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For more information, call 651-675-4434.

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

Next Meeting

April 21, 2026

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

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



Board of Commissioners

Meeting Minutes

Meeting Date: February 17, 2026

3:00 PM

Boardroom; CDA Office, Eagan, MN

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

COMMISSIONER ROLL CALL

	Present	Absent
Commissioner Slavik, District 1		<i>X – arrived at 3:03 p.m.</i>
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
Kathy Kugel, Housing Finance Manager
Lisa Hohenstein, Director of Housing Assistance
Anna Judge, Director of Property Management
Jessica Henseler, Property Manager

Others in attendance:

Erin Stwora, Dakota County
Emily Schug, Dakota County
Marti Fischbach, Dakota County
Heidi Welch, Dakota County
Madeline Kastler, Dakota County
Patrick Ostrom, Real Estate Equities

AUDIENCE

No audience members addressed the Board.

APPROVAL OF AGENDA AND MEETING MINUTES

26-7067 **Approval Of Agenda And Meeting Minutes**

BE IT RESOLVED, by the Dakota County Community Development Agency Board of

Commissioners, that the agenda for the February 17, 2026 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 January 20, 2026 Annual and Regular Board meetings be approved as written.

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			
Velikolangara	X			

FEDERAL PUBLIC HOUSING AND HOUSING CHOICE VOUCHER AGENDA

26-7068 **Authorization To Execute Contract For Common Area Flooring Replacement At Colleen Loney Manor (West St. Paul)**

WHEREAS, the Dakota County Community Development Agency solicited a bid using Sourcewell, a cooperative purchasing company, for the common area flooring replacement at Colleen Loney manor, a public housing apartment building in West St. Paul; and

WHEREAS, Sourcewell creates and maintains competitively solicited cooperative contracts for the use of government, educational, and non-profit organizations; and

WHEREAS, funds to complete this project are included in the Capital Fund budget.

NOW, THEREFORE, BE IT RESOLVED, by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director is authorized to sign a contract with Value Plus Flooring in the amount of \$125,443; and

BE IT FURTHER RESOLVED, That the Deput Executive Director is authorized to execute change orders not to exceed \$25,088.

Motion: Commissioner Velikolangara Second: Commissioner Halverson

Ayes: 7 Nays: 0 Abstentions: 0

	Yes	No	Absent	Abstain
Slavik			X	
Atkins	X			

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

CONSENT AGENDA

26-7069 **Approval Of Record Of Disbursements – January 2026**

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the January 2026 Record of Disbursements is approved as written.

26-7070 **Award Alarm Inspections, Testing And Monitoring Contract To Alarm And Communications Systems**

WHEREAS, the Dakota County Community Development Agency accepted bids for the inspections, testing and monitoring of all alarm systems located in CDA owned properties; and

WHEREAS, Alarm and Communication Systems (ACS) is the low responsive bidder with a three-year contract total of \$131,964; and

WHEREAS, funds are allocated from the operating budgets of the properties for this work.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the three-year inspections, testing and monitoring contract for CDA properties be awarded to ACS.

26-7071 **Authorize The Declaration Of Official Intent To Reimburse Certain Expenditures Made Prior To The Issuance Of Bonds For A Senior Multifamily Housing Development**

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

1. Recitals:
 - a. The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of obligations, all or a portion of the proceeds of which are to be used to reimburse the Dakota County Community Development Agency (CDA) for project expenditures made by the CDA prior to the date of issuance.
 - b. The Regulations generally require that the CDA make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing no later than 60 days after payment of such expenditure, that the borrowing occur and the

reimbursement allocation be made from the proceeds of such borrowing within 18 months of the payment of the expenditure or, if longer, within 18 months of the date the project is placed in service, but in no event more than three years after the date the original expenditure was paid and that the expenditure must either be a capital expenditure, or a cost of issuance of the obligation.

- c. The Regulations do not require a Declaration in order to reimburse from bond proceeds the following expenditures: (i) costs of issuance of a bond; (ii) an amount to be reimbursed not exceeding the lesser of \$100,000 or 5 percent of the proceeds of the bond issue; and (iii) preliminary expenditures (including architectural, engineering, surveying, soil testing and similar costs) up to an amount not in excess of 20 percent of the aggregate issue price of the issue(s) reasonably expected to finance the project for which the preliminary expenditures have been incurred.

2. Declaration. The CDA desires to comply with requirements of the Regulations with respect to the following capital project (the "Project") in order to preserve the option of the CDA to finance costs of the Project with tax-exempt obligations:

- a. The acquisition of one or more parcels of land within Dakota County and the development by the CDA of a multifamily rental housing facility for seniors as part of the CDA's ongoing Common Bond program and the construction of the Project. The maximum amount of debt to be issued for the Project is \$18,000,000, plus costs of issuance, capitalized interest and reserves. The CDA reasonably expects to reimburse all or a portion of the expenditures made for costs of the Project out of the proceeds of an obligation, as defined in the Regulations.

3. Budgetary Matters. As of the date hereof, there are no CDA funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocate on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project. This resolution, therefore, is determined to be consistent with the CDA's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

26-7072 **Establish A Date For A Public Hearing Regarding A Housing Finance Program And The Issuance Of Multifamily Housing Revenue Notes Or Bonds (Valley Station Project, Apple Valley)**

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 Real Estate Equities, on behalf of Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership (the "Owners"), requesting the CDA to issue an amount not to exceed \$45,000,000 of

multifamily housing revenue notes or bonds in one or more series of tax-exempt and/or taxable obligations including \$28,400,000 of tax-exempt bonds issued using carryforward bonding allocation and the remaining amount constituting a combination of tax-exempt bonds issued using recycled allocation and/or taxable bonds (the “Bonds”) and loan the proceeds thereof to the Owner to finance the acquisition, construction and equipping of the approximately 144-unit multifamily building and certain functionality related improvements thereto for low- and moderate-income households (the “Project”), to be located at 15584 Gaslight Drive in the City of Apple Valley, 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 20 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 issued.

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 March 24, 2026, 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 or 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 statement is not a commitment from 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.

