



Dakota County CDA Board of Commissioners

Agenda

Meeting Date: December 16, 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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4. Federal Public Housing And Housing Choice Voucher

Consent Agenda

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- G. Award Contract For Access Control Replacement At Vermillion River Crossing (Farmington) And Haskell Court (West St. Paul) 68

6. Regular Agenda

- A. Open And Continue A Public Hearing Regarding A Housing Finance Program And The Issuance Of Multifamily Housing Revenue Note (Old County 34 Project, Burnsville) 73
- B. Authorize The Levy Of A Special Benefit Tax Pursuant To Minnesota Statutes 469.033, Subd. 6 And 383D.41 75
- C. Update On Use Of CDA Administered Local Affordable Housing Aid Funds 79
- D. Discussion Of CDA Board Officer Appointments For 2026
- E. Executive Director Update
- F. Closed Executive Session: Executive Director Annual Performance Evaluation 84

7. Information

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 Meetings:

January 20, 2026

Annual Meeting – 3 p.m.

CDA Board of Commissioners Regular Meeting – 3:15 p.m.

Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123



Board of Commissioners

Meeting Minutes

Meeting Date: October 21, 2025

3:00 PM

Boardroom; CDA Office, Eagan, MN

Commissioner Hamann-Roland called the meeting to order at 3:00 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
Kaili Braa, Assistant 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
Travis Finlayson, Assistant Director of Housing Assistance
Anna Judge, Director of Property Management
Ken Bauer, Director of Finance
Chris Meyer, Assistant Director of Finance

Others in attendance:

Erin Stwora, Dakota County
Heidi Welch, Dakota County
Brian Wisdorf, Dakota County
Colin Manson, The Huerkamp Home Group/Keller Williams
Mikaela Huot, Baker Tilly
Jake Emeott, Baker Tilly
Ben Boike, City of West St. Paul
Josh Brandsted, Greco Properties
Austin Peterson, Greco Properties

AUDIENCE

No audience members addressed the Board.

APPROVAL OF AGENDA AND MEETING MINUTES

25-7027 Approval Of Agenda And Meeting Minutes

BE IT RESOLVED, by the Dakota County Community Development Agency Board of Commissioners, that the agenda for the November 18, 2025 Regular Board meeting be approved as written.

BE IT FURTHER RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the minutes for the October 21, 2025 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

No items.

CONSENT AGENDA

25-7028 Approval Of Record Of Disbursements – October

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

25-7029 Establish Date For A Public Hearing Regarding A Housing Finance Program And The Issuance Of Multifamily Housing Revenue Notes Or Bonds (Old County 34 Project, Burnsville)

WHEREAS, pursuant to Minnesota Statutes, Chapter 462C (the "Act"), the Dakota County Community Development Agency (CDA) is authorized to carry out programs to finance multifamily housing which is designed to be affordable to persons of low - and moderate-income; and

WHEREAS, the CDA received an application from Burnsville Housing Limited Partnership, a Minnesota limited partnership (the "Owner"), requesting the CDA to issue an amount not to exceed \$20,000,000 of multifamily housing revenue notes or

bonds in one or more series of tax-exempt and/or taxable obligations (the “Bonds”) and loan the proceeds thereof to the Owner to finance the acquisition, construction and equipping of the approximately 120-unit multifamily building for low- and moderate-income households (the “Project”), to be located at 2316 Old County 34 Place and 2420 Old County Road 34 Place in the City of Burnsville, Minnesota; and

WHEREAS, the Act requires as a condition precedent to issuance of the Bonds that the CDA adopt a housing finance program (the “Program”) for the Project, following a public hearing for which notice is published at least 10 days in advance; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) prior to issuing tax-exempt bonds, the CDA is required to hold a public hearing regarding the issuance for which notice is published at least 7 days in advance; and

WHEREAS, the Owner has requested that the CDA make a declaration of official intent to issue the bonds in order to permit the Owner to incur certain costs for which it may be reimbursed from proceeds of the Bonds, if and when used.

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

1. That a public hearing will be held by the CDA on December 16, 2025, at or after 3 p.m. for the purpose of receiving comments regarding the Program and the issuance of the Bonds in order to satisfy the requirements of the Act and Section 147(f) of the Code.
2. That the Executive Director of his designee is hereby authorized and directed to cause notice of such public hearing to be published in a newspaper of general circulation in Dakota County, and to cause a copy of the Program to be submitted to the Metropolitan Council, not fewer than ten (10) days prior to such hearing.
3. That the CDA hereby indicates its intention to issue the Bonds to finance the Project, subject to the CDA, the Owner and the purchaser of the Bonds reaching agreement as to terms and conditions of the bonds, satisfaction of the procedural requirements and completion of documents in form and substance satisfactory to the CDA. This statements is not a commitment form the CDA to issue the Bonds and final approval of the issuance is subject to further review by the CDA; however, this statement constitutes a declaration of official intent by the CDA, for purposes of Section 1.150-2 of the Treasury Regulations, to reimburse expenditures by the Owner for the Project from proceeds of the Bonds, if and when issued.

25-7030 **Authorization To Carry Forward Unused 2025 Private Activity Bond Volume Cap**

WHEREAS, as an entitlement issuer, within the meaning of Minnesota Statutes, Section 474A.02, Subd. 7, the Dakota County Community Development Agency

("CDA") has received an allocation of 2025 private activity bond volume cap in the amount of \$33,883,402 ("2025 Volume Cap"); and

WHEREAS, pursuant to §146(f) of the Internal Revenue Code of 1986, as amended ("Section 146"), the CDA may carry forward all 2025 Volume Cap remaining unused at the end of 2025 ("Unused 2025 Volume Cap") for use within the next three calendar years for a specified carryforward purpose; and

WHEREAS, the Dakota County CDA intends to carry forward its Unused 2025 Volume Cap remaining on December 31, 2025, for qualified carryforward purposes.

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

1. The Dakota County CDA hereby carries forward its Unused 2025 Volume Cap for the purpose of providing qualified residential rental projects.
2. The Dakota County CDA hereby elects to carry forward its Unused 2025 Volume Cap for such purposes and authorizes and directs the Executive Director to execute and cause to be filed with the IRS a Form 8328 specifying the amount of Unused 2025 Volume Cap and the foregoing carryforward purposes. Form 8328 shall be filed with the IRS on or before February 15, 2026. The Executive Director is further authorized to notify Minnesota Management and Budget of such carryforward at such time and as required by Minnesota Statutes, chapter 474A.

25-7031 **Adoption Of The 2026 CDA Merit Compensation Policy And Plan**

WHEREAS, the CDA wishes to maintain market competitive compensation in order to remain an effective and efficient government agency, and promote organizational consistency and equity between CDA employees and those of other public agencies.

WHEREAS, the Dakota County CDA Board initially implemented the CDA Merit Compensation Policy and Plan (the Plan) on January 1, 1993, to provide a performance-based salary review program for CDA employees; and

WHEREAS, the Plan requires that the CDA Board annually adopt a merit matrix and salary structure.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of commissioners, that the 2026 CDA Merit Compensation Policy and Plan, Pay Equity Structure, and Merit Matrix be adopted for implementation on January 1, 2026 with the following provisions:

- Salary ranges increase 4.25 percent above 2025 salary ranges.
- The merit matrix provides for a combination of 0.0 to 7.25% adjustments; and

25-7032 **Authorization To Amend The Architectural Contract With LHB, Inc. As General Partner Of The Denmark Trail Workforce Housing Limited Partnership (Farmington)**

WHEREAS, the CDA Board acting as the General Partner of the Denmark Trail Workforce Limited Partnership approved an architectural contract with LHB, Inc. for the full design and construction administration of Denmark Trail Townhomes; and

WHEREAS, a new public road was installed south of the property and the City required that the CDA connect to that public road to meet spacing guidelines on Denmark Trail; and

WHEREAS, additional civil engineering work is required to make revisions to the existing road and connection to the new road; and

WHEREAS, staff is recommending the amendment to the contract with LBH, Inc for \$4,995 for additional civil engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of commissioners, that the Executive Director as General Partner of the Denmark Trail Workforce Housing Limited Partnership is authorized to approve an amendment to the existing contract for \$4,995.

Motion: Commissioner Slavik
Ayes: 7 Nays: 0

Second: Commissioner Halverson
Abstentions: 0

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

REGULAR AGENDA

- 25-7033 **Conduct Public Hearing To Receive comments On The Disposition Of DCCDA Section 18, LLC Properties And Authorization To Enter Into Purchase Agreements With 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 a notice is published; and

WHEREAS, a notice of the public hearing was published in the Dakota County Tribune per Minnesota Statute Sec. 469.105; and

WHEREAS, 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'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, Lynn & Dave Bester, a qualified buyer, submitted the highest and/or best offer to purchase 3370 201st Street, Farmington; and

WHEREAS, Jesus Santos Fuentes Elizondo, a qualified buyer, submitted the highest and/or best offer to purchase 249 Elm Drive, Apple Valley, and Annamarie Frankovich, submitted the second highest and/or best offer/bid; and

WHEREAS, a public hearing was conducted on November 18, 2025, on the proposed terms of the sale of the properties.

Address	Buyer	Contingency Buyer
3370 201 st Street, Farmington	Lynn & Dave Bester	N/A
148 Spruce Street, Apple Valley	Jesus Santos Fuentes Elizondo	N/A
249 Elm Drive, Apple Valley	Ronni Harmer	Annamarie Frankovich

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 Purchase Agreements with the buyers; and

BE IT FURTHER RESOLVED, That the public hearing is closed.

Motion: Commissioner Hamann-Roland 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			

25-7034 **Approval Of Contingent Redevelopment Incentive Grant Award For The City Of West St. Paul**

Maggie Dykes presented information and answered questions.

WHEREAS, the Dakota County Community Development Agency (CDA) established a Redevelopment Incentive Grant (RIG) program in 2007 to assist Dakota county cities with the redevelopment of blighted and under-utilized areas; and

WHEREAS, to date, the program has awarded over \$15.7 million to 74 redevelopment projects, 30 planning activities, and 11 environmental investigation activities; and

WHEREAS, of the total awards, \$1,901,544 has been granted to the City of West St Paul (the City) or developers operating in the city; and

WHEREAS, the CDA has \$250,000 of remaining available funds in its Fiscal Year Ending 2026 budget and Dakota County, through its Environmental Resources Department, has an additional \$175,000 of remaining available funds for RIG projects that require environmental remediation; and

WHEREAS, Dakota County cities can apply to receive up to \$250,000 per redevelopment project grant (one per local government) per fiscal year; and

WHEREAS, the City applied requesting \$250,000 for the relocation of a main stormwater sewer line for the redevelopment of an 11-acre site generally located southeast of Robert Street and Thompson Avenue for multi-family apartments, townhomes, commercial and a public park; and

WHEREAS, the City's applications meets the eligibility criteria to receive full funding as listed in the RIG Program Policy and Procedures Guide.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the City of West St. Paul is awarded a RIG project grant up to \$250,000 contingent upon the grantee meeting program guidelines and entering into a grant agreement with the CDA, in form and content acceptable to the Executive Director of the CDA.

Motion: Commissioner Halverson

Ayes: 7

Nays: 0

Second: Commissioner Slavik

Abstentions: 0

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

INFO **Presentation Of Senior Housing Survey Data And Discussion Of Property Management Unit Maintenance Practices**
Kaili Braa and Anna Judge presented information and answered questions regarding the Senior Housing Survey.

25-7035 **Approving The Preliminary Housing Development Plan For The Development Of CDA Senior Housing And Authorizing Staff To Obtain Necessary Approvals To Implement The Plan**
Tony Schertler and Mikaela Huot presented information and answered questions.

WHEREAS, the Dakota County Community Development Agency (CDA) initiated its Senior Capital Improvement Plan (CIP) in 1989 and completed Phase I in 1998; and

WHEREAS, Phase II was adopted in 1997 and amended in 2000 and 2003 and was completed in 2007; and

WHEREAS, Phase III to the CIP was adopted in 2006 and was completed in 2021; and

WHEREAS, those three phases of development provide 1,845 units of affordable housing to seniors with one building providing general occupancy affordable housing; and

WHEREAS, there remains a need for affordable senior housing as demonstrated in the market demand studies conducted by Bowen National Research in 2024 and by waiting list data for existing CDA buildings and rent assistance programs; and

WHEREAS, CDA staff has engaged Baker Tilly to update the Senior Housing Development Plan (the “Plan”); and

WHEREAS, the Plan includes several scenarios analyzing the financial Capacity for the CDA to construct up to 651 additional new senior housing units; and

WHEREAS, the Dakota County CDA Board of Commissioners desires to develop next Phase of the Senior Housing Capital Improvement Plan by developing a Senior Housing Development Plan.

NOW, THEREFORE, BE IT RESOLVED that staff is directed to seek necessary approvals to implement the first project (Hillcrest II in Inver Grove Heights) of the proposed Plan.

Motion: Commissioner Halverson 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			

INFO

Discussion Of 2026 CDA Board Meeting Dates

Sara Swenson provided information and answered questions.

INFO

Executive Director Update

Tony Schertler provided updates.

INFORMATION

No items.

25-7036 **Adjournment**

BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners, hereby adjourns until Tuesday, December 16, 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			

The CDA Board meeting adjourned at 4:31 p.m.

Clerk to the Board



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 4A

DEPARTMENT: Administration

FILE TYPE: Federal - Consent

TITLE

Adoption Of The 2026 CDA Board Of Commissioners Meeting Schedule

PURPOSE/ACTION REQUESTED

Adopt 2026 CDA Board of Commissioners meeting schedule.

SUMMARY

Staff discussed meeting dates for 2026 at the November CDA Board meeting. It is recommended that the monthly CDA Board meetings for 2026 be held as follows:

- Tuesday, January 20, 2026 – Annual Meeting at 3 p.m.; Regular Meeting at 3:15 p.m.
- Tuesday, February 17, 2026 – Regular Meeting at 3 p.m.
- Tuesday, March 24, 2026 – Regular Meeting at 3 p.m.; Budget Workshop at 4 p.m.
- Tuesday, April 21, 2026 – Regular Meeting at 3 p.m.
- Tuesday, May 19, 2026 – Regular Meeting at 3 p.m.
- Tuesday, June 23, 2026 – Regular Meeting at 3 p.m.
- Tuesday, July 21, 2026 – Regular Meeting at 3 p.m.
- Tuesday, August 18, 2026 – Regular Meeting at 3 p.m.
- Tuesday, September 22, 2026 – Regular Meeting at 3 p.m.
- Tuesday, October 27, 2026 – Regular Meeting at 3 p.m.
- Tuesday, November 17, 2026 – Regular Meeting at 3 p.m.
- Tuesday, December 15, 2026 – Regular Meeting at 3 p.m.

All meetings will be held at the CDA's office located at 1228 Town Centre Drive in Eagan.

