked with historic flood levels, 1955. Burnsville Historical Society





Nicols train depot, about 1935. Dakota County Historical Society

## Nicols

Just east of where Cedar Avenue crosses the Minnesota, in the river bottoms along the Union Pacific line, there used to be a town called Nicols. At one time it was known as the onion-shipping capitol of America. It was also famous for its molding sand, a natural material used in creating molds for casting steel machinery. And it was called “quaketown” because it sat on a deep, but unsteady foundation of peat soils lifted by upwellings of mineral-rich groundwater. With every passing train, the buildings jiggled and shook as if they were built on jello. The town started with just a train depot, built in 1867, but didn’t really begin to take shape until about 1900. After a couple of prosperous decades farming onions and digging for molding sand, the people of Nicols began to see their fortunes fade. A few found a living on the river, but by the late 1950s onion farming was no longer profitable and the market for molding sand vanished as manufactured products replaced the natural sand. And while the railroad passed by on the same tracks, it no longer stopped at Nicols.



## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Ratification Of Application And Acceptance Of Conservation Partners Legacy Grant For Miesville Ravine Park Reserve**


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Meeting Date: 1/10/2017  
 Item Type: Consent-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004, (651) 438-4416  
 Prepared by: Vikla, Terry

Fiscal/FTE Impact:  
☐ None ☐ Other  
☐ Current budget ☒ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Clean and Green Place  
 Public Engagement Level: N/A

**PURPOSE/ACTION REQUESTED**

- Ratify application for the Conservation Partners Legacy (CPL) Grant;
- Authorize execution of CPL Grant; and
- Amend the 2017 Parks Capital Improvement Program (CIP) Budget.

**SUMMARY**State Funding Source:

The 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails. The CPL Program was established to restore, enhance, or protect forests, wetlands prairies, and habitat for fish, game, and wildlife. The Minnesota Department of Natural Resources manages this program; and, in State fiscal year 2017, funding of \$6,850,000 was dedicated to habitat projects within the seven county metropolitan area.

CPL Grant Submittal:

Staff submitted a CPL grant application for the Miesville Bluff Restoration Phase II project within Miesville Ravine Park Reserve (MRPR) on September 9, 2016, without prior County Board authorization (Attachment A).

Project Description:

The project restores 131 acres of degraded bluffland and former crop fields to native prairie, savanna, woodland, and forest at MRPR. The grant project is consistent with the approved MRPR master plan.

Grant Awarded:

The DNR has awarded the Miesville Bluff Restoration Phase II grant, providing \$400,000 of CPL funds for this project.

**RECOMMENDATION**

Staff recommends that the County Board ratify the application and accept the award of the fiscal year 2017 CPL grant of \$400,000 for the Miesville Bluff Restoration Phase II in MRPR. Staff recommends amending the 2017 Parks Capital Improvement Program budget to include these new grant funds.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The estimated total project cost of the Miesville Bluff Restoration Phase II project is \$526,710 which includes a \$101,610 County match, \$400,000 of CPL grant funding, plus a five percent County match contingency of \$25,100. There is sufficient budget included within the approved 2017 Operations Management – Parks Capital Improvement Program- Natural Resources Base Funding budget line item, for the County match portion. The request for Board consideration is to amend the 2017 Parks CIP Budget to include the grant funding (\$400,000) and to move the required match (\$126,710) to the project budget.

## RESOLUTION

WHEREAS, the 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails; and

WHEREAS, the Conservation Partners Legacy (CPL) Program was established to restore, enhance, or protect forests, wetlands prairies, and habitat for fish, game, and wildlife; and

WHEREAS, the Minnesota Department of Natural Resources manages this program; and, in State fiscal year 2017, funding of \$6,850,000 was dedicated to habitat projects within the seven county metropolitan area; and

WHEREAS, staff submitted a CPL grant application for the Miesville Bluff Restoration Phase II project on September 9, 2016, without prior County Board authorization; and

WHEREAS, the project restores 131 acres of degraded bluffland and former crop fields to native prairie, savanna, woodland, and forest at Miesville Ravine Park Reserve (MRPR); and

WHEREAS, the grant project is consistent with the approved MRPR master plan; and

WHEREAS, the Minnesota Department of Natural Resources has awarded the Miesville Bluff Restoration Phase II grant, providing \$400,000 of CPL funds for this project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the grant application; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a Conservation Partners Legacy Grant agreement subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2017 Parks Capital Improvement Program budget as follows:

### Expense

Miesville Bluff Restoration	\$526,710
2017 Natural Resources Base Funding-County Match	<u>(\$126,710)</u>
<b>Total Expense</b>	<b>\$400,000</b>

### Revenue

Minnesota Department of Natural Resources	<u>\$400,000</u>
<b>Total Revenue</b>	<b>\$400,000</b>

### County Manager's Comments:

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request

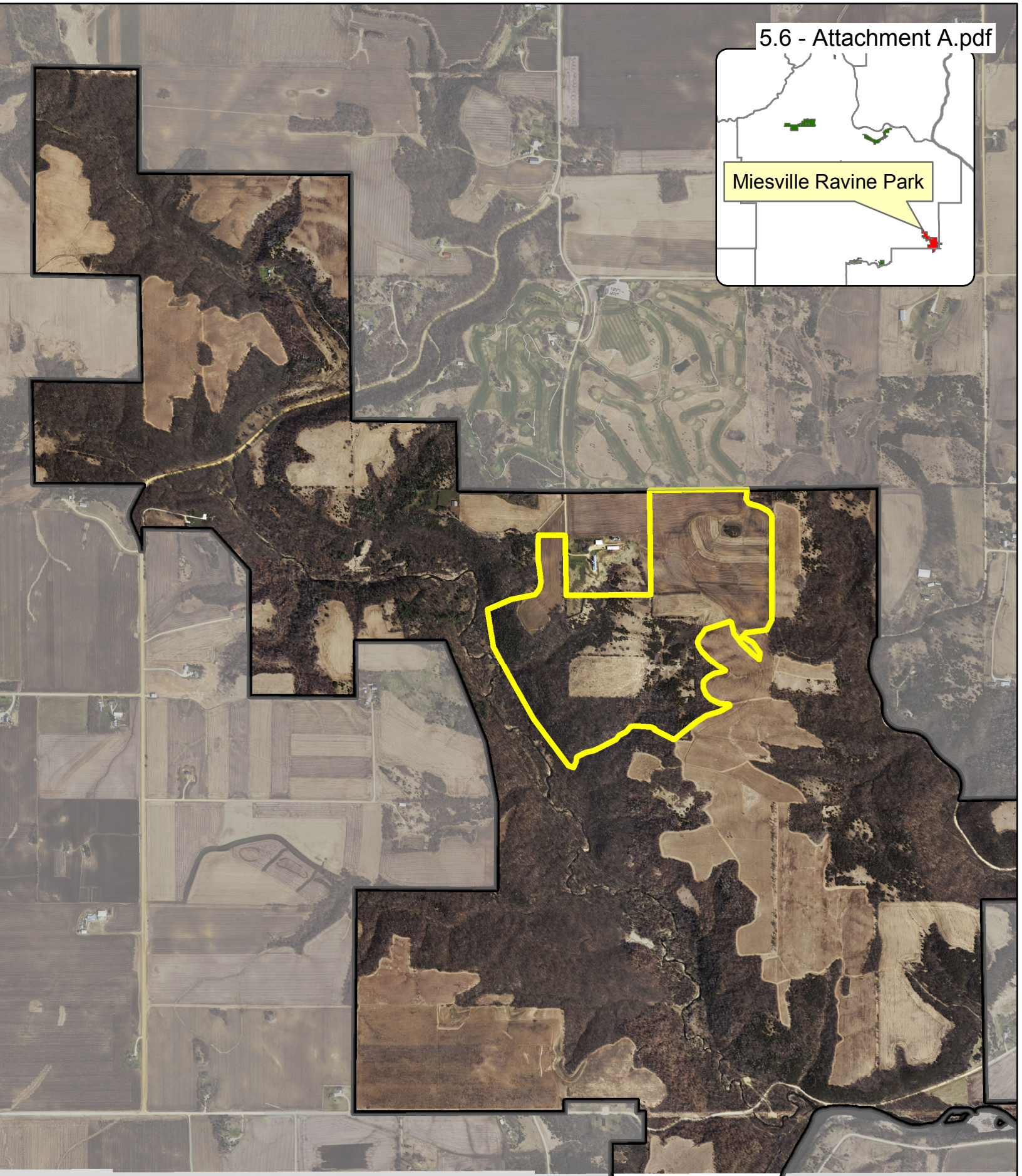
### Reviewed by (if required):

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management





County Manager





## Legend

-  CPL17 Project Boundary
-  Park Boundary

Conservation Partners Legacy 2017 Grant Request  
Miesville Ravine Park Reserve

3,000 1,500 0 3,000 Feet



A horizontal scale bar with markings for 3,000, 1,500, and 0 feet.

N









## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Authorization To Execute Multiple Agreements For Construction Of Pine Bend Bluff Trailhead, Trail Connection, Interpretation And Access Road**


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Meeting Date: 1/10/2017  
 Item Type: Consent-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004, (651) 438-4416  
 Prepared by: Kinney, Josh

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Great Place to Live  
 Public Engagement Level: N/A

**PURPOSE/ACTION REQUESTED**

Authorize execution of the following agreements for the Mississippi River Regional Trail (MRRT) Pine Bend Bluff Trailhead (Trailhead), Heritage Park City trail connection to MRRT, interpretation and access road: (Attachment A)

- Joint powers agreement (JPA) with the City of Inver Grove Heights (City) for cost share funding totaling \$700,000 from City/State Bonding. This includes \$500,000 for the Trailhead, \$158,000 County cost share for trail connection to Heritage Village being constructed by the City and \$42,000 for interpretative signage at Rock Island Swing Bridge (Attachment B).
- JPA with the City for trailhead maintenance, duties and responsibilities (Attachment C).
- JPA with the City for transfer of property (111<sup>th</sup> Street East) for the entry drive to the Trailhead and Pine Bend Bluff Scientific and Natural Area (SNA) (Attachment D).
- Easement amendment with City and Minnesota Department of Natural Resources (DNR) (Attachment E).
- Quit claim deed to convey fee title for 111<sup>th</sup> Street East (road) property from the City to the County for the new entry drive to the Trailhead from Courthouse Boulevard - Hwy 52 frontage road (Attachment F).

**SUMMARY**

The final MRRT Pine Bend Bluff Trailhead design was approved by the County Board on February 9, 2016.

Agreements are needed to define County and City roles and responsibilities for the work. County and City staff and the City and County Attorney's offices have agreed upon the final documents' form. Under the proposed JPA, the County would assume ownership for the road and ongoing maintenance costs for the entire project following completion.

In the 2014 Legislative Session, the City received a \$2,000,000 grant from the Metropolitan Council State Bond funds. \$700,000 can be used as matching funds for the following:

- \$500,000 for construction of the MRRT Pine Bend Trailhead with City interest in the DNR property easement.
- \$42,000 for interpretive signage at Rock Island Swing Bridge managed by the County.
- \$158,000 for MRRT connection to Heritage Village Park managed by the City.

County funds will be used for the road improvements, upkeep and annual maintenance cost of \$10,000, which will begin in 2018.

111<sup>th</sup> Street East is an existing undeveloped one-lane roadway owned by the City. The road provides access to the DNR SNA, MRRT, Pine Bend Bluff trailhead and one private property. Road improvements are needed to ensure public safety and emergency vehicle access. The City has indicated they are agreeable to transferring ownership of the road provided that the County will improve and maintain the road.

**RECOMMENDATION**

Staff recommends entering into three JPAs, one easement amendment, and a quitclaim deed with the City for construction, cost-sharing, indemnification and responsibilities of each party for the Trailhead and access road, subject to revisions to meet Met Council requirements, which may include restrictive covenants to the easement.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The approved 2016 and 2017 Parks Capital Improvement Program budgets include funding in the amount of \$1,925,822. See Attachment G for cost-sharing and total project funding summaries. The annual maintenance costs of \$10,000 will begin in 2018 and will be included in the 2018 operating budget.

**Supporting Documents:**

Attachment A: Project Location Maps  
 Attachment B: State Bond Funding JPA  
 Attachment C: Road Maintenance JPA  
 Attachment D: Trailhead Maintenance JPA  
 Attachment E: DNR Easement Amendment  
 Attachment F: Quit Claim Deed  
 Attachment G: JPA Cost Share and Funding Summary

**Previous Board Action(s):**

15-309; 6/16/15  
 16-103; 2/16/16  
 16-104; 2/16/16

**RESOLUTION**

WHEREAS, the Parks Department is requesting authorization from the County Board of Commissioners to enter into the following agreements for construction of the Mississippi River Regional Trail (MRRT) Pine Bend Bluff trailhead, access road and associated projects:

Funding - Joint Powers Agreement (JPA) for three projects

- Provides agreement between the City and County for \$542,000 City reimbursement to the County for the trailhead and interpretation at Rock Island Swing Bridge and \$158,000 County match for trail connection to Heritage Village for a total of \$700,000 from State Bond Funds.

Easement Amendment with the City and Minnesota Department of Natural Resources (DNR)

- Agreement provides the City with an interest in the DNR owned property to permit use of State Bond Funding for the trailhead project.

Maintenance - Trailhead Facility (JPA)

- Agreement provides the understanding that Dakota County is responsible to plan, construct, operate and maintain the improvements.

Property Transfer for 111<sup>th</sup> Street East (JPA)

- Agreement provides transfer of access road ownership from the City to the County.
- County is responsible for the construction of the new access road and maintenance.

Quit Claim Deed for 111<sup>th</sup> Street East

- Transfers City ownership of 111<sup>th</sup> Street East to Dakota County ; and

WHEREAS, the JPAs with the City are needed to identify Dakota County and City responsibilities, participation in the project and indemnification terms; and

WHEREAS, the City has Metropolitan Council Bonding in the amount of \$700,000 to be used as matching funds for the three projects; and

WHEREAS, the approved 2017 Parks Capital Improvement Program (CIP) budget includes \$1,925,822 for these County projects; and

WHEREAS, County staff recommends that the County Board of Commissioners authorize execution of the JPAs, Easement Amendment and Quit Claim Deed for the MRRT Pine Bend Bluff Trailhead and associated projects.

NOW, THEREFORE, BE IT RESOLVED, The Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute joint powers agreements, an easement amendment and a Quit Claim Deed with the City of Inver Grove Heights for Pine Bend Bluff trailhead, road improvements, property rights for 111<sup>th</sup> Street East and funding cost share for the Mississippi River Regional Trail Pine Bend Trailhead as substantially presented, subject to approval by the County Attorney's Office as to form.

**County Manager's Comments:**

- ☒ Recommend Action  
☐ Do Not Recommend Action  
☐ Reviewed---No Recommendation  
☐ Reviewed---Information Only  
☐ Submitted at Commissioner Request

**Reviewed by (if required):**

- ☒ County Attorney's Office  
☒ Financial Services  
☒ Risk Management  
☐ Employee Relations  
☐ Information Technology  
☐ Facilities Management




County Manager

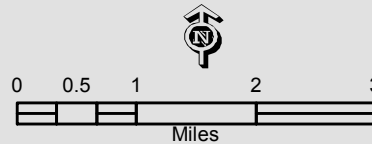


**St. Paul Connection  
2017/18 Construction**

# Mississippi River Regional Trail Dakota County - Status Map

-  Existing MRRT
-  MRRT— St. Paul
-  MRRT— Rosemount West
-  MRRT— Rosemount East

**Rock Island Trailhead**



*Prepared by Dakota County Office of Planning, 2016.*

**Pine Bend Trailhead**

**Rosemount West  
2016/17 Construction**

**Rosemount East  
2017/18 Construction**

Spring Lake Park Reserve

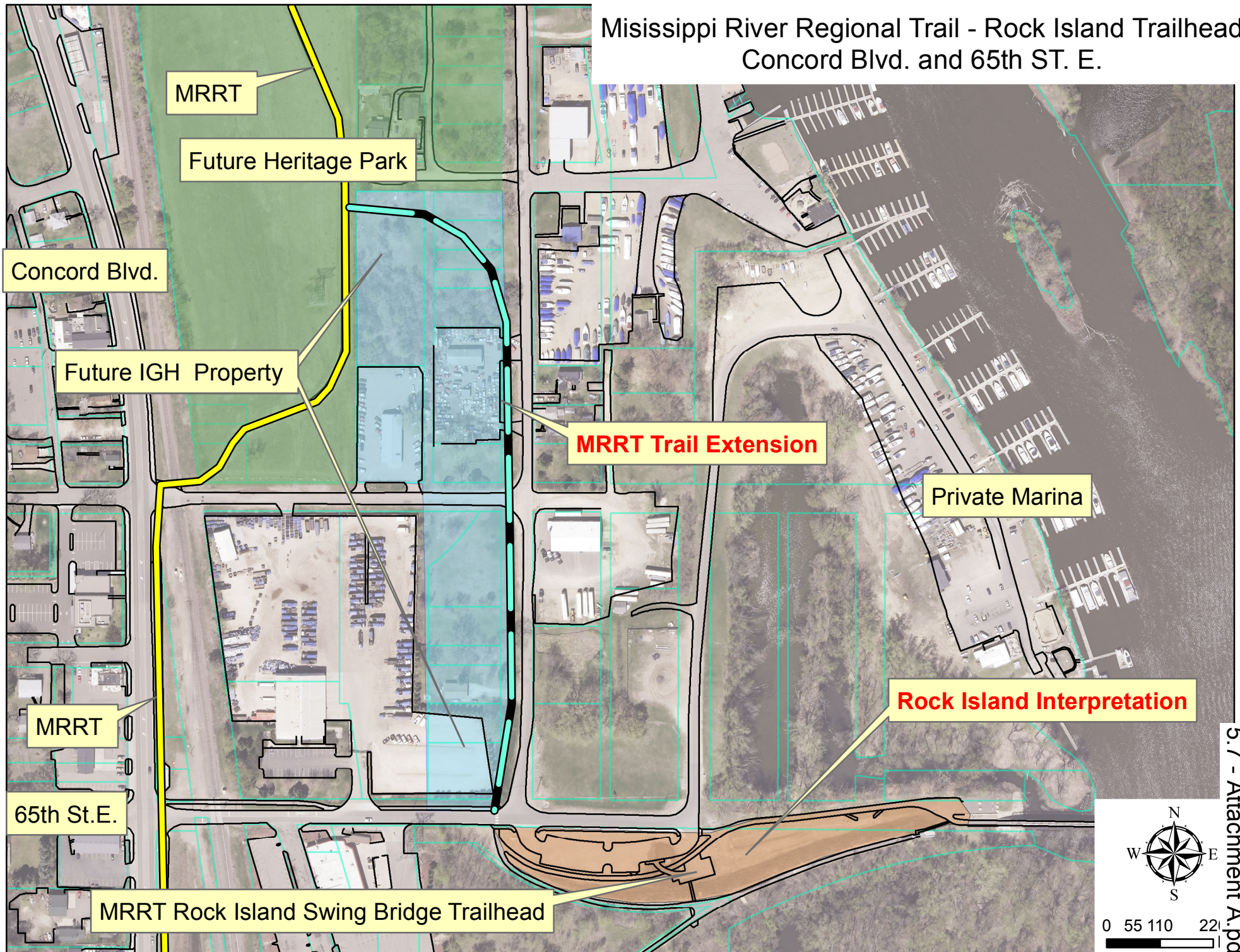
Nininger Twp.

Hastings

Rosemount



Mississippi River Regional Trail - Rock Island Trailhead  
Concord Blvd. and 65th ST. E.





Mississippi River Regional Trail - Pine Bend Trailhead  
Intersection of HWY 52 Frontage Rd. and 111th ST.

Pine Bend Scientific and Natural Area (SNA)

MRRT

Private Property

111th St. E - Property Transfer

HWY 52

I -State Trucking

Trailhead Easement

MRRT



0 45 90 180



**JOINT POWERS AGREEMENT BETWEEN  
THE CITY OF INVER GROVE HEIGHTS AND  
THE COUNTY OF DAKOTA FOR FUNDING OF  
MRRT TRAILHEAD PROJECTS**

This Joint Powers Agreement (“Agreement”) is made and entered into between Dakota County (“County”) and the City of Inver Grove Heights (“City”).

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

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

**WHEREAS**, City is a governmental unit and political subdivision of the State of Minnesota; and

**WHEREAS**, the City and County are currently collaborating to construct, develop and enhance the Mississippi River Regional Trail (“MRRT”), including construction of the MRRT trailhead at Pine Bend Scientific and Natural Area (“Project 1”), enhanced interpretation improvements at the MRRT Swing Bridge City Park trailhead (“Project 2”), and construction of a direct MRRT connection from Heritage City Park to Swing Bridge Regional Trailhead (“Project 3”); and

**WHEREAS**, on February 9, 2015, the Inver Grove Heights City Council resolved to apply for a \$2,000,000 State Grant that can be used for land acquisition, public infrastructure and park improvements in the City; and

**WHEREAS**, the State Grant is administered by the Metropolitan Council; and

**WHEREAS**, in order to obtain the proceeds from the State Grant, City must match each grant dollar with non-State funds at a 1:1 ratio (“Grant Match Requirement”); and

**WHEREAS**, the City has submitted to the Metropolitan Council a grant work plan for only \$1,300,000 with a \$1,300,000 City match; and

**WHEREAS**, the draft work plan references that the remaining \$700,000 of the State Grant funds is being considered by the County Board with an equal County match for Project 1, Project 2 and Project 3; and

**WHEREAS**, a County match of \$700,000 of non-State funds is within the approved Parks CIP (which consists, in part, of Federal grants and County funds) for Project 1, Project 2 and Project 3; and

**WHEREAS**, the \$700,000 from the State Grant equally matched by the City with County and other non-State funds will enhance the MRRT within the City and County; and

**WHEREAS**, the County desires to provide the amount of \$700,000 to the City for the purpose of advancing the MRRT within the City and meeting the Grant Match Requirement to obtain funds for Project 1, Project 2 and Project 3;

**WHEREAS**, City desires to obtain State Grant funds for the construction, design, and completion of Project 1, Project 2, and Project 3.

