



Dakota County CDA Board of Commissioners

Agenda

Meeting Date: February 18, 2025	3:00 PM	CDA Boardroom, Eagan, MN
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1. Call To Order And Roll Call

2. Audience

Anyone wishing to address the CDA Board on an item not on the agenda, or an item on the consent agenda may notify the Clerk to the Board and instructions will be given to participate during the meeting. Comments can be sent to sjacobson@dakotacda.org. Verbal Comments are limited to five minutes.

3. Approval Of Agenda And Meeting Minutes

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| B. Approval Of Meeting Minutes – January 21, 2025 Regular Meeting | 8 |

4. Federal Public Housing And Housing Choice Voucher

Consent Agenda

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5. Consent Agenda

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| C. Award Contract For Access Control Replacement At Cahill Commons And Hillcrest Pointe (Inver Grove Heights) Senior Housing Developments | 45 |
| D. Establish The Date For A Public Hearing On Qualified Allocation Plan For The Allocation Of 2026 Low Income Housing Tax Credits | 49 |

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8. Adjournment

For more information, call 651-675-4434.

Dakota County CDA Board meeting agendas are available online at:
http://www.dakotacda.org/board_of_commissioners.htm

Next Meeting:

March 25, 2025
CDA Board of Commissioners Regular Meeting – 3 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123



Board of Commissioners

Meeting Minutes

Meeting Date: January 21, 2025

3:00 PM

Boardroom; CDA Office, Eagan, MN

Commissioner Slavik called the meeting to order at 3:01 p.m.

COMMISSIONER ROLL CALL

	Present	Absent
Commissioner Slavik, District 1	X	
Commissioner Atkins, District 2	X	
Commissioner Halverson, District 3	X	
Commissioner Droste, District 4	X	
Commissioner Workman, District 5	X	
Commissioner Holberg, District 6	X	
Commissioner Hamann-Roland, District 7	X	
Commissioner Velikolangara, At Large	X	

CDA staff in attendance:

Tony Schertler, Executive Director
Kari Gill, Deputy Executive Director
Sara Swenson, Director of Administration and Communications
Sarah Jacobson, Administrative Coordinator
Lisa Alfson, Director of Community & Economic Development
Maggie Dykes, Assistant Director of Community & Economic Development
Kathy Kugel, Housing Finance Manager
Lisa Hohenstein, Director of Housing Assistance
Anna Judge, Director of Property Management
Ken Bauer, Director of Finance

Others in attendance:

Brian Wisdorf, Dakota County Attorney's Office
Heidi Welsch, Dakota County
Marti Fischbach, Dakota County
Colin Manson, Realtor

REGULAR AGENDA

25-6922 **Electing The Chair For The Dakota County Community Development Agency Board Of Commissioners**

WHEREAS, Commissioner Slavik opened the Annual Meeting as Board Chair; and

WHEREAS, nominations were accepted for the office of Chair; and

WHEREAS, Commissioner Hamann-Roland placed in nomination Commissioner Atkins; and

WHEREAS, no further nominations were placed; and

WHEREAS, Commissioner Slavik closed nominations for the office of Chair; and

WHEREAS, Commissioner Hamann-Roland moved the ballot and Commissioner Droste seconded and a vote was taken on Commissioner Atkins acting as chair and the motion was carried.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that Commissioner Atkins serve as Chair for calendar year 2025.

Motion: Commissioner Hamann-Roland Second: Commissioner Droste

Ayes: 8	Nays: 0	Abstentions: 0		
	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

25-6923

Electing The Vice-Chair For The Dakota County Community Development Agency Board of Commissioners

WHEREAS, nominations were accepted for the office of Vice Chair; and

WHEREAS, Commissioner Slavik placed in nomination Commissioner Hamann-Roland; and

WHEREAS, no further nominations were placed; and

WHEREAS, Commissioner Atkins closed nominations for the office of Vice Chair; and

WHEREAS, Commissioner Slavik moved the ballot and Commissioner Halverson seconded and a vote was taken on Commissioner Hamann-Roland acting as Vice Chair and the motion was carried.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that Commissioner Hamann-Roland serve as Vice Chair for calendar year 2025.

Motion: Commissioner Slavik Second: Commissioner Halverson

Ayes: 8

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

25-6924 **Electing The Secretary For The Dakota County Community Development Agency Board of Commissioners**

WHEREAS, nominations were accepted for the office of Vice Chair; and

WHEREAS, Commissioner Hamann-Roland placed in nomination Commissioner Halverson; and

WHEREAS, no further nominations were placed; and

WHEREAS, Commissioner Atkins closed nominations for the office of Secretary; and

WHEREAS, Commissioner Hamann-Roland moved the ballot and Commissioner Droste seconded and a vote was taken on Commissioner Halverson acting as Secretary and the motion was carried.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that Commissioner Halverson serve as Secretary for calendar year 2025.

Motion: Commissioner Hamann-Roland Second: Commissioner Droste

Ayes: 8

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

25-6925 **Selection of GREATER MSP Board Appointment**

WHEREAS, the Dakota County Community Development Agency is an investor of GREATER MSP; and

WHEREAS, as part of the investment, the CDA Board appoints a Commissioner to represent Dakota County on the GREATER MSP Board; and

WHEREAS, Commissioner Slavik placed in nomination Commissioner Droste; and

WHEREAS, no further nominations were placed; and

WHEREAS, Commissioner Atkins closed nominations for the Selection of GREATER MSP Board appointment; and

WHEREAS, Commissioner Slavik moved the ballot and Commissioner Hamann-Roland seconded and a vote was taken on Commissioner Droste acting as the GREATER MSP Board appointment and the motion was carried.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that Commissioner Droste serve as GREATER MSP Board Appointment for the calendar year 2025.

Motion: Commissioner Slavik

Second: Commissioner Hamann-Roland

Ayes: 7

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

25-6926

Adjournment

BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners, hereby adjourns to the Dakota County Community Development Agency Board of Commissioners Regular Meeting.

Motion: Commissioner Hamann-Roland

Second: Commissioner Droste

Ayes: 8

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			

Halverson	X
Droste	X
Workman	X
Holberg	X
Hamann-Roland	X
Velikolangara	X

The CDA Board meeting adjourned at 3:05 p.m.

Clerk to the Board



Board of Commissioners

Meeting Minutes

Meeting Date: January 21, 2025

3:15 PM

Boardroom; CDA Office, Eagan, MN

Commissioner Atkins called the meeting to order at 3:16 p.m.

COMMISSIONER ROLL CALL

	Present	Absent
Commissioner Slavik, District 1	X	
Commissioner Atkins, District 2	X	
Commissioner Halverson, District 3	X	
Commissioner Droste, District 4	X	
Commissioner Workman, District 5	X	
Commissioner Holberg, District 6	X	
Commissioner Hamann-Roland, District 7	X	
Commissioner Velikolangara, At Large	X	

CDA staff in attendance:

Tony Schertler, Executive Director
Kari Gill, Deputy Executive Director
Sara Swenson, Director of Administration & Communications
Sarah Jacobson, Administrative Coordinator
Lisa Alfson, Director of Community & Economic Development
Maggie Dykes, Assistant Director of Community & Economic Development
Kathy Kugel, Housing Finance Manager
Lisa Hohenstein, Director of Housing Assistance
Anna Judge, Director of Property Management

Others in attendance:

Brian Wisdorf, Dakota County Attorney's Office
Heidi Welsch, Dakota County
Marti Fischbach, Dakota County
Colin Manson, Realtor

AUDIENCE

No audience members addressed the Board.

APPROVAL OF AGENDA AND MEETING MINUTES

25-6927 Approval Of Agenda And Meeting Minutes

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the Agenda for the January 21, 2025 Annual and Regular Board meeting be approved as amended;

- Removal Of Item 6A – Presentation of U.S. Housing And Urban Development 50 Years Of Community Development Block Grant Award

BE IT FURTHER RESOLVED, by the Dakota County Community Development Agency Board of Commissioners, that the minutes for the December 4, 2024 Regular Board meeting be approved as written.

Motion: Commissioner Hamann-Roland Second: Commissioner Droste

Ayes: 8 Nays: 0 Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

FEDERAL PUBLIC HOUSING AND HOUSING CHOICE VOUCHER AGENDA

Consent

25-6928

Schedule A Public Hearing To Receive Comments On The 2025 Public Housing Five Year Strategic Plan And Annual Agency Plan

WHEREAS, Section 511 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998 and the ensuing HUD requirements mandate that agencies with Housing Choice Voucher and/or Public Housing programs once every five years submit a Public Housing Agency (PHA) Five Year Strategic Plan and every year submit a Public Housing Agency Annual Plan including the Capital Fund Program Annual Statement and the Performance And Evaluation Report; and

WHEREAS, Section 511 of the QHWRA of 1998 also requires that after a 45-day public comment period the Board of Commissioners of the agency responsible for the PHA Plan conducts a public hearing; and

WHEREAS, the public comment period opened on December 20, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That a public hearing for the Five Year Strategic and Annual PHA Plan will be conducted at the March 25, 2025 meeting.

Motion: Commissioner Velikolangara Second: Commissioner Workman

Ayes: 8 Nays: 0 Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			

Workman	X
Holberg	X
Hamann-Roland	X
Velikolangara	X

CONSENT AGENDA

25-6929 Approval Of Record Of Disbursements – November 2024

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the November 2024 Record of Disbursements is approved as written.

25-6930 Approval Of Record Of Disbursements – December 2024

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the December 2024 Record of Disbursements is approved as written.

25-6931 Summary of Conclusions Of Closed Executive Session To Evaluate Performance Of Executive Director

WHEREAS, pursuant to Minn. Stat. § 13D.05, subd. 3(a), the CDA Board held a closed executive session on December 4, 2024, to evaluate the performance of the CDA Executive Director; and

WHEREAS, Minn. Stat. § 13D.05, subd. 3(a) requires that the CDA Board summarize its conclusions regarding the evaluations; and

WHEREAS, the CDA Executive Director's rating was based on four Annual Goals and Annual Priorities elements (Internal, Stakeholder, Financial, and Learning and Growth Perspectives); and

WHEREAS, the rating was also based upon ten established Core Competencies, including Strategic Agility; Communicating Vision & Purpose; Analytical Thinking & Planning; Decision Making; Listening-Communications Skills; Handling Conflict & Difficult Situations; Organizational Expertise; Working with Others & Teams; Honesty & Integrity; and Impact on Results.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That based upon a review of the Executive Director's performance with respect to the Annual Goals and Annual Priorities elements and Core Competencies, the Executive Director's annual performance is rated at the level of Exceeds Standards, and is approved for a 7.25% pay increase effective January 1, 2025.

25-6932 Authorization To Ratify The 2025 Pay Equity Compliance Report Submission

WHEREAS, the CDA is required to comply with the Local Government Pay Equity Act of 1984; and

WHEREAS, triennially, the agency is required to submit a Pay Equity Compliance Report; and

WHEREAS, staff have prepared the report which is due by January 31, 2025; and

WHEREAS, the completed report requires authorization by the chief official of its governing body.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Board Chair is hereby authorized to sign and thereby ratify the CDA's 2025 Pay Equity Compliance Report Submission.

25-6933 **Authorize Forgiveness And Release Of Dakota County HOME Investment Partnerships Program Loan And Interest For Spruce Pointe Townhomes (Inver Grove Heights)**

WHEREAS, in 1995 a \$177,800 HOME Loan to assist with the construction of Spruce Pointe Townhomes, a 24-unit development in Inver Grove Heights was awarded to the Inver Grove Heights Family Housing Limited Partnership; and

WHEREAS, Spruce Pointe Townhomes is now owned by the Dakota County CDA Workforce Housing LLC; and

WHEREAS, the current balance of the HOME Loan, including interest, is \$178,264.27; and

WHEREAS, the Dakota County CDA wishes to forgive and release the remaining balance and interest on the HOME Loan to ensure the long-term affordability of Spruce Pointe Townhomes.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the remaining balance and interest of a HOME Loan for Spruce Pointe Townhomes in the amount of \$178,264.27 is hereby forgiven and released; and

BE IT FURTHER RESOLVED, That the Executive Director is hereby authorized and directed to execute and deliver on behalf of the Dakota County CDA those documents that may be necessary or convenient to evidence such forgiveness and release.

Motion: Commissioner Hamann-Roland

Second: Commissioner Slavik

Ayes: 7

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			

Halverson	X
Droste	X
Workman	X
Holberg	X
Hamann-Roland	X

REGULAR AGENDA

25-6934 **Conduct Public Hearing To Receive Comments On The Disposition Of DCCDA
Section 18, LLC Properties And Authorization To Enter Into Purchase
Agreements With The Qualified Buyers**

Kari Gill presented information and answered questions.

WHEREAS, the Dakota County CDA is able to dispose of property after holding a public hearing for which notice is published; and

WHEREAS, a notice of the public hearing was published in the Dakota County Tribune per statutory requirements of at least 10 but more than 20 days before the hearing; and

WHEREAS, the three properties proposed for sale are part of the DCCDA Section 18, LLC that was created for the transition of public housing units through the U.S. Housing and Urban Development Section 18 Demo/Dispo program; and

WHEREAS, the U.S. Department of Housing and Urban Development's Special Applications Center has approved the disposition of the Section 18 units on the open market through public bid; and

WHEREAS, Bryale D. Winters, a qualified buyer, submitted a full price offer to purchase 315 Hurley Street in West St. Paul; only one bid was received; and

WHEREAS, Roberto Saenz, a qualified buyer, submitted a full price offer to purchase 17114 Gage Avenue, Lakville MN 55024; only one bid was received; and

WHEREAS, Viktor and Kira Liberts, qualified buyer, submitted a full price offer to purchase 4535 Cinnamon Ridge Trail, Eagan, MN 55122; only one bid was received; and

WHEREAS, a public hearing was conducted on January 21, 2025, on the proposed terms of the sale of these three properties:

<u>ADDRESS</u>	<u>BUYER</u>
315 Hurley Street, West St. Paul MN 55118	Bryale D. Winters
17114 Gage Avenue, Lakeville MN 55024	Roberto Saenz
4535 Cinnamon Ridge Trail, Eagan MN 55122	Viktor and Kira Libets

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to negotiate with and enter into a Purchase Agreement with the buyers; and

BE IT FURTHER RESOLVED that the public hearing is continued to February 18, 2025 for the remaining two properties that have been previously noticed for sale.

Motion: Commissioner Slavik

Second: Commissioner Droste

Ayes: 7

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			

INFO **Discussion of Private Activity Bonds Volume Cap Entitlement And 4% Low Income Housing Credits**

Kathy Kugel presented information and answered questions.

INFO **Discussion Of Legislative Priorities**

Sara Swenson & Lisa Hohenstein presented information and answered questions.

INFO **Executive Director Update**

Tony Schertler provided updates.

Information

A. Status Report, Q4 2024

25-6935 **Adjournment**

BE IT RESOLVED that the Dakota County Community Development Agency Board of Commissioners, hereby adjourns until Tuesday, February 18, 2025.

Motion: Commissioner Atkins

Second: Commissioner Halverson

Ayes: 8

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

The CDA Board meeting adjourned at 4:27 p.m.

Clerk to the Board



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 4A

DEPARTMENT: Property Management

FILE TYPE: Federal - Consent

TITLE

Authorization to Execute Flooring Replacement Contract With Value Plus Flooring

PURPOSE/ACTION REQUESTED

Authorize Executive Director to reject one bid for material mathematical error and award three-year flooring replacement contract to Value Plus Flooring.

SUMMARY

On February 12, 2025, a bid opening was held for flooring replacement for individual units as needed in all CDA managed properties. A few examples of flooring replacement under this contract include: unit turnovers, issues with flooring in an occupied unit, or if there is excessive damage to the flooring.

The solicitation of bids was done in accordance with public bidding requirements including a public notice in the Dakota County Tribune and posting on the CDA's website. Two bids were received and only one was deemed responsive. The lowest bid was received from Renovation Systems. However, Renovation Systems has informed staff on February 12, 2025 that it made a unilateral mistake of fact in its bid due to clerical error (insertion of the wrong per square yard pricing) and is unwilling to enter into a contract at the per square pricing included in its bid. Value Plus Flooring was the other bidder. Value Plus Flooring is the lowest responsible bidder at this time.

A decrease of 7% is reflected in the carpeting pricing. Value Plus Flooring's response included a 3% increase for each additional year in the contract term.

There is not a set amount for this contract because the value of the contract depends on the amount and extent of replacements performed each year.

RECOMMENDATION

Staff recommends rejecting the Renovation Systems bid due to Renovation Systems unilateral mistake in its bid and award the flooring contract to Value Plus Flooring. Value Plus Flooring has performed this work for the CDA in the past and has been a responsive and professional vendor. Value Plus Flooring holds the current flooring replacement contract.

EXPLANATION OF FISCAL/FTE IMPACTS

Operating budgets for CDA properties include funds to replace flooring as needed.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County CDA accepted bids for the necessary unit flooring replacement in CDA managed properties; and

WHEREAS, funds are allocated from the operating budgets of each of the properties for the necessary flooring replacement work; and

WHEREAS, the lowest bid, submitted by Renovation Systems, is being rejected for a material clerical error identified by the Renovation Systems; and

WHEREAS, Value Plus Flooring is the lowest responsible bidder; and

WHEREAS, the bidding was done in conformance with State law for bidding.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the bid submitted by Renovation Systems is rejected and the Executive Director is authorized to execute a three-year flooring replacement contract for CDA managed properties with Value Plus Flooring.

PREVIOUS BOARD ACTION

22-6518; 3/1/2022

ATTACHMENTS

Attachment A: Bid Tabulation

Attachment B: Public Notice

Attachment C: E-mail communication with Renovation Systems

CONTACT

Department Head: Anna Judge, Director of Property Management

Author: Anna Judge

2025 Replacement Flooring Bid Tabulation

<i>Carpet</i>	<i>Cost Per Square Yard – Bidder 1</i>	<i>Cost Per Square Yard – Bidder 2</i>
Senior	Rejected	\$24.40
Workforce (Family)	Rejected	\$23.00
PH	Rejected	\$23.00

<i>Luxury Vinyl Tile</i>	<i>Cost Per Square Foot – Bidder 1</i>	<i>Cost Per Square Foot – Bidder 2</i>
Armstrong American Charm 12 MIL	Rejected	\$2.65
Patcraft Timber Grove II 12 MIL	Rejected	\$3.75
Interface, Steady Stride Woodgrains LVT	Rejected	\$4.40

Future Increases	2026 increase	2027 increase
<i>Bidder 1</i>	Rejected	Rejected
<i>Bidder 2</i>	3%	3%

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
 COUNTY OF DAKOTA

I do solemnly swear that the notice, as per the proof, was published in the edition of the

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

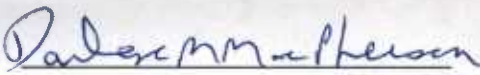
- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 01/24/2025 and the last insertion being on 01/31/2025.

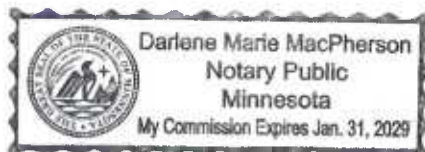
MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By 
 Designated Agent

Subscribed and sworn to or affirmed before me on 01/31/2025


 Notary Public

**Rate Information:**

(1) Lowest classified rate paid by commercial users for comparable space:

\$999.99 per column inch

Ad ID 1447210

From: [Anna Judge](#)
To: [Chris Clipper](#)
Subject: FW: [External]Bid Question
Date: Wednesday, February 12, 2025 4:17:00 PM
Attachments: [image001.png](#)

Chris,

I received your voicemail.

My previous e-mails to you today were simply to confirm that Renovation System's per square yard bid was accurate. I was not looking for corrected numbers. Based on your response, Renovation System's made a mistake in the per square yard pricing included in its bid. It is my understanding that Renovation System's is unwilling to enter into a contract at the per square yard pricing included in its bid. As a result, staff will be recommending that Renovation System's bid be rejected upon a determination that Renovation System's has indicated that they cannot/will not perform as promised in the bid. As a result, staff will be recommending that the second low bid be accepted by the board.

If my understanding of Renovation System's position is incorrect, please let me know by 9:00 a.m. tomorrow, February 13th.

Respectfully,
Anna Judge

Anna Judge
Director of Property Management
(651) 675-4501

From: Anna Judge
Sent: Wednesday, February 12, 2025 3:09 PM
To: Chris Clipper <cclipper@renovationsystems.com>
Subject: RE: [External]Bid Question

Chris,

We are not able to allow a change in your numbers. What I was asking was are you able to honor your original bid at those prices?

Thanks,
Anna

Anna Judge

Director of Property Management
(651) 675-4501

From: Chris Clipper <cclipper@renovationsystems.com>

Sent: Wednesday, February 12, 2025 12:00 PM

To: Anna Judge <ajudge@dakotacda.org>

Subject: RE: [External]Bid Question

Anna,

Once again, we are very sorry for the confusion on this! The correct bid amounts are listed below:

- A. \$18.15sy
- B. 12.10sy
- C. 12.35sy
- D. 18.90sy

Thank you very much for the opportunity to correct this!

Chris Clipper

Senior Account Executive
612.229.2489
RenovationSystems.com



Renovation
systems

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From: Anna Judge <ajudge@dakotacda.org>

Sent: Wednesday, February 12, 2025 11:51 AM

To: Chris Clipper <cclipper@renovationsystems.com>

Subject: RE: [External]Bid Question

Chris these are the amounts you inputted on your bid doc. The bid form noted that this was per square yard for carpeting. It also stated that the number was to include (remove & dispose of

existing carpet and pad, standard prep, new carpet and new standard pad for the site, re-use of tack strip, no base, no stairs, or accessories included.

Carpet – Total Cost (Material + Labor)

- A. \$7.98/sq. yard
- B. \$7.29/sq. yard
- C. \$7.97/sq. yard
- D. \$7.76/sq. yard

Thanks,

Anna

Anna Judge

Director of Property Management

(651) 675-4501

From: Chris Clipper <cclipper@renovationsystems.com>

Sent: Wednesday, February 12, 2025 11:46 AM

To: Anna Judge <ajudge@dakotacda.org>

Subject: RE: [External]Bid Question

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hello Anna,

Thank you for reaching out and for any confusion we may have had completing our bid form! I would like to get this straightened out right away, my hard copy of our bid is at our office. Could you please let me know the pricing on our bid form? I will be able to confirm very quickly.

Once again, thank you for the opportunity to correct what sounds like a simple mistake on our end!

I'm available by phone as well, Cell 612.229.2489

Thanks!

Chris Clipper

Senior Account Executive

612.229.2489

RenovationSystems.com



Renovation
systems

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From: Anna Judge <ajudge@dakotacda.org>
Sent: Wednesday, February 12, 2025 11:38 AM
To: Chris Clipper <cclipper@renovationsystems.com>
Cc: Anna Judge <ajudge@dakotacda.org>
Subject: [External]Bid Question

Chris,

We just completed the Public Bid Opening for the Flooring Contract, and one other bidder was present at the time the numbers were read off. To the benefit of your company, and my agency, I would like you to confirm your pricing on Item #1 Carpet, Items A-D knowing that this price is set per square yard.

We want to make a record that this is the price you intended. No final decisions are made until our Board Meeting on February 18th.

Thanks,
Anna

Anna Judge

Director of Property Management



1228 Town Centre Drive | Eagan, MN 55123

P: 651-675-4501 | F: 651-287-8042

ajudge@dakotacda.org

<https://link.edgепilot.com/s/41eaed51/BglNWaJgYEW-hOVglyL8Jg?u=http://www.dakotacda.org/>

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Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 5A

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of Record Of Disbursements – January 2025

PURPOSE/ACTION REQUESTED

Approve Record of Disbursements for January 2025.

SUMMARY

In January 2025, the Dakota County Community Development Agency (CDA) had \$9,695,671.78 in disbursements and \$696,121.86 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

RECOMMENDATION

Staff recommend approval of the Record of Disbursements for January 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

These disbursements are included in the Fiscal Year Ending June 30, 2025 budget

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the January 2025 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements – January 2025

CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance

**Dakota County CDA
Record of Disbursements
For the month of January 2025**

	Date	Amount	Total
Common Bond Housing			
	01/17/25	<u>\$ 14,137.98</u>	
			\$ 14,137.98
Disbursing			
	01/01/25	\$ 29,118.00	
	01/02/25	\$ 318,512.73	
	01/09/25	\$ 577,235.94	
	01/16/25	\$ 656,933.66	
	01/23/25	\$ 251,728.68	
	01/30/25	<u>\$ 1,193,021.19</u>	
			\$ 3,026,550.20
HOME			
	01/28/25	<u>\$ 733,806.49</u>	
			\$ 733,806.49
HOPE Program			
	01/17/25	\$ 19,000.00	
	01/28/25	<u>\$ 186,323.87</u>	
			\$ 205,323.87
Housing Assistance			
	01/01/25	\$ 2,657,516.24	
	01/16/25	<u>\$ 258,337.00</u>	
			\$ 2,915,853.24
Tax Levy			
	01/17/25	<u>\$ 2,800,000.00</u>	
			\$ 2,800,000.00
Total Disbursements			<u><u>\$ 9,695,671.78</u></u>
January 2025 Payroll			
	01/10/25	\$ 296,142.36	
	01/24/25	<u>\$ 399,979.50</u>	
Total Payroll			<u><u>\$ 696,121.86</u></u>

Disbursement detail is available in the Finance Office



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 5B

DEPARTMENT: Property Management

FILE TYPE: Regular - Consent

TITLE

Approval Of Amendments To The FYE25 Operating Budgets For Workforce Housing And Common Bond Capital Expenditures

PURPOSE/ACTION REQUESTED

Authorize an additional \$87,503 to the Capital Expenditures budgets to cover special assessments received by the CDA for road improvements.

SUMMARY

Since the approval of the FYE25 budget, the CDA has received special assessments for road improvements that were unknown to staff at the time the budget was prepared and approved. The special assessments for road improvements are: \$20,837.08 for The Dakotah (West St. Paul), \$11,291.03 for Gateway Place (West St. Paul), and \$55,373.66 for Spruce Pointe (Inver Grove Heights).

RECOMMENDATION

Staff recommends that the Board approve budget amendments to increase the FYE25 Common Bond Capital Expenditure budget for by \$32,129 and the Workforce Housing Capital Expenditures budget in the amount of \$55,374.

EXPLANATION OF FISCAL/FTE IMPACTS

Program revenues and fund balances will be used to increase these budgets.

☐ None ☐ Current budget ☒ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County CDA has received \$32,129 in special assessments for road improvements at Gateway Place and The Dakotah in West St. Paul, and an additional \$55,374 in special assessments for road improvements for Spruce Pointe in Inver Grove Heights since the FYE25 budget was prepared and approved; and

WHEREAS, staff are requesting increases to the Common Bond Capital Expenditures budget in the amount of \$32,129 and an increase to the Workforce Housing Capital Expenditures budget in the amount of \$55,374; and

WHEREAS, Common Bond and Workforce Housing revenue and fund balance will be used to fund these budget amendments.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That these amendments totaling \$87,503 are approved for FYE25 for the Common Bond and Workforce Housing Capital Expenditures budgets.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Special assessment documentation

Attachment B: Special assessment documentation

Attachment C: Budget amendment

CONTACT

Department Head: Anna Judge, Director of Property Management

Author: Anna Judge



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

PHONE 651-450-2500
FAX 651-450-2502

www.ighmn.gov

DAKOTA COUNTY CDAWORKFORCE HOUSING LL
1228 TOWN CENTRE DR
EAGAN MN 55123

CDA
OCT 16 2024
Received

October 15, 2024

STATEMENT OF SPECIAL ASSESSMENTS

On October 14, 2024, the City Council of Inver Grove Heights confirmed the assessment for the 2024 Pavement Management Initiative, City Project No. 2024-09G – South Grove Area7.

This is a statement of special assessments against your property. You have the option of paying the total assessment, without interest, to the City of Inver Grove Heights on or before Friday, November 15, 2024. If the assessment is not paid in full to the City by this date, then the assessment will be certified to Dakota County.

Once certified to Dakota County, you have the option of paying the total assessment, without interest, to Dakota County Property Taxation & Records (651-438-4576) on or before 12p.m. (noon) Tuesday, December 31, 2024. If the assessment is not paid in full to the County by this date, the assessment plus interest will be included on your property tax statement in 2025. The principal amount of the assessment balance from \$1000 - \$4999.99 will be amortized over five (5) years at an annual interest rate of 4.39 percent, balances of \$5000-\$9999.99 will be amortized over ten (10) years at an annual interest rate of 4.63 percent or balances larger than \$10,000 will be amortized over fifteen (15) at 4.92 percent beginning January 1, 2025.

The law provides that unpaid assessments become a lien against the property.

OWNER: DAKOTA COUNTY CDAWORKFORCE HOUSING LL
ADDRESS: 7812 CHANDLER LN
PARCEL NO: 203651001010
ASSESSMENT AMOUNT: \$55373.66

Payments to the City can be deposited in the utility box outside of City Hall or can be sent by mail to: City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. All payments must be received by 4:30 p.m. on Friday, November 15, 2024.
For any questions in this matter, please call 651-450-2570.

