



# Dakota County

## Physical Development Committee of the Whole Agenda

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Tuesday, November 9, 2021

9:00 AM

Conference Room 110 A,B Northern  
Service Center, West St. Paul

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If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at [CountyAdmin@co.dakota.mn.us](mailto:CountyAdmin@co.dakota.mn.us)  
Emails must be received by 7:30am on the day of the meeting.  
Instructions on how to participate will be sent to anyone interested.

### 1. Call To Order And Roll Call

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

### 2. Audience

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

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

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

### 4. Consent Agenda

#### 4.1 Approval of Minutes Of Meeting Held On October 12, 2021

#### 4.2 *Parks, Facilities, and Fleet Management* - Authorization To Execute Joint Powers Agreement With Conservation Corps For Crew Labor

#### 4.3 *Parks, Facilities, and Fleet Management* - Authorization To Execute Multiple Agreements For Solar Photovoltaic Project With Ideal Energies, LLC

#### 4.4 *Parks, Facilities, and Fleet Management* - Update On Mississippi River Greenway Rosemount East (P00109)

#### 4.5 *Physical Development Administration* - Planning Commission Update

**5. Regular Agenda**

- 5.1** *Parks, Facilities, and Fleet Management* - Authorization To Execute Contract Amendment With Bolton And Menk, Inc. For Professional Services For Minnesota River Greenway Fort Snelling Segment
- 5.2** *Parks, Facilities, and Fleet Management* - Project Review And Authorization For Staff To Negotiate Purchase of Property For Youth Shelter
- 5.3** *Environmental Resources* - Authorization To Extend And Renegotiate Lease Agreement Between Dakota County And Specialized Environmental Technologies, Inc, For Use Of County-Owned Property In Empire Township
- 5.4** *Environmental Resources* - Update On And Discussion Of Thompson Oaks River To River Greenway Segment Project
- 5.5** *Environmental Resources* - Update And Discussion On Energy Generation And Conservation Options.

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

**7. Adjournment**

- 7.1** Adjournment

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

**Physical Development agendas are available online at  
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>  
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# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-495

**Meeting Date:** 11/9/2021

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Approval of Agenda (Additions/Corrections/Deletions)



# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-494

**Meeting Date:** 11/9/2021

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Approval of Minutes Of Meeting Held On October 12, 2021





# **Dakota County**

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

### **Minutes**

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**Tuesday, October 12, 2021**

**9:00 AM**

**Conference Room 110 B, C, Northern  
Service Center**

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

**Present** Commissioner Mike Slavik, Commissioner Kathleen Gaylord,  
Commissioner Laurie Halverson, Commissioner Joe Atkins,  
Commissioner Mary Liz Holberg, and Commissioner Mary  
Hamann-Roland

**Absent** Chairperson Liz Workman

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

The meeting was called to order at 9:00 a.m. by Commissioner Holberg.

The audio recording of this meeting is available upon request.

#### **2. Audience**

Commissioner Holberg 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.

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

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

Motion: Mary Hamann-Roland

Second: Kathleen Gaylord

Aye: 6

Nays: 0

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

Motion: Mike Slavik

Second: Laurie Halverson

On a motion by Commissioner Slavik, seconded by Commissioner Halverson, the consent  
agenda was unanimously approved as follows:

##### **4.1 Approval of Minutes Of Meeting Held On September 14, 2021**

**4.2** Authorization To Execute Minnesota Department Of Natural Resources Shade Tree Bonding Grant Agreement For Replacing Trees In Thompson County Park

Motion: Mike Slavik

Second: Laurie Halverson

WHEREAS, emerald ash borer (EAB) poses a significant threat to the forests of Dakota County and has resulted in a public safety concern in Thompson County Park; and

WHEREAS, the costs and priorities of ash tree removal within the County Park System were identified in the 2018 internal technical document, *The Dakota County Emerald Ash Borer Management Plan*; and

WHEREAS, the Dakota County Board of Commissioners adopted the Thompson County Park Natural Resources Management Plan by Resolution No. 20-037 (January 21, 2020), which made recommendations for ash tree removal; and

WHEREAS, the Department of Natural Resources Shade Tree Bonding Grant 199282 awards Dakota County a total reimbursement of \$42,250 for contracting labor to remove EAB-impacted trees and replace them with alternative tree species; and

WHEREAS, Dakota County will match these grant funds with \$3,650 from the Natural Resources Base Fund for materials and supplies; and

WHEREAS, this grant imposes certain restrictive covenants on the property improved with grant funds; and

WHEREAS, Dakota County may agree to these certain restrictive covenants by executing the General Obligation Bond Financed Declaration; and

WHEREAS, staff recommends the Dakota County Board of Commissioners accept and execute Department of Natural Resources Shade Tree Bonding Grant 199282 and authorize the Chair of the Dakota County Board of Commissioners to execute the respective Declaration to reimburse Dakota County for Thompson County Park improvements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the Minnesota Department of Natural Resources Shade Tree Bonding Grant 199282 and authorizes the Physical Development Director to execute the grant agreement and authorizes the Chair of the Dakota County Board of Commissioners to execute the respective Declaration, subject to approval by the Dakota County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 10/19/2021.

**4.3** Planning Commission Update

Motion: Mike Slavik

Second: Laurie Halverson

**4.4** Authorization To Execute Joint Powers Agreement With City Of Coates To Fund Completion Of Water And Sewer Facility Plan

Motion: Mike Slavik

Second: Laurie Halverson

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

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

WHEREAS, by Resolution No. 21-042 (January 19, 2021), the Dakota County Board of Commissioners adopted the 2020-2030 Dakota County Groundwater Plan (Groundwater Plan), which includes the goals to have drinking water that is free from unhealthy contaminants and to ensure groundwater programs and services are efficient and effective; and

WHEREAS, the Groundwater Plan includes a strategy to collaborate with other levels of government with a tactic to advocate for state and federal funding for County, city, or township water infrastructure projects; and

WHEREAS, the residents of the City of Coates currently rely on private drinking water wells, many of which are contaminated; and

WHEREAS, the City of Coates has determined it would improve the community's public health to have a public water supply, by connecting with that of the City of Rosemount, and a municipal wastewater treatment facility; and

WHEREAS, the City of Coates has applied to the State of Minnesota to be placed on the Drinking Water Revolving Fund Project Priorities List and the Clean Water Revolving Fund Program Project Priorities List; and

WHEREAS, the Minnesota Pollution Control Agency requires a Facilities Plan for the Clean Water Revolving Fund Program Project Priorities List; and

WHEREAS, the City of Coates has selected Bolton & Menk to prepare a Facilities Plan and other State-required activities; and

WHEREAS, staff recommends executing a joint powers agreement with the City to assist the City in contracting with Bolton & Menk for completion of a Facilities Plan and other activities required by the State of Minnesota for water and sewer infrastructure funding; and

WHEREAS, the City responsibilities would be to execute and manage the contract with Bolton & Menk, provide Bolton & Menk with necessary data upon request, and assist with the Public Hearing; and

WHEREAS, County responsibilities would be to provide financial assistance to

the City of Coates, respond to requests for data, and review and comment on the draft reports.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director, or designee, to execute a joint powers agreement with the City of Coates for the County to provide up to \$15,000 in funding for the City to contract with Bolton & Menk to complete a Facilities Plan and other activities required by the State of Minnesota for water and sewer infrastructure funding, for the period of October 20, 2021, to December 31, 2022, substantially as presented to the Physical Development Committee of the Whole on October 12, 2021, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the County Board/County Administration on 10/19/2021.

## 5. Regular Agenda

### 5.1 Design Review And Approval For Lawshe Historical Museum Building Upgrades

Motion: Kathleen Gaylord

Second: Joe Atkins

WHEREAS, the Lawshe Historical Museum Building Upgrades project is included in the approved 2020-2024 Capital Improvement Program; and

WHEREAS, the purpose of the project is to improve accessibility and provide renovations to priority areas as set forth by the Dakota County Board of Commissioners By Resolution No. 21-172 (March 23, 2021); and

WHEREAS, project design elements include the replacement of the elevator to bring it into current code compliance, renovation of the restrooms to both refresh finishes and provide necessary accessibility, modifications to the main stairs and handicapped parking stalls, accessibility renovations to the reception desk including adjacent gallery spaces, and accessibility renovations to the kitchenette including adjacent archives spaces; and

WHEREAS, staff recommends that the County Board approve the schematic design as presented.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the design for the Lawshe Historical Museum Building Upgrades project as presented at the Physical Development Committee of the Whole on October 12, 2021.

This item was approved and recommended for action by the Board of Commissioners on 10/19/2021.

Aye: 6

Nays: 0

Mike Wiese, Sr. Project Manager, Jay Biedny, Capital Projects Manager, and Matt Carter, Executive Director, Dakota County Historical Society, presented

this item and responded to questions.

**5.2** Authorization To Implement Acceleration Of Dakota County Greenway System  
In Draft 2022-2026 Parks Capital Improvement Program

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the 2008 Dakota County Park System Plan established a vision for a 200-mile greenway network of off-road trails and open space corridors focused on providing safe recreational experiences connecting parks, schools, community activity areas, and natural open spaces; and

WHEREAS, currently, the Dakota County Greenway system totals approximately 42 miles, and an additional 16 miles are expected to be added to the system within the next four years; and

WHEREAS, approximately 77 miles could be accelerated over the next 10-15 years at an estimated \$6-10M per year; and

WHEREAS, acceleration of greenway development may be included in the Draft 2022-2026 Parks Capital Improvement Program (CIP) by initiating pre-design and design for certain projects in 2022; and

WHEREAS, pre-design and design studies could be conducted using existing staff capacity and would help refine the County's understanding of capital costs and additional staffing requirements; and

WHEREAS, beyond 2022, implementation of accelerated greenway development may be included in the Parks CIP through a set-aside to plan for future expenditures in out years.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division to revise the Draft 2022-2026 Parks Capital Improvement Program to request:

- \$2,000,000 in 2022 Environmental Legacy Fund (ELF) balance revenues to advance City-led projects through the Greenway Collaborative set-aside; and

; and

BE IT FURTHER RESOLVED, That staff will return to the County Board each year through the annual budget process for direction on future greenway projects including use of revenues; and

BE IT FURTHER RESOLVED, That additional staffing requirements will be evaluated in 2022 and presented to the County Board for consideration through the annual budget process and/or mid-year budget amendment.

On a motion by Commissioner Joe Atkins, seconded by Commissioner Mary Hamann-Roland, the following resolution, with the requested changes by

removing the following two bullet points from the resolution:

- \$1,000,000 in 2022 Sales & Use Tax (SUT) Fund balance revenues to advance County-led projects;
- \$8,000,000 annually from 2023–2026 revenues split between SUT and ELF for the establishment of a setaside to plan for future development of accelerated greenway projects.

And increasing the following bullet point from \$1,000,000 to \$2,000,000:

- \$1,000,000 in 2022 Environmental Legacy Fund (ELF) balance revenues to advance City-led projects through the Greenway Collaborative set-aside; and

This item was approved and recommended for action by the Board of Commissioners on 10/19/2021:

Aye: 6

Nays: 0

Jeff Bransford, Administrative Manager, and Niki Geisler, Parks Director, presented this item and responded to questions. Steve Mielke also spoke to this item.

Based on discussion and direction from the board, this topic will be brought back to the Committee in June of 2022 after the 2022 Legislative Session has concluded for additional conversation.

### **5.3 Update And Discussion On Chronic Wasting Disease In Dakota County**

Scott Hagen, Natural Resource Specialist, and Tom Lewanski, Natural Resources Manager, presented this item and responded to questions. This item was on the agenda for informational purposes only.

Based on direction from the board, this item is referred to the Legislative Advisory Workgroup for a recommendation.

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

Steve Mielke, Physical Development Director, provided the Committee with a Division update. Niki Geisler, Dakota County's new Parks Director, was introduced to the Committee.

## **7. Adjournment**

### **7.1 Adjournment**

Motion: Mike Slavik

Second: Mary Hamann-Roland

Aye: 6

Nays: 0

Respectfully submitted,



Liz Hansen

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Liz Hansen  
Administrative Coordinator  
Physical Development Division



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-237

Meeting Date: 11/9/2021

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

### TITLE

Authorization To Execute Joint Powers Agreement With Conservation Corps For Crew Labor

### PURPOSE/ACTION REQUESTED

Authorize execution of a two-year joint powers agreement (JPA) with Conservation Corps Minnesota (CCM) for natural resources restoration crew labor on Dakota County (County) land.

### SUMMARY

By Resolution No. 17-274 (May 9, 2017), the Dakota County Board adopted the Natural Resource Management System Plan (NRMSP). The NRMSP Tier 1 Goals call for increases in acres of parkland restored, actively managed, and maintained; expansion of the County's Volunteer Program; and expansion of partnerships and collaborations to effectively leverage external funding resources. To meet these goals, the NRMSP recognized the need to augment the County's operational capacity.

CCM Program: Conservation Corps Minnesota is a 501(c)(3) non-profit that provides hands-on environmental stewardship and service-learning opportunities to youth and young adults while accomplishing conservation, natural resource management, and emergency response work. Formerly a program within the State of Minnesota Department of Natural Resources, CCM is authorized by Minn. Stat. § 84.991, subd. 6, to enter into a JPA with the County to perform natural resource restoration services.

Natural Resource Work and Projects: By Resolutions No. 18-165 (March 27, 2018), No. 18-648 (December 18, 2018), and No. 20-123 (March 10, 2020), the County entered into JPAs with CCM providing two crews to the County that performed work aligned with the Natural Resource Program annual work plan as guided by the NRMSP. To provide additional assistance with plant propagation and volunteer event management, a third CCM crew will be added in 2022 and 2023.

The JPA includes the following predominant terms (Attachment: Joint Powers Agreement): Conservation Corps Minnesota will provide three fully trained and equipped, four-person young adult crews to the County at a rate of \$25.50 per corps member per hour (\$26.50 in 2023), for a two-year contract maximum of \$615,680.

### RECOMMENDATION

Staff recommends execution of a JPA with CCM through December 31, 2023.

### BOARD GOALS

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

**PUBLIC ENGAGEMENT LEVEL**

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

Sufficient funding has been included in the 2022 Proposed County Manager's Recommended Budget in the Natural Resources Base Funding line item within the Parks CIP (Attachment: Financial Summary).

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

**RESOLUTION**

WHEREAS, Dakota County's (County) Natural Resource Management System Plan (NRMSPP) calls for increases in acres of parkland restored, actively managed, and maintained; expansion of the County's Volunteer Program; and expansion of partnerships and collaborations to effectively leverage external funding resources; and

WHEREAS, to meet these goals, the NRMSPP recognized the need to augment the County's operational capacity; and

WHEREAS, Conservation Corps Minnesota (CCM) is a 501(c)(3) non-profit that provides hands-on environmental stewardship and service-learning opportunities to youth and young adults while accomplishing conservation, natural resource management, and emergency response work; and

WHEREAS, CCM is authorized by Minn. Stat. § 84.991, subd. 6 to enter into a joint powers agreement (JPA) with the County to perform natural resource restoration services; and

WHEREAS, by Resolutions No. 18-165 (March 27, 2018), No. 18-648 (December 18, 2018), and No. 20-123 (March 10, 2020), the County entered into JPAs with CCM providing two crews to the County that performed work aligned with the Natural Resource Program annual work plan as guided by the NRMSPP; and

WHEREAS, to provide additional assistance with plant propagation and volunteer event management, a third CCM crew will be added in 2022 and 2023; and

WHEREAS, a JPA has been prepared, which includes the following predominant terms:

Conservation Corps Minnesota will provide three fully trained and equipped, four-person young adult crews, including crew leaders, to the County at a rate of \$25.50 per corps member per hour and \$26.50 per corps member per hour in 2023, for a two-year contract maximum of \$615,680

; and

WHEREAS, sufficient funding has been included in the 2022 Proposed County Manager's Recommended Budget in the Natural Resources Base Funding line item within the Parks CIP.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a joint powers agreement with Conservation Corps Minnesota, as substantially presented, for the provision of three crews from January 1, 2022, through December 31, 2023, in an amount not to exceed \$615,680, and subject to approval as to form by the County Attorney's Office.

**PREVIOUS BOARD ACTION**

17-274; 5/9/17

18-165; 3/27/18

18-648; 12/18/18

20-123; 3/10/20

**ATTACHMENTS**

Attachment: Joint Powers Agreement

Attachment: Financial Summary

**CONTACT**

Taud Hoopingarner

**JOINT POWERS AGREEMENT  
BETWEEN DAKOTA COUNTY AND CONSERVATION CORPS. MINNESOTA**

WHEREAS, pursuant to Minnesota Statutes §§ 471.59 and 84.991, Subd. 6, Dakota County (“County”) and the Friends of the Minnesota Conservation Corps a.k.a. Conservation Corps, doing business as the Conservation Corps Minnesota (“Conservation Corps.”) executed a Joint Powers Agreement titled, “JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND CONSERVATION CORPS. MINNESOTA,” dated April 19, 2018; and

WHEREAS, the Conservation Corps. is capable of and desires to provide four-person, young adult (ages 18 to 25) Youth Outdoors Crews (“Crews”) to the County for work on various natural resource projects and work. The Crews will lead up to 32 youth participants (ages 14 to 18) (“Youth Participants”) during the academic school year for the same purpose.

WHEREAS, pursuant to Minnesota Statutes §§ 471.59 and 84.991, Subd. 6, the County and the Conservation Corps. wish to enter into an agreement to engage the Conservation Corps. for work, labor, and services on projects that are consistent with the mission of the Conservation Corps., which is to provide hands-on environmental stewardship and service-learning opportunities to youth and young adults while accomplishing conservation, natural resource management, and emergency response work; and

WHEREAS, the County desires to enter into a joint powers agreement with the Conservation Corps. for environmental stewardship and management related to various projects that the County may initiate from time to time, including without limitation ecological restoration work and natural resource restoration work;

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the County and the Conservation Corps. shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

**Article 1  
Purpose and Intent**

- 1.1. The purpose of this Agreement is to provide cooperation and funding by the County and the Conservation Corps. for County natural resource work and natural resource projects and to define the responsibilities and obligations of the County and the Conservation Corps. All funds provided by the County and Conservation Corps. are to be used solely for this purpose.
- 1.2. This Agreement is intended to provide funding by the County and Conservation Corps. for County-directed natural resource projects occurring on County parkland where the County will utilize Crews and Youth Participants provided by the Conservation Corps.

**Article 2  
Parties**

The parties to this Agreement are the County and the Conservation Corps. The County is acting by and through its Parks Department of the Parks, Facilities, and Fleet Management Division. The County and the Conservation Corps. are collectively referred to herein as the “parties” and referred to individually as “party.”

### **Article 3**

#### **Term**

This Agreement shall be effective from January 1, 2022 and shall expire on December 31, 2023, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first.