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

## **ARTICLE 1** **PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City). The City and the County may be referred to collectively as “the Parties.”

## **ARTICLE 2** **PURPOSE**

The purpose of this Agreement is to provide cooperation and funding by the County to the City so that the City can fulfill its Grant Matching Requirement to obtain funds for Project 1, Project 2, and Project 3 from the State Grant that is administered by the Metropolitan Council, and to define the responsibilities and obligations of the County and City for cost contribution to be provided by the County and City related to Project 1, Project 2 and Project 3. This Agreement also defines the City and County’s roles and responsibilities regarding design and

construction of Project 1, Project 2 and Project 3. The County shall not use any State Grant funds for any work of any nature whatsoever related to the improvement of 111th Street.

### **ARTICLE 3** **TERM**

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and shall remain in effect until December 31, 2018 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

### **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, timely, and fair manner.

### **ARTICLE 5** **OBLIGATIONS OF THE PARTIES**

#### **5.1. Design and Construction.**

- a. **Project 1 and 2.** The County will be responsible for the design and construction of Projects 1 and 2, including but not limited to preparation of necessary plan sheets, specifications, construction change orders and engineering and inspection ("Actual Construction Costs"). The County shall be responsible for awarding contracts for Project 1 and Project 2 in accordance with the State laws and County resolutions and policies relating to public improvement projects, and for the management and inspection of the work of Project 1 and Project 2.
- b. **Project 3.** The City will be responsible for Actual Construction Costs of Project 3. The City shall be responsible for awarding contracts for Project 3 in accordance with the State laws and City resolutions and policies relating to public improvement projects, and for the management and inspection of the work of Project 3.

- c. **Access to Project Construction.** The parties agree to allow each other access to the construction sites. The parties may, at their own expense, inspect all construction related activities and improvements to ensure compliance with any relevant ordinance, regulation, or plan, including but not limited to Storm Water Pollution Prevention Plans. The City and County will be allowed to inspect any work that may affect the City or County's infrastructure, including but not limited to:
- i. Existing underground storm water treatment systems;
  - ii. Existing utilities;
  - iii. Existing infrastructure such as storm sewers, sanitary sewers, water mains, related appurtenances and service lines;
  - iv. Curb removals and cross-walks on or near City streets or County roads;
  - v. Existing street signs; and
  - vi. Other city structures affected by Project 1, Project 2, or Project 3.
- d. **Access to Meetings.** The parties agree to allow City and County staff access to all pre-construction meetings, and to construction progress meetings, as is desired by the City and County.

## 5.2. **Grant Matching and Time of Payments.**

- a. **Project 1 and Project 2.** Within 35 days after County's completion of Project 1 and Project 2, County shall invoice the City with an amount not to exceed One Million Eighty Four Thousand Dollars and 00/100 (\$1,084,000.00) in Actual Construction Costs related to Project 1 and Project 2 and shall provide the associated invoices and necessary documentation as required by the State Grant. Invoices from the County shall be based on Actual Construction Costs expended for the project and not to exceed the maximum amounts per this Agreement. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the County and the County will correct the error. City will then present the invoiced Actual Construction Costs to the Metropolitan Council, which administers the State Grant. After funds not to exceed Five Hundred Forty-Two Thousand Dollars and 00/100 (\$542,000.00) from the State Grant are released to the City, the City shall reimburse County an amount not to exceed \$542,000.00 for the amounts stated in the invoices.

- b. **Project 3.** Within 35 days after City's completion of Project 3, the City shall submit invoices for the City's work for reimbursement of an amount not to exceed Three Hundred Sixteen Thousand Dollars and 00/100 (\$316,000) in Actual Construction Costs to the Metropolitan Council. After the Metropolitan Council approves an amount not to exceed One Hundred Fifty Eight Thousand Dollars and 00/100 (\$158,000.00) of the submitted invoices for reimbursement, the City shall invoice the County for the other half of Actual Construction Costs related to Project 3 that were approved by the Metropolitan Council in an amount not to exceed One Hundred Fifty Eight Thousand Dollars and 00/100 (\$158,000.00). The City shall provide the associated invoices and necessary documentation as required by the State Grant. If an invoice is incorrect, defective, or otherwise improper, the County shall notify the City within 10 days of receiving the incorrect invoice. Notwithstanding other provisions of this Agreement, the County will make full payment in an amount not to exceed \$158,000.00 to the City no later than 35 days of the date of receipt of the invoice for Project 3 from the City. The invoices from the City to the Metropolitan Council shall be based on Actual Construction Costs expended for Project 3 and shall not exceed Three Hundred Sixteen Thousand Dollars and 00/100 (\$316,000).
- c. **Grant Matching Process.** The entire grant matching procedure and process for Project 1, Project 2 and Project 3 is the sole responsibility of the City.
- i. City and County shall use its best efforts to take all actions and do all things necessary, proper, or advisable to obtain State Grant funding and comply with the Grant's requirements. For purposes of this Agreement, best efforts includes, without limitation,
1. Taking, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under any applicable law, policy, manual, rule, agreement, or as required or recommended by the Metropolitan Council or the State Grant Agreement in order to obtain disbursement of Grant funds;
  2. Obtaining all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any third party or Governmental

Authority necessary, proper or advisable in order to obtain disbursement of Grant funds;

3. Executing and delivering such documents, certificates and other papers as may be reasonably requested or required in order to obtain disbursement of Grant funds.

- ii. County agrees to cooperate with the City and use its best efforts to provide information reasonably necessary to obtain State Grant funds. City shall provide any documentation related to the State Grant and the grant matching process at the County's written request. Execution of the necessary agreements or documents for the disbursement of Grant funds is the sole obligation of the City.

5.3. **Grant Matching Amounts and Total Cost.** The County and City shall expend and provide project funding in an amount not to exceed One Million Four Hundred Thousand Dollars and 00/100 (\$1,400,000.00) ("Agreement Maximum"). Funding by the County and City shall be made as follows:

- a. **Project 1.** A maximum of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) of State Grant funds shall be provided by the City to the County for Project 1 Actual Construction Costs. In addition to the \$500,000 in State Grant funds, the County shall have Grant eligible expenditures up to a maximum of \$500,000.00 from the approved Project 1 budget to meet the Grant Match Requirement. The total amount of funds from the State Grant and County funds for Project 1 shall be up to One Million Dollars (\$1,000,000.00).
- b. **Project 2.** A maximum of Forty-Two Thousand Dollars and 00/100 (\$42,000.00) of State Grant funds shall be provided by the City to the County for Project 2 Actual Construction Costs. In addition to the \$42,000 in State Grant funds, the County shall have Grant eligible expenditures up to a maximum of \$42,000 from the approved Project 2 budget to meet the Grant Match Requirement. The total amount of funds from the State Grant and County funds for Project 2 shall be up to Eighty-Four Thousand dollars and 00/100 (\$84,000.00).
- c. **Project 3.** A maximum of One Hundred Fifty-Eight Thousand Dollars and 00/100 (\$158,000.00) shall be provided by the County to



the City for Project 3 Actual Construction Costs. In addition to the \$158,000 in County funds, the City shall have Grant eligible expenditures up to a maximum of One Hundred Fifty-Eight Thousand Dollars and 00/100 (\$158,000.00) from the approved Project 3 budget to meet the Grant Match Requirement. The total amount of funds paid to the City from the County and the State Grant funds for Project 3 shall be up to Three Hundred Sixteen Thousand Dollars (\$316,000.00).

The source of funding and the County's contribution are more fully described in Exhibit 1, a copy of which is attached hereto and incorporated into this Agreement. All overages of Actual Construction Costs for Project 1 or Project 2 due to bids, change orders or other similar conditions shall be the responsibility of the County. All overages of Actual Construction costs for Project 3 shall be the sole responsibility of the City.

- 5.4. **Authorized Purpose.** Funds provided by the County to the City under this Agreement shall be used for the purpose of advancing the MRRT within the City and fulfilling the City's Grant Matching Requirement. Funds obtained by the City pursuant to this Agreement shall only be used for the payment of Actual Construction Costs directly related to Project 1, Project 2 and Project 3.
- 5.5. **Payment of Unauthorized Claims.** All funding provided by the County and City under this Agreement shall only be used for the actual cost for design and construction for Project 1, Project 2 and Project 3. The County and the City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County or the City from questioning or later disputing the propriety of the claim. If payment of any amount is disputed by the County or the City, payment of undisputed amounts will be made as set forth herein and the party submitting the disputed amount shall provide additional documentation to support payment of the disputed amount, if necessary. The County and the City reserve the right to offset any overpayment or disallowance of a claim by reducing future payments.
- 5.6. **Acknowledgement.** The City and County shall appropriately acknowledge the funding assistance provided by the City and County in any promotional materials, signage, reports, publications, notices, and presentations relating to Project 1, Project 2 or Project 3.

- 5.7. **Trail Ownership and Maintenance.** This Agreement does not govern or provide for ownership, operation, management or maintenance of Project 1, Project 2 and Project 3. The County is responsible for the operation, management, and maintenance of Project 1 and Project 2. City is responsible for the operation, management, and maintenance of Project 3. The City and the County are therefore considered “Counterparties” as used and defined in the Grant Agreement.
- 5.8. **Permits.** City and County agree to comply with each other’s respective permitting process. The City and the County agree to secure all necessary permits for work contemplated under this Agreement. The City shall be responsible for all permit fees for the permits obtained from the County. The County shall be responsible for all permit fees for the permits obtained from the City.

## **ARTICLE 6**

### **HOLD HARMLESS**

- 6.1. Each party to this Agreement shall be solely liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466.
- 6.2. In the event of any claims or actions asserted or filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third-party liability claims arising from work of the Project, City agrees to require all contractors or subcontractors hired to do any work on Project 1, Project 2 and Project 3 to maintain commercial general liability insurance in the amounts consistent with minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of each Project. All such insurance policies shall name the City and County as additional insured. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an

insurance company or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

## **ARTICLE 7**

### **AUTHORIZED REPRESENTATIVES**

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

**TO THE COUNTY:**

Steven C. Mielke  
Dakota County  
Attn: Physical Development Division Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**TO THE CITY:**

City of Inver Grove Heights  
Attn: City Administrator  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077

In addition, notification to the City or 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, MN 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 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. The designated liaisons under this Agreement are:

**County Liaison** Steve Sullivan  
Telephone: (952) 891-7088

**City Liaison**

Email: steve.sullivan@co.dakota.mn.us

Eric Carlson

Telephone: (651) 450-2587

Email: ecarlson@ci.inver-grove-heights.mn.us

## **ARTICLE 8**

### **TERMINATION**

- 8.1. **In General.** Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination 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.
- 8.2. **Termination by County and City for Lack of Funding.** Notwithstanding any provision of this Agreement to the contrary, both parties may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, Federal government, or other funding source, or if it's funding cannot be continued at a level sufficient to allow payments of the amounts due under this Agreement. Written notice of termination by email or facsimile is sufficient notice under this section. The County and City are not obligated to pay for any additional services, labor, materials, equipment, or any benefit that are provided after written notice of termination for lack of funding. The County and City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **ARTICLE 9**

### **REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS**

- 9.1. **Accounting and Records.** The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept

and maintained by the Parties for a minimum period of six years following the expiration of this Agreement. The Parties agree to promptly provide each other copies of any accounting records related to this Agreement upon request.

- 9.2. **Data Practices.** The City and County agree with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- 9.3. **Auditing.** The books, records, documents and accounting procedures and practices of the City that are relevant to this Agreement are subject to the examination by the State Auditor for a minimum of six (6) years following expiration of this Agreement.

## **ARTICLE 10** **MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid and binding when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representative of the City and the County.

## **ARTICLE 11** **MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

## **ARTICLE 12** **MERGER**

- 12.1 Except for Article 5.7 of this Agreement, this Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements related to Funding of the MRRT Pine Bend Bluff Trailhead Projects.

- 12.2 Exhibits 1 (including all Attachments or addenda) are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Agreement. By signing this Agreement, County and City affirms and acknowledges receipt of the above Exhibit (including all Attachments or Addenda).

### **ARTICLE 13** **SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable substantially impairs the value of the entire Agreement with respect to either Party.

### **ARTICLE 14** **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 the unforeseeable acts or events outside the defaulting party's reasonable control, provided 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.

### **ARTICLE 15** **INTERPRETATION** **AND CONSTRUCTION**

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every section or article (including any subsection or subpart thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.



**ARTICLE 16**  
**SURVIVORSHIP**

The following provisions under this Agreement survive after the termination date of this Agreement: Article 5.5. (Acknowledgement), Article 6 (Hold Harmless), Article 9 (Reporting, Accounting and Auditing), Article 11 (Minnesota Law to Govern), Article 12 (Merger), Article 13 (Severability), Article 14 (Force Majeure), Article 15 (Agreement Interpretation and Construction), and Article 16 (Survivorship).

[Remainder of page intentionally left blank]

DRAFT

Approved by the City Council

**CITY OF INVER GROVE HEIGHTS**

Date \_\_\_\_\_

By \_\_\_\_\_

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

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

Attest \_\_\_\_\_

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

Approved by Dakota County Board

**COUNTY OF DAKOTA**

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

By \_\_\_\_\_

Steve Mielke

Physical Development Director

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

Dakota County Attorney's Office  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033  
651-438-4438

**Approved as to Form**

By \_\_\_\_\_

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

KS-16-

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND  
THE CITY OF INVER GROVE HEIGHTS  
FOR MRRT PINE BEND BLUFF TRAILHEAD FACILITY  
MAINTENANCE, DUTIES, AND RESPONSIBILITIES**

This Joint Powers Agreement ("Agreement") is made and entered into between Dakota County ("County") and the City of Inver Grove Heights ("City").

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

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

**WHEREAS**, the City is a Minnesota municipal corporation; and

**WHEREAS**, the County has designed, and intends to design, engineer, and construct, a Trailhead Facility at the Pine Bend Bluff Trail Head (the Project), a preliminary sketch of which is attached hereto as Exhibit 1; and

**WHEREAS**, the Trailhead Facility will be part of Dakota County's Regional Trail System, and Dakota County intends to maintain the Trailhead Facility at its own cost and expense; and

**WHEREAS**, in order to obtain funding from the Metropolitan Council Grant Program for Recreation Open Space Development (SG-04273) for the Project, Minnesota Department of Natural Resources Easement #133-023-0894 (Easement) was amended to add City as a Grantee of said Easement. A copy of the Easement and Amendment is attached hereto as Exhibit 2; and

**WHEREAS**, the County is responsible for the design, construction, and cost of the Project.

**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  
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City). The City and the County may be referred to collectively as "the Parties."

## **ARTICLE 2**

### **PURPOSE**

The purpose of this Agreement is to define the City and County's role in performing or exercising the obligations, duties, rights, requirements, and responsibilities, and everything incidental thereto, as set forth in the Easement. It is the intent of the parties to shift City's obligations, duties, rights, requirements, and responsibilities, and everything incidental thereto, as set forth in the Easement from the City to the County.

## **ARTICLE 3**

### **TERM**

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and shall remain in effect indefinitely, unless amended in writing or 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, timely, and fair manner.

## **ARTICLE 5**

### **COUNTY'S OBLIGATIONS**

- 5.1. The County shall be solely responsible for performing or exercising, at its own cost, all obligations, duties, rights, requirements, and responsibilities, and everything incidental thereto, set forth in the Easement, and shall refrain from doing any activity prohibited by the Easement. County shall be solely responsible for operating the Trailhead Facility and the property subject to the Easement in accordance with the provisions of the Easement. The County shall be solely responsible for ensuring that the Easement complies with all the conditions set forth in the Easement. It is the intent of the Parties that the County assume all of the City's responsibilities, duties, obligations, requirements, and rights it has or may have as set forth in the Easement.
- 5.2. The County shall be solely responsible for any and all permits for utility work and other activities within the Easement, and the City will process permits for utility work and other activities within the Easement.
- 5.3. The County shall abide by Minnesota Department of Natural Resources standards, specifications, rules, and procedures in carrying out the work and responsibilities set forth in the Easement and in this Agreement. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the Construction of the Trailhead Facility. The County shall be responsible for obtaining

and complying with all federal, state, or local permits, licenses, and authorizations necessary for the performance of its obligations and duties set forth in the Easement and in this Agreement.

- 5.4. Subject to written permission from the Minnesota Pipeline Company or its successor in interest, the County shall be responsible for the construction of a 20" paved roadway with concrete curb and gutter on one side in the Easement and 111<sup>th</sup> Street. The County will use best practices and County standards for the construction and annual maintenance of the roadway which will include snow and ice control. The County will be solely responsible for the reconstruction of the road once it reaches the end of its useful life. County shall install signs, traffic restrictions, and other appropriate traffic controls on the Easement and 111th Street, unless the City otherwise consents to do so in writing. County shall make reasonable efforts to maintain current restrictions on parking, unless City otherwise consents to do so in writing. County will install "Private Property Signs" when appropriate to protect against unwanted trespass onto private property.

## **ARTICLE 6**

### **CITY'S OBLIGATIONS**

- 6.1. The City shall refrain from exercising or performing obligations, duties, rights, requirements, and responsibilities set forth in the Easement without the prior written consent of the County.
- 6.2. The City shall refrain from all activities or omissions that frustrate or interfere with the County's performance or exercise of its obligations, duties, rights, requirements, and responsibilities set forth the Easement or this Agreement.

## **ARTICLE 7**

### **INDEMNIFICATION AND HOLD HARMLESS**

- 7.1. Indemnification. The County shall indemnify, defend and hold the City, its agents, employees, officers, council, attorneys and contractors harmless against and in respect to any and all actions, proceedings, causes of action, suits, rights, past, future or present claims and demands whatsoever, any materialmen or mechanics' liens or other encumbrances, any losses, costs, fees, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorney's fees or any other costs or expenses of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute or common law that may relate to, result from or arise out of the Easement.
- 7.2. Waiver and Release. The County for itself, its assigns, heirs, and successors, does hereby knowingly and voluntarily waive and forever release the City, its agents, employees, officers, council, attorneys and contractors from any and all actions,

proceedings, causes of action, suits, rights, past, future or present claims and demands whatsoever, any materialmen or mechanics' liens or other encumbrances, any losses, costs, fees, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorney's fees or any other costs or expenses of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute or common law that may relate to, result from or arise out of the Easement.

- 7.3. Covenant Not To Sue. The County for itself, its assigns, heirs, and successors, does hereby knowingly and voluntarily covenant not to sue the City, its agents, employees, officers, council, attorneys and contractors for any and all actions, proceedings, causes of action, suits, rights, past, future or present claims and demands whatsoever, any materialmen or mechanics' liens or other encumbrances, any losses, costs, fees, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorney's fees or any other costs or expenses of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute or common law that may relate to, result from or arise out of the Easement.
- 7.4. Duties under the Easement. The County for itself, its assigns, heirs, and successors, does hereby knowingly and voluntarily agree that the City, its agents, employees, officers, council, attorneys and contractors shall have no duty, obligation, requirement, responsibility (financial or otherwise), burden or liability to perform any of the duties, obligations, requirements, responsibilities, burdens and liabilities stated in the Easement. Rather, the County does hereby knowingly and voluntarily agree with the City that the County, at the County's sole cost and expense, shall assume and carry out any and all of the duties, obligations, requirements, responsibilities, burdens and liabilities stated in the Easement.
- 7.5. Hold Harmless. Each party to this Agreement shall be solely liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466.
- 7.6. No Separate Judgments. In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the construction or maintenance of the Project, the Parties agree to require any contractors or



subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes §466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds.

## **ARTICLE 8**

### **REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS**

- 8.1. **Accounting and Records.** The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the Parties for a minimum period of six years following the expiration of this Agreement. The Parties agree to promptly provide each other copies of any accounting records related to this Agreement upon request.
- 8.2. **Data Practices.** The City and County agree with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- 8.3. **Auditing.** The books, records, documents and accounting procedures and practices of the Parties that are relevant to this Agreement are subject to examination by the other party and the Legislative Auditor or State Auditor for a minimum of six years following the expiration of this Agreement.

## **ARTICLE 9**

### **AUTHORIZED REPRESENTATIVES**

- 9.1. **Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the Party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons:

**TO THE COUNTY:** Steven C. Mielke  
Dakota County  
Attn: Physical Development Division Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**TO THE CITY:** City of Inver Grove Heights  
Attn: City Administrator

8150 Barbara Ave.  
Inver Grove Heights, MN 55077

or to such other person and address as the Parties shall furnish to each other in writing.

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.

- 9.2. **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. The designated liaisons under this Agreement are:

County Liaison: Steve Sullivan  
Telephone: (952) 891-7088  
Email: steve.sullivan@co.dakota.mn.us

City Liaison: Eric Carlson  
Telephone: (651) 450-2587  
ecarlson@invergroveheights.org

or such other person and address as the Parties shall furnish to each other in writing.