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

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

WHEREAS, the CDA proposed to adopt a QAP regarding the allocation of Tax Credits using 2027 volume cap and the allocation of any “automatic” tax credits attributable to private activity bonds issued after the adoption of the plan (“2027 Plan”).

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

1. A public hearing regarding the adoption of the 2027 Plan will be held by the CDA Board on April 21, 2026 at or after 3 p.m. at the CDA’s office.
2. Staff are authorized and directed to cause notice of such public hearing to be published in a newspaper of general circulation in the CDA’s jurisdiction not less than ten (10) days prior to such hearing.

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			

REGULAR AGENDA

26-7074 **Continue A Public Hearing Regarding A Housing Finance Program And The Issuance Of Multifamily Housing Revenue Note (Old County 34 Project, Burnsville)**
Kathy Kugel presented information and answered questions.

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

WHEREAS, after the public hearing was published, Reuter Walton Development, LLC requested to continue the public hearing until March 24, 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 March 24, 2026 Dakota County CDA Board meeting.

Motion: Commissioner Workman

Second: Commissioner Halverson

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 Proposed Qualified Allocation Plan Revisions For The 2027 Low Income Housing Tax Credit Allocation

Kathy Kugel and Tony Schertler presented information and answered questions.

Item 5E: Establish The Date For A Public Hearing On Qualified Allocation Plan For The Allocation Of 2027 Low Income Housing Tax Credits was recalled from Consent agenda to change the date from March 24, 2026 to April 21, 2026.

Motion To Recall Item 5E

Motion: Commissioner Hamann-Roland

Second: Commissioner Halverson

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			

Motion to Amend the Date in Item 5E

Motion: Commissioner Hamann-Roland

Second: Commissioner Slavik

Ayes: 7

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Atkins	X			

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

INFO **Financial Sustainability Of Lincoln Place Supportive Housing (Eagan)**
Anna Judge and Jessica Henseler presented information and answered questions.

INFO **Executive Director Update**
Tony Schertler provided information and answered questions.

INFO **Information**
 A. Open To Business, Q4 2025 Report

26-7075 **Adjournment**
 BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners, hereby adjourns until Tuesday, March 24, 2026.

Motion: Commissioner Droste

Second: Commissioner Slavik

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 4:19 p.m.

Clerk to the Board



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 4A

DEPARTMENT: Finance

FILE TYPE: Federal - Consent

TITLE

Approval Of Amendments To The Fiscal Year Ended June 30, 2025 HUD Public Housing Operating Budget

PURPOSE/ACTION REQUESTED

Approve amendments to the Fiscal Year Ended June 30, 2025 HUD Public Housing Operating Budget.

SUMMARY

Pursuant to CDA budget policy, the Executive Director is permitted to approve the transfer of budget authority between controlled line-item expenditures up to established limits. In addition, any increase in total spending generally requires approval of the CDA Board of Commissioners.

- Budgetary Transfers: As required by CDA budget policy, a listing of all budget amendments approved by the Executive Director shall be submitted to the CDA Board of Commissioners. The listing reports \$17,044 in transfers between controlled line-item expenditures that were approved by the Executive Director during the Fiscal Year Ended June 30, 2025.

Date	Program	Budget Category	Amount	Description
09/13/24	Public Housing	Extraordinary Maintenance	+ \$11,815	PH-Scattered Sites: Drywall repairs & plumbing (AV-Glazier Townhomes)
		Ordinary Maintenance	- \$11,815	PH-Scattered Sites: Flooring expenses
09/30/24	Public Housing	Extraordinary Maintenance	+ \$5,229	PH-Scattered Sites: Mold remediation (AV-142 nd Street)
		Ordinary Maintenance	- \$5,229	PH-Scattered Sites: Grounds maintenance expenses

RECOMMENDATION

Staff recommends approval of these transfers of budget authority between controlled line-item expenditures. They are being done in accordance with the requirements of CDA budget policy.

EXPLANATION OF FISCAL/FTE IMPACTS

The budget amendments being reported as transfers of budget authority between controlled line-item expenditures do not increase total spending for the Fiscal Year Ended June 30, 2025.

None
 Current budget
 Amendment Requested
 Other

RESOLUTION

WHEREAS, the Dakota County CDA has adopted HUD Public Housing operating budget for the Fiscal Year Ended June 30, 2025; and

WHEREAS, CDA budget policy requires that a listing of budget transfers approved by the Executive Director be presented to the Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the budget amendments approved by the Executive Director for the Fiscal Year Ended June 30, 2025 pursuant to the requirements of CDA budget policy is affirmed by the CDA Board.

PREVIOUS BOARD ACTION

24-6849; 6/26/2024

ATTACHMENTS

None.

CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 4B

DEPARTMENT: Housing Assistance

FILE TYPE: Federal - Action

TITLE

Conduct And Close Public Hearing To Receive Comments And Approve The 2026 Public Housing Agency Annual Plan

PURPOSE/ACTION REQUESTED

- Conduct and close public hearing.
- Approve 2026 Public Housing Agency Annual Plan.

SUMMARY

As an administrator of the Housing Choice Voucher and Public Housing programs, the Dakota County Community Development Agency (CDA) is required to prepare an Annual Update to its Public Housing Agency Plan (PHA Plan) using the Department of Housing and Urban Development's (HUD) prescribed template.

The CDA's 2026 PHA Annual Plan Update (Attachment A) outlines goals and objectives for the Housing Choice Voucher and Public Housing programs for the upcoming year.

HUD requires a 45-day public comment period and a public hearing for the drafted PHA Plan. The public comment period was published in the Dakota County Tribune on January 16, 2026 (Attachment B) and was posted on the CDA's website. The drafted PHA Plan was available to review on the CDA's website and at the CDA's office. Letters were sent to city officials in cities where public housing units are located to review the plan and provide comments. In conjunction with the public comment period, the CDA held two public housing resident meetings to solicit feedback. Public Housing and Housing Choice Voucher households were mailed a postcard with information on where to view the PHA Plan and could provide comments by email, phone or mail.