### **Article 4**

#### **Cooperation**

- 4.1. The parties agree to cooperate and use their best efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 4.2. The Conservation Corps. may not assign or transfer any rights, duties, interests, or obligations under this Agreement without the prior written consent of the County. Any purported transfer or assignment without the County's prior written consent shall be voidable by the County.
- 4.3. The Conservation Corps., the Crews, and Youth Participants, shall abide by all Federal, State or local statutes, ordinances, resolutions, rules, regulations, and policies or procedures now in effect or hereafter adopted pertaining this Agreement and any work, labor, or services provided pursuant to this Agreement. The Conservation Corps., the Crews, and Youth Participants shall use reasonable care in all work, labor, or services provided pursuant to this Agreement.

### **Article 5**

#### **The County's Obligations**

- 5.1. The County's Payment Obligations.
  - a. County's Contribution Amount. The County shall reimburse the Conservation Corps. an amount not to exceed \$615,680.00 ("Agreement Maximum") for actual hours worked by the Crews. The Conservation Corps. may claim reimbursement from the County for payments that are eligible for reimbursement in accordance with this Agreement.
  - b. Time of Payment. The Conservation Corps shall provide an itemized invoice to the County on a quarterly basis. The County shall make payment within 30 calendar days after the date on which the County receives the itemized invoice. The parties may mutually agree in writing to share costs and expenses. If an itemized invoice is incorrect, defective, or otherwise improper, the County shall notify the Conservation Corps. The Conservation Corps. shall provide a corrected itemized invoice to the County within 10 calendar days of such notice. Upon receiving the corrected itemized invoice, the County shall make payment within 30 calendar days of receipt of the corrected itemized invoice.
  - c. Payment of Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from disputing the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

- d. Payment upon Early Termination. In the event this Agreement is terminated before December 31, 2023, the County shall pay the Conservation Corps. for services, labor, or work provided in a satisfactory manner. In no case shall such payments exceed the Agreement Maximum.

5.2. County Responsibilities. Subject to the provisions of this Agreement, the County shall be responsible for:

- a. Providing project-specific training, directions, assignments, and assistance to the Conservation Corps., the Crews, and Youth Participants.
- b. Providing public information that the Conservation Corps. is performing services for the County and such publicity regarding the same as parties agree to.
- c. The County will take reasonable steps to ensure that the areas where the Crews and Youth Participants are working are safe.
- d. Secure all necessary permits and clearances for the project prior to commencement of work.
- e. Provide, as able, specialized tools and small equipment needed by the Conservation Corps.' Crews and Youth Participants, that the Conservation Corps. cannot provide for themselves, for project work.
- f. Provide all project materials, equipment, and supplies for project work, including, but not limited to, herbicide, plant material and erosion control materials. Project materials, equipment, and supply purchases explicitly authorized by County will be reimbursable and will be itemized on Conservation Corps. invoices.
- g. Request the Conservation Corps., the Crews, and Youth Participants perform tasks consistent with the mission of the Conservation Corps. on an emergency basis. Provide instructions, parameters, and, to the greatest extent possible, provide materials necessary to accomplish emergency work. If grant funds are unavailable to compensate for emergency work, the County will use its own funds to provide compensation for the Conservation Corps.

5.3. Non-Duplication and Non-Displacement. The County will be responsible on each project for certifying that the use of the Crews and Youth Participants will not result in the displacement of currently employed workers or workers on seasonal layoff, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits and otherwise comply with the requirements of Minn. Stat. § 84.991, Subd. 5.

## **Article 6**

### **The Conservation Corps.' Obligations**

6.1. The Conservation Corps.' Payment Obligations.

- a. Use of County Contribution. The County shall reimburse the Conservation Corps for Crew labor, work, or services provided pursuant to this Agreement at the rate of \$25.50 per hour per member.in 2022. In 2023, the County shall reimburse the Conservation Corps at the

rate of \$26.50 per hour per member. The money provided by the County pursuant to Article 5.1(a) shall only be used to support Conservation Corps crew members and operations.

- b. The Conservation Corps.' Contribution Amount. The Conservation Corps. shall provide an amount not to exceed \$112,000.00 for payment of Youth Participants who provide labor, work, or services pursuant to this Agreement. The County shall not be responsible for any payments, wages, or reimbursement to Youth Participants for labor, work, or services provided pursuant to this Agreement, and has no financial obligation to them whatsoever.

6.2. The Conservation Corps.' Responsibilities.

- a. The Crews and Youth Participants will be involved in natural resources projects and work on Dakota County parkland as described in this Agreement or as otherwise described and assigned by County staff. In addition to basic corpsmember training, the Crews will be trained by the Conservation Corps. in wildfire suppression (S-130, S-190) and, at its own expense for crews working for more than four months for Dakota County, obtain their Minnesota Department of Agriculture, non-commercial pesticide applicators licenses within two weeks of assignment.
- b. The Crews will provide plant propagation, chainsaw work, weed management, herbicide application, planting, volunteer coordination, prescribed burning, and related management activities under the direction of the County's project manager.
- c. Hire and supervise the Conservation Corps. personnel, the Crews, and Youth Participants in accordance with Conservation Corps. guidelines.
- d. The Crews shall follow OSHA regulation 1910.266 on Logging Operations and other applicable OSHA rules.
- e. The Conservation Corps. shall provide basic orientation and training as appropriate for Conservation Corps. personnel, the Crews, and Youth Participants.
- f. Provide consultation and on-site project review with the County to ensure that service is progressing in accordance with the County's work order and Conservation Corps. guidelines.
- g. Provide personnel and payroll administration for the Crews and Youth Participants.
- h. Provide all necessary transportation of the Crews and Youth Participants to and from the service site.
- i. Provide basic tools, safety gear, and personal supplies to the Crew and Youth Participants (including fuel and oil for small engine equipment) and equipment needed to meet all County, state, local, and federal safety requirements. All basic tools, safety gear, personal supplies, and equipment must comply with County standards and requirements as determined by the County. If the Conservation Corps. cannot provide such tools, safety gear, personal supplies, and equipment, the County may, at its option, provide such basic tools, safety gear, personal supplies (including



herbicide, fuel and oil for small engine equipment), and equipment.

- j. Provide workers' compensation insurance, liability insurance, and automobile insurance for the Crews and Youth Participants.
- k. The Conservation Corps. shall carry an insurance policy covering theft, vandalism, or damage, natural or otherwise, of Conservation Corps. property used or stored on County property and will hold the County harmless in the event of such damage or loss.
- l. The Conservation Corps. Shall be financially responsible for County tools and equipment damaged or destroyed as a result of negligence by the Conservation Corps., the Crews, or Youth Participants.
- m. The Conservation Corps. shall track services, assignments, and projects completed and make this information available to the County upon request.
- n. At its option, provide emergency response work consistent with the mission of the Conservation Corps. to the County.

## **Article 7 Indemnification and Insurance**

The Conservation Corps. and the County shall be liable for the acts of their own officers, employees, and agents and for 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. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Chapter 466. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

## **Article 8 Reporting, Accounting and Auditing Requirements**

- 8.1. Accounting Records. The Conservation Corps. agrees 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 Conservation Corps. for a minimum period of six (6) years following the expiration of this Agreement. The Conservation Corps. agrees to promptly provide the County copies of any accounting records related to this Agreement upon the County's request.
- 8.2. Auditing. The Conservation Corps. shall maintain books, records, documents, and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Conservation Corps. shall allow the County, Legislative Auditor, or the State Auditor to inspect, audit, copy, or abstract all of the books, records, papers, or other documents relevant to this Agreement. The Conservation Corps. shall use generally accepted accounting principles in the maintenance of such books and records, and

shall retain all of such books, records, documents, and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

- 8.3. Data Practices. The Conservation Corps. agrees 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.

## **Article 9**

### **Authorized Representative and Liaison**

- 9.1. Authorized Representative. The following named persons are designated the Authorized Representatives for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that the Authorized Representative shall only have the authority specifically or generally granted by its respective Board. All notices required pursuant to 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.

**Conservation Corps.:**

Hollis Emery  
Director

60 Plato Blvd. #210  
Saint Paul, MN 55107  
651-209-9900

[hollis@conservationcorps.org](mailto:hollis@conservationcorps.org)

**Dakota County:**

W. Taud Hoopingarner, Director  
Parks, Facilities, and Fleet Management  
Departments

14955 Galaxie Ave  
Apple Valley, MN 55124  
952-891-7004

[taud.hoopingarner@co.dakota.mn.us](mailto:taud.hoopingarner@co.dakota.mn.us)

- 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 Conservation Corps. The County and the Conservation Corps. shall keep each other continually informed, in writing, of any changes in the designated liaison. At the time of this Agreement, the following persons are liaisons for the respective parties:

**Conservation Corps:**

Hollis Emery  
Director

60 Plato Blvd. #210  
Saint Paul, MN 55107  
651-209-9900

[hollis@conservationcorps.org](mailto:hollis@conservationcorps.org)

**Dakota County:**

Meghan Manhatton  
Natural Resource Specialist

14955 Galaxie Ave  
Apple Valley, MN 55124  
952-891-7108

[meghan.manhatton@co.dakota.mn.us](mailto:meghan.manhatton@co.dakota.mn.us)

- 9.3. The parties shall provide written notification to each other of any change to the designated liaison or authorized representative. Such written notification shall be effective to change the designated liaison or authorized representative under this Agreement, without necessitating an amendment of this Agreement.
- 9.4. 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.

## **Article 10 Modification**

- 10.1. Alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement are valid only when specifically identified as such, reduced to writing, and signed by the parties' respective Authorized Representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the parties that only material changes to the Agreement require authorization and approval by the parties' respective governing bodies.
- 10.2. Waiver for any default or breach of this Agreement shall not be deemed to be a waiver of any subsequent default or breach. Waiver of default or breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by Authorized Representatives of the parties. Failure to enforce any provision of this Agreement does not waive the provision or condition or the parties' right to enforce it.

## **Article 11 Termination**

- 11.1. In General. Either party may terminate this Agreement for cause by providing seven (7) days written notice of its intent to terminate to the other party. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of its intent to terminate to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement or any supplemental agreement 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 the County for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders or Invoices submitted. Written notice of termination sent by the County to the Conservation Corps. by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- 11.3. Emergency Response. The Conservation Corps. reserves the right to withdraw the Crews or its Youth Participants from the County for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the County. The County has no funding commitment to the Conservation Corps. for services completed while the Crews or Youth Participants have been withdrawn from the County for emergency response. The County shall remain liable for payment for services that the Conservation Corps. provides to the County.

## **Article 12**

### **Minnesota Law to Govern**

The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

## **Article 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. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

## **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 shall substantially impair the value of the entire Agreement with respect to either party.

## **Article 15**

### **Relationship between the Parties**

- 15.1. 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 Conservation Corps., nor shall the County be considered or deemed to be an agent, representative, or employee of the Conservation Corps. in the performance of this Agreement. Personnel of the Conservation Corps., including without limitation the Crews and Youth Participants, shall not be considered employees of the County and shall not be entitled to any compensation, rights, or benefits of any kind whatsoever.
- 15.2. The employees of each party, its agents, officers, or workers shall not be considered employees of any other party for claims that may or might arise under the Workers' Compensation Act of the State of Minnesota. Each party will be in full compliance with the requirements of Minnesota Statutes Chapter 176 at all times over the course of this Agreement.
- 15.3. The Conservation Corps. acknowledges and agrees that the Conservation Corps. is responsible for all withholdings or deductions for State or Federal income taxes, FICA, FUTA, or otherwise, from payments or wages to the Crews, Youth Participants, and any other Conservation Corps. personnel. It is the Conservation Corps.' sole obligation to comply with the applicable provisions of all State and Federal tax laws.

## **Article 16**

### **Agreement Interpretation**

County and the Conservation Corps. agree that any ambiguity, inconsistency, or question of interpretation in this Agreement is not to be resolved strictly against the party that drafted the Agreement, but instead is to be resolved in accordance with the most reasonable construction. It is the intent of the parties that any dispute over the meaning or application of the Agreement shall be construed fairly and reasonably, and neither more strongly for nor against either party.

**Article 17  
Survivorship**

The following provisions under this Agreement shall survive after the termination date of this Agreement or expiration of this Agreement: Article 7 (Indemnification and Insurance); Article 8 (Reporting, Accounting and Auditing); Article 12 (Minnesota Law to Govern); Article 13 (Merger); Article 14 (Severability); Article 15 (Relationship between the Parties); Article 16 (Agreement Interpretation) and Article 17 (Survivorship).

IN WITNESS WHEREOF, the County and the Conservation Corps. have executed this Agreement.

DAKOTA COUNTY

CONSERVATION CORPS.

The undersigned represents and warrants that he is authorized by law to execute this Agreement and legally bind the Conservation Corp of Minnesota.

*Executed:*

*Executed:*

\_\_\_\_\_  
W. Taud Hoopingarner, Director  
Parks, Facilities, and Fleet Management  
Departments

\_\_\_\_\_  
Hollis Emery  
Conservation Corp of Minnesota Program Director

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney/Date  
KS-21-436

Board Resolutions: xx-xxx

## P70000 - Natural Resource Management: Base Program Funding

Year	Expense Budget			Funding Sources Budget						
	Budget	Proposed RBA	Revised Budget	Current County's Share	Proposed RBA	Revised County's Share	Current Non-County Funding	Proposed RBA	Revised Non-County Funding	Total Revised Project Funding
Prior to 2022	-	-	-	-	-	-	-	-	-	-
2022 Budget	1,160,646	-	1,160,646	-	-	-	1,160,646	-	1,160,646	1,160,646
2023 Plan	-	-	-	-	-	-	-	-	-	-
2024 Plan	-	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-	-
2026 Plan	-	-	-	-	-	-	-	-	-	-
Current CIP Total	1,160,646	-	1,160,646	-	-	-	1,160,646	-	1,160,646	1,160,646
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-	-
Total	1,160,646	-	1,160,646	-	-	-	1,160,646	-	1,160,646	1,160,646



# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-302

Meeting Date: 11/9/2021

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

### **TITLE**

Authorization To Execute Multiple Agreements For Solar Photovoltaic Project With Ideal Energies, LLC

### **PURPOSE/ACTION REQUESTED**

Authorize execution of multiple agreements with Ideal Energies, LLC, to finance, construct, operate, and maintain seven solar photovoltaic (PV) systems at the Empire Maintenance Facility campus.

### **SUMMARY**

To achieve the County goal of reducing energy consumption across the building portfolio, on-site solar PV generation reduces that overall consumption. By Resolution 13-563 (October 15, 2013), Dakota County entered into contracts with an ESCO, Newport Partners, to install, operate, and maintain four solar PV systems at the Empire Maintenance Facility campus. These four systems were sized at 40-kilowatt direct current (KW DC) each and generated between 185,000 and 200,000 kilowatt-hours of energy annually. One of the primary drivers for the solar project at that time was incentives offered by Xcel Energy under their Solar Rewards program. This program provided a financial incentive to purchase panels made in Minnesota and enter into a 20-year agreement with Xcel Energy.

Since the Empire solar PV systems have been in production, the solar panels have experienced failures due to a suspected manufacturing defect. The manufacturer of the panels is no longer in business and attempts to rectify the failures with Newport Partners were unsuccessful. In January 2021, the County and Newport Partners reached a settlement agreement releasing all parties from the contracts.

Xcel Energy still requires that the County produce energy from solar PV systems at the Empire Maintenance Facility campus. Dakota County issued a Request for Proposals (RFP) to provide 1.) replacement of the existing solar PV systems to meet the Xcel requirements, and 2.) provide additional solar PV on the campus with a corresponding financing model based upon new solar programs. Ideal Energies, LLC provided the proposal of best value to the County.

Specifically, the proposal replaces the existing systems to honor the Xcel Energy agreements and increases the total solar PV production of the site from approximately 160 to 902 KW DC. The existing production totals 12 percent of the current site electricity usage, whereas the new proposal would total 66 percent of the site electricity usage. The existing ground-mount systems serving the Dakota Communications Center (DCC) and Radio Tower will be replaced in their current footprint. The system on the roof of the Empire East building will replace the existing 40 KW DC system in size and add another 296 KW DC system on the same roof. The system on the roof of the main Empire

building will replace the existing 40 KW DC system in size and add another 308 KW DC system on the same roof. The new Cold Storage building will also now have a 139 KW DC system with energy routed to the DCC. The overall site layout is shown in a separate document (Attachment: Site Map). The financing of the replacement and new energy systems involves no capital investment by the County and modest (\$22,000 in the first year) cost savings in electricity throughout the 20-year power purchase agreement. At the end of the 20-year agreement, savings are projected in the \$185,000 per year range.

Approvals to interconnect with Xcel Energy, contract execution, design and engineering, and installation would bring the new solar PV systems into service in Spring/Summer 2022. Execution of three agreements (Solar Array Purchase, Facility Lease, and Power Purchase) are required for each of the seven solar PV systems. A one-page summary of all agreements is included (Attachment: Agreement Summary).

### RECOMMENDATION

Staff recommends execution of multiple agreements with Ideal Energies, LLC, to finance, construct, operate, and maintain seven solar photovoltaic (PV) systems at the Empire Maintenance Facility campus.

### BOARD GOALS

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

### PUBLIC ENGAGEMENT LEVEL

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

### EXPLANATION OF FISCAL/FTE IMPACTS

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

The capital costs for the installation of this solar is borne by Ideal Energies, LLC, in exchange for the power purchase agreement where Ideal Energies, LLC, recaptures 80 percent of the energy generated for the first 20 years. There is no cost to the County.

### RESOLUTION

WHEREAS, Dakota County has a goal of reducing energy consumption across the building portfolio, and on-site solar photovoltaic (PV) generation reduces that overall consumption; and

WHEREAS, by Resolution 13-563 (October 15, 2013), Dakota County entered into contracts with an Energy Services Company (ESCO), Newport Partners, to install, operate, and maintain four solar PV systems at the Empire Maintenance Facility campus; and

WHEREAS, over the time that the solar PV systems have been in production, the solar panels have experienced failures due to a suspected manufacturing defect; and

WHEREAS, the manufacturer of the panels is no longer in business, and attempts to rectify the failures with Newport Partners were unsuccessful; and



WHEREAS, in January 2021, the County and Newport Partners reached a settlement agreement releasing all parties from the contracts; and

WHEREAS, Xcel Energy still requires that the County produce energy from solar PV systems at the Empire Maintenance Facility campus; and

WHEREAS, Dakota County issued a Request for Proposals (RFP) to provide 1.) replacement of the existing solar PV systems to meet the Xcel requirements, and 2.) provide additional solar PV on the campus with a corresponding financing model based upon new solar programs; and

WHEREAS, Ideal Energies, LLC, provided the proposal of best value to the County; and

WHEREAS, the proposal both replaces the existing systems to honor the Xcel Energy agreements and increases the total solar PV production of the site from approximately 160 to 902 kilowatts direct current; and

WHEREAS, the capital costs for the installation of this solar PV system is borne by Ideal Energies, LLC, in exchange for the power purchase agreement where Ideal Energies, LLC, recaptures 80 percent of the energy generated for the first 20 years, and there is no cost to the County; and

WHEREAS, approvals to interconnect with Xcel Energy, contract execution, design and engineering, and installation would bring the new solar PV systems into service in Spring/Summer 2022.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute multiple agreements with Ideal Energies, LLC, to finance, construct, operate, and maintain seven solar photovoltaic systems at the Empire Maintenance Facility campus, subject to approval of the County Attorney's Office as to form.