## **ARTICLE 10** **MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the Parties respective Boards, and signed by the Authorized Representatives of the County and the City.

## **ARTICLE 11** **TERMINATION**

- 11.1. **In General.** Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination 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.

- 11.2. **Termination by County For Lack of Funding.** Notwithstanding any provision of this Agreement to the contrary, Dakota 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 payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by Dakota County to the City by facsimile is sufficient notice under this section. Dakota County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Dakota County will not be assessed any penalty of damages if the Agreement is terminated due to lack of funding.

## **ARTICLE 12**

### **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.

## **ARTICLE 13**

### **MERGER**

- 13.1. 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 related to the Maintenance, Duties and Responsibilities for the MRRT Pine Bend Bluff Trailhead Facility.
- 13.2. Exhibits 1 through and including Exhibit 2 (including all Attachments or addenda) are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Agreement. By signing this Agreement, County and City affirms and acknowledges receipt of all the above Exhibits (including all Attachments or Addenda).

## **ARTICLE 14**

### **SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable substantially impairs the value of the entire Agreement with respect to either Party.

**ARTICLE 15**  
**RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

**ARTICLE 16**  
**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 the unforeseeable acts or events outside the defaulting party's reasonable control, provided 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.

**ARTICLE 17**  
**INTERPRETATION**  
**AND CONSTRUCTION**

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every article or section (including any subsection or subpart thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

**ARTICLE 18**  
**SURVIVORSHIP**

The following provisions under this Agreement survive after the termination of this Agreement: Article 7 (Indemnification and Hold Harmless); Article 8 (Reporting, Accounting and Auditing Requirements); Article 12 (Minnesota Law to Govern); and Article 13 (Merger), Article 14 (Severability), Article 16 (Force Majeure), Article 17 (Interpretation and Construction), Article 18 (Survivorship).

**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-2016-  
County Board Res. No. \_\_\_\_\_

By \_\_\_\_\_  
Steven C. Mielke  
Physical Development Division Director  
Date of Signature: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

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

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

DRAFT

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND  
THE CITY OF INVER GROVE HEIGHTS  
FOR TRANSFER OF PROPERTY FOR  
MRRT PINE PEND BLUFF TRAILHEAD FACILITY**

This Joint Powers Agreement ("Agreement") is made and entered into between Dakota County ("County") and the City of Inver Grove Heights ("City").

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

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

**WHEREAS**, the City is a Minnesota municipal corporation; and

**WHEREAS**, the County has designed, and intends to design, engineer, and construct, a Trailhead Facility at the Pine Bend Bluff Trail Head (the Project), a preliminary sketch of which is attached hereto as Exhibit 1; and

**WHEREAS**, City owns in fee the property identified and legally described in Exhibit 2 (Parcel A); and

**WHEREAS**, the property identified in Exhibit 3 has been dedicated to the City for public use forever in the Chesley Addition Plat, recorded and filed in the office of the County Recorder on September 29, 1997 (Parcel B); and

**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  
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City). The City and the County may be referred to collectively as "the Parties."

**ARTICLE 2  
PURPOSE**

The purpose of this Agreement is to authorize the parties to execute a quitclaim deed transferring the City's interest in Parcel A and Parcel B to the County and to define the rights and responsibilities of the County and City upon such transfer. The quitclaim deed shall be in the form and substance similar to the quitclaim deed attached to this Agreement as Exhibit 4.



### **ARTICLE 3** **TERM**

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and shall remain in effect indefinitely, unless amended in writing or 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, timely and fair manner.

### **ARTICLE 5** **COUNTY'S OBLIGATIONS**

- 5.1. Upon recording of the quitclaim deed, Parcel A and Parcel B shall be deemed open to the public. The County will henceforth assume road jurisdiction, responsibility, and authority over Parcel A and Parcel B. The County shall be solely responsible, at its own cost and expense, for all construction, maintenance, and operation of any road, trail, or right of way on Parcel A and Parcel B.
- 5.2. County shall be solely liable for all events arising from the County's ownership, maintenance, construction, or operations on Parcel A and Parcel B.

### **ARTICLE 6** **CITY'S OBLIGATIONS**

- 6.1. **INTENTIONALLY OMITTED.**

### **ARTICLE 7** **OWNERSHIP**

The County and the City agree that after the quitclaim deed is signed by all parties, delivered, and recorded, County shall henceforth own all trails, right of way, or other structure that the County builds or constructs on Parcel A or Parcel B.

### **ARTICLE 8** **HOLD HARMLESS**

- 8.1. Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The

provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466.

- 8.2. In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the construction or maintenance of the Project, the Parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes §466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds.

## ARTICLE 9

### REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS

- 9.1. **Accounting and Records.** The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the Parties for a minimum period of six years following the expiration of this Agreement. The Parties agree to promptly provide each other copies of any accounting records related to this Agreement upon request.
- 9.2. **Data Practices.** The City and County agree with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- 9.3. **Auditing.** The books, records, documents and accounting procedures and practices of the Parties that are relevant to this Agreement are subject to examination by the other party and the Legislative Auditor or State Auditor for a minimum of six years following the expiration of this Agreement.

## ARTICLE 10

### AUTHORIZED REPRESENTATIVES

- 10.1. **Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the Party they represent and to consent to modifications,

except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons:

**TO THE COUNTY:** Steven C. Mielke  
Dakota County  
Attn: Physical Development Division Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**TO THE CITY:** City of Inver Grove Heights  
Attn: City Administrator  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077

or to such other person and address as the Parties shall furnish to each other in writing.

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.

- 10.2. **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. The designated liaisons under this Agreement are:

County Liaison: Steve Sullivan  
Telephone: (952) 891-7088  
Email: steve.sullivan@co.dakota.mn.us

City Liaison: Eric Carlson  
Telephone: (651) 450-2587  
ecarlson@invergroveheights.org

or such other person and address as the Parties shall furnish to each other in writing.

## **ARTICLE 11** **MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the Parties respective Boards, and signed by the Authorized Representatives of the County and the City.

## **ARTICLE 12**

### **TERMINATION**

- 12.1. **In General.** Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination 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.
- 12.2. **Termination by County For Lack of Funding.** Notwithstanding any provision of this Agreement to the contrary, Dakota 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 payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by Dakota County to the City by facsimile is sufficient notice under this section. Dakota County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Dakota County will not be assessed any penalty of damages if the Agreement is terminated due to lack of funding.

## **ARTICLE 13**

### **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.

## **ARTICLE 14**

### **MERGER**

- 14.1. 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 related to the Transfer of Property for the MRRT Pine Bend Bluff Trailhead Facility.
- 14.2. Exhibits 1 through and including Exhibit 4 (including all Attachments or addenda) are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Agreement. By signing this Agreement, City and County affirms and acknowledges receipt of all the above Exhibits (including all Attachments or Addenda).

## **ARTICLE 15** **SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable substantially impairs the value of the entire Agreement with respect to either Party.

## **ARTICLE 16** **RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

## **ARTICLE 17** **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 the unforeseeable acts or events outside the defaulting party's reasonable control, provided 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.

## **ARTICLE 18** **INTERPRETATION** **AND CONSTRUCTION**

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every section or article (including any subsection or subpart thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

**ARTICLE 19**  
**SURVIVORSHIP**

The following provisions under this Agreement survive after the termination of this Agreement: Article 8 (Hold Harmless); Article 9 (Reporting, Accounting and Auditing Requirements); Article 13 (Minnesota Law to Govern), Article 14 (Merger), Article 15 (Severability), Article 17 (Force Majeure); Article 18 (Interpretation and Construction), Article 19 (Survivorship).

**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-2016-  
County Board Res. No. \_\_\_\_\_

**DAKOTA COUNTY**

By \_\_\_\_\_  
Steven C. Mielke  
Physical Development Division Director  
Date of Signature: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

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

By \_\_\_\_\_  
Michelle Tesser, Deputy City Clerk  
Date of Signature: \_\_\_\_\_



### **EASEMENT AMENDMENT**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the STATE OF MINNESOTA, a sovereign body, hereinafter "Grantor," and the CITY OF INVER GROVE HEIGHTS, hereinafter "Grantee."

**WHEREAS**, Grantor granted to DAKOTA COUNTY an easement dated April 4, 2012, and recorded on \_\_\_\_\_, as Document No. \_\_\_\_\_, in the office of the County Recorder in and for Dakota County, State of Minnesota (hereinafter "Easement");

**WHEREAS**, the Grantee, requests to be added to the existing easement enjoyed by DAKOTA COUNTY;

**WHEREAS**, DAKOTA COUNTY, has no objections and expressly supports amending the easement to add the Grantee; and

**NOW THEREFORE**, the following amendments are made to the Easement:

- 1.) The easement area is described in the original easement.
- 2.) DAKOTA COUNTY has no objections and expressly supports adding the CITY OF INVER GROVE HEIGHTS to the easement.
- 3.) The CITY OF INVER GROVE HEIGHTS is added to the Easement.

Except as expressly provided herein, all of the provisions of the Easement shall remain in full force and effect.

**[Remainder of page intentionally left blank]**

**CITY OF INVER GROVE HEIGHTS**

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

STATE OF MINNESOTA   )  
  )  
COUNTY OF DAKOTA    )

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

**COUNTY OF DAKOTA**

\_\_\_\_\_  
 [Board Chair's Name] and, Chair  
 Dakota County Board of Commissioners

Attested to By:

\_\_\_\_\_  
 [Clerk of Board's Name]  
 Clerk to the Board

Approved by Dakota County  
 Board Resolution No.: \_\_\_\_\_

STATE OF MINNESOTA    )  
   ) ss.  
 COUNTY OF DAKOTA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public within and for said County, personally appeared [Board Chair's Name] and [Clerk of Board] to me personally known, who being by me duly sworn, each did say that they are respectively the of Dakota County, a political subdivision of the State of Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the Dakota County Board and said Chair of the County Board of Commissioners and the Clerk to the Board acknowledged said instrument to be the free act and deed of the County.

Notary Public

Approved as to Form:

\_\_\_\_\_  
 Joseph E. Trojack  
 Assistant County Attorney

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

KS-16-  
 Contract # \_\_\_\_\_

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By \_\_\_\_\_  
Kathy A. Lewis, Assistant Director  
Division of Lands and Minerals

STATE OF MINNESOTA }  
  }SS  
COUNTY OF RAMSEY }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public within and for said county and state, personally appeared Kathy A. Lewis who signed the foregoing instrument and acknowledged that she signed the same as her free act and deed for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

This instrument has been drafted by the:  
Division of Lands and Minerals,  
Department of Natural Resources  
500 Lafayette Road, Box 45,  
St. Paul, MN 55155-4045

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED****Business Entity to Business Entity**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$1.65

DATE: \_\_\_\_\_, 2016

FOR VALUABLE CONSIDERATION, **City of Inver Grove Heights**, a municipal corporation under the laws of Minnesota ("**Grantor**"), hereby conveys and quitclaims to Dakota County, a political subdivision of the State of Minnesota ("**Grantee**"), real property in Dakota County, Minnesota, legally described as follows:

**See Exhibit A attached hereto and incorporated herein.**

\*total consideration for this transfer was less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens) ☐

Reserving unto Grantor a permanent easement for drainage and utility purposes in favor of the City of Inver Grove Heights, in, over, under, across and through that real property described on Exhibit A, attached hereto and incorporated herein by reference. Said real property described on Exhibit A shall be subject to any other easements, covenants and conditions of record and is hereby conveyed together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

**City of Inver Grove Heights**

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

George Tourville

Its: Mayor

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

Michelle Tesser

Its: City Clerk

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by George Tourville as Mayor and by Michelle Tesser as City Clerk of City of Inver Grove Heights, a Minnesota municipal corporation.

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: \_\_\_\_\_

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
**LeVander, Gillen & Miller, P.A.**  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
(651) 451-1831  
Atty ID: 58993

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:  
**Dakota County**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

111<sup>th</sup> Street East as shown in the plat of Chesley Addition, said plat being on file and of record in the office of the County Recorder, Dakota County, Minnesota;

and

A strip of land thirty-three (33) feet wide across the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section thirty-four (34), township twenty-seven (27) north, range twenty-two (22) west, the center line of which is described as follows:

Beginning at a point 683.5 feet south of the one-quarter corner between sections twenty-seven (27), and thirty-four (34), township twenty-seven (27) north, range twenty-two (22) west, said point being on the east right of way line of Trunk highway No. 55 (formerly No. 53) and running thence east a distance of eighty rods and there terminating in the east line of said NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of section thirty-four (34) township twenty-seven (27) north, range twenty-two (22) west, said tract amounting to one acre.

Abstract Property.

## Mississippi River Regional Trail 2017 Improvements FUNDING SUMMARY

### Joint Powers Agreements Cost Sharing Only

	County FHWA Grant	County	Met Council (City - State Bond) Grant	Total
PROJECT 1 Trailhead Construction and Improvements	\$ 400,000	\$ 100,000	\$ 500,000	\$ 1,000,000
PROJECT 2 Swing Bridge Historic Interpretation		\$ 42,000	\$ 42,000	\$ 84,000
PROJECT 3 Heritage Village to Rock Island Swing Bridge Trail Connection		\$ 158,000	\$ 158,000	\$ 316,000

\$ 400,000   \$ 300,000   \$ 700,000   \$ **1,400,000**

*No Met Council Grant match money may be used to improve the access road*

### Total Project Cost

#### Total Pine Bend Trailhead CIP Budget

Non-County Funding From Above Chart	\$ 900,000
2017 Parks Legacy Funding (Met Council)	\$ 410,000
2017 CPA	\$ <b>100,000</b>
2017 Tax Levy	\$ <b>115,822</b>

**Approved 2017 CIP Budget (P00108)**   \$ 1,525,822

#### Swing Bridge Historic Interpretation

Non-County Funding From Above Chart	\$ 42,000
Environmental Legacy Fund	\$ <b>42,000</b>

**Approved 2016 CIP Budget (P00123)**   \$ 84,000

#### Heritage Village Connector Trail

Non-County Funding From Above Chart	\$ 158,000
Environmental Legacy Fund	\$ <b>158,000</b>

**Approved 2016 CIP Budget (P00123)**   \$ 316,000

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**TOTAL PROJECT BUDGET**   \$ **1,925,822**

**DIRECT COUNTY COST**   \$ **415,822**

## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Authorization To Submit Applications For Conservation Partners Legacy Grant For Natural Resource Restoration In Lebanon Hills Regional Park**


---

Meeting Date: 1/10/2017  
 Item Type: Consent-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004  
 Prepared by: Vikla, Terry

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Clean and Green Place  
 Public Engagement Level: N/A

**PURPOSE/ACTION REQUESTED**

Approve submittal of two natural resource grant applications for the 2017 Conservation Partners Legacy (CPL) Grant Program to restore land and natural resources within Lebanon Hills Regional Park.

**SUMMARY**

The 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails. The CPL Grant Program was established to restore, enhance, or protect forests, wetlands, prairies, and habitat for fish, game, and wildlife. The Minnesota Department of Natural Resources manages this program to provide competitive grants from \$5,000 to \$400,000 to local, regional, State, and non-profit organizations, including governmental entities. In State fiscal year 2017, \$6,850,000 was dedicated to habitat projects located within the seven-county metropolitan area. A minimum ten percent local match is required. The CPL Metro grant cycle is now open with submittals due January 27, 2017.

Both restoration projects are high priorities and are included in the approved park master plan. The two grant application requests include:

1. Project Title: Dakota Lake Oak Woodland and Savanna Restoration and Enhancement  
 Project Location: Lebanon Hills Regional Park (Attachment A)  
 Project Scope: 65 acres with a total project cost of \$262,500 includes a grant amount of \$221,000 with a local match of \$29,000 plus a five percent local match contingency of \$12,500; and
2. Project Title: Jensen Lake Woodland Enhancement Phase II  
 Project Location: Lebanon Hills Regional Park (Attachment B)  
 Project Scope: 110 acres with a total project cost of \$300,300 includes a grant amount of \$257,400 with a local match of \$28,600 plus a five percent local match contingency of \$14,300

**RECOMMENDATION**

Staff recommends County Board approve submittal of two Conservation Partners Legacy Grant applications for Lebanon Hills Regional Park.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The estimated cost of the two restoration projects is \$562,800. The requested Conservation Partners Legacy Grants is \$478,400 with a ten percent minimum local match of \$57,600 plus a five percent total project cost local match contingency of \$26,800. Subject to County Board award and acceptance of the grants, the grant funds and the local match would be considered as part of the approved 2017 Parks Capital Improvement Program budget – Greenway/Parks/Natural Resources Grant Match line item.

**Supporting Documents:**

Attachment A: Dakota Lake Map

Attachment B: Jensen Lake Map

**Previous Board Action(s):****RESOLUTION**

WHEREAS, the 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails; and

WHEREAS, the Conservation Partners Legacy Grant Program was established to restore, enhance, or protect forests, wetlands, prairies, and habitat for fish, game, and wildlife; and

WHEREAS, the Minnesota Department of Natural Resources manages this program to provide competitive grants from \$5,000 to \$400,000 to local, regional, State, and non-profit organizations, including governmental entities; and

WHEREAS, in State fiscal year 2017, \$6,850,000 was dedicated to habitat projects located within the seven-county metropolitan area; and

WHEREAS, a minimum ten percent local match is required; and

WHEREAS, the Conservation Partners Legacy Metro grant cycle is now open with submittals due January 27, 2017; and

WHEREAS, both restoration projects are high priorities and are included in the approved park master plan; and

WHEREAS, staff has requested County Board consideration of two grant applications:

- 1) Project Title: Dakota Lake Oak Woodland and Savanna Restoration and Enhancement  
Project Location: Lebanon Hills Regional Park (Attachment A)  
Project Scope: 65 acres with a total project cost of \$262,500 includes a grant amount of \$221,000 with a local match of \$29,000 plus a five percent local match contingency of \$12,500; and
- 2) Project Title: Jensen Lake Woodland Enhancement Phase II  
Project Location: Lebanon Hills Regional Park (Attachment B)  
Project Scope: 110 acres with a total project cost of \$300,300 includes a grant amount of \$257,400 with a local match of \$28,600 plus a five percent local match contingency of \$14,300; and

WHEREAS, subject to County Board award of the grants, the Parks Capital Improvement Program budget would be considered for amendment, including the grant funds and the local match.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to submit two Conservation Partners Legacy Grant applications for the 2017 program year:

- 1) Project Title: Dakota Lake Oak Woodland and Savanna Restoration and Enhancement - Lebanon Hills Regional Park: 65 acres with a total project cost (grant plus local match) of \$262,500; and
- 2) Project Title: Jensen Lake Woodland Enhancement Phase II - Lebanon Hills Regional Park: 110 acres with a total project cost (grant plus local match) of \$300,300.