Please make checks payable to: City of Inver Grove Heights
CREDIT/DEBIT CARDS ARE NOT ACCEPTED

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. INCLUDE A CONTACT PHONE NUMBER SO WE MAY REACH YOU IN CASE OF QUESTION

OWNER: DAKOTA COUNTY CDAWORKFORCE HOUSING LL
ADDRESS: 7812 CHANDLER LN
PARCEL NO: 203651001010
ASSESSMENT AMOUNT: \$55373.66
CONTACT PHONE #: _____



City Council Action Item

Subject: Final Assessment Hearing for the Annapolis Street Reconstruction Project 23-1

Meeting Date: October 15, 2024	
Submitted/Presented by/Department: Ross Beckwith/Public Works	
Action Type	
<input type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Other:
Action	
Hold a public hearing, approve the final assessment roll, and adopt the attached resolutions for the Annapolis Street Reconstruction Project, City Project 23-1.	
Background	
See PowerPoint	
Attachments	
PowerPoint Final Assessment Roll Resolution	
Previous Relevant Actions	
9/9/24 - Ordering Preparation of Proposed Assessments 4/24/23 - Award Bid 1/23/23 - Approving Plans and Authorizing Ad for Bid 4/11/22 - Ordering Improvement and Authorizing Preparation of Plans and Specifications	
Alternatives	
Financial	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: Street Reconstruction	The total amount assessed is \$619,917.20.
Department:	The total project cost is \$11,871,477.30 and
Account:	the total project cost for the West St. Paul
Amount:	portion is \$5,968,970.08

**CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 24-

**RESOLUTION ADOPTING ASSESSMENTS FOR
ANNAPOLIS STREET RECONSTRUCTION PROJECT 23-1**

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passes upon all objections to the proposed assessment for the improvement of Annapolis Street from Smith Avenue to Kansas Avenue; and

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on October 15, 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, the first of the installments will be payable with County tax payments and will bear interest at the rate of 3.0347 percent per annum starting November 15, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property. No interest shall be charged if the entire assessment is paid in full by November 14, 2024. If the owner decides not to prepay the assessment before the date given above, the rate of interest that will apply is 3.0347 percent per year. The right to partially prepay the assessment according to City Ordinance Section 325 is available until November 22, 2024.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 15th day of October 2024.

Attest:

423800023101	TR GROUP LLC	884 BIDWELL ST	WEST SAINT PAUL MN 55118	APARTMENT	\$7,371.54
423800023100	JUDY WILKUS HAIAR			COMMERCIAL	\$97.50
423800023011	4 KIDNEYS LLC	120 ANNAPOLIS ST W	WEST SAINT PAUL MN 55118	COMMERCIAL	\$966.03
423800023010	4 KIDNEYS LLC			COMMERCIAL	\$1,950.00
423800022100	IVERHAWK LLC	882 WINSLOW AVE	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423800022010	IVERHAWK LLC	879 STRYKER AVE	WEST SAINT PAUL MN 55118	COMMERCIAL	\$2,916.03
423800021100	IVERHAWK 882 LLC	882 STRYKER AVE	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$0.00
423800021020	MIDWAY RENTALS LLC	40 ANNAPOLIS ST W	WEST SAINT PAUL MN 55118	APARTMENT	\$15,255.12
423800020020	JOHN R & MICHELLE D ANDERSON	28 ANNAPOLIS ST W	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424810004010	CAROLYN D DAVIS			RESIDENTIAL	\$0.00
424810003220	LAUREN WHITACRE & BRETT PAULSEN	884 HUMBOLDT AVE	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$0.00
424810003221	ERNEST MCCANN	8 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424810003010	ALFONZO ALDRIDGE	32 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424810002221	TODD J WESCOTT	886 GORMAN AVE	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$0.00
424810002010	GARRET WELSH & ELIZABETH WELSH	66 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424810001220	JEMSON VILLARD	78 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
(422882001010)	DAKOTA COUNTY CDA	(895 ROBERT ST S)	(WEST SAINT PAUL MN 55118)	(EXEMPT)	(\$11,291.03)
(428650001010)	DAKOTA COUNTY CDA	(882 ROBERT ST S)	(WEST SAINT PAUL MN 55118)	(EXEMPT)	(\$18,476.23)
(428650000010)	DAKOTA COUNTY CDA			(EXEMPT)	(\$2,360.85)
422770001070	MATTHEW & NANCY KLEIN	132 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
422770001060	ANNE HUNZIKER	134 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
422770001050	MOLLY MCWHIRTER	136 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
422770001040	KEVIN M RENNEKE & JASMINE S GORTON	138 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
422770001030	LARRY S FRYMAN	140 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
422770001020	KRISTINA WERDEN	142 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
422770001010	CHRISTOPHER ULIANO	158 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001071	KEITH D PATTERSON	160 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001070	SOPHEARVY PHE	162 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001050	ALFRED R JR & DONALD EINBERGER	166 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001040	DONNA HOLGIN	170 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001030	JACQUELINE L NIELSEN & JEREMY L NIELSEN	174 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001020	AMANDA WESTPFAHL	178 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
423350001010	MARIANNE M ROSS	180 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
421540001070	SCOTT T MOHS	184 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
421540001060	SOUTH PROPERTIES LLC	186 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
421540001050	JAVIER LEMUS CASTRO	188 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
421540001040	KURT & DEBORAH KREY	190 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
421540001030	MICHAEL R KOHUTH & KIM WILLET	879 OAKDALE AVE	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$0.00
424330001051	NOEL J KALINOSKI	228 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424330001042	THOMAS M MCNAMARA	232 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424330001021	MATTHEW REMI JR MATTSON & MARY ELIZABETH BURCH MATTSON	236 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001012	FRANCISCO I DE LEON VAZQUEZ	238 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001020	DOUGLAS A HODGE	240 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001030	NESTOR RODRIGUEZ	244 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001040	BRUCE & SARAH BIDDLECOME	246 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001050	PARKER JAMES YANISCH & NICOLE KNAPP	248 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001060	VIRGIL LARSON	250 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001070	PATRICIA A DUGGER & BRANDON W JONES	258 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76
424770001080	STEPHEN CLANCY & FAE N BUCHER	260 ANNAPOLIS ST E	WEST SAINT PAUL MN 55118	RESIDENTIAL	\$6,092.76

September 24, 2024

**Re: Notice of Hearing for Proposed Assessment for Annapolis Street Reconstruction
Project No. 23-1**

THIS IS NOT A BILL

Dear Resident or Property Owner:

Notice is hereby given that the City Council of West St. Paul will meet in the Municipal Center's Council Chambers, 1616 Humboldt Avenue, at 6:30 p.m. on Tuesday, October 15, 2024. The City Council will consider the proposed assessment for the improvements to Annapolis Street from Smith Avenue to Kansas Avenue.

Adoption by the City Council of the proposed assessment may occur at this hearing. The amount to be specially assessed against your lot, piece of land, or parcel of land is noted below:

PID: 428650000010
SITE ADDRESS:
OWNER NAME: DAKOTA COUNTY CDA
ASSESSMENT AMOUNT: \$2,360.85

*The Dakota
WSP Mixed Use Senior Hg
Outlot A*

The proposed assessment will be payable in equal annual installments extending over a period of 10 years. The first of the installments will be payable with Dakota County tax payments and will bear interest at the rate of 3.0347 percent per annum, starting November 15, 2024. Each year a subsequent installment is due, interest will be added for one year on the remaining balance.

Property owners can pay the entire assessment amount, or partial assessment amount, with no interest until November 14, 2024, to the City of West St. Paul. Interest will begin to accrue after November 14, 2024. The City's Finance Department will continue to accept payments until November 22, 2024. After that, the assessments will be turned over to Dakota County for collection on your tax statement.

The proposed assessment roll is on file for public inspection at the City Clerk's Office. The total amount of the proposed assessment is \$619,917.20. Written or oral objections will be considered at the meeting. No appeal may be taken with the amount of an assessment, unless a signed written objection is filed with the City Clerk prior to the hearing or presented to the presiding officer at the hearing. The City Council may, upon such notice, consider any objection to the amount of a proposed individual assessment. This would occur at an adjourned meeting, upon which the affected property owner will be notified of.

If an assessment is contested, or there is an adjourned hearing, the following procedures will be followed:

1. The City will first present its case by calling witnesses to testify by narrative, examination, and/or by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present testimony as desired. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the City Council, as to the weight of the evidence or testimony presented to the City Council.
5. The entire proceedings will be recorded.
6. At the close of the presentation of evidence, the objector may make a final presentation to the City Council based on the evidence and the law. No new evidence may be presented at this point.
7. The City Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court, pursuant to Minnesota Statutes Section 429.081. This process can be started by serving notice of the appeal to the Mayor or City Clerk within 30 days after the adoption of the assessment. The owner will also need to file with the District Court within ten days after serving notice to the Mayor or City Clerk.

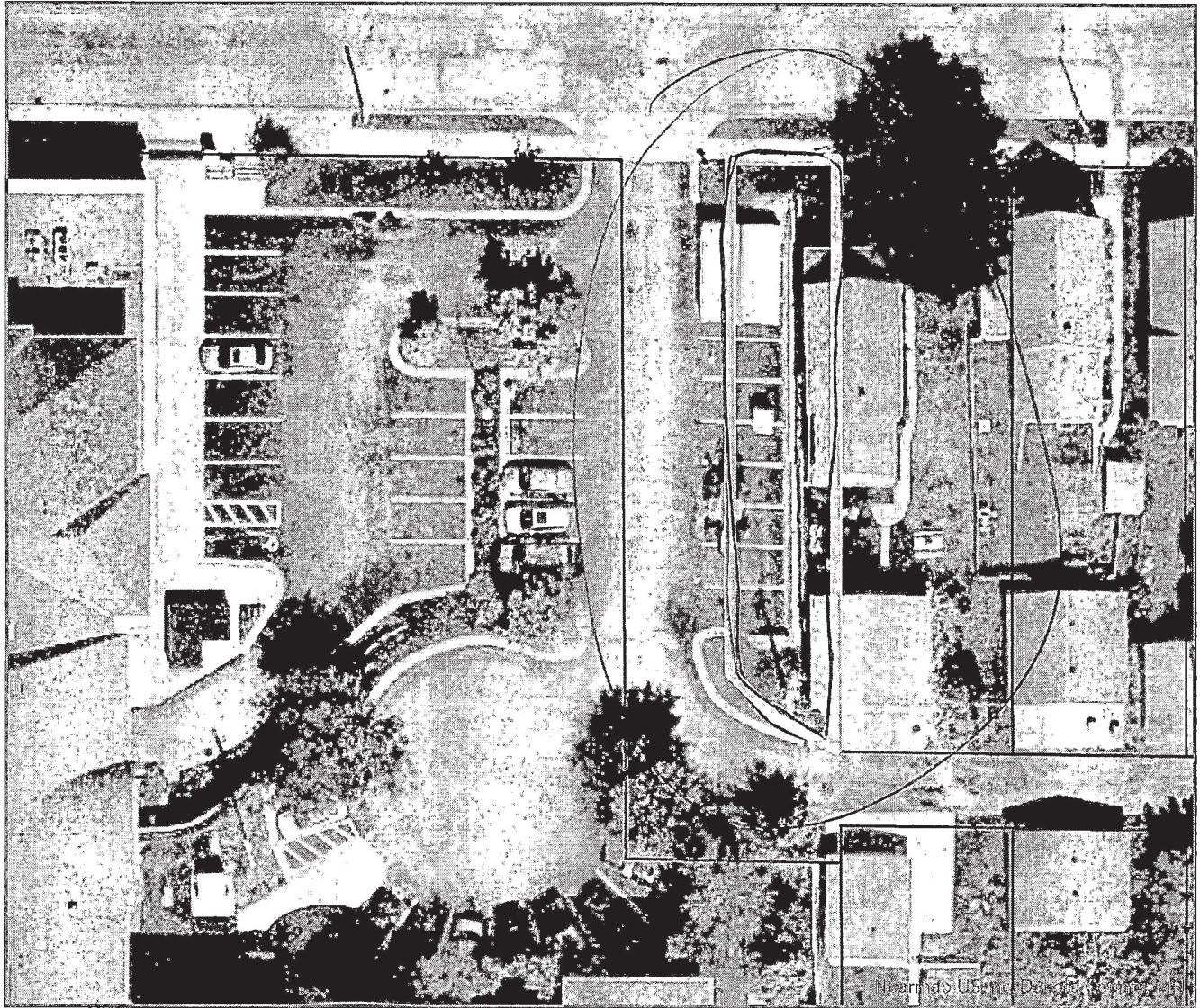
Under Minnesota Statutes Section 435.193 to 435.195, and City Council Resolution No. 01-68, the City Council may in its discretion, defer the payment of this special assessment. This applies for any homestead property owned by a person's 65 years of age or older, for whom it would be a hardship to make the payments. If deferment of the special assessment has been granted, and it becomes terminated for any reason provided in the law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law, and the ordinance adopted under it, has 30 days to apply to the finance director for the prescribed deferral payment form.

All persons with desire to be heard, with reference to this proposed assessment, may be heard at this meeting. The City of West St. Paul does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of its services. If you need any type of accommodation to participate in the meeting, please contact the ADA Coordinator, (651) 552-4108 or TDD (651) 332-2323 at least 5 business days prior to the meeting. If you have any questions about your assessment, please contact Ross Beckwith, City Engineer, at 651-552-4130 or rbeckwith@wspmn.gov.



Nicole Tillander, City Clerk
Mailed: September 24, 2024
Publish: September 29, 2024

Dakota County, MN



Parcel Data is Current As Of:	10/16/2024	Bedrooms	
Parcel ID	428650000010	Bathrooms	
Status	ACTIVE	Garage Sq Ft	
Owner	DAKOTA COUNTY CDA	Other Garage	
Joint Owner		Estimated Land Value	\$12,100
Owner Address	1228 TOWN CENTRE DR	Estimated Building Value	\$1,200
Owner Address2		Total Estimated Value	\$13,300
City/State/Zip	EAGAN MN 55123	Special Assessments	\$0
Common Name		Total Property Tax	\$0
Site Address		Date of Sale - Improved	
Municipality	WEST ST PAUL	Sale Value - Improved	\$0
Primary Use	EXEMPT	Date of Sale - Vacant	
Use 2		Sale Value - Vacant	
Use 3		Total Acres	0.06
Use 4		Total Lot Sq. Ft.	2,787
Homestead	NON HOMESTEAD	RW Sq. Ft.	

Year Built	0	Water Sq. Ft.	
Building Type		School District	197
Building Style		Watershed District	LOWER MISSISSIPPI RIVER
Foundation Sq Ft		Plat Name	WSP MIXED USE SENIOR HOUSING
Above Grade Finished Sq Ft		Tax Description	
Finished Sq Ft		Lot and Block	OUTLOT A
Frame		Last Division	4/10/2003



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.
This is not a legal document and should not be substituted for a title search, appraisal, survey, or
for zoning verification.*

Map Scale
1 inch = 38 feet
10/18/2024

September 24, 2024

**Re: Notice of Hearing for Proposed Assessment for Annapolis Street Reconstruction
Project No. 23-1**

THIS IS NOT A BILL

The Dakotah

Dear Resident or Property Owner:

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Adoption by the City Council of the proposed assessment may occur at this hearing. The amount to be specially assessed against your lot, piece of land, or parcel of land is noted below:

PID: 428650001010
SITE ADDRESS: 882 ROBERT ST S
OWNER NAME: DAKOTA COUNTY CDA
ASSESSMENT AMOUNT: \$18,476.23

The proposed assessment will be payable in equal annual installments extending over a period of 10 years. The first of the installments will be payable with Dakota County tax payments and will bear interest at the rate of 3.0347 percent per annum, starting November 15, 2024. Each year a subsequent installment is due, interest will be added for one year on the remaining balance.

Property owners can pay the entire assessment amount, or partial assessment amount, with no interest until November 14, 2024, to the City of West St. Paul. Interest will begin to accrue after November 14, 2024. The City's Finance Department will continue to accept payments until November 22, 2024. After that, the assessments will be turned over to Dakota County for collection on your tax statement.

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If an assessment is contested, or there is an adjourned hearing, the following procedures will be followed:

1. The City will first present its case by calling witnesses to testify by narrative, examination, and/or by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present testimony as desired. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the City Council, as to the weight of the evidence or testimony presented to the City Council.
5. The entire proceedings will be recorded.
6. At the close of the presentation of evidence, the objector may make a final presentation to the City Council based on the evidence and the law. No new evidence may be presented at this point.
7. The City Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court, pursuant to Minnesota Statutes Section 429.081. This process can be started by serving notice of the appeal to the Mayor or City Clerk within 30 days after the adoption of the assessment. The owner will also need to file with the District Court within ten days after serving notice to the Mayor or City Clerk.

Under Minnesota Statutes Section 435.193 to 435.195, and City Council Resolution No. 01-68, the City Council may in its discretion, defer the payment of this special assessment. This applies for any homestead property owned by a person's 65 years of age or older, for whom it would be a hardship to make the payments. If deferment of the special assessment has been granted, and it becomes terminated for any reason provided in the law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law, and the ordinance adopted under it, has 30 days to apply to the finance director for the prescribed deferral payment form.

All persons with desire to be heard, with reference to this proposed assessment, may be heard at this meeting. The City of West St. Paul does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of its services. If you need any type of accommodation to participate in the meeting, please contact the ADA Coordinator, (651) 552-4108 or TDD (651) 332-2323 at least 5 business days prior to the meeting. If you have any questions about your assessment, please contact Ross Beckwith, City Engineer, at 651-552-4130 or rbeckwith@wspmn.gov.



Nicole Tillander, City Clerk
Mailed: September 24, 2024
Publish: September 29, 2024

Dakota County, MN



Parcel Data Is Current As Of:	10/16/2024	Bedrooms	0
Parcel ID	428650001010	Bathrooms	0
Status	ACTIVE	Garage Sq Ft	
Owner	DAKOTA COUNTY CDA	Other Garage	
Joint Owner		Estimated Land Value	\$722,900
Owner Address	1228 TOWN CENTRE DR	Estimated Building Value	\$9,052,000
Owner Address2		Total Estimated Value	\$9,774,900
City/State/Zip	EAGAN MN 55123	Special Assessments	\$0
Common Name	THE DAKOTAH	Total Property Tax	\$21,592
Site Address	900 ROBERT ST S	Date of Sale - Improved	
Municipality	WEST ST PAUL	Sale Value - Improved	\$0
Primary Use	EXEMPT	Date of Sale - Vacant	
Use 2	COMMERCIAL-PREFERRED	Sale Value - Vacant	
Use 3		Total Acres	1.25

Use 4		Total Lot Sq. Ft.	54,655
Homestead	NON HOMESTEAD	RW Sq. Ft.	
Year Built	2003	Water Sq. Ft.	
Building Type	APARTMENT	School District	197
Building Style		Watershed District	LOWER MISSISSIPPI RIVER
Foundation Sq Ft	NOT APPL	Plat Name	WSP MIXED USE SENIOR HOUSING
Above Grade Finished Sq Ft		Tax Description	
Finished Sq Ft	85,621	Lot and Block	1 1
Frame	WOOD	Last Division	4/10/2003



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.

This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale

1 inch = 50 feet

10/18/2024

September 24, 2024

**Re: Notice of Hearing for Proposed Assessment for Annapolis Street Reconstruction
Project No. 23-1**

THIS IS NOT A BILL

Dear Resident or Property Owner:

Notice is hereby given that the City Council of West St. Paul will meet in the Municipal Center's Council Chambers, 1616 Humboldt Avenue, at 6:30 p.m. on Tuesday, October 15, 2024. The City Council will consider the proposed assessment for the improvements to Annapolis Street from Smith Avenue to Kansas Avenue.

Adoption by the City Council of the proposed assessment may occur at this hearing. The amount to be specially assessed against your lot, piece of land, or parcel of land is noted below:

PID: 422882001010
SITE ADDRESS: 895 ROBERT ST S
OWNER NAME: DAKOTA COUNTY CDA
ASSESSMENT AMOUNT: \$11,291.03

Gateway

The proposed assessment will be payable in equal annual installments extending over a period of 10 years. The first of the installments will be payable with Dakota County tax payments and will bear interest at the rate of 3.0347 percent per annum, starting November 15, 2024. Each year a subsequent installment is due, interest will be added for one year on the remaining balance.

Property owners can pay the entire assessment amount, or partial assessment amount, with no interest until November 14, 2024, to the City of West St. Paul. Interest will begin to accrue after November 14, 2024. The City's Finance Department will continue to accept payments until November 22, 2024. After that, the assessments will be turned over to Dakota County for collection on your tax statement.

The proposed assessment roll is on file for public inspection at the City Clerk's Office. The total amount of the proposed assessment is \$619,917.20. Written or oral objections will be considered at the meeting. No appeal may be taken with the amount of an assessment, unless a signed written objection is filed with the City Clerk prior to the hearing or presented to the presiding officer at the hearing. The City Council may, upon such notice, consider any objection to the amount of a proposed individual assessment. This would occur at an adjourned meeting, upon which the affected property owner will be notified of.

If an assessment is contested, or there is an adjourned hearing, the following procedures will be followed:

1. The City will first present its case by calling witnesses to testify by narrative, examination, and/or by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present testimony as desired. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the City Council, as to the weight of the evidence or testimony presented to the City Council.
5. The entire proceedings will be recorded.
6. At the close of the presentation of evidence, the objector may make a final presentation to the City Council based on the evidence and the law. No new evidence may be presented at this point.
7. The City Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court, pursuant to Minnesota Statutes Section 429.081. This process can be started by serving notice of the appeal to the Mayor or City Clerk within 30 days after the adoption of the assessment. The owner will also need to file with the District Court within ten days after serving notice to the Mayor or City Clerk.

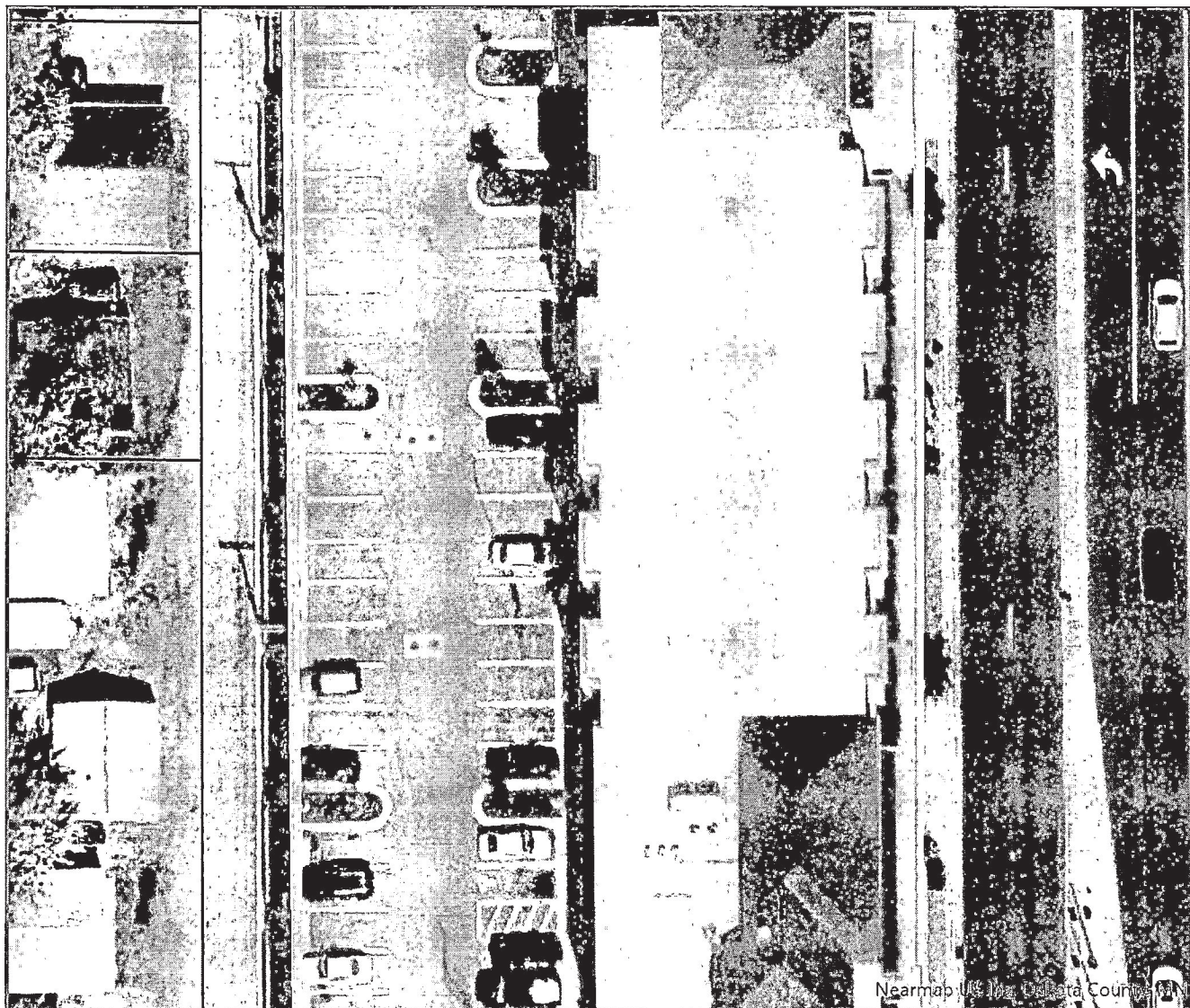
Under Minnesota Statutes Section 435.193 to 435.195, and City Council Resolution No. 01-68, the City Council may in its discretion, defer the payment of this special assessment. This applies for any homestead property owned by a person's 65 years of age or older, for whom it would be a hardship to make the payments. If deferment of the special assessment has been granted, and it becomes terminated for any reason provided in the law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law, and the ordinance adopted under it, has 30 days to apply to the finance director for the prescribed deferral payment form.

All persons with desire to be heard, with reference to this proposed assessment, may be heard at this meeting. The City of West St. Paul does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of its services. If you need any type of accommodation to participate in the meeting, please contact the ADA Coordinator, (651) 552-4108 or TDD (651) 332-2323 at least 5 business days prior to the meeting. If you have any questions about your assessment, please contact Ross Beckwith, City Engineer, at 651-552-4130 or rbeckwith@wspmn.gov.



Nicole Tillander, City Clerk
Mailed: September 24, 2024
Publish: September 29, 2024

Dakota County, MN



Parcel Data Is Current As Of:	10/16/2024	Bedrooms	0
Parcel ID	422882001010	Bathrooms	0
Status	ACTIVE	Garage Sq Ft	
Owner	DAKOTA COUNTY CDA	Other Garage	
Joint Owner		Estimated Land Value	\$361,000
Owner Address	1228 TOWN CENTRE DR	Estimated Building Value	\$6,855,500
Owner Address2		Total Estimated Value	\$7,216,500
City/State/Zip	EAGAN MN 55123	Special Assessments	\$0
Common Name	GATEWAY PLACE	Total Property Tax	\$0
Site Address	895 ROBERT ST S	Date of Sale - Improved	
Municipality	WEST ST PAUL	Sale Value - Improved	\$0
Primary Use	EXEMPT	Date of Sale - Vacant	
Use 2		Sale Value - Vacant	
Use 3		Total Acres	0.91
Use 4		Total Lot Sq. Ft.	39,505
Homestead	NON HOMESTEAD	RW Sq. Ft.	

Year Built	2020	Water Sq. Ft.	
Building Type	APARTMENT	School District	197
Building Style		Watershed District	LOWER MISSISSIPPI RIVER
Foundation Sq Ft	NOT APPL	Plat Name	GATEWAY PLACE
Above Grade Finished Sq Ft		Tax Description	
Finished Sq Ft	53,082	Lot and Block	1 1
Frame	WOOD	Last Division	8/27/2020



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.
This is not a legal document and should not be substituted for a title search, appraisal, survey, or
for zoning verification.*

Map Scale
1 inch = 38 feet
10/18/2024



BUDGET AMENDMENT REQUEST

Department: Property Management Requested By: Anna Judge Fiscal Year: FY25

Board Res. / Project #	Property	Account Description	G/L Account Code	Increase Amount	Decrease Amount
CBF 19-12	The Dakotah	special assessment - road improvement	cbfund.7540-00-000	\$ 20,838	
CBF 31-01	Gateway Place	special assessment - road improvement	cbfund.7540-00-000	\$ 11,292	
WFH 21-01	Spruce Pointe	special assessment - road improvement	spruce.7540-00-000	\$ 55,374	
Total				\$ 87,504	\$ -

Explanation: Increasing the FY25 Common Bond Capital Expenditures budget by \$32,130 to cover for special assessments at The Dakotah and Gateway Place and increasing the Workforce Housing Capital Expenditures budget by \$55,374 to cover special assessment for road improvements at Spruce Pointe.

cc: Administrative-Communications Specialist, Department Head

Anna Judge
Department Head

2/3/25

Date

Finance Dept. Use Only	
Board Date	
G/L Trace #	

Executive Director

Date



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 5C

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Award Contract For Access Control Replacement At Cahill Commons And Hillcrest Pointe (Inver Grove Heights) Senior Housing Developments

PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for access control replacement at Cahill Commons and Hillcrest Pointe senior housing developments located in Inver Grove Heights.
- Authorize change order authority.