#### **PREVIOUS BOARD ACTION**

13-563: 10/15/13

#### **ATTACHMENTS**

Attachment: Site Map

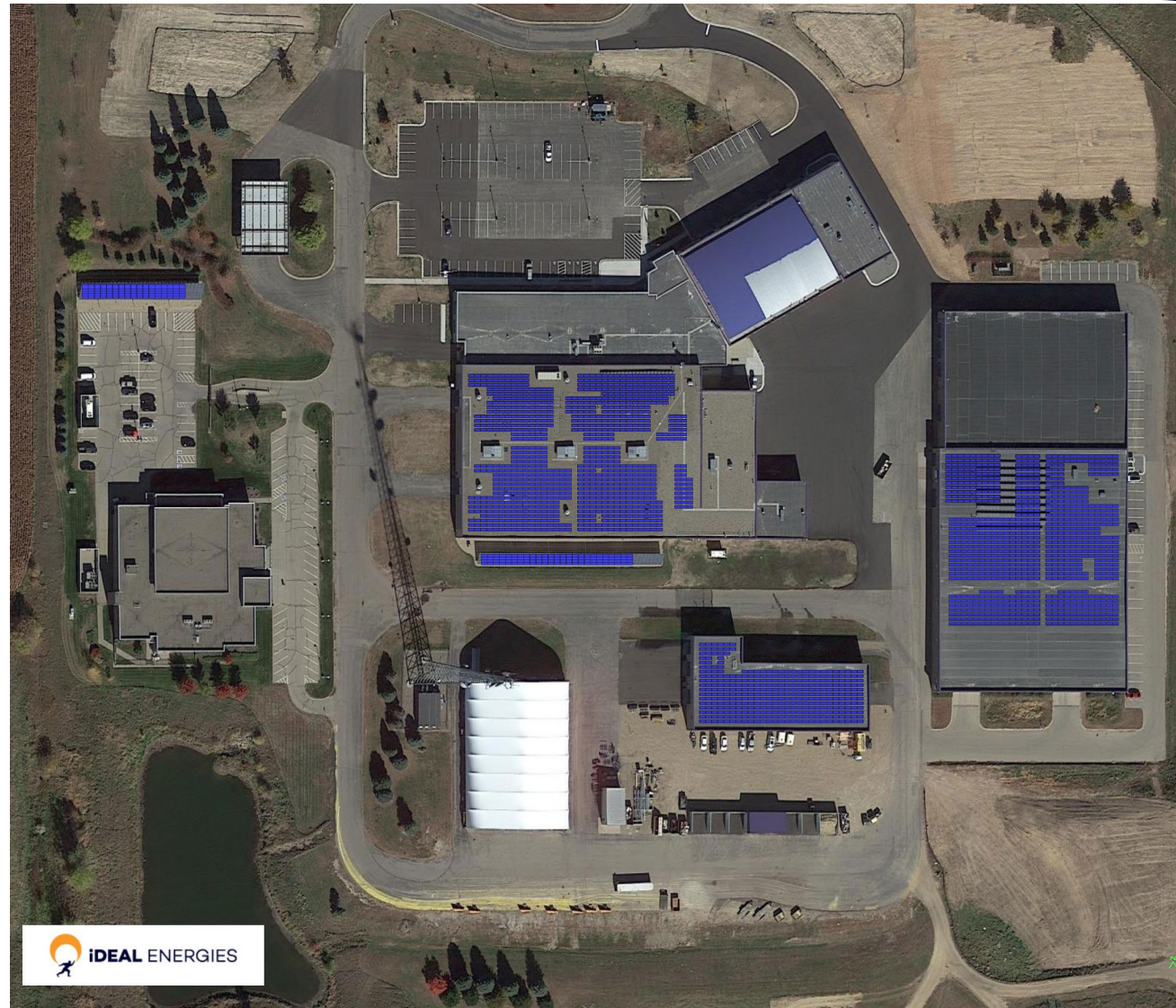
Attachment: Agreement Summary

#### **CONTACT**

Taud Hoopingarner

## Dakota County Campus

- Replacement of existing 80kW of roof top solar with new solar panels, inverters, and racking
- Replacement of existing 80kW of ground mounted solar with new solar panels and racking
- 743kW New Solar
- Ground mounted arrays produce 8.5% more energy per kW than roof mounted arrays



Site Location	System Size (kW DC)	Current Consumption (kWh)	Energy Produced by Solar (kWh)	Energy from Solar (%)
Dakota County Campus	902	1,530,460	1,012,850	66%

## **Ideal Energies Solar Agreement Summary**

### **Solar Array Purchase:**

- Ideal will finance 100% of the total project cost.
- DC will lease solar PV energy system to Ideal for operations (Facility Lease Agreement).
- Ideal will warranty solar PV panels for a 25-year production based warranty and 10-year workmanship warranty.

### **Facility Lease Agreement:**

- DC will lease to Ideal Energies a portion of the Empire Facilities to construct and operate the solar PV energy system.
- DC will continue the Solar Rewards Customer Contract with Xcel Energy for the four existing 40KW systems
- Ideal will provide maintenance services throughout the course of the 20-year agreement.

### **Power Purchase Agreement:**

- Ideal is the operator of the solar PV energy system.
- DC will purchase all power generated from Ideal at the 80% rate
- Ideal will guarantee solar production exceeds 900 kWh per KW of DC nameplate or pay Dakota County the difference.



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-380

Meeting Date: 11/9/2021

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

### **TITLE**

Update On Mississippi River Greenway Rosemount East (P00109)

### **PURPOSE/ACTION REQUESTED**

Receive an update on the progress of Mississippi River Greenway (MRG) Rosemount East (P00109) (Attachment: Location Map).

### **SUMMARY**

To provide a safe and efficient greenway system, Dakota County is proceeding with the Mississippi River Greenway (MRG): Rosemount East (P00109), which is the construction of 2.7 miles of shared-use trail to complete the last remaining segment of the national Mississippi River Greenway within Dakota County, thus connecting Saint Paul to Hastings. The final design phase has advanced utilizing the preferred alternative that County Board adopted with Resolution No. 20-164 (March 24, 2020). The adopted alternative (Attachment: Geometric Layout Exhibit) includes a 10' shared-use trail, grade-separated underpass of Pine Bend Trail at the western tie in with MRG: Pine Bend, barrier-separated trail adjacent to Pine Bend Trail road, two at-grade railroad crossings, and roadway improvements to Pine Bend Trail from Trunk Highway (TH) 55 to the eastern trail entrance of Spring Lake Park. MRG Rosemount East (Project) is currently scheduled for construction in 2022, and the County is the lead agency.

Staff last provided an update to the County Board at the June 15, 2021, Physical Development Committee (PDC). The update provided the details of the design advancement, the anticipated schedule, and the engagement with project stakeholders, including Union Pacific Railroad (UP), Flint Hills Resources, CF Industries, Mosaic, and the City of Rosemount. Union Pacific is the primary stakeholder related to project schedule due to the easements and construction and maintenance agreements required for the two at-grade railroad crossings in which the Project is proposing to reconstruct. At the June 15, 2021, PDC, it was presented that UP had provided their design approval of the at-grade crossing designs on May 26, 2021. That milestone allowed County Staff to submit to UP Real Estate the request for easement acquisition and to also request the required railroad construction and maintenance agreements be commenced. Union Pacific will draft the agreements and distribute to the parties involved, which include Dakota County and CF Industries. The real estate submittal was provided to UP on June 10, 2021, and a review time of six to eight weeks was anticipated. To date, County staff and its consultant have made regular contact with UP's consultant and Public Projects Manager. No indication has been provided yet regarding when UP Real Estate will provide the draft construction and maintenance agreement and the coordination on the required UP easements. Union Pacific's Public Projects Manager indicated that once UP Real Estate commences with the requested work, it could take 60-90 days to complete, pending involved party reviews.

At the June 15, 2021, PDC, staff also provided a milestone schedule leading to an August 2022 County Board award of a construction contract that maintained all \$1,400,000 in federal funding. To achieve this timeframe, the agreements with UP, as well as all other agreements, would need to be executed by May 16, 2022. Coordination with the Minnesota Department of Transportation has indicated the federal funding sunset date may have opportunity to be adjusted, but all other avenues to execute need to be exhausted prior.

While staff continues to work with UP, right of way acquisition has advanced for the remaining property owners. County Board authorized first right of way offers with Resolution No. 21-370 (July 20, 2021). First offers were provided to all property owners required for the Project, and negotiations are ongoing.

### RECOMMENDATION

Information only; no action requested.

### BOARD GOALS

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

### PUBLIC ENGAGEMENT LEVEL

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

### EXPLANATION OF FISCAL/FTE IMPACTS

See attachment: Financial Summary.

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

### RESOLUTION

Information only; no action requested.

### PREVIOUS BOARD ACTION

20-164; 03/24/20

21-370; 07/20/21

### ATTACHMENTS

Attachment: Location Map

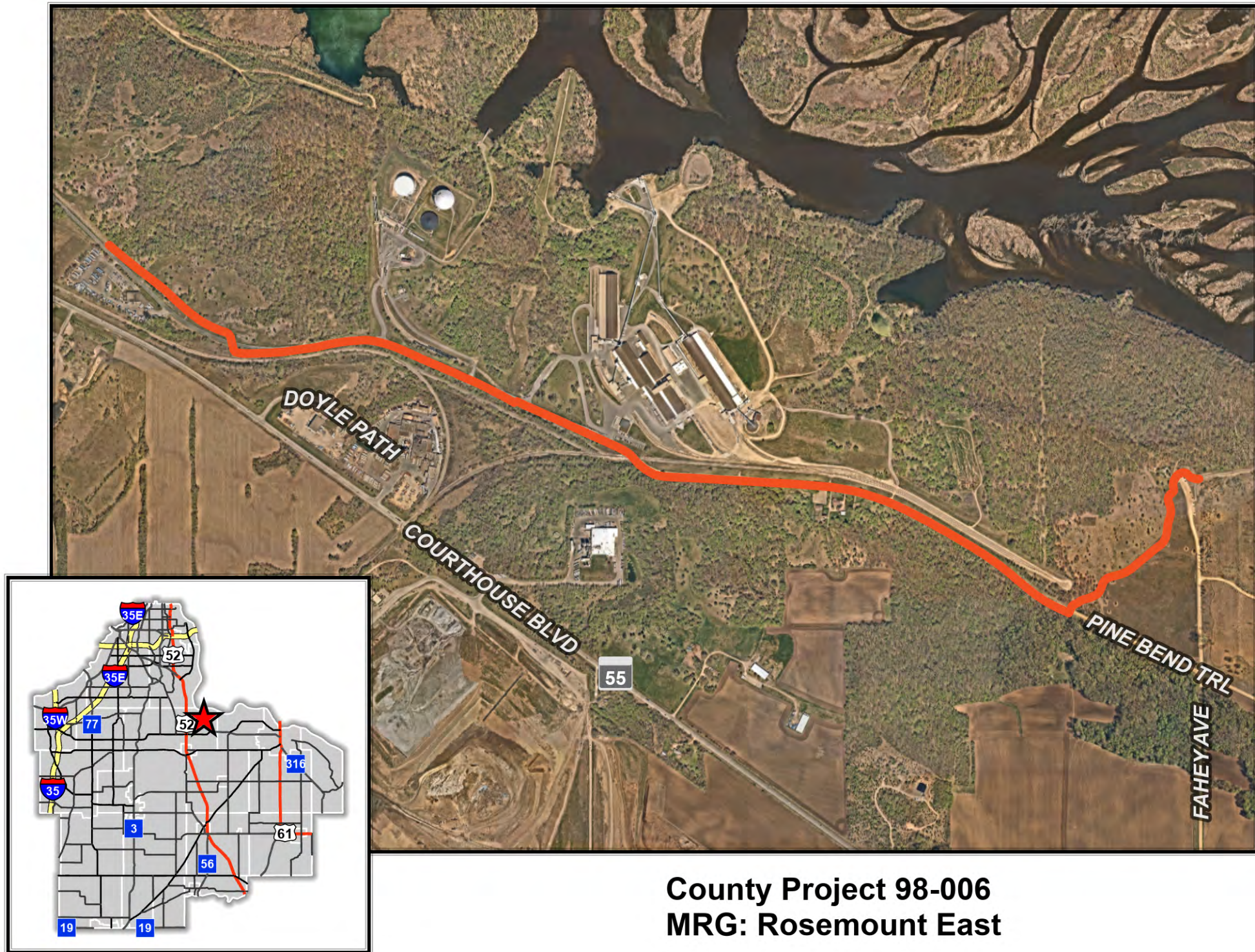
Attachment: Geometric Layout Exhibit

Attachment: Financial Summary

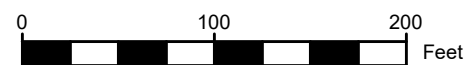
### CONTACT

Taud Hoopingarner







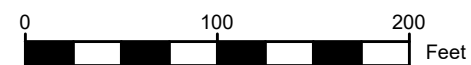
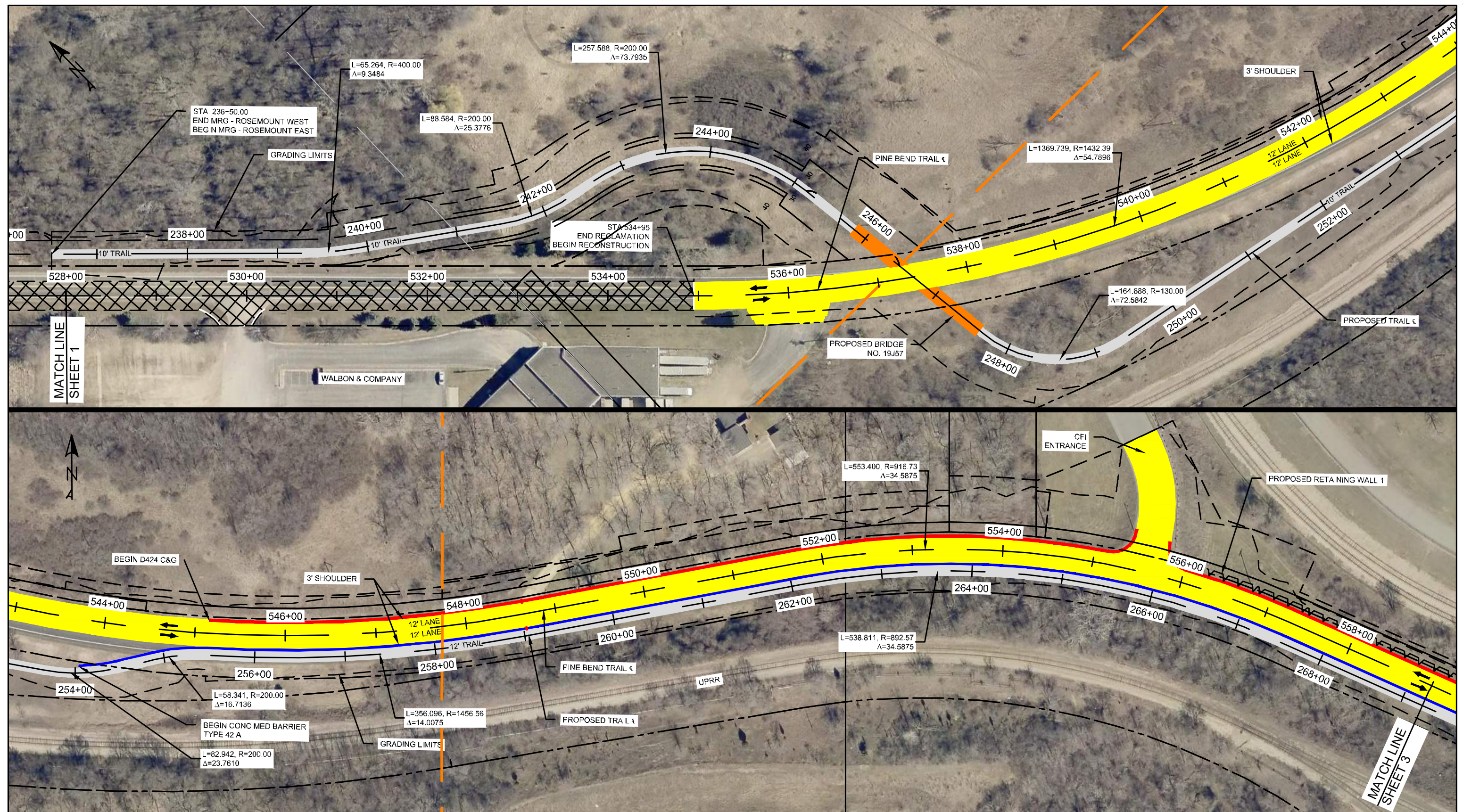