**County Manager's Comments:**

- ☒ Recommend Action  
☐ Do Not Recommend Action  
☐ Reviewed---No Recommendation  
☐ Reviewed---Information Only  
☐ Submitted at Commissioner Request



\_\_\_\_\_  
County Manager

**Reviewed by (if required):**

- ☒ County Attorney's Office  
☒ Financial Services  
☒ Risk Management  
☐ Employee Relations  
☐ Information Technology  
☐ Facilities Management



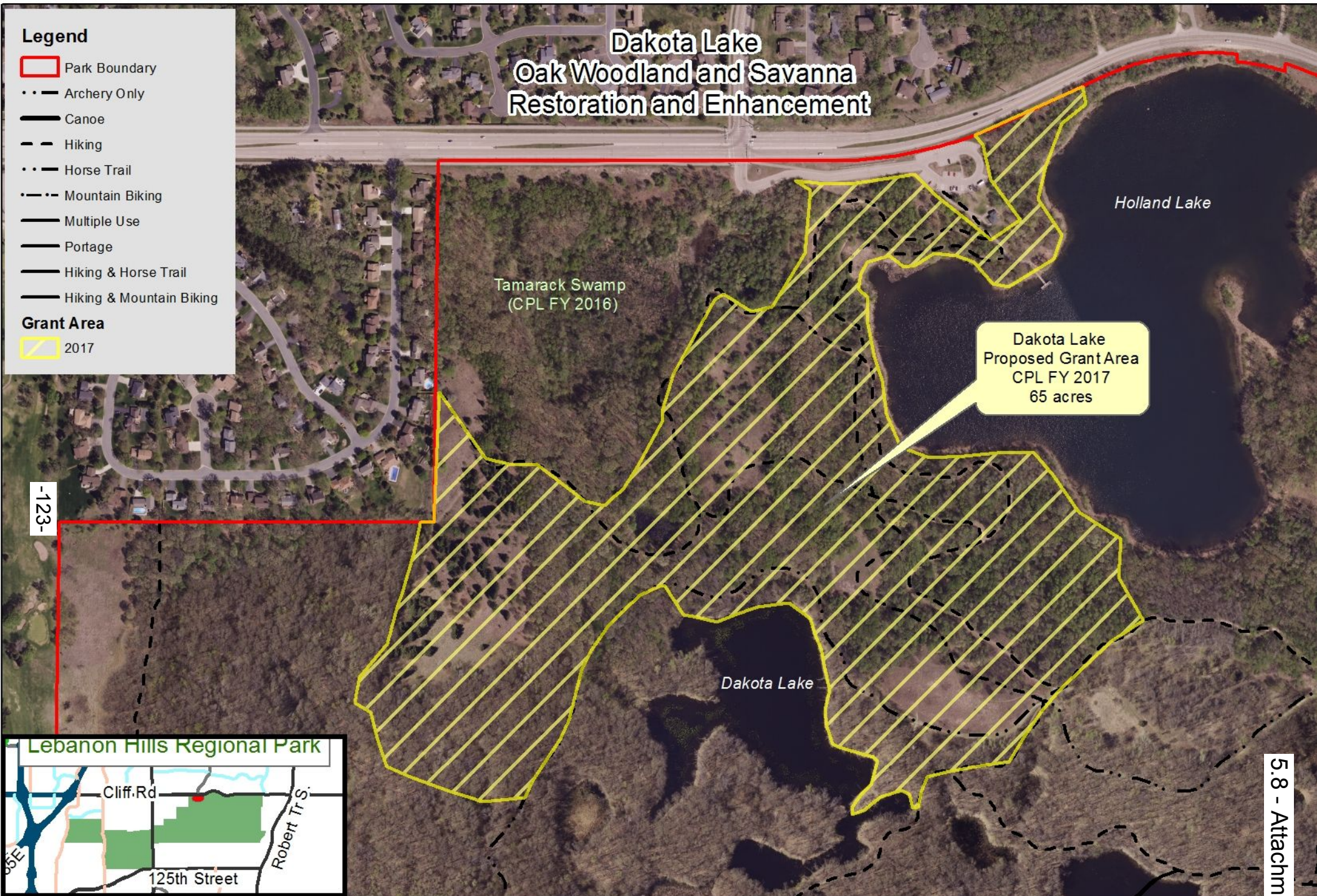
**Legend**

- Park Boundary
- Archery Only
- Canoe
- Hiking
- Horse Trail
- Mountain Biking
- Multiple Use
- Portage
- Hiking & Horse Trail
- Hiking & Mountain Biking

**Grant Area**

- 2017

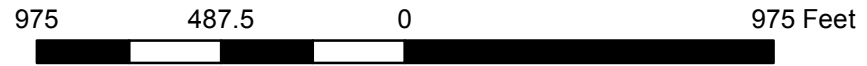
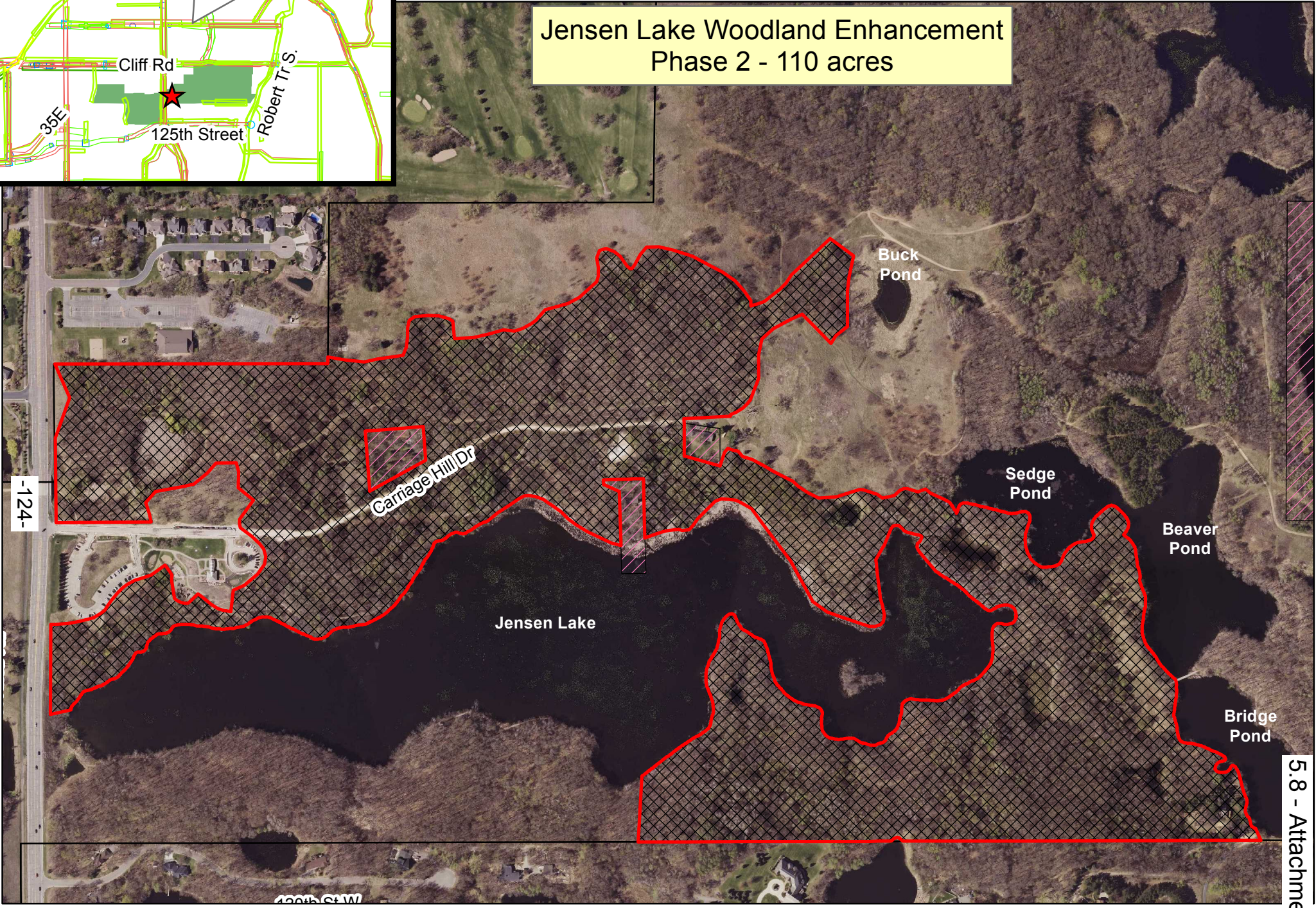
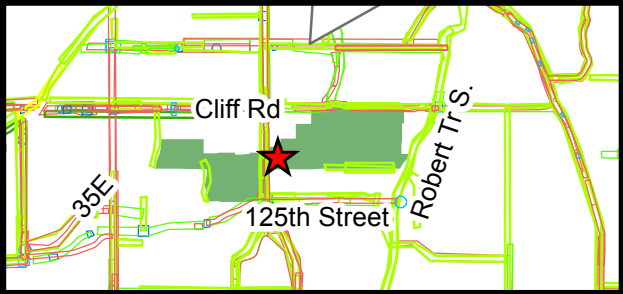
# Dakota Lake Oak Woodland and Savanna Restoration and Enhancement



1:5,000



Jensen Lake Woodland Enhancement  
Phase 2 - 110 acres



- Jensen Woodland Enhancement - Phase
- Private Property
- Park Boundary



## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Update On County Project 42-82, Trunk Highway 52 And County State Aid Highway 42 Interchange Project  
In City Of Rosemount**


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Meeting Date: 1/10/2017

Item Type: Consent-Information

Division: Physical Development

Department: Transportation

Contact: Krebsbach, Mark

Contact Phone: (952) 891-7102

Prepared by: Rezac, Jacob

Fiscal/FTE Impact:

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

Board Goal: County Gov't That Leads the Way

Public Engagement Level: Level 2 - Discuss

**PURPOSE/ACTION REQUESTED**

Provide an update for County Project (CP) 42-82, the Trunk Highway (TH) 52 and County State Aid Highway (CSAH) 42 Interchange Project in the City of Rosemount.

**SUMMARY**

To promote a safe and efficient transportation system throughout the County, Dakota County, in cooperation with the Federal Highway Administration (FHWA), Minnesota Department of Transportation (Mn/DOT) and the City of Rosemount, is proceeding with a federal aid project to reconstruct the interchange at TH 52 and CSAH 42 in Rosemount (Attachment A).

A new interchange is needed due to safety concerns at the current TH 52/CSAH 42 interchange, which include sight distance and geometric issues. The existing bridge pier locations and the vertical geometry of CSAH 42 create sight distance restrictions. The lack of left turn lanes on CSAH 42 directly impact the safety and operation of CSAH 42. The project includes the reconstruction of the existing diamond interchange and the expansion of CSAH 42 to a four-lane divided facility. The bridges over CSAH 42 will be replaced and protected turn lanes will be provided through the interchange area. Dakota County is the lead agency for the project. Mn/DOT will administer construction of this project in 2017 on the County's behalf.

The project is anticipated to be advertised for bidding from January 19, 2017 to February 14, 2017. A request to award the construction contract is scheduled to be presented at the County Board meeting on March 7, 2017. Construction of the project is anticipated to start on April 3, 2017 and is anticipated to last one construction season, with completion tentatively scheduled for November 15, 2017. To meet this construction schedule, CSAH 42 will be closed between the interchange ramps, and CSAH 42 traffic will be detoured (Attachment B). Right turns will be allowed from onto or off of CSAH 42. TH 52 will be maintained on temporary bypasses during the replacement of the bridges. This will allow the contractor to demolish and reconstruct both bridges simultaneously.

The County engaged Mn/DOT construction staff in discussions related to ensuring completion of this project in a single season, as well as reopening CSAH 42 in a timely manner. Based on the nature of the project and the desire to ensure completion in a single season, innovative contracting measures were suggested by Mn/DOT. One measure suggested was the use of a no-excuse, monetary incentive to the construction contract, in the form of a Locked Incentive Date. If CSAH 42 is opened to traffic by October 1, 2017, the construction contractor will be eligible for a capped incentive of \$200,000. The incentive is intended to offset any additional costs a contractor may incur to accelerate construction. The incentive, if collected, will also require the contractor to waive any monetary claims caused by delays on the project. Based on discussions with Mn/DOT, County staff feels this is an appropriate measure to use on this project and, therefore, is proposing to include this incentive in the contract. The City of Rosemount is supportive of this measure. The contract also includes monetary deductions if the contractor delays the schedule, including a deduction of \$10,000 per day for failure to open TH 52 by September 15, 2017 and \$5,000 per day for failure to open CSAH 42 by October 15, 2017.

**RECOMMENDATION**

None.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The adopted 2017 Transportation CIP budget includes \$18,324,142 in funding for CP 42-82, of which \$12,500,000 is for construction in 2017. The budget includes carryover from previous CIP years. It is anticipated that the incentive will be paid for by County State Aid and City of Rosemount funds. Based on current project estimates, the current budget should be sufficient to account for the proposed incentive.

**Supporting Documents:**

Attachment A: Project Location Map

Attachment B: Detour Map

**Previous Board Action(s):****RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management



County Manager



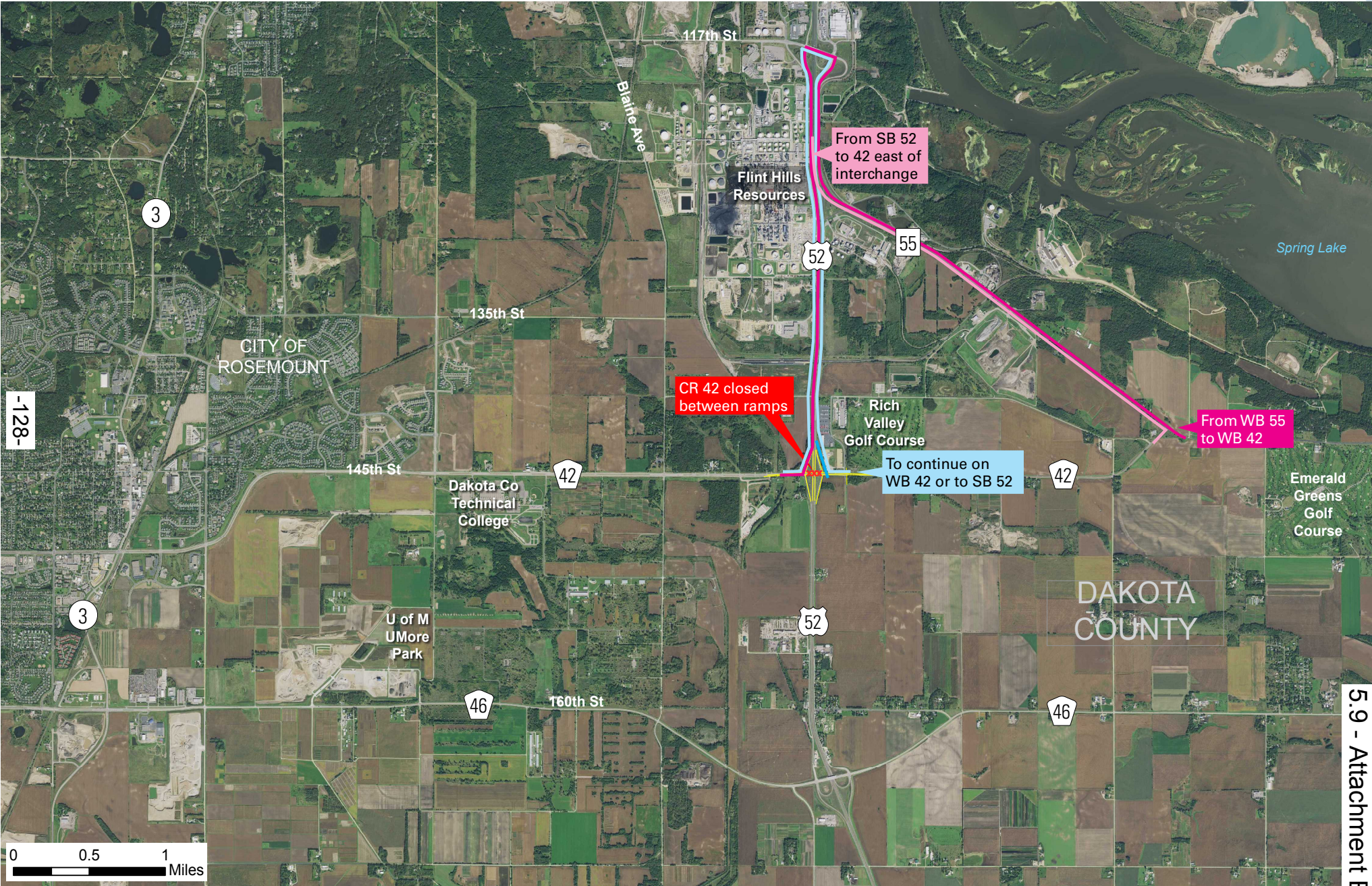
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- PAVED ROADWAYS
  - DESIGNED & RETENTION WALLS
  - PAVED MEDIAN & CURBS
  - PAVED SHOULDER
  - PROPOSED PAVING LOCATION
  - EXISTING RETENTION WALLS
  - EXISTING RIGHT OF WAY
  - PROPOSED RIGHT OF WAY
  - TEMPORARY EASEMENT



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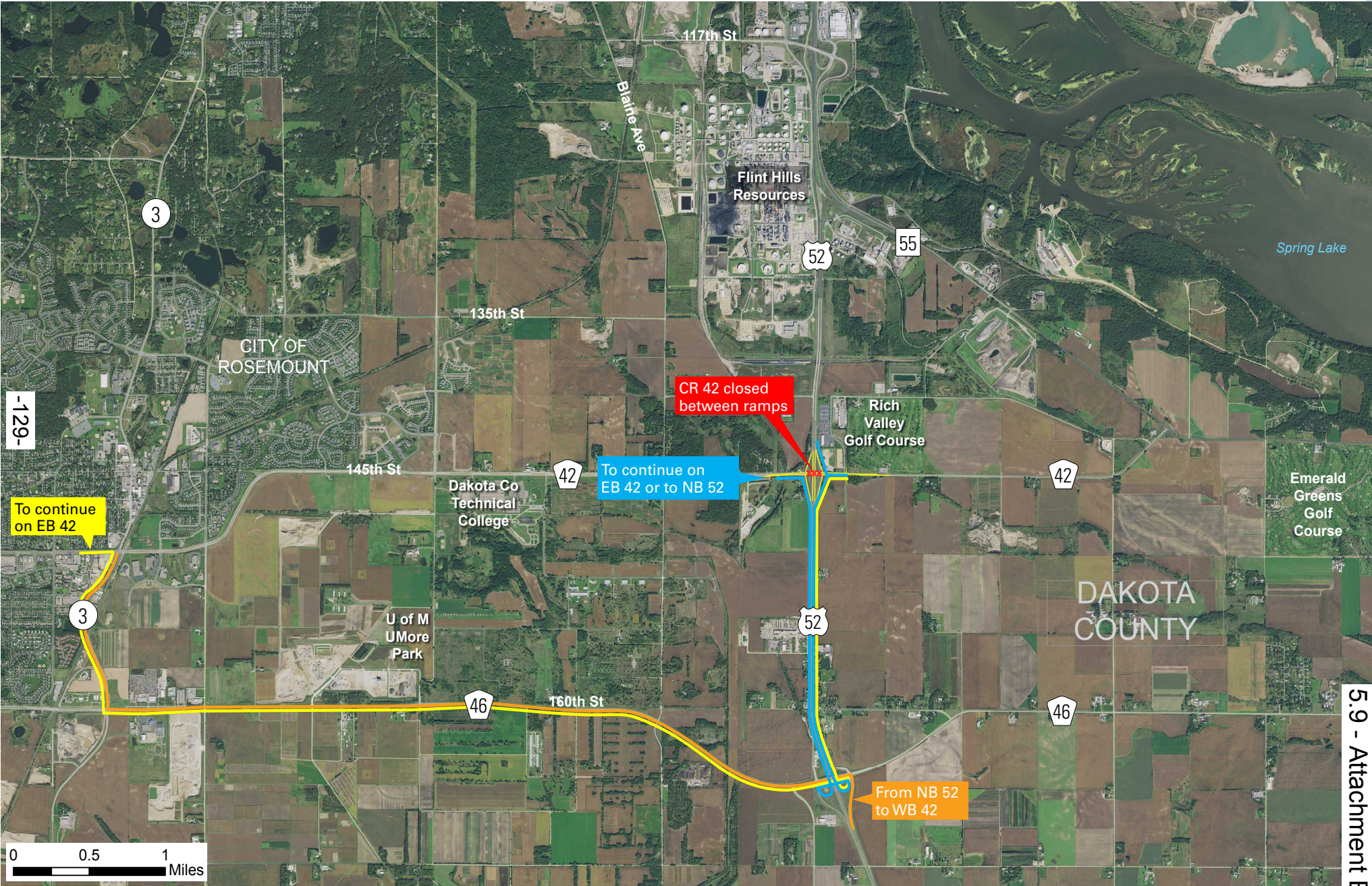


# Detour Routes





# Detour Routes









**DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE****Update On Counties Transit Improvement Board Workshops On Program Of Projects Investment Strategies And Provisions Of The Greater Minnesota Transportation Sales And Use Tax**

Meeting Date: 1/10/2017

Item Type: Regular-Information

Division: Physical Development

Department: Transportation

Contact: Krebsbach, Mark

Contact Phone: (952) 891-7102

Prepared by: Krebsbach, Mark

Fiscal/FTE Impact:

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

Board Goal: County Gov't That Leads the Way

Public Engagement Level: N/A

**PURPOSE/ACTION REQUESTED**

Provide an update on the Counties Transit Improvement Board (CTIB) Workshops on the Program of Projects (PoP) Investment Strategies and provisions of the Greater Minnesota Transportation Sales and Use Tax.

**SUMMARY**

To promote safe and efficient transportation through development of the regional transitway system, Dakota County participates as a member of CTIB. On June 21, 2016, at the Dakota County Board of Commissioners Meeting, a resolution (Resolution No. 16-356) to withdraw from CTIB was adopted. Dakota County is a member of CTIB until the official withdrawal from the joint powers agreement (JPA) establishing CTIB occurs on December 31, 2018. During the time Dakota County is still a member; the County may not vote on issuance of further debt but may vote on all other matters.

Since 2015, costs for several CTIB projects have increased, and the potential CTIB financial participation has changed for some projects, as have assumptions about revenue from various potential funding sources. The Minnesota Legislature adjourned without providing the state share of funding for CTIB projects. With Dakota County's withdrawal from CTIB, there is a reduction in projected CTIB revenues. These factors have included the need for changes in the CTIB financial strategy to finance the PoP. Financial information was shared with CTIB at the July 20, 2016 Board meeting along with several scenarios for changes in the financial strategy. On September 21, 2016, CTIB approved the 2016 PoP Investment Strategy which identifies CTIB contributions to projects.

On December 1, 2016, CTIB conducted a workshop on the PoP Investment Strategy to discuss options for obtaining the additional funding needed to build-out (and operate) the PoP. Three options were discussed:

1. Support transportation funding legislation and bonding for specific projects (CTIB status quo approach).
2. Seek specific legislation giving CTIB counties additional one-quarter percent taxing authority and maintaining current structure.
3. Reform CTIB using current legislative authority and support transportation funding legislation, including funding for the regional transit system.

A subsequent workshop was held on December 21, 2016 to continue discussion of the options for PoP Investment Strategies. Staff will provide an update on the workshop materials and discussion from the December 21, 2016 workshop (Attachment A).

Upon exit from CTIB, or termination of the CTIB JPA, Dakota County will be eligible to enact the Greater Minnesota Transportation Sales and Use Tax (Sales and Use Tax) authorized by Minn. Stat. § 297A.993 (Attachment B). Staff will also discuss general provisions of the Sales and Use Tax, along with potential revenue generation, uses of the tax, and stakeholders. This discussion is intended to provide background information for a more comprehensive Sales and Use Tax workshop scheduled for February 14, 2017.