SUMMARY

This contract is for the replacement of failing locks at Cahill Commons and Hillcrest Pointe senior housing developments, as well as increasing the security at entry points around the building. This is part of a long-term plan to roll out new technology over the course of the next few years and to replace the existing failing and obsolete locks.

On February 4, 2025 at 10 a.m. a public bid opening was conducted at the Dakota County CDA office for this project. Multiple contractors were solicited to bid on the project in addition to being publicly advertised (Attachment A) and posted on the CDA's website.

Three contractors showed interest in the project but only one showed up to the walk-through; one responded that they were interested but too busy at this time. One bid was received from Assured Security; the bid tabulation is Attachment B.

An alternate to include matching apartment door levers was requested of the bidding party (Alternate #1). The alternate came in at \$5,236.11 and would be preferred that the CDA accept this alternate. The contract price, including the Base Bid and Alternate # 1, is \$249,249.48; and there are funds available for this project in the current Extraordinary Maintenance budget. It is expected that the project would be completed by June 2025.

RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with Assured Security in the amount of \$249,249.48 and be authorized to sign change orders in an amount not to exceed \$12,463 (this is 5% of the contract amount). The solicitation of bids was done in accordance with public bidding requirements and the contractor has successfully completed many of these projects for the CDA in the past.

EXPLANATION OF FISCAL/FTE IMPACTS

The \$261,712.48 (contract plus potential change order authority) will be funded from the FYE25 Extraordinary Maintenance Budget.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, formal bids were received on February 4, 2025 for the access control project at Cahill Commons and Hillcrest Pointe senior housing developments in Inver Grove Heights; and

WHEREAS, Assured Security submitted a responsive bid of \$249,249.48; and

WHEREAS, the contract is being recommended by Property Management due to immediate need and the contractor is being recommended on their prior experience on similar projects with the CDA; and

WHEREAS, funds are available in the current FYE25 Extraordinary Maintenance budget for this project; and

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director be authorized to sign a construction contract with Assured Security in the amount of \$249,249.48; and

BE IT FURTHER RESOLVED, that the Deputy Executive Director be authorized to approve change orders in an amount not to exceed \$12,463.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Public Advertisement

Attachment B: Bid Tabulation

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Troy Blakestad, Capital Projects Manager

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
COUNTY OF DAKOTA

I do solemnly swear that the notice, as per the proof, was published in the edition of the

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 01/10/2025 and the last insertion being on 01/17/2025.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: 

Designated Agent

Subscribed and sworn to or affirmed before me on 01/17/2025


Notary Public

**Rate Information:**

(1) Lowest classified rate paid by commercial users for comparable space:

\$999.99 per column inch

Ad ID 1444187

Project: Access Control Replacement Project
 Project Addresses: Hillcrest Pointe and Cahill Commons
 Bid Opening: Tuesday, February 4 2025: 10:00 a.m.
 BID TABULATION

BIDDER	BID BOND	Addenda 1 Noted	BASE BID	Alternate #1
Assured Security	X	X	\$244,013.37	\$5,236.11



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 5D

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Consent

TITLE

Establish The Date For A Public Hearing On Qualified Allocation Plan For The Allocation Of 2026 Low Income Housing Tax Credits

PURPOSE/ACTION REQUESTED

Set a public hearing to receive comments on the proposed Qualified Allocation Plan (QAP) for the allocation of 2026 Low Income Housing Tax Credits.

SUMMARY

In accordance with Section 42 of the Internal Revenue Code of 1986, as amended ("Code"), the Dakota County Community Development Agency (CDA) as a suballocator of Low Income Housing Tax Credits ("Tax Credits") must set a public hearing date for the adoption of the 2026 QAP which details the basis for allocating Tax Credits among applicants.

The CDA is a suballocator of Tax Credits, which are regulated under Section 42 of the Code. Under the Code, the CDA must prepare a QAP setting forth the basis for allocating Tax Credits among applicants and must hold a public hearing prior to adoption of the QAP. The purpose of this action is to set the date of this public hearing for March 25, 2025.

A draft hearing notice to be published pursuant to board approval of this item is in Attachment A. Proposed edits to the scoring worksheets are Attachment B and C.

RECOMMENDATION

Staff recommends to set the date of the public hearing to receive comments on the proposed QAP for the allocation of 2026 Tax Credits for March 25, 2025 at 3 p.m.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, pursuant to Section 42 of the Internal Revenue Code of 1986, as amended ("Code"), and Minnesota Statutes Sections 462A.221 through 462A.225, the Dakota County Community Development Agency (CDA) is a housing credit agency authorized to allocate low income housing tax credits ("Tax Credits"); and

WHEREAS, Section 42 of the Code, requires the CDA to hold a public hearing prior to adopting or amending a Qualified Allocation Plan (QAP) detailing the basis for allocating Tax Credits among applicants; and

WHEREAS, the CDA proposes to adopt a QAP regarding the allocation of Tax Credits using 2026 volume cap and the allocation of any “automatic” tax credits attributable to private activity bonds issued after the adoption of the plan (“2026 Plan”).

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That:

1. A public hearing regarding the adoption of the 2026 Plan will be held by the CDA Board on March 25, 2025 at or after 3:00 p.m. at the CDA’s office.
2. Staff are authorized and directed to cause notice of such public hearing to be published in a newspaper of general circulation in the CDA’s jurisdiction not less than ten (10) days prior to such hearing.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment A: Draft Public Hearing Notice

Attachment B: Qualified Allocation Plan – Self Scoring Worksheet Summary

Attachment C: Self-Scoring Worksheet – 2026 Housing Tax Credit Program

CONTACT

Department Head: Lisa Alfson, Director of Community and Economic Development

Author: Kathy Kugel, Housing Finance Manager

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE ADOPTION OF A QUALIFIED ALLOCATION PLAN RELATING TO THE ALLOCATION OF LOW INCOME HOUSING TAX CREDITS UNDER SECTION 42 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

NOTICE IS HEREBY GIVEN that the Dakota County Community Development Agency (the "Agency") will meet on Tuesday, March 25, 2025, at or after 3:00 p.m. at its offices located at 1228 Town Centre Drive, Eagan, Minnesota 55123, for the purpose of conducting a public hearing regarding the adoption of its 2026 Qualified Allocation Plan, which has been prepared in compliance with Section 42 of the Internal Revenue Code of 1986, as amended ("Code"). Section 42 of the Code authorizes housing credit agencies such as the Agency to allocate low income housing tax credits ("Tax Credits") to owners of qualified residential rental projects. The 2026 Qualified Allocation Plan establishes selection criteria to be used by the Agency in the allocation of Tax Credits in Dakota County.

Members of the public can participate in the public hearing in one of the following ways:

- All persons interested may appear and be heard at the time and place set forth above.
- The public may comment in writing or via voicemail. Any comments and materials submitted by 10:00 am of the day of the meeting will be attached to the public record and available for review by the Board. Comments may be submitted to the Clerk of the Board via email at sjacobson@dakotacda.org or by voicemail at 651-675-4434.

[Date of Publication]

BY ORDER OF THE DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY

By /s/ Tony Schertler
Executive Director

2026 Qualified Allocation Plan - Self-Scoring Worksheet		Proposed	Proposed
Description		Change from 2025	2026 Points
a. Selection Criteria:			
1.	New construction to increase supply	Same	10 pts
2.	Preservation - Federally Assisted Housing	Same	25 pts
	OR		OR
	Preservation – near end of affordability requirements	Same	10 pts
3.	Stabilization – trouble with occupancies/net revenues (points for #2 or #3)	Same	5 pts
4.	Readiness – land use and zoning	Same	5 pts
5.	Readiness – permanent funding sources secured	Same	Up to 15 pts
6.	Community priority locations - gov't owned	Same	10 pts
7.	Long Term Affordability	Same	Up to 8 pts
8.	Larger Family Size Units	Same	Up to 6 pts
9.	Accessible units	Same	5 pts
10.	Ownership by Non-Profit or Government	Same	5 pts
11.	Intermediary costs	Same	Up to 6 pts
12.	Homelessness/Permanent Supportive Housing Units	Same	Up to 15 pts
	Homeless units for 4% (2 units)	Same	5 pts
13.	Community Development Initiative	Same	5 pts
14.	Eventual tenant ownership	Same	1 pt
15.	Unacceptable practices	Same	Up to -50 pts
16.	Access to transit	Same	Up to 5 pts
b. Preference Priorities:			
1.	Previous Tax Credit commitment/reservation	Same	30 pts
2.	Serves the lowest income tenants	Same	Up to 15 pts
3.	Geographic Balance	Same	5 pts
		2025 Max Points	2026 Max Points
	New Construction	146	146
	Rehabilitation	161	161

SCHEDULE 1**SELF-SCORING WORKSHEET****20252026 Housing Tax Credit Program**

Applicant Name _____

Project Name _____

Project Address/Location _____

Project City _____

Please note the following:

1. Documentation of Points

Indicate the selection and/or preference priority points expected for your project. Where multiple points per section are available please check the appropriate box (☐) for points claimed. **Attach directly to this self-scoring worksheet, a separate detailed sheet and documentation that clearly supports points claimed.** The Dakota County Community Development Agency (Agency) will determine the actual selection points awarded. Points will not be awarded unless documentation is provided along with the application to justify the points claimed.

Applicants must demonstrate the project is eligible for not fewer than 25 points to qualify for the 4% Tax Credits under this Plan.

2. Extended Duration

Projects requesting 9% and 4% Tax Credits: Such projects must maintain the low-income use for a minimum of 30 years. The owner agrees that IRC Sections 42(h)(6)(E)(i)(II) and 42(h)(6)(F) (which would permit the owner to terminate the restrictions under the Declaration at the end of the 15- year compliance period in the event the Agency does not present the owner with a qualified contract for the acquisition of the project) do not apply to the project, and that the Section 42 income and rent restrictions shall apply for the period of 30 years beginning with the first day of the 15- year compliance period in which the building is part of a qualified low income housing project.

3. Design Standards

The project must meet the Tax Credit Design Standards as specified in the Procedural Manual and be evidenced by a Design Standards Certification form executed by the owner and architect.

4. Declaration of Land Use Restrictive Covenants

A Declaration covering the rent and income limits and occupancy requirements, including student eligibility requirements, must be placed on the building(s) and recorded in the county in which the project is located.

5. Section 8 Voucher Acceptance

Owners of a Tax Credit project must agree to not refuse to rent a unit to a tenant because that tenant has a Section 8 voucher that would be used for a unit in the project. Language prohibiting discrimination based on Section 8 status must be included in the Declaration entered into by the owner with the Agency. Declarations are enforceable in state court by housing credit agencies and all income-eligible persons.

MINIMUM THRESHOLD REQUIREMENTS

All applicants must meet one of the seven (7) following threshold types. **To qualify for threshold #7 the applicant must have written approval from the Agency prior to submission of the application.** Check one box for project type 1-7 below. In the event Minnesota Statutes are modified to allow additional threshold requirements, this worksheet will be modified accordingly.

1.	<input type="checkbox"/>	New construction or Substantial Rehabilitation of projects in which, for the term of the Declaration), at least 75% of the total Tax Credit units are Single Room Occupancy, efficiency, or one bedroom units and which are affordable by households whose income does not exceed 30% of the median income.
2.	<input type="checkbox"/>	New construction or Substantial Rehabilitation family housing projects that are not restricted to occupancy by persons 55 years old or older and in which, for the term of the extended use period (term of the Declaration), at least 75% of the Tax Credit units contain two or more bedrooms and at least one third of the 75% contain three or more bedrooms.
3.	<input type="checkbox"/>	Substantial Rehabilitation projects in neighborhoods targeted by the applicable city for revitalization.
4.	<input type="checkbox"/>	<p>Projects that are not restricted to persons of a particular age group and in which, for the term of the extended use period (term of the Declaration), a percentage of the units are set aside and rented to (check one, if applicable):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Persons with a serious and persistent mental illness as defined in Minnesota Statutes Section 245.462, Subd. 20(c); <input type="checkbox"/> Persons with a developmental disability as defined in the United States Code, Title 42, Section 6001(8); <input type="checkbox"/> Persons who have been assessed as drug dependent persons as defined in Minnesota Statutes Section 254A.02, Subd. 5, and are receiving or will receive care and treatment services provided by an approved treatment program as defined in Minnesota Statutes Section 254A.02, Subd. 2; <input type="checkbox"/> Persons with a brain injury as defined in Minnesota Statutes Section 256B.093, Subd. 4(a); <u>or</u> <input type="checkbox"/> Persons with permanent physical disabilities that substantially limit major life activities, if at least fifty percent (50%) of the units in the project are accessible as provided under Minnesota Rules Chapter 1340
5.	<input type="checkbox"/>	Projects, whether or not restricted to persons of a particular age group, which preserve existing subsidized housing if the use of Tax Credits is necessary to prevent conversion to market rate use or to remedy physical deterioration of the project which would result in loss of existing federal subsidies.
6.	<input type="checkbox"/>	Projects financed by Rural Development which meet state-wide distribution goals.
7.	<input type="checkbox"/>	<p>In addition to Thresholds 1-6, the Agency may allocate Tax Credits to one remaining project that is a new construction or Substantial Rehabilitation multifamily housing project that is not restricted to persons 55 years of age or older and is located within one of the following areas at the time a reservation for Tax Credits is made:</p> <ul style="list-style-type: none"> <input type="checkbox"/> an area within one-half mile of a completed or planned light rail transitway, bus rapid transitway, or commuter rail station; <input type="checkbox"/> an area within one-fourth mile from any stop along a high-frequency local bus line; <input type="checkbox"/> an area within one-half mile from a bus stop or station on a high-frequency express route;

	<input type="checkbox"/> an area within one-half mile from a park and ride lot; <u>or</u> <input type="checkbox"/> an area within one-fourth mile of a high-service public transportation fixed route stop; <p>For purposes of this section, the following terms have the meanings given them:</p> <p>(1) "high-frequency local bus line" means a local bus route providing service at least every 15 minutes and running between 6:00 a.m. and 7:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on Saturdays;</p> <p>(2) "high-frequency express route" means an express route with bus service providing six or more trips during at least one of the peak morning hours between 6:00 a.m. and 9:00 a.m. and every ten minutes during the peak morning hour; and</p> <p>(3) "high-service public transportation fixed route stop" means a stop serviced between 6:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 6:00 p.m. on Saturdays and with service approximately every 30 minutes during that time.</p> <p>(Minnesota Statutes Section 383D.41, Subdivision 11)</p> <p>Note: To qualify for Threshold #7 the applicant must have written approval from the Agency prior to submission of the application.</p>
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DAKOTA COUNTY CDA ADDITIONAL THRESHOLD REQUIREMENTS

All applicants must meet the following additional threshold requirements. Check boxes below to indicate the acceptance of these requirement:

8.	<input type="checkbox"/>	<input type="checkbox"/> The project satisfies the Agency's underwriting standards and the Agency determines the owner has sufficient experience. <input type="checkbox"/> The application demonstrates reasonable operating expenses relative to comparable projects in the past, <input type="checkbox"/> The project complies with applicable building, land use and zoning ordinances, <input type="checkbox"/> The project is consistent with a Market Study, <u>and</u> <input type="checkbox"/> The costs of intermediaries meet the criteria set forth in the Procedural Manual.
9.	<input type="checkbox"/>	Applicants must agree to utilize public housing waiting lists in Dakota County in marketing units to the public.
10.	<input type="checkbox"/>	The owner agrees to not refuse to rent a unit to a tenant because that tenant has a Section 8 voucher and that language prohibiting discrimination based on Section 8 status will be included in the Declaration.
11.	<input type="checkbox"/>	The applicant demonstrates by information submitted in the application that each building in the project is a qualified low-income building under Section 42(c)(2) of the Code.
12.	<input type="checkbox"/>	The applicant agrees to enter into a Declaration in form and substance acceptable to the Agency and legal counsel appointed by the Agency.
13.	<input type="checkbox"/>	The applicant agrees to apply resident screening criteria as provided in the Declaration.
14.	<input type="checkbox"/>	For 9% and 4% Tax Credit projects, the applicant agrees to waive the provisions of Sections 42(h)(6)(E)(i)(II) and 42(h)(6)(F) which permits the owner to terminate the rent and income restrictions under the Declaration at the end of the initial 15-year compliance period. All Tax Credit projects must maintain the low-income use for a minimum of 30 years.
15.	<input type="checkbox"/>	The applicant agrees to provide high speed internet access via installation of all appropriate infrastructure and connections for cable, DSL or wireless/data internet service to every unit.
16.	<input type="checkbox"/>	<p>The applicant agrees to institute and maintain a written policy* prohibiting smoking in all the units and all common areas within the building/s of the project. The project must include a non-smoking clause in the lease for every household. Projects will be required to maintain the smoke-free policy for the term of the Declaration.</p> <p>*A written policy must be submitted with the application and should include procedures regarding transitioning to smoke-free for existing residents and the establishment of smoking areas outside of units and common areas, if applicable. Consequences for tenants violating the smoke-free policy will be determined by the owner and must be included in the written policy for the project.</p>

SELECTION PRIORITIES			
a. <u>SELECTION CRITERIA</u> Check the box to the left of the descriptions below to indicate selection and/or preference priority points expected. The Agency will determine actual points to be awarded, based on the application and the documentation submitted. All applicants for 9% Tax Credits will be scored competitively against other applications received. All applicants for 4% Tax Credits with tax exempt volume cap bonds must meet a minimum score of 25 points.		<u>Developer Claimed</u>	<u>Agency Awarded</u>
New Construction (10 Points)			
1.	New construction which increases the supply of affordable rental housing in Dakota County (10 points).		
Preservation and Stabilization of Affordable Housing (Up to 25 Points)			
2.	Preservation of Affordable Housing: <input type="checkbox"/> Preservation of Federally Assisted Housing (25 Points): Points are awarded to projects that preserves low-income housing receiving assistance under Section 8 or Section 236 or other similar project-based subsidy which, due to mortgage prepayments or expiring rental assistance, would convert to market rate use. The Agency in its sole discretion must agree that a market exists for a conversion to market rate housing. OR <input type="checkbox"/> Preservation (10 Points): Points are awarded to projects that preserve the rent and income restrictions under an existing use agreement which, due to expiring affordability periods would convert to market rate use. The Agency, in its sole discretion, will verify that a market exists for a conversion to market rate housing. Applicant must agree in writing to continued renewals of the existing project-based housing subsidy payment contract for as long as assistance is available.		
3.	Stabilization of Affordable Housing (5 Points) Points are awarded to projects with existing federally assisted units or previously funded by Tax Credits or deferred loans from the Agency or other public entity, <u>that are not also claiming points in the Preservation of Affordable Housing category</u> which are experiencing trouble with occupancies and/or net revenues which need to be stabilized. Applicants must provide narratives to support the approach of a planned, long term and cost effective stabilization that meets all of the following criteria: i) Suitability for long term stabilization: a. 18 or more years have passed since initial loan closing or most recent Tax Credit placement in service date; and b. Operating feasibility shows duration of at least 20 years. AND ii) Collaborative relationship in place Points claimed and deemed eligible for Financial Readiness to Proceed, minimum of 6 points. AND iii) Affordability and Cost Effectiveness Points claimed and deemed eligible in Preference Priorities b.2 (Serves Lowest Income Tenants/Rent Reduction)		

		<u>Developer Claimed</u>	<u>Agency Awarded</u>
Readiness to Proceed (Up to 20 Points)			
4.	Points are awarded to projects that, at the time of application, have received final land use entitlements up to and including preliminary plat approvals, final Comprehensive Plan amendments (if any), final zoning approvals and site plan authorization. (5 points)		
5.	<p>Financial Readiness (up to 15 points). Points are awarded to projects that have secured funding commitments for permanent funding sources or have no funding gap at the time of application. Words synonymous with “consider” or “may” award are not valid or acceptable.</p> <p>The calculation below must exclude all first mortgage financing and anticipated Tax Credit proceeds from the current Tax Credit request. Committed syndication proceeds from previously reserved Tax Credits may be included in the calculation.</p> <p>Acceptable documentation of syndication proceeds from Tax Credits awarded in a previous cycle/round is an executed agreement or letter of intent from a syndicator/investor which is acceptable to the Agency. The executed agreement or letter of intent must: (1) be current and dated within 15 days of application; (2) contain a projected closing date; (3) contain a projected equity price for the purchase of the Tax Credits; and (4) contain a detailed explanation of the assumptions being used by the syndicator/investor to arrive at the projected equity price.</p> <p>Total eligible funding secured, awarded or committed (exclude first mortgage and syndication proceeds as described above) \$_____</p> <p>Divided by total development cost less first mortgage and excluded syndication proceeds \$_____</p> <p>Equals percentage of funds committed, rounded to the nearest tenth _____%</p> <p>Check box that applies: <input type="checkbox"/> 70.1% or more of gap funds committed or no gap (15 points) <input type="checkbox"/> 50.1 – 70.0% of gap funds committed (10 points) <input type="checkbox"/> 30.1 – 50.0% of gap funds committed (6 points) <input type="checkbox"/> 10.1 – 30.0% of gap funds committed (2 points)</p> <p>Please see the Procedural Manual Section VIII. A. for details.</p> <p>If points are claimed and the funding is returned/not used the affordability requirements for that (those) funding source(s) will be included in the Declaration.</p>		
Community Priority Locations (10 Points)			
6.	Points are awarded to projects located on property fully/entirely owned by the Agency, Dakota County, or a municipality in Dakota County at the time of application. (10 points)		

		<u>Developer Claimed</u>	<u>Agency Awarded</u>
Long Term Affordability (Up to 8 Points)			
7.	<p>Points are awarded to projects that agree to extend the long-term affordability of the project and maintain the duration of low-income use beyond the required minimum of 30 years by agreeing to:</p> <p>Check box that applies:</p> <p><input type="checkbox"/> Extend the long-term affordability of the project and maintain the duration of low-income use for a minimum of 35 years (2 points)</p> <p><input type="checkbox"/> Extend the long-term affordability of the project and maintain the duration of low-income use for a minimum of 40 years (4 points)</p> <p><input type="checkbox"/> Extend the long-term affordability of the project and maintain the duration of low-income use for a minimum of 45 years (6 points)</p> <p><input type="checkbox"/> Extend the long-term affordability of the project and maintain the duration of low-income use for a minimum of 50 years (8 points)</p>		
Large Family Housing (up to 6 points)			
8.	<p>Points are awarded to projects that promote family housing that is not restricted to persons 55 years old or older for the term of the Declaration, where 25% or more of the Tax Credit units in the project have 3 or more bedrooms.</p> <p>Check box that applies:</p> <p><input type="checkbox"/> At least 30% of the Tax Credit units have 3 or more bedrooms (3 points)</p> <p><input type="checkbox"/> At least 50% of the Tax Credit units have 3 or more bedrooms (6 points)</p>		
Accessible Units (5 Points)			
9.	At least 25% of the Tax Credit units in the project are designed, equipped and set aside for the developmentally, physically or mentally disabled and there is a referral and marketing plan that includes an agreement with an established organization to provide services for such persons. (5 points)		
Ownership by Non-Profit or Governmental Unit (5 Points)			
10.	<p>A qualified non-profit or a governmental unit is the sole general partner/managing member. (5 points)</p> <p>The non-profit must be organized and incorporated in the State of Minnesota and have at least five-year's experience in Minnesota owning and operating at least 100 units of affordable Tax Credit housing. Points will only be awarded to local non-profits. To be eligible for points, the non-profit must be a qualified non-profit tax-exempt organization within Code Section 501(c)(3) at the time of application, and must also meet the requirements of Section 42(h)(5)(C) of the Code. For a non-profit, a copy of the Certificate of Incorporation from the Secretary of State of Minnesota and organization documentation evidencing the 501(c)(3) status must be submitted at the time of application.</p> <p>These points are awarded because the Agency has an assumption that such organizations have a mission that results in perpetual affordability of the units. Points will not be awarded if the non-profit/governmental organization has been a project sponsor or general partner/managing member of a project that converted units to market rate units in the past three (3) years without the consent of the issuing public agency within Minnesota.</p>		

		<u>Developer Claimed</u>	<u>Agency Awarded</u>
Community Revitalization (5 Points)			
13.	<p>Community Development Initiative (5 points)</p> <p>Points are awarded to projects that contribute to the active implementation of a Community Development Initiative to address locally identified needs and priorities, with active engagement by local stakeholders. The initiative can be created by, and involve engagement from, a wide variety of public and private local community development partners such as cities, counties, employers, private foundations, public housing authorities, or other community stakeholders. The plan must contain more components than the project itself. Documentation must be provided that addresses the requirements of a Community Development Initiative as set forth in Exhibit I of the Procedural Manual.</p> <p>For projects located in a QCT, to be eligible for these points, the application must provide additional evidence that demonstrates a strategy for obtaining commitments of public and/or private investment in non-housing efforts to demonstrate that the project contributes to a concerted community revitalization plan.</p>		
Eventual Tenant Ownership (1 Point)			
14.	This point is awarded to projects that include a plan for eventual tenant ownership of 100% of the units. (1 point)		
Unacceptable Practices (Up to -50 Points)			
15.	Unacceptable Practices, includes the transfer of ownership of the owner and displacement of Section 8 tenants as described in Section IV.F of the Procedural Manual.		
Access to Transit (Up to 5 Points)			
16.	<p>Points are awarded to projects located within <u>walking distances</u> of public transit stations and stops. (up to 5 points)</p> <p><input type="checkbox"/> Project is located within ½ mile of Orange Line transitway stations (including the Burnsville Center station and all stations north) or Red Line transitway stations (including the Apple Valley Transit Station and all stations north) (5 points); OR</p> <p><input type="checkbox"/> Project is located within ½ mile of a park and ride (with bus service), a bus route stop, or a Minnesota Valley Transit Authority (MVTA) bus route where the bus is able to stop (3 points).</p> <p>At the time of application, the applicant must submit a map identifying the location of the project with exact <u>walking distances</u> to the eligible public transit station/stop and include a copy of the route.</p>		

b.	<u>PREFERENCE PRIORITIES</u> Points received through Preference Priorities will be included in the application's score and will be used to break ties in overall scoring for the competitive selection of applicants, as detailed in Section 8.2.	<u>Developer Claimed</u>	<u>Agency Awarded</u>
1.	Previous Tax Credit Commitment/Reservation (30 points). Points are awarded to projects that have a prior commitment/reservation of Tax Credits, were not fully funded in a previous round, and require additional Tax Credits to make the project feasible.		
2.	Points are awarded to projects that will serve the lowest income tenants (50% or less of area median adjusted by unit size) with gross rents not to exceed 30% of income and agree to maintain the deeper rent structure for the duration of the Declaration. <i>(Up to 15 Points)</i> Applicants may choose any combination of the following rent limitations for the project but may not count any unit more than once. This selection will restrict rents only (tenant incomes will not be restricted to the following levels by claiming points in this section). Check the box that applies. <input type="checkbox"/> 100% of Tax Credit units at the rents for 50% of AMI: 15 points <input type="checkbox"/> 75% of Tax Credit units at the rents for 40% of AMI: 15 points <input type="checkbox"/> 75% of Tax Credit units at the rents for 50% of AMI: 10 points <input type="checkbox"/> 50% of Tax Credit units at the rents for 40% of AMI: 10 points <input type="checkbox"/> 50% of Tax Credit units at the rents for 50% of AMI: 5 points		
3.	Geographic Balance (5 points). Points are awarded to projects for proposed projects that are located in a city that have not received a 9% or 4% Tax Credit award from Dakota County CDA or Minnesota Housing for new affordable housing development in the last 3 years.		
TOTAL POINTS:		<u>Developer Claimed</u>	<u>Agency Awarded</u>
		_____	_____

SELF-SCORING WORKSHEET CERTIFICATION:

Under penalty of perjury, the Applicant hereby certifies the information provided in the Self-Scoring Worksheet is true and accurate.

By: _____
Signature

Print or type name and title of signatory

Of: _____
Name of Managing/General Partner

Date: _____



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 6A

DEPARTMENT: Housing Development

FILE TYPE: Regular - Action

TITLE

Conduct Public Hearing To Receive Comments On The Disposition of DCCDA Section 18, LLC Properties And Authorization To Enter Into Purchase Agreements With The Qualified Buyers

PURPOSE/ACTION REQUESTED

- Conduct public hearing regarding the disposition of two vacant properties.
- Authorize the Executive Director to enter into purchase agreements on behalf of DCCDA Section 18, LLC for two properties.
- Close the public hearing.

SUMMARY

The Dakota County CDA, as the sole member of the DCCDA Section 18, LLC, owns single family homes and duplexes that were previously part of the Public Housing Program and were acquired by the LLC through the U.S. Department of Housing and Urban Development (HUD) Section 18 Demo/Dispo Program.