There were several comments from Public Housing residents and Housing Choice Voucher recipients, all of which were addressed. There were no comments received from city officials. The comments that were received are in Attachment C.

RECOMMENDATION

HUD requires Public Housing agencies to submit the PHA Plan 75 days prior to the fiscal year end. Staff recommend approval of the PHA Plan for submission to HUD.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

- None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, the U.S. Department of Housing and Urban Development requires that Public Housing agencies with Housing Choice Voucher and/or Public Housing programs submit an Annual update to its Public Housing Agency Plan (PHA Plan) in accordance with the prescribed HUD templates; and

WHEREAS, CDA Board Resolution 26-7058 scheduled a public hearing for the purpose of receiving comments from citizens and residents for the Annual Plan; and

WHEREAS, a public notice was published in the Dakota County Tribune and posted on the CDA's website; and

WHEREAS, CDA staff solicited feedback from program participants and community stakeholders; and

WHEREAS, comments that were received during the 45-day comment period have been considered in the Annual update to the PHA Plan; and

WHEREAS, a public hearing for the purpose of receiving additional comments from citizens and residents was conducted at the CDA board meeting on March 24, 2026; and

WHEREAS, the PHA Plan was reviewed and discussed with the CDA Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the 2026 Public Housing Agency Annual Plan is approved for submission to the U.S. Department of Housing and Urban Development.

PREVIOUS BOARD ACTION

26-7058; 1/20/26

ATTACHMENTS

Attachment A: Revised Annual PHA Plan

Attachment B: Affidavit of publication for public comment and public hearing

Attachment C: Public comment received during comment period

CONTACT

Department Head: Lisa Hohenstein, Director of Housing Assistance

Author: Lisa Hohenstein

	<p>Y N</p> <p><input type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office Review.</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input type="checkbox"/> Choice Neighborhoods Grants.</p> <p><input type="checkbox"/> <input type="checkbox"/> Modernization or Development.</p> <p><input type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input type="checkbox"/> Homeownership Program under Section 32, 9 or 8(Y)</p> <p><input type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
<p>B.3</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p>
<p>B.4</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p>
<p>B.5</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y <input type="checkbox"/> N <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>

	<p>Plan Elements Submitted All Other Years (Years 1-4). Required elements for all other fiscal years. This section does not need to be completed in years when a Small PHA is submitting its 5-Year PHA Plan.</p>
<p>B.1</p>	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Choice Neighborhoods Grants.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Program under Section 32, 9 or 8(Y)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process.</p> <p>Modernization or Development. Upon vacancy of a Public Housing unit, the CDA utilizes capital funds for modernization.</p> <p>Demolition and/or Disposition. The Dakota County CDA is considering applying for the disposition of the remaining Public Housing units.</p> <p>Conversion of Public Housing to Tenant-Based Assistance. As part of the application process for disposition, the Dakota County CDA will be requesting Tenant Protection Vouchers.</p> <p>Units with Approved Vacancies for Modernization. Upon HUD approval, vacant units go into vacancy for modernization.</p> <p>(c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>(d) The PHA must submit its Deconcentration Policy for Field Office Review.</p>
<p>B.2</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>5-Year Action Plan for 2026-2030 approved 02/09/2026.</p>
<p>C</p>	<p>Other Document or Certification Requirements for Annual Plan Submissions. Required in all submission years.</p>
<p>C.1</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

	<p>Due to lack of interest from our residents in forming a RAB, all Public Housing residents were sent a postcard making them aware of the Public Comment period and where they can access the “proposed revised 5-year and Annual Plan”. Residents were informed via the above-mentioned postcard how they can provide comments to the CDA that will be shared with the 5-year and Annual Plan submission. With the lack of interest, the CDA views all residents as our RAB. Annually, the CDA solicits its Public Housing residents to form a RAB Board and to date we have not received interest from residents wanting to participate. See Public Comments document.</p>
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-CRT-SM, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> <p>(b) If yes, include Challenged Elements.</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low- income, very low- income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 2.67 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *MN147-DAKOTA COUNTY CDA Form HUD-50075-SM (Form ID - 7401) printed by Lisa Hohenstein in HUD Secure Systems/Public Housing Portal at 03/05/2026 03:48PM EST*

EXHIBIT 1A

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Goals adopted by the Dakota County CDA include:

Create and Maintain Affordable Housing Opportunities

- Apply for additional rental vouchers as they are available.
- Modernize public housing units utilizing over \$800,000 for public housing units per year.
- Compliance with VAWA requirements.

PROGRESS:

- **2025 HUD awarded the Dakota County CDA \$1,176,738 in capital funds. These grant dollars will be obligated and expended to complete needed rehabilitation work on public housing properties.**
- **VAWA notification is posted on the CDA's website and provided with applicant/participant documentation.**
- **Maintaining housing and/or subsidy when it has been determined protection by VAWA is warranted.**
- **Staff are trained on VAWA and its requirements.**

Strengthen Dakota County Communities

- Deconcentrate poverty by promoting mixed-income private developments when possible and maintaining scattered site public housing program.
- Promote self-sufficiency and asset development by continuing a Section 8 Family Self-Sufficiency program, incorporating services in housing units as feasible.
- Promote affordable home ownership opportunities by selling former Public Housing units to current residents and/or a non-profit entity.

PROGRESS:

- **Offered a four-part Financial Literacy Series for FSS participants.**
- **Since 2021, the CDA has sold 46 single family homes and 10 duplexes that were part of a Section 18 application from the CDA's Public Housing Program. By selling these units, the CDA promoted homeownership to income eligible households. The CDA will continue evaluating the feasibility of selling single family homes as the families vacate or sell to the current renter to continue promoting affordable homeownership, while also retaining the sale proceeds for future development of additional affordable housing in Dakota County.**

Excellence in the Administration of Programs

- Maintain 95% or better occupancy/utilization rate for each CDA housing program.
- Earn a High Performer designation through the Public Housing Assessment System (PHAS) and the Section 8 Management Assessment Program (SEMAP).
- Provide quality service to customers and clients through open communication, offering extended hours once a month for working program participants, and completing no less than 99% of Housing Choice Voucher recertifications on time.