MISSISSIPPI RIVER GREENWAY  
ROSEMOUNT EAST

05/24/2021

FIGURE  
SHEET 1



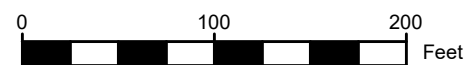
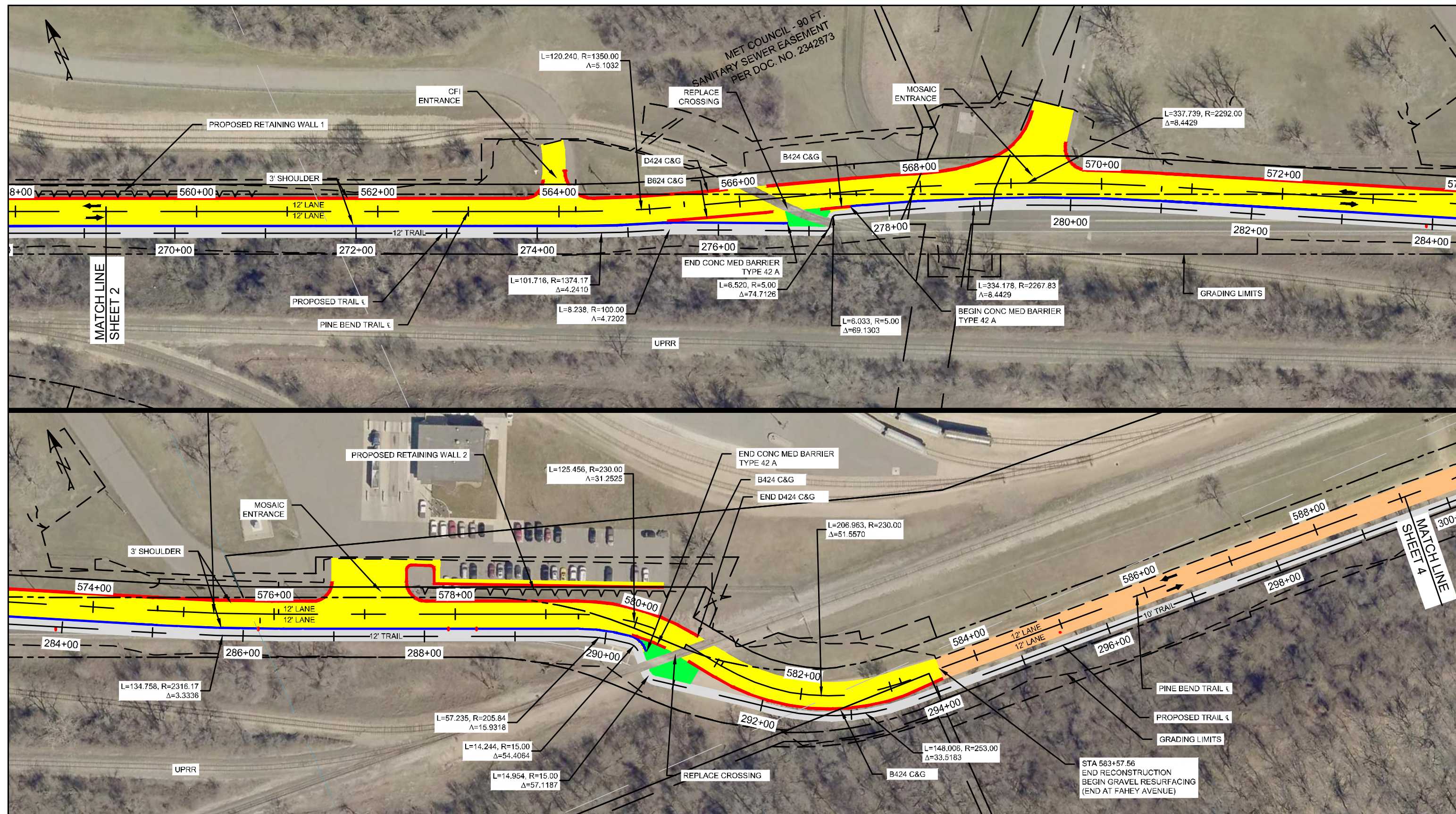


MISSISSIPPI RIVER GREENWAY  
ROSEMOUNT EAST

05/24/2021

FIGURE  
SHEET 2



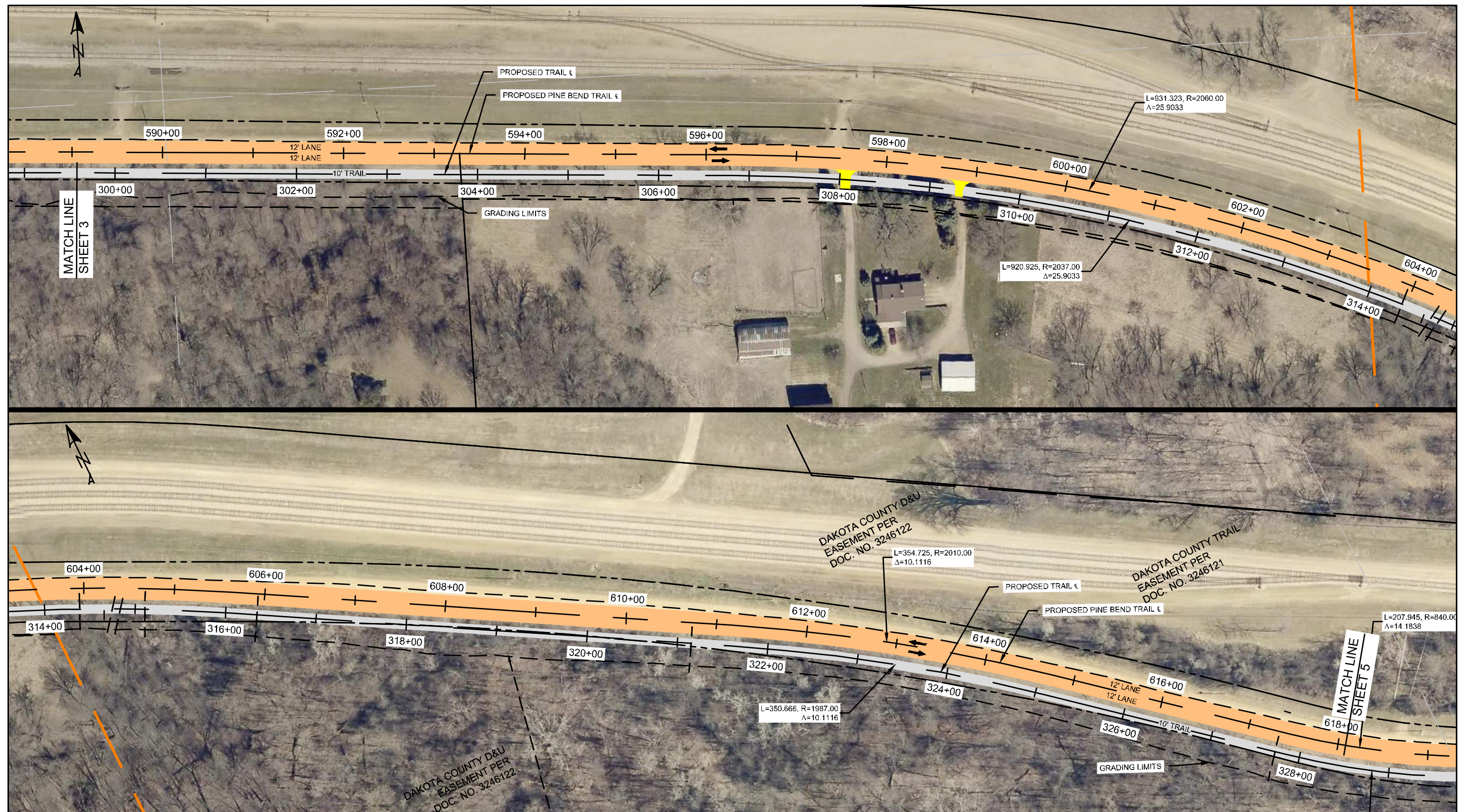


MISSISSIPPI RIVER GREENWAY  
ROSEMOUNT EAST

05/24/2021

FIGURE  
SHEET 3



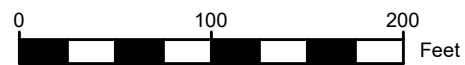
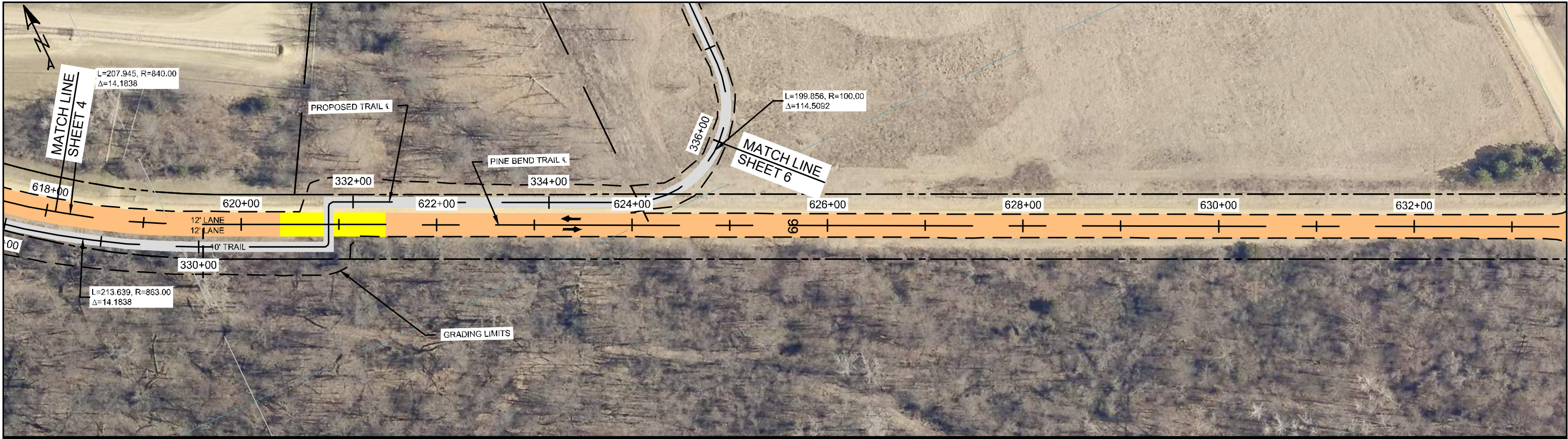


MISSISSIPPI RIVER GREENWAY  
ROSEMOUNT EAST

05/24/2021

FIGURE  
SHEET 4



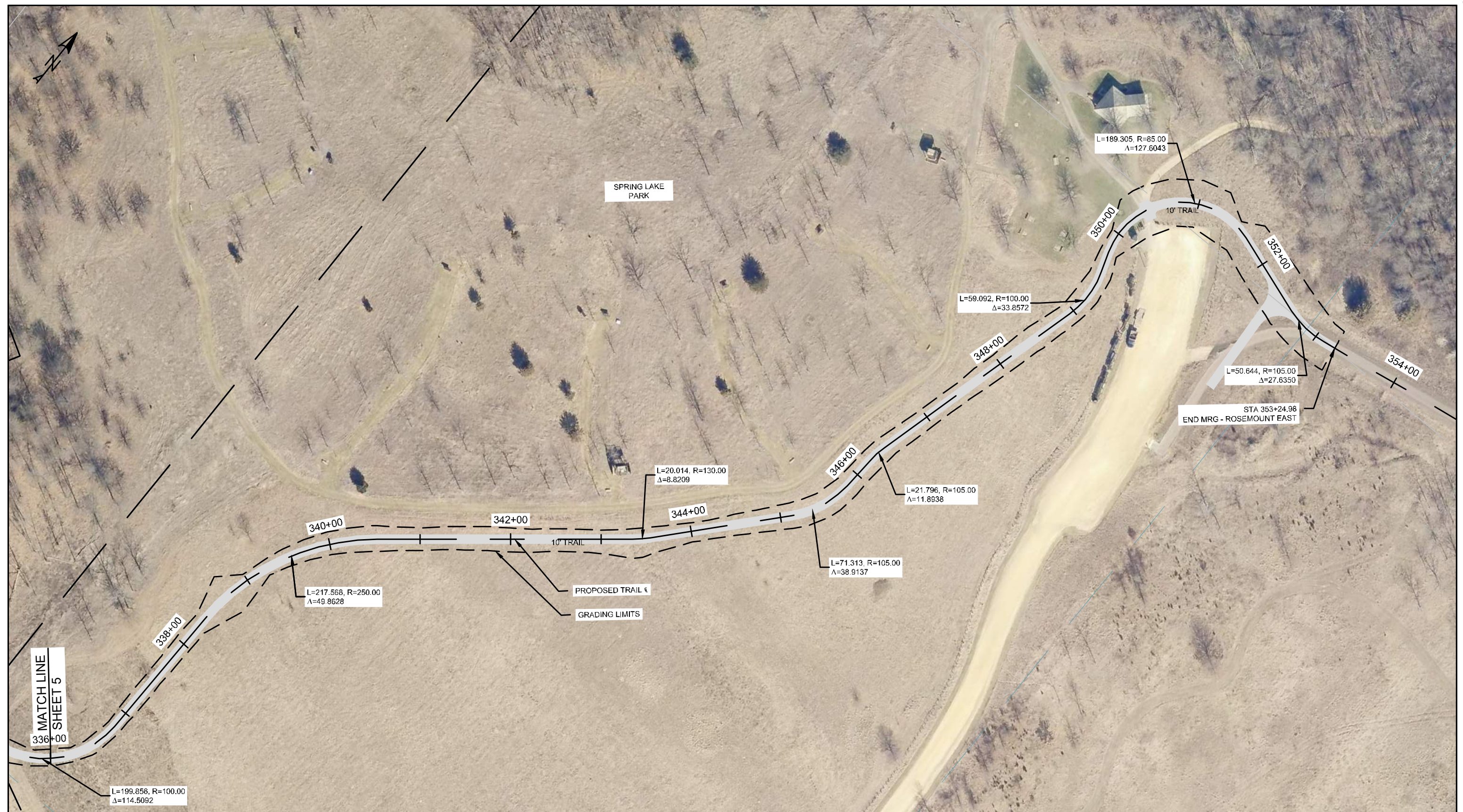


MISSISSIPPI RIVER GREENWAY  
ROSEMOUNT EAST

05/24/2021

FIGURE  
SHEET 5





MISSISSIPPI RIVER GREENWAY  
ROSEMOUNT EAST

05/24/2021

FIGURE  
SHEET 6



## Project P00109 - Greenway Development: Mississippi River Greenway - Rosemount East

	Expense Budget			Funding Sources Budget							
	Budget	Proposed RBA	Revised Budget	Current County's		Revised County's		Current Non-		Revised Non-County	
Year				Share	Proposed RBA	Share		County Funding	Proposed RBA	Funding	Project Funding
Prior to 2021	11,545,263	-	11,545,263	9,695,263	-	9,695,263		1,850,000	-	1,850,000	11,545,263
2021 Budget	600,000	-	600,000	-	-	-		600,000	-	600,000	600,000
2022 Plan	400,000		400,000	400,000	-	400,000		-	-	-	400,000
2023 Plan	-		-		-	-		-	-	-	-
2024 Plan	-		-		-	-		-	-	-	-
2025 Plan	-		-		-	-		-	-	-	-
Current CIP Total	1,000,000	-	1,000,000	400,000	-	400,000		600,000	-	600,000	1,000,000
Costs Beyond Current CIP	-		-	-		-		-		-	-
Total	12,545,263	-	12,545,263	10,095,263	-	10,095,263		2,450,000	-	2,450,000	12,545,263



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-361

Meeting Date: 11/9/2021

**DEPARTMENT:** Physical Development Administration

### TITLE

Planning Commission Update

### PURPOSE/ACTION REQUESTED

Receive an update on issues addressed by the Planning Commission.

### SUMMARY

The Dakota County Planning Commission met on Thursday, October 28, 2021. The Planning Commission minutes from the meeting are attached (Attachment: Minutes). The Planning Commission addressed the following topic:

#### Miesville Ravine Park Reserve Natural Resources Management Plan and Master Plan

The Planning Commission received an update on the completed natural resources inventory for the park reserve. Planning Commission members also reviewed and commented on the scope and timeline for the upcoming master plan update.

### RECOMMENDATION

Information only; no action requested.

### BOARD GOALS

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

### PUBLIC ENGAGEMENT LEVEL

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

### EXPLANATION OF FISCAL/FTE IMPACTS

None.

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

### RESOLUTION

Information only; no action requested.

### PREVIOUS BOARD ACTION

None.

**ATTACHMENTS**

Attachment: Minutes

**CONTACT**

Kurt Chatfield

**Dakota County Planning Commission**  
**Advisory Committee Meeting Minutes-Draft**  
**Date: October 28, 2021**  
**Time: 7:00 p.m. to 9:00 p.m.**

Members Present		Staff Present		Others Present	
Jerry Rich	<input checked="" type="checkbox"/>	Robert Timmerman	<input checked="" type="checkbox"/>	Kurt Chatfield	<input checked="" type="checkbox"/>
Lori Hansen	<input checked="" type="checkbox"/>	Nate Reitz	<input type="checkbox"/>	Liz Hansen	<input checked="" type="checkbox"/>
Jill Smith	<input checked="" type="checkbox"/>	Jim Guttman	<input checked="" type="checkbox"/>	Niki Giesler	<input checked="" type="checkbox"/>
Greg Oxley	<input checked="" type="checkbox"/>	Tony Nelson	<input checked="" type="checkbox"/>	Lil Leatham	<input checked="" type="checkbox"/>
Amy Hunting	<input checked="" type="checkbox"/>	Donald Post	<input checked="" type="checkbox"/>	Joe Walton	<input checked="" type="checkbox"/>
Barry Graham	<input checked="" type="checkbox"/>	Dennis Peine	<input checked="" type="checkbox"/>		
Ramraj Singh	<input checked="" type="checkbox"/>				

**Meeting Called to Order**

**Time: 7:01 p.m.**

**By: Chair Oxley**

Commissioner Hansen joined the meeting at 7:19 pm

**Public Comment**

**Approval of Agenda**

Motion by: Commissioner Singh

Second by: Commissioner Smith

Vote: Unanimously approved.

**Approval of Minutes (from September 23, 2021 meeting)**

Motion by: Commissioner Graham

Second by: Commissioner Post

**Item #1: Miesville Park Reserve Natural Resources Management Plan**

**Action / Information**

Comments/Notes: Joe Walton, Natural Resource Senior Ecologist, Parks, and Jason Naber, Project Manager-Biologist, Emmons & Olivier Resources, presented this item and responded to questions.

Research and Findings were discussed regarding the site location, features, observations, and issues.

**Questions and comments by Commissioners along with responses from staff (italics):**

Commissioners discussed the increasing levels of nitrates in the Trout Brook and asked staff about the source of the nitrates and implications for aquatic health. *Staff responded that the nitrates are primarily from agricultural fertilizers that are from runoff but also through rapid groundwater infiltration and enter the trout stream from springs. The increased nitrogen levels contribute to algae blooms and result in*



*vigorous aquatic plant growth. The nitrate levels are not at critical levels at this time, but they are significantly above the State's nitrate standards.*

Commissioners discussed the status of buckthorn and other invasive plants in the park and inquired about the extent of invasive species. *Staff responded that buckthorn and other non-native plants are present, but they are still at manageable levels. It is important to act now to stay on top of invasive species. One of the most damaging invasive species is earthworms because they are so impactful on soil health. Unfortunately, there are not effective strategies at this time to control earthworm impacts.*

Commissioners discussed whether it is safe to eat fish from the Trout Brook. *Staff responded that fish are abundant, and there are no known health concerns with eating the fish.*

There was a general discussion about the high quality of natural resources in the park. Several Commissioners expressed their desire to protect and restore the park's natural resources and that this should be a priority in the Natural Resources Management Plan. Recreational uses may be limited at this park because Lake Byllesby Regional Park is relatively nearby and is well suited for providing more active recreational uses.