HUD's Special Applications Center has approved the disposition of the Section 18 units. If a current resident has an interest in purchasing the property or if a property becomes vacant, CDA staff assesses the property to determine if it should be sold. The units must be sold at Fair Market Value to the current resident or on the market through public bid.

On December 4, 2024, the CDA Board set a public hearing for the disposition of five single family DCCDA Section 18, LLC properties. Three of the homes were approved to sell by the CDA Board at the January 21, 2025 meeting and the public hearing was continued for the remaining two properties. The CDA has received offers for both properties to be considered by the CDA Board. All offers being considered were for the listing price or higher.

RECOMMENDATION

Staff recommends conducting and closing the public hearing and approving the sale of two properties to the qualified buyers.

EXPLANATION OF FISCAL/FTE IMPACTS

HUD requires the proceeds from the sale of the properties be placed in a restricted bank account to be used for all allowable purposes which includes acquiring and/or constructing replacement affordable housing units.

☐ None ☐ Current budget ☐ Amendment Requested ☒ Other

RESOLUTION

WHEREAS, the Dakota County CDA is able to dispose of property after holding a public hearing for which a notice is published; and

WHEREAS, a notice of the public hearing was published in the Dakota County Tribune per statutory requirements of at least 10 but more than 20 days before the hearing; and

WHEREAS, the two properties proposed for sale are part of the DCCDA Section 18, LLC that was created for the transition of public housing units through the U.S. Housing and Urban Development's Section 18 Demo/Dispo program; and

WHEREAS, the U.S. Department of Housing and Urban Development's Special Applications Center has approved the disposition of the Section 18 units on the open market through public bid; and

WHEREAS, Michael P. Sonsalla, a qualified buyer, submitted the highest and/or best bid/offer to purchase 3220 Lower 150th Street in Rosemount; and

WHEREAS, Abimael D. Hernandez, a qualified buyer, submitted the highest and/or best bid/offer to purchase 1177 W 14th Street in Hastings and Benjamin L. Bennett, a qualified buyer, submitted the second highest and/or best offer/bid to purchase 1177 W 14th Street in Hastings; and

WHEREAS, a public hearing was conducted on February 18, 2025, on the proposed terms of the sale of these two properties:

Address	Buyer	Contingency Buyer
3220 Lower 150 th Street, Rosemount	Michael P. Sonsalla	N/A
1177 W. 14 th Street, Hastings	Abimael D. Hernandez	Benjamin L. Bennett

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to negotiate with and enter into a Purchase Agreement with the buyers; and

BE IT FURTHER RESOLVED that the public hearing is closed.

PREVIOUS BOARD ACTION

24-6842; 5/22/2024

24-6918; 12/4/2024

25-6934; 1/21/2025

ATTACHMENTS

Attachment A: Affidavit of Public Hearing

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Lori Zierden, Real Estate Manager



Ad Proof
Not Actual Size

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

Date: 12/30/24

Account #: 412621

Customer: DAKOTA COUNTY CDA ~

Address: 1228 TOWN CENTRE DR
EAGAN

Telephone: (651) 675-4400

Fax: (651) 287-8050

Publications:

Dakota County Tribune

Ad ID: 1443150

Copy Line: Jan 21 PH DCCDA Section 18, LL

PO Number:

Start: 01/03/25

Stop: 01/03/2025

Total Cost: \$103.95

of Lines: 45

Total Depth: 5.12

of Inserts: 1

Ad Class: 150

Phone # (763) 691-6000

Email: publicnotice@apgecm.com

Rep No: SE710

**DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY
PUBLIC NOTICE**

Notice is provided that the Board of Commissioners of the Dakota County Community Development Agency (CDA), as the sole member of DCCDA Section 18, LLC will hold a public hearing on Tuesday, January 21, 2025, at or after 3:15 p.m. at the CDA offices located at 1228 Town Centre Drive, Eagan, Minnesota to consider the sale, transfer, and/or exchange of the following described property currently owned by DC-CDA Section 18 LLC is advisable:

Address	Legal Description
3220 Lower 150 th Street, Rosemount	Lot 8, Block 6, Rahn's Seventh Addition, Dakota County, Minnesota
1177 W. 14 th Street, Hastings	Lot 6, Block 4, Dakota Hills Third Addition, Dakota County, Minnesota
4535 Cinnamon Ridge Trail, Eagan	Lot 12, Block 1, Cinnamon Ridge 2 nd Addition, Dakota County, Minnesota
17114 Gage Avenue, Farmington	Lot 6, Block 4, Dodd Park, Dakota County, Minnesota
315 Hurley Street, West St. Paul	The West 30 Feet of Lot 15, Block 1, and the East 15 Feet of Lot 16, Block 1, Lawton CB Addition, Dakota County, Minnesota

The terms and conditions for offers that staff is recommending to the CDA Board will be available at the CDA's office beginning January 10, 2025. For more information on this proposed sale, transfer, and/or exchange of property contact Lisa Alfson at the Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123, telephone (651) 675-4467. Public comments may be submitted orally or in writing to the CDA through the public hearing to be held on January 21, 2025.

BY ORDER OF THE BOARD OF COMMISSIONERS OF THE DAKOTA
COUNTY COMMUNITY DEVELOPMENT AGENCY

By /s/ Tony Schertler
Executive Director

Published in the
Dakota County Tribune
January 3, 2025
1443150

Ad: 1

\$103.95

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BY ORDER OF THE BOARD OF COMMISSIONERS OF THE DAKOTA
COUNTY COMMUNITY DEVELOPMENT AGENCY

By /s/ Tony Schertler
Executive Director

Published in the
Dakota County Tribune
January 3, 2025
1443150



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 6B

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

Approval Of Budget Amendment And Authorization Of Professional Services Contract For 1500 Towerview Road, Eagan

PURPOSE/ACTION REQUESTED

- Approve an amendment of up to \$730,000 to the FYE25 Real Estate Operations budget from fund balance for environmental due diligence, demolition oversight, and holding costs related to property located at 1500 Towerview Road in Eagan.
- Authorize the Executive Director to execute a professional services agreement with Braun Intertec for environmental due diligence and oversight of abatement and demolition services related to property located at 1500 Towerview Road.

SUMMARY

In June 2024, the CDA Board authorized the purchase of a 39-acre site located at 1500 Towerview Road (the Site) in Eagan that includes an approximately 325,765 sq. ft. vacant building that must be demolished. The CDA purchased the Site for \$6,250,000 to clean it up and work with the City of Eagan on redevelopment plans that will include CDA affordable housing and selling off excess land for other approved uses.

The Site has environmental contamination that must be remediated in order to accommodate future development. The cost of the environmental remediation is unknown but because the Site was formerly used for semi-conductor manufacturing and has a high water table, Dakota County and CDA staff expect environmental remediation costs to be high. A preliminary estimate of the demolition cost received in 2023 was approximately \$1,300,000. That expense may be offset if components in the building can be sold for salvage. As part of the demolition and site clean-up, extensive site grading will be needed that may cost as much or more than the building demolition. Additionally, there are monthly holding costs of approximately \$50,000, which include security and utilities needed for minimal building functions, as well as property taxes for the first half of the year. Staff's intention is to have the building demolished by the end of 2025. A Request for Proposals (RFP) will be issued later this year for demolition of the building and necessary site grading to prepare the Site for future redevelopment.

The CDA issued an RFP in January (Attachment A) for a consultant to assist with the environmental due diligence and abatement, as well as oversight of demolition of the building. The RFP was posted on the CDA's website and sent to several environmental and engineering firms. The CDA received six proposals, which were reviewed and scored by CDA and Dakota County Environmental Services staff. Proposals were reviewed based on experience with this type of work, cost, ability to meet CDA's timeline, past performance, and thoroughness of submission. Staff interviewed the three top-scoring firms. CDA staff recommends engaging Braun Intertec for consulting services. The consultant's

proposal is included as Attachment B. Costs for these services are included in the requested budget amendment of \$730,000.

RECOMMENDATION

Staff recommends approving the resolution amending the FYE25 budget to include up to \$730,000 for environmental, demolition, and holding costs, and authorizing the Executive Director to enter into a professional services agreement with Braun Intertec for environmental due diligence and oversight of abatement and demolition and grading services for property at 1500 Towerview Road in Eagan.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed budget amendment would add up to \$730,000 to the FYE25 Real Estate Operations budget from fund balance.

☐ None ☐ Current budget ☒ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA) purchased the property located at 1500 Towerview Road (Site) in June 2024; and

WHEREAS, the CDA purchased the Site to ensure proper environmental clean-up and that the Site is redeveloped cooperatively with the City of Eagan to include affordable housing on a portion of the Site; and

WHEREAS, the Site will require environmental clean-up, demolition of an approximately 325,765 sq. ft. vacant building, and site grading to prepare it for future redevelopment; and

WHEREAS, the CDA issued a Request for Proposals for consulting services related to the environmental due diligence and abatement, and oversight of demolition of the building; and

WHEREAS, CDA staff received and evaluated six proposals from firms and based on cost, performance, and experience recommends entering into a professional services agreement with Braun Intertec; and

WHEREAS, a budget amendment of up to \$730,000 to the Real Estate Operations budget from fund balance is requested to conduct necessary environmental remediation, demolition of the existing building and site grading, and pay for holding costs so that the Site can be prepared for future redevelopment, including CDA housing.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the FYE25 Real Estate Operations budget be amended to include \$730,000 from fund balance for environmental remediation, demolition and site grading, and holding costs, including consulting services for property located at 1500 Towerview Road in Eagan; and

BE IT FURTHER RESOLVED, that the Executive Director or his designee is authorized to enter into a professional services contract with Braun Intertec for consulting services related to the environmental due diligence and abatement, and oversight of demolition of the building including site grading; and

BE IT FURTHER RESOLVED, that any remaining funds in the FYE25 budget for this activity be carried forward to the FYE26 budget to complete the contract with Braun Intertec.

PREVIOUS BOARD ACTION

24-6859; 6/26/2024

ATTACHMENTS

Attachment A: Request for Proposals

Attachment A: Braun Intertec Proposal

CONTACT

Department Head: Lisa Alfson, Director of Community and Economic Development

Author: Margaret Dykes, Assistant Director of Community and Economic Development



**REQUEST FOR PROPOSALS
For
Consulting Services
For
Environmental Due Diligence Planning
and
Oversight of Abatement and Demolition Services
For
1500 Towerview Road, Eagan, MN**

Release Date: January 10, 2025

Proposal Due Date: January 31, 2025

Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123

For additional information, please contact

Lisa Alfson
lalfson@dakotacda.org
651-675-4467

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1.0 INTRODUCTION AND PROJECT DESCRIPTION

The Dakota County Community Development Agency (CDA) is a local government agency whose mission is to improve the lives of Dakota County residents and enhance the economic vitality of communities through housing and community development.

The CDA is soliciting proposals from environmental, construction management, engineering, and project management Consultants to provide comprehensive environmental due diligence, planning and oversight of abatement and demolition services for a vacant 335,300 square foot corporate headquarters/office building/data center (the Building) located on a 39-acre site (the Site) at 1500 Towerview Road, Eagan. The long-term goal is to demolish the Building, clean up the Site, and work with the City of Eagan on redevelopment plans that will include CDA-owned affordable housing on a portion of the Site. The CDA will sell off excess land to other interested parties for future development.

The awarded Consultant will be expected to act as a General Contractor (GC) representing the interests of the CDA to conduct environmental due diligence and oversee the planning, management, and implementation of the demolition project. The CDA will contract with demolition and abatement contractor after the due diligence is complete.

This RFP neither commits the CDA to execute a contract, nor obligates the CDA to pay for any costs incurred in the preparation and submission of a response to this RFP, or in anticipation of a contract. The CDA reserves the right, at its sole discretion, to make selections, to reject any or all submissions, to issue subsequent RFPs, to remedy technical errors in the RFP process and to enter into contract with one or more consultants from the provision of any, all, or some of the services described herein.

The CDA also reserves the right to fund these services from any local, state, or federal funding source, and the successful vendor must comply with all applicable laws, regulations, and rules.

1.1 Building/Site Information

Site Location:	Generally, southwest of Towerview Road and Pilot Knob Road.
Address:	1500 Towerview Road, Eagan, MN
PID:	107995001030
Tax Description:	Lot 3, Block 1, Unisys Park
Acreage:	39.01 acres
Buildings:	Data Center Office building built in approximately 1982.



The Building and Site were formerly used as a semi-conductor manufacturing facility for Unisys Corporation and were later used as a corporate headquarters for Northwest Airlines and Delta Airlines. The Building has been vacant since approximately 2021 though there has been on-site management to ensure minimal building functions remain intact. The Building contains large heating/cooling systems, data center equipment, and other material found in similar large buildings.

The City of Eagan has completed a small area plan for the Site, which can be found on the city's website here: [Eagan_NWCommons_SAP_DRAFT.indb](#)

1.2 Project Description

The CDA is seeking responses from qualified Consultants to conduct environmental due diligence and oversee the abatement and demolition services of the vacant 335,300 square-foot corporate headquarters/office building/data center. Acting as GC, the awarded Consultant is expected to initiate and manage all aspects of the environmental due diligence, abatement, and demolition implementation, including (but not limited to):

A. Pre-demolition Assessments. The CDA received significant information related to the environmental history of the site as part of the acquisition in August 2024. Please see the attached "Environmental History Summary" for additional information.

The awarded Consultant will be expected to identify any added steps that have yet to be completed or acknowledged, perform any follow-up environmental investigations, structural analysis, MPCA related documentation and filings and any other Federal/State/Local regulatory agencies. The CDA wants the awarded

Consultant to develop and present a roadmap of environmental due diligence needed for this project.

The awarded Consultant will also be required to complete a Regulated Materials Survey for the Building

B. Pre-demolition Planning: Developing a remediation and demolition plan in coordination and compliance with applicable regulatory authorities and relevant organizations. The awarded Consultant shall be responsible for conducting thorough site inspections to assess the condition of the Building and surrounding areas. This includes identifying any potential issues with neighboring properties and evaluating the impact on the right-of-way, if applicable.

The plan must include information on where demolition debris and material will be disposed and that the disposal method and location comply with all relevant laws and requirements.

The awarded Consultant must then develop a comprehensive demolition plan, including demolition specifications, that details the sequence of activities to be carried out, incorporates necessary safety measures, and provides a clear timeline for the project. This plan should ensure minimal disruption to the surrounding areas and adhere to all relevant regulations and standards.

The demolition plan will also include the decommission, asset recovery and removal of the remaining materials in the Building.

C. Contracting: Identifying and procuring contracts with all necessary subcontractors, third-party consultants, and any other entities required to complete the Project on-time and on-budget.

D. Abatement & Demolition: Monitoring abatement and demolition activities of the Building and any other contractors engaged by the CDA to complete abatement and demolition.

2.0 SCOPE OF SERVICES

The awarded Consultant will be responsible for managing the following roles with input and assistance from CDA staff. **Please note: The following is not intended to be an exhaustive scope encompassing all that will be required as part of abatement/demolition.** Additional tasks and services may be required to complete the project as generally defined and respondents are expected to identify any missing items from the scope included within this RFP in their response and accompanying budget.

A. Project Management

- i) Develop and maintain a project schedule.
- ii) Source, hire, and manage a team of subcontractors to complete specialized aspects of the project, if needed.
- iii) Coordinate with all stakeholders, including the CDA, the City of Eagan, Dakota County, and subcontractors.
- iv) Prepare regular payment requisitions to the CDA at defined intervals and provide all supporting documentation necessary.

B. Environmental Due Diligence

- i) Review existing environmental investigations, develop plan/roadmap for needed environmental investigation and due diligence prior to and during demolition.
- ii) Enroll site in MN Pollution Control Agency (MPCA) Brownfield Program and Voluntary Investigation and Cleanup Program.
- iii) Coordinate with MPCA.
- iv) Obtain a No Association letter on behalf of the CDA for Site.
- v) Assist with navigating MPCA Brownfield Program needs for the Site and future redevelopment.

C. Asbestos Abatement

- i) Develop Regulated Materials survey.
- ii) Implement and oversee the completion of all environmental abatement in accordance with MPCA, Dakota County, and any applicable Federal or State requirements.
- iii) Provide required air quality monitoring during abatement activities.

D. Demolition Services

- i) Develop demolition plan (bid specifications).
- ii) Conduct walkthroughs for interested contractors of building prior to response to bid specifications.
- iii) Review bids with CDA staff.
- iv) Oversee demolition bid process.
- v) Monitor demolition process.
- vi) Oversee post-demolition process including but not limited to securing the Site for stormwater/erosion concerns, grading, ensuring impacted soil is not disturbed or exposed beyond what is necessary for demolition.

E. Reporting

- i) Conduct regular project team coordination meetings as needed and work with CDA staff to prepare regular progress reports to the Board of Commissioners, the City of Eagan, Dakota County, community groups, and other stakeholders.
- ii) Document all phases of the project, including environmental due diligence, abatement, and demolition.

3.0 GENERAL INSTRUCTIONS FOR RESPONDING CONTRACTORS

3.1 Contact Person

Responding Consultants sole point of contact for this RFP is:

Lisa Alfson
Dakota County Community Development Agency
1228 Town Centre Drive
Eagan MN 55123
lalfson@dakotacda.org
Phone: 651-675-4467

3.2 Questions

Questions regarding this RFP must be submitted by email and must be received no later than **Friday, January 17, 2025**. Responses from the CDA will be in written form to all recipients of the RFP.

3.3 Addenda/Clarifications

Any revisions or modifications to the RFP shall be made by CDA staff in a written addendum. No verbal modification will be binding.

3.4 Examination of Proposal Documents

By submitting an RFP proposal, Consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the objectives of this RFP.

3.5 Pre-Contractual Expenses

Pre-contractual expenses are expenses incurred by the Consultants in 1) preparing a proposal in response to this RFP; 2) submitting the proposal to the CDA; or 3) any other expenses incurred by the Consultants prior to the date of execution of the proposed contract. The CDA shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultants in the preparation of their proposals. Consultants shall not include any such expenses as part of their proposals.

3.6 Contract Award

Issuance of this RFP and receipt of proposals does not commit the CDA to award a contract. The CDA reserves the right to postpone proposal review at its own convenience, to accept or reject proposals based on evaluation of the submitted information, to accept proposals other than the lowest cost proposal, to negotiate with others than the selected Consultant should negotiations with the selected Consultant be terminated, to negotiate with more than one Consultant simultaneously, or to cancel all or part of this RFP.

3.7 Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely bid/proposal to the CDA will be

public once opened. All other information remains private until after the CDA has completed negotiating a contract with the selected Consultant. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by Consultants therefore shall be treated as public information by CDA unless the Consultant properly requests that information be treated as a confidential trade secret at the time of submitting the bid/proposal.

Any request for confidential treatment of trade secret information in a Consultant's bid/proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Consultant to answer any inquiries by the CDA concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Attachment F. The CDA reserves the right to make the final determination of whether data identified as confidential trade secret by a Consultant falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the proposal that the Consultant believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page on which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Consultant must submit one paper and one digital copy of the bid/proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Consultant's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by the CDA as a waiver by the Consultant of any confidential treatment of the trade secret information in the bid/proposal.

Requests by the public for the release of information held by the CDA are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Consultants are encouraged to familiarize themselves with these provisions prior to submitting a bid/proposal.

By submitting this bid/proposal, a Consultant agrees to indemnify and hold the CDA, its agents, and employees harmless from any claims or causes of action relating to the CDA's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the CDA in defending such an action.

Public Data Requests can be submitted to: kbraa@dakotacda.org

3.8 Dakota County CDA Rights

CDA staff may investigate the qualifications of any Consultants under consideration, require confirmation of information furnished by Consultants, and require additional evidence of qualifications to perform the work described in this RFP. The CDA staff reserves the right to:

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Establish a short list of Contractors eligible for interview after evaluation of written proposals;
- Negotiate with any, all, or none of the RFP respondents; and
- Reject and replace one or more subcontractors.

This RFP does not commit the CDA to enter into a contract, nor does it obligate the CDA to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

4.0 SUBMISSION OF PROPOSALS

4.1 Proposal Submittal

Consultants must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by Friday, January 31, 2025, to lalfson@dakotacda.org.

During the three-week response period, the CDA will provide:

- The release of at least one addendum answering any questions or requests for clarification received during an open questions period. Once the addendum has been added to the list of published documents as part of this RFP, the CDA will no longer take questions from potential respondents until an awarded proposal is acknowledged.
- Deadline to submit questions to be answered in a distributed addendum January 17, 2025 at 4:30 pm

4.2 Proposal Format

All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation. All text and exhibits should be succinct and relevant to the RFP requirements.

4.3 Proposal Contents

The proposal must include, at a minimum, the following sections:

A. Letter of Transmittal

The proposal must be submitted on the Consultant's official business letterhead. The letter is to transmit the quote/proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include, at a minimum, the following:

- Identification of the offering Consultant(s), including name, address and telephone number;
- Acknowledgment of receipt of RFP addenda, if any;
- Name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering Consultant to the terms of the proposal.

B. Consultant Introduction

Provide a brief company history and organizational structure of the Consultant including an outline of the Consultant's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

C. Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members' areas of responsibility. Provide any subcontractors' company name, address, a contact person, email and telephone number.

D. Qualifications and Experience

Identify similar projects undertaken by the Consultant within the last five (5) years. For each project, provide the client's name, address and telephone number for a contact person currently available who is familiar with the Consultant's performance on each project listed.

E. Work Plan and Budget for Scope of Services

All proposals must demonstrate an understanding of the Project and Scope of Services as described in this document. All proposals must include a clear description of the methods or processes to be used to complete each item in the Scope of Services. In addition, all proposals must include a preliminary work plan that details tasks, timelines and work products if different or supplemental to the Scope of Services. For this proposal assume work can begin on or shortly after March 1, 2025. The selected Consultant will work with CDA to make any necessary adjustments to the work plan as determined by the CDA, in consultation with the awarded Consultant, during the contract period.

Consultants must provide a detailed budget for the Project. The budget should include items such as professional fees, direct expenses, and contract labor.

F. Conflict of Interest

Consultants must identify any potential conflict of interest they may have with this proposal. See Attachment E: Non-Collusion and Conflict of Interest Statement.

G. Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Consultant. Segregate such exceptions as a separate element of the proposal under the heading “Exceptions and Deviations.”

H. Contract Terms and General Conditions

Attachment C of this RFP sets forth the CDA’s standard Contract Terms. Proposals should indicate the Consultant's willingness to agree to such provisions.

I. Registration and Good Standing

All responders must comply with Minnesota law governing transaction of business in the [State of Minnesota](#). Upon award of the contract, the CDA will verify compliance prior to contracting.

5.0 TIMELINE AND BUDGET

5.1 Estimated Timeline

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of the CDA. The term of the contract to be awarded under this RFP is anticipated to be March 1, 2025, through December 31, 2025 but may be adjusted to accommodate unforeseen delays.

Release RFP:	January 10, 2025
Questions Due:	January 17, 2025 - noon
Responses to Questions:	January 24, 2025, 4:30 pm
RFP Proposals Due:	January 31, 2025 at 4:30 pm
Interviews:	February 10 and 11, 2025
Anticipated Contract Start Date:	March 1, 2025
Contract End Date:	December 31, 2025

5.2 Budget

5.2.1 Contractor Budget

The Consultant must identify the budget necessary to perform the services identified in the Scope of Services. The Consultant, when establishing cost estimates for the total Program, shall include all direct expenditures, such as, but not limited to: contractor fees, travel costs, necessary material purchases (subject to CDA approval), etc. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

5.2.2 Payment for Services

The Consultant shall submit a proposal based on hourly charges and reimbursables up to a maximum not to exceed total for all work within the scope of the project. The Consultant's quote/proposal is to include the chargeable hourly rate of each team member, the anticipated number of hours spent on the project for each team member, and the maximum fee. The overall fee shall reflect a maximum not-to-exceed based on the sum of the tasks.

Billing for completed services shall be based upon a monthly invoice submitted by the Consultant. The invoice shall indicate the hours of labor performed by each person charging time to the Project, their charge out rate, and itemizations of the reimbursable expenses charged to the Project. CDA staff will have the right to inspect the Project timesheets. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percentage of Project completed. CDA staff, at staff's option, may retain a portion of the total fee to ensure that sufficient fees are available to complete the Project.

6.0 EVALUATION CRITERIA

The award shall be based on, but not limited to, the following factors:

1. Project understanding
2. Proposed project approach
3. Project team and expertise of key personnel: Based on project management team and qualifications and similar project experience of key team members
4. Quality control: Based on methods to ensure a quality product delivered on schedule
5. Performance on similar projects: Based on performance of the team members and the Consultant with successful delivery of similar recent projects
6. Best Value Cost Proposal

7.0 SELECTION PROCESS

Proposals will be evaluated based on the following criteria:

- **Experience and Qualifications: 25%**
 - Relevant experience and the qualifications of key personnel.
- **Cost Proposal: 25%**
 - Reasonableness and competitiveness of the proposed budget.
- **Approach to Project: 20%**
 - Understanding of the project and proposed methodology – especially as it relates to keeping the timeline of the project as short and costs as low as possible (within reason and without impacting the final result)
- **Past Performance: 20%**
 - Success on similar projects and client references.

- **Compliance: 10%**
 - Adherence to the requirements of this RFP.

Favorable consideration will be given to respondents that:

- Provide the most responsive bid
- Promise the quickest delivery of contracted services
- Provide the lowest reasonable price

ATTACHMENT A – ENVIRONMENTAL HISTORY

ATTACHMENT B - STANDARD ASSURANCES

ATTACHMENT C – INSURANCE TERMS

ATTACHMENT D – SAMPLE CONTRACT

ATTACHMENT E – NON-COLLUSION & CONFLICT OF INTEREST

ATTACHMENT F – TRADE SECRET FORM

ATTACHMENT A

ENVIRONMENTAL HISTORY

- Site was constructed in 1982 and used as a semi-conductor manufacturing facility for Unisys Corporation (formerly Sperry/Univac Corp). Site was referred to as the ESOHQ (Eagan Semiconductor Operations Headquarters).
- The site contained two 35,000 gallon and one 4,000-gallon fuel oil tanks used to store Fuel Oil No. 2 and Fuel Oil No. 6, and were buried along the northeast side of the building. There were also two buried underground chemical overflow tanks in the southeast corner of the courtyard on the north side of the building. A sub-basement in the building contained a sump that drained drainage tile under the building.
- An Environmental Assessment for the ESOHQ was conducted in 1988 (LBG, Inc July 19, 1988) to investigate the hydrogeologic nature of the site and determine if soil and/or groundwater at the site had been impacted by site activities.
- Four test borings and six monitoring wells were initially drilled to characterize soil and groundwater quality and determine direction of flow. Water was encountered from 13 to 28 feet below grade with flow to the southeast across the site.
- Trichloroethylene (TCE) and Trichloroethane (TCA) were detected in water samples from two monitoring wells during two rounds of sampling. TCE was only detected in the two wells to the east and southeast of the building and at levels above the intervention limit for the State of Minnesota. (note that this limit was much higher in 1988 than today). The source of the TCE and TCA could not be accurately determined at that time.
- An expanded Hydrogeologic Investigation was conducted in the later half of 1988 (LBG, Inc. November 17, 1988) to further characterize the geology of the shallow aquifer, define the direction and rate of the groundwater flow, and define the extent of the TCE and TCA in the subsurface. Eight additional test borings and five additional monitoring wells were installed, along with a test well to conduct a pumping test.
- The results of the expanded testing indicated TCE was present in an oblong plume irregularly distributed with three high concentration areas. TCE concentration was 1,800 ug/l in well 4 and 460 ug/l in wells 8 and 11.
- Phase II of the expanded investigation continued through the end of the year in 1988 and was reported in February 1989 (LBG, Inc February 1989) to further delineate the extent of TCE and TCA in the shallow aquifer. This report intended to determine the lateral extent of the contamination, establish a perimeter monitoring well network and install a series of test wells to understand the hydraulic characteristics of the aquifer.

- Groundwater sampling was analyzed in 20 of the 23 test borings. Eight (8) borings detected varying concentrations of TCE. Four test wells were introduced in the affected zone to determine and calculate the capture zone for each well. Water quality results indicated that a valid perimeter monitoring well network was in place around the TCE/TCA area.
- The primary source of the contamination was not determined but suspected it was coming from under the building.
- In 1989, Unisys applied for a pumphouse permit and conducted a groundwater pump out of contaminated groundwater for six years, shutting the system down in 1996. During that time, Northwest Airlines purchased the site and continued a 46-foot-deep dewatering well to keep perched groundwater from intruding into the building. Discharge location is unknown.
- In 1997, Unisys requested closure of the site and MPCA issued a no further action determination. Final groundwater monitoring results indicated the presence of TCE at levels above the High Risk Level (HRL) of 20 ug/l at that time. The MDH has since lowered the HRL for TCE to 0.4 ug/l.
- In 2013, around the time that Delta Airlines sold the property to Digital Realty, Delta removed the underground fuel oil tanks and reported a petroleum leak. The Site was subsequently closed in 2013.
- The MPCA conducted a screening level assessment at the community center for vapor intrusion in 2016. Very low levels of chlorinated ethenes were detected, but nothing that required any sort of response action. However, because of the land use changes and significant drop in the HRL for TCE, the MPCA did request that Unisys revisit the site and collect additional data to verify that groundwater concentrations continued to degrade. They declined to do any work.
- The likelihood for significant environmental liability at this site appears to be high. Redevelopment of the site will require investigation and determination of remaining levels of contamination and remediation response based on proposed land uses.