RECOMMENDATION

Staff recommends adoption of the meeting schedule for 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

NOW, THEREFORE BE IT RESOLVED That the Dakota County Community Development Agency Board of Commissioners hereby adopts the following 2026 meeting schedule:

- Tuesday, January 20, 2026 – Annual Meeting at 3 p.m.; Regular Meeting at 3:15 p.m.
- Tuesday, February 17, 2026 – Regular Meeting at 3 p.m.

- Tuesday, March 24, 2026 – Regular Meeting at 3 p.m.; Budget Workshop at 4 p.m.
- Tuesday, April 21, 2026 – Regular Meeting at 3 p.m.
- Tuesday, May 19, 2026 – Regular Meeting at 3 p.m.
- Tuesday, June 23, 2026 – Regular Meeting at 3 p.m.
- Tuesday, July 21, 2026 – Regular Meeting at 3 p.m.
- Tuesday, August 18, 2026 – Regular Meeting at 3 p.m.
- Tuesday, September 22, 2026 – Regular Meeting at 3 p.m.
- Tuesday, October 27, 2026 – Regular Meeting at 3 p.m.
- Tuesday, November 17, 2026 – Regular Meeting at 3 p.m.
- Tuesday, December 15, 2026 – Regular Meeting at 3 p.m.

BE IT FURTHER RESOLVED, That the location for all of the 2025 meetings will be Boardroom at the CDA's office located at 1228 Town Centre Drive, Eagan, MN 55123.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

None.

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications

Author: Sara Swenson



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 4B

DEPARTMENT: Housing Assistance

FILE TYPE: Federal - Consent

TITLE

Approval Of Amendments To The Housing Assistance Department Administrative Plan

PURPOSE/ACTION REQUESTED

Approve amendments to the Housing Assistance Department Administrative Plan related to the Bring It Home rental assistance program.

SUMMARY

The Dakota County Community Development Agency (CDA), as the administrator of the federal Housing Choice Voucher (HCV) program, is required to adopt and maintain an Administrative Plan to delineate the mandatory and discretionary policies used to govern the program. Periodically, the plan needs to be updated as the U.S. Department of Housing and Urban Development (HUD) adopts new or revised regulations and as the agency determines a need to revise its policies.

The Dakota County CDA is adding policies for the state funded Bring It Home rental assistance program that have been approved by Minnesota Housing.

RECOMMENDATION

Staff recommends approval of the amendments to the Housing Assistance Department Administrative Plan.

EXPLANATION OF FISCAL/FTE IMPACTS

None

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA), as an administrator of rental assistance programs, is required to adopt and maintain an administrative plan to delineate the policies used to govern the programs; and

WHEREAS, the Dakota County CDA has made an update to the Housing Assistance Department Administrative Plan to add policies for the administration of the state funded Bring It Home rental assistance program.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the amendments to the Housing Assistance Department Administrative Plan is approved.

PREVIOUS BOARD ACTION

8/26/2025; 25-7001

ATTACHMENTS

Attachment A: Housing Assistance Department Administrative Plan

CONTACT

Department Head: Lisa Hohenstein, Director of Housing Assistance

Author: Lisa Hohenstein



HOUSING ASSISTANCE DEPARTMENT ADMINISTRATIVE PLANS

Submitted to HUD: December 20, 2010

Amendments Approved by the CDA Board of Commissioners: December 16, 2025

PART VIII: BRING IT HOME RENTAL ASSISTANCE PROGRAM

18-VIII.A. OVERVIEW

The Bring It Home Rental Assistance Program, also referred to as “Bring It Home”, is a tenant and project-based rental assistance program for low-income families funded by state appropriations and metro sales tax for housing.

18-VIII.B. ELIGIBILITY

The program provides rental assistance for cost-burdened households earning up to 50% area median income (AMI) or less. Cost-burdened households mean a household that is paying more than 30% of the household’s annual income on rent. Priority for rental assistance shall be given to households with children 18 years of age and under and annual incomes of up to 30% of the AMI.

18-VIII.C. OUTREACH AND REFERRALS

Referrals will be accepted from a variety of community partners that can identify potentially eligible households that meet the program priorities/criteria.

18-VIII.D. APPLICATIONS, WAITING LIST AND TENANT SELECTION

The CDA will operate a separate waiting list for the Bring It Home Rental Assistance Program. Applicants will be placed on the waiting list based on the date and time of referral categorized in the following order:

1. Dakota County Resident – lease in place
2. Dakota County Resident – search for housing (cannot lease in place due to no fault of their own (such as staying in hotel or shelter, landlord/owner will not accept the subsidy, unit will not pass inspection requirements)
3. Non-Resident – search for housing

Within the above categories the following three subcategories will be applied:

1. Households with children 18 and under, up to 30% AMI
2. Households with children 18 and under, 31-50% AMR
3. Households, up to 30% AMI
4. Households, 31-50% AMI

When making eligibility determinations, criminal background screening will not be conducted. However, the Dru Sjodin National Sex Offender website will be referenced. Anyone on this registry will be denied rental assistance.

In preparation for admission to the Housing Choice Voucher Program, the Dakota County CDA will collect birth certificates (when applicable) and Social Security cards for all household members.

18-VIII.E. INCOME AND SUBSIDY DETERMINATIONS

Income and assets will be determined and verified in accordance with chapters 6A and 7A of the Housing Choice Voucher Administrative Plan.

The Bring It Home Rental Assistance Program will not use childcare or medical deductions. It will use the elderly/disabled and dependent deductions. Additionally, the Bring It Home Rental Assistance Program will not provide a Utility Reimbursement Payment (URP).

18-VIII.F. MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

Bring It Home Rental Assistance must be used in Dakota County and is not portable to other jurisdictions.

18-VIII.G. SPECIAL HOUSING TYPES

Homeownership is not an option under the Bring It Home Rental Assistance Program.

18-VIII.H. RENT REASONABLENESS AND SUBSIDY STANDARD

The Dakota County CDA will not conduct rent reasonableness determinations for the Bring It Home Rental Assistance Program, except where there are unassisted units within the same property.

Households will be permitted to rent/remain housed in a unit up to 120% of the payment standard and/or pay up to 50% of their income towards rent where the Dakota County CDA can demonstrate that choices are severely restricted, the alternative would be homelessness, or housing instability and all other options have been exhausted.

18-VIII.I. PROGRAM ADMINISTRATION

The Dakota County CDA will allow shorter-term leases, including month-to-month and rental agreements that are not in a standard form where the Housing Provider would otherwise refuse to rent, or maintain residency, for the household.

During program participation, all changes in household composition, income and assets are required to be reported, in writing, to the Dakota County CDA within 30 days. If the change reported is an income decrease, an adjustment will be processed, if applicable. If the reported change is an increase, the Dakota County CDA will evaluate the increase to ensure that it meets the \$500/month threshold. If the change does not meet this threshold, no change will be required.

The CDA will apply the policies in this Plan that are not addressed in the Bring It Home Rental Assistance Program Policies.



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5A

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of Record Of Disbursements – November 2025

PURPOSE/ACTION REQUESTED

Approve Record of Disbursements for November 2025

SUMMARY

In November 2025, the Dakota County Community Development Agency (CDA) had \$7,728,223.61 in disbursements and \$588,654.62 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 November 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

These disbursements are included in the Fiscal Year Ending June 30, 2026 budget.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

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

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements – November 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 November 2025**

	Date	Amount	Total
Common Bond Housing			
	11/20/25	<u>\$ 14,137.98</u>	
			\$ 14,137.98
Disbursing			
	11/01/25	\$ 26,181.00	
	11/06/25	\$ 828,839.53	
	11/13/25	\$ 494,533.55	
	11/20/25	\$ 1,112,628.94	
	11/26/25	<u>\$ 409,026.71</u>	
			\$ 2,871,209.73
HOPE Program			
	11/12/25	<u>\$ 750,000.00</u>	
			\$ 750,000.00
Housing Assistance			
	11/01/25	\$ 3,086,877.23	
	11/13/25	<u>\$ 128,759.00</u>	
			\$ 3,215,636.23
Housing Development & Renewal			
	11/03/25	<u>\$ 877,239.67</u>	
			\$ 877,239.67
Total Disbursements			<u><u>\$ 7,728,223.61</u></u>
November 2025 Payroll			
	11/14/25	\$ 290,808.24	
	11/28/25	<u>\$ 297,846.38</u>	
Total Payroll			<u><u>\$ 588,654.62</u></u>

Disbursement detail is available in the Finance Office



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5B

DEPARTMENT: Administration

FILE TYPE: Regular - Consent

TITLE

Authorization To Execute Joint Powers Agreement With Dakota County Attorney's Office For Legal Services

PURPOSE/ACTION REQUESTED

Authorize Executive Director to execute a joint powers agreement (JPA) with Dakota County Attorney's Office for legal services.

SUMMARY

In 2022, the CDA entered into a JPA with Dakota County to procure, as needed, legal services.

The current JPA expires on December 31, 2025. The County Attorney's Office and CDA desire to renew JPA for two years and a drafted document is Attachment A.

RECOMMENDATION

Staff recommends authorizing the Executive Director to execute the JPA with the Dakota County Attorney's Office. The agreement is for two years unless either entity chooses to discontinue participation.

EXPLANATION OF FISCAL/FTE IMPACTS

Costs for services outlined in the JPA are incorporated into the CDA's annual budget. The County Attorney's office will charge \$242 per hour in 2026 for attorney time and \$132 for paralegal time. The rates in 2027 will be \$251 per hour for attorney time and \$138 for paralegal time.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the current agreement for Legal Services between the Dakota County CDA and Dakota County Attorney's Office expires on December 31, 2025; and

WHEREAS, the CDA wishes to continue to procure these services from the Dakota County Attorney's Office; and

WHEREAS, the Dakota County Attorney's Office is willing to provide these services to the CDA.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to execute a joint powers agreement between the Dakota County CDA and the Dakota County Attorney's Office to procure legal services as needed through December 31, 2027.

PREVIOUS BOARD ACTION

24-2914; 12/4/2024

ATTACHMENTS

Attachment A: Joint Powers Agreement for legal services

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications

Author: Sara Swenson

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

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

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

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

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

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

1. **Purpose.** The purpose of this Agreement is to enable the Dakota County Attorney's Office to provide legal services to the CDA, as detailed herein, and for the CDA to secure such services from the Dakota County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026, and shall continue in full force until December 31, 2027, unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to the CDA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. The CDA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the CDA to obtain legal services from the Dakota County Attorney's Office.
 - d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the CDA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall inform the Dakota County Manager and the CDA Executive Director of the conflict and its effect on the Dakota County Attorney's Office's representation of the CDA and the County and/or County Departments. The Dakota County Manager and the CDA Executive Director, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the

information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

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

4. **Payment for Services.**

- a. Hourly Rate. The CDA shall pay for legal services at the following rates: \$242 per hour for attorney time and \$132 per hour for paralegal time in 2026, and \$251 per hour for attorney time and \$138 per hour for paralegal time in 2027.
- b. Costs. The CDA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the CDA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice the CDA on a monthly basis for legal services provided to the CDA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the CDA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, the CDA shall make payment to the Dakota County Attorney's Office within 35 calendar days.

5. **General Provisions.**

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

Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

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

TO THE COUNTY ATTORNEY:

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

TO THE CDA:

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

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

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

ELECTRONIC SIGNATURES

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

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

COUNTY OF DAKOTA

By _____
Kathryn M. Keena
Dakota County Attorney

Date of Signature _____

County Board Res. # _____

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By _____
Tony Schertler
Executive Director

Date of Signature _____

Approved by CDA Board: _____



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5C

DEPARTMENT: Administration

FILE TYPE: Regular - Consent

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a contract amendment with Stinson LLP for state governmental relations services for 2026.

SUMMARY

The Dakota County CDA contracts for state governmental relations services to work with the legislature to ensure that CDA interests are advanced and protected, including both policy and financial interests.

The current contract with Stinson LLP for these services expires on December 31, 2025. A contract amendment for a one-year extension to the contract has been drafted (Attachment A) and reflects the same cost for services paid in 2025 for 2026.

RECOMMENDATION

Staff recommends authorizing the Executive Director to execute the contract amendment to extend the legislative services contract through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The total cost of these services will be \$15,232 and are included in FYE26 and will be included in the FYE27 budget proposal.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County Community Development Agency and Stinson LLP entered into a contract for the provision of state governmental relations services pursuant to CDA Board Resolution 21-6372; and

WHEREAS, a first amendment to the contract was approved by the Board in 2022 (Resolution #22-6619) extending services through December 31, 2024; and

WHEREAS, a second amendment to the contract was approved by the Board in 2024 (Resolution #24-6885) extending services through December 31, 2025; and

WHEREAS, both parties have agreed to a one-year contract extension in the amount of \$15,232 through December 31, 2026.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, Hereby authorizes the Executive Director to execute a second amendment of the contract with Stinson LLP for the provision of governmental relations services under the amended terms and conditions for January 1, 2026 – December 31, 2026, subject to approval as to form by the County Attorney's Office.

PREVIOUS BOARD ACTION

21-6372; 1/19/2021
22-6619; 12/13/2022
24-6885; 9/25/2024

ATTACHMENTS

Attachment A: Drafted Third Amendment of contract between Dakota County CDA and Stinson LLP

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications
Author: Sara Swenson

**THIRD AMENDMENT TO CONTRACT BETWEEN THE DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY AND STINSON LLP
FOR STATE GOVERNMENTAL RELATIONS SERVICES**

WHEREAS, effective January 1, 2021, the Dakota County Community Development Agency ("CDA") and Stinson LLP ("Contractor") entered into a Contract for the provision of governmental relations services; and

WHEREAS, the Contract expires on December 31, 2025; and

WHEREAS, the parties desire to amend the Contract to extend the term of the Contract to December 31, 2026 at the cost of \$15,232.00 for 2026; and

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

NOW, THEREFORE, the parties agree as follows:

1. Section 1, Term of the Contract is amended and replaced to read as follows:

1. TERM. The term of this Contract shall be from January 1, 2021, to and including December 31, 2026, unless earlier terminated by law or according to the provisions herein.

2. Section 3.1, Total Cost of the Contract is amended and replaced to read as follows:

3.1 Total Cost. For the services provided by the Contractor during the six-year term of this Contract, the CDA will pay Contractor a total of Sixty-Six Thousand Eight Hundred Eighty-Six and 20/1000 Dollars (\$66,886.20) to be paid in in eight (8) equal installments of Three Thousand One Hundred Nine and 90/100 Dollars (\$3,109.90) for 2021 and 2022, followed by four (4) quarterly payments of Three Thousand Two Hundred Sixty-Five and 25/100 Dollars (\$3,265.25) for 2023 and four (4) quarterly payments of Three Thousand Four Hundred Twenty-Eight and 50/100 Dollars (\$3,428.50) for 2024, and four (4) quarterly payments of Three Thousand Eight Hundred Eight Dollars (\$3,808.00) for 2025, and four (4) quarterly payments of Three Thousand Eight Hundred Eight Dollars (\$3,808.00) for 2026.