**RECOMMENDATION**

None.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

**Supporting Documents:**

Attachment A: Workshop Information

Attachment B: Minnesota Statute

**Previous Board Action(s):**

16-356; 6/21/16

**RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



County Manager

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

### Option 3 - Summary Overview of CTIB Proposal

1. CTIB Counties unanimously agree to either dissolve or reform CTIB with the following assumptions:
  - a. The purpose of reorganizing is to maximize revenue using available resources
  - b. Implementation is consistent with existing statutory authority
  - c. Reorganization must work for all member counties
  - d. Lack of State funding will cause costly delays
  - e. Use current CTIB sales tax resources to pay debt and grants prior to reorganization
  - f. The shift in organizational structure needs to be seamless
  - g. CTIB's remaining funding commitments and obligations need to be assumed by one or more counties.
  
2. Overview of CTIB Commitments
 

a. Debt	\$ 111.9 M
b. 2015/2016 Grants	\$ 46.64 M
c. 2017 Capital Grants	\$ 177.31 M
d. 2017 Operating Grants	<u>\$ 33.58 M</u>
Subtotal	\$ 369.43 M (plus some funds reserved for closeout exp.)
  
3. Dakota County Impacts
  - a. CTIB would satisfy the cost of existing debt: \$14.3 M as of 7-1-17
  - b. CTIB would pay 2016 and 75% of 2017 of Orange Line Capital Grants: \$8.9M
  - c. Dakota and Hennepin would share the remainder of Orange Line Capital Commitment:  
Total of \$28.6M, split 14% Dakota (\$2.04M), 84% Hennepin (\$26.56M)
  - d. Dakota would proportionately share State Share (12.1M) in 2018 (if necessary)
  - e. Dakota would assume the following operating costs starting in 2018:
 

	2018	2028
i. Red Line	\$1.426M	\$1.957M
ii. Orange Line	-	\$ .330M
iii. I-35W S Express	\$ .365M	\$ .550M
iv. Cedar Ave Express	\$ .173M	\$ .229M
v. Red Rock	-	-
Total	\$1.965M	\$3.066M
  
4. Dakota County can access the Greater Minnesota Sales Tax (up to .5%) beginning 7-1-17 (with receipts beginning 9-1-17. Assuming implementation of a sales tax of .25% Dakota County would receive \$23.3M (est) in revenues between 9-1-17 and 12-31-18 that would otherwise be collected by CTIB

**297A.993 GREATER MINNESOTA TRANSPORTATION SALES AND USE TAX.**

Subdivision 1. **Authorization; rates.** Notwithstanding section 297A.99, subdivisions 1, 2, 3, 5, and 13, or 477A.016, or any other law, the board of a county outside the metropolitan transportation area, as defined under section 297A.992, subdivision 1, or more than one county outside the metropolitan transportation area acting under a joint powers agreement, may by resolution of the county board, or each of the county boards, following a public hearing impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.

Subd. 2. **Allocation; termination.** The proceeds of the taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program under section 174.40; or (4) payment of transit operating costs. The transportation or transit project or improvement must be designated by the board of the county, or more than one county acting under a joint powers agreement. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

Subd. 3. **Administration, collection, enforcement.** The administration, collection, and enforcement provisions in section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

**History:** 2008 c 152 art 4 s 3; 2009 c 88 art 8 s 4; 2013 c 117 art 3 s 25,26

**DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE**

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**Review Of Comprehensive Plan Scientific Mail Survey**

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Meeting Date: 1/10/2017  
 Item Type: Regular-Information  
 Division: Physical Development  
 Department: Physical Development Administration  
 Contact: Chatfield, Kurt  
 Contact Phone: (952) 891-7022  
 Prepared by: Chatfield, Kurt

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: County Gov't That Leads the Way  
 Public Engagement Level: Level 3 - Involve

**PURPOSE/ACTION REQUESTED**

Review Comprehensive Plan Scientific Mail Survey.

**SUMMARY**

Dakota County is required to periodically update its Comprehensive Plan as required by the Metropolitan Land Use Planning Act (Minn. Stat. § 473). On September 17, 2015, the Metropolitan Council issued a System Statement for Dakota County. The System Statement triggers a community's obligation to review and, as necessary, amend its comprehensive plan. Dakota County's Comprehensive Plan will need to be consistent with Thrive MSP 2040, the regional vision and policy document adopted by the Metropolitan Council. Dakota County's Comprehensive Plan update is due to the Metropolitan Council on December 31, 2018, following a six-month review period by local communities.

On July 19, 2016, the Dakota County Physical Development Committee discussed the County Comprehensive Plan Update, including the use of a consultant to conduct a scientific survey of Dakota County residents. Staff has since selected the University of Minnesota as the survey consultant because of their extensive experience conducting surveys and their high response rates.

The University of Minnesota proposes to use a scientific mail survey, which is a statistically valid method using a sample of households to collect objective data of Dakota County's residents as a whole. The purpose of the survey is to ask County residents about the most important issues facing Dakota County over the next 20 years. The survey covers topics such as transportation, transit, environment, parks and open space, land development, employment opportunities, tax tolerance, and the general health and welfare of Dakota County's residents. Survey responses will help shape future public engagement and will help the Dakota County Board of Commissioners respond to resident concerns and identify priorities to include in the plan.

Staff from the Physical Development Planning Office is working with staff from the County's Office of Performance and Analysis on the survey. A draft of the proposed survey topics is included in Attachment A.

**RECOMMENDATION**

None.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The approved 2017-2021 Parks Capital Improvement Program includes \$28,500 in the Planning-Parks/Greenways line item to conduct the scientific mail survey.



**Supporting Documents:**

Attachment A: Scientific Mail Survey Draft

**Previous Board Action(s):****RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request

\_\_\_\_\_  
County Manager**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management



## 2040 Comp Plan Survey Questions V8 1-2-17

**DRAFT**

OMS/Minnesota Center for Survey Research  
University of Minnesota  
879 29<sup>th</sup> Avenue SE, Suite 103  
Minneapolis, MN 55414

This survey covers many topics and possibilities for residents and for the County's future work. We won't be able to do all of them, of course, but your responses will be weighed along with everyone else's to get the clearest picture we can of what will benefit the County as a whole. We hope that you will take the time to complete this survey.

Please circle the number that corresponds to the answer closest to your opinion, or write in the information requested. All individual responses will be kept confidential.

Q1. Looking into the future 25 years, how important will each of these factors be to attract people to live in Dakota County, and to retain those who are already here? (Circle one answer for each factor)

	Very important	Somewhat important	Not very important	Not at all important
a. High-paying, professional and technical jobs within the County	1	2	3	4
b. Mixed-use developments where retail services, jobs, restaurants, grocery stores, and housing are all within walking distance	1	2	3	4
c. A mix of housing options	1	2	3	4
d. Affordable housing for all, including older adults and young adults	1	2	3	4
e. Parks and greenways (linear parks with trails)	1	2	3	4
f. Preserved natural areas that provide visual access to open space	1	2	3	4
g. A network of bike and pedestrian trails that connects users to schools, jobs, and other destinations	1	2	3	4
h. Access to transit	1	2	3	4
i. Efficient and safe road network	1	2	3	4
j. Art and cultural experiences	1	2	3	4

- Q2. What do you believe should be the MOST important focus in Dakota County parks over the next 20-25 years? (Circle up to three answers)
- a. Providing high-quality programs and services
  - b. Making it easier to find information about parks and park-related services
  - c. Improving customer service
  - d. Being more visible in communities
  - e. Taking care of existing parks and recreation facilities
  - f. Preserving the natural resources within the parks
  - g. Establishing greenways (paved trails used for recreation and commuting) to connect city and county parks and other population destinations
  - h. Setting aside land for new parks to accommodate future population growth in the County
  - i. Other (Please describe) \_\_\_\_\_

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- Q3. How much you agree or disagree with each of the following statements about the benefits of Dakota County Parks? (Circle one answer for each statement)

<b>Dakota County Parks:</b>	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree
a. Promote physical health and mental well-being.	1	2	3	4
b. Provide opportunities to make social connections and encourage interaction.	1	2	3	4
c. Preserve large areas of open space.	1	2	3	4
d. Manage environmental resources so the parks remain healthy and available for future generations.	1	2	3	4
e. Provide recreational opportunities for people who otherwise can't use parks (such as people who use wheelchairs, walkers, canes or strollers).	1	2	3	4

f. Provide positive nature-based experiences for children and teens.	1	2	3	4
g. Provide recreation and education opportunities for adults in a nature-based setting (age 18 and older).	1	2	3	4
h. Provide new ways for people from other cultures to use Dakota County parks.	1	2	3	4
i. Provide a valuable investment for the community.	1	2	3	4

Q4. In your opinion, should Dakota County take the following actions related to environmental issues? (Circle one answer for each potential action)

	Yes, because it saves money	Yes, if the cost is the same	Yes, even if it costs more	No, this should not be a priority
a. Dakota County should use environmentally safe materials and technology in its new government buildings/renovations.	1	2	3	4
b. Dakota County should build alternative energy sources such as water, wind, and solar to provide power for its government buildings.	1	2	3	4
c. Dakota County should buy vehicles that are more fuel-efficient or that rely on renewable energy to reduce pollution.	1	2	3	4
d. Dakota County should reduce the level of carbon emissions from its buildings.	1	2	3	4
e. Dakota County should purchase energy from local providers.	1	2	3	4



Q5. How important are each of these potential actions related to Dakota County's open spaces and environment? (Circle one answer for each potential action)

	Very important	Somewhat important	Not very important	Not at all important
a. All households in Dakota County should be REQUIRED to recycle materials such as cans, glass, paper, etc.	1	2	3	4
b. All households in Dakota County should be REQUIRED to recycle organics, such as food waste.	1	2	3	4
c. Drinking water quality in cities is protected by the MN Health Dept. Dakota County should find new ways to protect drinking water quality in RURAL areas.	1	2	3	4
d. Dakota County should continue to protect lakes, rivers, and streams from pollution caused by development.	1	2	3	4
e. Dakota County should help cities pay to clean up contaminated privately-owned land, so it can be returned to the tax base.	1	2	3	4
f. In recent decades, Dakota County has seen both more FREQUENT and more SEVERE summer storms than ever before. Dakota County should invest in strategies to reduce the effects of floods.	1	2	3	4

Q6. How much do you agree or disagree with each of these statements about transportation? (Circle one answer for each statement)

	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree
a. Dakota County doesn't own/operate any transit systems, but should continue to support and promote more transit options.	1	2	3	4
b. Cities control land use, so Dakota County should support and encourage cities to plan more transit-friendly developments (such as apartments, condos, and retail uses) near transit stations.	1	2	3	4
c. Dakota County should invest more in facilities to make transit easier, such as bus pull-outs and bus shelters.	1	2	3	4
d. Dakota County should invest more in trails, sidewalks, and bike lanes for bicyclists and pedestrians.	1	2	3	4
e. Dakota County should invest more <del>in</del> to expand existing county highways to reduce congestion.	1	2	3	4
f. Dakota County should work with cities and townships to preserve future highway corridors to accommodate growth and development.	1	2	3	4
g. Dakota County should invest more to maintain the current condition of County roads.	1	2	3	4
h. Dakota County should invest more to make County roads safer.	1	2	3	4

Q7. Which of these reflects your view about the most appropriate role for Dakota County in adopting new technology in transportation, such as self-driving cars or vehicle re-charging stations? (Circle one answer)

1. Dakota County should be among the EARLY adopters of new technology that could improve safety and efficiency.
2. Dakota County should be in the MIDDLE OF THE ROAD, adopting new technology only after wide-spread research is complete.
3. Dakota County should be among the LAST to adopt new technology in transportation, allowing other cities or counties to work out all the problems first.

Q8. Dakota County uses a variety of sources to pay for roads, bridges, trails, and transit, but the demand exceeds the supply of funds. Which of these tax options should be INCREASED to improve transportation in the County? (Circle one answer)

1. Taxes paid by USERS of the transportation system, such as taxes on gas, license tabs, car/truck purchases, transit fares, or other user fees
2. Sales taxes paid by EVERYONE who buys goods or services in the County
3. Property taxes paid by EVERYONE who owns residential or commercial/industrial property in the County
4. Do not increase ANY taxes to pay for roads, bridges, trails, or transit in Dakota County

Q9. Many state and local governments are beginning to think about how self-driving vehicles could/may change the way roads are designed. How likely is it that you or your family will be getting around in a self-driving vehicle within the next 20 years? (Circle one answer)

- |                    |                      |
|--------------------|----------------------|
| 1. Very likely     | 2. Somewhat likely   |
| 3. Not very likely | 4. Not at all likely |

1. Yes                      2. No

		Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree
a.	Dakota County should build more affordable housing for seniors (age 55+).	1	2	3	4
b.	Dakota County should build more affordable housing for families.	1	2	3	4
c.	Dakota County should provide SOME of the funds needed by private developers to build affordable housing for SENIORS.	1	2	3	4
d.	Dakota County should provide SOME of the funds needed by private developers to build affordable housing for LOW-INCOME FAMILIES.	1	2	3	4
e.	We don't need more affordable housing in Dakota County.	1	2	3	4

1. Build affordable housing in compact, walkable areas close to services, jobs, and transit stops
2. Build affordable housing wherever suitable and available sites are found in communities

Q13. Almost 60% of adults in Dakota County in 2013 were either overweight or obese, and the way communities are designed can contribute to obesity. In addition, many people face significant barriers to getting healthy food, which also contributes to obesity.

Which of these barriers prevent you from getting healthy food? (Circle one answer for each potential barrier)

	Yes	No
a. Inadequate selection, or the store doesn't carry the food you want to buy	1	2
b. Prices are too high	1	2
c. Store hours are not convenient for you/your family	1	2
d. Transportation issues, or you can't get to the stores you prefer to use	1	2

Q14. How much do you agree or disagree with each of the following statements? (Circle one answer for each statement)

	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree
a. Dakota County should collaborate with cities to combine housing and goods/ services with walkable streets to make walking a part of daily life.	1	2	3	4
b. Dakota County should locate community gardens in County-owned parks, housing, libraries, and other facilities.	1	2	3	4



d.	Dakota County should use financial incentives to locate grocery stores in areas with limited access to healthy food.	1	2	3	4
e.	Dakota County should study and promote new ways to protect local production of healthy food.	1	2	3	4

Q15. From 2010 to 2030, the number of people age 65 and older is projected to more than triple in Dakota County. To address the needs of an aging population, how much do you agree or disagree with each of the following statements? (Circle one answer for each statement)

		Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree
a.	Dakota County should ensure there are a variety of affordable housing options in communities, such as single family homes, apartments, condominiums, assisted living, etc.	1	2	3	4
b.					
c.	Dakota County should improve transportation options to accommodate older adults.	1	2	3	4
d.	Dakota County should provide support services (such as chores, routine maintenance, or respite care) so that help older adults can stay in their homes longer.	1	2	3	4
e.	Dakota County should provide property tax relief to low-income older adults to help them stay in their homes.	1	2	3	4

Q16. Like Minnesota overall, Dakota County is becoming more racially diverse. By 2035, demographers expect 28% of the Dakota County population will be People of Color. Minnesota has some of the highest inequalities in the nation between people who are White and People of Color for measures such as education, employment, income and health. Should Dakota County identify options to address these inequalities? (Circle one answer)

1. Yes

2. No

Q17. How should Dakota County provide better internet access for County residents?  
(Circle one answer for each statement)

Yes

No

- a. Dakota County should use public funds to buy down the cost of providing internet access to low-income families, so they have better educational and occupational opportunities.

1

2

- b. Dakota County should collaborate with schools, cities, and townships to jointly provide a fiber-optic network countywide to improve internet access and reliability.

1

2

- c. Dakota County should provide free internet access at all County-owned parks, libraries, housing, service centers, and other facilities.

1

2

Q18. And finally: New technologies, innovation, and changing human behavior continually change how communities develop. As you look 20 years into the future, what new or emerging ideas do you think should be considered as part of the Dakota County comprehensive plan?

---

*Please answer the following questions about yourself. This information will be used only to compare people's answers. It will not be used to identify you in any way.*

Q19. In what year were you born?

\_\_\_\_ \_

Q20. Are you male or female? (Circle one answer)

1. Male                      2. Female

Q21. Do you own or rent the place you live? (Circle one answer)

1. Own                      2. Rent

Q22. What type of housing do you live in? (Circle one answer)

1. Single family home  
2. Townhouse or condominium  
3. Duplex or 2 unit building  
4. Apartment building  
5. Mobile home  
6. Other (Please describe) \_\_\_\_\_

Q23. How many years have you lived in Dakota County?

# OF YEARS: \_\_\_\_ \_

Q24. Which of the following best describes that part of Dakota County that you live in? (Circle one answer)

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| 1. Apple Valley                     | 2. Burnsville                      |
| 3. Eagan                            | 4. South St. Paul or West St. Paul |
| 5. Farmington or Hastings           | 6. Inver Grove Heights             |
| 7. Rosemount                        | 8. Lakeville                       |
| 9. Mendota Hts, Mendota, Sunfish Lk |                                    |
| 10. Any rural city or township      |                                    |

Q25. What is the highest level of school you have completed? (Circle one answer)

1. Did not receive a high school diploma
2. High school graduate
3. Technical school graduate
4. Associate degree
5. Some college
6. College graduate or higher degree
7. Other (Please describe) \_\_\_\_\_

Q26. How many people are living in your household now, including yourself?

# OF PEOPLE: \_\_\_\_\_

Q27. How many of the people in your household are in each of the following age categories?

- a. Under 18 years old \_\_\_\_\_
- b. 18 to 64 years old \_\_\_\_\_
- c. 65 or older \_\_\_\_\_

Q28. What race or ethnicity do you consider yourself? (Circle one answer)

1. White/Caucasian
2. Hispanic/Latino
3. Black/African American
4. Asian or Pacific Islander
5. American Indian or Alaska Native
6. Other or multi-racial (Please describe) \_\_\_\_\_

Q29. What language do you usually speak at home? (Circle one answer)

1. English
2. Spanish
3. Other (Please describe) \_\_\_\_\_

Q30. What was your total household income in 2016, before taxes?

(Circle one answer)

1. Less than \$30,000
2. \$30,000 to \$49,999
3. \$50,000 to \$74,999
4. \$75,000 to \$99,999
5. \$100,000 to \$149,999
6. \$150,000 to \$199,999
7. \$200,000 or more

-150-

**Thank you very much for your help with the survey.**

*Please return your completed survey in the postage-paid envelope provided to:*

OMS/Minnesota Center for Survey Research  
University of Minnesota  
879 29<sup>th</sup> Avenue SE, Suite 103  
Minneapolis, MN 55414



## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

## Update On Progress Toward 2015 Greenhouse Gas Reduction Goals

Meeting Date: 1/10/2017  
 Item Type: Regular-Information  
 Division: Physical Development  
 Department: Operations Management  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004, (651) 438-4416  
 Prepared by: Hoopingarner, Taud

Fiscal/FTE Impact:  
☒ None ☐ Other  
☐ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: County Gov't That Leads the Way

**PURPOSE/ACTION REQUESTED**

Provide an update on County progress against 2015 Greenhouse Gas Reduction Goals.

**SUMMARY**

In September 2009, Dakota County prepared an "Energy Efficiency and Greenhouse Gas Emissions Reduction Report." The report contains internal and external recommendations for the reduction of greenhouse gas (GHG) emissions. Later that year, the Dakota County Board of Commissioners formally adopted the goals for emission reductions with Resolution No. 09-526. The resolution states that Dakota County will target a 15 percent reduction in governmental operations' GHG emissions by 2015. The 15 percent reduction was to be measured against a baseline emissions inventory for governmental operations from 2005. Eight strategies in the 2009 report were intended to achieve the 15 percent emissions reduction. Below is a brief summary of progress made in achieving each of those strategies:

	Strategy	Result	Status
1	Increase employee recycling by 15%	19% increase	Achieved
2	Increase Annual Fuel Efficiency by 10% per Vehicle Class	Annual improvements up to 40.5%	Achieved
3	Promote employee transit	Not pursued	Not Achieved
4	Harvest 40-acres of Biomass production for cellulosic biofuel	Unable to implement	Not Achieved
5	Implement an Environmentally Preferred Purchasing Policy	Several improvements implemented	Achieved
6	Implement Energy Efficiency Conservation Block Grant (EECBG) Projects	Five target activities completed	Achieved
7	Improve total building energy efficiency by 10% (non-parks buildings)	16.26% efficiency improvement	Achieved
8	Build a 1 megawatt wind turbine	Unable to implement	Not Achieved

Dakota County's overall progress toward the 2015 GHG reduction goal is summarized below.

	2005 CO <sub>2</sub> Emissions (metric tons)	2015 CO <sub>2</sub> Emissions (metric tons)	Percent Reduction
Vehicles	2,687	1,770	34.1%
Buildings	12,525	11,617	7.3%
<b>TOTALS</b>	<b>15,212</b>	<b>13,387</b>	<b>12.0%</b>

The ten year reduction in building generated Carbon Dioxide (CO<sub>2</sub>) was accomplished in spite of Dakota County adding 10.8 percent in building square feet. The newly built areas are more energy efficient and have reduced Dakota County's building CO<sub>2</sub> pounds per square foot by 16.26 percent. Although the measurable amounts of GHG emissions reflect a 12 percent decrease from 2005 to 2015, unmeasurable gains in the areas of park buildings, employee recycling, and the purchase of 100 percent recycled paper likely result in an actual decrease closer to the 15 percent goal.

**RECOMMENDATION**

Information only. Staff is evaluating new targets and opportunities for continued efforts to reduce GHG emissions.

**EXPLANATION OF FISCAL/FTE IMPACTS**

GHG reduction actions have resulted in lower County utility and other operating costs.