PROGRESS:

- **Achieved 99.78% voucher utilization and 100% budget authority use for the HCV Program (most recent CY).**
- **Maintained High Performer designation for SEMAP.**
- **Obtain the maximum points for timely re-certifications established in SEMAP.**
- **CDA office is open to the public with staff and equipment available to assist with online application and recertification process.**

- **Implemented required HOTMA provisions. Prepared for implementation of the remaining provisions, when HUD sets effective date.**

Increase Public Awareness of Agency and Affordable Housing

- Promote housing programs through annual landlord conference and education.
- Promote initiatives through comprehensive communications program.
- Pursue opportunities for collaboration and partnership
- Promote the CDA and housing programs on social media platforms.

PROGRESS:

- **In 2023 the CDA offered landlords an in-person training including speakers on HQS inspections and the Dakota County Drug Task Force.**
- **In 2024 the CDA published a Fair Housing training for owners/landlords and hosted a NSPIRE training.**
- **Built partnerships with local community services to benefit the residents of Dakota County as a whole.**
- **Promoted the Dakota County CDA housing and employment opportunities on social media.**

Attract, Retain and Develop Qualified Staff

- Offer career opportunities and benefits that successfully compete with other employers.
- Foster workplace environment where employees feel supported and encouraged to pursue on-going professional development.

PROGRESS:

- **Offer compensation and a benefit package that is competitive with similar positions at housing authorities in the Twin Cities Metropolitan Area.**
- **Career laddering opportunities in both Housing Assistance and Property Management departments.**
- **Invested in professional development of all staff through local and national training opportunities.**
- **Purchased subscription to online HAI Training for staff to access on-demand.**
- **Tuition reimbursement available for continuing education.**
- **Regularly provide agency-wide training for all staff.**

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INVOICE

DAKOTA COUNTY CDA
 ATTN: ACCOUNTS PAYABLE
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 EAGAN, MN 55123

Check Number	Amount Paid

Account # 412621 \$54.45

ACCOUNT NUMBER	START DATE	STOP DATE	EDITION DATE	ACCOUNT REPRESENTATIVE
412621	01/16/26	01/16/26	1/16/2026	Apple Valley Legals 763-691-6000

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PUBLICATION	DATE	AD#	CLASS	DESCRIPTION/TAG LINE	TYPE	SIZE	QTY/TIMES	AMOUNT
Dakota Cnty Trib	01/16/2026	1512035	120	Housing Choice Voucher Comment	L	1.0 X 5.44	1	54.45

CDA
 JAN 23 2026
 Received

1082966

Net Amount	54.45
Shipping	0.00
Tax	0.00
Amount Due	54.45



\$30 charge assessed for returned checks.
 Report errors within 5 days to ensure consideration.
 Unpaid balances over 30 days past due will incur a 1.5%
 finance charge per month (Minimum .50 per month).

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF DAKOTA) ss

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 1 successive week(s); the first insertion being on 01/16/2026 and the last insertion being on 01/16/2026.

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: [Signature]
Designated Agent

Subscribed and sworn to or affirmed before me on 01/16/2026

[Signature]
Notary Public



Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
\$999.99 per column inch

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PUBLIC NOTICE-COMMENT PERIOD FOR DAKOTA COUNTY CDA AGENCY PLAN

The Dakota County CDA's Annual PHA Agency Plan which outlines the CDA's goals, objectives, and administrative policy for the Housing Choice Voucher (Section 8) and Public Housing program is available for public review and comment through 03/02/2026. A draft is available on the Dakota County CDA's website at www.dakotacda.org. Upon request, the Agency Plan can be made available in an alternative format.

Written and/or oral comments may be submitted to the CDA at Dakota County CDA, Attention: CDA Plan Comments, 1228 Town Centre Drive, Eagan, MN 55123. Comments sent by email may be sent to ajudge@dakotacda.org with the Subject line: CDA Plan Comments. Telephone: 651-675-4400, Fax: 651-675-4444, MN Relay Service: 1-800-627-3529.

As required by the Department of Housing and Urban Development (HUD), notice is hereby given that the Dakota County Community Development Agency's Board of Commissioners will hold a Public Hearing on Tuesday, March 24, 2026, at 3:00 p.m. at the Dakota County Community Development Agency's office to receive public comment on the Dakota County CDA's Public Housing Agency updated Annual PHA Agency Plan.

Published in the
Dakota County Tribune
January 16, 2026
1512035



March 3, 2026

To: Dakota County CDA Board of Commissioners

From: Anna Judge, Director of Property Management
Lisa Hohenstein, Director of Housing Choice Voucher Program

Re: Public Comments on CDA 2026 Annual PHA Plan

In addition to mailing postcards to all households that participate in the Housing Choice Voucher and Public Housing programs, the CDA advertised the public comment period in the Dakota County Tribune and on its website, held meetings for public housing residents (one at Collen Loney Manor and the other at the CDA's office), and solicited feedback from cities where the CDA has public housing units. In addition to the in-person meetings, residents were given the opportunity to make any comments through emails, phone, or mail.

The following comments were received and responded to through the public comment period for the CDA's 2026 Annual Public Housing Agency Plan.

Colleen Loney Manor resident comments received during annual meeting and CDA responses:

Comment	Response
There is a draft at the wall with the AC units	New AC units and chill stoppers are being installed this winter which will remove these concerns
Would like more notice of common area improvements	We will work on longer notices but due to the fact that the work is in common areas, it does not affect individuals privacy within their units
Leave AC manual when installing the new AC's	CDA staff will leave manuals in units upon installation of new AC units and chill stoppers

Housing Choice Voucher recipient comments were as follows:

Comment	Response
<ul style="list-style-type: none"> An HCV participant living in Senior Housing expressed concern about HCV funding being cut and the desire for new carpeting. 	<ul style="list-style-type: none"> Response provided that PHA Plan is unrelated to HCV funding and carpeting needs to be addressed by the Property Management Department



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5A

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of Record Of Disbursements – February 2026

PURPOSE/ACTION REQUESTED

Approve Record of Disbursements for February 2026.