3. All other terms of the Contract between the CDA and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.

4. In any case where this Third Amendment conflicts with the earlier Contract, this Second Amendment shall govern.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates indicated below.

Approved as to form:

**DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY**

Assistant County Attorney/Date
KS-20-527-002

By _____
Tony Schertler
Executive Director
Date of Signature _____

Approved by Dakota County CDA Board
Resolution No.

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

By _____
Paul D. Cassidy
Director
Date of Signature _____



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5D

DEPARTMENT: Administration

FILE TYPE: Regular - Consent

TITLE

Approval Of Amendments To CDA Personnel Policies

PURPOSE/ACTION REQUESTED

- Approve revisions to Policies #290 - Flex Leave and #310 - Leave of Absence.
- Eliminate Policy #295 – Flex Leave Donation.

SUMMARY

Periodically, staff review personnel policies to make amendments that comply with best practices in human resources and to comply with new requirements such as the Minnesota Paid Leave program that is starting on January 1, 2026.

Attached are copies of the following policies along with the changes recommended by staff.

Policy #290 - Flex Leave

- Requiring approval from Executive Director for personal leaves more than 10 business days in length. This language was in Policy #310, but is being added to Policy #290.

Elimination of Policy #295 - Flex Leave Donation.

Changes to Policy #310 - Leave of Absence:

- Revised policy statement.
- Elimination of paid parental leave.
- Added definitions of “Paid Leave” and “Unpaid Leave”.
- Added “Notice Requirements”.
- Added “Return-to-Work” requirements.
- Added references to Minnesota Paid Leave Law.
- Added references to the Americans With Disabilities Act.
- Added references to Minnesota Pregnancy and Parental Leave Law.

RECOMMENDATION

Staff recommends approval of the revisions to the policies.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County CDA's Administration Department regularly reviews policies and procedures and makes recommendations in order to comply with Federal, State and local laws and best practices in human resources; and

WHEREAS, to comply with the new Minnesota Paid Leave law, Human Resources is recommending changes to policies #290 - Flex Leave, #295 - Flex Leave Donation, and #310 - Leaves of Absences.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, adopts the revisions to policies #290 - Flex Leave and #310 - Leaves of Absences and approves of the elimination of Policy #295 – Flex Leave Donation.

BE IT FURTHER RESOLVED, the Human Resources Manager is authorized to implement the policies and communicate the changes to CDA staff.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment A: Policy #290 - Flex Leave

Attachment B: Policy #295 - Flex Leave Donation

Attachment C: Policy #310 - Leave of Absence – edited copy

Attachment D: Policy #310 – Leave of Absence – clean copy

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications

Author: Maria Chernyavsky, Human Resources Manager

FLEX LEAVE**#290**

It has been a continuing objective of the Dakota County CDA to provide equity, consistency and flexibility in the delivery of benefit alternatives to CDA Staff. Where appropriate, certain benefits have also been designed to incorporate employee tenure, so as to recognize and reward loyal service to the CDA. These considerations are particularly significant in the accrual, utilization and administration of paid time off.

This policy provides CDA employees with necessary paid time away from work (Flex Leave). Flex Leave can be utilized for any purpose including, but not limited to, sick and safe time as required by law, subject only to necessary request/approval procedures consistent with law and policy.

ELIGIBILITY

All CDA Employees are eligible to accrue Flex Leave immediately upon hire.

ACCRUAL RATES

Non-Limited Term and Special Grant-Funded Positions working at least 20 hours per week:
These employees accrue Flex Leave on a prorated basis (based on 1.0 FTE equivalency) as listed in the chart below.

Flex Leave Accrual Rates

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
0-5 years	160 hours/20 days
6-10 years	192 hours/24 days
11-15 years	240 hours/30 days
16 or more	304 hours/38 days

Flex Leave accrual changes will occur on the employee's anniversary date. Employees will enter the next accrual rate tier on the anniversary of their hire date every 5 years.

In the instance that a former employee is rehired by the CDA, the employee will be given a year-for-year credit for the total years of past service with the CDA.

New employees hired into non-limited term positions with a minimum of 10 years relevant recent work experience will be eligible to begin employment at the six (6) year Flex Leave accrual rate with approval of the Executive Director.

Non-Limited Term and Special Grant Funded positions working less than 20 hours per week and all other employment positions including, but not limited to, temporary and limited term positions:

These employees accrue Flex Leave at a rate of one (1) hour for every 30 hours worked regardless of tenure or experience up to 48 hours per calendar year.

USE OF FLEX LEAVE

Flex Leave is accrued on a per-pay period basis and may be used as it is accrued. Flex Leave may never be used/paid prior to accrual.

Flex Leave is to be used in increments of not less than 15 minutes, unless utilized along with comp time (since comp time must be used before Flex Leave; in this instance the Flex Leave used may be in any increment. See Policy #170 - Overtime Compensation). In the event that an employee taking Flex Leave does not use an entire 15-minute period, the 15-minute period must still be recorded. With supervisory pre-approval, the employee may adjust the lunch, arrival or departure time or find another mutually agreeable arrangement to compensate for the remaining minutes which were not actually utilized.

If the need to use Flex Leave is foreseeable, the use of Flex Leave must be requested in advance as soon as feasibly possible at least seven (7) days in advance. In the event of a scheduling conflict involving two or more employees seeking the same Flex Leave, excluding leave that the employee designates as sick and safe time as allowed by law, the CDA determines which employee(s) will be granted Flex Leave. The supervisor must approve all use of Flex Leave in advance. If the need to use Flex Leave is unforeseeable, the employee must provide the CDA notice of the need to use Flex Leave as soon as practicable. If the employee is seeking to utilize sick and safe leave for more than three (3) consecutive days, the CDA reserves the right to require the employee to provide documentation to demonstrate that the leave qualifies as sick and safe leave as allowed by the law.

All personal flex leave requests totaling 10 business days or less are approved by the Responsible Authority. Personal flex leave requests totaling more than 10 business days, need Executive Director approval.

Employees in non-limited term and special grant-funded limited positions working at least 20 hours per week may carry forward a balance of unused Flex Leave from one year to the next up to a maximum of 1,000 hours (125 days). In accordance with the CDA's Post Employment Healthcare Savings Plan, if an employee's Flex Leave balance exceeds 1,000 hours at year-end, the cash equivalent of the excess hours will be deposited into the Plan. Employees may reduce their Flex Leave balance prior to year-end by exercising the conversion options available during open enrollment if they have met the annual conversion criteria described below.

Employees in non-limited term and special grant funded positions working less than 20 hours per week and all other employment positions including, but not limited to, temporary and limited term positions may carry forward a balance of unused Flex Leave up to a maximum accrual balance of 80 hours.

ANNUAL CONVERSION OPTION

To be eligible to participate in the annual conversion of Flex Leave to deferred compensation or wages employees must meet the following criteria:

- Employees must have used 60 hours (or part-time pro-rated amount) of Flex Leave by the end of the third payroll quarter.
- Employees must have a minimum balance of 80 hours of Flex Leave after the conversion.

*Site Attendants are exempt from having to meet this criteria.

Employees who meet the above criteria may:

- 1) Convert up to 20% of their Flex Leave balance (subject to annual IRS deferral limits), to the CDA's deferred compensation plan, and/or
- 2) Convert *up to* 100 Flex Leave hours to wages to offset the cost of benefits enrollments,

Conversion of Flex Leave to deferred compensation and/or wages shall occur in the following plan year.

TERMINATION BENEFITS

Upon standard termination of employment (non-retiree); the dollar value of Flex Leave in the employee's account is paid out with their final pay.

Employees who qualify for Retirement under the Post Employment Healthcare Savings Plan; however, have a one-time option to convert the value of unused Flex Leave to deferred compensation during the processing of their final pay and/or convert to make a voluntary contribution to the agency's retirement plan (HART). This conversion amount, combined with other deferred compensation during the year, cannot exceed the annual IRS deferral limit or exceed the voluntary contribution amount for HART.

Subsequent to the one-time deferral option, the following applies (refer to Policy #270):

- 75% of remaining Flex Leave hours (if greater than 40 hours) will be paid to their Post Employment Healthcare Savings Plan account (required/not optional), and
- 25% of remaining Flex Leave hours will be paid as cash (or 100% if 40 hours or less).

FLEX LEAVE DONATION**#295****RECOMMENDING ELIMINATION OF THIS POLICY**

The purpose of the flex leave donation program is to allow employees to transfer flex leave hours to another employee experiencing an emergency. This policy is not a substitute for short-term or long-term disability coverage. This transfer occurs only upon the approval of Human Resources.

The Flex Leave Donation Program serves as a short-term solution up to a maximum of four (4) weeks in a calendar year, in circumstances noted below:

- Employee is unable to work because of own serious illness or injury.
- Employee is required to provide care for a seriously ill or injured parent, spouse, dependent child, or household member.
- In need of additional time off for bereavement in the event of death of a parent, spouse, child or household member.

This program runs concurrently with leave under Family Medical Leave Act (FMLA) or other unpaid leaves, which employees are entitled to under federal or state law or as otherwise required by the CDA. All required documentation must be submitted to Human Resources prior to a flex leave donation request.

Recipient Eligibility:

To be eligible to receive donated flex leave, an employee must:

1. Have been a full-time employee of the CDA for at least six months or a part-time employee for at least twelve months.
2. Be eligible to accrue and use flex leave benefits.
3. Be scheduled to exhaust all paid leave options.
4. Has not been disciplined for any violations of the CDA's policies.
5. Is on an approved leave of absence relating to a medical emergency or bereavement.
6. Has exhausted all other available paid time off including, but not limited to, flex leave, workers' compensation and not be receiving or expecting to receive worker's compensation, short-term or long-term disability benefits except that flex leave donations can assist with the waiting period for short-term disability.
7. Expect to resume employment with the CDA after the leave of absence ends.

Procedures and Rules for Requesting Flex Leave Donation:

1. Employees, or a supervisor on behalf of the employee, may request flex leave donation through Human Resources.
2. Human Resources will evaluate the flex leave donation request to determine recipient's eligibility.
3. The recipient must sign a form agreeing to accept the donated hours.
4. The recipient will be responsible for all applicable taxes on the dollar value paid for the donated hours.
5. The donor must submit a written and signed request of the CDA's approved forms.
6. When a transfer has been finalized in accordance with these rules and approved by Human Resources, the Finance Department will finalize the transfer of the flex leave hours.
7. Flex leave must be donated in increments of one (1) hour.

Flex leave donations are irrevocable; donated flex leave will not be returned to the employee who donated it. For employment tax and wage-based benefit purposes, donated Flex Leave is considered wages of the recipient and not the donor.

Flex leave donations shall be on a dollar-for-dollar basis. The worth of the flex leave shall be adjusted to the pay level of the donor. Therefore, if the salary of the donor is greater than the recipient, one day of flex leave of the donor shall result in more than one full day to the recipient. Conversely, if the salary of the donor is less than the recipient, the one day of flex leave of the donor shall result in less than one full day to the recipient.

Data Practices Notice to Employees:

An employee who seeks flex leave donation has the responsibility to provide reasonable medical documentation to show the need for flex leave donation. Compliance is voluntary; however, failure to provide the required information will result in a denial of the request. All information relating to the flex leave donation, including medical documentation, shall be maintained in a separate file and shall be treated as confidential medical records with access limited to those who need to be informed including, but not limited to, Directors/Supervisors, Human Resources, and CDA legal counsel. If the flex leave donation is approved, the request for donated flex leave hours will be sent. It is at the discretion of the employee to disclose their name and/or the reason for their request in the all-staff communication. If no one donates flex leave upon request, the requesting employee is not entitled to receive flex leave.

LEAVE OF ABSENCE

#310

The leave of absence policy provides for employee's temporary absence from work without severing their employment relationship. Because these leaves are typically provided as a convenience to employees at some additional expense and inconvenience to the employer, employees except where otherwise provided by law, assume any and all risks related to such leaves. These risks include the elimination, reallocation, or reassignment of their duties, which may result in an employee being reassigned, demoted or terminated upon completion of their leave.

It is the policy of the Dakota County Community Development Agency ("CDA") to provide leaves of absences for a variety of reasons. This policy is designated to offer reasonable flexibility during these times, while also ensuring continuity of operations and compliance with all applicable federal, state and local laws and regulations.

All requests for leaves of absence are granted or denied on the basis of the following factors:

1. Applicable state and federal laws and regulations.
- 2.1.
3. The length of the requested leave (no request for a leave of absence of more than 12 months will be granted; however, leave may be extended for a reasonable period of time).
- 4.2. The current and projected workload of the affected department.
- 5.3. The expense and availability of any required replacement.
4. Any other legitimate business needs of the CDA, including but not limited to, whether the requested leave would cause undue hardship to the CDA.

TYPES OF LEAVE COVERED BY THIS POLICY

Leave covered by this policy falls into two general categories, paid and unpaid, or sometimes a combination of the two.

Paid leave

Paid Leave refers to the time away from work during which the employee uses paid time off, as defined by this policy, including, but not limited to, flex leave, observed holidays, floating holiday(s), extended sick and safe time, and comp time. Employees are not permitted to use paid leave to supplement wage replacement benefits, such as disability insurance or the Minnesota Paid Leave Law ("MNPL").

Unpaid leave

Unpaid leave refers to any unpaid time away from work, for the purpose of this policy, employees receiving wage replacement benefits will be regarded as being on unpaid leave. Employees on an unpaid leave of absence are not compensated for any workday or holiday that occurs during their leave of absence, and they do not earn any other benefits, privilege, or right on an unpaid leave day, except as otherwise provided for by state and/or federal law. Once an employee transitions to unpaid leave, they may not interrupt that period by using paid time off, unless otherwise required by this policy or the law.

The following types of leave are paid leave:

Administrative Leave

From time to time, as a situation warrants, one or more employees may be permitted to utilize Administrative Leave at the discretion of the Executive Director. Administrative Leave is defined as leave initiated and granted by the Executive Director for infrequent and unusual circumstances. Employees do not have the option of requesting Administrative Leave.

Court Duty

Employees subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and fringe benefits. Employees must provide a copy of any compensation received for jury or witness duty to the CDA. Any pay received will be deducted from the employee's paycheck. Pay received for jury or witness duty by part-time employees will be deducted on a prorated basis. Pay for expenses may be kept by the employee.

Election Judge

Employees who are selected to serve as an election judge, after giving at least 20 days written notice, are granted paid election judge leave. Employees must provide a copy of any compensation received for election judge service if they are being paid by the CDA. Any pay received for election judge service will be deducted from the employee's paycheck.

Voting Leave

Employees who are eligible to vote in an election may be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election or during the timer period allowed under Minnesota Statutes Section 203B.081 for voting in person before election day without penalty a deduction in pay. For the purpose of this section, "election" means a regularly scheduled election, an election to fill a vacancy in the office of United States senator or United States representative, an election to fill a vacancy in nomination for a constitutional office, an election to fill a vacancy in the office of state senator or state representative, or a presidential nomination primary under Minnesota Statutes Chapter 207A. Employees must make prior arrangements for the absence with their immediate supervisor.