ATTACHMENT B STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No. 11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (CDA), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the CDA and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **CONTRACTOR GOOD STANDING.** Contractor shall maintain Good Standing status with the Office of the Minnesota Secretary of State, and shall notify CDA of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

6. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

7. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure

or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

ATTACHMENT C INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide the Dakota County Community Development Agency (the "CDA") with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to the CDA of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify the CDA from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide the CDA with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits

afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name the CDA, its officers, employees and agents as Additional Insureds thereunder.

☒ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for the CDA hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of the CDA's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of the CDA's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise the CDA of any intended or pending change of any Professional Liability insurers or policy forms, and provide the CDA with all pertinent information that the CDA may reasonably request to determine compliance with this section; and (b) immediately advise the CDA of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of the CDA.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include the CDA, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. The CDA shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as the CDA may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide the CDA with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide the CDA with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the CDA's Certificate of Insurance, or in such other form as the CDA may reasonably request, and shall contain sufficient information to allow the CDA to determine whether there is compliance with these provisions. At the request of the CDA, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to the CDA prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the CDA. Such acceptance by the CDA shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, the CDA shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the CDA. If the CDA does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to the CDA.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, the CDA shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to the CDA immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of the CDA, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of the CDA under this section. Such loss information shall include such specifics and be in such form as the CDA may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases the CDA, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of the CDA or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of the CDA, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by the CDA, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by the CDA, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

**ATTACHMENT D
SAMPLE CONTRACT**

**CONTRACT BETWEEN THE DAKOTA COUNTY COMMUNITY DEVELOPMENT
AGENCY
AND [CONTRACTOR]
FOR [SERVICE]**

This Contract is between the Dakota County Community Development Agency (the "CDA") and [Contractor], [Address, City, State, Zip], ("Contractor"). Contractor is a [insert state where business is organized/incorporated (e.g., Minnesota)] [insert business type (e.g., corporation)]. This Contract uses the word "parties" for both CDA and Contractor.

WHEREAS, the CDA requires services for [concise description of services], as identified in the CDA's Request for Proposal ("Choose an item."), dated [date of RFP], attached and incorporated as Exhibit 1; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's Proposal ("Contractor's Proposal"), attached and incorporated as Exhibit 2; and

ACCORDINGLY, the parties agree:

1. TERM

This Contract is effective and enforceable on the date the last party executes this Contract [or a specific/future date] ("Effective Date") and expires on [expiration date] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the services generally described in the Choose an item. and Contractor's Proposal (collectively, "Services").
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the CDA when it knows or suspects it may be unable to perform under this Contract. The CDA shall determine whether such inability requires amendment or

termination of this Contract. No Notice of Default is required to terminate under this section.

- 2.5. Changes in Policy or Staff. The CDA may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the CDA's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the CDA.

3. PAYMENT

- 3.1. Total Cost. CDA will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The CDA is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The CDA shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.
- 3.3. Time of Payment. The CDA shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the CDA will notify Contractor within 10 calendar days after the date on which the invoice is received. The CDA will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The CDA shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the CDA shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The CDA may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
 - A. Payment does not prevent the CDA from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the CDA.

- B. The CDA is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the CDA requires an audit or inspection, the CDA does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the CDA will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The CDA may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 3 [Exhibit 1 Attachment]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the CDA upon request. Contractor shall provide Notice to the CDA of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the CDA and the Contractor. Contractor is not entitled to receive any of the benefits received by CDA employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to CDA), and hold harmless the CDA, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the CDA or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the CDA of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

- A. Any demand, action, suit, or proceeding against the party providing Notice; or
- B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the CDA of any proposed settlement, and Contractor may not, without CDA's prior written consent (which the CDA will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing CDA to undertake control of the defense.

8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Exhibit 4 [Exhibit 1 Attachment], and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the CDA's prior

written consent. The CDA may void any purported assignment, delegation, or subcontract in violation of this section.

- 9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the CDA in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its subcontractors.
 - B. All subcontractors shall comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to CDA. Contractor shall provide Notice to the CDA of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the CDA for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party,

specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the CDA may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by CDA – Lack of Funding. The CDA may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-CDA source are unavailable or are not appropriated by the CDA Board. The CDA has sole discretion to determine if there is a lack of funding. The CDA is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The CDA

is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the CDA providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with CDA with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all CDA property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the CDA in the Notice of Termination or required by law or this Contract.
- 12.6. Duties of CDA upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the CDA shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and

not limitation, the requirements set forth in Exhibit 3 [Exhibit 1 Attachment] (Standard Assurances) and the indemnity provisions of section 7.

B. The CDA shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the CDA in writing.

13. CONTRACT RIGHTS AND REMEDIES

13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The CDA's failure to enforce any provision of this Contract does not waive the provision or the CDA's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

To Contractor:

SAMPLE CONTRACT

[Title]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

To the CDA:

[Name]

[Title]

[Department]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The CDA's Authorized Representative shall have only the authority granted by the CDA Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033.

15. LIAISON

15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: SAMPLE	CDA Liaison: [Name]
Telephone: [Telephone Number]	Telephone: [Telephone Number]
Email Address: [Email Address]	Email Address: [Email Address]

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

[Select one clause and delete the other]

[Standard ownership] As the CDA's contractor for hire, the CDA shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the CDA shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the CDA, execute all papers and perform all other acts necessary to assist the CDA to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the CDA, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

[Use if Contractor pushes back; License] Contractor grants CDA a royalty-free irrevocable, non-exclusive, non-transferable, non-assignable perpetual license in all works or materials created pursuant to this Contract. The CDA may prepare, copy, use, and distribute these works or materials and create derivative works or materials for the benefit of CDA or government purposes or uses, or as required by law. The only restrictions on the CDA's use of works or materials and derivative works or materials related to this Contract are those specifically stated in this section.

17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder

of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

19. MERGER

19.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

19.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – CDA’s Request for Choose an item. (including Attachments)

Exhibit 2 - Contractor's Response to Request for Choose an item. dated [Enter Date]

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.

20. CONFIDENTIALITY

20.1. “Protected Data” has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to CDA and included in the definition of Protected Data.

20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

20.3. Contractor acknowledges that the CDA may transmit Protected Data to Contractor in connection with Contractor’s performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise

disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the CDA with a copy of said procedures upon request.

- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor shall cooperate with the CDA in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the CDA, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

21. ELECTRONIC SIGNATURES

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

22. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

23. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, CDA shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

**DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY**

CONTRACTOR

*(I represent and warrant that I am authorized by law to
execute this contract and legally bind the Contractor.)*

By: **SAMPLE CONTRACT**

[Name, Title]
[Department]

Date of Signature:

By: **SAMPLE CONTRACT** _____
Signature

Title

Date of Signature: _____

**ATTACHMENT E
NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT**

Please print or type (in ink)

CONTRATOR NAME:

FEDERAL TAX ID NUMBER:

Company Address:

City:

State:

Zip Code:

Contact Person:

Title:

Phone Number:

Email:

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or Consultant to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any Dakota County Community Development Agency (the "CDA") employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any CDA employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or

2. A Corporate Executive and any CDA employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any CDA employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to the CDA in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Proposals and all terms of our bid, proposal or quote response.

Authorized Signature

Title

Date

**ATTACHMENT F
TRADE SECRET FORM**

The following form must be provided by responding Consultants to assist the Dakota County Community Development Agency in making appropriate determinations about the release of data provided in the Consultant's bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Submit this form as part of the Bid or Proposal response

RFP ADDENDUM #1Date of Addendum: January 29, 2025**NOTICE TO ALL POTENTIAL RESPONDENTS**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline has been changed as noted herein, and modifies the deadline stated in the RFP. **The new Proposal submittal deadline is 4:30 pm on Wednesday, February 5, 2025.**

1.0 – RFP

Item	Section	Description of Change
3.2	General Instructions, Questions	Questions were originally due by Friday, January 17, 2025. Questions will be accepted until Noon on Tuesday, February 4, 2025.

END OF ADDENDUM

Request For Proposals: Consulting Services for Environmental Due Diligence, Planning, and Oversight of Abatement and Demolition Services

Questions received and CDA responses.

1. To confirm, this RFP is not requesting actual costs for demolition, abatement and investigation activities?

The CDA is requesting the actual costs for consultants to create the road map of needed environmental investigation activities from pre-demolition until end of demolition, AND the actual costs for those investigation needs. The CDA is not requesting actual costs for demolition or abatement.

2. Can you define what you mean by contractor fees? Is this referring to the upfront work (i.e. hazmat survey fees) or are you referring to the demolition contractor?

Contractor fees are those direct costs incurred by the Contractor to complete the scope of services. This includes pre-demolition environmental assessments, environmental investigation and due diligence, development of the demolition plan, oversight of the demolition process in tandem with the CDA, and any reporting requirements. The CDA would like itemized costs for the project components listed in 2.0 of the RFP. The CDA is not seeking to engage a demolition contractor as part of this RFP but does need cost estimates to demolish the building.

3. The RFP calls for scoping future environmental investigations, can you please clarify your intent of the requested investigations? 1) just to support the planned demolition, 2) to support getting a NAD for the CDA, or 3) if the investigations are to be comprehensive across the site in support of future redevelopment.

The CDA is seeking a scope of services from the selected consultant to assist the CDA from pre-demolition to demolition of the building and getting a NAD for the CDA. As part of those environmental investigations, it will give us insight into the investigation needs for future redevelopment, but the consultant is only required to assist through demolition.

4. There is risk in selecting a competent demolition contractor, will the consultant have input in the selection process for the demolition contractor? Typically, the consultant on turnkey projects has a say in which the demolition contractors can bid on the work to ensure that the demolition contractor is competent and able to complete the work in a way that does not create additional risk.

The CDA will look to the consultant to participate in the selection of the demolition contractor, but as a unit of local government, the CDA must follow its procurement policy in bidding this work. The CDA will discuss how to best ensure we are selecting a competent demolition contractor.

5. What is the extent of the demolition, is it just the building or does it include all site improvements. What is the extent of demolition as it relates to below ground utilities, parking lots, etc.?

This has yet to be determined and something the CDA will work through with the selected consultant.

6. Is disconnection of public utilities a part of the demolition scope?

Yes.

7. Will there be a complete grading plan and SWPPP that can be included in the Demolition specifications, or will that need to be completed as part of the demolition plans and specifications?

A grading plan and SWPPP have not been completed. That will need to be completed as part of the demolition plans and specifications.

8. Part 5 under the insurance terms states that the CDA shall have the right to require the contractor to secure additional insurance. If this request by the CDA results in additional insurance costs to the contractor, can those costs be passed onto the CDA?

This can be negotiated.

9. There are some terms in the example contract that are not typical for a professional agreement, such as the current terms related to ownership of work product. For example the use of information outside of the specific purpose intended can result in unintended and unforeseeable damages. Will the CDA negotiate terms of the contract with the selected contractor?

Yes, the CDA will negotiate the terms of the contract with the selected contractor.

10. Are the pre-purchase reports available to review?

Yes, please contact Lisa Alfson (lalfson@dakotacda.org) to receive access to the documents.

11. Is the site-walkable?

The site is not walkable prior to submission of RFP response on Friday, January 31.

12. The scope of services includes overseeing abatement, conducting air monitoring, and overseeing demolition process. How should these items be costed to ensure an equal and fair bidding process, when duration of those items will vary depending on the results of the Regulated Materials survey, making it difficult to estimate at this point in the project.

The CDA is trying to understand the potential cost from the beginning of the project to demolition. The responder's estimates (even if provided as a range) are greatly appreciated to understand costs.

13. Section 5.2.1 of the RFP states "Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract." Please expand on not allowing overhead costs. Are for profit companies not eligible to bid on this contract?

This is open for discussion. In your response, clearly state the overhead costs.

14. The scope of services includes “monitor demolition process” and “oversee post-demolition process”. Is it expected that both of these tasks will be completed by the contract end date listed as December 31, 2025? If so is all demolition to be completed before December 31, 2025?

The CDA desires to have the building demolished as soon as possible.

15. Are there any historical survey reports for asbestos?

All documents received are accessible to responders. Please contact Lisa Alfson (alfson@dakotacda.org) for access.

16. Are there drawings/floor plans of the building? If so, will bidders be provided access to them?

All drawings are accessible to responders. Please contact Lisa Alfson (lalfson@dakotacda.org) for access.



Braun Intertec Corporation
 11001 Hampshire Avenue S
 Minneapolis, MN 55438

Phone: 952.995.2000
 Fax: 952.995.2020
 Web: braunintertec.com

February 5, 2025

Ms. Lisa Alfson
 Dakota County Community Development Agency
 1228 Town Centre Drive
 Eagan, MN 55123

Re: Proposal for Environmental Consulting Services
 Environmental Due Diligence Planning and Oversight of Abatement and Demolition Services
 1500 Towerview Road
 Eagan, Minnesota

Dear Ms. Alfson:

Braun Intertec Corporation is pleased to submit this proposal for Environmental Due Diligence Planning and Oversight of Abatement and Demolition Services on behalf of Dakota County Community Development Agency (Dakota County CDA) for the property located at 1500 Towerview Road in Eagan, Minnesota (Site). We have prepared this proposal based the Request for Proposal (RFP) dated January 10, 2025 issued by Dakota County CDA, responses to our additional questions on January 22, 2025, and the RFP Addendum dated January 29, 2025.

The Braun Intertec Difference

Braun Intertec has assembled a project team with wide-ranging experience in all of the areas needed by Dakota County to successfully complete this project. Specifically, Dakota County will benefit from our company's vast experience and depth of resources in the following areas.

Extensive Experience Working on Demolition Projects

Braun Intertec has extensive experience in projects of this nature for clients, both Public and Private. We work with our clients to understand and to define their needs for the entire project cycle that works best for their particular situations. Through our extensive experience we will work with you to fully understand and define the abatement and demolition scope up front to minimize future scope and cost changes, and to have appropriate and realistic budgets before the work starts.

Braun Intertec has all of the required capabilities, services, expertise and experience in-house to act as the CDA's consultant for bringing this property to a point ready for development and with appropriate and applicable approvals and regulatory liability protections.

Knowledge of Performing Environmental Due Diligence

Braun Intertec understands the importance of completing high-quality and thorough environmental due diligence on the front end of a project. For this project, we will leverage our company's substantial experience on past projects of similar size and scope to maximize the use of existing historical data and set the project up for success. Environmental investigations were previously completed for the Site, and we will compile and present this information, as well as Site-specific information from existing drawings in the Phase I Environmental Site Assessment (ESA) in order to fulfill Minnesota Pollution Control Agency (MPCA) Brownfield Program requirements and identify data gaps that require additional assessments to achieve Dakota County's objectives.

Braun Intertec has expertise in a variety of MPCA regulatory programs including the Voluntary Investigation and Cleanup (VIC) Program and Petroleum Brownfield (PB) Program. We have extensive experience in environmental due diligence, Phase I and Phase II Environmental Site Assessments (ESAs), assisting clients with obtaining liability assurances such as the No Association Determination (NAD) letter offered by the MPCA VIC program, and response action plan/construction contingency plan (RAP/CCP) preparation and implementation.

Regulatory Know How

Brownfields assessment and redevelopment are at the core of what we do and what we do well. Our proposed staff are extremely knowledgeable in state and federal guidance for conducting environmental investigations and cleanups, and we have solid working relationships with MPCA and other regulatory staff involving all potentially contaminated media (i.e., soil, groundwater, vapor intrusion, sediment, surface water, waste).

We have a proven record of leveraging our deep regulatory knowledge and diverse technical expertise to produce positive results for our clients and project partners. Collaboration and innovation are at the core of what we do; we strive to tailor our approach to each project to help clients succeed in meeting their specific objectives.

In-House Support Services

Our full-service mapping, GIS, materials testing, and environmental and geotechnical drilling departments allow us to provide high-quality work products to our clients and to directly manage the schedule and efficiency of the investigations.

Unique Perspective

Offering a wide variety of services including environmental due diligence, hazardous building materials surveys, demolition planning, and geotechnical engineering gives us a unique ability in the marketplace. Not only are we experts in site assessment and remediation, but our in-house engineering expertise also allows us to understand the complexities of construction and make realistic recommendations regarding future site plans, particularly where significant soil and/or waste corrections may be required in advance of development.

Environmental Grant Funding

Braun Intertec is a local expert in helping clients apply for and manage environmental grants for investigation, cleanup and redevelopment. We are extremely well versed in the requirements and nuances of the Department of Employment and Economic Development (DEED) investigation, cleanup and redevelopment grant programs as well as the Metropolitan Council Tax Base Revitalization Account (TBRA) grant programs. We have a well-deserved reputation for preparing complete and successful grant applications. We also have a strong working relationship with technical staff for the granting agencies. Depending on the timing of the proposed project, we believe there is potential grant funding opportunities.

Closing Remarks

Thank you for the opportunity to describe our capabilities and experience in this proposal. The scope of work and estimated costs presented in this proposal shall remain valid for a period of not less than 120 days from the date of this proposal. Written correspondence regarding this proposal and the associated evaluation/selection process should be directed to Mark Keefer at our corporate headquarters located at 11001 Hampshire Avenue South, Minneapolis, Minnesota, 55438. Mark can also be reached by phone at 952.995.2493 or by email at mkeefe@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Mark D. Keefer, PG
Director, Principal Scientist



Stephen T. Jansen, MS, PG
Vice President, Principal Scientist

A. Consultant Introduction

In 1957, company founder Jack S. Braun was newly graduated from the University of Minnesota with a B.S. in Civil Engineering when he started providing soil testing services from his Minneapolis home. As the company grew and evolved to adapt to industry changes, new services were added, including environmental consulting and geotechnical engineering.

Today, Braun Intertec is a 100% employee-owned consulting firm headquartered in Minneapolis that provides geotechnical engineering, environmental consulting, and testing solutions for private and public sectors with offices across the central United States. As we continue to build relationships in emerging markets and recruit new talent, we never lose sight of our humble beginnings and the many strong and supportive relationships we have formed along our journey. It is our goal to be the Consultant of Choice. Each of our employees is dedicated to making this goal a reality every day by building strong client and business partnerships.

B. Project Understanding and Approach

Braun Intertec understands that Dakota County Community Development Agency (CDA) is seeking an environmental consultant to conduct environmental due diligence and to define and oversee the abatement and demolition services of the vacant 335,300 square-foot corporate headquarters/office building/data center. As stated in the RFP, the awarded consultant is to act as general contractor (GC) or owner's representative on behalf of the CDA and is expected to initiate and manage all aspects of the environmental due diligence, abatement, and demolition implementation. The CDA will be contracting with the selected demolition and abatement contractor(s) after the due diligence portion of the work is completed.

The available information indicates that the existing building and Site were formerly used as a semiconductor manufacturing facility for Unisys Corporation and were later used as a corporate headquarters for Northwest Airlines and Delta Airlines. The building has been vacant since approximately 2021, though there has been on-site management to ensure minimal building functions remain intact. Historical environmental assessments and evaluation of the Site have identified non-petroleum and petroleum releases, including a chlorinated solvent groundwater contamination plume located on the south side of the existing Site building. The primary groundwater contaminants associated with the Site include trichloroethene (TCE) and 1,1,1-trichloroethane (TCA). The source of the groundwater contamination has not been identified but is believed to be located beneath the main Site

building. It is unknown whether the Site have been evaluated for emerging contaminants such as per- and polyfluoroalkyl substances (PFAS), commonly associated with semi-conductor manufacturing, or 1,4-dioxane which was historically used as a stabilizer for TCA.

The first part of this project includes completing an environmental assessment of current site conditions and helping the CDA obtain available liability assurance letters from the Minnesota Pollution Control Agency (MPCA) Brownfield Program which includes the Voluntary Investigation and Cleanup (VIC) and Petroleum Brownfields Programs. Specifically, the RFP indicates a no association determination (NAD) letter should be obtained from the MPCA VIC Program; however, because the CDA already owns the property, they are not eligible for a NAD. Therefore, the CDA will need to apply for a “retroactive” no association determination (RNAD) letter. While this is similar to a NAD, the process to obtain a RNAD is a bit more involved. The CDA will need to provide an “affidavit” verifying that they have not used chemicals associated with the identified release nor taken any actions to associate them with the existing contamination at the Site. In addition, because the existing environmental analytical data for the Site is fairly old, additional environmental investigation will be required to obtain new soil, groundwater and soil vapor data to support MPCA’s issuance of a RNAD. The scope of this additional investigation will need to be negotiated with the MPCA. Our team is well versed in the MPCA programs and the steps needed to obtain a RNAD.

The historical environmental investigation data along with any additional investigation results will be used to determine if there are special measures that should be taken during demolition to ensure that the CDA does not spread any existing or previously unidentified contamination (which would invalidate the RNAD) and/or cause a health risk exposure to the public or workers during demolition. In order to maintain the liability protection afforded by the RNAD, at a minimum we expect the MPCA will require implementation of an approved construction contingency plan (CCP) prior to the start of demolition, and depending upon the results of the additional investigation, a response action plan (RAP) may need to be prepared and implemented if any soil remediation and/or groundwater management is required. Braun Intertec is well versed in this process and regularly prepares and implements RAP/CCP documents that have been reviewed and approved by the MPCA.

Based on the available information, we expect that the planned demolition of the main Site structure will have some unique challenges that will need to be addressed. Braun Intertec is familiar with this structure, we previously looked at demolition options with a demolition contractor in 2024. Based on our previous observations, we know that there is a dewatering system operating at the Site to prevent water from entering the lower levels of the building, we also know that portions of this building are currently below the static water table. Therefore, if complete subgrade removal of all building foundations is required, there will be some level of groundwater management and/or dewatering required during demolition and backfilling. In support of water management, additional sampling will

need to be performed to understand whether the groundwater is contaminated, and to develop a plan for proper management of this water which could require obtaining a discharge permit, potential pretreatment, sampling/testing, etc.). Proper management of potentially contaminated groundwater during demolition will be a key aspect of this project, Braun Intertec has the knowledge and experience to properly manage this aspect of the planned demolition.

We have a long and successful track record of overseeing demolition projects on Brownfields and other sites targeted for redevelopment. However, once the building is removed the project is not done. A key component of a successful demolition project is planning in advance how to restore the site after the above and below grade structures have been removed. Our in-house geotechnical engineers can prepare proper soil specifications to ensure that below grade excavations related to the demolition are backfilled with appropriate material that is compacted in a way that facilitates future redevelopment and reuse. In addition, our in-house construction materials and testing professionals can be utilized to confirm that the Site is backfilled and restored into a condition that minimizes any future rework once a redevelopment plan has been created. As the RFP did not ask for cost related to geotechnical and construction materials testing services, we have not included costs; however, we wanted to include this information here as it is a key component of ensuring the Site is restored in a manner that facilitates successful Site redevelopment.

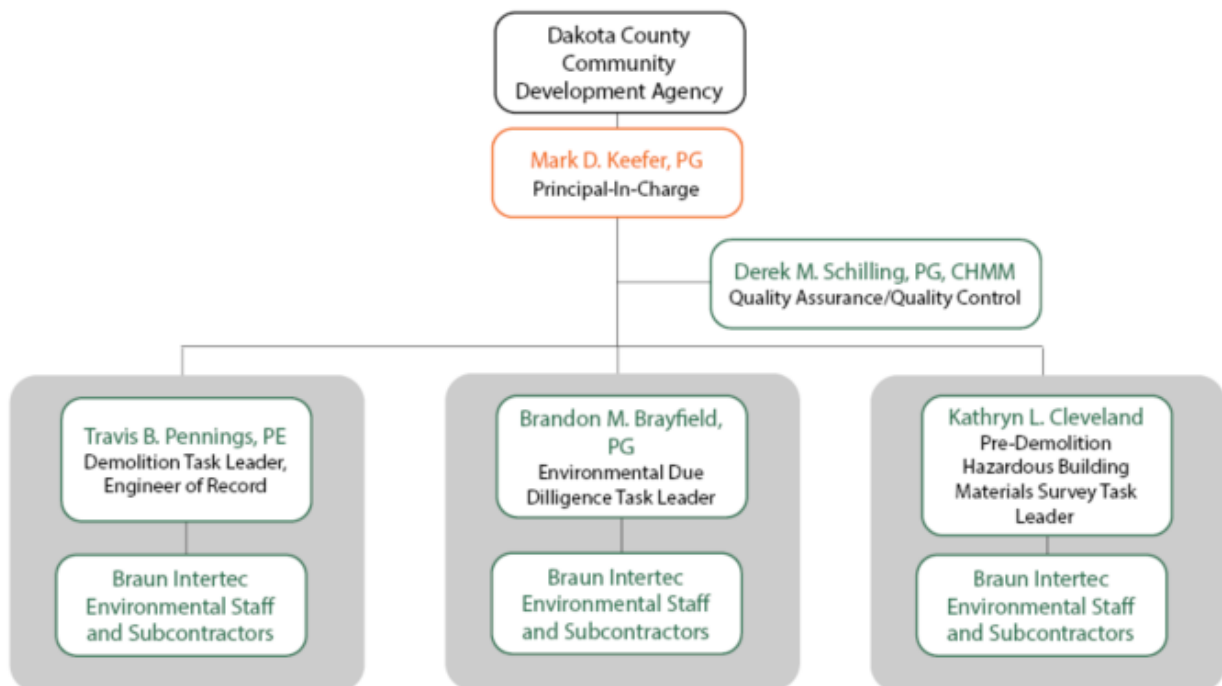
Finally as indicated in our cover letter, Braun Intertec and our project team is extremely well versed in site redevelopment, especially Brownfields redevelopment, therefore we understand all of the important considerations such as future building placement, stormwater control systems and placement, management of contamination, applying for and utilizing available environmental investigation, cleanup, and redevelopment grant funds, as well as many more aspects that our team can help with to ensure that this demolition and future planned Site redevelopment is a resounding success for the CDA. If the CDA decides to pursue environmental grants, we can assist with preparation of the applications and management of any awarded grants.

Mark Keefer, as the Braun Intertec project manager will ensure that deliverables arrive on time and regular updates are provided to Dakota County. We understand the work will be completed under Dakota County's Standard Contract Terms and General Conditions including any agreed upon modifications. In addition, on a monthly basis, we will provide a summary and status of each work task being completed.

C. Team Organization

Our proposed project team has collective experience on hundreds of hazardous building materials surveys, environmental due diligence assessments and investigations in a wide variety of settings, and dozens of demolition projects here in the Twin Cities and throughout the USA. Mark Keefer will be the point of contact for the Dakota County CDA and the principal in charge; all project direction and communications with the Dakota County CDA will be channeled through Mark, with the individual specialists managing various portions of the project. Mark can be reached at 952.995.2493 or mkeefer@braunintertec.com.

A general organizational chart for our project team is included below. We have selected our team based not only on their individual experience, but also on their history working successfully with other project team members on similar projects. Summaries of key personnel are provided below; full resumes are included in **Appendix A**. Braun Intertec has a wide range of technically diverse and experienced environmental staff and will bring in other staff for this project as required to accomplish the project goals and meet required timelines for deliverables.



D. Qualifications and Experience

At Braun Intertec, we take pride in our multi-faceted and common-sense approach to environmental consulting. We understand that one answer does not fit all, and during our process of developing environmental solutions, our staff of geologists, hydrogeologists, engineers, and scientists will maintain a clear understanding of your objectives.

Our expertise spans a wide range of practice areas, regulatory arenas and diverse market sectors. Our Statement of Qualifications is included in **Appendix B**. Below are descriptions of five more recent projects we have completed that highlight relevant technical experience which will be required as part of this proposed project.