SUMMARY

In February 2026, the Dakota County Community Development Agency (CDA) had \$5,914,811.89 in disbursements and \$597,198.79 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 February 2026.

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 February 2026 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements – February 2026

CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance

**Dakota County CDA
Record of Disbursements
For the month of February 2026**

	Date	Amount	Total
Common Bond Housing			
	02/20/26	<u>\$ 5,558.66</u>	
			\$ 5,558.66
Disbursing			
	02/01/26	\$ 42,197.00	
	02/05/26	\$ 399,184.78	
	02/12/26	\$ 879,591.05	
	02/19/26	\$ 573,041.68	
	02/26/26	<u>\$ 727,808.27</u>	
			\$ 2,621,822.78
Housing Assistance			
	02/01/26	\$ 3,226,690.45	
	02/12/26	<u>\$ 60,740.00</u>	
			\$ 3,287,430.45
Total Disbursements			<u><u>\$ 5,914,811.89</u></u>
February 2026 Payroll			
	02/06/26	\$ 298,267.61	
	02/20/26	<u>\$ 298,931.18</u>	
Total Payroll			<u><u>\$ 597,198.79</u></u>

Disbursement detail is available in the Finance Office



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5B

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of Amendments To The Fiscal Year Ended June 30, 2025 Operating Budget

PURPOSE/ACTION REQUESTED

Approve amendments to the Fiscal Year Ended June 30, 2025 Operating Budget.

SUMMARY

Pursuant to CDA budget policy, the Executive Director is permitted to approve the transfer of budget authority between controlled line-item expenditures up to established limits. In addition, any increase in total spending generally requires approval of the CDA Board of Commissioners.

- Attachment A: Budgetary Transfers: As required by CDA budget policy, a listing of all budget amendments approved by the Executive Director shall be submitted to the CDA Board of Commissioners. The listing reports \$1,006,290 in transfers between controlled line-item expenditures that were approved by the Executive Director during the Fiscal Year Ended June 30, 2025.

RECOMMENDATION

Staff recommends approval of these transfers of budget authority between controlled line-item expenditures. They are being done in accordance with the requirements of CDA budget policy.

EXPLANATION OF FISCAL/FTE IMPACTS

The budget amendments being reported as transfers of budget authority between controlled line-item expenditures do not increase total spending for the Fiscal Year Ended June 30, 2025.

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, the Dakota County CDA has adopted an operating budget for the Fiscal Year Ended June 30, 2025; and

WHEREAS, CDA budget policy requires that a listing of budget transfers approved by the Executive Director be presented to the Board of Commissioners; and

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the budget amendments approved by the Executive Director for the Fiscal Year Ended June 30, 2025 pursuant to the requirements of CDA budget policy are affirmed by the CDA Board.

PREVIOUS BOARD ACTION

24-6860; 6/26/2024

ATTACHMENTS

Attachment A: FYE 6/30/25 Budget Amendments

CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance

Attachment A: FYE 6/30/25 Budget Amendments

Budget Amendments for FYE 6/30/25 - transfers between controlled line-item expenditures approved by Executive Director totaling \$1,006,290

Date	Program	Budget Category	Amount	Description
09/13/24	Workforce Housing LLC	Extraordinary Maintenance	\$16,725	LV-Cedar Valley Remove 24 Ash trees and stump grinding
		Extraordinary Maintenance	(\$16,725)	Various buildings Replace appliances
09/13/24	Common Bond Housing	Extraordinary Maintenance	\$8,190	WSP-The Dakotah Replace air handler, AC, hydronic reheat coil
		Extraordinary Maintenance	(\$8,190)	Various buildings Replace appliances
09/13/24	Common Bond Housing	Extraordinary Maintenance	\$10,185	AV-Orchard Square Replace water heater
		Extraordinary Maintenance	(\$10,185)	Various buildings Replace appliances
08/28/24	Common Bond Housing	Extraordinary Maintenance	\$5,319	AV-Cortland Square Add gutters strategically
		Extraordinary Maintenance	(\$5,319)	AV-Orchard Square Upgrade sump pump
10/03/24	Common Bond Housing	Extraordinary Maintenance	\$495	SSP-Dakota Heights Paint gable bracket (trim) throughout
		Extraordinary Maintenance	(\$495)	WSP-The Dakotah Repair and repaint damaged hardi throughout building exterior
10/10/24	Common Bond Housing	Extraordinary Maintenance	\$4,192	LV-Crossroads Commons Paint hallways
		Extraordinary Maintenance	\$2,560	AV-Cobblestone Repaint hallways/lobby ceiling
		Extraordinary Maintenance	(\$6,752)	RSMT-Cameo Place Retaining wall repair/drainage from SW entry
10/23/24	Common Bond Housing	Extraordinary Maintenance	\$1,060	WSP-The Dakotah Replace maintenance shop door and frame
		Extraordinary Maintenance	(\$1,060)	LV-Winsor Plaza Add parking stall lights over the cars in garage

Date	Program	Budget Category	Amount	Description
10/24/24	Common Bond Housing	Extraordinary Maintenance	\$2,091	WSP-Haskell Court Upgrade sump pump
		Extraordinary Maintenance	(\$2,091)	EAG-Oakwoods Landscape around north and west perimeter
10/24/24	Common Bond Housing	Extraordinary Maintenance	\$50,670	IGH-Carmen Court, MH-Village Commons Replace boilers
		Extraordinary Maintenance	\$27,200	MH-Village Commons Replace the windows and roof
		Extraordinary Maintenance	(\$21,655)	IGH-Carmen Court, MH-Parkview Plaza, EAG-O' Leary Manor, BV-Park Ridge, EAG-Lakeside Pointe, WSP-The Dakotah, RSMT-Cambrian Com. Replace smoke detectors in all apartments
		Extraordinary Maintenance	(\$50,000)	HSTGS-Rivertown Court Replace risers with Uponor
10/28/24	Common Bond Housing	Extraordinary Maintenance	\$10,185	AV-Orchard Square Replace water heater
		Extraordinary Maintenance	(\$10,185)	Various buildings Replace appliances
11/05/24	Workforce Housing LLC	Extraordinary Maintenance	\$2,390	HSTGS-Marketplace Replace missing flue caps
		Extraordinary Maintenance	(\$2,390)	HSTGS-Marketplace Tuckpointing side of garages
11/22/24	Common Bond Housing	Extraordinary Maintenance	\$15,562	LV-Mainstreet Manor Replace water softener
		Extraordinary Maintenance	(\$15,562)	Various buildings Replace appliances
11/25/24	Common Bond Housing	Extraordinary Maintenance	\$4,440	HSTGS-Mississippi Terrace, SSP-River Heights, MH-Parkview Plaza, EAG-O' Leary Manor, MH-Village Commons, EAG-Oakwoods East Elevator escutcheon
		Extraordinary Maintenance	(\$4,440)	RSMT-Cameo Place Retaining wall repair/drainage from SW entry