Workers Compensation

Leave for as a result of a work-related injury is paid and is governed by Policy #270.

The following types of leave are unpaid leave:

Leave under the Americans with Disability Act ("ADA")

An employee with a qualifying disability may be entitled to leave as a reasonable accommodation under the ADA, which may include a leave of absence.

Employees are required to use any accrued flex leave for approved leave under the ADA, unless the employee is receiving wage replacement benefits.

Requests must be accompanied by a physician's statement which (1) identifies the disability, (2) indicates the date on which the employee will become or became unable to perform their regular duties, and (3) the date on which they will be able to return to work. The CDA reserves the right to require that employees on or requesting disability leaves submit additional medical documentation or undergo a medical examination by a physician selected by the CDA (at the CDA's expense).

For the purposes of this policy, employees receiving disability-related compensation from a secondary source while on disability leave will be regarded as being on an unpaid leave. Disability leave per this policy may also be subject to the provisions of the Family Medical Leave Act.

Personal Leave

The CDA may provide, in its sole discretion, employees who do not qualify for other forms of leave, a personal leave. While the CDA maintains the right to determine the length of the leave provided, it will generally not provide such leave for longer than 10 business days. The CDA may require documentation to support a request for personal leave. The CDA reserves the right to deny, postpone, or cancel approved personal leave if operational needs arise or if staffing levels cannot support the absence. Employees are required to use any accrued flex leave for approved personal leave.

Family and Medical Leave Act ("FMLA")

An employee who meets the requirements of eligibility under the FMLA may be eligible for unpaid mandatory job-related protected leave under FMLA.

Employees may choose to use their accrued flex leave hours unless the employee is receiving wage replacement benefits.

Leave that can be a combination of paid and unpaid:

MNPL

Eligible employees may qualify for leave under the MNPL, Minnesota Statutes Chapter 268B, which is administered by the State of Minnesota. An employee may choose to use available flex leave as substitution for MNPL during a leave, including while waiting for adjudication of their claim by the State. Use of paid time off as substitution will reduce or eliminate MNPL wage replacement benefit for such leave periods but will not delay the start of the leave. The CDA may require an employee taking MNPL to provide a copy of any required certification under MNPL.

Military and Military Family Member Leave

All existing federal and state statutes pertaining to the rights of the employees on leave of absence for military services are applicable under this policy.

Employees who are members of any reserve component of the Military Forces of the United States shall be granted a leave of absence with pay not to exceed fifteen (15) days in one year for time engaged in activities (such as training periods) which are necessary to their participation in a reserve program. Additional unpaid military leave is granted for the duration provided under law. Employees may choose to use accrued time off for military leaves. All requests for military leave will require 30 days' notice except in the event of a national emergency. Copies of military orders requiring military leave shall be submitted to the supervisor prior to the granting of approval.

Minnesota Pregnancy and Parental Leave

Under the Minnesota Pregnancy and Parenting Leave Act, eligible employees may take job-protected unpaid leave if they qualify. This leave runs concurrently with all other paid and unpaid family or parenting leave to which employees are entitled under the law or CDA policy.

Employees may choose to use accrued paid time off during this leave, unless they are receiving wage replacement benefits, such as MNPL and/or disability insurance.

Organ or Bone Marrow Donation Leave

Employees who seek to undergo a medical procedure to donate an organ or bone marrow to another person are granted 40 hours of paid leave. The CDA requires verification by a physician of the purpose and length of leave. If there is a medical determination that the employee does not qualify as an organ or bone marrow donor, the paid leave of absence granted to the employee prior to the medical determination is not forfeited. Any leave required over 40 hours is unpaid unless the employee otherwise qualifies for another type of leave that might be paid.

School Conference and Activities Leave (paid or unpaid)

Employees are entitled to a maximum of 16 hours of unpaid leave per 12 month period to attend school conferences for their child. The conferences which may be attended under this provision includes grades K-12, pre-Kindergarten, daycare, nursery school, day nurseries, child care centers and Head Start. Prior approval from the employee's supervisor is required. Applicable Flex Leave and/or comp time may be used for this purpose.

PROCEDURE FOR REQUESTING LEAVE

Employees seeking any leave available under this Policy must submit a formal leave of absence request to Human Resources. Employees must provide the following timely notice when requesting leave:

- Foreseeable Leave: If the need for leave is foreseeable, employees must provide at least 30 days' advance notice before leave is required to begin. In those cases where the employee is required to provide at least 30 days' notice of foreseeable leave and does not do so, upon request by the CDA, the employee must explain the reasons why notice was not practicable.
- Unforeseeable Leave: If 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, considering all the facts and circumstances in the individual case. When an employee becomes aware of a need for leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next day, unless the need for leave is based on a medical emergency.

Employees must follow CDA-established leave request and call-in or notification procedures.

Failure to provide timely notice may result in a delay or denial of leave, unless the delay is due to circumstances beyond the employee's control.

*Employees may request Leave Without Pay at such time as their Flex Leave balance has been reduced to 40 hours. Requests for leave without pay will be approved on a case-by-case basis by the Department Director, after consultation with Human Resources.

Benefit Accrual While on Unpaid Leave

Flex leave does not accumulate during any unpaid leave of absence except when otherwise provided by law. Accrual resumes upon the return of the employee to work. The CDA's contribution towards an employee's benefits ends at the end of the month that an unpaid leave of absence begins, except when otherwise provided by law. This includes all medical, dental, life, long term disability, short term disability insurances and MNPL premiums. If the unpaid leave of absence is greater than one month, employees will not receive the CDA's contribution while on unpaid leave.

Employees may elect to continue their benefits by paying the total monthly premium costs of their coverages. The employee will have several options to pay for premiums, such as pre-payment, submitting personal checks, or catch-up deductions upon return to pay status (catch-up deductions must be made within the same calendar year as the benefit plan). Upon return to paid status the CDA's contribution will resume and is prorated for unpaid time. Benefit coverages, which have lapsed during an unpaid leave of absence, are reinstated on the first day of return to work with the exception of supplemental life which may require evidence of insurability prior to reinstatement.

Return-To-Work Requirements

Employees returning from medical leave due to their own disability/medical condition must submit medical documentation to the Human Resources Department at least two (2) business days prior to their anticipated return date. The medical documentation should specify the date the employee is cleared to return as well as any work restrictions and their duration. The CDA reserves the right to require that employees returning from disability leaves submit additional medical documentation or undergo a medical examination by a physician selected by the CDA (at the CDA's expense).

If, after consideration of the above factors, the CDA grants a leave, except where otherwise controlled by state or federal laws or regulations, the following stipulations apply:

- ~~1. Whenever possible, employees shall return to their previous position upon completion of their leave. If their position is no longer available, the CDA will offer any other position of equal pay and benefits for which they are eligible.~~
- ~~2. If, during any leave of absence, permanent replacements are needed, the CDA will notify the employee on leave and give them the opportunity to return early if they are safely able to do so.~~
- ~~3. Employees will not have access to electronic files, email, or key fob access to the CDA Building while on a leave of absence that is longer than 10 days in duration. Access can be removed sooner if necessary. All access to electronic files, email, and building key fobs will be restored once the employee has returned to active status. This stipulation will not apply to those employees utilizing intermittent leaves.~~

PROCEDURE

~~All requests for a leave of absence, except for leave requests totaling 10 days or more, Executive Director by the Responsible Authority. Leave requests totaling 10 days or less are approved by the Responsible Authority.~~

~~All leaves of absence are classified as either "paid" or "unpaid" in their entirety. However, employees may request a sequence of leaves, including use of accrued Flex Leave when appropriate, which would result in a combination of both paid and unpaid leave, provided that the accrued Flex Leave* is used prior to the commencement of the relevant unpaid leave (exception: for special rules regarding disability pay, refer to page 4 of this policy).~~

~~*Employees may request Leave Without Pay at such time as his/her Flex Leave balance has been reduced to 40 hours. Requests for leave without pay will be approved on a case-by-case basis by the Department Director, after consultation with Human Resources.~~

Paid Leave

~~Employees on paid leaves of absence receive the same compensation and benefits they would otherwise receive, had the leave day(s) been covered by earned Flex Leave.~~

Unpaid Leave

Employees on an unpaid leave of absence are not compensated for any work day or holiday which occurs during their leave of absence, nor do they earn any other benefits, privilege, or right on an unpaid leave day, except as provided for by state and/or federal law.

Benefit Accrual While on Unpaid Leave

Flex Leave does not accumulate during any unpaid leave of absence, but previously accrued amounts remain on record and accrual resumes upon the return from leave and/or return to pay status. Except when otherwise provided by law (i.e. FMLA), the CDA's contribution towards an employee's benefits ends at the end of the month that an unpaid leave of absence (of longer than 10 days in duration) begins. This includes all medical, dental, life, long term disability and short term disability insurances, as well as, a cell phone stipend (if applicable). If the unpaid leave of absence is greater than one month, employees will not receive the CDA's contribution while on unpaid leave.

Employees may elect to continue their benefits by paying the total monthly premium costs of their coverages. The employee will have several options to pay for premiums, such as pre-payment, submitting personal checks, or catch-up deductions upon return to pay status (catch-up deductions must be made within the same calendar year as the benefit plan). Upon return to paid status the CDA's contribution will resume and is prorated for unpaid time. Benefit coverages, which have lapsed during an unpaid leave of absence, are reinstated on the first day of return to work with the exception of supplemental life which may require evidence of insurability prior to reinstatement.

TYPES OF LEAVE

Administrative Leave (paid)

From time to time, as a situation warrants, one or more employees may be permitted to utilize Administrative Leave at the discretion of the Executive Director. Administrative Leave is defined as leave initiated and granted by the Executive Director for infrequent and unusual circumstances. Situations for which Administrative Leave might be granted include, but are not limited to, the following:

- Weather emergencies;

- Conditions which adversely affect the working environment and/or safety of the CDA office building;
- Events beyond the control of the Executive Director that require the CDA offices to be closed;

- Other circumstances as determined by the Executive Director.

Employees do not have the option of requesting Administrative Leave as it is initiated by the Executive Director.

Military and Military Family Member Leave

All existing federal and state statutes applicable to the rights of any employee who is on leave of absence from the CDA for military service or as a family member of military personnel, shall be applicable under this Policy Manual.

Employee (paid)

Employees who are members of any reserve component of the Military Forces of the United States shall be granted a leave of absence with pay not to exceed fifteen (15) days in one year for time engaged in activities (such as training periods) which are necessary to their participation in a reserve program. All

requests for military leave will require four (4) weeks notice except in the event of a national emergency. Copies of military orders requiring military leave shall be submitted to the supervisor prior to the granting of approval.

Family Member (unpaid)

Minnesota Statutes 181.947 & 181.948 allows leave time for members of military personnel under certain circumstances. 1) An employee whose immediate family member is killed or injured while on active military duty will be granted leave of up to 10 working days. The employee must give as much notice (oral or written) as is possible. Family member under this statute is defined as parent, child, grandparent, sibling, or spouse. The employee may request use of Flex Leave during this period, if available to them. 2) An employee whose immediate family member has been mobilized into active duty in support of a war or other national emergency will be granted up to one work day of leave per calendar year to attend the sendoff or homecoming ceremony. Family member under this statute is defined as grandparent, parent, legal guardian, sibling, child grandchild, spouse, fiancé, or fiancée. The employee may request use of Flex Leave during this period, if available to them.

Court Duty (paid)

Employees subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and fringe benefits. Employees must provide a copy of any compensation received for jury or witness duty to the CDA. Any pay received will be deducted from the employee's paycheck. Pay received for jury or witness duty by part time employees will be deducted on a prorated basis. Pay for expenses may be kept by the employees.

Election Judge (paid)

Employees who are selected to serve as an election judge, after giving at least 20 days written notice, are granted election judge leave. Employees must provide a copy of any compensation received for election judge service if they are being paid by the CDA. Any pay received for election judge service will be deducted from the employee's paycheck.

Voting Leave (paid)

Employees may be absent from work without a deduction in pay for the time necessary to vote in a State or Federal election during the morning of the election. Employees must notify their supervisor prior to any absence for voting leave.

Organ or Bone Marrow Donation Leave (paid)

Employees who seek to undergo a medical procedure to donate an organ or bone marrow to another person are granted 40 hours of paid leave. The CDA requires verification by a physician of the purpose and length of leave. If there is a medical determination that the employee does not qualify as an organ or bone marrow donor, the paid leave of absence granted to the employee prior to the medical determination is not forfeited.

Disability Leave (unpaid)

Employees may request disability leaves in the event that any mental or physical illness, injury, or condition (including pregnancy) renders them unable to safely perform their normal duties. Such requests must be accompanied by a physician's statement which (1) identifies the disability, (2) indicates the date on which the employees will become or became unable to perform their regular duties, and (3) the date on which they will be able to return to work. The CDA reserves the right to require that employees on or requesting disability leaves submit additional medical documentation or undergo a medical examination by a physician selected by the CDA (at the CDA's expense).

For the purposes of this policy, employees receiving disability-related compensation from a secondary source while on disability leave will be regarded as being on an unpaid leave. Disability leave per this policy may also be subject to the provisions of the Family Medical Leave Act.

Personal Leave (unpaid)

Employees may request personal leaves of less than 5 business days for any reasonable purpose, which will be approved on a case-by-case basis by the Employee's supervisor. Leave requests of more than 5 days, must be formally requested through Human Resources and require the Department Director's approval.

Parental Leave (unpaid)

Pursuant to Minnesota law, employees are entitled to a maximum of 12 weeks of unpaid parental leave upon the birth or adoption of a child. The length of leave may not exceed 12 weeks unless agreed to by the CDA, or as applicable under FMLA. If the employee is also eligible under FMLA, leave under this provision is concurrent to leave available under FMLA.

Parental Leave (paid)

The CDA provides eligible employees paid parental leave following a qualifying event, to allow parents time to bond with a child. A qualifying event is the live birth of an employee's child, the placement of a child in the employee's home for adoption, or the placement of a child in the employee's home (in cases of surrogacy) to adjudicate parentage when the employee is intended to be the permanent legal parent of the child. For purposes of this policy, the birth of multiples (twins, triplets, etc.) or the concurrent placement of more than one child constitutes a single qualifying event.

To be eligible for paid parental leave, an employee must: (1) hold a position with a full-time equivalent (FTE) of .5 or greater; (2) have been continuously employed with the CDA for at least six consecutive months; and (3) experience a qualifying event after six consecutive months of employment. Paid parental leave is available to both parents if each meets these eligibility criteria.