**Supporting Documents:**

Attachment A: GHG Emission Status Report

**Previous Board Action(s):**

09-526; 10/20/09

**RESOLUTION**

Information only; no action requested.

**County Manager's Comments:**

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☒ Reviewed---Information Only
- ☐ Submitted at Commissioner Request

\_\_\_\_\_  
County Manager**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☒ Facilities Management

2016

## Dakota County Office of Performance and Analysis

DRAFT

# Operations Management

## Greenhouse Gas (GHG) Emission Status Report

October 2016

**DRAFT**

As of 10-31-2016



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**Dakota County Board of Commissioners:**

Mike Slavik, *District 1*

Kathleen A. Gaylord, *District 2*

Thomas A. Egan, *District 3*

Nancy Schouweiler, *District 4*

Liz Workman, *District 5*

Mary Liz Holberg, *District 6*

Chris Gerlach, *District 7*

**Dakota County Manager:**

Matt Smith

**This report was prepared for:**

Taud Hoopingarner, Operations Management Director

**This report was prepared by:**

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**Dakota County Office of Performance and Analysis**

Dakota County Administration Center

1590 Highway 55

Hastings, Minnesota 55033-2372

***Bridging today and tomorrow with planning and analysis to improve residents' lives and their government.***

**This report was prepared with input and assistance from the following individuals:**

Jerry Berge, Facilities Management  
Lisa Beskau, Financial Services  
Renee Burman, Environmental Resources  
Tom Burrows, Capital Projects  
Georg Fischer, Environmental Resources  
Lori Frekot, Environmental Resources  
Nancy Hohbach, Employee Relations  
Debra Lesmeister, Financial Services  
Mike Lexvold, Facilities Management  
Caroline McFadden, Environmental Resources  
Jessie Parker Carlson, OPA  
Joshua Petersen, Environmental Resources  
Kevin Schlangen, Fleet Management  
Lenny Schmitz, Financial Services  
Kristi Sebastian, Transportation  
Paul Sikorski, Financial Services

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## EXECUTIVE SUMMARY

### Strategies

In the 2009 Dakota County “Energy Efficiency and Greenhouse Gas Emissions Reduction Report,” eight strategies were identified for the reduction of greenhouse gases (GHG). Below is a brief summary of progress made in achieving each of those strategies.

	Strategy	Result	Status
1	Increase employee recycling by 15%	19% increase	Achieved
2	Increase Annual Fuel Efficiency by 10% per Vehicle Class	Annual improvements up to 40.5%	Achieved
3	Promote employee transit	Not pursued	Not Achieved
4	Harvest 40-acres of Biomass production for cellulosic biofuel	Unable to implement	Not Achieved
5	Implement an Environmentally Preferred Purchasing Policy	Several improvements implemented	Achieved
6	Implement Energy Efficiency Conservation Block Grant (EECBG) Projects	Five target activities completed	Achieved
7	Improve total building energy efficiency by 10% (non-parks buildings)	16.26% efficiency improvement	Achieved
8	Build a 1 megawatt wind turbine	Unable to implement	Not Achieved

### Overall

The 2009 report recommends adoption of a reduction target, where 2015 GHG levels will be 15% below 2005 levels. The Dakota County Board of Commissioners formally adopted the 15% reduction target with Resolution #09-526.

Dakota County’s overall progress toward the 2015 GHG reduction goal is summarized below.

	2005 CO <sub>2</sub> Emissions (metric tons)	2015 CO <sub>2</sub> Emissions (metric tons)	Percent Reduction
Vehicles	2,687	1,770	34.1%
Buildings	12,525	11,617	7.3%
<b>TOTALS</b>	<b>15,212</b>	<b>13,387</b>	<b>12.0%</b>

The 10 year reduction in building generated CO<sub>2</sub> was accomplished in spite of Dakota County adding 10.8% in building square feet. The newly built areas are more energy efficient and have reduced Dakota County’s building CO<sub>2</sub> pounds per square foot by 16.26%.

Although the measurable amounts of GHG emissions reflect a 12% decrease from 2005 to 2015, unmeasurable gains in the areas of park buildings, employee recycling, and the purchase of 100% recycled paper likely result in an actual decrease closer to the 15% goal.

Should the Dakota County Board of Commissioners elect to set future emission reduction goals, Dakota County will face the challenge of considering reduction strategies that are both energy efficient, as well as economical.



## INTRODUCTION

In September 2009, Dakota County prepared an “Energy Efficiency and Greenhouse Gas Emissions Reduction Report.” The report contains internal and external recommendations for the reduction of greenhouse gas (GHG) emissions. Later that year, the Dakota County Board of Commissioners formally adopted the report’s target emission reductions with Resolution #09-526. The resolution indicates that Dakota County will target a 15% reduction in governmental operations GHG emissions by 2015. The 15% reduction was to be measured against a baseline emissions inventory for governmental operations from 2005. Eight strategies in the 2009 report are intended to achieve the 15% emissions reduction. This report provides a summary of progress Dakota County has made in accomplishing the 2009 report’s strategies, as well as achieving the overall 15% emissions reduction utilizing 2015 data.

The eight strategies in the 2009 report are summarized as follows:

- 1) Increase employee recycling by 15%.
- 2) Increase Annual Fuel Efficiency by 10% per Vehicle Class.
- 3) Promote employee transit.
- 4) Harvest 40-acres of Biomass production for cellulosic biofuel.
- 5) Implement an Environmentally Preferred Purchasing Policy.
- 6) Implement Energy Efficiency Conservation Block Grant (EECBG) Projects.
- 7) Improve total building energy efficiency by 10% (non-parks buildings).
- 8) Build a 1 megawatt wind turbine.

This report can be utilized to review progress should the Dakota County Board of Commissioners elect to set future GHG emission reduction goals and strategies.

## 2009 REPORT RECOMMENDED STRATEGIES

### 1) Increase employee recycling by 15%

Reliable employee recycling data has only been available since 2008. The internal recycling rate, which is the recycling rate of all County buildings, has risen dramatically in the past few years, from 27% in 2008 to 46% in 2015. This can be attributed to implementing single stream recycling, organics recycling, book recycling, expanding recycling infrastructure to public areas such as county parks, and continuously providing employee education on recycling.

### 2) Increase Annual Fuel Efficiency by 10% per Vehicle Class

Due to the lack of data, 2009 is the first year that an entire year of data for the County fleet is available. As a result, six years of data are available for evaluating fleet classification mile-per-gallon (MPG) fuel improvement. From 2009 to 2015, only one year had a MPG improvement less than the 10% goal.<sup>1</sup> The other five years ranged from a 10.9% improvement to 40.5%.

One challenge facing a continual improvement in overall fleet MPG is the gradual improvement of fleet MPG performance. As vehicles are replaced with more fuel efficient models, future improvements will be less dramatic. Since 2010, over 49% of the county's fleet has been replaced. This has made it more challenging to achieve MPG increases in subsequent years.

In 2015, Dakota County's fleet totaled 237 vehicles, including the following 137 alternative fuel vehicles.

- 3 hybrid electric pickups
- 16 hybrid electric sedans
- 2 extended range electric sedans
- 7 electric off-road utility low speed
- 23 B20 compatible diesel trucks
- 86 E85 compatible vehicles

Two other measurements also reflect emissions progress within fleet.

1) GHG Emissions by Dakota County vehicles – Over the past 10 years, Dakota County has reduced the GHG emissions from its vehicles by 34.1% (2,687 metric tons in 2005 to 1,770 metric tons in 2015).

2) Improvement in the average fleet MPG – Average miles per gallon (MPG) of county fleet vehicles has increased by 31% (9.69 MPG in 2005 to 12.70 MPG in 2015).

Appendix A details the annual improvement of new vehicle MPG in Dakota County from 2009 to 2015.

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<sup>1</sup> 2013-2014 a number of trucks were replaced with larger models (6 snow plows were replaced that year). As a result, their lower percentage MPG increase (-9.76%) contributed in reducing that year's entire fleet vehicle performance.

### **3) Promote employee transit use**

Staff suggested in the 2009 report that Dakota County should subsidize 40% of the cost of a transit pass for County employees to move 2% of employees from an auto commute to a transit commute. The environmental impact of this strategy was projected to avoid emitting 25 metric tons of GHG emissions. OPA staff reviewed this strategy with relevant staff and learned that they are not aware of any action that has been taken on this strategy. Since the development of the Energy Policy Report, there have been transit improvements (the Red Line) in the County; however, there are no data available to show how or if employees take advantage of the transit improvement.

### **4) Harvest 40-acres of Biomass production for cellulosic biofuel**

This concept from 2009 would have utilized 40 acres of County-owned land for the planting of a mixture of prairie grasses appropriate for biofuel production. Upon maturity, the area would have been harvested for ethanol production to be handled by an outside processor. The fuel was also intended for use within Dakota County vehicles that are able to run on E-85.

Dakota County was unable to implement this strategy due to a lack of processing capacity for the conversion of prairie grasses to fuel. As of July 2016, all but one of the 22 ethanol plants in Minnesota use corn as their exclusive feedstock. The remaining plant uses cheese whey. Only six of the 216 ethanol biorefineries in the United States process cellulosic biofuel (2.7%). The closest is located 200 miles south in Iowa.<sup>2</sup>

Due to the lack of production opportunities, the 40 acres of land was eventually leased for other uses.

### **5) Implement an Environmentally Preferred Purchasing Policy**

This strategy has been addressed in a variety of ways, although the most significant progress is anticipated to take place later in 2016. Enhancements to Dakota County's purchasing policy will address and formalize many aspects of the proposed Environmentally Preferred Purchasing Policy. Specifically, the proposed policy includes the following environmental features.

- 1) Purchasing Policy 2740 – incorporates the 100% recycled paper requirement, statutory obligations for purchase of recycled content materials, and adds language for environmental procurement for goods and services.
- 2) Meals and Refreshments for County Meetings and Functions 1560 – incorporates the new compostable tableware standards.

In 2015, Dakota County implemented a requirement that departmental purchases of standard letter copy paper must increase their recycled content from 30% to 100%. Dakota County is the first known county in the State of Minnesota to adopt the 100% recycled paper requirement for internal operations. All other non-standard paper purchases must contain 30% post-consumer content. As a whole, Dakota County utilizes 51.5 tons of paper per year. The switch to 100% postconsumer content eliminates the production of 74,568 pounds of GHG emissions per year.<sup>3</sup> Dakota County also requires the use of remanufactured printer cartridges.

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<sup>2</sup> Source: Renewable Fuels Association ([www.ethanolrfa.org](http://www.ethanolrfa.org)).

<sup>3</sup> Source: Environmental Paper Network ([www.environmentalpaper.org](http://www.environmentalpaper.org)).

In 2016, Dakota County approved a new standard for the purchase of only compostable tableware (plates, cups, bowls, and utensils) at Dakota County sponsored meetings and events in Dakota County owned buildings. This change came in response to feedback from the commercial compost facility indicating that plastics are the number one contaminate in the organics stream.

One other environmental purchasing endeavor pursued by Dakota County took place in 2015, when the Facilities Management housekeeping contract for 2016-2018 janitorial services was revised to incorporate use of environmentally preferable products.

#### **6) Implement Energy Efficiency Conservation Block Grant (EECBG) Projects**

Dakota County has successfully applied the EECBG fund (\$658,000) to complete the five target activities that were identified in the 2009 report. These improvements were completed at the end of 2011. A table showing the schedule of final expenditures for EECBG activities is included within Appendix B.

According to the 2009 report, these improvements help Dakota County avoid 423 metric tons of GHG emissions.

#### **7) Improve total building energy efficiency by 10% (non-park buildings)**

In the 2009 Dakota County Energy Efficiency report, one strategy was to improve total building energy efficiency by 10% for non-park buildings. Considering that county buildings account for 68.6% of Dakota County's CO<sub>2</sub> emissions,<sup>4</sup> the pursuit of building energy efficiency is the most crucial factor in the accomplishment of Dakota County goals.

In 2005, Dakota County's non-park buildings generated 20.79 pounds of CO<sub>2</sub> per square foot. In 2015, this measure of GHG efficiency was 17.41 pounds of CO<sub>2</sub> per square foot. As a result from 2005 to 2015, building efficiency improved 16.26%.

As a policy, Dakota County has approached increased energy efficiency through a general replacement cycle, where savings are achieved through the replacement of heating and air conditioning systems, as well as building lighting. This approach is an extension of the philosophy that discarding functional equipment does not make economic sense, but scheduled replacement with more energy efficient versions results in energy savings at a time when the equipment or facilities would be naturally replaced.

Building energy efficiency was also accomplished through the addition of more energy efficient square footage within new facilities such as the Dakota Communications Center (DCC), Robert Trail Library, and Empire East Storage Facility, as well as significant upgrades to the Inver Glen and Burnhaven libraries.

#### **8) Build a 1 megawatt wind turbine**

Due to a number of constraints, the proposed 1 megawatt wind turbine was not installed on county-owned land. The two main constraints included difficulty securing a permit for the wind turbine and the height of the wind turbine. It was too tall for the proposed location and it would have been 20 feet taller than the existing radio tower on the ADC campus.

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<sup>4</sup> Source: 2009 Dakota County "Energy Efficiency and Greenhouse Gas Emissions Reduction Report."

## STATE OF MINNESOTA BENCHMARK

OPA staff conducted online searches for Minnesota data that can be used to compare with Dakota County's in an effort to reduce GHG emissions. OPA staff could not find quantitative data to compare progress made between Dakota County and Minnesota in reducing GHG emissions. However, according to the 2016 Minnesota Environmental Quality Board report "Climate Solutions and Economic Opportunities" Minnesota did not meet the 2015 GHG emission target (15% reduction from 2005).<sup>5</sup>

It is worth noting that Minnesota's measurements are based upon GHG emissions from all sources within the state (industrial, transportation, governmental, etc.), while Dakota County's measurements are based exclusively on Dakota County's organizational operations. The State of Minnesota also established GHG emission reduction goals of 30% by 2025 and 80% by 2050, whereas Dakota County had the single target reduction of 15% by 2015. Should the Dakota County Board of Commissioners elect to set future emission reduction goals, Dakota County's future goals would be established at that time.

## CONCLUSIONS

Over the past 10 years, many high impact and scheduled activities have taken place. These items include scheduled vehicle replacements with more fuel efficient models. Also, energy improvements to buildings, such as heating and cooling upgrades, took place during recent years. As a result, significant progress has been made toward the 15% reduction by 2015 goal.

	2005 CO <sub>2</sub> Emissions (metric tons) <sup>6</sup>	2015 CO <sub>2</sub> Emissions (metric tons)	Percent Reduction
Vehicles	2,687	1,770	34.1%
Buildings	12,525	11,617	7.3%
<b>TOTALS</b>	<b>15,212</b>	<b>13,387</b>	<b>12.0%</b>

Although the measurable amounts of GHG emissions reflect a 12% decrease from 2005 to 2015, additional gains in the areas of park buildings, employee recycling, the purchase of 100% recycled paper, hydroelectric power, and solar power likely result in an actual decrease closer to the 15% goal.

Identifying GHG reduction strategies that are both energy efficient, as well as economical, will prove to be a challenge for meeting any future reduction goals. Over the months and years to come, Physical Development will be working on potential GHG reduction strategies, which can be considered for inclusion within future Comprehensive Plans.

<sup>5</sup> Climate Solutions and Economic Opportunities: <http://www.environmental-initiative.org/images/files/CSEO/CSEO%20EQB.PDF>

<sup>6</sup> In order to ensure consistency across data, this report utilizes current (2016) calculation standards for 2005 and 2015 data. As a result, differences may exist with 2005 data contained within the original report, which utilizes 2009 calculation standards. Areas that lacked sufficient data for contemporary comparisons of 2005 and 2015 data were not included within this table. Areas impacted include Employee Commutes, Traffic Signals, and Employee Waste.

## APPENDIX A

## Annual Improvement of New Vehicle MPG

Fleet Classification	2010 Vehicles			2011 Vehicles			2012 Vehicles				
	Total	New	Avg % MPG increase of new vehicles <sup>1</sup>	Total	New	Avg % MPG increase of new vehicles	Total	New	Avg % MPG increase of new vehicles		
Sedans Police	34	4	14.56%	34	4	1.25%	34	7	6.69%		
Sedans	26	2	42.38%	27	1	47.36%	28	1	187.65%		
Minivans	23	4	40.49%	24	0		25	1	378.24%		
Full Size Vans	21	1	97.63%	22	0		21	0			
Sport Utility Police	2	1	14.76%	2	0		2	0			
Sport Utility	11	2	45.41%	9	2	19.32%	8	0			
Pickups	61	8	19.44%	63	3	1.48%	68	1	42.45%		
Sport Utility Large	5	3	74.40%	1	0		1	0			
Specialty Body Trucks	33	2	0.39%	36	5	38.44%	33	0			
Snow Plows	25	0		25	0		25	5	-9.50%		
<b>Totals or Averages<sup>2</sup></b>	<b>241</b>	<b>27</b>	<b>32.88%</b>	<b>243</b>	<b>15</b>	<b>19.18%</b>	<b>245</b>	<b>15</b>	<b>40.51%</b>		

Fleet Classification	2013 Vehicles			2014 Vehicles			2015 Vehicles			Total number of new vehicles 2010-15	% of 2015 Fleet
	Total	New	Avg % MPG increase of new vehicles	Total	New	Avg % MPG increase of new vehicles	Total	New	Avg % MPG increase of new vehicles		
Sedans Police	28	8	37.63%	28	0		24	6	-10.03%	29	120.8%
Sedans	30	1	-35.67%	30	2	17.03%	30	2	-5.15%	9	30.0%
Minivans	22	0		22	4	-14.32%	22	2	-17.95%	11	50.0%
Full Size Vans	21	0		21	2	-26.20%	19	3	35.45%	6	31.6%
Sport Utility Police	2	0		2	0		8	1	6.40%	2	25.0%
Sport Utility	12	1	34.59%	12	1	86.36%	11	1	13.03%	7	63.6%
Pickups	64	6	10.65%	64	1	-32.04%	66	8	24.55%	27	40.9%
Sport Utility Large	0	0		0	0		0	0		3	N/A
Specialty Body Trucks	31	2	-47.74%	31	0		32	3	-16.86%	12	37.5%
Snow Plows	25	0		25	6	-9.76%	26	0		11	42.3%
<b>Totals or Averages</b>	<b>235</b>	<b>18</b>	<b>14.91%</b>	<b>235</b>	<b>16</b>	<b>-4.97%</b>	<b>238</b>	<b>26</b>	<b>10.97%</b>	<b>117</b>	<b>49.2%</b>

<sup>1</sup> - To calculate the "Avg % MPG increase of new vehicles," take the average actual MPG of new vehicles and subtract the units being replaced MPG average. The difference in change compared to the units being replaced MPG average is the total.

<sup>2</sup> - Overall "Avg % MPG increase of new vehicles" equals the number of "New Vehicles" within each "Fleet Classification" multiplied by "Avg % MPG increase of new vehicles" for that "Fleet Classification." Add the resulting product for each "Fleet Classification" and divide by the total number of "New vehicles."



## APPENDIX B

## Final Expenditures for EECBG Activities

Applicant Name: Dakota County, MN		Award Number: SC0001772					
<b>Schedule of Final Expenditures</b>							
<b>Section A - Budget Summary</b>							
Grant Program Function or Activity	Catalog of Federal Domestic Assistance Number	Estimated Unobligated Funds		New or Revised Budget			
		Federal	Non-Federal	Federal	Non-Federal		Total
(a)	(b)	(c)	(d)	(e)	(f)		(g)
1.							\$0
2.							\$0
3.							\$0
4.							\$0
5. Totals		\$0	\$0	\$0	\$0		\$0
<b>Section B - Budget Categories</b>							
6. Object Class Categories	Grant Program, Function or Activity					Total	
	(1)Energy Audits	(2) LED Lighting	(3) Water Heater Replacement	(4) Roof Insulation	(5) Wall Insulation		
a. Personnel						\$0	
b. Fringe Benefits						\$0	
c. Travel						\$0	
d. Equipment						\$0	
e. Supplies						\$0	
f. Contractual	\$75,000	\$129,385	\$197,589	\$1,034,400	\$1,404,171	\$2,840,545	
g. Construction						\$0	
h. Other (Administrative)	\$7,500	\$12,939	\$19,759	\$9,240	\$10,417	\$59,855	
i. Total Direct Charges (sum of 6a-6h)	\$82,500	\$142,324	\$217,348	\$1,043,640	\$1,414,588	\$2,900,400	
j. Indirect Charges						\$0	
k. Totals (sum of 6i-6j)	\$82,500	\$142,324	\$217,348	\$1,043,640	\$1,414,588	\$2,900,400	
7. Program Income							
Less: Cost Share				\$942,000	\$1,300,000	\$2,242,000	
<b>Total Federal Funds</b>		\$82,500	\$142,324	\$217,348	\$101,640	\$114,588	<b>\$658,400</b>



## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Authorization To Award Contract With Tetra Tech, Inc. For Engineering Services For Thompson Lake Contaminated Sediment Removal And Stormwater Practice Implementation In City Of West St. Paul**


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Meeting Date: 1/10/2017  
 Item Type: Regular-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004, (651) 438-4416  
 Prepared by: Petersen, Joshua

Fiscal/FTE Impact:  
☐ None ☐ Other  
☒ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Clean and Green Place

**PURPOSE/ACTION REQUESTED**

Authorize execution of a contract with Tetra Tech, Inc. (with Civil Methods, Inc. as subconsultants) to provide engineering consulting services for the Thompson Lake Contaminated Sediment Removal and Stormwater Practice Implementation in the City of West St. Paul, Minnesota.