Date	Program	Budget Category	Amount	Description
12/06/24	Common Bond Housing	Extraordinary Maintenance	\$13,801	SSP-Thompson Heights Elevator repair - replace packings
		Extraordinary Maintenance	(\$13,801)	Various buildings Replace appliances
12/09/24	Common Bond Housing	Extraordinary Maintenance	\$10,185	RSMT-Cameo Place Replace water heater
		Extraordinary Maintenance	(\$6,000)	RSMT-Cameo Place Add an additional stacked washer and dryer to laundry room
		Extraordinary Maintenance	(\$2,185)	RSMT-Cameo Place Caulk exterior at all AC sleeves
		Extraordinary Maintenance	(\$2,000)	RSMT-Cameo Place Replace the fascia over the garage door
12/09/24	Common Bond Housing	Extraordinary Maintenance	\$2,920	LV-Argonne Hills Replace security cameras
		Extraordinary Maintenance	\$977	WSP-Haskell Court, HSTGS-Mississippi Terrace Upgrade sump pump
		Extraordinary Maintenance	\$745	MH-Parkview Plaza, EAG-O' Leary Manor, BV-Park Ridge Place, EAG-Lakeside Pointe WSP-The Dakotah, RSMT-Cambrian Commons Replace smoke detectors in all apartments
		Extraordinary Maintenance	(\$4,642)	EAG-Oakwoods Landscape around north and west perimeter
01/09/25	Common Bond Housing	Extraordinary Maintenance	\$5,986	AV-Orchard Square Elevator repair - replace solid state
		Extraordinary Maintenance	(\$5,986)	Various buildings Replace appliances
01/22/25	Common Bond Housing	Extraordinary Maintenance	\$1,810	IGH-Hillcrest Pointe Replace emergency lighting in the hallways
		Extraordinary Maintenance	(\$1,810)	WSP-Haskell Court Gutter repair at north entry

Date	Program	Budget Category	Amount	Description
01/24/25	Common Bond Housing	Extraordinary Maintenance	\$144	BV-Eagle Ridge Place Replace Schlage locks with Yale
		Extraordinary Maintenance	\$4,300	IGH-Cahill Commons Install a water softener
		Extraordinary Maintenance	\$1	WSP-The Dakotah Replace maintenance shop door
		Extraordinary Maintenance	\$1,176	SSP-Dakota Heights Replace screened in porch
		Extraordinary Maintenance	\$13,500	BV-Valley Ridge Drainage, earthwork, and landscape
		Extraordinary Maintenance	(\$10,288)	IGH-Carmen Court Replace Schlage locks with Yale
		Extraordinary Maintenance	(\$6,033)	AV-Cortland & Orchard Square, BV-Park Ridge Replace the property sign
		Extraordinary Maintenance	(\$2,300)	AV-Orchard Square Mud-jack sidewalk and add sidewalk to BBQ
		Extraordinary Maintenance	(\$500)	RSMT-Cameo Place Repair/replace intake damper
01/24/25	Workforce Housing II LLC	Extraordinary Maintenance	\$2,640	IGH-Lafayette Add heat tape on two buildings
		Extraordinary Maintenance	(\$2,640)	Various buildings Unit minicap at turnover

Date	Program	Budget Category	Amount	Description
01/31/25	Common Bond Housing	Extraordinary Maintenance	\$58,730	LV-Main Street Manor, IGH-Cahill Commons Elevator service
		Extraordinary Maintenance	\$16,000	IGH-Hillcrest Pointe Replace water softener
		Extraordinary Maintenance	\$21,525	LV-Winsor Plaza, EAG-O' Leary Manor Replace water heater
		Extraordinary Maintenance	(\$21,000)	LV-Winsor Plaza Window repair and replace landscape edging
		Extraordinary Maintenance	(\$10,000)	WSP-Haskell Court Repair the soffit under covered entryway
		Extraordinary Maintenance	(\$15,250)	EAG-Oakwoods Replace toilets
		Extraordinary Maintenance	(\$8,000)	IGH-Carmen Court Replace emergency lighting in the hallways
		Extraordinary Maintenance	(\$10,125)	AV-Orchard Square Replace landscape edging
		Extraordinary Maintenance	(\$10,000)	MH-Parkview Plaza Add a sidewalk to the new front sitting area
03/14/25	Common Bond Housing	Extraordinary Maintenance	\$26,300	EAG-Oakwoods East Replace common area flooring
		Extraordinary Maintenance	(\$26,300)	MH-Parkview Plaza Boiler replacement
03/24/25	Tax Increment Fund	Transfers Out	\$61,544	TIF 13 Workforce Housing LLC-Erin Place exterior renovation - windows, siding, and roof
	Housing Development & Renewal	Transfers Out	(\$61,544)	Housing Development & Renewal Workforce Housing LLC-Erin Place exterior renovation - windows, siding, and roof
04/18/25	Technology	Extraordinary Maintenance	\$50,000	Website redesign
	Office Building	Extraordinary Maintenance	(\$50,000)	Website hosting/redesign and AV equipment