Eligible full-time employees are entitled to up to three weeks (120 hours) of paid parental leave for one qualifying event per calendar year. Eligible part-time employees are entitled to a prorated amount of paid parental leave based on their FTE status for one qualifying event per calendar year (i.e., an eligible employee who holds a .5 FTE position is entitled to 60 hours of paid parental leave). In no event will an employee be eligible for multiple paid parental leaves in the same calendar year.

Paid parental leave must be taken in a minimum of one week blocks of time within 12 weeks after a qualifying event. It cannot be used prior to a qualifying event. Any unused paid parental leave will be forfeited. Paid parental leave runs concurrently with all other paid and unpaid family or parenting leave to which employees are entitled under federal or state law or is otherwise required by the CDA.

Employees must submit a request for paid parental leave at least 30 days before the qualifying event for which leave is requested, unless 30-day notice is not possible, in which case a request must be submitted as soon as practical. The CDA may require an employee requesting paid parental leave to provide documentation substantiating a qualifying event. Paid parental leave is treated like other forms of paid leave for Flex-Leave Accrual and benefits purposes.

School Conference and Activities Leave (paid or unpaid)

Employees are entitled to a maximum of 16 hours of unpaid leave per 12-month period to attend school conferences for their child. The conferences which may be attended under this provision includes grades K-12, pre-Kindergarten, daycare, nursery school, day nurseries, child care centers and Head Start. Prior

approval from the employee's supervisor is required. Applicable Flex Leave and/or comp time may be used for this purpose.

Workers Compensation

Please refer to workers compensation under Policy #270. Family and Medical Leave Act (FMLA)

Purpose: The Act entitles eligible employees to a total of 12 weeks of unpaid FMLA leave in any 12-month period which may be taken all at one time or at intervals for certain reasons. The CDA measures this 12-month period as beginning the first day the employee is absent from work on FMLA leave. An amendment to the Act also allows for up to 26 weeks (combined total of all FMLA leave) in a 12-month period for certain family members to care for a servicemember of the military who is recovering from a serious illness or injury sustained in the line of (active) duty (item 5 below).

Coverage: The Act requires employers to permit leave for any one or more of the following reasons. FMLA leave is not limited to a single reason or occurrence per year.

1. The birth, adoption or foster care placement of a child (see also Parental Leave);
2. To care for a child, spouse or parent who has a serious health problem;
3. Treatment of an employee's own serious health condition.
4. Because a spouse, son, daughter, or parent is a military servicemember on active duty or has been notified of an impending call to active duty status in support of a contingent operation defined as a "qualifying exigency" (i.e. requiring immediate action) by the Secretary of Labor.
5. Because the employee is a caregiver for the spouse, son, daughter, parent or next of kin of a servicemember who is recovering from a serious illness or injury sustained in the line of (active) duty.

Eligibility: An employee is eligible for FMLA leave if the following conditions are met:

1. The employee has worked for the CDA for a cumulative period of 12 months; and
2. The employee has worked for the CDA at least 1,250 hours during the 12 month period preceding the leave request.

Upon determination of eligibility, all FMLA leaves will be granted in accordance with the law, which supersedes any interpretation of definitions provided herein.

Definitions

Serious Health Conditions: A serious health condition is defined as illness, injury, impairment or physical or mental condition that:

- involves inpatient care in a hospital, hospice or residential facility or
- results in at least a 3-day incapacity involving continuing treatment from a health care provider; or
- would result in at least a 3-day incapacity, were it not treated.

Family Relationships:

The parent/child relationship includes:

~~stepchildren and stepparents, legal wards and guardians and those standing in the legal stead of parents (in loco parentis);~~

~~a son or daughter under the age of 18 or, if incapable of self care due to physical or mental disability, over the age of 18.~~

~~The Act defines spouse as a husband or wife.~~

Employer Obligations: In addition to the provision of FMLA leave, the CDA will:

~~maintain health care benefits coverage if they are provided pursuant to an existing contract;~~

~~reinstate the employee to the former or equivalent position with equivalent pay, benefits and status; and~~

~~inform the employee of his/her rights under FMLA.~~

Employee Obligations: The employee must provide a 30-day notice of the need for leave if at all practicable.

LEAVE OF ABSENCE

#310

It is the policy of the Dakota County Community Development Agency ("CDA") to provide leaves of absences for a variety of reasons. This policy is designated to offer reasonable flexibility during these times, while also ensuring continuity of operations and compliance with all applicable federal, state and local laws and regulations.

All requests for leaves of absence are granted or denied on the basis of the following factors:

1. Applicable state and federal laws and regulations.
2. The current and projected workload of the affected department.
3. The expense and availability of any required replacement.
4. Any other legitimate business needs of the CDA, including but not limited to, whether the requested leave would cause undue hardship to the CDA.

TYPES OF LEAVE COVERED BY THIS POLICY

Leave covered by this policy falls into two general categories, paid and unpaid, or sometimes a combination of the two.

Paid leave

Paid Leave refers to the time away from work during which the employee uses paid time off, as defined by this policy, including, but not limited to, flex leave, observed holidays, floating holiday(s), extended sick and safe time, and comp time. Employees are not permitted to use paid leave to supplement wage replacement benefits, such as disability insurance or the Minnesota Paid Leave Law ("MNPL").

Unpaid leave

Unpaid leave refers to any unpaid time away from work, for the purpose of this policy, employees receiving wage replacement benefits will be regarded as being on unpaid leave. Employees on an unpaid leave of absence are not compensated for any workday or holiday that occurs during their leave of absence, and they do not earn any other benefits, privilege, or right on an unpaid leave day, except as otherwise provided for by state and/or federal law. Once an employee transitions to unpaid leave, they may not interrupt that period by using paid time off, unless otherwise required by this policy or the law.

The following types of leave are paid leave:

Administrative Leave

From time to time, as a situation warrants, one or more employees may be permitted to utilize Administrative Leave at the discretion of the Executive Director. Administrative Leave is defined as leave initiated and granted by the Executive Director for infrequent and unusual circumstances. Employees do not have the option of requesting Administrative Leave.

Court Duty

Employees subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and fringe benefits. Employees must provide a copy of any compensation received for jury or witness duty to the CDA. Any pay received will be deducted from the employee's paycheck. Pay received for jury or witness duty by part-time employees will be deducted on a prorated basis. Pay for expenses may be kept by the employee.

Election Judge

Employees who are selected to serve as an election judge, after giving at least 20 days written notice, are granted paid election judge leave. Employees must provide a copy of any compensation received for

election judge service if they are being paid by the CDA. Any pay received for election judge service will be deducted from the employee's paycheck.

Voting Leave

Employees who are eligible to vote in an election may be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election or during the timer period allowed under Minnesota Statutes Section 203B.081 for voting in person before election day without penalty a deduction in pay. For the purpose of this section, "election" means a regularly scheduled election, an election to fill a vacancy in the office of United States senator or United States representative, an election to fill a vacancy in nomination for a constitutional office, an election to fill a vacancy in the office of state senator or state representative, or a presidential nomination primary under Minnesota Statutes Chapter 207A. Employees must make prior arrangements for the absence with their immediate supervisor.

Workers Compensation

Leave for as a result of a work-related injury is paid and is governed by Policy #270.

The following types of leave are unpaid leave:

Leave under the Americans with Disability Act ("ADA")

An employee with a qualifying disability may be entitled to leave as a reasonable accommodation under the ADA, which may include a leave of absence.

Employees are required to use any accrued flex leave for approved leave under the ADA, unless the employee is receiving wage replacement benefits.

Requests must be accompanied by a physician's statement which (1) identifies the disability, (2) indicates the date on which the employee will become or became unable to perform their regular duties, and (3) the date on which they will be able to return to work. The CDA reserves the right to require that employees on or requesting disability leaves submit additional medical documentation or undergo a medical examination by a physician selected by the CDA (at the CDA's expense).

For the purposes of this policy, employees receiving disability-related compensation from a secondary source while on disability leave will be regarded as being on an unpaid leave. Disability leave per this policy may also be subject to the provisions of the Family Medical Leave Act.

Personal Leave

The CDA may provide, in its sole discretion, employees who do not qualify for other forms of leave, a personal leave. While the CDA maintains the right to determine the length of the leave provided, it will generally not provide such leave for longer than 10 business days. The CDA may require documentation to support a request for personal leave. The CDA reserves the right to deny, postpone, or cancel approved personal leave if operational needs arise or if staffing levels cannot support the absence. Employees are required to use any accrued flex leave for approved personal leave.

Family and Medical Leave Act ("FMLA")

An employee who meets the requirements of eligibility under the FMLA may be eligible for unpaid mandatory job-related protected leave under FMLA.

Employees may choose to use their accrued flex leave hours unless the employee is receiving wage replacement benefits.

Leave that can be a combination of paid and unpaid:

MNPL

Eligible employees may qualify for leave under the MNPL, Minnesota Statutes Chapter 268B, which is administered by the State of Minnesota. An employee may choose to use available flex leave as substitution for MNPL during a leave, including while waiting for adjudication of their claim by the State. Use of paid time off as substitution will reduce or eliminate MNPL wage replacement benefit for such leave periods but will not delay the start of the leave. The CDA may require an employee taking MNPL to provide a copy of any required certification under MNPL.

Military and Military Family Member Leave

All existing federal and state statutes pertaining to the rights of the employees on leave of absence for military services are applicable under this policy.

Employees who are members of any reserve component of the Military Forces of the United States shall be granted a leave of absence with pay not to exceed fifteen (15) days in one year for time engaged in activities (such as training periods) which are necessary to their participation in a reserve program. Additional unpaid military leave is granted for the duration provided under law. Employees may choose to use accrued time off for military leaves. All requests for military leave will require 30 days' notice except in the event of a national emergency. Copies of military orders requiring military leave shall be submitted to the supervisor prior to the granting of approval.

Minnesota Pregnancy and Parental Leave

Under the Minnesota Pregnancy and Parenting Leave Act, eligible employees may take job-protected unpaid leave if they qualify. This leave runs concurrently with all other paid and unpaid family or parenting leave to which employees are entitled under the law or CDA policy.

Employees may choose to use accrued paid time off during this leave, unless they are receiving wage replacement benefits, such as MNPL and/or disability insurance.

Organ or Bone Marrow Donation Leave

Employees who seek to undergo a medical procedure to donate an organ or bone marrow to another person are granted 40 hours of paid leave. The CDA requires verification by a physician of the purpose and length of leave. If there is a medical determination that the employee does not qualify as an organ or bone marrow donor, the paid leave of absence granted to the employee prior to the medical determination is not forfeited. Any leave required over 40 hours is unpaid unless the employee otherwise qualifies for another type of leave that might be paid.

School Conference and Activities Leave (paid or unpaid)

Employees are entitled to a maximum of 16 hours of unpaid leave per 12 month period to attend school conferences for their child. The conferences which may be attended under this provision includes grades K-12, pre-Kindergarten, daycare, nursery school, day nurseries, child care centers and Head Start. Prior approval from the employee's supervisor is required. Applicable Flex Leave and/or comp time may be used for this purpose.

PROCEDURE FOR REQUESTING LEAVE

Employees seeking any leave available under this Policy must submit a formal leave of absence request to Human Resources. Employees must provide the following timely notice when requesting leave:

- **Foreseeable Leave:** If the need for leave is foreseeable, employees must provide at least 30 days' advance notice before leave is required to begin. In those cases where the employee is required to provide at least 30 days' notice of foreseeable leave and does not do so, upon request by the CDA, the employee must explain the reasons why notice was not practicable.

- Unforeseeable Leave: If 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, considering all the facts and circumstances in the individual case. When an employee becomes aware of a need for leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next day, unless the need for leave is based on a medical emergency.

Employees must follow CDA-established leave request and call-in or notification procedures.

Failure to provide timely notice may result in a delay or denial of leave, unless the delay is due to circumstances beyond the employee's control.

*Employees may request Leave Without Pay at such time as their Flex Leave balance has been reduced to 40 hours. Requests for leave without pay will be approved on a case-by-case basis by the Department Director, after consultation with Human Resources.

Benefit Accrual While on Unpaid Leave

Flex leave does not accumulate during any unpaid leave of absence except when otherwise provided by law. Accrual resumes upon the return of the employee to work. The CDA's contribution towards an employee's benefits ends at the end of the month that an unpaid leave of absence begins, except when otherwise provided by law. This includes all medical, dental, life, long term disability, short term disability insurances and MNPL premiums. If the unpaid leave of absence is greater than one month, employees will not receive the CDA's contribution while on unpaid leave.

Employees may elect to continue their benefits by paying the total monthly premium costs of their coverages. The employee will have several options to pay for premiums, such as pre-payment, submitting personal checks, or catch-up deductions upon return to pay status (catch-up deductions must be made within the same calendar year as the benefit plan). Upon return to paid status the CDA's contribution will resume and is prorated for unpaid time. Benefit coverages, which have lapsed during an unpaid leave of absence, are reinstated on the first day of return to work with the exception of supplemental life which may require evidence of insurability prior to reinstatement.

Return-To-Work Requirements

Employees returning from medical leave due to their own disability/medical condition must submit medical documentation to the Human Resources Department at least two (2) business days prior to their anticipated return date. The medical documentation should specify the date the employee is cleared to return as well as any work restrictions and their duration. The CDA reserves the right to require that employees returning from disability leaves submit additional medical documentation or undergo a medical examination by a physician selected by the CDA (at the CDA's expense).



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5E

DEPARTMENT: Housing Assistance

FILE TYPE: Regular - Consent

TITLE

Authorization To Execute Joint Powers Agreement With Dakota County For Family Voucher Administration Services

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) with Dakota County for family voucher administration services.

SUMMARY

The Dakota County Board of Commissioners approved a resolution at its meeting on November 4, 2025 for Dakota County Social Services to execute a JPA not to exceed \$1,225,000 with the Dakota County CDA to administer the Family Voucher Program from January 1, 2026 through December 31, 2027.

This program serves families that have been residing at Dakota Woodlands with rental assistance to move onto more permanent independent housing. In 2024, 29 households were served. This JPA increases capacity for the program to serve up to 34 households.

The CDA has been administering this program since 2024 and evaluates program eligibility, conducts housing inspections, and provides on-going administrative support for as long as households are assisted through the program.

RECOMMENDATION

Staff recommends authorization to execute a JPA with Dakota County for the CDA to administer the Family Voucher Program.