Commissioners also discussed the likelihood of cultural resource sites in the park and supported the idea of engaging Native Americans in the planning process. *Staff responded that similar to Spring Lake, a Cultural Lands Survey will be conducted and that Tribal Historic Preservation Officers will be asked to be part of the planning process. It is anticipated that since there are so many known burial sites, campsites, and ceremonial sites in the Cannon River Valley that there will be sites within the park.*

Commissioners discussed the presence of a large powerline that is within the park and running within the banks of the Cannon River. A request was made for staff to determine who owns the powerline, with the possibility of notifying the utility company to consider relocating the line in the future.

At the conclusion of the Natural Resource Management Plan discussion, the Planning Commission watched a short video courtesy of Trout Unlimited showing the results of recent natural resource restoration efforts along Trout Brook. The video can be found on YouTube at the following link: <https://youtu.be/rhk2BAMaE0g>

## **Item #2: Miesville Park Reserve Master Plan Update**

**Action / Information**

Comments/Notes: Lil Leatham, Sr. Planner, presented this item and responded to questions.

### **Questions and comments by Commissioners along with responses from staff (italics):**

Following the staff presentation, Commissioners inquired about the existing Master Plan, including the planned bridge over the Cannon River and what agency would construct the bridge. The location of the bridge was also discussed with respect to public use areas and viewsheds. *Staff responded that it had not been determined what agency would build a bridge over the river at this time (to the Cannon Valley Trail), and that is something that can be addressed in the update of the Master Plan.*

There was a brief discussion about the existing informal canoe landing. *Staff mentioned that a new landing was proposed in the existing Master Plan that is down the river and on land that is envisioned to be part of the park someday.*

The Planning Commission concluded their discussion of the upcoming Master Plan with a few observations about the quality of the Trout Brook, natural resources, and cultural resources. Several comments were made that the emphasis of the Master Plan should be on natural resource restoration.

### **Planning Manager Update and County Board Actions**

Authorized acceleration of Dakota County Greenway System in 2022-2026 Capital Improvement Program

### **Upcoming Public Meetings – Community Outreach**

South St. Paul Library Open House	Wednesday, November 10, 5:00pm-7:00pm Central Square Community Center, Centennial Room, South St. Paul <a href="https://www.co.dakota.mn.us/libraries/HoursLocations/SSP/">https://www.co.dakota.mn.us/libraries/HoursLocations/SSP/</a>
--------------------------------------	--

### **Topics for Next Meeting** (Thursday, November 18, 2021)

- County 42 Visioning Study – Draft Report

### **Planning Commissioner Announcements/Updates**

#### **Adopt-a-Drain Program**

A commissioner mentioned that the Adopt a Drain Program invites citizens to adopt one or more local storm drains and to voluntarily keep those drains clear of debris throughout the year as a means of protecting and improving water quality in our lakes and rivers. The Adopt a Drain Program can be viewed as the following website: (<https://mn.adopt-a-drain.org/>).

#### **Adjourn: 8:35 p.m.**

Motion by: Commissioner Graham

Second: Commissioner Post

Vote: Unanimously approved.

**Next Regular Meeting: Thursday, November 18, 2021.** The next meeting is planned to be in person at Western Service Center.



# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-364

Meeting Date: 11/9/2021

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

### **TITLE**

Authorization To Execute Contract Amendment With Bolton And Menk, Inc. For Professional Services For Minnesota River Greenway Fort Snelling Segment

### **PURPOSE/ACTION REQUESTED**

Authorize execution of a contract amendment for professional services for the pedestrian bridge portion of the Minnesota River Greenway Fort Snelling Segment (P00127).

### **SUMMARY**

Dakota County is proceeding with the Minnesota River Greenway - Fort Snelling Segment to construct 3.7 miles of the greenway between trailheads located near Nicols Road and Lone Oak Road in Eagan, including a pedestrian bridge to cross over railroad owned by Union Pacific (Attachment: Project Map). By Resolution No. 18-487 (September 18, 2018), the County entered into a contract with Bolton & Menk Inc. for \$269,850 to complete design for the pedestrian bridge. By Resolution No. 20-291 (June 16, 2020), the contract was amended to increase the not-to-exceed amount to \$339,580. The Dakota County Board of Commissioners (Board) approved the schematic design of the bridge for the project by Resolution No. 20-163 (March 24, 2020).

Through continued design work and investigation of the project area, several extensive redesigns of the bridge were undertaken due to constraints within the project area, including:

- Transmission line clearance. The bridge structure must have adequate distance from the suspended transmission wires.
- Union Pacific track crossing. The bridge structure is required to maintain clearance of twenty-three feet four inches over the entire one hundred foot corridor of Union Pacific right-of-way.
- Avoidance of protected fen. The Minnesota Department of Natural Resources (DNR) has identified a rare type of fen immediately west of the proposed bridge location. Early guidance from the DNR has restricted the project from making any direct or indirect impact to the fen as a result of bridge's location or construction. DNR review of bridge plans for fen impacts will continue through final design.

This revised bridge plan is substantially different from the design previously presented and required recompletion of preliminary tasks and an increased amount of interagency coordination. As a result, the contract budget of \$339,580 is nearly exhausted. Review of the design process and the remaining work to complete estimates an additional \$297,600 is needed to complete final plans for construction. The attached memo (Attachment: Amendment Proposal) provides summary of completed tasks and expected remaining work for the bridge design.

**RECOMMENDATION**

Staff recommends authorizing an amendment to the contract with Bolton & Menk, Inc. in the amount of \$297,600, increasing the total amount to \$637,180.

**BOARD GOALS**

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

**PUBLIC ENGAGEMENT LEVEL**

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

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

Total project costs are estimated at \$16,948,709 in the Draft 2022-2026 Parks Capital Improvement Program. The increased contract amount can be covered with available project funds.

**RESOLUTION**

WHEREAS, the Minnesota River Greenway runs along the south side of the Minnesota River in Eagan and Burnsville, extending from I-35W in Burnsville to Lilydale Regional Park in Saint Paul; and

WHEREAS, by Resolution No. 11-516 (October 18, 2011), the Dakota County Board of Commissioners adopted the Minnesota River Greenway Plan; and

WHEREAS, the rapidly developing and robust recreational network that has developed in the area has created increased demand for completion of the trail connection between the recently constructed Lone Oak Trail Head, the Cedar-Nicols Trailhead, and the Minnesota River Greenway Black Dog Segment to the west; and

WHEREAS, by Resolution No. 18-487 (October 11, 2018), the Dakota County Board of Commissioners authorized staff to proceed with consultant selection for the project to include 30 percent design for the river bottom trail (Project Component 1) and 100 percent design and engineering for the Union Pacific Railroad Bridge (Project Component 2); and

WHEREAS, by Resolution No. 18-608 (November 28, 2018), The Dakota County Board of Commissioners authorized staff to enter into a contract with Bolton & Menk, Inc. for design services for the Union Pacific pedestrian bridge for a not-to-exceed amount of \$269,850; and

WHEREAS, by Resolution No. 20-291 (June 16, 2020), the contract not-to-exceed amount was amended by \$69,730 to \$339,580 to address constraints to the bridge that are inherent to the project area; and

WHEREAS, design on the bridge has continued over the past year and has required additional revisions to its design resulting in several revisions and increased coordination with permitting agencies and private utilities; and

WHEREAS, staff and the project consultant have identified an alignment for the bridge that is feasible and can best avoid negative impacts to the project area; and

WHEREAS, significant work remains to advance this alignment through the design process to complete final plans; and

WHEREAS, staff recommends execution of a contract amendment to complete the final design for the Union Pacific Pedestrian Bridge to the satisfaction of Minnesota River Greenway Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Director to execute a contract amendment with Bolton & Menk, Inc. to complete design services necessary to construct the Union Pacific Pedestrian Bridge for the Minnesota River Greenway Fort Snelling Segment (P00127) in an amount not to exceed \$297,600 resulting in a total amended contract not to exceed \$637,180, pending DNR approval of the proposed bridge design, and subject to approval by the County Attorney's Office as to form.

### **PREVIOUS BOARD ACTION**

11-215; 10/18/11

18-487; 9/18/18

18-608; 11/28/18

20-291; 6/16/20

20-163; 3/24/20

### **ATTACHMENTS**

Attachment: Project Area Map

Attachment: Amendment Proposal

### **CONTACT**

Taud Hoopingarner



# Dakota County Minnesota River Greenway- Fort Snelling Segment

Figure 2: Aerial Location

Project Memorandum

May 2019





Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

November 4, 2021

Mr. Joe Morneau - Dakota County Project Manager  
14955 Galaxie Avenue  
Apple Valley, MN 55124

RE: Amendment Request MN River Greenway – Fort Snelling Segment Project - S.P. 019-090-024

Dear Mr. Morneau:

Bolton & Menk, Inc. respectfully requests approval of this Supplemental Agreement for Engineering Services (agreement) for the above referenced project. The agreement is needed to address alterations and additions to the project scope items requested by Dakota County that are not included in our current professional services contract #C0031113 and to extend the contract through June 30, 2022. A list of the additional tasks is below. The total fee associated with this agreement is **\$297,600.00**. A summary of tasks and associated estimated fees are included below. If this agreement is accepted, our total contract amount will increase from **\$339,580.00** to **\$637,180.00**, some of which has already been spent in continued support of environmental documentation and approvals.

#### **PROJECT HISTORY**

On October 19, 2018, Bolton & Menk submitted a proposal to provide design services in support of Dakota County to develop plans for the Minnesota River Greenway Fort Snelling Segment. The original contract was executed February 15<sup>th</sup>, 2019.

Bolton & Menk & County staff met on February 7, 2020, to discuss project scope and deliverables to date. The results of the meeting were summarized email on February 10, 2020, and led to a contract amendment dated July 13<sup>th</sup>, 2020, which was to include final design of the then current preliminary bridge plans.

Since that time, the preliminary bridge plans have undergone several unforeseen and additional alterations due to the relocation of a large Xcel utility pole and project proximity to numerous environmental resources. These alterations have resulted not only in additional work, but also in the need for a much larger and more complicated and costly bridge structure.

Additional scope requests resulting from these changed conditions include the following tasks:

#### **CONTINUED MANAGEMENT & COORDINATION**

Additional oversight will be required to manage the additional scope and duration of the project. This includes increased involvement in coordination efforts with Xcel Energy for replacement of the transmission line pole as well as Union Pacific Railroad in development of consent related to 60% and 100% project plans.

#### **ADDITIONAL SERVICES FEE**

**\$28,000**

## **ENVIRONMENTAL**

Additional agency coordination meetings and technical evaluation panel (TEP) meetings will be required related to change in footprint and need for development of construction access plans. This will include:

- 3 TEP Meetings
- Wetland Replacement/Temporary Impact Plan
- Clearing & Grubbing Plan
- FEN Management Plan
  - The plan will include pre-construction monitoring to develop a base line condition, construction monitoring to understand the effects of construction on the fen and post construction monitoring. Monitoring will focus on hydraulic data but will also include vegetation monitoring.
    - *Transitioning to FEN Mitigation Plan if Required (Assumed Unnecessary)*

*ADDITIONAL SERVICE FEE (BOLTON & MENK) \$43,000*

A precursor to the FEN Management Plan will be shallow depth soil borings that focus on water chemistry and the various confining or restrictive soil layers that potentially contribute to FEN conditions. Testing the calcium content of ground water will determine the source of water feeding the FEN.

- Quotation Obtained from Braun Intertec:
  - *9 Soil Borings & Sample Soil Strata Collection*
  - *18 Water Chemistry Tests*
  - *Laboratory Evaluation*

*ADDITIONAL SERVICE FEE (BRAUN INTERTEC) \$27,600*

**ADDITIONAL SERVICES FEE (TOTAL) \$70,600**

## **PRELIMINARY BRIDGE PLAN APPROVAL**

The preliminary bridge plans are not yet approved by the MnDOT Bridge Office. Changes to trail width are underway. Project requirements of the TEP may require further plan alteration. Once all geometric issues are resolved, the plans will be routed through the MnDOT State Aid Bridge Office for review.

- Finalize Bridge Geometry
- Incorporation of TEP Requirements
- State Aid Bridge Submittal & Comment Resolution
- Railroad Crossing Location Plan

**ADDITIONAL SERVICES FEE \$25,000**

## **FINAL BRIDGE DESIGN & DETAILED BRIDGE PLANS**

The scope of design for the railroad crossing has changed multiple times and the current design is not only more extensive than what was originally scoped but also more complex. The original scope was for a few



bridge spans that would tie into the land. We were estimating a 50-page planset for this part of the project, which now includes fifteen spans and will require nearly 120-plan sheets.

Time originally allocated to final design was used to develop numerous iterations of the preliminary bridge plan attempting to eliminate or reduce utility and environmental conflicts. In conjunction, the current geometric layout includes more complex elements such as a helical ramp and curved steel girders requiring more sophisticated analysis and intricate plan details. Remaining items for this task include:

- Abutment Design & Detailed Plans
- Pier Design & Detailed Plans (15 piers)
- Prestressed Beam Design & Detailed Plans
- Prefabricated Steel Through Truss Design & Details
- Helical Ramp
  - Finite Element Model
  - Design & Detailed Plans
- Curved Steel Girder Design & Detailed Plans
  - System Analysis
  - Splice Design
- Trail Restoration Plans
- State Aid Bridge Submittal & Comment Resolution
- Special Provisions & Construction Cost Estimation

**ADDITIONAL SERVICES FEE**

**\$202,000**

**PROJECT MANAGEMENT OVER-RUN**

Bolton & Menk acknowledges an over-run of the project management fees (task 1) in the original contract in the amount of \$27,989. This is consistent with and reflects the conversation between Chris Chromy (BMI) and Josh Kinney (Dakota County) held on February 7, 2020 and summarized via email on February 10, 2020. This credit acknowledges that discussion and honors that agreement.

**REDUCTION IN SERVICES FEE**

**(\$28,000)**

**AMMENDMENT SUMMARY**

Project Management & Coordination	\$28,000
Environmental	\$70,600
Preliminary Bridge Plan Approval	\$25,000
Final Design & Detailed Bridge Plans	\$202,000
<i>Project Management (Task 1) Over Run</i>	<i>(\$28,000)</i>
<b>Total Contract Amendment Request</b>	<b>\$297,600</b>

### **CONTRACT SUMMARY**

Original Contract	\$269,850
Amendment 1	\$69,730
<b>Amendment 2 Request</b>	<b>\$297,600</b>
Proposed Total Contract Amount	\$637,180

The requested amendment will be sufficient to successfully deliver the project based on the current scope of work. If you approve this contract amendment request, please execute a contract amendment. Please contact me at [james.archer@bolton-menk.com](mailto:james.archer@bolton-menk.com) or 612-205-5160 with any questions or if you need additional information.

Sincerely,

**BOLTON & MENK, INC.**



**James D. Archer, PE**

Principal Structural Engineer

cc: Christopher S. Chromy, PE  
Eric Johnson, PE



# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-366

**Meeting Date:** 11/9/2021

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

### **TITLE**

Project Review And Authorization For Staff To Negotiate Purchase of Property For Youth Shelter

### **PURPOSE/ACTION REQUESTED**

Review project and authorize staff to negotiate purchase of property in Mendota Heights, MN, to be developed and operated as a youth shelter.

### **SUMMARY**

After the closure of a youth shelter located in Hastings in 2019, Dakota County has had a gap in the continuum of safe housing options for youth experiencing a personal or family crisis. Dakota County's goal is to reunite youth with their families in a safe living situation whenever possible. Without this local resource, many youths have had to leave their communities to access services during a time of crisis.

Living Well Disability Services (LWDS) intends to close its residential facility for people with disabilities located at 2031 Victoria Road South in Mendota Heights. After initial reviews, it was determined that this location and existing facility could adequately serve as a shelter facility for youth. County staff completed a condition assessment in July 2021, and a property appraisal was completed in October 2021. Both reports further indicate this property would be a good fit for this identified use. County staff has also communicated with the City of Mendota Heights to confirm that the intended use as a youth shelter complies with current zoning regulations.

This project proposes to purchase this property in Mendota Heights and minimally renovate the existing facility into a youth shelter, then contract with a vendor to operate a 24-hour housing and program facility. Interior renovations could include updating finishes, restrooms, and kitchen facilities and updating mechanical and electrical systems to be more efficient. Exterior improvements could include removing diseased trees or trees at the end of their life and adding fences or barriers along some property lines. Security improvements may also be made by adding alarms and cameras dependent on the vendor's needs.

Washington County has been partnering with Dakota County's Community Services Division to address the service gap created by the 2019 facility closure. Washington County has received approval from its Board of Commissioners to make a substantial financial commitment to this project. Several other community partners, organizations, and entities have also expressed their support for this project through ongoing discussions and public engagement events.

Staff will return to the Board for approval to enter into a Purchase Agreement for the property after completing due diligence efforts.

**RECOMMENDATION**

Staff recommends that the County Board authorize staff to negotiate to purchase the property in Mendota Heights, MN.

**BOARD GOALS**

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

**PUBLIC ENGAGEMENT LEVEL**

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

Available American Rescue Plan funding combined with committed funds from Washington County will create a total project budget used for all project costs.

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

**RESOLUTION**

WHEREAS, there is an ongoing need for temporary emergency housing and support services for youth; and

WHEREAS, there is an opportunity to purchase an existing property and facility that could be minimally renovated to adequately serve as a shelter facility for youth; and

WHEREAS, staff has completed a condition assessment and property appraisal and will complete additional due diligence efforts on the property; and

WHEREAS, staff has identified several supportive partners for this project, including funding commitments from Washington County; and

WHEREAS, staff will return to the Board to request approval to enter into a Purchase Agreement after completing due diligence on the property; and

WHEREAS, staff recommends that the County Board authorize staff to negotiate the purchase of the property in Mendota Heights, MN, subject to County Board approval.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to negotiate the purchase of property in Mendota Heights, MN to be developed and operated as a youth shelter, subject to future approval by the Board of Commissioners.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

None.

**CONTACT**

Taud Hoopingarner



# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-392

Meeting Date: 11/9/2021

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**DEPARTMENT:** Environmental Resources

### **TITLE**

Authorization To Extend And Renegotiate Lease Agreement Between Dakota County And Specialized Environmental Technologies, Inc, For Use Of County-Owned Property In Empire Township

### **PURPOSE/ACTION REQUESTED**

Authorize staff to provide notice of decision to grant a request for lease agreement extension and renegotiate the terms for lease between Dakota County and Specialized Environmental Technologies, Inc. for use of County-owned land in Empire Township.