**SUMMARY**

Thompson Lake is located in and adjacent to Thompson County Park in the City of West St. Paul. The Thompson County Park Master Plan identifies Thompson Lake as a critical resource for the park as it enhances recreational use and provides scenic views within the park. Thompson Lake water quality improvements are identified as a critical long term park goal, with the potential to provide further recreational value and benefit to the region.

Several studies have been conducted on Thompson Lake which identified contamination of the lake with Polycyclic Aromatic Hydrocarbons (PAHs). PAHs are produced by chemicals from now-banned asphalt driveway products. These contaminants have bound to the sediments located throughout the upland, delta and lake bed portions of Thompson Lake. The cleanup of Thompson Lake represents a goal for water quality improvement capital projects that were identified in the 2005 Thompson County Park Master Plan. In December 2015, the Lower Mississippi River Watershed Management Organization (LMRWMO), in conjunction with the City of West St. Paul, received a grant from the Board of Water and Soil Resources Clean Water Fund for cleanup of the stormwater that is being inlet into Thompson Lake. This project will significantly reduce the pollutant loads entering Thompson Lake. The County environmental cleanup project is proposed to work in parallel with the LMRWMO's project timeframe to maximize the water quality improvement and project outcome.

As part of the approved 2017-2021 Parks & Greenway Capital Improvement Program (CIP), staff prepared a Request for Proposal (RFP) to provide engineering consulting services for the design of Thompson Lake contaminant sediment removals and implementation of stormwater practices to improve water quality on the lake. The RFP was advertised, and proposals were received from six consulting firms. The following table illustrates the consulting firms and their proposed fee for service.

<u>Firm</u>	<u>Hours</u>	<u>Fee</u>	<u>Fee/Hour</u>
Anderson Engineering, LLC	824	\$109,025.00	\$132.31
TetraTech / Civil Methods	1,146	\$139,379.56	\$121.62
WSB	1,365	\$165,006.00	\$120.84
EOR	1,591	\$213,503.00	\$134.19
Wenck	1,802	\$232,894.00	\$129.24
HDR	1,037	\$161,887.00	\$156.11

**RECOMMENDATION**

Staff recommends the acceptance of the TetraTech, Inc. (with Civil Methods, Inc. as subconsultants) proposal based upon their qualifications, key personnel, experience and cost in terms of the requirements as outlined in the RFP and cost. Tetra Tech, Inc. will provide the requested services for an amount not to exceed \$139,379.56. Staff anticipates the work will be completed by the end of 2018, however will provide an update to the County Board in late spring of 2017 regarding preliminary engineering and anticipated construction costs.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Sufficient funding is included in the 2017-2021 Parks & Greenway Capital Improvement Program budget. Staff estimated fees for these services at \$324,000. Tetra Tech, Inc. is being recommended for a contract to complete engineering consulting services for the Thompson Lake contaminant sediment removals and implementation of stormwater practices at a cost of \$139,379.56.

## Supporting Documents:

## Previous Board Action(s):

**RESOLUTION**

WHEREAS, the Thompson County Park Master Plan identifies Thompson Lake as a critical resource for the park as it enhances recreational use and provides scenic views within the park; and

WHEREAS, Thompson Lake water quality improvements are identified as a critical long term park goal, with the potential to provide further recreational value and benefit to the region; and

WHEREAS, several studies have been conducted on Thompson Lake and identified contamination of the lake with Polycyclic Aromatic Hydrocarbons which are produced by chemicals from now-banned asphalt driveway products; and

WHEREAS, in December 2015, the Lower Mississippi River Watershed Management Organization, in conjunction with the City of West St. Paul, received a grant from the Board of Water and Soil Resources Clean Water Fund for cleanup of the stormwater that is being inlet into Thompson Lake; and

WHEREAS, the County environmental cleanup project is proposed to work in parallel with the LMRWMO's project timeframe to maximize the water quality improvement and project outcomes; and

WHEREAS, as part of the County Manager's Recommended 2017-2021 Parks & Greenway Capital Improvement Program (CIP), staff prepared a Request for Proposal (RFP) to provide engineering consulting services for the design of Thompson Lake contaminant sediment removals and implementation of stormwater practices to improve water quality on the lake; and

WHEREAS, the RFP was advertised and proposals were received from six consulting firms; and

WHEREAS, Tetra Tech, Inc. is being recommended based upon their qualifications, key personnel, experience, and cost in terms of the requirements as outlined in the RFP and cost; and

WHEREAS, Tetra Tech, Inc. will provide the requested services for an amount not to exceed \$139,379.56; and

WHEREAS, the work is identified in the approved 2017-2021 Parks & Greenway CIP, and the current balance of the CIP is sufficient to cover the cost of the work.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Tetra Tech, Inc. to provide engineering consulting services for Thompson Lake contaminated sediment removal and stormwater practice implementation in the City of West St. Paul in the amount of \$139,379.56, subject to approval by the County Attorney's Office as to form.

**County Manager's Comments:**

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



County Manager

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Authorization To Execute Joint Powers Agreement With City Of West St. Paul And Lower Mississippi River  
Watershed Management Organization For Thompson Lake Contaminant Cleanup And Stormwater  
Management Project**

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Meeting Date: 1/10/2017  
 Item Type: Regular-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004, (651) 438-4416  
 Prepared by: Petersen, Joshua

Fiscal/FTE Impact:  
☐ None ☐ Other  
☒ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Clean and Green Place

**PURPOSE/ACTION REQUESTED**

Authorize execution of a joint powers agreement (JPA) with City of West St. Paul and the Lower Mississippi River Watershed Management Organization (LMRWMO) for Thompson Lake Contaminant Cleanup and Stormwater Management Project (Attachment A).

**SUMMARY**

Thompson Lake is located in Thompson County Park in the City of West St. Paul. The Thompson County Park Master Plan identifies Thompson Lake as a critical resource for the park as it enhances recreational use and provides scenic views within the park. Thompson Lake water quality improvements are identified as a critical long term park goal with the potential to provide further recreational value and benefit to the region.

Several studies have been conducted on Thompson Lake and identified contamination of the lake with Polycyclic Aromatic Hydrocarbons (PAHs). PAHs are produced by chemicals from now-banned asphalt driveway products. These contaminants have bound to the sediments located throughout the upland, delta, and lake bed portions of Thompson Lake (Attachment B). The cleanup of Thompson Lake represents a goal for water quality improvement capital projects that were identified in the 2005 Thompson County Park Master Plan. Removal of the PAH-contaminated sediments in Thompson Lake will improve water quality. This assures that the park recreational service quality is maintained for current and future generations, water based recreation is enhanced, and the ecologic health of the lake is improved.

The clean-up costs for the PAH-contaminated sediments at the inlet and delta components of Thompson Lake are estimated at \$1,300,000. The majority of the costs are related to removal and replacement of 20,000 cubic yards of sediment and proper disposal in accordance with state regulatory requirements. An additional \$720,000 will be allocated to stormwater improvements to reduce future negative impacts to the lake.

In December 2015, the LMRWMO, in conjunction with the City of West St. Paul, received a grant from the Board of Water and Soil Resources Clean Water Fund for cleanup of the stormwater that is being inlet into Thompson Lake. This project will significantly reduce the pollutant loads entering Thompson Lake as Thompson Lake is currently designated as an impaired water for phosphorus by Minnesota Pollution Control Agency. The County environmental cleanup project is proposed to work in parallel with the LMRWMO's project timeframe to maximize the water quality improvement and project outcome.

A JPA with the City and LMRWMO is necessary to outline cost participation and responsibilities for the property access, design, construction, maintenance, and cost sharing responsibilities for the Thompson Lake Contaminant Cleanup and Stormwater Management Project.

**RECOMMENDATION**

Staff recommends execution of a JPA with the City and LMRWMO for the property access, design construction, maintenance, and cost sharing responsibilities of the Thompson Lake Contaminant Cleanup and Stormwater Management Project.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The 2017-2021 Parks & Greenways Capital Improvement Program includes \$2,020,000 for the cleanup of Thompson Lake, of which \$144,000 cost share from the City of West St. Paul and \$576,000 cost share from the LMRWMO which is fully funded by Board of Soil and Water Resources (BWSR) Clean Water Funds. \$1,300,000 in County Environmental Legacy Funds will be allocated toward the cleanup portion of the project. \$720,000 in BWSR Clean Water Grant funding and City of West Saint Paul funds toward the stormwater improvements.

**Supporting Documents:**

Attachment A: Joint Powers Agreement  
Attachment B: Project Map

**Previous Board Action(s):****RESOLUTION**

WHEREAS, the Thompson County Park Master Plan identifies Thompson Lake as a critical resource for the park as it enhances recreational use and provides scenic views within the park; and

WHEREAS, Thompson Lake water quality improvements are identified as a critical long term park goal with the potential to provide further recreational value and benefit to the region; and

WHEREAS, several studies have been conducted on Thompson Lake and identified contamination of the lake with Polycyclic Aromatic Hydrocarbons; and

WHEREAS, the cleanup of Thompson Lake represents a goal for water quality improvement capital projects that were identified in the 2005 Thompson County Park Master Plan; and

WHEREAS, removal of the Polycyclic Aromatic Hydrocarbons contaminated sediments in Thompson Lake will improve water quality; and

WHEREAS, the Lower Mississippi River Watershed Management Organization (LMRWMO), in conjunction with the City of West St. Paul, received a grant from the Board of Water and Soil Resources Clean Water Fund for cleanup of the stormwater that is being inlet into Thompson Lake; and

WHEREAS, this project will significantly reduce the pollutant loads entering Thompson Lake as Thompson Lake is currently designated as an impaired water for phosphorus by Minnesota Pollution Control Agency; and

WHEREAS, the County environmental cleanup project is proposed to work in parallel with the LMRWMO's project timeframe to maximize the water quality improvement and project outcome; and

WHEREAS, a joint powers agreement with the City of West St. Paul and the LMRWMO is necessary to outline cost participation and responsibilities for the property access, design, construction, maintenance, and cost sharing responsibilities of the Thompson Lake Contaminant Cleanup and Stormwater Management Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of West St. Paul and the Lower Mississippi River Watershed Management Organization for the design, property access, construction, maintenance, and cost sharing responsibilities of the Thompson Lake Contaminant Cleanup and Stormwater Management Project, subject to approval by the County Attorney's Office as to form.

**County Manager's Comments:**

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request

**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management



\_\_\_\_\_  
County Manager



**JOINT POWERS AGREEMENT BETWEEN  
DAKOTA COUNTY, THE CITY OF WEST ST. PAUL  
AND THE LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION  
FOR CONTAMINANT CLEANUP AND STORMWATER MANAGEMENT PROJECT**

**PARTIES**

The Parties to this Agreement are Dakota County (County), the City of West St. Paul (City) and the Lower Mississippi Watershed Management Organization (LMRWMO), collectively referred to as “the Parties”.

**RECITALS**

Under Minn. Stat. § 471.59 the Parties are empowered to engage in such agreements as are necessary to exercise their powers. The County and the City are political subdivisions of the State of Minnesota and the LMRWMO is a Watershed Management Organization charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.255 and as otherwise provided by law.

Dakota County owns and operates Thompson County Park (Park) located in the City of West St. Paul, Minnesota, and the Park surrounds its primary natural feature, Thompson Lake (Lake). The Lake has an outlet structure that drains through city stormwater ponds and Kaposia Ravine to the Mississippi River which is within the LMRWMO jurisdiction. The Lake is a Minnesota Department of Natural Resources (MnDNR) protected water. County roads and developed areas have drained directly to the Lake without ponding or treatment since approximately the 1960s. A site map depicting the Lake, the Park boundaries, and the Lake's watershed can be found as Exhibit 1.

As a result of decades of direct drainage of stormwater to the Lake, sediment from runoff has been deposited throughout the Lake and the inlet channel running through the Park. The deposited sediment contains pollutants similar to those found in sediment collected in municipal stormwater ponds, including metals and petroleum based compounds. Among these pollutants are polycyclic aromatic hydrocarbons (PAHs), which have been detected at a concentration above the both Minnesota Department of Health (MDH) ingestion and dermal exposure limits. PAHs are present due to decades long use of coal-tar based asphalt sealant on municipal and household pavement.

The County and City each initiated studies of the extent of contaminated sediment in the Lake in the late 2000s. A 2008 study commissioned by the City focused on sampling of soil and sediment in the inlet to the Lake and sediment delta, while a 2009 study commissioned by the County examined lake bottom sediment and water quality. Collectively, the studies broadly characterize the extent of PAH contaminated sediment.

The LMRWMO produced a feasibility study to address the PAH contamination in the Lake that looked at the potential for removal from the inlet area to accommodate the construction of a wet detention basin or similar stormwater treatment practice. The LMRWMO has included the Lake in its Watershed Restoration and Protection Strategy (WRAPS) and applied for and received Clean Water Fund (CWF) grant funds to construct stormwater practices in the inlet area. The FY 2016 Thompson Lake Water Quality Improvement and WRAPS Implementation CWF Grant Agreement and Work Plan is incorporated herein by reference.

The County wishes to pursue removal of PAH contaminated sediment to minimize the potential for contact between park users and contaminated material. Currently, the Lake is a Group 2 resource, meaning fishing and boating are permitted, but swimming is not encouraged.

The Parties wish to undertake implementation of sediment removal and a Stormwater Management Project (Project) consisting of two separate phases. Phase 1 will remove PAHs on the inlet and delta to the Lake. In Phase 2 stormwater best management practices on the inlet of the Lake will be installed. See Exhibit 2 for a diagram of the planned projects to be completed.

The estimated cost of Phase 1 is \$1,500,000 which will be funded 100% by Dakota County. The estimated cost of Phase 2 is \$720,000. Phase 2 will be funded 80% with CWF monies administered by the LMRWMO to a maximum amount of \$576,000 distributed consistent with the CWF grant work plan. The City and County will collectively fund 20% of Phase 2 to a maximum amount of \$144,000 distributed consistent with the CWF grant work plan, of which \$5,900 will be paid by the County through the County Transportation budget. Phase 2 costs in excess of \$720,000 will be funded in a manner to be agreed upon by all Parties and determined under a separate written agreement.

## **Agreement**

### **1. Term of Agreement**

- 1.1 Effective Date: January 1, 2017, or the date all required signatures, whichever is later are obtained.
- 1.2 Expiration Date: December 31, 2019, or until all obligations have been satisfactorily fulfilled whichever occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 Audits; 11 Government Data Practices; 12 Publicity; 13 Governing Law Jurisdiction and Venue.

### **2. Right of Entry**

- 2.1 The Parties hereby grant to the each other and to the employees, agents and contractors of each of the Parties, access to the property/facilities for the purpose of removing PAH from the Lake and construction of stormwater best management practices.
- 2.2 The Parties hereby grant to each other and the employees, agents and contractors of each other, access to the property and facilities for the purpose of site visits, surveys and examination of possible BMP locations, meetings with consultants or contractors, construction staking, and monitoring of the construction of BMPs at the Park.

### **3. Agreement Among The Parties**

- 3.1 The County will be responsible for administration of all contracts, permitting, and project management tasks associated with completing the work on Phase 1 and Phase 2 for the project. The County must seek input from the LMRWMO and City on all contracts and must also obtain the written approval of the LMRWMO and City before awarding a contract.
- 3.2 The County will hire any necessary agents and contractors to design and construct the stormwater management practices. The County must seek input from the LMRWMO and City on all contracts and construction plan approvals for Phase 1 and 2 of the project and must also obtain approval of the LMRWMO before approving Phase 2 construction plans and Phase 2 change orders.
- 3.3 The LMRWMO will be responsible for the administration of the Board of Soil and Water Clean Water Grant Funding administration tasks including reporting, reimbursement requests, and any other tasks associated with the grant funding.
- 3.4 All parties will coordinate with Saint Croix Lutheran to obtain contract related easements and agreements necessary to complete work on its property.
- 3.5 The City will be responsible for the long term maintenance of the final installation of the best management practices installed as part of Phase 2 for no less than a period of 25 years. Dakota County Natural Resources staff will coordinate any natural resources maintenance in Phase 1 restoration areas that do not contain best management practices.
- 3.6 The Parties will conduct regular meetings (Project Management Team Meetings) with key staff and personnel necessary to complete Phase 1 and Phase 2 of the project.
- 3.7 The Parties will coordinate associated public meetings and public outreach tasks necessary to insure residents, patrons, and members of the watershed are properly informed.

### **4. Funding**

- 4.1 The County will pay the entire cost of contaminant cleanup undertaken in Phase 1 with a current estimated cost of \$1,500,000.
- 4.2 The estimated cost of Phase 2 is \$720,000. Phase 2 will be funded 80% with CWF monies administered by the LMRWMO, the City and County will collectively fund 20% of Phase 2 of which \$5,900 will be paid by the County through the County Transportation budget.

- 4.3 Any changes, variations, modifications, or change orders related to the completion of any project of this Agreement, shall only be valid when they have been reduced to writing and approved by the County's Authorized Representative.

## 5. Funding Payment

- 5.1 The County will administer the contract and act as the paying agent for all contracts for the project. Payments will be made as work progresses. Upon presentation of an itemized claim by one Party to another, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this agreement within 60 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.
- 5.2 City staff time for Phase 1 of the project is not reimbursable. Staff time for Phase 2 of the project is not reimbursable. Labor costs for the County, City and LMRWMO employees shall be considered equal in value for the purposes of this Agreement.

## 6. Authorized Representatives

- a. The County's Authorized Representative is Josh Petersen  
Telephone: (952)-891-7140  
Email: [Joshua.Petersen@co.dakota.mn.us](mailto:Joshua.Petersen@co.dakota.mn.us)
- b. The City's Authorized Representative is Ross Beckwith  
Telephone: (651) 552-4130  
Email: [rbeckwith@wspmn.gov](mailto:rbeckwith@wspmn.gov)
- c. The LMRWMO Authorized Representative is Joe Barten  
Telephone: (651) 480-7784  
Email: [joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us)

## 7. Assignment, Amendments, Waiver and Contract Complete

- 7.1 Assignment. No Party shall assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other two Parties approved by the same individuals who executed and approved this Agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this 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, or their successors in office.
- 7.3 Waiver. If the any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or that Party's right to enforce it.
- 7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the County, City and LMRWMO. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind any Party.

## 8. Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other part's actions and consequences of those actions. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the Parties' liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provision of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits government liability. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

## 9. Audits

The Parties shall retain receipts for and maintain detailed records of all expenses related to this Agreement. When requested by the Board of Soil and Water Resources, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 10. Government Data Practices

The Parties must comply with the Minnesota Government Data Practices Act, Minn.Stat. Ch. 13, as it applies to all data provided under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by any of the Parties.

## 11. Governing Law, Jurisdiction, and Venue

Minnesota Law, without regard to its choice of law provisions governs this Agreement. Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court, with competent jurisdiction in Dakota County, Minnesota.

## 12. Termination

- 12.1 **Termination for Insufficient Funding by County.** The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the City and LMRWMO. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.
- 12.2 **Termination for Insufficient Funding by LMRWMO.** The LMRWMO may immediately terminate this Agreement if it does not obtain CWF funding from the Board of Water and Soil Resources or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the City and County. The LMRWMO is not obligated to pay for any costs of the Project except CWF grant monies..