EXPLANATION OF FISCAL/FTE IMPACTS

The CDA will receive administrative fees for program administration.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners approved Dakota County Social Services to execute a joint powers agreement (JPA), not to exceed \$1,225,000 with the Dakota County CDA to administer the Family Voucher Program from January 1, 2026 through December 31, 2027; and

WHEREAS, the CDA's Housing Assistance department has been administering the program since 2024 to assist households residing at Dakota Woodlands move from shelter to rental housing.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director may sign and enter into the JPA for the Family Voucher Program with Dakota County, subject to approval by the Dakota County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-6827; 4/24/2024

ATTACHMENTS

Attachment A: Joint Powers Agreement

CONTACT

Department Head: Lisa Hohenstein, Director of Housing Assistance

Author: Lisa Hohenstein

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
FOR FAMILY VOUCHER PROGRAM ADMINISTRATION SERVICES**

PARTIES

The parties to this Agreement are the County of Dakota (County), a political subdivision of the State of Minnesota, and the Dakota County Community Development Agency (CDA), (collectively referred to as “the parties.”) This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

RECITALS

WHEREAS, the County desires to engage the CDA to provide Rental Assistance Administration for the Family Voucher Program, which is funded by the State and Local Affordable Housing Aid (SAHA and LAHA), and the CDA desires to serve in this role; and

WHEREAS, this Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

ACCORDINGLY, the parties agree:

AGREEMENT

1. GENERAL PROVISIONS.

- 1.1. Cooperation. The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement, and to in good faith, undertake resolution of any dispute in an equitable and timely manner.
- 1.2. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County’s commitment to inclusion, diversity, and equity requires that the CDA uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The CDA, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Agreement. If the County receives a report of non-compliance with this provision, it will share the report with the CDA, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify the CDA of the findings of the investigation and any required remedial actions by the CDA. The CDA shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Agreement in accordance with this Agreement. The CDA shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

2. TERM.

This Agreement is effective on January 1, 2026 (“Effective Date”) and expires on December 31, 2027, or when all Services have been satisfactorily performed and final payment is made, whichever occurs first, unless earlier terminated under the provisions herein or by law.

3. CDA'S OBLIGATIONS.

- 3.1. General Description. The CDA shall provide the services generally described as Rental Assistance Administration for the Family Voucher Program (the “Services”). Services shall be provided in accordance with the criteria set out in Exhibit 1, Service Grid, which specifically describes the Services to be provided.
- 3.2. Conformance to Specifications. The CDA represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Agreement.

3.3. Eligible Clients. Services shall be provided to clients who are designated or referred by the County and determined eligible as set out in Exhibit 1, Service Grid.

3.4. Reports/Evaluations.

- A. The CDA shall maintain a complete set of financial and eligibility records for this program based on standards established by regulation and applicable laws and policy.
- B. The CDA's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e., signed time sheets, invoices, cancelled checks).
- C. The County's procedures for monitoring and evaluating the CDA's performance under the terms of this Agreement may include, but are not limited to, on-site visits to the CDA's premises or job site; review of the CDA's financial, statistical and program records; and review of reports and data supplied by the CDA at the County's request. To assist the County in its obligation to evaluate and monitor the CDA's performance the CDA shall allow County personnel access to the CDA's premises or the job site and records, shall maintain a bookkeeping system which reflects all revenue received from the County and all costs incurred in the performance of this Agreement, and shall, upon reasonable notice, meet with County staff to assist the County in the evaluation of the Services, and upon request, provide the County with verification of all services provided.
- D. The CDA shall furnish the County with information regarding any revenue received for program costs. In the event the CDA hereafter receives revenue other than from this Agreement, and such revenue is used to provide any or all of the Services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the Services, then that revenue shall be deducted from the amount to which the CDA would otherwise be entitled under this Agreement. The CDA further agrees to return any or all such excess payment to the County within sixty (60) calendar days of a request. Upon reasonable notice, the CDA shall meet with County staff to assist the County in evaluation of services.
- E. The CDA shall maintain and upon request furnish the County with program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration of services. The CDA shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- F. The CDA shall provide reports required by the County as outlined in Exhibit 1, Service Grid, or as the County may, from time to time, reasonably require.

3.5. Information about Personnel.

- A. Qualifications. The CDA shall provide the County with such information regarding the qualifications of its personnel to verify that present and subsequent Services are being rendered by competent, trained, and properly licensed or certified individuals.
- B. Background Investigation. If County staff determine that the CDA or any of the CDA's personnel will interact with County clients in performing the Services, the CDA shall comply with the following, and failure to do so may result in termination of the Agreement:

The CDA shall require that all personnel who provide Services pursuant to this Agreement undergo a criminal background check before providing any Services. The CDA agrees to perform such criminal background checks, at its sole expense. The CDA further agrees that it shall have an ongoing

responsibility to notify the County Liaison of any information obtained because of the criminal background check or from other sources that are necessary for the County to ensure that personnel who may pose a security risk do not gain access to individuals served pursuant to this Agreement.

3.6. Ability to Perform. The CDA shall maintain personnel, facilities, and equipment necessary to perform under this Agreement. The CDA shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Agreement. The County shall determine whether such inability requires amendment or termination of this Agreement. No Notice of Default is required to terminate under this Section.

3.7. Changes in Policies or Personnel. The County may terminate this Agreement by providing ten (10) calendar days' Notice if the CDA makes or proposes significant changes in policies or staffing.

4. PAYMENT.

4.1. Total Cost. County will pay the CDA a total amount not to exceed One Million Two Hundred and Twenty Five Thousand Dollars (\$1,225,000) ("Agreement Maximum"). The Agreement Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

4.2. Payment Rates. The County shall pay for Services as set out in the schedule attached as Exhibit 2, Payment & Budget.

4.3. Invoices & Time of Payment. The CDA shall invoice the County, and the County shall issue payments, in accordance with Exhibit 2, Payment & Budget.

4.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the CDA on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the CDA.

4.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than sixty (60) calendar days after the date that the invoice is due in accordance with Exhibit 2, Payment & Budget.

4.6. Payment for Unauthorized Claims.

A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.

B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Agreement or during the pendency of an audit or inspection.

C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the CDA pursuant to the time period for payment after receipt of an invoice.

D. The County may offset any overpayment or disallowance of claim by reducing future payments.

5. COMPLIANCE WITH LAWS/STANDARDS.

5.1. General. the CDA shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the CDA is responsible. Any violation of this Section is a material breach of this Agreement. No Notice of Default is required to terminate under this Section.

- 5.2. Revision of Laws. In the event that there is a revision of law, standards, or orders which makes performance of the Agreement or any portion thereof unlawful, all parties will review the Agreement and renegotiate those items, if possible, that are necessary to bring the Agreement into compliance with the law. Refusal to renegotiate within seven (7) calendar days of a request to bring the Agreement into compliance shall be cause for termination of this Agreement as of the date when the Agreement is out of compliance.
- 5.3. Governing Law & Venue. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 5.4. Licenses. At its own expense, the CDA shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Agreement. the CDA shall furnish copies of the above to the County upon request. the CDA shall provide Notice to the County of any changes in the above within five (5) calendar days of the change. Any violation of this Section is a material breach of this Agreement. No Notice of Default is required to terminate under this Section.

6. **INDEPENDENT CONTRACTOR STATUS.**

The CDA is an independent contractor. Nothing in this Agreement is intended to create an employer and employee relationship between the County and the CDA. The CDA is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. The CDA 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 the CDA, and that it is the CDA's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

7. **AUTHORIZED REPRESENTATIVES & NOTICES.**

- 7.1. The following named persons are designated the Authorized Representatives of the parties for the purposes of this Agreement. These persons have the authority to bind the party they represent and to consent to modifications, except that the Authorized Representative shall have only the authority specifically or generally granted by their respective governing boards. Unless otherwise stated in a specific section of this Agreement, any notice or demand provided pursuant to this Agreement (collectively, "Notice") must be in writing to the other party identified below or as may be specified at a later time by such party by providing Notice in accordance with this Section:

To COUNTY:

Name: Marti Fischbach
Title: Community Services

Address:
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

To THE CDA:

Name: Tony Schertler
Title: Executive Director

Address:
Dakota County Community Development Agency
1228 Town Centre Dr.
Eagan, MN 55123

Phone Number: 651-675-4430
Email: tschertler@dakotacda.org

In addition, Notices regarding breach or termination shall also be provided to: the Dakota County Attorney's Office, Attn: Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 7.2. Notice must be provided by either personal delivery on the Authorized Representative or via registered or certified mail to the above address for the Authorized Representative, with return receipt requested

and postage prepaid. For Notice other than Notice of Termination, Notice may be provided by email to the Authorized Representative.

8. LIABILITY & INDEMNIFICATION.

The CDA agrees to defend, indemnify and hold harmless the County against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the CDA and/or those of CDA employees or agents. The County agrees to defend, indemnify and hold harmless the CDA against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the CDA. Each party warrants that they are able to comply with the aforementioned indemnity requirement through an insurance or self-insurance program and that each has minimum coverage with the liability limits contained in Minn. Stat. ch. 466. The CDA shall provide to the County upon request certificates of insurance confirming minimum coverage. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. RECORDS AND INFORMATION.

- 9.1. Minnesota Government Data Practices. The CDA and its employees, agents, successors, and assignees must comply with the Minnesota Government Data Practices Act (the "MGDPA") as it applies to all data provided to the CDA by the County under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CDA pursuant to this Contract. If the CDA receives a request to release data pursuant to the MGDPA, the CDA shall notify the County immediately and consult with the County as to how the CDA should respond to the request. The CDA's response shall comply with applicable law.
- 9.2. Private and Confidential Data. The CDA and its employees, agents, successors and assigns shall comply with the provisions of the MGDPA and all other applicable state and federal laws, rules and regulations relating to data privacy and confidentiality. The CDA further acknowledges that the classification of trade secret data will be determined by the County based on applicable law, and labeling its data as trade secret data or confidential will not necessarily make it so. The CDA and its personnel shall comply with County security policies and procedures when accessing County facilities in connection with the Services.
- 9.3. County Data. If the CDA has access to or possession of data or information acquired from the County pursuant to this Contract ("County Data"), the CDA shall maintain and protect such County Data as required by the MGDPA and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality. The County will retain ownership and control of all County Data. Except to the extent required by law or as agreed to by the County, the CDA shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, the CDA shall, upon the County's request, certify destruction of any County Data so specified by the County. If the County permits the CDA to retain copies of any County Data, the CDA shall not, without the prior written consent of the County or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all such County Data.
- 9.4. Data Incident Notice. The CDA must provide the County with notice by email to the Authorized Representative and data.practices@co.dakota.mn.us within 24 hours of a known or suspected Data Incident. A "Data Incident" is defined as the unauthorized or unlawful processing, accessing, viewing, acquiring, or disclosing of County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law; the unauthorized or accidental loss, destruction, damage, alteration of such County Data; the breach or attempted breach of County security measures; and/or a cybersecurity incident, as defined in Minn. Stat. § 16E.36, subd. 1(c)

("Cybersecurity Incident"), relating to a County System. The notice must include, at a minimum, (a) the nature of the Data Incident; (b) the types of potentially compromised County Data; and (c) the duration and expected consequences of the Data Incident. In addition to providing Notice to the County, pursuant to Minn. Stat. § 16E.36, the CDA shall report Cybersecurity Incidents that impact the County to Minnesota IT Services ("MNIT") at the following link: <https://mn.gov/mnit/about-mnit/security/cir/>. The CDA must cooperate with County in the investigation, containment, and mitigation of any Data Incident as requested and directed by the County. The County providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

- 9.5. Responsible Authority for Welfare Data. The CDA designates Tony Schertler as its Responsible Authority, pursuant to the MGDPA, Minn. Stat. § 13.46, subd. 10 (a) (4), as the individual responsible for any data collected, created, maintained, or disseminated by the CDA in performing the Services.

10. TERMINATION.

Either party may terminate this Agreement for cause by giving seven days written notice or without cause by giving 30 days written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement by written if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of amounts due under this Agreement. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

The County is not obligated to pay for any obligations that are incurred after written Notice of Termination is tendered and CDA shall take all reasonable steps to terminate or minimize any unpaid obligations that were incurred prior the Notice of Termination.

11. LIAISONS.

- 11.1. The Liaisons of the respective parties for purposes of this Agreement are as follows:

COUNTY:

Liaison: Corky Newton
Phone number: 651-554-5772
Email: corky.newton@co.dakota.mn.us

THE CDA:

Liaison: Lisa Hohenstein
Phone number: 651-675-4543
Email: lhohenstein@dakotacda.org

- 11.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. 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 Agreement.

12. GENERAL.

- 12.1. Assignment. No party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the party.
- 12.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by each party.
- 12.3. Rights Cumulative. All remedies under this Agreement 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.
- 12.4. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

- 12.5. Equal Employment Opportunity. The provisions of Minn. Stat, § 181.59 apply to this Agreement. In addition, in connection with the execution of this Agreement, the CDA agrees that it will comply with Minn. Stat. § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
- 12.6. 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.
- 12.7. Audit. The CDA shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, the CDA shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of the CDA at reasonable hours, including all books, records, documents, and accounting procedures and practices of the CDA relevant to the subject matter of the Agreement, for purposes of audit.
- 12.8. Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 8 (Liability & Indemnification); 9 (Records and Information); 12.7 (Audit); and 5.3 (Governing Law and Venue).
- 12.9. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.
- 12.10. Agreement Complete. This Agreement, which includes and incorporates herein Exhibit 1, Service Grid, and Exhibit 2, Payments & Budget, contains all negotiations and agreements between the County and the CDA. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind either party.
- 12.11. Electronic Signatures. The parties agree to the use of electronic signatures in the execution of this Contract.