### **SUMMARY**

Since March 22, 1995, Dakota County has leased approximately 37 acres of land in Empire Township to Specialized Environmental Technologies, Inc. (SET) for solid waste management purposes (Attachment: Map of Leased Property). The overall parcel includes a variety of uses, including the SET composting operations, the Dakota Woods Dog Park, and a lease of land for farming. The parcel is bounded by Blaine Avenue and County Road 46, both of which are scheduled for improvement within the next five years (Attachment: Empire Lease Issues Summary). On May 23, 2017, the Dakota County Board of Commissioners granted a lease extension through June 30, 2022 (Resolution No. 17-272).

The lease activities for SET are licensed by Dakota County and permitted by the Minnesota Pollution Control Agency. The solid waste management operations are source-separated organics composting and yard waste composting facilities and a mixed municipal solid waste transfer station. These activities support County and State waste management goals for waste processing and composting. In 2020, over 21,000 tons of food waste and other organics were composted, and 2,387 tons of municipal solid waste were transferred to a processing facility for conversion into refuse-derived fuel.

The State's Metropolitan Solid Waste Management Policy Plan requires Metropolitan counties to ensure systems are in place that foster the growth of organics recovery, and all Metropolitan Solid Waste Master Plans include progressive organics programs. Specialized Environmental Technologies, Inc. is one of only two permitted organics composting sites serving the Metropolitan area. The site is needed now and over the next few years to bridge the gap as County organics programs expand, and more facilities are built. Current capacity for the two sites is 44,000 tons/year, and current regional plans project over 200,000 tons/year by 2030.

The lease includes additional extension language that requires SET to provide the County with written notice of their intent not to extend the lease or its request for a five-year extension of the term of the lease by October 1, 2021. Specialized Environmental Technologies, Inc. provided notice of their intent to extend the lease on September 29, 2021 (Attachment: SET Request for Empire Lease

Extension) and provided a list of proposed amendments to the current lease agreement. The current lease agreement requires the County to provide written notice of its decision to grant or deny SET's request for an extension of the term of the lease within 90 days of receipt of SET's request for the extension.

### RECOMMENDATION

Staff recommends authorizing the Environmental Resource Department to notify SET of its decision to grant SET's request for an extension to the current lease and to enter into negotiations to establish a new Lease Agreement with SET to be brought before the Dakota County Board of Commissioners for review and approval.

### BOARD GOALS

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

### PUBLIC ENGAGEMENT LEVEL

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

### EXPLANATION OF FISCAL/FTE IMPACTS

None at this time.

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

### RESOLUTION

WHEREAS, Dakota County has leased approximately 37 acres of land in Empire Township to Specialized Environmental Technologies, Inc. (SET) for solid waste management purposes, including source separated organics composting, yard waste composting, and mixed municipal solid waste transfer since March 22, 1995; and

WHEREAS, these activities support County and State waste management goals for waste processing and composting; and

WHEREAS, Metropolitan counties are required to ensure systems are in place that foster the growth of organics recovery; and

WHEREAS, all Metropolitan Solid Waste Master Plans include progressive organics programs; and

WHEREAS, SET is one of only two permitted organics composting sites serving the Metropolitan area, and the site is needed now and over the next few years to bridge the gap as County organics programs expand and more facilities are built; and

WHEREAS, current capacity for the two sites is 44,000 tons/year, and current regional plans project over 200,000 tons/year by 2030; and

WHEREAS, SET provided notice of their intent to extend the lease on September 29, 2021; and

WHEREAS, the County is required to provide written notice of its decision to grant or deny SET's request for an extension of the term of the lease within 90 days of receipt of SET's request for the extension.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to notify Specialized Environmental Technologies of their decision to grant an extension of the lease, subject to completion of negotiation of the lease extension; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to enter into negotiations with Specialized Environmental Technologies to renegotiate the current lease, subject to approval by the County Attorney's Office as to form, for Dakota County Board of Commissioners review and approval prior to June 30, 2022.

**PREVIOUS BOARD ACTION**

11-089, 2/15/11

16-043, 1/19/16

17-272, 5/23/17

**ATTACHMENTS**

Attachment: SET Request for Empire Lease Extension

Attachment: Map of Leased Property

Attachment: Empire Leases Issues Summary

**CONTACT**

Georg Fischer



Figure 1. Empire Property

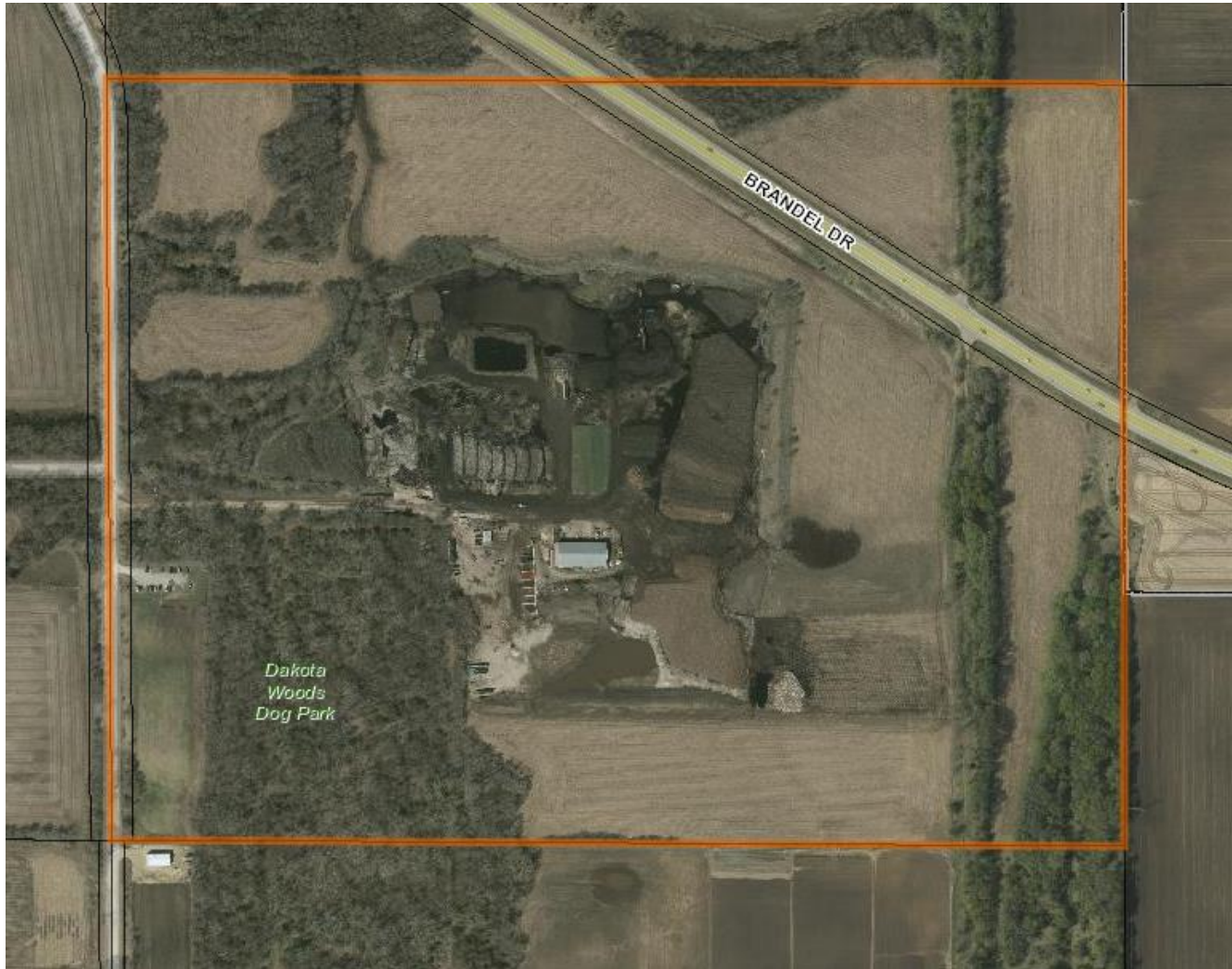


Figure 2: SET Leased Property



## **EMPIRE LEASE – BRIEF ISSUES SUMMARY**

This document is a brief summary of conversations between Dakota County's Office of Performance and Analysis (OPA) and Dakota County subject matter experts<sup>1</sup> to help provide context to issues surrounding a potential lease extension for the Specialized Environmental Technologies (SET) composting site at 16454 Blaine Avenue, off County Road 46, in Empire Township.<sup>2</sup>

The Empire Township parcel in question includes a variety of uses, including SET's composting operations, the Dakota Woods Dog Park, and the lease of land for farming.

The site's uses have a significant impact within and outside of Dakota County. SET's composting operations at the Empire site play a critical role in organics management in the Metropolitan area. Disruption of the organics operations without a clear alternative would create challenges in the ability to address organics waste management.

Another primary use of the site to consider is the Dakota Woods Dog Park. Although it is utilized primarily by the residents of Rosemount and Farmington, the Dakota Woods Dog Park is the only dog park on Dakota County owned land and any changes to use of the parcel would require additional planning.

Given the variety of uses and importance of the site, if Dakota County opts to renew the parcel's lease with SET, the parcel may benefit from long-range planning to help determine the best options for future use of the property.

### **Timeframe**

The current 5-year lease ("Lease") with SET will expire on June 30, 2022. The lease provides the option for two five-year extensions by mutual agreement of SET and the County. If both extensions are approved, the lease will run through 2032.

As required under the Lease, SET requested an extension on September 29, 2021. Under the Lease the County must respond to the request for extension within 90 days. The 90-day period will expire on December 28, 2021. If the County intends to renew, the parties must execute a Lease extension by June 30, 2022.

### **Lease Revisions**

Dakota County has until December 28, 2021 to determine whether to either renew or terminate the Lease with SET. In addition to extending the term, the parties can also negotiate modifications to other provisions. Any amendments must be executed by June 30, 2022.

In addition to requesting an extension of the term, SET also requested amendments to other provisions of the Lease. SET has proposed a 10-year extension (expiring in 2032) with an option for two additional five-year extensions (potentially extending the lease to June 30, 2042). Under

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<sup>1</sup> This initial summary was compiled through a series of interviews in 2021 between OPA and Dakota County subject matter experts, including the following: Jeff Bransford, Renee Burman, Kurt Chatfield, Tom Donely, Lori Frekot, Erin Laberee, and Dave Magnuson.

<sup>2</sup> See Attachment 1 for an aerial photo of the site.

SET's proposal, if SET is not in default of the lease, the County would grant SET's request for extension. A full copy of SET's proposed lease extension is included within Attachment 2.

### **Lease Revenue**

As of the 2017 lease renewal, the County's annual revenue from the lease of the property to SET is \$25,658.20. This amount is adjusted annually according to the Consumers Price Index.

### **First Right of Refusal**

The County purchased the Empire site almost 30 years ago from the University of Minnesota for use by a Waste-to-Energy facility. At the time of purchase, the University of Minnesota was granted a First Right of Refusal if Dakota County decided to sell the parcel. Since that time, most of the land has been deeded back to the University of Minnesota. Prior to selling the Empire site to SET, or any other party, the University must be given the opportunity to exercise its right of first refusal.

### **Site Clean-Up**

If SET is required to vacate the land, the Lease provides clean-up of the site to restore it to a condition substantially equal to or better than at the beginning of SET's or its predecessor's occupancy. A number of significant issues (including buildings installed by SET, underground infrastructure, and the clay pad) need to be addressed if the Lease is not extended/amended.<sup>3</sup> Timeframes would need to be established for clearing the site.

### **Termination**

Lease termination will necessitate SET to either discontinue or relocate organics composting operations. Relocation would require SET to find and purchase land. If SET does not have a permit for organics composting at another location, the permitting process through the Minnesota Pollution Control Agency (MPCA) for another site could take at least two years. Additional time would be needed to construct facilities for a new site to be operational.

### **Organics Management**

A major consideration for the Empire site is organics management. Currently, two sites are fully permitted for organics composting in the Metropolitan area, the SET site and the Shakopee Mdewakanton Sioux Community (SMSC) organics composting facility in Scott County. Although the SMSC facility currently has capacity, it is unable to receive organics from additional sources and operates under stricter provisions.<sup>4</sup> Even though other Metropolitan area counties are planning construction of anaerobic digester systems,<sup>5</sup> these will not eliminate the need for commercial composting facilities in the Metropolitan area. In addition, the site is one of seven yard waste drop off sites serving both residents and businesses. As a result, closing the SET site, and the associated loss of composting capacity, would hinder the ability to enforce organics

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<sup>3</sup> The current lease allows an option for the clay pad to remain.

<sup>4</sup> The SMSC site is planning on relocating to expand capacity, this relocation will not occur in the near term.

<sup>5</sup> Anaerobic composting systems breakdown organic materials through the elimination of oxygen.

collection mandates throughout the Metropolitan area and to provide yard waste drop-off services.<sup>6</sup>

## **Metropolitan Solid Waste Policy Plan**

The state's Metropolitan Solid Waste Policy Plan requires Metropolitan counties to ensure systems are in place that foster the growth of organics recovery. As a result, all Metropolitan Solid Waste Master Plans include organics programs. SET and SMSC are the only two permitted organics composting sites serving the Metropolitan area. Over the next few years, the site would help bridge the gap as county programs expand and more facilities are built.

Current capacity for the two sites is 44,000 tons/year and current regional plans project over 200,000 tons/year by 2030. Of the two sites serving the Metropolitan area, the SET compost facility is permitted to accept 300 tons of material per day (150 tons of source-separated organic materials and 150 tons of yard waste).

## **Solid Waste Master Plan**

Dakota County's 2018-2038 Solid Waste Master Plan includes composting objectives and strategies. One strategy in the Solid Waste Master Plan is the "lease (of) County-owned land to support organics capacity." Specifically, the plan indicates that Dakota County will "Manage the lease for private-sector commercial organics composting operations (e.g. source-separated organics, yard waste composting) through June 2022, with possible extensions available through 2032."

Additional strategies include providing drop off opportunities for organics collection from residents, supporting organics collection in County waste abatement programs (e.g., multi-family, business, school), and collecting organics in County operations. As a result, closure of the SET composting facility would hinder the County's ability to carry out strategies, meet objectives, and continue projects and programs within the community for organics management.

The SET site is consistent with the Solid Waste Master Plan strategy to "support private and public sector efforts in the region to develop new or expanded organics (including yard waste) transfer and management capacity by 2022." Dakota County and its Metropolitan county partners currently use SET for organics composting. Metropolitan Solid Waste Master Plans also include new organics strategies where capacity is needed, such as residential curbside collection in Hennepin, Washington, and Ramsey counties beginning in 2022. Additional capacity will be needed as these strategies are implemented.

## **Ordinance 110, Solid Waste Management**

Dakota County's Ordinance 110 for solid waste management was amended in 2019 and requires large commercial organics generators to separate back-of-house organics from other solid waste. The requirements are phased from 2022 to 2024 and include food wholesalers, grocery stores, hospitals, schools, restaurants, and many other entities that generate food waste from kitchen prep, dishwashing, and food storage areas. The SET composting facility provides an option in proximity to commercial organics generators, which reduces compliance costs.

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<sup>6</sup> Other sites operated by SET only handle yard waste.



## **Agricultural Use**

In addition to SET's use of the parcel, 42 acres of the property are leased for agricultural use.<sup>7</sup>

## **County Road Realignment**

The parcel is bounded by Blaine Avenue to the west and County Road (CR) 46 diagonally crosses its northeast corner. Dakota County intends to eventually improve the intersection of CR 46 and Blaine to comply with County standards, which will include the creation of a 90-degree intersection and making corresponding adjustments to curves in the roads. Resulting road realignments, especially to Blaine Avenue, may cut into the usable land for the adjacent Dakota Woods Dog Park. Specifics for the road realignment will be determined during the project design phase in 2022-2023. Right-of-way purchase is scheduled for 2025 and construction would take place in 2026.

In addition to the alignment work, CR 46 is scheduled for widening to four lanes in 2023. Access restrictions would also need to be considered prior to the road improvements.

Blaine Avenue is currently a private road owned by the University of Minnesota. Future right-of-way needs for these road projects would be a consideration in advance of a sale of the parcel.

## **Dakota Woods Dog Park**

If Dakota County were to consider sale of the leased property, the Dakota Woods Dog Park, located in the parcel's southwest corner, would need to be either relocated or subdivided from the remainder of the parcel. The 14-acre park is the only dog park located on Dakota County land.

Cities such as Burnsville and Apple Valley have dog parks, but their facilities are smaller. The Dakota Woods Dog Park has the advantage of being well-suited for this use, since it is not adjacent to residential housing, the parcel stays mostly dry, and it is a mixture of grass and wooded areas.

There has been some capital investment related to the dog park, when approximately \$50,000 was utilized to extend water to the site from adjacent University of Minnesota land.

The park primarily serves the residents of Rosemount and Farmington. If the dog park were relocated closer to northern or western population centers it would require an adequately sized and dry parcel, which is ideally not located adjacent to residential areas.

The Whitetail Woods Regional Park Master Plan notes that the County may move the existing off-leash dog area to the park in the future. Preliminary plans place the location of an off-leash dog area on the northern most point of the park.

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<sup>7</sup> In early 2021, Tim Braun was awarded the bid to farm the property at \$196 per acre (\$8,232 total for 42 acres).

**Attachment 1 – Aerial Photo of Empire Parcel**



## Attachment 2 – SET's Proposed Lease Extension

### **FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN DAKOTA COUNTY AND SPECIALIZED ENVIRONMENTAL TECHNOLOGIES INC.**

THIS FIRST AMENDMENT, (First Amendment"), TO LEASE BETWEEN DAKOTA COUNTY, ("County"), AND SPECIALIZED ENVIRONMENTAL TECHNOLOGIES, INC. ("SET") is made and entered into as of the \_\_\_\_\_ day of September, 2021, with reference to the following facts:

#### R E C I T A L S

A. Landlord and Tenant entered into that certain Commercial Lease dated on or about June 29, 2017, ("**Lease**"), attached hereto and incorporated herein as Exhibit I, ("Land"), whereby County leased to SET, those certain premises identified on Exhibit I to said Lease. In recognition of ongoing and extensive improvements by SET, which require significant financial investments by SET and advancements in organic composting, the parties desire to extend SET's occupancy of the Land.

B. SET and County now desire to amend the Lease to extend the Term of the Lease, together with other revisions, all upon the terms and conditions as hereinafter provided. This First Amendment reaffirms the underlying Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. All capitalized terms used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Second Amendment.

2. Term. Section 1 of the Lease: SET may extend the initial Term for ten (10) years, until June 31, 2032, at SET's option, with two additional five (5) year options to the extend this Lease thereafter. If SET exercises its options herein in accordance with the notice provisions in Section 1 of the Lease, provided SET is not in default of the Lease, County shall grant said options to extend the Lease. All other provisions set forth in Section 1 of the Lease shall remain in effect.