## 13. 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.

## 14. 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

**DAKOTA COUNTY**

By \_\_\_\_\_  
Nancy Schouweiler or successor, Chair  
Date of Signature: \_\_\_\_\_

**CITY OF WEST ST. PAUL**

By \_\_\_\_\_  
Jenny Halverson, or successor, Mayor  
Date of Signature: \_\_\_\_\_

**CITY OF WEST ST. PAUL**

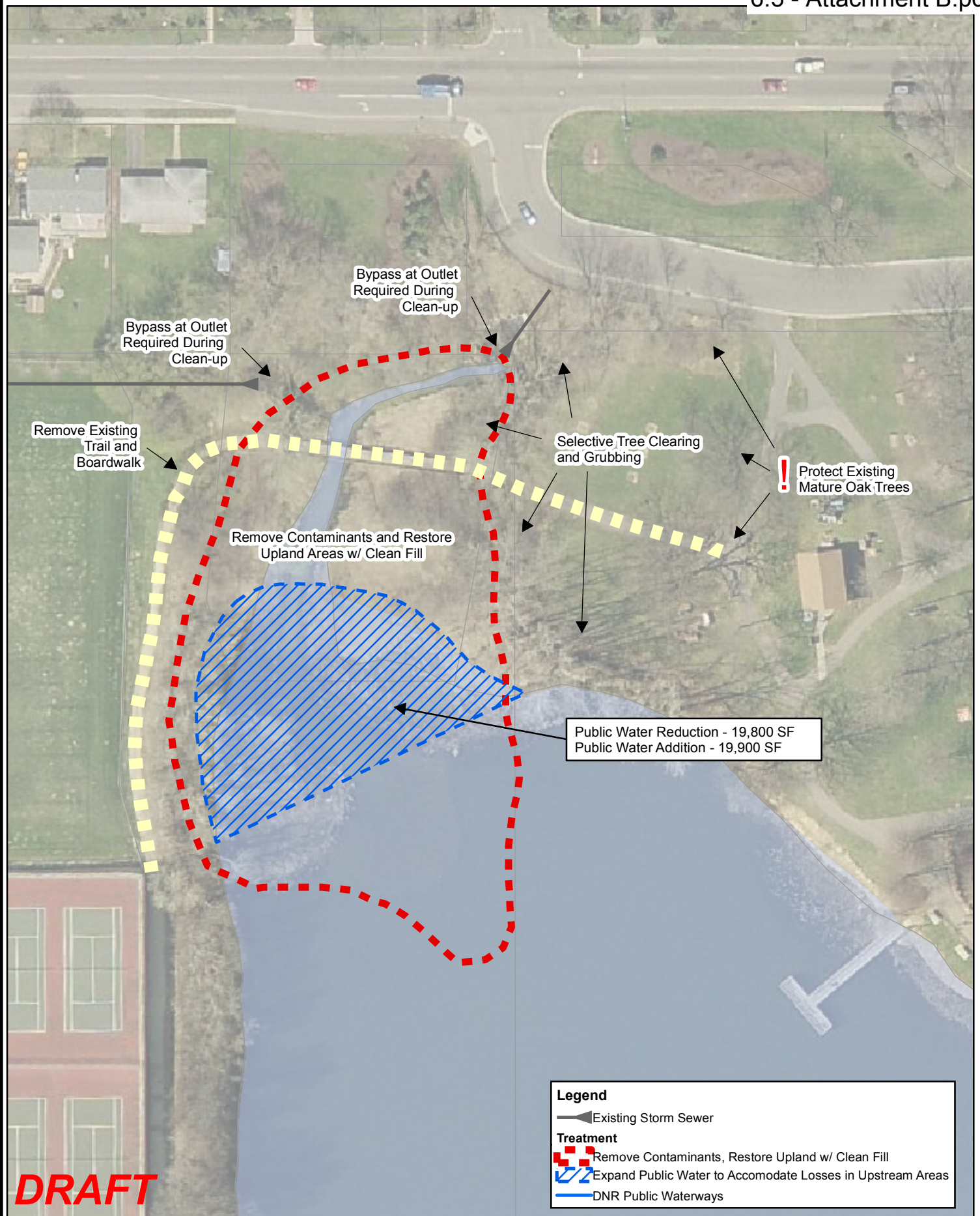
By \_\_\_\_\_  
Matt Fulton, City Manager  
Date of Signature: \_\_\_\_\_

**LOWER MISSISSIPPI RIVER WATERSHED  
MANAGEMENT ORGANIZATION**

By \_\_\_\_\_  
Title \_\_\_\_\_  
  
Signature \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

Helen R. Brosnahan  
Assistant Dakota County Attorney    Date  
County Attorney File No. KS-16-300

**DRAFT**

## Phase 1 - Thompson Lake Contaminant Clean-up

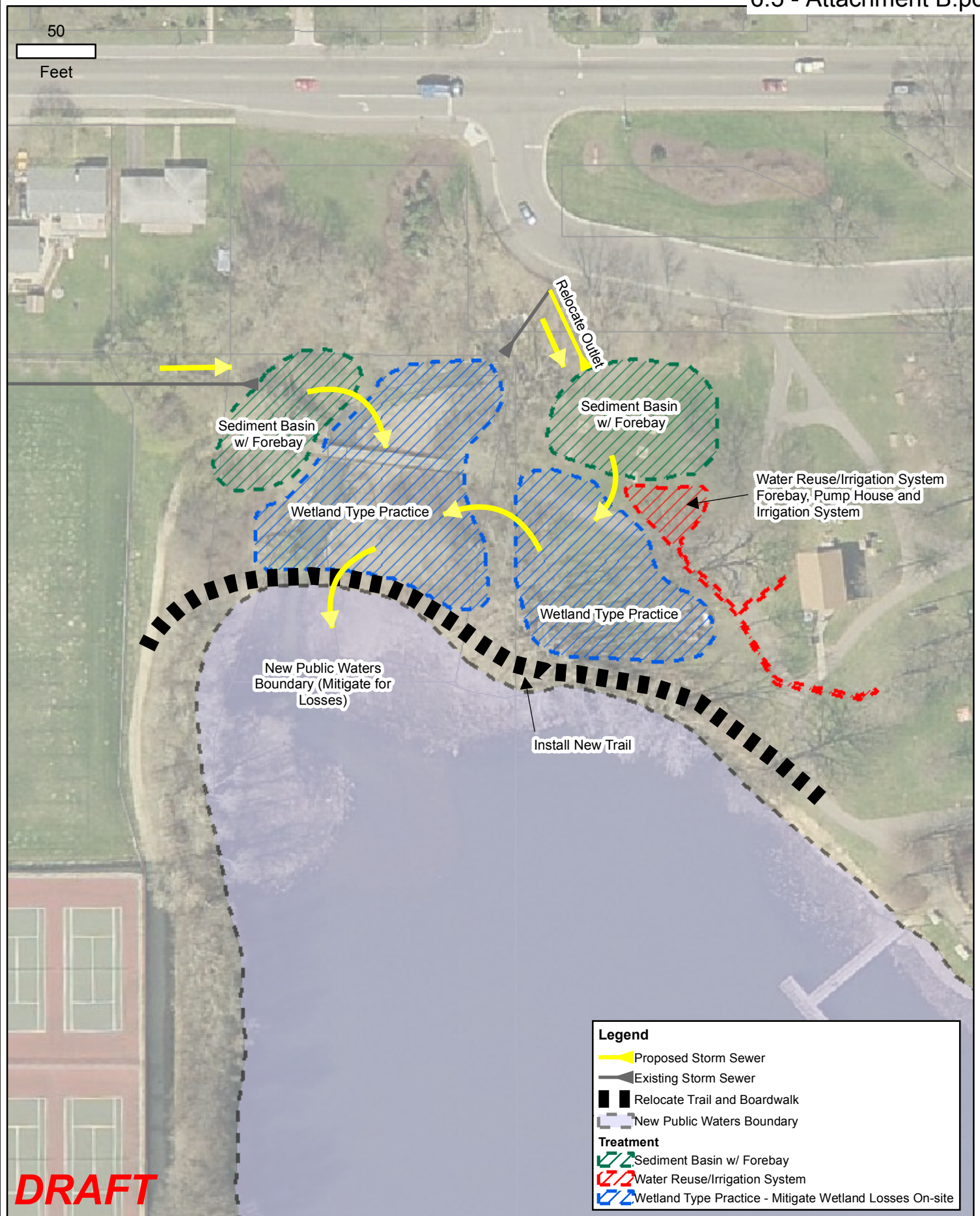
Dakota County Environmental Resources Department

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50  
Feet







**DRAFT**



## Phase 2 - Thompson Lake Stormwater BMP Implementation

Dakota County Environmental Resources Department





## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Award Of Bid And Authorization To Execute Contract With Applied Ecological Services Inc. For Conservation Partners Legacy Grant Project At Miesville Ravine Park Reserve**


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Meeting Date: 1/10/2017  
 Item Type: Regular-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004  
 Prepared by: Vikla, Terry

Fiscal/FTE Impact:  
☐ None ☐ Other  
☐ Current budget ☒ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Clean and Green Place

**PURPOSE/ACTION REQUESTED**

- Award bid and authorize execution of contract with Applied Ecological Services Inc. (AES);
- Amend the 2017 Parks and Greenways Capital Improvement Program (CIP) Budget by \$51,400; and
- Amend the grant with the State by \$51,400.

**SUMMARY**

State Funding Source: The 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails. The Conservation Partners Legacy Program (CPL) was established to restore and enhance habitat and natural resources. The Minnesota Department of Natural Resources (DNR) manages this program; and, in State fiscal year 2016, funding of \$3,692,000 was dedicated to habitat projects within the seven county metropolitan area.

CPL Grant Awarded: On September 8, 2015, the County Board authorized the Physical Development Director to submit a CPL grant application which restores 94 acres of prairie in Miesville Ravine Park Reserve (MRPR) (Resolution No. 15-455) (Attachment A). On November 24, 2015, the DNR awarded CPL funding totaling \$348,600 with a County match of \$39,000 for a total project cost of \$387,600 for restoration. On February 16, 2016, the County Board authorized execution of the DNR grant agreement for the project and approved the use of the 2016 Natural Resources Base Program Budget for a total cost of \$387,600 (Resolution No. 16-009). Restoration work will be completed by June 30, 2019. However, based upon bid results, the total cost of this project needs to be increased by \$56,500 to \$444,100. The DNR has agreed to increase the grant amount by \$51,400, with a County match of 10% (\$5,100) in order to allow the County to proceed with the two restoration projects.

Two CPL Restoration Contracts: The CPL grant is managed under two separate contracts. This County Board request restores 55.5 acres of the total 94 acres of bluff prairie and savanna using conventional restoration techniques, because the land is mildly sloped. The remaining 38.5 acres of excessively steep bluff prairie and savanna restoration will use goats and be considered as a separate contract by the County Board.

Bids For This Request: Nine firms were sent the Request for Bid with five firms responding. The lowest responsible bidder, Applied Ecological Services, bid \$178,970.

<b>Bidder</b>	<b>Bid Amount</b>
Applied Ecological Services Inc.	\$178,970
Wetland Habitat Restorations	\$185,423
Prairie Restorations Inc.	\$206,458
Cardno	\$265,776
Minnesota Native Landscapes Inc.	\$316,228

**RECOMMENDATION**

Staff recommends awarding the bid and authorizing execution of contract with Applied Ecological Services Inc. for \$178,970, amending the 2017 Parks and Greenways CIP Budget by \$51,400 and amending the grant with the State by \$51,400.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The State grant project cost increased \$56,500 from \$387,600 to \$444,100. The DNR has agreed to increase the grant amount by \$51,400 (from \$348,600 to \$400,000) with an additional ten percent County cost share of \$5,100. There is sufficient budget for the County cost share within the approved 2017 Parks Capital Improvement Program-Greenway/Parks/Natural Resources Grant Match budget line item.

**Supporting Documents:**  
Attachment A: Location Map

**Previous Board Action(s):**  
15-455; 9/8/15  
16-009; 2/16/16

## **RESOLUTION**

WHEREAS, the 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails; and

WHEREAS, the Conservation Partners Legacy (CPL) Program was established to restore and enhance habitat and natural resources; and

WHEREAS, the Minnesota Department of Natural Resources (DNR) manages this program; and, in State fiscal year 2016, funding of \$3,692,000 was dedicated to habitat projects within the seven county metropolitan area; and

WHEREAS, on September 8, 2015, the County Board authorized the Physical Development Director to submit a CPL grant application which restores 94 acres of prairie in Miesville Ravine Park Reserve; and

WHEREAS, on November 24, 2015, the DNR awarded CPL funding totaling \$348,600 with a County match of \$39,000 for a total project cost of \$387,600 for restoration; and

WHEREAS, on February 16, 2016, the County Board authorized execution of the DNR grant contract for the project and approved the use of the 2016 Natural Resources Base Program Budget for a total cost of \$387,600; and

WHEREAS, based upon bid results, the total cost of this project needs to be increased by \$56,500 to \$444,100; and

WHEREAS, the DNR has agreed to increase the grant amount by \$51,400, with a County match of 10% (\$5,100) in order to allow the County to proceed with the two restoration contracts; and

WHEREAS, restoration work will be completed by June 30, 2019; and

WHEREAS, the CPL Grant is managed under two separate contracts; and

WHEREAS, this County Board request restores 55.5 acres of the total 94 acres of bluff prairie and savanna using conventional restoration techniques because the land is mildly sloped; and

WHEREAS, the remaining 38.5 acres of excessively steep bluff prairie and savanna restoration will use goats and be considered as a separate contract by the County Board at the January 10, 2017, Physical Development Committee Meeting; and

WHEREAS, nine firms were sent the Request for Bid with five firms responding; and

WHEREAS, the lowest responsible bidder, Applied Ecological Services, bid \$178,970.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Applied Ecological Services Inc. for \$178,970 for Conservation Partners Legacy Grant – Bluff Prairies of Miesville at Miesville Ravine Park Reserve, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to amend the grant with the State by \$51,400; and

BE IT FURTHER RESOLVED, That the 2017 Parks Capital Improvement Program budget is hereby amended as follows:

<b>Expense</b>	
Natural Resources Base Funding (P70003)	<u>\$51,400</u>
<b>Total Expense</b>	<b>\$51,400</b>

**Revenue**

Department of Natural Resources (P70003)

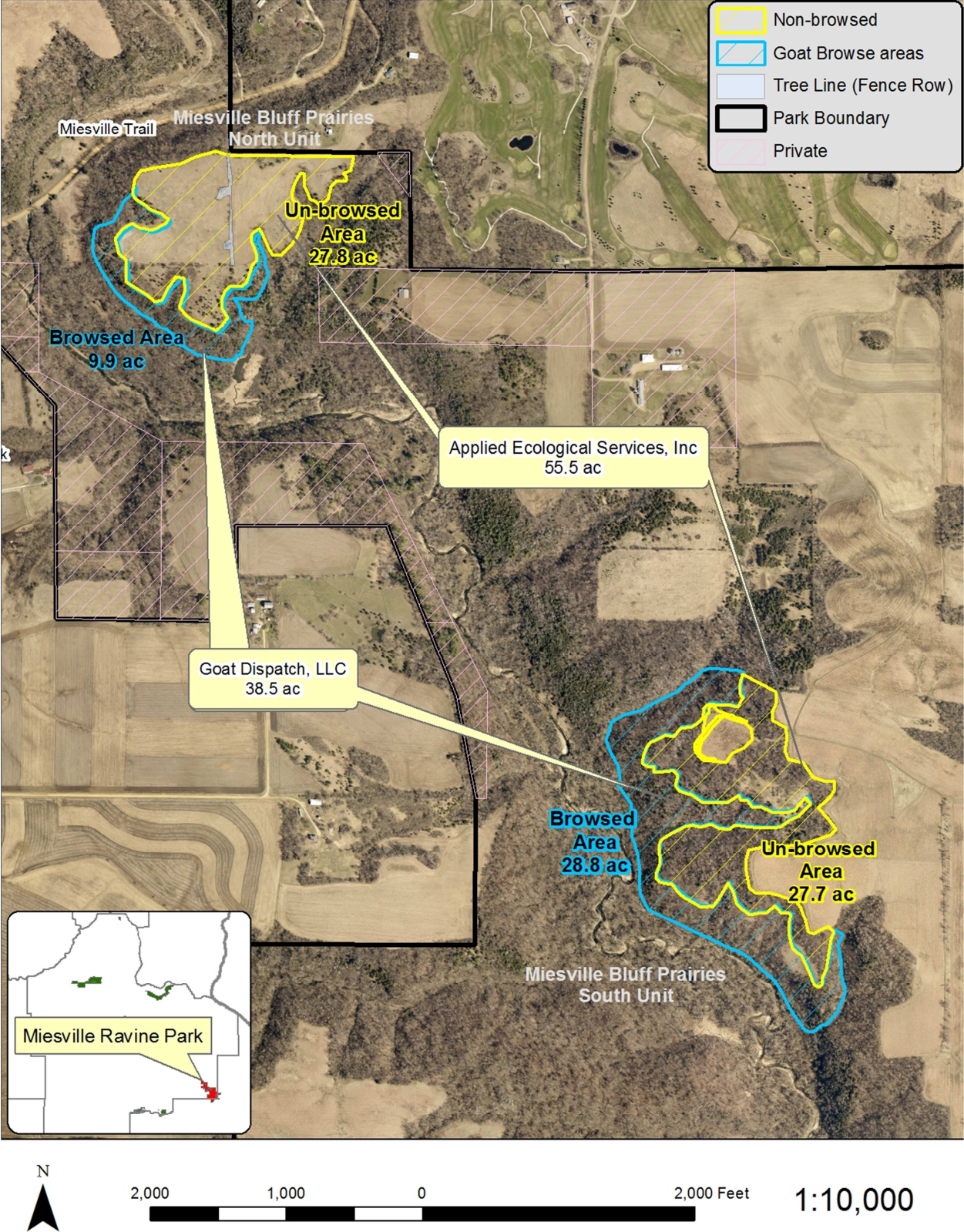
\$51,400**Total Revenue****\$51,400****County Manager's Comments:**

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request


\_\_\_\_\_  
County Manager**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management







## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

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**Award Of Bid And Authorization To Execute Contract With Goat Dispatch LLC For Conservation Partners Legacy Grant Project At Miesville Ravine Park Reserve**


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Meeting Date: 1/10/2017  
 Item Type: Regular-Action  
 Division: Physical Development  
 Department: Operations Management - Parks  
 Contact: Hoopingarner, Taud  
 Contact Phone: (952) 891-7004, (651) 438-4416  
 Prepared by: Vikla, Terry

Fiscal/FTE Impact:  
☐ None ☐ Other  
☒ Current budget ☐ Amendment requested  
☐ New FTE(s) requested  
 Board Goal: A Clean and Green Place

**PURPOSE/ACTION REQUESTED**

Award bid and authorize execution of contract with Goat Dispatch LLC.

**SUMMARY**

State Funding Source: The 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails. The Conservation Partners Legacy (CPL) Program was established to restore and enhance habitat and natural resources. The Minnesota Department of Natural Resources (DNR) manages this program; and, in State fiscal year 2016, funding of \$3,692,000 was dedicated to habitat projects located within the seven county metropolitan area.

CPL Grant Awarded: On September 8, 2015, the County Board authorized the Physical Development Director to submit a CPL grant application which restores 94 acres of prairie in Miesville Ravine Park Reserve (MRPR) (Resolution No. 15-455) (Attachment A). On November 24, 2015, the DNR awarded CPL funding totaling \$348,600 with a County match of \$39,000 for a total project cost of \$387,600 to restore 94 acres of bluff prairie, savanna and woodland. On February 16, 2016, the County Board authorized execution of the DNR grant contract and approved the use of the 2016 Natural Resources Base Program Budget for a total cost of \$387,600 (Resolution No. 16-009).

Two CPL Restoration Contracts: The CPL grant is managed under two separate restoration contracts. This County Board request restores 38.5 acres of the total 94 acres of bluff prairie and savanna using goats because of steep slopes. The remaining 55.5 acres of prairie and savanna are not as steep, allowing for conventional restoration techniques, and will be considered as a separate contract by the County Board at the January 10, 2017, Physical Development Committee Meeting.

Bids For This Request: Nine firms were sent the Request for Bid with one firm responding. The responsible bidder, Goat Dispatch LLC, bid \$202,800. Staff evaluated the bid and found it was within market rate for the contract deliverables, based upon steepness and remoteness of the site and discussion with the DNR.

**Bidder**  
 Goat Dispatch LLC

**Bid Amount**  
 \$202,800

**RECOMMENDATION**

Staff recommends awarding the bid and authorizing execution of contract with Goat Dispatch LLC for \$202,800 to restore 38.5 acres of bluff prairie and savanna within Miesville Regional Park Reserve.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The State grant is \$400,000 with County match of \$44,100, for a project total of \$444,100. The project funding is included in the 2017 Parks and Greenways Capital Improvement Program- Natural Resources Base Funding budget line item. There is sufficient budget available for this contract within the approved project budget.

**Supporting Documents:**  
Attachment A: Location Map

**Previous Board Action(s):**  
15-455; 9/8/15  
16-009; 2/16/16

## **RESOLUTION**

WHEREAS, the 2008 Minnesota Constitutional Legacy Amendment increased State sales tax and dedicated new revenue to natural resources, clean water, arts, cultural heritage, and parks and trails; and

WHEREAS, the Conservation Partners Legacy Program was established to restore and enhance habitat and natural resources; and

WHEREAS, the Minnesota Department of Natural Resources manages this program; and, in State fiscal year 2016, funding of \$3,692,000 was dedicated to habitat projects located within the seven county metropolitan area; and

WHEREAS, on September 8, 2015, the County Board authorized the Physical Development Director to submit a Conservation Partners Legacy grant application which restores 94 acres of prairie in Miesville Ravine Park Reserve; and

WHEREAS, on November 24, 2015, the Minnesota Department of Natural Resources awarded Conservation Partners Legacy funding totaling \$348,600 with a County match of \$39,000 for a total project cost of \$387,600 to restore 94 acres of bluff prairie, savanna, and woodland; and

WHEREAS, on February 16, 2016, the County Board authorized execution of the Minnesota Department of Natural Resources grant contract and approved the use of the 2016 Natural Resources Base Program Budget for a total cost of \$387,600; and

WHEREAS, based upon bid results, the total cost of this project needs to be increased by \$56,500 to \$444,100; and

WHEREAS, the DNR has agreed to increase the grant amount by \$51,400, with a County match of 10 percent (\$5,100) in order to allow the County to proceed with the two restoration contracts; and

WHEREAS, restoration work will be completed by June 30, 2019; and

WHEREAS, the Conservation Partners Legacy grant is managed under two separate restoration contracts; and

WHEREAS, this County Board request restores 38.5 acres of the total 94 acres of bluff prairie and savanna using goats because of steep slopes; and

WHEREAS, the remaining 55.5 acres of prairie and savanna are not as steep, allowing for conventional restoration techniques and will be considered as a separate contract by the County Board at the January 10, 2017, Physical Development Committee of the Whole Meeting; and

WHEREAS, nine firms were sent the Request for Bid with one firm responding; and

WHEREAS, the responsible bidder, Goat Dispatch LLC, bid \$202,800; and

WHEREAS, staff evaluated the bid and found it was within market rate for the contract deliverables, steepness and remoteness of the site.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Goat Dispatch LLC for \$202,800 for Conservation Partners Legacy Grant – Bluff Prairies of Miesville at Miesville Ravine Park Reserve, subject to approval by the County Attorney's Office as to form.

**County Manager's Comments:**

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



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County Manager**Reviewed by (if required):**

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management