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

Approved by Dakota County Board
Resolution No. 25-523

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

**DAKOTA COUNTY COMMUNITY DEVELOPMENT
AGENCY**

Approved by the CDA Board on _____

By: _____

Title: Executive Director

Date of Signature: _____

DRAFT

EXHIBIT 1 – SERVICE GRID

Family Voucher Program Rental Assistance Administration	
Agreement Purpose	To provide Rental Assistance Administration for the Family Voucher Program, funded by the State and Local Affordable Housing Aid
Agreement Amount	Not to exceed \$1,225,000.00
Agreement Length	January 1, 2026 – December 31, 2027
Quantity Purchased	Up to 34 families in 2026 Up to 34 families in 2027 (these numbers represent point in time counts, rather than total families served in the calendar year)
Target Group	Families at Dakota Woodlands who qualify for the Family Voucher Program: <ul style="list-style-type: none"> • On the Dakota Woodlands waitlist for the longest amount of time (verified by Dakota County Supportive Housing Unit); and • Do not have another housing resource (verified by Dakota County Supportive Housing Unit); and • Income qualify: earn less than 50 percent of area median income as determined by the United States Department of Housing and Urban Development (verified by Dakota County Community Development Agency) • Eligible for the Housing Choice Voucher Waitlist (verified by Dakota County Community Development Agency)
Services Purchased	<ol style="list-style-type: none"> 1. Verify income prior to program entry and annually thereafter: less than 50 percent of area median income as determined by the United States Department of Housing and Urban Development 2. Verify placement on the Housing Choice Voucher waitlist prior to program entry and annually thereafter 3. Provide program briefing on rental assistance program with assigned social worker from the Supportive Housing Unit 4. Complete unit inspection as aligned with the Housing Choice Voucher program 5. Calculate Housing Assistance Payment as aligned with Housing Choice Voucher program 6. Make Housing Assistance Payment to property management company/unit owner 7. Communicate to the Dakota County Supportive Housing Unit as needed 8. Facilitate transition to the Housing Choice Voucher program <p>The CDA is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias.</p> <ul style="list-style-type: none"> • At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. • At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

	<ul style="list-style-type: none"> It is expected that while performing services for the County, the CDA shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and <p>Retaliation against any person who reports or addresses unacceptable behavior.</p>
Referral Process/Prioritization	Referrals will come to the CDA from Dakota County Supportive Housing Unit.
Service Termination or Completion	<p>Services will complete or terminate when one or more of the following is present:</p> <ul style="list-style-type: none"> The household transitions onto the Housing Choice Voucher Program The household is no longer eligible for the Family Voucher Program per Dakota County Supportive Housing Unit policy manual. Family is no longer eligible for Family Voucher Program per CDA Administrative plan and policies
Reporting	<p>Quarterly reporting due to the County on January 15, April 15, July 15 and October 15</p> <ul style="list-style-type: none"> Roster of FVP clients and HCV waitlist data including: <ul style="list-style-type: none"> Date of entry on HCV waitlist Most recent Save My Spot confirmation date Email address on file for clients Any action needed for clients
Gift Cards	<p>Purchasing gift cards for any purpose using County funds is generally not allowed unless there is specific legislative authority to purchase. Public Purpose and Statutory Authority must be followed with exception to client essential transportation services. Dakota County values transportation services for clients to access essential services and activities. (This does not include gas cards unless the card is limited/restricted to the purchase of fuel only.) Consult with the County Liaison for questions regarding purchase of gift cards with regards to the Agreement.</p>
Allowable Expenses	<ul style="list-style-type: none"> Housing Assistance Payment Administrative expenses (\$105/household/month)
County Responsibilities	<ul style="list-style-type: none"> Providing program referrals Provide case management to all enrolled households. Host quarterly meeting with CDA to discuss program or participant needs.
Quality Assurance	<p>The CDA and Vendor will conduct quarterly check-ins.</p> <p>County will provide the following quality assurance at least once per calendar year:</p>

	<ul style="list-style-type: none"> • Review of reports • Review of client files <p>County reserves the right to schedule site visits more often than once a year.</p>
Billing Procedures	<p>The CDA will submit invoices for staff time on the 15th of each month for the previous month's activity.</p> <p>See Exhibit 3, Payment and Budget for detail</p>
Interpreters	<p>The CDA will pay provide interpreter services to non-English speaking participants at no additional cost to the County.</p>

DRAFT

EXHIBIT 2– PAYMENT AND BUDGET

Budget Categories	Description	Cost
Housing Assistance Payment (HAP)	Rental assistance payment for Family Voucher Program participants	\$1,139,000
HAP Admin	\$105/household/month	\$86,000
TOTAL BUDGET	Total Estimated Expenses	\$1,225,000

Billing Procedures**Invoices & Payment**

Invoices must be submitted, at a minimum, quarterly to County. Invoices must specify budget categories and include documentation to support the invoice, including:

1. List of enrolled households
2. General ledger with itemized Housing Assistance Payments
3. Itemized administrative payments

The County shall make payment to the CDA within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County, on any invoices or forms required or specified by Dakota County staff. If an invoice is received for a monthly period in which the Quarterly Expenditure Report is past due, the invoice will be held until the Quarterly Expenditure Report has been submitted, even if the invoice was submitted thirty-five (35) or more days prior.

All invoices and required documentation will be sent to via email to: sshousingfinancial@CO.DAKOTA.MN.US

If the invoice is incorrect, defective, or otherwise improper, the County will notify the CDA within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the CDA, the County will make payment within thirty days.

Payment will be made upon receipt of an invoice based on a line item budget presented, on Exhibit 2. This budget is estimated and line items may be revised as necessary to achieve programmatic goals, however, County approval is required for line item budget changes of more than 10% of total budget in a year.



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5F

DEPARTMENT: Housing Development

FILE TYPE: Federal - Consent

TITLE

Establish The Date For A Public Hearing Regarding The Disposition Of DCCDA Section 18, LLC Property

PURPOSE/ACTION REQUESTED

Schedule a public hearing date regarding the disposition of a property owned by the DCCDA Section 18, LLC.

SUMMARY

The Dakota County CDA, as the sole member of the DCCDA Section 18, LLC currently owns 54 properties throughout Dakota County. Three properties are under contract and one property will be marketed after the December Board meeting. These are single family homes and duplexes that were previously part of the federal 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. The units must be sold at fair market value or higher.

The proposed hearing is for one property going on the market:

- 12951 & 12955 Girard Avenue, Burnsville (duplex)

As required by CDA's Disposition Policy, a public hearing must be held to consider the sale of this property. When an interested buyer enters into a purchase agreement with the DCCDA Section 18 LLC, staff will return to the Board to hold a public hearing for the property.

RECOMMENDATION

Staff recommends setting the public hearing for Tuesday, January 20, 2026, at 3:15 p.m. for the purpose of considering the terms of the sale of the property.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA), as sole member of the DCCDA Section 18, LLC (LLC) owns properties located throughout Dakota County; and

WHEREAS, the CDA is accepting offers from the public for one property being marketed by The Huerkamp Home Group/Keller Williams Preferred Realty to the public; and

WHEREAS, to ensure the CDA is in a position to sell the property in a timely manner once a buyer is identified, staff recommends setting a public hearing in anticipation that there will be offers prior to the public hearing date of January 20, 2026 at 3:15 p.m.; and

WHEREAS, the disposition of the units satisfies the requirements of U.S. Department of Housing and Urban Development's Section 18 Demo/Dispo program; and

WHEREAS, Minnesota Statute 469.105, subds. 1, 2, and 4 requires a public hearing regarding the terms of the sale of real property.

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

1. A public hearing regarding the disposition of the following property will be held by the CDA Board on January 20, 2026, at or after 3:15 p.m. at the CDA's office:

Property to be sold through the realtor:

- o 12951 & 12955 Girard Avenue, Burnsville (duplex)

2. The Executive Director, or his designee, is hereby authorized and directed to cause notice of such public hearing in substantially the form in Attachment B to be published in a newspaper of general circulation in Dakota County as required by Minnesota Statutes Section 469.105.

PREVIOUS BOARD ACTION

24-6842; 5/22/2024

ATTACHMENTS

Attachment A: Public Notice

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Lori Zierden, Real Estate Manager

PUBLIC NOTICE

Dakota County Community Development Agency

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 20, 2026, 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 DCCDA Section 18 LLC is advisable:

Address	Legal Description
12951 & 12955 Girard Avenue, Burnsville	<p>That part of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section Thirteen (13), Township One hundred fifteen (115), Range Twenty one (21), Dakota County, Minnesota, described as follows: Beginning at the Southwest corner of Lot Seven (7), Block One (1), Vista View 7th Addition; thence South 88 degrees, 15 minutes East on an assumed bearing along the South line of said Lot Seven (7), a distance of 71.00 feet; thence South 44 degrees, 11 minutes West, a distance of 129.21 feet; thence North 45 degrees, 39 minutes 01 seconds West, a distance of 1.81 feet; thence northwesterly and northerly, a distance of 101.19 feet along a tangential curve concave to the Northeast having a central angle of 50 degrees 27 minutes 35 seconds and a radius of 114.90 feet; thence North 4 degrees 48 minutes 34 seconds East tangent to the last described curve, a distance of 53.60 feet to the point of beginning.</p> <p>Residential (1-4 Family, RESPA Definitions)</p>

The terms and conditions for offers that staff are recommending to the CDA Board will be available at the CDA's office beginning December 16, 2025. For more information on this proposed sale, transfer, and/or exchange of property contact Lori Zierden at the Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123, telephone (651) 675-4479. Public comments may be submitted orally or in writing to the CDA through the public hearing to be held on January 20, 2026.

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

By /s/ Tony Schertler
Executive Director

[Date of Publication]



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 5G

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Award Contract For Access Control Replacement At Vermillion River Crossing (Farmington) and Haskell Court (West St. Paul)

PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for access control replacement at Vermillion River Crossing (Farmington) and Haskell Court (West St. Paul) senior housing developments.
- Authorize Change Order Authority.

SUMMARY

This contract is for the replacement of failing locks at Vermillion River Crossing and Haskell Court senior housing developments. This is part of a long-term plan to roll out new technology over the course of the next couple of years and to replace the existing failing and obsolete locks.

On December 2, 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. Four contractors showed interest in the project with two showing up to the walk-through. Two bids were received with Safeguard Security as the low bid, Base Bid plus Alternate #1; the bid tabulation is Attachment B. Safeguard has successfully completed similar projects for the CDA in the past. Both parties met the Certified Integrator (CI) and locksmith requirements.

The alternate was included to add matching apartment door levers (Alternate #1) with a cost of \$4,410 and staff recommends accepting this alternate. The contract price, including the Base Bid and Alternate #1 is \$152,911.50; and there are funds available for this project in the current Extraordinary Maintenance budget. It is expected that the project would be completed by May 2026.

RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with Safeguard Security in the amount of \$152,911.50 (includes Alternate #1) and be authorized to sign change orders in amount not to exceed \$15,291 (this is 10% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACTS

The \$168,202.65 (contract plus change order authority) will be funded from the FYE26 Extraordinary Maintenance Budget

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, formal bids were received on December 2, 2025 for the Access Control project at Vermillion River Crossing (Farmington) and Haskell Court (West St. Paul) senior housing developments in Dakota County; and

WHEREAS, Safeguard Security submitted a responsive bid of \$152,911.50; 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 Extraordinary Maintenance Budget for this project.

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 Safeguard Security in the amount of \$152,911.50; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director be authorized to approve change orders in an amount not to exceed \$15,291.

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:

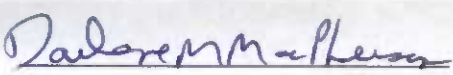
- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 11/07/2025 and the last insertion being on 11/14/2025.

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 11/14/2025


 Notary Public

**Rate Information:**

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

\$999.99 per column inch

Ad ID 1501193

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS
DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)
EAGAN, MN 55123**

Notice is hereby given that sealed bids will be received by the Office of the Director of Housing Finance & Development, Dakota County CDA, Minnesota until **10:00 AM, Tuesday, December 2, 2025**, at the office of Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123, at which time they will be publicly opened and read aloud for the furnishing of all labor and materials for the **Access Control Replacement Project at Vermillion River Crossing and Haskell Court Senior Housing Developments in Dakota County, MN.**

This Project is subject to Minnesota Statutes 2019, section 16C.285 (Responsible Contractor's Act) and therefore requires a Verification of Compliance form included with the bid.

Bids received after this day and time will be rejected. No telephone bids nor faxed bids will be accepted. Bids shall be on the forms provided for this purpose and according to the Bidding Documents prepared by Dakota County CDA. Bids will be opened publicly and read aloud. A bid tabulation will be furnished to the Bidders. Bids shall be addressed to:

**Senior Housing Access Control Replacement Project-Public Bid
c/o Dakota County CDA, 1228 Town Centre Drive,
Eagan, MN 55123
Attn: Troy Blakestad**

A mandatory pre-bid walkthrough is scheduled for **Monday, November 17th** to tour both developments. This is required of **ALL bidders**. Failure of a bidder to attend the walkthrough immediately subjects their bid to disqualification. Interested bidders can contact **Troy Blakestad @ 651-675-4475** of the Dakota County CDA to obtain bid documents and receive more information regarding the walkthrough and this project.

Bid security in the amount of 5% of the bid must accompany the bid in accordance with the Instruction to Bidders. Any bid not including a bid security will be considered disqualified. Payment and Performance Bonds will also be required of the awarded party.

The CDA hereby notifies all bidders in regard to any Contract entered into pursuant to this advertisement. Disadvantaged Business Enterprises (D.M.E.) will be afforded full opportunity to submit bids and / or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, or national origin.

The Dakota County CDA reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the Contract in the best interest of the CDA.

Troy Blakestad, Capital Projects Manager, Dakota County CDA

Published in the Dakota County Tribune
November 7, 14, 2025
1501193

Project: Access Control Replacement Project
 Project Addresses: Vermillion River Crossing and Haskell Court
 Bid Opening: Tuesday, December 2, 2025: 10:00 a.m.

BID TABULATION

BIDDER	BID BOND	Addenda 1&2 Noted	BASE BID	Alternate #1
Assured Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 168,785.21	\$ 2,444.76
Safeguard Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 148,501.50	\$ 4,410.00



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 6A

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

Open And Continue A Public Hearing Regarding A Housing Finance Program And The Issuance Of Multifamily Housing Revenue Note (Old County 34 Project, Burnsville)

PURPOSE/ACTION REQUESTED

Open and continue a public hearing to receive public comment on the Housing Finance Program and the issuance of multifamily housing revenue note for the Old County 34 housing project located in Burnsville.

SUMMARY

The Dakota County Community Development Agency (CDA) received applications from Reuter Walton Development, LLC, the managing general partner of the Burnsville Housing Limited Partnership, a Minnesota limited partnership (the "Owner"), requesting financing to assist with the acquisition and construction of the 120-units general occupancy Old County 34 Apartments multifamily housing project (the "Project"). The Project will be a 120-unit general occupancy multifamily rental building for low- and moderate-income persons located at 2316 and 2420 Old County Road 34 Place in Burnsville. The Owner requests the CDA to issue up to \$20,000,000 of multifamily housing revenue notes in one or more series (the "Note") and loan the proceeds thereof to the Owner.

Minnesota Statutes, Chapter 462C (the "Act") requires that the CDA adopt a housing finance program relating to the Note and Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), as amended, requires the CDA to hold a public hearing prior to the issuance of the Note. The public hearing is intended to satisfy both of these requirements. The public notice of the hearing was published in the Dakota County Tribune on December 5, 2025.

The developer has requested that the public hearing be continued to February 17, 2026 to allow more time for due diligence for the financing for the project.

RECOMMENDATION

Staff recommends the Board open and continue the public hearing to receive comments on the Housing Finance Program and the issuance of multifamily housing revenue note for the Project until February 17, 2026 at 3 p.m.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, a notice of the public hearing was published in the Dakota County Tribune per statutory requirements; and

WHEREAS, after the public hearing notice was published, Reuter Walton Development, LLC requested to continue the public hearing until February 17, 2026 to allow for more time for due diligence for the financing for the project.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of commissioners, That the public hearing be continued to the February 17, 2026 Dakota County CDA Board meeting.

PREVIOUS BOARD ACTION

25-7029; 11/18/2025

ATTACHMENTS

None.

CONTACT

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

Author: Kathy Kugel, Housing Finance Manager



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 6B

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

Authorize The Levy Of A Special Benefit Tax Pursuant To Minn. State.469.033, Subd. 6 And 383D.41

PURPOSE/ACTION REQUESTED

- Authorize levy funds for 2026
- Approve a final budget amount for the 2026 levy

SUMMARY

The Dakota County CDA is authorized to levy a Special Benefit Tax up to 0.0185 percent of the total estimated market value (EMV) within Dakota County, per MN Statute 469.033, subd.6. In accordance with the MN Property Tax Administrative Guide, Housing and Redevelopment Authority levy rates are applied to the assessed value for the previous year. MN statute also requires the CDA to obtain County approval for the levy amount requested and to file a levy budget with the County.