3. Demise And Description. Section 2 of the Lease: The Land leased to SET in accordance with the Lease shall include the additional parcels set forth on Exhibit 1-A, attached hereto, which shall be incorporated into the Lease and the Land described therein.

4. Rent. Section 3 of the Lease: The total annual Rent for the year 2022 and thereafter shall be \$\_\_\_\_\_, to account for the additional parcels set forth on Exhibit 1-A, included in the Land leased to SET, with annual adjustments thereto as set forth in the Lease.

Miscellaneous changes? Additions?

5. No Further Modifications. Except as set forth in this First Amendment, all the terms, conditions and rents due pursuant to the Lease shall remain unmodified and in full force and effect. Further, said Lease is hereby reaffirmed by the parties hereto.



6. Further Assurances and Recitals Incorporated. SET and County hereby agree to execute such further documents or instruments as may be necessary or appropriate to carry out the intention of this First Amendment. The recitals stated above are incorporated and made a part of this First Amendment.

5. Counterparts. This First Amendment may be executed in counterparts with the same effect as if all parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

IN WITNESS WHEREOF, the County and the SET have thereunto set their hands the day and year first above written.



# Physical Development Committee of the Whole

## Request for Board Action

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Item Number: DC-311

Meeting Date: 11/9/2021

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**DEPARTMENT:** Environmental Resources

### **TITLE**

Update On And Discussion Of Thompson Oaks River To River Greenway Segment Project

### **PURPOSE/ACTION REQUESTED**

Receive an update on project design and cost estimate for the proposed River to River Greenway Thompson Oaks project.

### **SUMMARY**

The River to River Greenway Master Plan identified a greenway alignment traversing the former Thompson Oaks Golf Course parcel owned by the City of West St. Paul. By Resolution 18-534 (October 23, 2018), the Dakota County Board of Commissioners executed a Joint Powers Agreement (JPA) with the City of West St. Paul to design the Greenway and potential Water Quality Project-adjacent potential City residential development projects on the parcel. The County contracted with Wenck Associates, Inc. (now part of Stantec, Inc.) to evaluate site conditions on the parcel and provide preliminary design services. In reviewing the property and potential water quality project, a large historical dumpsite was evaluated for remediation.

In August 2019, Dakota County submitted a Clean Water Fund grant application to the Minnesota Board of Water and Soil Resources for the Water Quality Project component, and grant funds totaling \$576,448 were subsequently awarded to the County in May 2020. Staff also assisted the City in pursuing \$1.5M in grant funding from the Department of Employment and Economic Development for the contaminated site cleanup project component but were not selected for funding. Subsequently, the City has proposed to contribute \$676,075 in matching funds toward the project, and the County Board of Commissioners allocated an additional \$880,000 from the Environmental Legacy Fund in its 2021 Adopted Environmental Resources Department Capital Improvement Project (CIP) Budget to advance the project.

In 2021, preliminary design work was advanced for the Greenway trail components. The trail design includes the core greenway segment and alternatives to create local trail loops around existing and proposed wetland and stormwater treatment areas. One of the loop alternatives includes a boardwalk across the existing pond to create a loop trail around Wentworth Library (Attachment: Project Layout). Environmental components of the Greenway project include removal of large quantities of buried solid waste, reestablishment of a historic creek currently contained within storm sewer, wetland restoration, and a regional stormwater treatment system to protect and improve the Mississippi River. The 2021 project budget is \$2,228,593 (Attachment: Project Budget). The project scope and estimate has been expanded to include construction of the core River to River Greenway trail alignment, loop trail options, and a boardwalk for a total cost estimate of \$5,217,148 (Attachment: Project Budget).

Contaminated Site Cleanup	\$2,517,642
Water Quality Improvements	\$1,507,379
<u>Greenway with Loop Trails and Boardwalk</u>	<u>\$1,192,127</u>
<b>Total</b>	<b>\$5,217,148</b>

**RECOMMENDATION**

Information only; no action requested.

**BOARD GOALS**

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

**PUBLIC ENGAGEMENT LEVEL**

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

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

**RESOLUTION**

Information only; no action requested.

**PREVIOUS BOARD ACTION**

18-534; 10/23/18

**ATTACHMENTS**

Attachment: Project Budget

Attachment: Concept Drawing

**CONTACT**

Georg Fischer

## Thompson Oaks Water Quality 0170970147 - Current Approved Budget

Year	Expense Budget			Funding Sources Budget					
	Budget	Proposed RBA	Revised Budget	County Funding			Non-County Funding		Total Revised Project Funding
				ELF	Proposed RBA	Revised ELF	City of WSP	BWSR Revised Non-County Funding	
Prior to 2021	768,598	-	768,598	96,075	-	96,075	96,075	576,448	672,523
2021 Plan	1,460,000	-	1,460,000	880,000	-	880,000	580,000	-	580,000
2022 Plan	-	-	-	-	-	-	-	-	-
2023 Plan	-	-	-	-	-	-	-	-	-
2024 Plan	-	-	-	-	-	-	-	-	-
2025 Plan	-	-	-	-	-	-	-	-	-
Current CIP Total	1,460,000	-	1,460,000	880,000	-	880,000	580,000	-	580,000
Costs Beyond Current CIP	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>2,228,598</b>	<b>-</b>	<b>2,228,598</b>	<b>976,075</b>	<b>-</b>	<b>976,075</b>	<b>676,075</b>	<b>576,448</b>	<b>1,252,523</b>

## Current Project Estimates and Funding Sources

Project Component	Total Costs	City	State	County	Unfunded
Contaminated Site Cleanup*	\$ 2,517,642	\$ 580,000	\$ -		\$ 1,937,642
Water Quality Improvement	\$ 1,507,379	\$ 96,075	\$ 576,448	\$ 976,075	\$ (141,219)
Greenway with Loop Trails and Boardwalk	\$ 1,192,127	\$ -	\$ -		\$ 1,192,127
<b>TOTAL</b>	<b>\$ 5,217,148</b>	<b>\$ 676,075</b>	<b>\$ 576,448</b>	<b>\$ 976,075</b>	<b>\$ 2,988,550</b>

\*Unsuccessful \$1.5M State DEED Application



# Thompson Oaks Concept Plan



Boardwalk 1



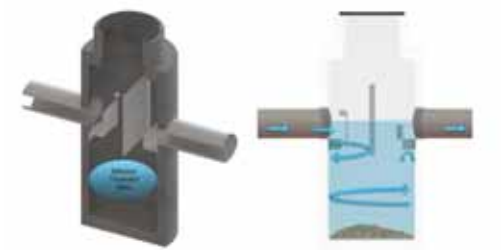
Concrete Weir 2



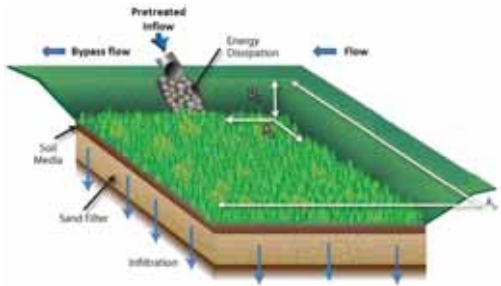
Deep Marsh 3



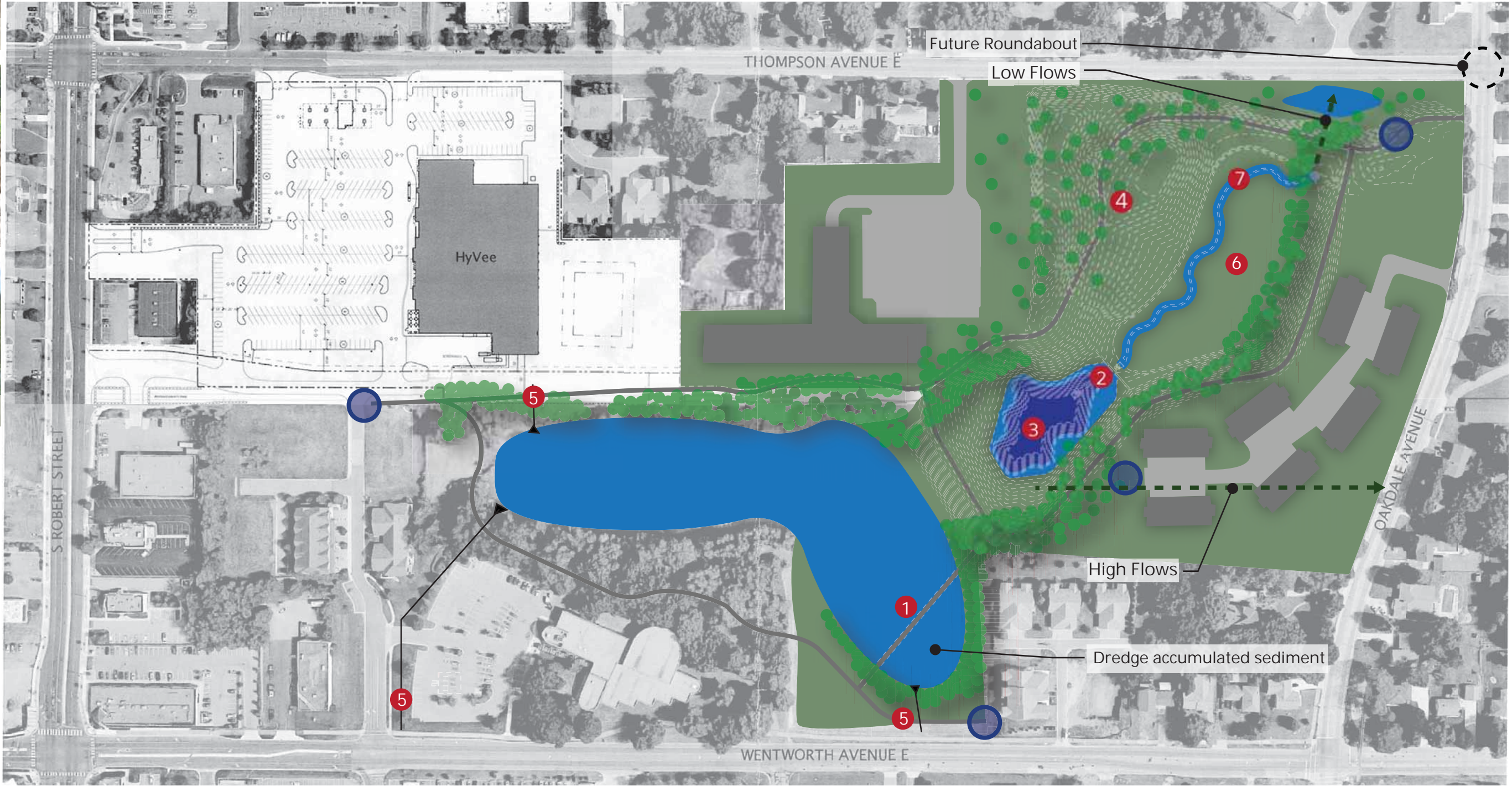
Oak Savanna 4



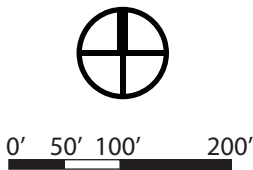
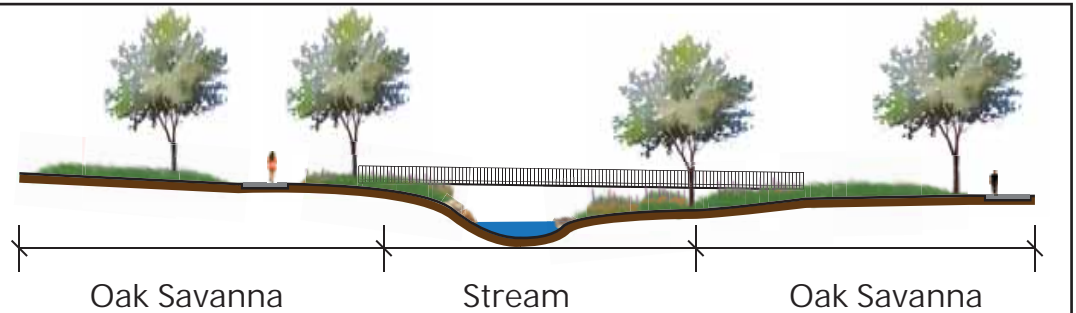
Swirl Separator (SciClone TM) 5



Infiltration Basin (MN PCA) 6



Stream with bioengineering 7



- Legend**
- Trail
  - Neighborhood Connection
  - Future Development





# Physical Development Committee of the Whole

## Request for Board Action

Item Number: DC-369

Meeting Date: 11/9/2021

**DEPARTMENT:** Environmental Resources

### TITLE

Update And Discussion On Energy Generation And Conservation Options.

### PURPOSE/ACTION REQUESTED

Provide an update on the County's past and current energy generation and conservation efforts and discuss potential energy options and goals for the future.

### SUMMARY

In September 2009, Dakota County prepared an "Energy Efficiency and Greenhouse Gas Emissions Reduction Report," which contained internal and external recommendations for increasing energy efficiency and reducing greenhouse gas (GHG) emissions from County operations. That same year, the County Board of Commissioners formally adopted a goal for a 15 percent reduction in governmental operations' GHG emissions by 2015, compared to a 2005 baseline by Resolution No. 09-526 (October 20, 2009).

In January 2017, staff provided an update on the progress toward the adopted goals for emission reduction. At that time, an overall 12 percent reduction in GHG emission had been achieved, and five of eight strategies identified to help meet the goal had been fully implemented. The Physical Development Committee of the Whole advised staff to continue to seek opportunities for energy efficiency and GHG reduction but only implement projects where the estimated payback was within the life cycle of the investment. Numerous metropolitan area government units have passed local energy plans and policies since the January 2017 discussion with the Dakota County Board of Commissioners (Attachment: Local Energy Policies and Plans).

Staff will provide an update on County energy-related projects since 2005, summarize current energy efficiency and conservation achievement (Attachment: Electrical Generation and Use), discuss past and current energy efficiency and GHG reduction achievements and practices (Attachment: 2015 Energy Goals and Strategies Update) (Attachment: Dakota County Energy Efficiency Efforts), identify potential future opportunities and seek guidance on clear future goals for energy generation and conservation projects

### RECOMMENDATION

Information only; no action requested.

### BOARD GOALS

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

**PUBLIC ENGAGEMENT LEVEL**

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

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

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

**RESOLUTION**

Information only; no action requested.

**PREVIOUS BOARD ACTION**

09-526; 10/20/09

**ATTACHMENTS**

Attachment: Local Energy Policies and Plans  
Attachment: Electrical Generation and Use  
Attachment: 2015 Energy Goals and Strategies Update  
Attachment: Dakota County Energy Efficiency Efforts

**CONTACT**

Georg Fischer

## Local Energy Policies and Plans

### **City of Minneapolis:**

2018 Renewable Electricity Resolution: “Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis: Minneapolis reaffirms and formally adopts a goal of reaching one hundred percent (100%) renewable electricity for municipal facilities and operations by 2022. Finance and Property Services staff are directed to bring forward an annual report on the City’s progress towards implementing the adopted “Blueprint for Powering Minneapolis Municipal Operations with 100% Renewable Electricity by 2022.

Be it Further Resolved that, as a strategy to meet its aggressive adopted carbon emission reduction and climate change goals and move away from fossil fuels in all sectors of the energy economy, Minneapolis adopts a goal of getting one hundred percent (100%) of community-wide electricity use from renewable sources by 2030, and directs the City Coordinator’s Office to bring forward an blueprint by the first quarter of 2019 for reaching this goal.”

<https://lims.minneapolismn.gov/Download/FileV2/19374/100-renewables-resolution-final.pdf>

Climate Emergency Declaration (12/21/2019): “Now, Therefore, Be It Resolved by the City Council of Minneapolis: That the global warming caused by human activities, which increase emissions of greenhouse gasses, has resulted in a climate emergency that severely and urgently impacts the economic and social well-being, health and safety , and security of the city of Minneapolis; and demands local, national, social, industrial, and economic mobilization of the resources and labor of the United States, the State of Minnesota, and the City of Minneapolis, at a massive scale to halt, reverse, mitigate, and prepare for the consequences of the climate emergency and to restore the climate for future generations.

Be It Further Resolved that the City of Minneapolis has acted and will take even more aggressive action to halt, reverse, mitigate and prepare for the consequences of the climate emergency.”

[https://lims.minneapolismn.gov/Download/MetaData/15298/2019R-422\\_Id\\_15298.pdf](https://lims.minneapolismn.gov/Download/MetaData/15298/2019R-422_Id_15298.pdf)

Blueprint for Powering Minneapolis Municipal Operations with 100% Renewable Electricity by 2022 (10/23/2017): “This ...report details a method and timeline for the City to claim that 100%^ of its electricity is directly tied to renewable sources. The recommended strategy is to pursue three options simultaneously:

1. Continue to increase the purchase of Renewable\*Connect Electricity or Renewable Energy Credits (RECs) from new wind and solar projects in the Upper Midwest, which will entail extra cost.
2. Maximize the amount of solar generation on City-owned facilities such as the Water Treatment reservoirs and large City-owned buildings. There will be an 11 year payback



period for each array, but over the 25 year life of an array, the savings will have a net present value of twice the initial cost of the arrays.

3. Continue to increase the number of Community Solar Garden subscriptions which will provide savings to offset the increased cost of Renewable\*Connect Electricity or RECs. The City, under PUC rulemaking, cannot claim the RECs (which accrue to Xcel Energy) for its Community Solar Garden subscriptions.

With these three paths, the City can raise its renewably sourced electricity to 57% by the end of 2018, to 73% by the end of 2019, and 90% by the end of 2022. The year 2023 will be the first complete year utilizing 100% renewably sourced electricity.”

<https://lms.minneapolismn.gov/Download/RCA/2357/Blueprint%20for%20renewable%20by%202022%20final.pdf>

### **Hennepin County**

Climate Action Plan (5/21): “The Hennepin County Board of Commissioners updated county goals to reduce greenhouse gas emissions by 45% from 2010 levels by 2030 and achieve net zero emissions by 2050.”

Previously, Hennepin County was pursuing emissions reduction goals from a 2005 baseline by: 15% by 2015; 30% by 2025; 80% by 2050 from both the geographic area of the county and from county operations...countywide greenhouse gas emissions have dropped by more than 15% from the 2005 baseline. The success in meeting the 2015 greenhouse emission reduction goal was largely due to Xcel Energy’s efforts to expand renewable energy sources. Emissions relating to waste and wastewater treatment, transportation, and energy generation from natural gas have changed little over the past 12 years.”

<https://www.hennepin.us/climate-action/-/media/climate-action/hennepin-county-climate-action-plan-final.pdf>

### **City of Saint Paul**

Climate Action and Resilience Action Plan (12/19): “Building on decades of Saint Paul’s framework for community resilience, the City of Saint Paul has developed a Climate Action & Resilience Plan. The plan focuses on achieving carbon neutrality in city operations by 2030 and citywide by 2050 with a suite of targets and actions to decrease emissions across every sector in the city. It also identifies ways to cultivate long-term resilience, enhance the natural infrastructure of the city, and promotes a vision for Saint Paul’s future with diminished threats of climate change.”