Date	Program	Budget Category	Amount	Description
05/12/25	Common Bond Housing	Extraordinary Maintenance	\$6,850	HSTGS-Mississippi Terrace Caulk around windows and AC units (exterior)
		Extraordinary Maintenance	(\$6,850)	WSP-The Dakotah Repair and repaint damaged hardi
05/13/25	Workforce Housing LLC	Extraordinary Maintenance	\$225	LV-Country Lane Repair concrete
		Extraordinary Maintenance	(\$225)	LV-Country Lane Post wrap base at entryways front and back
05/13/25	Common Bond Housing	Extraordinary Maintenance	\$22,785	BV-Eagle Ridge Place, LV-Crossroads Commons Replace water heater
		Extraordinary Maintenance	\$5,675	LV-Main Street Manor Replace fire alarm panel
		Extraordinary Maintenance	\$7,460	EAG-Lakeside Pointe Replace furnace and AC
		Extraordinary Maintenance	\$4,230	WSP-The Dakotah New asphalt apron
		Extraordinary Maintenance	\$2,903	EAG-Oakwoods East Landscape improvements
		Extraordinary Maintenance	\$4,720	BV-Valley Ridge Rebed of 30x72 tank
		Extraordinary Maintenance	\$7,459	Various buildings Replace appliances
		Extraordinary Maintenance	\$222,850	MH-Village Commons, LV-Argonne Hills Replace Schlage locks with Yale
		Extraordinary Maintenance	(\$74,582)	Various buildings Unit minicap at turnover
		Extraordinary Maintenance	(\$196,000)	WSP-Haskell Court, SSP-Dakota Heights Replace existing Schlage locks with Yale
04/30/25	Office Building	Extraordinary Maintenance	\$16,725	Additional chairs and add computer check in station at front lobby
	Office Building	Extraordinary Maintenance	(\$16,725)	Cubicle additions - CED Department

Date	Program	Budget Category	Amount	Description
06/10/25	Common Bond Housing	Extraordinary Maintenance	\$5,941	MH-Parkview Plaza Replace community room furniture
		Extraordinary Maintenance	\$16,750	BV-Valley Ridge Common area carpet
		Extraordinary Maintenance	\$8,875	AV-Cortland Square Paint acrylic stucco
		Extraordinary Maintenance	(\$31,566)	LV-Main Street Manor Extend the snow melt further up the driveway
06/18/25	Common Bond Housing	Extraordinary Maintenance	\$8,726	LV-Winsor Plaza Repair and repaint corner trim throughout
		Extraordinary Maintenance	(\$8,726)	LV-Main Street Manor Extend the snow melt further up the driveway
06/30/25	Common Bond Housing	Extraordinary Maintenance	\$5,501	SSP-River Heights Terrace Replace the parking lot
		Extraordinary Maintenance	\$9,149	MH-Village Commons Replace Schlage locks with Yale
		Extraordinary Maintenance	\$12,596	BV-Valley Ridge Repair asphalt and widen part of path
		Extraordinary Maintenance	\$16,040	Various buildings Replace appliances
		Extraordinary Maintenance	(\$3,000)	IGH-Carmen Court Add parking stall lights over the cars in garage
		Extraordinary Maintenance	(\$12,000)	BV-Valley Ridge Replace insulated glass
		Extraordinary Maintenance	(\$28,000)	BV-Eagle Ridge Place Replace wood screen porch with aluminum
07/08/25	Workforce Housing LLC	Extraordinary Maintenance	\$219	AV-Chasewood Regrade concrete slab along back west
		Extraordinary Maintenance	(\$219)	AV-Chasewood Replace/repair concrete-playground top stairs

Date	Program	Budget Category	Amount	Description
07/07/25	Workforce Housing LLC	Extraordinary Maintenance	\$26,962	Various buildings Unit minicap at turnover
	Workforce Housing II LLC	Extraordinary Maintenance	\$82,371	Various buildings Unit minicap at turnover
	Workforce Housing LLC	Extraordinary Maintenance	(\$671)	HSTGS-Marketplace Tuckpointing side of garages
	Workforce Housing LLC	Extraordinary Maintenance	(\$11,000)	EAG-Erin Place Re-mulch and remove excess
	Workforce Housing LLC	Extraordinary Maintenance	(\$9,660)	Various buildings Replace appliances
	Workforce Housing II LLC	Extraordinary Maintenance	(\$13,749)	Various buildings Replace appliances
	Workforce Housing II LLC	Extraordinary Maintenance	(\$11,000)	HSTGS-West Village Remove/replace mulch
	Workforce Housing II LLC	Extraordinary Maintenance	(\$9,900)	HSTGS-West Village Sealcoat/repair asphalt
	Workforce Housing II LLC	Extraordinary Maintenance	(\$11,000)	RSMT-Carbury Hills Remove/replace mulch
	Workforce Housing LLC	Extraordinary Maintenance	(\$42,353)	EAG-Oak Ridge Replace lot/drive
06/23/25	Tax Increment Fund	Transfers Out	\$5,800	TIF 13 Workforce Housing LLC-Erin Place exterior renovation - windows, siding, and roof
	Housing Development & Renewal	Transfers Out	(\$5,800)	Housing Development & Renewal Workforce Housing LLC-Erin Place exterior renovation - windows, siding, and roof
07/10/25	Tax Increment Fund	Transfers Out	\$7,777	TIF 9 Workforce Housing LLC-BV Heart of the City new furnace & AC
	Housing Development & Renewal	Transfers Out	(\$7,777)	Housing Development & Renewal Workforce Housing LLC-BV Heart of the City new furnace & AC

Date	Program	Budget Category	Amount	Description
08/12/25	Common Bond Housing	Extraordinary Maintenance	\$1,352	MH-Village Commons Replace exterior door at 2nd floor of SE patio
		Extraordinary Maintenance	(\$1,352)	MH-Village Commons Deck R&R at SE entry
09/30/25	Common Bond Housing	Extraordinary Maintenance	\$6,286	LV-Winsor Plaza Install pipe for salt delivery
		Extraordinary Maintenance	\$1,114	AV-Orchard Square Elevator repair-replace solid state starter
		Extraordinary Maintenance	\$14,072	Various buildings Replace appliances
		Extraordinary Maintenance	\$5,894	IGH-Cahill Commons Replace boilers
		Extraordinary Maintenance	\$10,285	BV-Park Ridge Place Replace water heater
		Extraordinary Maintenance	(\$37,651)	LV-Main Street Manor Extend the snow melt further up the driveway
10/13/25	Technology	Extraordinary Maintenance	\$5,150	Replace printer
	Technology	Administrative	(\$5,150)	Office supplies - Finance Department
FYE 6/30/25 Budget Impact			\$0	



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5C

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of The Write Off Of Non-Expendable Equipment For The Fiscal Year Ended June 30, 2025

PURPOSE/ACTION REQUESTED

Approve the write off of non-expendable equipment for the Fiscal Year Ended June 30, 2025.