Duluth Facility Expansion, Duluth, MN (2024-present)

Client: Sofidel America Corporation

Contact: Antonio Cuccarese, Capitol Projects Director

25910 US 23, Circleville, OH 43113

Phone: 863.594.7759

In March 2024, Braun Intertec was retained by Sofidel America Corp. to provide multi-discipline environmental and engineering services including environmental investigation and cleanup, hazardous materials assessment and abatement planning, demolition planning, geotechnical evaluation, and environmental cleanup grant application assistance for a 1.5 million square foot expansion of a tissue manufacturing facility located in Duluth, MN. The existing facility is located on a former Superfund site and had documented releases of chlorinated solvents (including TCE), petroleum, polychlorinated biphenyls (PCBs), and metals, as well as soil vapor concerns from TCE and methane. Due to the nature of contamination issues associated with the Site, regulatory correspondence and technical approvals have been required with the MPCA VIC Program, Superfund Program and the Hazardous Waste Program. The pre-demolition/pre-construction environmental, abatement and demolition services provided by Braun Intertec included conducting additional environmental investigation, preparation of a response action plan and construction contingency plan (RAP/CCP), preparation of environmental cleanup and vapor mitigation specifications, MPCA correspondence to obtain technical approvals, a pre-demolition hazardous materials assessment, preparing plans and specifications for regulated waste management and demolition of over 100,000 square feet of unused buildings, and evaluating contractor bids. The expansion project has been ongoing since July 2024, and Braun Intertec provided demolition oversight, RAP/CCP implementation monitoring during earthwork activities for preparation of two warehouse building pads total 500,000 square feet and underground utilities. These activities required stabilization of lead-impacted soil, off-site disposal of approximately 60,000 tons of impacted soil, dewatering permitting assistance and related sampling/testing of groundwater discharges.

Braun Intertec has also been providing various other environmental services on the project including preparation of an Environmental Assessment Worksheet (EAW), which was approved by the City of Duluth in October 2024, completion of a wetland evaluation and associated permitting, preparation of a stormwater pollution prevention plan (SWPPP) and associated site inspections.

Allstate Insurance Corporate Campus Abatement and Demolition, Northbrook, IL (2022-2023)

Client: Dermody Properties

Contact: Lou Berchicci, Executive Vice President

9550 W. Higgins Road, Rosemont, IL 60018

Phone: 224.938.9647

Braun Intertec performed professional services for Dermody Properties to facilitate the purchase and redevelopment of the 238-acre former Allstate Corporate Campus. Redevelopment activities included the demolition and selective grading of four office building complexes totaling over 700,000 square feet. Braun Intertec completed a Phase I Environmental Site Assessment (ESA) for Dermody Properties which included working closely with Allstate personnel to understand the full history and documentation of the entire corporate campus. Braun Intertec conducted a preliminary geotechnical investigation and prepared soil correction recommendations for the planned redevelopment. Braun Intertec performed a pre-demolition hazardous materials assessment of all on-site buildings and structures which included extensive historical records review. Braun Intertec prepared detailed abatement and demolition specifications for Dermody Properties to use for competitive bidding. Our work included oversight of the abandonment of six on-site large diameter process wells, coordination of abatement and demolition contractor Site walks, evaluation and recommendation of contractor bids, regulatory coordination, oversight and reporting for removal of 4 underground storage tanks (USTs), and oversight during the abatement and demolition process.

This project included specifications for backfilling over 200,000 cubic yards of soil in the former building basements in a way that minimized the potential for differential settlement and to accommodate positive drainage which was a critical component to ensure adequate structural stability to the future industrial/commercial buildings that have now been constructed above these former basement depressions.

By leveraging our experience, we were able to prepare documents that allowed the developer to obtain several qualified bids for a fully defined scope that resulted in minimal change orders.

Sandstone School Selective Demolition, Sandstone, MN (2023-2024)

Client: Sandstone Economic Development Authority

Contact: Kathy George, City Administrator

119 4th Street; PO Box 641, Sandstone, MN 55072

Phone: 320.245.5241

Braun Intertec was selected by the city of Sandstone Economic Development Authority to conduct a pre-demolition hazardous material assessment, prepare plans and specifications for abatement and demolition, hire abatement and demolition contractors, and perform oversight of abatement and demolition activities for the repurposing of a historic school structure.

The project included refurbishing a portion of the historic school that was built in the early 1900's into future housing and demolishing portions of the structure built in the 1961 and 1963. Regulated waste materials that required management included: asbestos, lead based paint, mold, and pigeon waste. Approximately 25,000 square feet of building structure was selectively demolished which included a tunnel and a basement. During demolition activities Braun Intertec performed continuous dust monitoring at the Site perimeter to ensure compliance with regulatory standards. Upon completion of the demolition activities the Site was graded to promote positive drainage away from the structure to remain.

Tax Forfeited Properties, Former Rubbish Ranch Dump, Inver Grove Heights, MN (2020-2021)

Client: Dakota County Environmental Resources Department

Contact: Cathy Hokeness Undem, PG, Environmental Assessment Program

Braun Intertec was selected by Dakota County to conduct a Phase I ESA, Phase II ESA, and redevelopment feasibility evaluation of two tax-forfeited parcels associated with the former Rubbish Ranch Dump Site in Inver Grove Heights, Minnesota. The two tax forfeited parcels are part of the larger former Rubbish Ranch dump which accepted waste from 1950 through 1971. The dump received mixed residential, commercial, and industrial waste, and demolition and yard debris. The primary waste disposal area was approximately 4 acres in size and was mostly located in a ravine in the central portion of the Site.

The Phase I ESA and Phase II ESA were conducted in 2020. Buried waste intermixed with fill soil (debris-containing fill) was identified on both parcels. Tetrachloroethene (perchloroethylene or PCE), polycyclic aromatic hydrocarbons (PAHs), PCBs, and various metals at concentrations exceeding applicable regulatory criteria were identified in waste-containing fill soils on both parcels. PCE was also detected at concentrations above regulatory criteria in vapor samples.

The Redevelopment Feasibility Evaluation (RFE) was conducted in 2021. The objective of the RFE was to evaluate the environmental- and geotechnical-related considerations necessary to accommodate redevelopment, based on the results of the Phase II ESA and previous environmental investigations. The RFE presented redevelopment options for the two parcels based on zoning, contaminated media at the site, baseline geotechnical considerations, and regulatory requirements for stormwater management systems.

Tax Forfeited Properties, 126th Street West and County Road 5, Burnsville, Minnesota (2022)

Client: Dakota County Environmental Resources Department

Contact: Cathy Hokeness Udem, PG, Environmental Assessment Program

Braun Intertec was selected by Dakota County to conduct a Phase I ESA, Phase II ESA, and RFE of three tax-forfeited parcels located at 126th Street West and County Road 5 in Burnsville, Minnesota. The three tax-forfeited parcels were part of a dump that historically operated over a portion of the Site and the adjoining properties to the north and east. The dump reportedly primarily accepted demolition debris, including debris from the 29th and Lyndale Bridge, portions of Highway 13 reconstruction and 126th Street construction, and Met Stadium concrete.

The Phase I ESA and Phase II ESA were conducted in 2022. The Phase II ESA identified areas of buried debris and metals, PAHs, and DRO-contaminated soil and groundwater. Soil vapor was found to be impacted with benzene and methane.

The RFE was conducted in 2022 and presented redevelopment options for the two parcels based on zoning, contaminated media at the site, baseline geotechnical considerations, and regulatory requirements for stormwater management systems.

E. Scope of Services

The following Scope of Services is based on Section 2.0 of the RFP and includes the following basic tasks: 1) Project Management, 2) Environmental Due Diligence, 3) Asbestos Services, 4) Demolition Services, and 5) Reporting. In addition, we have included several other tasks (e.g., completing Phase I and Phase II ESAs and preparing a CCP) that based on our experience we believe will be required to successfully complete the demolition phase of the project and prepare the Site for redevelopment. In general, the services requested will be provided either pre-demolition or during and post demolition. At this time, it is difficult to scope the level of effort and cost for services that will be required during and post demolition, because the scope and associated costs for those services will be highly dependent on the

results of the pre-demolition work, as-yet undefined MPCA requirements, technical considerations for demolition that need to be defined (e.g., do deep building foundations need to be fully removed), and ultimately the schedule and efficiency of the demolition and abatement contractor(s) selected by the Dakota County CDA.

The following is a description of the proposed tasks. The proposed budget for each task is presented in Section F of this proposal. For tasks that are poorly defined at this time, we have included rough budget numbers for planning purposes. As additional information becomes available through the course of the project, we will update the budget for those respective tasks as warranted.

Task 1 – Project Management

As requested in the RFP, we will provide the following general project management services as part of this task: a) develop and maintain a project schedule, b) source, hire, and manage a team of subcontractors to complete specialized aspects of the project, if needed, c) coordinate with all stakeholders, including the CDA, the City of Eagan, Dakota County, and subcontractors, and d) prepare regular payment requisitions to the CDA at defined intervals and provide all supporting documentation necessary.

Task 2 – Environmental Due Diligence

As requested in the RFP, the basic due diligence scope will include a) review existing environmental investigations, b) develop plan/roadmap for needed environmental investigation and due diligence prior to and during demolition, and c) MPCA correspondence to enroll site in MPCA Brownfield Program/VIC Program, obtain a RNAD letter on behalf of the CDA for non-petroleum hazardous substance releases at the Site, and navigate/confirm requirements for future Site redevelopment. Based on our experience with similar projects, we have included in our scope and budget subtasks for completing a current Phase I ESA with file review, conducting a Phase II ESA to support issuance of a RNAD letter, and preparing a CCP which we expect will be a condition of the RNAD letter. It is noted that the actual scope for the Phase II ESA and requirements for a CCP and/or RAP/CCP will need to be confirmed with the MPCA once the Site has been enrolled into the MPCA VIC Program.

It should be noted that additional environmental investigation (above and beyond the Phase II ESA) as well as geotechnical evaluation will be required at the Site to facilitate future redevelopment and obtain additional MPCA technical approvals specific to redevelopment. Additional investigation may be required to define the source of known solvent contamination beneath the building on demolition is

complete, and MPCA could require seasonal soil vapor assessment once future building footprint locations are determined. Environmental services related to redevelopment of the Site are not included in the Scope of Services for this proposal.

The following considerations are noted to inform the suggested Scope of Services for this task based on the information available to us at the time of this proposal:

- A current Phase I ESA will be required to enroll the Site in the MPCA Brownfield Program/VIC Program. Recent MPCA guidance on Phase I ESAs requires review of historical building drawings and related materials, if available, to assist with the effort.
- Historical environmental investigations have documented that groundwater at the Site is contaminated with TCE and TCA. Based on our experience, the MPCA Brownfield Program will likely require the collection of additional soil, soil vapor and groundwater analytical data to issue the liability assurances requested (RNAD). Because TCA has been identified, MPCA could require testing for the emerging contaminant 1,4-dioxane which was historically used as a stabilizer for TCA.
- The Site is a former semi-conductor manufacturing facility. Semi-conductor manufacturing is an industry known to heavily rely on the use of PFAS for production processes. The potential for a PFAS release to soil and/or groundwater has not been previously evaluated at the Site. In 2024, the United States Environmental Protection Agency (EPA) designated two PFAS chemicals, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), as 'hazardous substances' under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The MPCA VIC Program offers liability assurances for PFAS.
- Soil vapor conditions have not been assessed at the Site. Screening level vapor sampling within the previously identified groundwater plume area will be required to preliminarily evaluate vapor conditions and obtain liability assurances for vapor impacts, if required. Additional vapor evaluation will be required in the future to facilitate redevelopment. Redevelopment-specific vapor evaluation is not included in the proposed Scope of Services.
- There are documented historical petroleum releases at the Site. The MPCA Petroleum Brownfields Program offers a general liability assurance letter for closed petroleum release sites that restates statutory language indicating the responsible party for a petroleum release is the owner/operator of the tank at the time of the release. Additional evaluation of the historical petroleum releases at the Site are not included in the proposed Scope of Services but could be required at a later date to facilitate future redevelopment.

Task 2a. - Phase I ESA and Regulatory File Review

Braun Intertec will conduct a Phase I ESA of the Site in accordance with ASTM International (ASTM) Practice E1527-21 and 40 Code of Federal Regulations (CFR) Part 312, which is the recognized industry standard defining good commercial and customary practice for conducting all appropriate inquiry (AAI) into the previous ownership and uses of the Site consistent with the CERCLA. The intent of this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability. The purpose of the Phase I ESA will be to identify recognized environmental conditions (RECs) in connection with the subject property.

The Phase I ESA will include a government and historical records review (including site specific building records if available), site reconnaissance, interviews, and data evaluation. The results of the Phase I ESA will be summarized in a written report. So that they may be identified within the report, the user must supply the names of all parties intending to rely on the executed service and subsequent report. Additional reliance may be obtained at the discretion of Braun Intertec. The budget for this task includes an anticipated regulatory file review required to conduct the Phase I ESA.

Task 2b. – Phase II ESA Work Plan and Environmental Due Diligence Road Map

Following the completion of the Phase I ESA activities, and subsequent to enrolling the Site in the MPCA Brownfield Program (VIC Program) and coordinating with the MPCA, Braun Intertec will develop a work plan for conducting a Phase II ESA in accordance with MPCA standards where environmental concerns are identified in order to support issuance of a RNAD letter. The Phase II Work Plan will be a separate document from the Phase I ESA and will detail the Phase II ESA approach and scope of work. As requested by the RFP, we have provided an assumed scope for a Phase II ESA that we believe will satisfy MPCA requirements to obtain a RNAD (see Task 2d). In addition, it is noted that additional soil, soil vapor and groundwater investigation, the cost of which cannot be defined at this time, will likely be required to support future Site redevelopment once construction plans are available.

Task 2c. – MPCA Correspondence

This task includes a budget for enrolling the site in the MPCA Brownfield Program (i.e., VIC Program) on behalf of the Dakota County CDA. As part of this task, Braun Intertec will assist the CDA with preparation of an application to enter the site in the MPCA VIC Program. Braun Intertec will prepare a Past and Proposed Actions Letter for submittal to the MPCA VIC Program requesting issuance of a Retroactive NAD letter for known non-petroleum related soil, groundwater, and/or soil vapor impacts. In addition, we will assist the CDA with preparing an RNAD affidavit. It will be important for the CDA to enter the MPCA VIC program, prior to performing any further intrusive environmental investigation, or demolition activities, to confirm the specific investigation that the MPCA will require for the RNAD and to ensure

that the CDA and any CDA subcontractors do not become “associated” with any existing soil, groundwater, and/or soil vapor contamination at the Site. The MPCA typically requires comprehensive soil, groundwater, and soil vapor investigation of a site to qualify for a RNAD.

Task 2d. – Phase II ESA

The objective of the Phase II ESA is to obtain current soil, groundwater, and soil vapor analytical data in the area of previously identified contamination in exterior areas of the Site for the purpose of obtaining an RNAD on behalf of the Dakota CDA. The Phase II ESA will also provide a baseline for current conditions and help identify additional investigation needs for the proposed future Site redevelopment. The specific scope of the Phase II ESA will need to be defined following enrollment in the MPCA Brownfield program and negotiation with MPCA to define what level of investigation will be required to obtain the desired assurances. For planning purposes, Braun Intertec has developed an assumed Scope of Services for the Phase II ESA based on preliminary review of current and historical Site operations. The assumed Scope of Services presented below may need to be adjusted based on the findings of the Phase I ESA and discussions with the MPCA Brownfield Program. If adjustments to the Scope of Services result in a significant change to the cost estimate provided in Section F, written approval will be obtained before proceeding with the Phase II ESA.

The proposed Phase II ESA will include the following activities:

- Staking and Utility Clearance
- Soil Borings
- Soil Screening
- Soil Sampling and Analytical Testing
- Groundwater Sampling and Analytical Testing
- Soil Vapor Sampling and Analytical Testing
- Reporting

Staking and Utility Clearance

A site-specific Health and Safety Plan (HASP) will be created prior to initiation of Site work. Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, Braun Intertec fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Soil Borings

Braun Intertec or a licensed drilling subcontractor will advance up to five soil borings at the Site to obtain soil and groundwater samples for field screening and laboratory analysis. The borings will be advanced in exterior areas of the Site south of the building, within the previously identified area of groundwater contamination. The borings will be advanced to depths up to 25 feet below ground surface (bgs) or the water table elevation, whichever is shallower, using push probe drilling methods. Soil samples for field screening will be collected at 2-foot intervals. The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Following completion, the boreholes will be sealed in general accordance with Minnesota Department of Health (MDH) guidelines.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." Additionally, soils will be classified at our soils laboratory by a geotechnical engineer using ASTM D2487 "Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)" and ASTM D2488.

Field personnel will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the MPCA and in accordance with Braun Intertec SOPs.

Soil Sampling and Analytical Testing

Soil samples will be collected from the soil borings in accordance with Braun Intertec SOPs. Soil samples will be collected from depth intervals in the unsaturated zone where indications of contamination are observed in the field. If no indications of contamination are observed, the soil samples will be collected from depths most likely to be impacted based on the potential contaminant source.

The budget for this task assumes that a total of three soil samples will be submitted to a certified analytical laboratory and analyzed for volatile organic compounds (VOCs) using EPA Method 8260.

Groundwater Sampling and Analytical Testing

Temporary monitoring wells will be installed in each of the five soil borings to evaluate groundwater conditions at the site. The wells will be permitted with the MDH.

Prior to sampling permanent monitoring wells, static groundwater levels in each monitoring well will be measured to the nearest 0.1 foot and recorded. Groundwater samples will be collected in accordance with Braun Intertec SOPs. Groundwater samples will be placed directly into laboratory-supplied containers, preserved appropriately, and submitted to the laboratory for chemical analysis. The budget assumes that the groundwater and associated quality assurance/quality control (QA/QC) samples will be submitted to a certified analytical laboratory and analyzed for the following parameters:

- VOCs using EPA Method 8260 (5 groundwater samples and 1 QA/QC samples).
- PFAS using EPA Method 1633 (3 groundwater and 3 QA/QC samples).
- 1,4-dioxane by EPA Method 8270 (up to three samples if requested by MPCA).
- Diesel range organics (DRO) by the Wisconsin Department of Natural Resources (WDNR) Method, biochemical oxygen demand (BOD) by EPA Method 5210B, chemical oxygen demand (COD) by EPA Method 410, and pH by EPA Method 9040 (up to three samples to supplement for potential dewatering permitting requirements during demolition).

In addition to sampling the temporary monitoring wells, Braun Intertec will also sample the groundwater discharge from the existing sump system in the main Site building. The sump sample will be submitted for to a certified analytical laboratory and analyzed for VOCs, DRO, PFAS and 1,4-dioxane.

Soil Vapor Sampling and Analytical Testing

Five soil vapor probes will be advanced in the exterior areas of the Site, within the area of previously identified groundwater contamination. The soil vapor probes will be advanced using a hydraulically driven push-probe rig to a depth of 10 feet bgs and then retracted to a depth of 8 feet bgs. New, inert tubing will be attached to the top of the downhole sampler and the sampling point and tubing will be purged with a hand pump to remove two volumes of air prior to sample collection. Following purging, organic vapor concentrations will be screened with a PID and the value recorded. The soil vapor samples will then be collected using laboratory-supplied negative pressure air-sample collection canisters equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with the MPCA

guidelines and in accordance will Braun Intertec SOPs. Following sample collection, the temporary sampling point will be removed from the borehole and the borehole will be sealed in accordance with MDH guidelines.

The soil vapor samples will be submitted to a certified analytical laboratory and analyzed for VOCs using EPA Method TO-15.

Phase II ESA Reporting

Verbal results of the Phase II ESA will be provided as they become available. Upon completion of the on-site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/ recommendations. A draft copy of the report will be forwarded to you prior to report finalization. The final Phase II ESA report will be issued in electronic PDF format.

Task 2e. – CCP Preparation

Based on the significant demolition, the potential to encounter and manage tanks, and known historical environmental releases at the Site, it is likely that MPCA will require a Construction Contingency Plan (CCP) to facilitate the planned demolition of the Site building as a condition of issuing liability assurances. Braun Intertec will prepare a CCP for the proposed demolition project. The CCP will describe the planned demolition scope and the procedures that will be used to appropriately manage the impacts, if encountered. In addition, the CCP will also summarize existing environmental data for the Site including the completed previous environmental investigations. Only an electronic copy will be submitted to you unless you request otherwise. The CCP (including previous environmental investigations) will be submitted to the MPCA for review and approval prior to the start of demolition. For purposes of the cost estimate in Section F, we have assumed that the MPCA will not require preparation of a response action plan (RAP) for the demolition phase of the project.

Task 3 – Asbestos Services

As requested in the RFP, this task includes a) develop regulated materials survey or hazardous building materials (HazMat) survey, b) implement and oversee the completion of all environmental abatement in accordance with MPCA, Dakota County, and any applicable Federal or State requirements, and 3) provide required air quality monitoring during abatement activities. It is noted that until the HazMat survey has been completed, the amount of asbestos quantified, and abatement bids obtained, it is difficult to develop a firm estimate for abatement monitoring, oversight, and documentation. Thus, the cost estimate for these tasks included in Section F provides approximate daily rates for that future work.

Task 3a. Pre-Demolition HazMat Survey

In order to facilitate demolition and future redevelopment planning, Braun Intertec will complete a pre-demolition HazMat survey of the existing structure to identify potentially hazardous building materials that require separate handling and/or disposal prior to building demolition. The MPCA and MDH require destructive investigations to be performed prior to demolition, in order to identify hazardous building materials in currently inaccessible areas. The survey will be conducted by our experienced and accredited asbestos inspectors and the following services will be performed:

- Review available documentation for the building with regard to asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous materials. Existing sample data will be utilized, where possible, to determine the presence or absence of regulated building materials.
- Visually examine accessible areas and identify the locations of suspect ACM, LBP, PCBs, mercury, and other miscellaneous hazardous materials.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos. Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material, fireproofing, and roofing materials.
- Braun Intertec will subcontract a qualified roofing company to collect a core sample to evaluate roofing materials for asbestos and providing patching services following sampling.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Generate a final report, documenting the ACM sample, analytical testing results, ACM conditions and estimated quantities, and miscellaneous hazardous materials inventory and estimated quantities.
- An engineer's estimate for the cost to remove and dispose of identified hazardous materials can be provided but is not included as part of this proposal.

The Braun Intertec personnel conducting the inspection are fully accredited asbestos inspectors, in accordance with state and federal regulations. Asbestos analysis will be performed by a laboratory that is accredited for polarized light microscopy (PLM) asbestos bulk sample analysis by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program. The results will be presented as estimates based on this method for the portions of the samples analyzed.

Based on initial PLM results, select samples may be reanalyzed (if necessary) via PLM with quantification by the 400 Gravimetric Point Count (PC) method. Under current regulations, if the PLM results detect asbestos at a concentration of less than 10% in one or more of the samples from any sample unit, the owner or operator of the building may (1) elect to assume the amount to be greater than 1% and treat the material as ACM or (2) require verification of the amount by utilizing the PC Method. If the PC Method analysis determines that the concentration of asbestos is greater than 1%, the material will be determined to be regulated ACM. If the PC Method analysis determines that the concentration of asbestos is 1% or less, the material will be determined to be unregulated and non-asbestos containing. The field work is estimated to take two inspectors up to four days to complete. The budget assumes 175 samples will be collected and analyzed by PLM.

Limitations

The sampling of materials for asbestos content will be accomplished by destructive means. Damage to the building and associated components are inevitable. Sampling of materials for asbestos content involves the collection of a small piece of that material. Some damage is inevitable. Every effort will be made, however, to limit cuts and holes to discreet locations. Our representatives will not be responsible for repairing materials damaged during sampling.

In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, buried underground, and other inaccessible areas. Our inspection will include review of historic building drawings, made available to us, to try to identify potential hazardous building materials. Our inspection will attempt to identify hazardous building materials in inaccessible areas. However, it is likely not feasible to inspect 100 percent of these areas. Therefore, Braun Intertec cannot be held responsible for the presence of any such hidden materials. The demolition contractor and other contractors involved in the project should be made aware of the potential for hazardous building materials to be located in inaccessible areas. If previously unidentified suspect hazardous building materials are exposed during their activities, they should be sampled and analyzed for content prior to any disturbance.

Braun Intertec will not be liable for any past, existing, or future damage to the roofing systems, the building structures, or the contents of the building. We plan to hire a roofing contractor to patch cores in the roof following the pre-demolition hazardous building materials survey.

In performing its services, Braun Intertec will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Tasks 3b. and 3c. – Abatement Monitoring, Oversight, and Documentation

The effort for abatement monitoring, oversight, and documentation will be based on the findings of the HazMat survey and the schedule of the selected abatement contractor (prior to and during demolition). In response to the RFP, we have provided what we believe are the required tasks associated with abatement monitoring, oversight, and documentation. The level of effort required to implement these tasks will be based on the Site conditions, the selected contractor's schedule, and weather conditions at the time of the work. We suggest that the CDA have their selected demolition contractor subcontract the abatement contractor to reduce the potential for scheduling issues and contract disputes between abatement and demolition.

The cost estimate included in Section F provides approximate daily rates for abatement monitoring, oversight, and documentation because an accurate cost cannot be determined at this time. Braun Intertec will provide a separate proposal or change order to the CDA for these services after abatement/demolition bids are received and a contractor has been selected.

The following is a discussion of the abatement monitoring, oversight, and documentation services that will be provided:

- Attending the preconstruction meeting and other meetings as requested.
- Responding to requests for information from the owner, design team or contractor.
- Reviewing project progress and work procedures and general project administration.

In addition to the services described above, Braun Intertec will provide an environmental technician who is experienced with abatement procedures and regulations and a licensed asbestos site supervisor. The technician will perform the following on-site services during the abatement of asbestos-containing material from the building.

- Performing site inspections, including preliminary and post abatement inspections.
- Collecting the required air samples and analyzing them via phase contrast microscopy (PCM).
- Observing and recording the abatement contractor's work practices.

- Evaluating the contractor's compliance with federal and state regulations, as well as the project specifications.

The technician will perform PCM air sample analysis on site. This allows the technician to spend more time at the site and minimize the turnaround time for sample results. Air samples are typically collected from the following areas.

- In and around the proposed work area(s).
- Outside the containment area(s) during the abatement project.
- Near any openings to the containment area.
- Inside the containment area(s) after decontamination and encapsulation procedures are completed. These are considered final clearance air samples.

Following the completion of the project, we will generate a written report summarizing abatement activities, inspection results, observations and regulatory compliance.

Task 4 – Demolition Services

The following tasks are contemplated for obtaining firm bids for asbestos abatement and demolition of the current building structure and associated Site improvements located at the Site.

Task 4a. – Develop Project Manual, Plans, and Specifications for Bid Solicitation

Technical Specifications, using the Construction Specification Institute (CSI) format, will be developed for the proposed abatement and demolition work, including Division 1 requirements, asbestos abatement, hazardous materials handling, off-site disposal, and limited soil correction work. The Technical Specifications will be developed utilizing the previous documents developed by others and documents completed as part of this proposal including the site investigation and hazardous materials survey.

The Project Manual will be a bound document that will be used for bidding purposes as well as the final written and executed Contract for the abatement and demolition work. The Project Manual will include the written Technical Specifications as well as drawings and the assumed project schedule. The Project Manual will also include drawings indicating work to be performed, phasing of the work, structures to be protected and/or saved as well as traffic flow, safety, and site protection. We will review historical drawings and reports, mark them up as necessary, and create a file of those selected materials that will be made part of the Contract Documents for bidding purposes.

Other assumptions included in our scope of services for this task are that a Construction Stormwater Pollution Prevention Plan (SWPPP) will be prepared and included in the Project Manual and that a temporary grading plan promoting positive drainage at the former building footprint will be prepared as part of the Project Manual.

Based on the existing Site conditions regarding groundwater elevations, historic groundwater dewatering at the Site and the building below-grade elevations, complete demolition of the building will require dewatering during demolition. A decision will be required by the CDA as to the need for complete demolition versus the scope and cost of dewatering as well as the potential affects to any known groundwater contaminant plumes at the property. Braun Intertec can assist with this decision through a preliminary assessment of the scope and cost of the complete demo (in consultation with a selected Contractor) and an estimate of the dewatering scope and cost. We have provided a rough estimated cost for the dewatering scope and cost herein.

Task 4b. – Meetings with Project Stake Holders and Contractor Coordination

This task includes planning and coordinating the abatement, demolition, and selective earthwork with the development plans and schedules. This will include up to three conference calls and one in-person meeting held at the site. We will prepare pre-determined questions and conversation subjects that will be discussed and resolved for proper coordination with the additional planning and ultimate construction at the Site.

Task 4c. – Pre-bid Site Meeting with Abatement/Demolition Contractors

This task will include scheduling a mandatory site walk with contractors at the site to present the Project Manual and discuss the project permitting, schedule, and other specifics of the work and to perform a pre-bid site meeting with contractors. Agendas, handouts, or other instructions will be prepared in advance to keep the meetings on-task and valuable to the bidding process.

Task 4d. – Bid Coordination, Assemble Bids, and Contractor Selection Recommendations

It is planned that the contractors will have questions regarding the work. Some of these we will be asked in writing and formal responses will be provided to all bidders in an addendum to the technical specifications. Some questions may be more specific to a bidder and will be answered directly, and no formal response will be provided to the bidding group. It is planned that the bidders will submit their costs to Braun Intertec on the Bid Forms provided. We will then resolve potential inconsistency issues that we identify, “normalize” the bids, if appropriate, and prepare an analysis of the bids and a recommendation to Dakota County CDA.