<https://www.stpaul.gov/departments/mayors-office/climate-action-planning/climate-action-resilience-plan>

### **Ramsey County:**

2040 Comp Plan – Resilience Section: “Ramsey County’s programs, policies and practices reflect a commitment to energy and environmental stewardship as a cornerstone of healthy and vibrant communities, in alignment with the county’s vision, mission and goals.”

Energy Use Reduction Goals

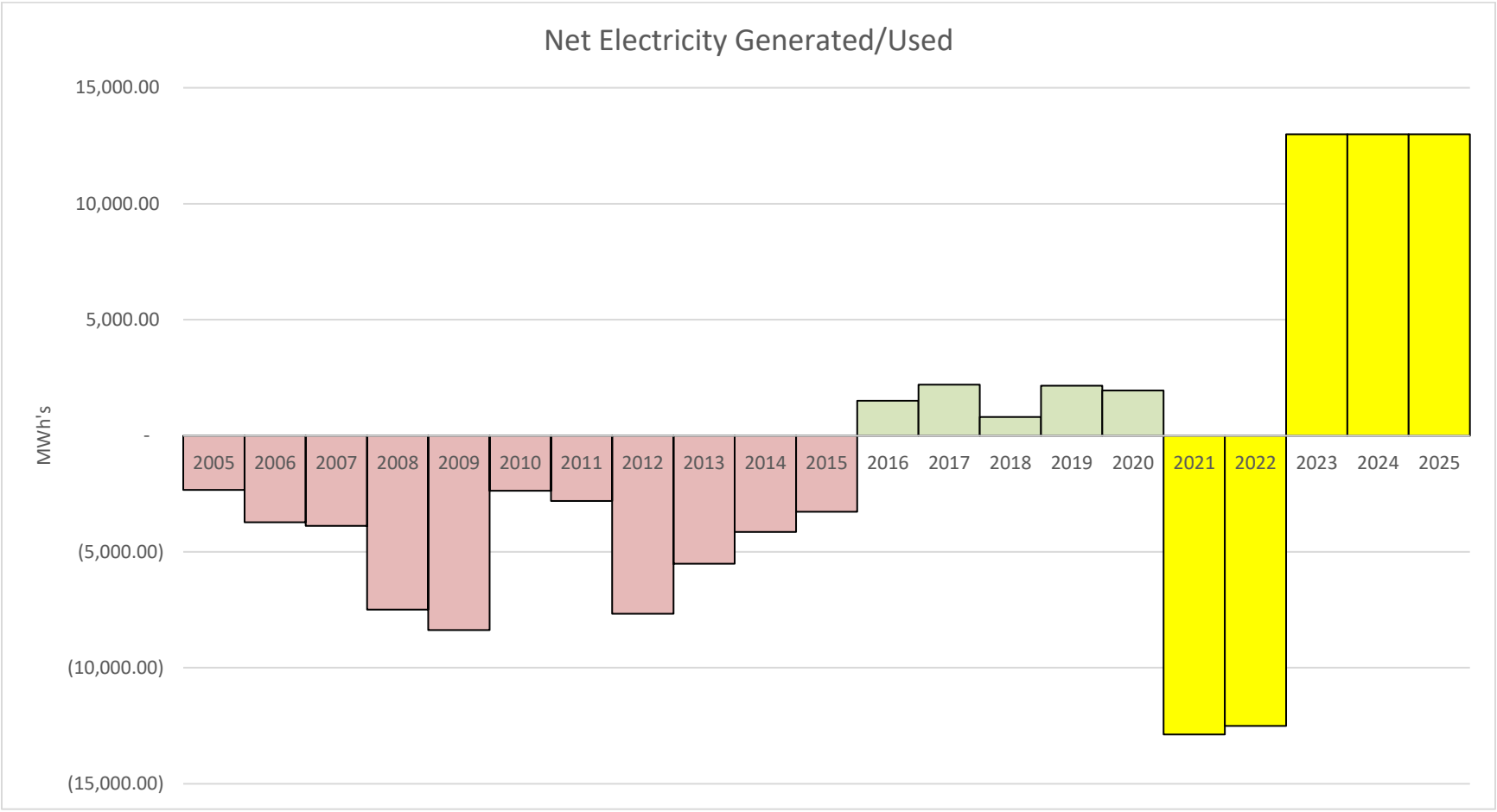
- Reduce energy use 25 percent by December 31, 2020 from 2008 levels.
- Reduce energy use 30 percent by December 31, 2025 from 2008 levels.

Ramsey County’s Goals for Reducing Greenhouse Gas (GHG) Emissions

- Reduce greenhouse gas emissions by 30% by 2025 from 2008 levels.
- Reduce greenhouse gas emissions by 80% by 2050 from 2008 levels.

[https://www.ramseycounty.us/sites/default/files/Projects%20and%20Initiatives/RamseyCounty2040 Resilience 7.17.pdf](https://www.ramseycounty.us/sites/default/files/Projects%20and%20Initiatives/RamseyCounty2040%20Resilience%207.17.pdf)

Dakota County Electrical Generation and Use



	Net Consumption
	Net Production
	Projection

Year	Electricity Generated: County Hydro (MWhs)	Electricity Generated: Empire Solar (MWhs)	Electricity Generated: CSG Cypress Creek Solar (MWhs)	Electricity Generated: Seneca CSG CleanChoice (MWhs)	Electricity Used: All County Facilities (MWhs)	Net Electricity Generated/Used (MWhs)
2005	12,936.80	0	0	0	15269.69	(2,332.89)
2006	11,663.80	0	0	0	15392.45	(3,728.65)
2007	12,093.00	0	0	0	15970.28	(3,877.28)
2008	8,906.30	0	0	0	16402.78	(7,496.48)
2009	7,658.20	0	0	0	16028.11	(8,369.91)
2010	13,610.30	0	0	0	15983.13	(2,372.83)
2011	12,765.10	0	0	0	15575.93	(2,810.83)
2012	7,561.63	0	0	0	15236.97	(7,675.34)
2013	9,094.33	0	0	0	14610.07	(5,515.74)
2014	10,048.70	0	0	0	14196.16	(4,147.46)
2015	10,849.17	0	0	0	14129.15	(3,279.98)
2016	15,825.20	0	0	0	14314.91	1,510.29
2017	15,845.19	0	160.68	0	13803.34	2,202.53
2018	14,175.37	192.92	213.89	11.43	13783.90	809.71
2019	14,968.53	170.64	198.81	71.01	13251.32	2,157.67
2020	13,853.09	167.65	228.59	90.01	12388.58	1,950.74
2021 (projected)	0 <sup>1</sup>	132.00	214.00**	80.50 <sup>5</sup>	13300.00 <sup>6</sup>	(12,873.50)
2022 (projected)	0 <sup>1</sup>	500.00 <sup>3</sup>	214.00 <sup>4</sup>	80.50 <sup>5</sup>	13300.00 <sup>6</sup>	(12,505.50)
2023(projected)	25,000.00 <sup>2</sup>	1000.00	214.00 <sup>4</sup>	80.50 <sup>5</sup>	13300.00 <sup>6</sup>	12,994.50
2024 (projected)	25,000.00 <sup>2</sup>	1000.00	214.00 <sup>4</sup>	80.50 <sup>5</sup>	13300.00 <sup>6</sup>	12,994.50
2025 (projected)	25,000.00 <sup>2</sup>	1000.00	214.00 <sup>4</sup>	80.50 <sup>5</sup>	13300.00 <sup>6</sup>	12,994.50

1. Byllesby Dam Powerhouse and Turbines under construction
2. Projected at turbine capacity
3. Projected at 50% of capacity due to estimated completion date
4. Projected at 3 year average (2018-2020)
5. Projected at 2 year average (2019-2020)
6. Projected at 4 year average (2017-2020)

**2015 Energy Goals and Strategies Update**

<b>Strategy</b>	<b>Status</b>	<b>2009- 2015 Results<sup>1</sup></b>	<b>2020 Achievements (2015-2021)</b>
Increase employee recycling by 15%	Achieved	19% increase	Not measured
Increase Annual Fuel Efficiency by 10% per Vehicle Class	Achieved	Annual improvements up to 40.5%	32% increase
Promote employee transit	Not achieved	Not pursued	Not pursued
Harvest 40-acrs of Biomass production for cellulosic biofuel	Not Achieved	Unable to implement	Not pursued
Implement an Environmentally Preferred Purchasing Policy	Achieved	Several implemented	Ongoing
Implement Energy Efficiency Conservation Block Grant (EECBG) Projects	Achieved	Five target activities completed	Not pursued
Improve total building energy efficiency by 10% (per sq ft) <sup>3</sup>	Achieved	16.27% efficiency improved <sup>2</sup>	28.18% efficiency improved
Build a 1 megawatt wind turbine	Not Achieved	Unable to implement	Not pursued

<sup>1</sup>as reported at the January 10, 2017 Physical Development Committee of the Whole Meeting

<sup>2</sup>2017 report did not include park buildings. Actual reduction with Park Buildings was 16.39%

<sup>3</sup>Electricity only

**Dakota County Energy Efficiency Updates**

Efforts to date

Facilities:

- Continually updating mechanical systems with more efficient systems. I.e. Boilers, generators, lighting, insulation, windows, A/C, water softeners, etc....
- Continually improving building, construction, and sustainable design standards to exceed current energy efficiency standards.
- Continually tracking energy usage by building against benchmark data.
- Continually looking at energy reduction and production opportunities where costs of improvement can be offset by energy savings or production within life of improvement.
  - Geothermal heat pump at Empire East Building
  - 160kw Solar application at Empire. Currently upgrading to 900kw application pending Board approval (at same meeting...).
  - Purchased Solar credits as subscriber in Solar Gardens
  - Most parking lot lighting is LED.
  - Approximately 50 percent of interior buildings are LED lighting.

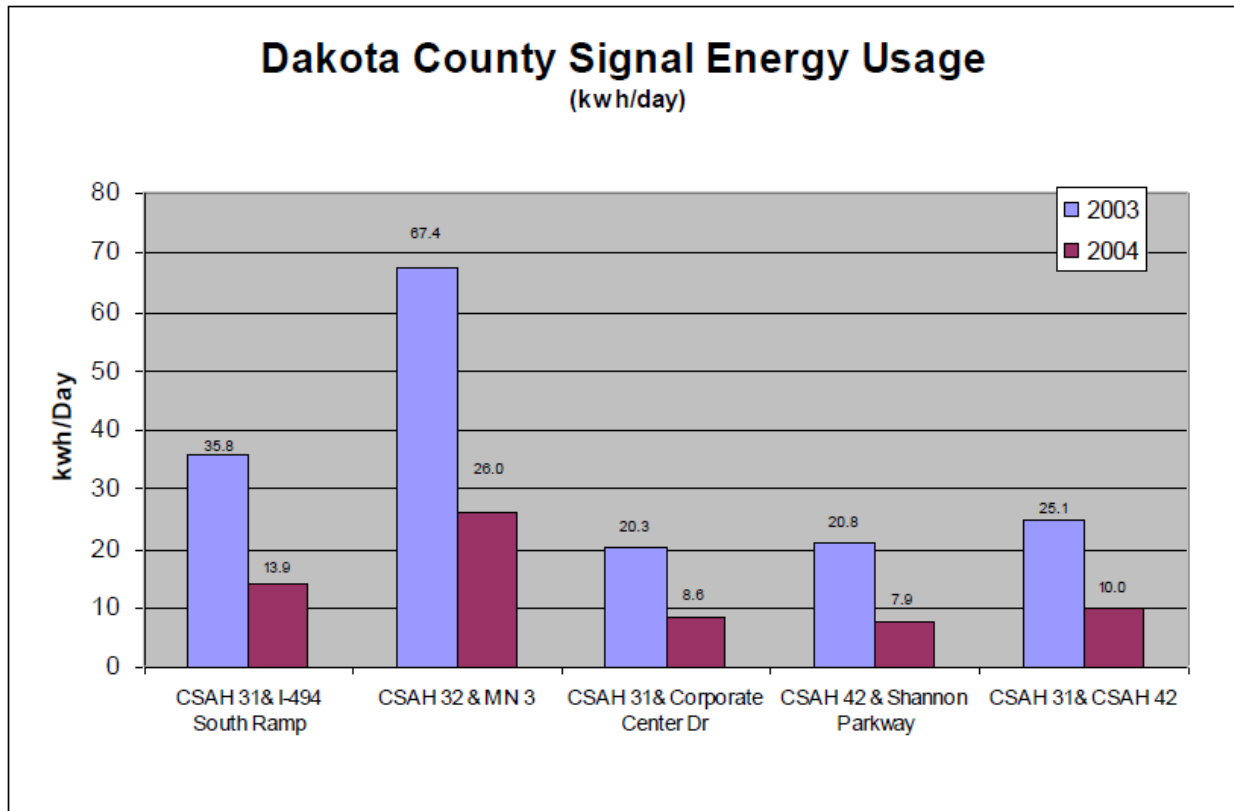
Fleet:

- Right-sizing vehicles and equipment where practicable.
- Transition to Electric, Plug-in Electric and Hybrid Electric vehicles and equipment where costs of equipment can be offset by energy savings within life of vehicle:
  - Electric vehicles – 2 Chevy Volts, 8 Polaris RTVs, 1 Tennent Sweeper.
  - Battery Electric Equipment – Snowblowers, chainsaws, weed whips, blowers, lawnmowers, brush cutters.
  - Hybrid vehicles – 27 Ford Interceptors, 3 Ford Escapes, 13 Ford Fusions and 6 Toyota Prius.
- Installed 6 dual EV Level 2 (240V) and 1 single use EV Level 2 charging stations at County Libraries, Parks and Empire Maintenance Facility.
- Installed Telematics systems in all on-road vehicles.
- Staff training program connected with telematics and driver behavior modification
- County anti idling policy
- Implemented LED arrow boards and solar message boards



## Transportation: 2004 LED Traffic Light Conversion

- Average savings per signal = \$449/year
- Average material cost per intersection = \$425
- Average recuperation time = 11.3 months
- Average energy consumption
  - 2003 = 33.9 kwh/day
  - 2004 = 13.3 kwh/day
- Energy savings = 39%



Property Assess Clean Energy (PACE) Program: Dakota County supports private sector energy efficiency projects through a Joint Powers Agreement with the Port Authority of St. Paul. These projects are supported by low interest financing through special assessments at low interest rates for eligible applicants. Since 2017, the PACE program has provided \$6,655,459 in low interest assessments to install energy improvements at twenty sites across the county. The CDA completed eight solar Photovoltaic installations on single family homes in the 2020 program year, and have two more pending installations for the 2021 program year.

CDA Weatherization Assistance Program: The Dakota County Community Development Agency (CDA) administers the Weatherization Assistance Program for Carver, Dakota

and Scott counties. The program works to reduce energy costs and improve the efficiency of home and mechanical systems for income qualified clients.

### Future Energy Efficiency Opportunities

#### Facilities:

- Convert remaining facilities (approximately 50 percent) to LED lighting. Estimated \$5.5M investment, 20-year payback, annual savings of 1,500 MWh of electricity.
- Implement additional Solar (electric and hot water) applications on County facilities and land.
- Purchase additional Solar Credits through Solar Gardens.
- Add Geothermal Heat pumps where practicable.
- Wind power generation
- Microturbines
- Battery back up banks

#### Fleet:

- Move from ICE vehicles to Hybrids, EV's and CNG/LP or E85 units where products are available
- Move from Hybrids to PHEV's and EV's where vehicle meets business need.
- Move from ICE small equipment to Electric Equipment.
- Add additional Level 2 and Fast Charging stations at County service centers, Parks, libraries and Extension facilities.

### **Fleet GHG Emissions update: through 2020**

#### Countywide on road units GHG reporting

Year	metric ton	Miles per gallon
2005	2,687	9.69
2015	1,770	12.06
2020	1,902	12.79
	29.21% reduction	32.0 % increase

GHG metric ton went up from 2015 to 2020 because of additions to the fleet listed below. Without these additions we would have been around 1,650 metric ton or 38.6% reduction from 2005 baseline

- 3 compact pickups
- 1 ¾ ton pickup
- 3 small SUV hybrids
- 2 one-ton trucks
- 3 hybrid sedans
- 2 minivans
- 4 police interceptors both gas and hybrid

- 1 tandem snowplow truck
- 4 full size vans

### **Fuel use – 5 year average**

For County only fleet as our contracts include fuel for other agencies that we have JPA's.

These numbers are County only use with an average over the last 5 years.

- E10 or 10% ethanol with gasoline – 148,217 gallons
- B5 or 5% biodiesel fuel ultra-low sulfur – 62,657 gallons burned in winter
- B20 or 20% biodiesel fuel ultra-low sulfur– 41,657 gallons burned in summer

### **Buildings GHG Emissions Update through 2020**

CO2/Greenhouse Gas Data - County Facilities						
Year	Square Feet	CO2 Pounds	CO2 Metric Tons	CO2 Pounds/ Square Foot	Total Percent Reduction from 2005	Sq. Ft. Percent Reduction from 2005
2005	1,328,287	27,952,326	12,679.09	21.04		
2006	1,335,726	28,177,061	12,781.03	21.09		
2007	1,365,933	33,200,313	15,059.56	24.31		
2008	1,381,259	34,281,111	15,549.81	24.82		
2009	1,403,927	32,187,558	14,600.18	22.93		
2010	1,406,434	30,582,512	13,872.14	21.74		
2011	1,418,612	29,819,904	13,526.22	21.02		
2012	1,462,858	26,738,781	12,128.63	18.28		
2013	1,462,858	27,653,308	12,543.46	18.90		
2014	1,465,258	26,117,262	11,846.71	17.82		
2015	1,470,022	24,628,887	11,171.59	16.75	-12%	-20%
2016	1,470,022	23,134,574	10,493.77	15.74		
2017	1,472,904	22,366,684	10,145.46	15.19		
2018	1,494,405	23,176,090	10,512.61	15.51		
2019	1,496,703	23,092,061	10,474.49	15.43		
2020	1,500,601	20,621,144	9,353.69	13.74	-26%	-35%
1 Metric Ton = 2,204.6 Pounds						

Note that GHG emissions are largely a factor of how our utilities generate their power. Our energy use intensity kBtu/sq. ft reduced 16% from 2005 to 2015 and 23% from 2005 to 2020 while the data above shows better gains, primarily due to how energy is generated at the utility level.



# Physical Development Committee of the Whole

## Request for Board Action

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**Item Number:** DC-496

**Meeting Date:** 11/9/2021

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Adjournment