The previous year's final countywide estimated market value, as confirmed by the Dakota County Assessor's Office, is \$75,322,006,900. The CDA's 2026 proposed levy request is .0156 percent of EMV. This proposed levy is estimated to provide \$11,750,233 to the CDA during calendar year 2026.

The majority of the CDA levy funds are pledged to support the Common Bond Fund (Senior Housing Development Program and Gateway Place) annual debt service payment, as required by the common bond indenture. The remaining funds are available for CDA initiatives in support of its mission and will be budgeted through the Fiscal Year Ending 2027 annual budget process.

The CDA Board of Commissioners approved an initial 2026 levy rate of 0.0156 percent of EMV at its September 23, 2025 meeting and the Dakota County Board of Commissioners affirmed that rate at its October 21, 2025 meeting.

Attachment A is the final 2026 levy budget to be provided to the County Treasurer/Auditor in compliance with MN Statute.

RECOMMENDATION

CDA staff recommends setting the CDA levy at 0.0156 percent of the Estimated Market Value for a dollar amount of \$11,750,233.

EXPLANATION OF FISCAL/FTE IMPACTS

Funds approved for the 2026 levy would be received in July and December of 2026, with any delinquent funds received in February 2027, and will be budgeted in the Dakota County CDA FYE27 operating budget that runs from July 1, 2026 – June 30, 2027.

☐ None ☐ Current budget ☐ Amendment Requested ☒ Other

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA) is organized and exists under Minnesota Statutes, Section 383D.41, as amended (Enabling Act); and

WHEREAS, pursuant to the Enabling Act, the CDA has all the powers and duties of a housing and redevelopment authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Sections 469.001 to 469.047 (HRA Act), those powers of an Economic Development Authority under Minnesota Statutes, Sections 469.090 to 469.1081 (EDA Act) expressly granted by the Dakota County Board, and the authority to levy the special benefit tax with the approval of the Dakota County Board as permitted under the HRA Act at such higher limits as may be permitted under either the HRA Act or the EDA Act; and

WHEREAS, pursuant to the Enabling Act, for the purpose of applying the provisions of the HRA Act to the CDA, Dakota County (County) is deemed to have all powers and duties of a municipality under the HRA Act and the Board of Commissioners of the County is deemed to have all powers and duties of a governing board of a municipality under the HRA Act; and

WHEREAS, by Resolution 94-926 (December 6, 1994), the Dakota County Board authorized the CDA to levy and collect the Special Benefit Tax Levy authorized by the HRA Act without subsequent annual approval of the County; and

WHEREAS, the HRA levy limit at the time of Resolution 94-926 was 0.0144 percent of estimated market value and the CDA has subsequently requested approval by the County Board of Commissioners for any levy request above 0.0144 percent of estimated market value; and

WHEREAS, the CDA Board of Commissioners approved the initial authorization and budget for the proposed levy at its September 23, 2025 meeting and the Dakota County Board of Commissioners approved the CDA's proposed 2026 Special Benefit Levy at 0.0156 percent of estimated market value at its October 21, 2025 meeting; and

WHEREAS, the CDA is required pursuant to Section 469.033, Subdivision 6, of the HRA Act to formulate and file a budget with the County, and the amount of the Special Benefit Tax levy for the following year shall be based on that budget; and

WHEREAS, the CDA Board has before it, for its consideration, a copy of a final budget for the use of 2026 levy proceeds, based on a Special Benefit Tax of 0.0156 percent of estimated market value, for the payment of debt service for the CDA bond-funded developments and other CDA initiatives.

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

Section 1. The Year 2026 levy budget of \$11,750,233 presented for consideration to the Board of Commissioners of the CDA is hereby in all respects approved.

Section 2. There is hereby levied pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 a special benefit tax in the amount of the sum of (a) 0.0144 percent of the estimated market value within the County or \$10,846,369 and (b) an additional levy in the amount

of 0.0012 percent of the estimated market value within the County or \$903,864 for a total of 0.0156 percent of the estimated market value within the County or \$11,750,233.

PREVIOUS BOARD ACTION

94-926; 12/6/1994

25-7015; 9/23/2025

ATTACHMENTS

Attachment A: 2026 final budget

CONTACT

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

Author: Lisa Alfson

**2026 Special Benefit Tax Levy Budget
Dakota County Community Development Agency**

Program: Housing Development and Enhancement Programs

Objective: To provide quality, affordable housing for low- to moderate-income households and support economic development initiatives in Dakota County.

Budget Detail:

Bond-funded CDA Developments	\$ 5,600,000
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Funds will be used for the payment of debt service on bonds issued for the development of affordable housing by the CDA.

CDA Initiatives	\$ 6,150,233
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Funds will be used in support of CDA initiatives to further the mission of the CDA and budgeted through the CDA's FYE27 budget process.

TOTAL BUDGET REQUEST	\$11,750,233
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Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 6C

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Informational

TITLE

Update On Use Of CDA Administered Local Affordable Housing Aid Funds

PURPOSE/ACTION REQUESTED

- Provide an update on spending of Local Affordable Housing Aid (LAHA) from cities and Dakota County that is administered by the Dakota County CDA.
- Discuss additional uses of LAHA.

SUMMARY

The Minnesota State Legislature passed a \$1 billion housing bill in May 2023 to fund various affordable housing programs, including the establishment of a quarter-cent metropolitan regional sales tax for housing needs, with a portion of the sales tax funds going directly to counties and cities as local affordable housing aid (LAHA). LAHA is intended to develop and preserve affordable housing and help persons experiencing homelessness.

The CDA is not a direct LAHA recipient. The CDA's approach to LAHA is to collaborate with city partners and the County on the deployment of LAHA funds. Our collaborative outreach effort succeeded in executing joint powers agreements (JPA) with nine cities and the County to administer \$6,774,331.55 of 2024 and 2025 LAHA funds.

Staff will present the uses, commitments, expenditures and outcomes of CDA administered LAHA funds, both from our city and county partners.

ATTACHMENTS

Attachment A: 2025 LAHA Allocations

Attachment B: CDA administered County LAHA funds

Attachment C: CDA administered city LAHA funds

CONTACT

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

Author: Lisa Alfson

LOCAL AFFORDABLE HOUSING AID

Source:	Dept Revenue 7/8/24	Dept of Revenue 7/1/25
	FY2024	FY2025
Metropolitan County Aid	\$ 32,209,614	\$ 85,413,859
State Rent Assistance	\$ 16,104,807	42,706,930
Metropolitan City Aid	\$ 16,104,807	42,706,930
Local Sales Tax Total	\$ 64,419,227	\$ 170,827,719

Source:	Dept Revenue 7/8/24	Dept of Revenue 7/1/25
	FY2024	FY2025
Metropolitan County Aid		
Anoka	\$ 3,390,611.15	\$ 9,123,550.37
Carver	\$ 1,630,367.98	\$ 4,285,474.79
Dakota	\$ 4,103,737.26	\$ 10,926,496.67
Hennepin	\$ 12,451,444.69	\$ 32,714,382.07
Ramsey	\$ 6,011,349.63	\$ 15,929,046.06
Scott	\$ 1,903,375.92	\$ 5,072,207.87
Washington	\$ 2,718,726.98	\$ 7,362,701.55
Total Metro County Aid	\$ 32,209,613.61	\$ 85,413,859.38

Metropolitan City Aid	FY2024	FY2025
Apple Valley	\$ 282,732.21	\$ 764,230.98
Burnsville	\$ 405,820.74	\$ 1,141,331.12
Eagan	\$ 346,610.91	\$ 891,647.99
Farmington	\$ 88,549.46	\$ 244,803.33
Hastings	\$ 114,387.44	\$ 284,519.48
Inver Grove Heights	\$ 200,443.29	\$ 491,911.00
Lakeville	\$ 229,464.59	\$ 635,458.47
Mendota Heights	\$ 43,876.81	\$ 123,621.61
Rosemount	\$ 85,047.80	\$ 232,874.92
South St. Paul	\$ 120,170.48	\$ 313,527.18
West St. Paul	\$ 178,000.86	\$ 455,854.70
Total City Aid	\$ 2,095,104.59	\$ 5,579,780.78

2025 County LAHA FundsTimeline:

6/24/2025 County Board approved authorizing to execute JPA w/CDA for LAHA funds.

7/29/2025 CDA Board approved authorizing JPA for 50% County 2025 LAHA funds allocation (\$5,463,348.33)

8/21/2025 JPA executed with all signatures.

9/3/2025 CDA formally requested half of the 50% from County.

9/8/2025 Received funds from County. (2,731,674.00)

12/22/2025 Requested remaining funds from County (\$2,731,574.33)

Use	Qualifying Project Category	Board Resolution	Budget Amount	Expended Amount (As of 11.30.25)	Committed Amount (11.30.25)
Preservation Project, rehab of Marketplace Townhomes (Hastings)	Affordable Housing Development & Financing	25-6989; 7/29/25	\$722,167	\$368,375.15	\$353,792
Preservation Project, rehab of Hillside Gables Townhomes (MH)	Affordable Housing Development & Financing	NOT Yet Approved by Board	\$980,000		\$980,000
Acquistion 1544 Concord St S, SSP	Affordable Housing Development & Financing	25-6991; 7/29/25	\$375,000	\$246,680.82	\$128,319
Supportive Services & Rental Assistance @ Denmark Trails (2 units)	Supportive Services for Supportive Housing	25-6993; 7/29/25	\$45,000		\$45,000
Acquistion 1554 Concord St S, SSP	Affordable Housing Development & Financing	25-7022; 10/21/2025	\$50,000		\$50,000

Totals

	\$2,172,167	\$615,055.97	\$1,557,111
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Total Allocation from County	\$5,463,248.33
Amount Budgeted	\$2,172,167.00
Amount Remaining to Budget	\$3,291,081.33

Expenditure deadline is December 31, 2029

2025 County LAHA Funds - Prospective Uses

Use	Qualifying Project Category	Board Consideration	Estimated Amount
Countywide Radon Mitigation Program	Affordable Housing Development & Financing	<u>Goal</u> : Bring to CDA Board for consideration January 2026	\$300,000
Renters on the Rise Down Payment Assistance Program	Affordable Housing Development & Financing	Program Policy approved (Res. No 24-6868; 7/24/24) but funding not yet approved. Vetting staff capacity to implement.	TBD
Acquisition of Dakota County land in SSP along Concord	Affordable Housing Development & Financing	<u>Goal</u> : Bring to CDA Board for consideration Q1 2026	TBD
Gap financing for internal and/or external affordable housing developments	Affordable Housing Development & Financing	Reviewing housing finance policies and considering analysis of gap resources per unit	TBD
Supportive Services at CDA-owned building (Lincoln Place)	Supportive Services for Supportive Housing		TBD

City	CDA Activity	2024 City LAHA Committed to CDA Programs	\$\$ LAHA Obligated to Rehab Client as of 11/30/2025	\$\$ LAHA Expended	# Households Served	Types of Projects
AV	HO Rehab	\$ 212,049.21	\$ 211,839.00	\$ -	6	Complete partially finished basement bathroom, Install ADA shower, Windows, Insulation, HVAC, Plumbing/Electrical, Flooring repair
	Radon	\$ 70,683.00	\$ 3,516.00	\$ 916.00		Radon testing
EA	HO Rehab	\$ 150,000.00	\$ 150,000.00	\$ 35,000.00	5	Roof, deck replacement, shower replacement, doors, windows, kitchen cabinet
	Radon	\$ 25,000.00	\$ 916.00	\$ 1,045.00		Radon testing
FM	HO Rehab	\$ 79,694.46	\$ 79,440.00	\$ 27,575.00	4	Windows, Electrical panel replacement, Roof, Siding
	Radon	\$ 8,855.00	\$ 2,758.00	\$ 2,887.00		Radon testing and installation of mitigation systems
HST	HO Rehab	\$ 57,193.72	\$ 57,000.00	\$ 35,000.00	2	Roof, Deck, Windows, Sewer lining
	Radon	\$ 28,596.86	\$ 2,629.00	\$ 2,629.00		Radon testing and installation of mitigation systems
IGH	HO Rehab	\$ 160,354.63	\$ 117,005.00	\$ 34,432.00	5	Windows, Electrical panel replacement, Roof, Doors
	Radon	\$ 40,088.66	\$ 4,048.00	\$ 848.00		Radon testing
LV	HO Rehab	\$ 137,678.75	\$ 136,695.00	\$ 55,720.00	5	Windows, Siding, Attic Insulation, Lower level shower replacement
	Radon	\$ 91,785.84	\$ 11,126.00	\$ 3,351.00		Radon testing
MH	HO Rehab	\$ 40,376.81	\$ -	\$ -	0	
	Radon	\$ 3,500.00	\$ -	\$ -		
RM	HO Rehab	\$ 42,523.90	\$ 42,523.90	\$ -	2	Bathroom remodel, Driveway expansion, Flooring
	Radon	\$ 42,523.90	\$ 329.00	\$ 329.00		Radon testing
SSP	HO Rehab	\$ 90,178.48	\$ 89,912.00	\$ 66,400.00	4	HVACs, Water heater, ADA Toilets, Doors, Bathroom Accessibility,
	Radon	\$ 30,000.00	\$ 8,554.00	\$ 1,048.00		Radon testing
TOTAL		\$ 1,311,083.22	\$ 918,290.90	\$ 267,180.00	33	

Remaining \$\$ to be spent	\$ 1,043,903.22
Remaining \$\$ to be obligated	\$ 392,792.32
\$\$ obligated	70%

Note: Smoke & CO Alarms are part of every bid. These are always installed when needed.

NOTE: LAHA funds are also used for radon testing for CDBG-funded files. That information is not included in this chart.



Board of Commissioners

Request for Board Action

Meeting Date: December 16, 2025

Agenda #: 6F

DEPARTMENT: Administration

FILE TYPE: Regular - Action

TITLE

Closed Executive Session: Executive Director Annual Performance Evaluation

PURPOSE/ACTION REQUESTED

Hold a closed executive session.

SUMMARY

The Dakota County Attorney has advised that prior to closing a CDA Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the Board must resolve by majority vote to close the meeting.

RECOMMENDATION

The Executive Director recommends and agrees that a closed executive session should be held during the CDA Board meeting on December 16, 2025 to conduct his annual performance evaluation.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

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

WHEREAS, the CDA Board of Commissioners desires to meet to discuss the performance of the Executive Director.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Dakota County Community Development Agency Board of Commissioners hereby closes the CDA Board meeting on December 16, 2025 to discuss the performance of the Executive Director.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

None.

CONTACT

Department Head: Tony Schertler, Executive Director

Author: Sara Swenson