Task 4e. – Demolition Oversight

The effort for Demolition oversight and documentation will be based on the duration provided by the selected demolition contractor after the scope of work has fully been defined in the Plans and Specifications. The RFP requests a scope for demolition oversight/documentation; however, until an abatement contractor is selected and a schedule developed, and the CDA has provided input of the level of effort required, it is difficult to develop a firm cost for the oversight/documentation work. Therefore, the cost estimate included in Section F provides approximate daily rates for demolition oversight/documentation. Braun Intertec will provide a separate proposal or change order to the CDA for these services after abatement/demolition bids are received and a contractor has been selected. We assume the oversight role will include weekly or biweekly site visits, weekly or biweekly project meetings, daily check-ins, and additional project coordination as necessary for a project duration (which needs to be determined). As indicated under Tasks 3b. and 3c., we suggest that the CDA have their selected demolition contractor subcontract the abatement contractor to reduce the potential for scheduling issues and contract disputes between abatement and demolition.

Task 5 – Reporting

Per the RFP, this task includes 5a) conduct project team coordination meetings as needed and work with CDA staff to prepare regular progress reports to the Board of Commissioners, the City of Eagan, Dakota County, community groups, and other stakeholders, and 5b) document all phases of the project, including environmental due diligence, abatement, and demolition. Note that the budget for Task 5 in Section F of this proposal does not include the reporting scope and costs for Item 5b above because that work is already included under Tasks 2, 3 and 4 of this proposal. The budget for Task 5 includes regular progress reports and four project team coordination meetings. These meetings will include 1) an initial kick-off meeting to confirm overall project requirements, schedule and demolition considerations, 2) a meeting following completion of assessment work to discuss the results, 3) a meeting during demolition to discuss the progress and any issue, and 4) a meeting upon substantial demolition completion to discuss future redevelopment considerations and timeline. If additional project team meetings are needed/requested by Dakota County, we will obtain a change order for that work.

F. Cost Estimate

CDA NOTE: Braun revised the Cost Estimate on 2/11/25. See revised estimate in Appendix C.

Our estimated total cost for the services described in this proposal is **\$127,900**, as summarized in the table below. Services will be provided on a time and materials basis. A detailed cost estimate breakdown including comments and assumptions for each task and subtask is included in **Appendix C**.

TASK	ESTIMATED COST
1. Project Management	\$19,000
2. Environmental Due Diligence	\$49,300*
3. Asbestos Services	\$14,800**
4. Demolition Services	\$34,800**
5. Reporting	\$10,000
Estimated Total Cost this Proposal	\$127,900

Notes:

*Actual Phase II ESA scope/cost will be confirmed following VIC enrollment and site-specific MPCA requirements.

**Does not include abatement/demolition monitoring, oversight, and documentation at this time; the Cost Estimate Breakdown included in Appendix C include approximate daily rates for this work.

Key Personnel Hourly Rates are as follows:

Staff Name	Classification	Hourly Rate
Mark Keefer	Principal Consultant	\$220
Derek Schilling	Principal Consultant	\$220
Travis Pennings	Senior Consultant	\$180
Brandon Brayfield	Senior Consultant	\$180
Kathryn Cleveland	Project Consultant	\$160

G. Conflict of Interest

Braun Intertec does not have any conflicts of interest related to the services outlined in this RFP.

The completed Non-Collusion and Conflict of Interest form is included Appendix D. A completed copy of the Trade Secret Information Form is also included in Appendix D.

H. Exceptions and Deviations

Braun Intertec does not have any exceptions or deviations the RFP.

I. Contract Terms and General Conditions

Braun Intertec will comply with Dakota County Contract Terms and Conditions, pending negotiation of the contract terms after the contract award.

Appendix A

Resumes



EDUCATION

M.S., Geology,
Western Washington University

B.S., Geology,
University of Minnesota-Duluth

PROFESSIONAL REGISTRATIONS

MN Professional Geologist
No. 59993

WA Professional Geologist
No. 3194

CERTIFICATIONS

OSHA 40-Hour HAZWOPER (29 CFR 1910.120)
and annual refresher

PROFESSIONAL MEMBERSHIPS

American Institute of Professional Geologists
(AIPG)

Mr. Brayfield is a senior scientist with twelve years of experience in the environmental consulting industry. Brandon's expertise includes project management for investigation and remediation of various contamination issues at commercial and industrial facilities and residential sites. Brandon has expertise in a variety of regulatory programs including the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) Program, Petroleum Brownfield (PB) Program, Superfund Program, and the Minnesota Department of Agriculture (MDA) Voluntary Brownfield (AgVIC) Program. His background includes extensive experience in environmental due diligence, Phase I and Phase II Environmental Site Assessments (ESAs), response action plan/construction contingency plan (RAP/CCP) preparation and implementation, and grant-funded redevelopment projects.

PROJECT EXPERIENCE

- § *Inver Grove Heights, MN* – Project Manager for a Phase II ESA and Redevelopment Feasibility analysis of two tax-forfeited parcels associated with a former dump site in Inver Grove Heights, Minnesota. The Phase II ESA included collection of soil and soil vapor data to inform decision making for future site redevelopment and assess areas of potential impacts based on the former property use. Coordinated with other project team members over multiple phases of work including a Phase I ESA and geotechnical assessment. Managed project scope, budgeting, and client communications for the duration of the Project (2021).
- § *Burnsville, MN* – Project Manager for a Phase II ESA and Redevelopment Feasibility analysis of tax-forfeited parcels associated with a former dump site in Burnsville, Minnesota. The Phase II ESA included collection of soil and soil vapor data to inform decision making for future site redevelopment and assess areas of potential impacts based on the former property use. Coordinated with other project team members over multiple phases of work including a Phase I ESA and geotechnical assessment. Managed project scope, budgeting, and client communications for the duration of the Project (2022).
- § *Excelsior, MN* – Project Manager for a Hennepin-County ERF grant-funded redevelopment of an underutilized commercial property into a childcare facility. Environmental project tasks included environmental investigation, RAP/CCP development, and coordinating with the developer and the City of Excelsior utilize County ERF grant funding to facilitate the redevelopment of the property. (2021-2023).

EDUCATION

B.A. Geology and Geography,
Gustavus Adolphus College

CERTIFICATIONS

OSHA 40-Hour HAZWOPER (29 CFR 1910.120)
and annual refresher

Erosion and Sediment Control (CPESC) #8260

OSHA 30-hour Construction

USACE Construction Quality Management for
Contractors #784

Mrs. Cleveland is a project scientist with 18 years of experience in environmental consulting. Kathryn has managed projects involving environmental due diligence and investigation/remediation of Brownfields sites to facilitate redevelopment. Her project experience includes assessing and addressing a variety of environmental issues including soil, groundwater, and vapor contamination, as well as asbestos and lead-based paint. She has experience in managing hazardous building materials (hazmat) assessments for a variety of properties and providing project management and oversight during asbestos and/or lead-based paint abatement projects. Her background includes management of the hazmat survey program at a previous employer and is currently assisting with managing hazmat-related projects.

PROJECT EXPERIENCE

- § *Bloomington, MN* – Project Manager for a Phase II Environmental Site Assessment and non-destructive hazmat survey of 16 structures at a campus in association with the environmental due diligence period to acquire the property. The hazmat survey consisted of managing multiple teams operating simultaneously, communicating with both the buyer and seller, and coordinating with tenants from multiple occupied apartments. After acquisition, we will collaborate with a demolition contractor to complete pre-demolition hazmat surveys and provide abatement oversight support (2024 – present).
- § *Minneapolis, MN* – Project Manager for the abatement oversight portion of a multi-million-dollar historic redevelopment project. The project is partially funded through environmental cleanup grant agencies. In addition to investigations for soil and soil vapor impacts, the project included completion of hazmat surveys to identify asbestos and lead-based paint, preparation of abatement/remediation specifications, and assisting the client with obtaining qualified contractor bids for the specified abatement/remediation work. Kathryn is managing the abatement oversight activities on behalf of the owner, which includes communication and coordination with the general contractor and abatement contractor as well as reviewing abatement contractor clearance testing data and documentation (2022 – present).
- § *Saint Paul, MN* – Project Manager for non-profit organization that is converting a former industrial building into a childcare and community outreach facility. Kathryn helped secure cleanup grant funding for demolition and abatement of the existing building, installation of a vapor mitigation system, and management of impacted soil. A non-destructive hazmat survey identified multiple materials of confirmed and assumed asbestos. Coordination to complete a pre-demolition hazmat survey, provide bid specifications, complete contractor pre-bid site walks, and oversee the abatement are in progress.

EDUCATION

B.S., Environmental Geology & Technology,
University of North Dakota

M.S., Hydrogeology,
University of North Dakota

PROFESSIONAL REGISTRATIONS

Professional Geologist (PG):
Minnesota No. 47350
North Carolina. No 2961

CERTIFICATIONS

40-hour HAZWOPER
Certification and annual refresher training

OSHA 29 CFR 1910.120
OSHA Site Supervisor Training

E-Railsafe Certified

PROFESSIONAL AFFILIATIONS

American Institute of Professional Geologist

National Groundwater Association

Minnesota Groundwater Association

Toastmasters International

Mr. Keefer is a licensed professional geologist* who has been working in the environmental field since 2003 (21+ years), providing professional consulting service to private clients and state agencies. Mark's project experience includes large-scale project management; site characterization and corrective action; hydrogeologic investigations; Brownfield redevelopment; demolition oversight, and remediation system design, construction, implementation and maintenance. Mark has completed some of the largest brownfield redevelopment projects in the State of Minnesota including the Northern Stacks Development at a former super fund site, as well as performed environmental work at hundreds of other Sites through the United States. In addition to his consulting work, Mark has co-authored several published technical papers and has presented at dozens of technical seminars. Mr. Keefer has a diverse background which includes project management, due diligence and site characterization for facilities throughout the United States involved in various market sectors, and as the program director for a consulting services contract the with the Minnesota Pollution Control Agency (MPCA). His past experience gives him a unique skill-set as well as client-focused relationships and he has additional proficiency in technical writing and group management.

Mr. Keefer is currently the Director of the Minneapolis/St Pual Investigation and Remediation group within Braun Intertec. The Director role includes overseeing several teams of professionals focused on the investigation and remediation of sites throughout the Twin Cities region and beyond. Specially in his Director role he is responsible for the financial performance of the group, development of strategic objectives and plans, and guiding the team towards the teams objectives and goals.

Specific project responsibilities include:

- Developing and implementing investigation work plans, sampling and analysis plans (SAPs), Response Action Plans (RAPs), quality assurance project plans (QAPPs), and construction contingency plans.
- Construction/Demolition oversight including remediation systems and institution controls.
- Communicating with regulatory personnel and enrolling sites in Minnesota's Petroleum Brownfields and Voluntary Investigation and Cleanup Programs.
- Managing clients, developing and administering project budgets.
- Writing proposals and final reports, supervising field implementation and providing senior report review.
- Performing Phase I ESAs in accordance with American Society for Testing and Materials (ASTM) Standard for Commercial Real Estate Transactions, Practice No. E-1527.
- Providing technical quality control review of reports.
- Direct supervision of multiple staff from entry level to senior scientists.

SELECT PROJECT EXPERIENCE

- § ***Building Hazardous Waste Abatement & Building Demolition, Marimark Apartments, Minneapolis, MN.*** Geologist/Project Manager for the investigation, hazardous materials abatement, demolition and grading of a former apartment building. Direct work included preparing the demolition technical specifications to solicit bids, selecting and contracting with various contractors, overseeing the hazardous materials survey of the building and abatement of the hazardous building materials including asbestos and lead, coordinating and overseeing the demolition of the former apartment building, directing and overseeing the removal of a 3,000 gallon fuel oil UST, performing an excavation to remove petroleum impacted soils, debris soil removal, and site backfilling with clean imported soils.
- § ***Building Hazardous Waste Abatement & Building Demolition and Brownfield Redevelopment, Lake Street Business Center, LLC, St. Louis Park, MN. -*** Geologist/Project Manager. Responsible for the investigation and remedial action implementation of a site impacted with lead, petroleum products, and chlorinated hydrocarbons and for the demolition of the existing building and remedial cleanup of the property in support of the new development. Work included performing the Site investigation, preparing a response action plan for the site, overseeing the abatement and demolition of the existing machining facility to facilitate the environmental cleanup of the Site in preparation for the construction of a new office building.
- § ***Building Hazardous Waste Abatement in Support of Building Demolition, Eight-story high-rise office, Minneapolis, MN -*** Project Manager for the hazardous building materials survey and abatement of an eight-story high-rise office building in preparation of building demolition. Direct work included acting as the project manager, designing and overseeing the environmental site assessment of the Site, overseeing the hazardous materials survey in support of the building demolition, preparing abatement specifications to solicit bids from demolition contractors, contracting and overseeing the abatement contractors, and documenting the abatement in support of demolition.
- § ***Site Assessment, Hazardous Materials Survey, Building Abatement and Demolition, Former Columbia Ice Area, Fridley, MN. -*** Project Manager/Senior Geologist for the investigation of a former Ice Area facility in support of the building demolition. Direct work included acting as the project manager, designing and overseeing the environmental site assessment of the Site, overseeing the hazardous materials survey in support of the building demolition, preparing demolition specifications to solicit bids from demolition contractors, contracting and overseeing the abatement contractors, and documenting the abatement in support of demolition of a vacant ice arena complex.

EDUCATION

Bachelor of Science Environmental Engineering
University of Wisconsin - Platteville

CERTIFICATIONS

Registered Professional Engineer
(Minnesota No. 53171)

40-hour HAZWOPER
Certification and annual refresher training

OSHA 29 CFR 1910.120
Hazmat Training

OSHA 29 CFR 1910.132
Personal Protective Equipment Training

OSHA 29 CFR 1910.134
Respiratory Protection Training

OSHA 29 CFR 1910.146
Confined Space Entry Training

Mr. Pennings has been a member of the Braun Intertec Corporation team for over 16 years and a registered Civil Engineer in the State of Minnesota (No. 53171) since December of 2015. Mr. Pennings has been an integral part of several brownfield redevelopment projects with roles that include plans and specifications preparation, report preparation, permitting, detailed cost estimating, contracting, project scheduling, project team coordination, directing technical staff in the field, overseeing subcontractors' compliance with specifications and plans and acting as onsite advocate for our clients.

Travis has provided project management and oversight of the implementation of various corrective actions including: excavation oversight, sub-slab depressurization system installation and monitoring, construction dewatering, onsite treatment of impacted soil and disposal of soil impacted with various contaminants including metals, petroleum, solvents and other hazardous materials. Travis is also knowledgeable in storm water plan preparation, compliance, and inspection.

PROJECT EXPERIENCE

- § *Sofidel Paper Plant Expansion, Duluth, MN - Prepared plans and specifications for demolition of unused buildings and prepared sections of the plans and specifications for mass earthwork onsite to accommodate an additional 500,000 square feet of building footprint. Conducted an evaluation of soil data to determine best treatment and management technologies that would result in the most cost effective redevelopment option. Response Actions included onsite soil, groundwater, and vapor management, offsite disposal of soil, and onsite treatment of metals impacted soils.*
- § *Blazing Stars Redevelopment RAP Implementation, Albert Lea, MN - Prepared plans and specifications for the city of Albert Lea that were utilized for bidding and contracting of an earthwork contractor to implement a state of Minnesota approved Response Action Plan specific to redevelopment of Sites into apartment complex's, and a proposed fueling station. Managed all Response Action Plan Implementation and conducted weekly coordination with the City and other project stakeholders.*
- § *Former Allstate Campus Redevelopment, Northbrook, IL - Designed under the direct supervision of a licensed professional engineer in the state of Illinois plans and specifications for regulated waste removal, demolition and, removal of 4 underground storage tanks. Facilitated field operations, and project clarifications, conducted pre-bid site walks and provided engineers estimates for total project cost. Prepared documents that allowed the developer to obtain several qualified bids for a fully defined scope that resulted in minimal change orders. The project included demolition, UST removal, and abatement of several large buildings to accommodate redevelopment.*
- § *Former Clorox Manufacturing Facility Redevelopment, Chicago, IL- The project included onsite management of characteristically hazardous soils during the*

TRAVIS B. PENNINGS, PE

Senior Engineer

redevelopment of a former Clorox facility. Designed under the direct supervision of a licensed professional engineer in the state of Illinois the treatment technologies used for onsite treatment of metals impacted soils. Oversaw a pilot study where several remedial technologies were tested onsite. Calculated which reagent would be most cost effective and particle for our project given the logistical issues during the pandemic based on the pilot study results. Prepared under the direct supervision of a Professional Engineer plans and specifications for all mass earthwork activities associated with the redevelopment that were utilized in selecting and contracting an earthwork contractor. Conducted Site grade analysis to significantly reduce the amount of offsite disposal of impacted soils resulting in a significant project savings.

- § *Bayfront Lot D, Duluth, MN* – Conducted supplemental investigation activities in accordance with the MPCA approved Sampling and Analysis Plan (SAP) for evaluation of potential exposed sediments after proposed dredging activities. Supplemental investigation activities included coordination with the Site owner, soil vapor sample collection, saturated soil sample collection, data analysis, and report preparation.
- § *Northern Stacks Development, Fridley, MN* – Provided project management, Response Action Plan (RAP) Implementation oversight, plans and specification preparation, and RAP Implementation Report preparation for all four phases of the Northern Stacks Development. Formerly known as the Naval Industrial Reserve Operating Plant (NIROP) and FMC Sites, this 122 acre site is significantly contaminated by chlorinated solvents and is a Federal and State CERCLA site and also includes a RCRA site undergoing corrective action, numerous petroleum leak sites, and a 2,000,000 square foot operating facility, developed and operated since 1940. The on-going approximately 6-year project has included multiple remedial investigations for the four phases of the redevelopment, development and approval of remedial action work plans, regulatory negotiations and de-listing of the on-Site soil operable units, coordination with the US navy for re-construction of many aspects of the Navy's groundwater pump and treatment system and the planning and implementation of demolition of 1,500,000 ft² of the original manufacturing building.
- § *Sub-Slab Vapor Sampling, Various Sites, MN* – Conducted sub-slab soil vapor sampling at various locations throughout the state of Minnesota under the existing MPCA contract.
- § *St. Croix Bridge Crossing, Stillwater, MN* – Field Technician during the RAP/CCP Implementation during construction. Additionally, Travis served as field technician during Phase II ESA in preparation for proposed roadway and bridge construction as part of the St. Croix River Crossing Bridge, Pickett Avenue Extension, and Riverside Pond Projects. Travis' responsibilities included placing and surveying test pit locations, preparation of test pit logs, overseeing test pit excavation and collection of soil samples for laboratory analysis. Contaminants of concern included: volatile organic compounds (VOCs), semi-volatile organic

TRAVIS B. PENNINGS, PE
Senior Engineer

compounds (SVOCs), diesel-range organics (DRO), gasoline-range organics (GRO), metals, and asbestos.

- § *Van White Memorial Boulevard, Minneapolis, MN ¾* Conducted field monitoring during RAP implementation, which included almost three months of soil classification, excavation observation and screening of approximately 15,000 cubic yards of soil removed as part of road and bridge construction through several contaminated properties. Characteristically hazardous soil was treated onsite prior to disposal and documentation samples were collected for rush analyses.
- § *University of Minnesota Recreational Sports Dome, Minneapolis, MN ¾* Classification, screening, sampling and excavation oversight during removal of approximately 14,000 cubic yards of fill soil. Responsibilities included field screening soil to segregate impacted soil from non-impacted soil and documenting onsite re-use of impacted soils while minimizing disruption to the overall construction project.
- § *Oak Street Flats, Minneapolis, MN ¾* Excavation observation, screening and confirmation sampling as impacted fill soil was removed as part of site redevelopment. The CCP was implemented when potential asbestos containing material was encountered.
- § *Central Corridor Light Rail Transit Project, Minneapolis/St. Paul, MN ¾* Field technician during construction of 9.8-mile-long corridor. Responsibilities included screening of soil samples for contamination, collection of soil and groundwater samples, and documenting field work.
- § *Groundwater Sampling of Monitoring Wells, Various Sites, WI* — Assisted in groundwater monitoring and received training on drilling oversight during monitoring well installation, environmental borings and geotechnical borings.

EDUCATION

B.A., Geology,
St. Cloud State University

PROFESSIONAL REGISTRATIONS

Professional Geologist
MN No. 48275
NC No. 2951
TN No. 6128

Certified Hazardous Materials Manager
(CHMM) No. 14804

CERTIFICATIONS

OSHA 40-Hour HAZWOPER Certification (29
CFR 1910.120) and annual refresher training

Minnesota Department of Health (MDH)
Asbestos Inspector
MN No. AI8539

MDH Asbestos Management Planner
MN No. AM8539

MDH Asbestos Project Designer
MN No. AD8539

MDH Lead Risk Assessor
MN No. LR1495

PROFESSIONAL AFFILIATIONS

American Institute of Professional Geologists
Minnesota Brownfields
Minnesota Groundwater Association

Derek Schilling is a Director and Principal Scientist in Braun Intertec's environmental consulting group and is a geologist with more than 23 years of environmental consulting experience. His roles include business development, strategic client growth and management, and technical project management and review/support. Derek has managed projects involving environmental remediation of Brownfields sites to facilitate redevelopment including both historic rehabilitation and new construction. Derek's project experience includes assessing and addressing a variety of environmental issues including soil, groundwater, and vapor contamination, as well as asbestos and lead-based paint. He has extensive experience with environmental consulting for affordable housing projects across the country. He also has extensive experience with environmental grant application preparation and grant management. He has also provided on-site project management of asbestos and microbial abatement projects, oversight of drilling projects, and excavation monitoring. His other areas of experience include laboratory analysis of asbestos, and industrial hygiene monitoring for asbestos and other contaminants.

Derek managed the asbestos management program for Target Corporation as a Senior Environmental Representative. This program included managing the completion of asbestos inspections throughout the United States and Canada for renovation projects, designing and managing asbestos abatement projects, and managing an asbestos awareness program for the corporation. In this role, he provided asbestos regulatory guidance to construction, real estate, and facility management areas of the corporation.

Derek also has experience as an operations manager, which included staff management, managing, and implementing company-wide initiatives, coordinating day-to-day company operations, facilitating company communications, and business development.

PROJECT EXPERIENCE

§ *Millwork Lofts, Minneapolis, MN* ¾ The Millworks Lofts project included rehabilitation/renovation of a multi-story historic building into 78 workforce apartments. Derek was the project manager for the environmental remediation activities that were completed as part of redevelopment. The environmental remediation activities included soil remediation; installation of sub-slab vapor control systems; lead-based paint remediation; asbestos and hazardous materials abatement; and removal of a petroleum aboveground storage tank (AST). He communicated with Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) and Petroleum Brownfields (PB) program staff to obtain assurance letters and technical approvals for the project. He was responsible for managing project budgets; project invoicing;

DEREK M. SCHILLING, PG, CHMM

Director, Principal Scientist

managing subcontractors; preparing project documentation and final reporting; and managing grant budgets and disbursement requests.

§ *A-Mill Artist Lofts, MN* ¾ The A-Mill Artist Lofts project included the historic rehabilitation/renovation of a former flour mill property into 252 loft-style apartments. The site was developed as a flour mill complex since the late 1800s. Associated historic land uses have included grain storage and rail lines; more recent uses have included warehouse storage. The key environmental issues/challenges to the site's successful redevelopment into residential housing include the presence of significant quantities of asbestos-containing materials and lead-based paint within the historic structures, shallow fill soil contaminated by past land use activities, and hazardous materials/substances left by past occupants. Derek was the project manager for the environmental remediation investigation and activities that were completed as part of redevelopment. The environmental remediation activities being completed include soil remediation (more than 38,000 tons of contaminated fill soil was removed and properly disposed); lead-based paint remediation; asbestos and hazardous materials abatement; installation of sub-slab vapor control systems; and sealing and abandonment of a production water well. Derek communicated with MPCA VIC Program and PB Program staff to obtain assurance letters and technical approvals for the project prior to the start of redevelopment. He was responsible for managing project budgets; managing subcontractors; project invoicing; preparing project documentation and final reporting; and managing grant budgets and disbursement requests.

§ *Schmidt Artist Lofts, St. Paul, MN* ¾ The Schmidt's Artist Lofts project included historic rehabilitation/renovation of a former brewery/industrial property into 247 loft-style apartments and townhomes. Due to more than 100 years of commercial/industrial use, the former Schmidt Brewery site had a myriad of environmental issues which had thwarted redevelopment efforts for nearly 10 years. The past site uses have included two lumber yards, two gas stations, brewery operations, railroad spurs, and most recently an ethanol manufacturing plant. The key environmental issues/challenges to the site's successful redevelopment into residential housing included the presence of significant quantities of asbestos-containing materials and lead-based paint within the historic Bottle House and Brew House structures, shallow fill soil contaminated by past land use activities, out-of-service petroleum USTs, and hazardous wastes/substances and byproducts left by past occupants. Derek was the project manager for the environmental remediation activities that were completed as part of redevelopment. The environmental remediation activities included soil remediation, approximately 31,800 tons of contaminated fill soil were removed and properly disposed; lead-based paint remediation; asbestos and hazardous materials abatement; installation of sub-slab vapor control systems; and removal of petroleum storage tanks. Derek communicated with MPCA VIC Program and PB Program staff to obtain

DEREK M. SCHILLING, PG, CHMM
Director, Principal Scientist

assurance letters and technical approvals for the project. He was responsible for managing project budgets; managing subcontractors; project invoicing; preparing project documentation and final reporting; and managing grant budgets and disbursement requests.

- § *Ramsey County Brownfields Inventory Project, Ramsey County, MN* ~~¾~~ Ramsey County received a US Environmental Protection Agency (EPA) grant to develop an inventory of potential Brownfields site within suburban Ramsey County. Ramsey County contracted with Peer Engineering/Braun Intertec for the development of the inventory. Specific activities conducted as part of this project included communication/correspondence with partner Cities on potential candidate properties that would be considered Brownfields sites; preparation of a Quality Assurance Project Plan (QAPP) and Sampling and Analysis Plans (SAP) for submittal to the EPA; assisting the County with selecting identified sites for Phase I Environmental Site Assessment (ESA) work, Phase II investigation work, and RAP preparation; completing assessment work (e.g. Phase I ESA and Phase II investigations) and remedial planning; and assisting the County with community outreach during the assessment and development planning for candidate sites as warranted. Derek was the project manager and his responsibilities involved coordinating the development of the Brownfields inventory; communicating with the County and partner Cities on project progress; assisting the County with communication and reporting to the EPA; managing the project schedule and budget; coordinating the completion of assessment work; reviewing assessments reports; and preparing progress reports.

Appendix B

Statement of Qualifications

Company Overview

OUR SCIENCE. YOUR SOLUTIONS.

At Braun Intertec our science happens because of our people. We're collaborators with the passion to provide quality solutions and recommendations for your engineering, environmental, design and testing challenges. Since 1957, we've built a trusted reputation by delivering innovative thinking on scope, on schedule, and on budget.

Our People

Our team of more than 1,000 engineers, scientists, managers and field personnel specialize in more than 100 technical services. With rigorous quality assurance/quality control programs and numerous national accreditations, you'll find reliable and cost-effective solutions regardless of your project scope. We match that expertise and commitment to quality with a collaborative mindset to deliver the science you need to be successful.

Our Services

Geotechnical Engineering

Environmental Consulting

Construction Materials
Engineering & Testing

Nondestructive Examination

Building & Structure Sciences

Our Values



Founder Jack Braun was committed to providing quality service to our clients and opportunity to our employees. This commitment has stood the test of time and is reflected in our core values: safety, service, recognition, ownership and opportunity. Each core value is supported by expected behaviors.

- **Safety.** We are committed to a safe work environment and look out for one another.
- **Service.** We are reliable, responsive and lead through service to our employee owners, clients, and communities.
- **Recognition.** We celebrate together, recognize each other, and have fun.
- **Ownership.** We are committed to employee ownership, delivering on our commitments, and following through on our responsibilities.
- **Opportunity.** We create opportunities to grow and develop while being supportive and flexible.

Our Approach

Using our interdisciplinary approach, our experience and commitment to excellence delivers results—from planning to design and construction, to ongoing management and operations. Each day our employee-owned company strives to become your Consultant of Choice, the one you trust to get the job done. By providing reliable, cost-effective, and innovative solutions, approximately 80% of our current workload represents repeat clients. Few firms can bring you this scope of expertise, level of accountability and personal attention.

Capability – Environmental Consulting Overview

From site selection and planning, to design and construction, to operations and property management, Braun Intertec is a trusted environmental adviser to public and private clients across the nation. We take pride in our multi-faceted and practical approach to environmental consulting. Our engineers and scientists maintain a clear understanding of our client's objectives to help navigate complicated environmental issues with a focus on quality, budget, and schedule. Braun Intertec helps our clients navigate the complex federal and state regulatory environment. Our integrated assessment and remediation services specialize in a broad range of environmental services including environmental due diligence, compliance and permitting, investigation and remediation design. Additionally, a safe and healthy workspace is one of our top priorities. Our certified industrial hygienists and scientists focus a number of areas important to a healthy workplace including ergonomics, testing services, emergency planning and more. We help our clients by providing safe and effective solutions.

Highlighted Services

Compliance and Permitting

- Multi-media Compliance Audits
- Air Permitting & Modeling
- Wastewater, Stormwater, CAFO Permitting & Sampling
- Solid Waste Permitting
- Waste and Materials Management
- Asbestos/Lead/Hazardous Material
- Under & Above Ground Storage Tanks
- RCRA, Tier II, TRI reporting
- Archaeological & Historical Survey
- Threatened & Endangered Species
- Wetland Delineation & Management
- Environmental Review (NEPA/MEPA, EAW, EIS, EA, AUAR)
- Public Water, Water Appropriation & River Crossing Permits
- Emergency and Spill Planning
- OSHA Safety and Compliance Training
- Enforcement Negotiations & Expert Witness
- ESG Evaluations
- Community Engagement & Environmental Justice Planning

Industrial Hygiene and Worker Safety

- Respiratory Protection Program
- Radiation Safety
- Noise Survey
- Indoor Air Quality
- Ergonomic Evaluation

Investigation and Remediation

- Brownfield Redevelopment
- Petroleum Remediation
- Hydrogeology
- Phase I & II Environmental Assessments
- Vapor Intrusion
- Remediation System Design

Appendix C

Cost Estimate

Cost Estimate Breakdown for Environmental Due Diligence Planning
and Oversight of Abatement and Demolition Services(1)

1500 Towerview Road
Eagan Minnesota
2/5/2025 (updated 2/10/2025)

Item	Activity	Total Estimated Cost(1)	Cost Basis	Timing	Comments/Assumptions
1	Project Management				
1	Project Management	\$ 19,000	T&M	Pre-Demo	General project management services as part of this task: a) develop and maintain a project schedule, b) source, hire, and manage a team of subcontractors to complete specialized aspects of the project, if needed, c) coordinate with all stakeholders, including the CDA, the City of Eagan, Dakota County, and subcontractors, and d) prepare regular payment requisitions to the CDA at defined intervals and provide all supporting documentation necessary.
	Subtotal Task 1 - Project Management	\$ 19,000			This budget assumes that up to 6 months of project management services will be provided up until the start of demolition.
2	Environmental Due Diligence				
2a	Phase I ESA and Regulatory File Review	\$ 7,500	LS	Pre-Demo	A current Phase I ESA, with associated detailed file review, will be required to enroll the Site in the MPCA Brownfield program/Voluntary Investigation and Clean up (VIC) program.
2b	Phase II ESA Work Plan and Environmental Due Diligence Road Map	\$ 3,300	LS	Pre-Demo	Braun Intertec will develop a work plan for conducting a Phase II ESA in accordance with MPCA standards, we will also provide the CDA with a road map for the due diligence and steps to get the proper assurance letters.
2c	Minnesota Pollution Control Agency (MPCA) Correspondence	\$ 3,000	T&M	Pre-Demo	This includes preparing the MPCA Brownfield program (VIC program) application, a proposed action letter, RNAD affidavit, and follow up correspondence with the MPCA in support of acquiring a RNAD for the CDA. See Item 2g below for MPCA review charges.
2d	Phase II ESA Investigation	\$ 28,000	T&M	Pre-Demo	Phase II ESA to obtain current soil, groundwater, and soil vapor analytical data in the area of previously identified contamination in exterior areas of the Site for the purpose of obtaining an RNAD on behalf of the Dakota CDA. Phase II ESA include the following: 5 soil borings to groundwater, 3 soil samples for analytical analysis, five temporary groundwater monitoring wells in each of the borings, with one groundwater sample collected from each boring (5 total), 5 exterior soil vapor probes and associated soil vapor samples, and final report.
2e	Construction Contingency Plan (CCP) Preparation	\$ 5,000	T&M	Pre-Demo	Due to known historical environmental releases at the Site, the MPCA will likely require a Construction Contingency Plan (CCP) to facilitate the planned demolition of the Site building. Braun Intertec will prepare the necessary CCP. This assumes that the MPCA will not require a response action plan, and/or dewatering plan
2f	Investigation Derived Waste (IDW) Disposition	\$ 2,500	T&M	Pre-Demo	Managing industrial-derived waste during the investigation activities, if required by MPCA, will be required to minimize environmental impact and ensure compliance with regulations. It is assumed that these materials will be non hazardous, and can be disposed of accordingly.
2g	MPCA Brownfield Program Review Charges	\$ 10,000	T&M	Pre-Demo	MPCA Brownfield Program will bill Dakota County CDA directly for review time related to liability assurances and technical approvals.
	Subtotal Task 2 - Environmental Due Diligence	\$ 59,300			
3	Asbestos Services				
3a	Pre-Demolition HazMat Survey	\$ 14,800	T&M	Pre-Demo	Completion of a Pre-Demolition and Pre-Renovation Hazardous Building Materials Inspection and if asbestos-containing materials are identified (ACM), prepare an asbestos abatement project outline.
3b and 3b	Abatement Monitoring, Oversight, and Documentation	\$ 40,000 - 50,000	T&M	During Demo	The effort for abatement oversight testing and documentation will be based on the findings of the Hazardous Building Materials survey and the schedule for the abatement (prior to and during demolition). Cost assumes 30 days of abatement air monitoring, project management, and documentation at daily rate ranging from \$1,250 to \$1,500. The actual costs will depend on the type and quantity of ACM present, and the selected abatement contractor's schedule.
	Subtotal Task 3 -Asbestos Services	\$ 54,800 - 64,800			
4	Demolition Services				
4a	Develop Project Manual, Plans, and Specifications for Bid Solicitation	\$ 17,500	T&M	Pre-Demo	Technical Specifications, using the Construction Specification Institute (CSI) format, will be developed for the proposed abatement and demolition work, including Division 1 requirements, asbestos abatement, hazardous materials handling, off-site disposal, and limited soil correction work.
4b	Meetings with Project Stake Holders and Contractor Coordination	\$ 8,600	T&M	Pre-Demo	Braun Intertec will attend meetings and coordinate with the project team, as necessary, to complete project tasks performed by Braun Intertec during the demolition phase of the work. These costs include up to three conference calls and one in-person meeting held at the site.
4c	Pre-Bid Site Meeting with Abatement/Demolition Contractors	\$ 4,650	T&M	Pre-Demo	One mandatory site walk with contractors at the site to present the Project Manual and discuss the project permitting, schedule, and other specifics of the work and to perform a pre-bid site meeting with contractors.
4d	Bid Coordination, Assemble Bids, and Contractor Selection Recommendations	\$ 4,050	T&M	Pre-Demo	We will then resolve potential inconsistency issues in the demolition bids that we identify, "normalize" the bids, if appropriate, and prepare an analysis of the bids and a recommendation to Dakota County CDA.
4e	Demolition Oversight (and CCP moniotrng/documentation)	\$ 100,000 - 150,000	T&M	During Demo	The effort for demolition oversight and documentation will be based on the duration provided by the selected demolition contractor after the Scope of work has fully been defined in the Plans and Specifications. For planning purposes, we have included a cost range which includes demolition oversight, reporting and project management, as well as closure testing of remaining petroleum tanks and CCP monitoring/documentation. This cost range assumes weekly site visits during demolition (3 months), backfilling (3 months), and periodic site visits to during CCP activities and tank removal/testing. This cost estimate does not include geotechnical engineering services for compaction testing of backfill or environmental testing of backfill source sites. The geotechnical services contract can either be held by the CDA or incorporated in the demolition contractor's scope.
	Subtotal Task 4 - Demolition Services	\$ 134,800 -184,800			
5	Reporting				
5	Reporting	\$ 10,000	T&M	Pre-Demo and During Demo	The budget for this task includes regular progress reports and up to four project team coordination meetings. These meetings will include 1) an initial kick-off meeting to confirm overall project requirements, schedule and demolition considerations, 2) a meeting following completion of assessment work to discuss the results, 3) a meeting during demolition to discuss the progress and any issue, and 4) a meeting upon substantial demolition completion to discuss future redevelopment considerations and timeline. If additional project team meetings are needed/requested by Dakota County, we will obtain a change order for that work.
	Subtotal Task 5 - Reporting	\$ 10,000			
TOTAL ESTIMATED PROJECT COSTS		\$ 277,900 - 337,900			Excludes consulting and engineering costs during abatement/demolition.

Notes:

LS - Lump Sum; T&M - Time & Materials; MPCA - Minnesota Pollution Control Agency.

(1) Some costs are budgetary in nature because a formal project design has not yet been completed.

(2) Cost does not include MPCA Brownfield program review changes which will be billed to the Dakota County CDA directly by MPCA.

TBD - To be determined once abatement and demolition specifications have been prepared and contractor bids received.

Cost Estimate Breakdown for Environmental Due Diligence Planning
and Oversight of Abatement and Demolition Services(1)

1500 Towerview Road
Eagan Minnesota
February 5, 2025

Item	Activity	Total Estimated Cost(1)	Cost Basis	Timing	Comments/Assumptions
1 Project Management					
1	Project Management	\$ 19,000	T&M	Pre-Demo	General project management services as part of this task: a) develop and maintain a project schedule, b) source, hire, and manage a team of subcontractors to complete specialized aspects of the project, if needed, c) coordinate with all stakeholders, including the CDA, the City of Eagan, Dakota County, and subcontractors, and d) prepare regular payment requisitions to the CDA at defined intervals and provide all supporting documentation necessary.
	Subtotal Task 1 - Project Management	\$ 19,000			This budget assumes that up to 6 months of project management services will be provided up until the start of demolition.
2 Environmental Due Diligence					
2a	Phase I ESA and Regulatory File Review	\$ 7,500	LS	Pre-Demo	A current Phase I ESA, with associated detailed file review, will be required to enroll the Site in the MPCA Brownfield program/Voluntary Investigation and Clean up (VIC) program.
2b	Phase II ESA Work Plan and Environmental Due Diligence Road Map	\$ 3,300	LS	Pre-Demo	Braun Intertec will develop a work plan for conducting a Phase II ESA in accordance with MPCA standards, we will also provide the CDA with a road map for the due diligence and steps to get the proper assurance letters
2c	Minnesota Pollution Control Agency (MPCA) Correspondence(2)	\$ 3,000	T&M	Pre-Demo	This includes preparing the MPCA Brownfield program (VIC program) application, a proposed action letter, RNAD affidavit, and follow up correspondence with the MPCA in support of acquiring a RNAD for the CDA
2d	Phase II ESA Investigation	\$ 28,000	T&M	Pre-Demo	Phase II ESA to obtain current soil, groundwater, and soil vapor analytical data in the area of previously identified contamination in exterior areas of the Site for the purpose of obtaining an RNAD on behalf of the Dakota CDA. Phase II ESA include the following: 5 soil borings to groundwater, 3 soil samples for analytical analysis, five temporary groundwater monitoring wells in each of the borings, with one groundwater sample collected from each boring (5 total), 5 exterior soil vapor probes and associated soil vapor samples, final report
2e	Construction Contingency Plan (CCP) Preparation	\$ 5,000	T&M	Pre-Demo	Due to known historical environmental releases at the Site, the MPCA will likely require a Construction Contingency Plan (CCP) to facilitate the planned demolition of the Site building. Braun Intertec will prepare the necessary CCP. This assumes that the MPCA will not require a response action plan, and/or dewatering plan
2f	Investigation Derived Waste (IDW) Disposition	\$ 2,500	T&M	Pre-Demo	Managing industrial-derived waste during the investigation activities, if required by MPCA, will be required to minimize environmental impact and ensure compliance with regulations. It is assumed that these materials will be non hazardous, and can be disposed of accordingly.
	Subtotal Task 2 - Environmental Due Diligence	\$ 49,300			
3 Asbestos Services					
3a	Pre-Demolition HazMat Survey	\$ 14,800	T&M	Pre-Demo	Completion of a Pre-Demolition and Pre-Renovation Hazardous Building Materials Inspection and if asbestos-containing materials are identified (ACM), prepare an asbestos abatement project outline.
3b and 3b	Abatement Monitoring, Oversight, and Documentation	TBD	T&M	During Demo	The effort for abatement oversight testing and documentation will be based on the findings of the Hazardous Building Materials survey and the schedule for the abatement (prior to and during demolition). For planning purposes, a daily rate of \$1,250 to \$1,500 is typical for abatement documentation, project management, and reporting. The actual costs for this task is not included in this budget estimate.
	Subtotal Task 3 -Asbestos Services	\$ 14,800			
4 Demolition Services					
4a	Develop Project Manual, Plans, and Specifications for Bid Solicitation	\$ 17,500	T&M	Pre-Demo	Technical Specifications, using the Construction Specification Institute (CSI) format, will be developed for the proposed abatement and demolition work, including Division 1 requirements, asbestos abatement, hazardous materials handling, off-site disposal, and limited soil correction work.
4b	Meetings with Project Stake Holders and Contractor Coordination	\$ 8,600	T&M	Pre-Demo	Braun Intertec will attend meetings and coordinate with the project team, as necessary, to complete project tasks performed by Braun Intertec during the demolition phase of the work. These costs include up to three conference calls and one in-person meeting held at the site.
4c	Pre-Bid Site Meeting with Abatement/Demolition Contractors	\$ 4,650	T&M	Pre-Demo	One mandatory site walk with contractors at the site to present the Project Manual and discuss the project permitting, schedule, and other specifics of the work and to perform a pre-bid site meeting with contractors.
4d	Bid Coordination, Assemble Bids, and Contractor Selection Recommendations	\$ 4,050	T&M	Pre-Demo	We will then resolve potential inconsistency issues in the demolition bids that we identify, "normalize" the bids, if appropriate, and prepare an analysis of the bids and a recommendation to Dakota County CDA.
4e	Demolition Oversight	TBD	T&M	During Demo	The effort for Demolition oversight and documentation will be based on the duration provided by the selected demolition contractor after the Scope of work has fully been defined in the Plans and Specifications. For planning purposes, a daily rate of \$1,250 to \$1,500 is typical for demolition documentation, project management, and reporting. The actual costs for this task is not included in this budget estimate.
	Subtotal Task 4 - Demolition Services	\$ 34,800			
5 Reporting					
5	Reporting	\$ 10,000	T&M	Pre-Demo and During Demo	The budget for this task includes regular progress reports and up to four project team coordination meetings. These meetings will include 1) an initial kick-off meeting to confirm overall project requirements, schedule and demolition considerations, 2) a meeting following completion of assessment work to discuss the results, 3) a meeting during demolition to discuss the progress and any issue, and 4) a meeting upon substantial demolition completion to discuss future redevelopment considerations and timeline. If additional project team meetings are needed/requested by Dakota County, we will obtain a change order for that work.
	Subtotal Task 5 - Reporting	\$ 10,000			
TOTAL ESTIMATED PROJECT COSTS		\$ 127,900			Excludes consulting and engineering costs during abatement/demolition.
Notes: LS - Lump Sum; T&M - Time & Materials; MPCA - Minnesota Pollution Control Agency. (1) Some costs are budgetary in nature because a formal project design has not yet been completed. (2) Cost does not include MPCA Brownfield program review changes which will be billed to the Dakota County CDA directly by MPCA. TBD - To be determined once abatement and demolition specifications have been prepared and contractor bids received.					



Appendix D

Conflict of Interest Form
Trade Secret Information Form

ATTACHMENT E
NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME:

Braun Intertec Corp.

FEDERAL TAX ID NUMBER:

41-1684205

Company Address:

11001 Hampshire Ave. S.

City:

Minneapolis

State:

MN

Zip Code:

55438-2424

Contact Person:

Mark Keefer

Title:

Director

Phone Number:

952-334-3748

Email:

mkeefe@braunintertec.com

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or Consultant to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.


Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any Dakota County Community Development Agency (the "CDA") employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any CDA employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or

2. A Corporate Executive and any CDA employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any CDA employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to the CDA in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Proposals and all terms of our bid, proposal or quote response.

 _____ Authorized Signature	 _____ Senior Vice President Title
--	---

 2/5/25 _____ Date

**ATTACHMENT F
TRADE SECRET FORM**

The following form must be provided by responding Consultants to assist the Dakota County Community Development Agency in making appropriate determinations about the release of data provided in the Consultant's bid or proposal.

All responders must select one of the following boxes:

- ☒ My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Submit this form as part of the Bid or Proposal response



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 6C

DEPARTMENT: Administration

FILE TYPE: Regular - Informational

TITLE

Legislative Update

PURPOSE/ACTION REQUESTED

Receive an update on federal and state legislative activities as they relate to the Dakota County CDA.

SUMMARY

Staff will provide updates on state and federal legislative activities of interest to the Dakota County CDA.

ATTACHMENTS

None.

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications

Author: Sara Swenson



Board of Commissioners

Request for Board Action

Meeting Date: February 18, 2025

Agenda #: 6D

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Informational

TITLE

Discussion On Economic Development Strategies

PURPOSE/ACTION REQUESTED

Expand upon the July 24 Economic Development Workshop discussion and For Year End 2026 budget impacts

SUMMARY

The Dakota County CDA Board of Commissioners held an economic development workshop on July 24, 2024, to discuss the current Economic Development Strategy, review the 2019 – 2023 strategic activities, and identify desired future economic development activities.

The February 18, 2025, discussion will build upon the July 24 workshop seeking Commissioners' recommendations on how current and potential additional economic development activities should be reflected in the July 1, 2025 – June 30, 2026, budget.

RECOMMENDATION

N/A

EXPLANATION OF FISCAL/FTE IMPACTS

Budgetary recommendations will be discussed but not approved at this meeting.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

CONTACT

Department Head: Lisa Alfson, Director of Community and Economic Development

Author: Lisa Alfson



Business Advisor for Dakota County: Natalie Mouilso, nmouilso@mccdmn.org, 952-451-6390
Fourth Quarter – 12/31/2024

Clients Served YTD

Client Inquiry	01
Existing - Challenged	23
Existing -Opportunity	57
Pre-start planning	56
Start-up	28
Total	165

Business Owner Demographics YTD

	# of Clients
Low-Income Owned	78 (47%)
BIPOC or Immigrant Owned	89 (52%)
Woman Owned	81 (49%)

Financing & Access to Capital YTD

Loans & Grants		
Approved	(YRLY Total)	\$ 223,790.00
Equity	(YRLY Total)	\$ 721,260.00
Facilitated/Other	(YRLY Total)	\$ 97,000.00
Total Investment		\$1,042,050.00

Program Hours

	TA	Program HRS
1 st QTR	370.75	251
2 nd QTR	499.75	238
3 rd QTR	301.25	178
4 th QTR	332.25	223
Total	1,504.00	890

TA: Client Meetings, Providing Resources, Client Calls, Client Deliverables, Loan Packaging

Program HRS: City Initiatives, Program Outreach, Public Events, City Meetings, Research, Data/Admin, General Inquiries

Industry Segment YTD

Construction / Real Estate	04
Food	28
Health/Fitness	16
Manufacturing	04
Consulting	13
Retail	26
Service	38
Technology	02
Other/Undecided	34
Total	165

Referral Source YTD

Bank Referral	23
Entrepreneur	11
Friends and Family	19
Municipality	30
MCCD Partner	18
Other	19
Web	51
Total	165

City YTD	Business	Resident
-----------------	-----------------	-----------------

Apple Valley	24	19
Burnsville	29	14
Eagan	23	17
Farmington	07	11
Hastings	07	04
Inver Grove Heights	08	10
Lakeville	20	25
Mendota Heights	01	01
Rosemount	07	09
South St. Paul	10	06
West St. Paul	09	05
Other Dakota Co.	02	04
Other/ No Data	18	40

Direct Financing & Access to Capital**Business Type:** fast casual pizza franchise

Business City: Apple Valley

Residence City: Lakeville

Referred by: Bank Partner

MCCD Financing: \$42,000

Owner Equity: \$460,000

Other Financing: \$18,000 MN DEED Small Business Loan Participation Program

Overview: MCCD began working with this recent startup in Fall, 2023. The business sought working capital to implement a marketing plan to build local awareness and grow sales. Through MCCD, the business spent four months working closely with a bookkeeping/accounting advisor to gain skills and expertise in financial management of the business. They wrote a marketing plan and met with independent consultants to get additional insight into their business operations. The business was approved for the MCCD loan in early April with 30% participation from [MN DEED SBLPP](#). The business is owned by four immigrants and is expected to employ a total of 7 after the market plan is implemented.

Business Type: coffee & empanada trailer

Business City: Mobile business, primarily in Rosemount, Lakeville, and Burnsville

Residence City: Apple Valley

Referred by: City of Rosemount

MCCD Financing: \$33,500

Owner Equity: \$5,000

Overview: Open to Business began working with this client in March 2023 after he was referred by the City of Rosemount. This entrepreneur had a strong culinary background with dreams of opening a restaurant or coffee shop. He decided to start with a mobile food cart to prove out his business concept and generate a local following. The business launched later in 2023 serving coffee, espresso, and handmade empanadas. By early 2024 it was clear that there was strong demand, and the business was ready to take it to the next level. The business was approved for an MCCD loan to finance a fully customized food trailer which will add capacity, streamline operations, and increase efficiency. You can find this food trailer at summer farmers markets in Rosemount, Lakeville, and Burnsville and other community events including the Rosemount High School Spring and Fall Craft Fair, the Apple Valley Home and Garden Expo, and the Rosemount Community Expo.

Business Type: Mexican food trailer

Business City: Mobile business, primarily in West Saint Paul

Residence City: West Saint Paul

Referred by: Bank Partner, Blaze Credit Union

MCCD Financing: \$50,000

Owner Equity: \$26,500

Overview: This startup food trailer business is named after the client's mother and will serve authentic Mexican street tacos, burritos, gorditas, birria quesadillas, and salsas all based on family recipes as well as vegetarian and vegan friendly options. The entrepreneur has a strong background in food service and has always dreamed of having his own restaurant. He also believes in giving back to the community and sees his food trailer as an excellent way to support local sporting events and sports boosters programs. Look for the trailer at farmers markets, sports events, local schools, breweries, and parties in West Saint Paul.

Business Type: bubble tea franchise
Business City: Apple Valley
Residence City: Savage
Referred by: Bank Partner, Royal Credit Union
MCCD Financing: \$50,000
Owner Equity: \$224,086
Other Financing / Funding: \$72,000

Overview: This business owner is bringing a nationally recognized bubble tea franchise to Apple Valley. With decades of retail experience, the entrepreneur and her husband are well prepared to open their own bubble tea store. They approached MCCD through a banker referral in February and we worked together through the initial planning process. The loan request for working capital was approved in July. This BIPOC & immigrant owned business will create jobs for both owners as well as 3 other jobs for the community. The grand opening is planned for mid-August.

“Natalie is the best loan officer ever; she has been so kind and helpful. This loan has helped a lot with our cashflow and inventory purchase, and I would definitely refer other business owners to MCCD!” – MCCD Loan Client, Apple Valley

Business Type: online kids retailer
Business City: West Saint Paul
Residence City: Inver Grove Heights
Referred by: MCCD Loan Client
MCCD Financing: \$25,630
Owner Equity: \$3,300
Other Financing / Funding: \$4,000

Overview: MCCD approved a \$25,000 loan to a growing WSP business. This business is an online retail store that’s been in business for about 3 years. The business came to MCCD seeking funding to establish an office location for business operations. The business does not plan to have a storefront, yet, but the new location will allow the business to grow and maximize the online store’s capabilities and sales. The loan will retain a full-time job for the owner and create a new part-time job. The business is Hispanic and low income owned.

“I am very grateful for all the support and guidance I received from MCCD. I would recommend to anyone looking to start or grow their business.” – MCCD Loan Client, West Saint Paul

Business Type: Salon Suite
Business City: Eagan
Residence City: Farmington
Referred by: Bank Partner, Minnwest Bank
MCCD Financing: \$20,000
Owner Equity: \$1,619

Overview: MCCD approved a \$20,000 loan to this industry veteran. After 10 years working in a salon as an employee, this business owner decided to break out on her own and establish her own brand and business in a salon suite building in Eagan. The business owner has the knowledge, expertise, and clientele to set herself up for success and MCCD provided the working capital for her equipment, inventory, and supplies for the space.

“Yes, I would recommend MCCD to another business owner! This is a great option for a small business loan and to keep the interest rate low!” – MCCD Loan Client, Eagan

Business Type: Consulting & Marketing
Business City: South Saint Paul
Residence City: South Saint Paul
Grant Facilitated: \$3,000
Owner Equity: \$500

Overview: This entrepreneur has been working with OTB since August of 2023, carefully planning her consulting business which specializes in marketing & branding. The entrepreneur is a low-income single parent and in the face of these challenges, she continues to build a strong small business plan with support from MCCD and our partners over the past 1.5 years. In December 2024, the entrepreneur completed the St. Thomas SBDC's Community Entrepreneurship program and secured the funding needed to move her business forward, a \$3,000 grant for equipment & supplies. The entrepreneur has also been working with Vocational Rehab Services and expects to receive a second grant, for \$4,000, in 2025 through that program.

Credit Builder Loans

In collaboration with nonprofit partners who provide credit building & financial awareness counseling, MCCD provides Credit Builder Loans (CBLs) to qualified applicants seeking to improve their personal credit. Credit Builder applicants complete financial training through MCCD's partners and are then referred to MCCD for a CBL. MCCD generates and services CBLs in-house.

2024 Credit Builder Loans YTD	
Resident City	Loan Amount
Inver Grove Heights	\$240
Burnsville	\$240
Burnsville	\$240
Eagan	\$240
Lakeville	\$240
South Saint Paul	\$500
Eagan	\$240
Lakeville	\$240
Lakeville	\$240
Lakeville	\$240
TOTAL	\$2,660

Highlights, Networking, & Outreach

Staffing Updates

- MCCD welcomes Howard Bailey as our new Senior Loan Officer. Howard brings a wealth of experience in underwriting for community mortgage programs, including FHA, USDA, and VA loans. We are thrilled to welcome him to the team.

Programming, Partnerships, & Trainings

- November 1 – MCCD receives a renewal of our contract agreement to be a lending partner for [MN DEED's Emerging Entrepreneur Loan Program \(EELP\)](#) through August 2026. The EELP has been in existence for many years and MCCD has long utilized these loan funds to provide capital for businesses that are owned and operated by minorities, low-income persons, women, veterans and/or persons with disabilities. Our recent allocation is \$150,000 in nonrecourse funds. Loans made through EELP have the added benefits of zero closing costs paid by the borrower and up to 10% forgiveness of the loan's principal balance after two years of timely payments.
- November 7 – MCCD rolls out a new lending mentorship program for business advisors and loan officers. Each team member is paired with a mentor to guide them through the loan underwriting process in a manner that aligns with their preferred learning style and specific needs.
- November 14 – MCCD celebrated its 35th birthday with breakfast, networking, and music at the Historic Coliseum Building. Our program of guest speakers included community partners from MN DEED, SBA, MN Housing, Riverton Community Housing, Family Housing Fund, Shake LLC, and Redesign, Inc. Thank you to our speakers, attendees, and to our sponsors for supporting our mission to advance racial and economic justice.
- November 21 – MCCD sponsored a virtual and in-person informational session: Small Businesses & The Corporate Transparency Act: Last Chance to Comply presented by local attorneys from Stinson LLP and Minnesota Law students.
- December – MCCD published our 2023-2024 [Annual Report](#) summarizing programming and milestones from the past year as well as what to expect in 2025.
- February 18 – In 2025, MCCD will host [hybrid lending info sessions](#) every other week via zoom and in person at the MCCD office. The sessions are designed to give potential loan applicants a solid understanding of our loan application process.

Advertising & Outreach

- In the last quarter, banker and lender outreach occurred specifically with Drake Bank, Choice Bank, Coulee Bank, Lakeview Bank, Merchants Bank, Minnwest Bank, Royal Credit Union, Think Bank, US Bank, and Wings Credit Union.
- In addition to lending outreach, written or in-person presentations were made and/or networking efforts were made including with the City of South Saint Paul meeting on Nov 12, the UMN Law School ongoing partnership discussions, and a presentation to Dakota County CDA & Cities on Dec 19 as well as regular check ins with City of Farmington and Dakota County CDA.
- The Open to Business advertisement library is up to date with the most recent ads and flyers for OTB. New ads will be created and updated periodically so keep checking back. The library was created to help streamline how we share ads with partners and to give partners direct access to choose ads that meet their needs. Access the Ad Library [here](#).

Quarterly Highlight

On November 14th, MCCD celebrated its 35th birthday with breakfast, networking, and music at the Historic Coliseum Building. Our program of guest speakers included community partners from MN DEED, SBA, MN Housing, Riverton Community Housing, Family Housing Fund, Shake LLC, and Redesign, Inc.



“Moving into 2025, we’ve sharpened our focus and re-dedicated ourselves to leveraging and stewarding resources in ways that build on the inherent assets and leadership in communities that have been impacted by generations of exclusion and extraction. We’re reimagining how we can better support the community development sector across the state to deepen practitioner skills, expand its ability to engage in public policy and elevate BIPOC leadership.”

– Elena Gaarder, MCCD Chief Executive Officer & Gunnar Carlson, Chair, Board of Directors