SUMMARY

Each year, the CDA reconciles the subsidiary non-expendable equipment records to the accounting records. As a result, it is necessary each year to routinely write off certain items of equipment that have become damaged, outdated, or are no longer in the CDA's possession.

During the reconciliation process for the fiscal year ended June 30, 2025, several items of equipment were identified as needing to be removed (written off) from the CDA's subsidiary equipment listing and general ledger. As noted in the accompanying Attachment A: Equipment Disposal List, these items were originally purchased between January 2010 and August 2014 in the amount of \$60,886.82.

RECOMMENDATION

Staff recommends approval of this write off of non-expendable equipment. This is being done in accordance with the requirements of the Capital Asset Policy.

EXPLANATION OF FISCAL/FTE IMPACTS

None

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, during the CDA's year-end reconciliation process, the Finance Department noted certain items of non-expendable equipment had become damaged, outdated or is no longer in the CDA's possession; and

WHEREAS, these items of non-expendable equipment should be removed from the CDA's accounting and property records.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the non-expendable equipment listed in Attachment A: Equipment Disposal List totaling \$60,886.82 be written off as of June 30, 2025.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment A: Equipment Disposal List

CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5D

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of Amendments To The Fiscal Year Ending June 30, 2026 Operating Budget

PURPOSE/ACTION REQUESTED

Approve amendments to the Fiscal Year Ending June 30, 2026 Operating Budget.

SUMMARY

Pursuant to CDA budget policy, the Executive Director is permitted to approve the transfer of budget authority between controlled line-item expenditures up to established limits. In addition, any increase in total spending generally requires approval of the CDA Board of Commissioners.

- Attachment A: Budgetary Transfers: As required by CDA budget policy, a listing of all budget amendments approved by the Executive Director shall be submitted to the CDA Board of Commissioners. The listing reports \$185,302 in transfers between controlled line-item expenditures that were approved by the Executive Director during the first three quarters of Fiscal Year Ending June 30, 2026.
- Attachment B: Limited Partnership Merger Adjustment (increase in total spending): The Board, acting as the General Partner for the family housing partnerships, authorized the contribution of Twin Ponds (Phase I) Townhomes and Meadowlark Townhomes on March 25, 2025 to the Dakota County CDA Workforce Housing II LLC. For budgeting and financial reporting purposes the transactions will be treated as though they happened on the first day of the CDA's current fiscal year. The CDA operating budget must be amended to incorporate a full year of revenues and expenditures for the LLC.

RECOMMENDATION

Staff recommends approval of these transfers of budget authority between controlled line-item expenditures. They are being done in accordance with the requirements of CDA budget policy. Staff also recommends the approval to increase total spending for the contribution of townhome projects to the Dakota County CDA Workforce Housing II LLC.

EXPLANATION OF FISCAL/FTE IMPACTS

The budget amendments being reported as transfers of budget authority between controlled line-item expenditures do not increase total spending for the Fiscal Year Ending June 30, 2026. The proposed budget amendment for the Dakota County CDA Workforce Housing II LLC will increase total spending for the Fiscal Year Ending June 30, 2026 by \$1,465,536 net of additional revenues. A \$1,841,940 transfer in from Housing Development & Renewal is also included to fund debt service payments.

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, the Dakota County CDA has adopted an operating budget for the Fiscal Year Ending June 30, 2026; and

WHEREAS, CDA budget policy requires that a listing of budget transfers approved by the Executive Director be presented to the Board of Commissioners; and

WHEREAS, the CDA created the Dakota County CDA Workforce Housing II LLC to acquire family housing partnership projects that have reached the end of their tax credit periods; and

WHEREAS, the CDA contributed Twin Ponds (Phase I) Townhomes and Meadowlark Townhomes in July 2025 to the Dakota County CDA Workforce Housing II LLC necessitating an amendment to the Fiscal Year Ending June 30, 2026 operating budget; and

WHEREAS, the CDA wishes to increase spending for the Fiscal Year Ending June 30, 2026 by \$1,465,536 net of additional revenues. A \$1,841,940 transfer in from Housing Development & Renewal is also included to fund a debt service payment.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the budget amendments approved by the Executive Director for the Fiscal Year Ending June 30, 2026 pursuant to the requirements of CDA budget policy are affirmed by the CDA Board; and

BE IT FURTHER RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the budget amendment to the Dakota County CDA Workforce Housing II LLC for the Fiscal Year Ending June 30, 2026 is approved.

PREVIOUS BOARD ACTION

25-6951; 3/25/2025

25-6952; 3/25/2025

25-6979; 6/24/2025

ATTACHMENTS

Attachment A: FYE 6/30/26 Budget Amendments

Attachment B: FYE 6/30/26 Budget Amendment – Workforce Housing II LLC

CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance

Attachment A: FYE 6/30/26 Budget Amendments

Budget Amendments for FYE 6/30/26 - transfers between controlled line-item expenditures approved by Executive Director totaling \$185,302

Date	Program	Budget Category	Amount	Description
09/03/25	Common Bond Housing	Extraordinary Maintenance	\$3,734	BV-Valley Ridge Relocate irrigation lines
		Extraordinary Maintenance	(\$3,734)	BV-Valley Ridge Repair roof leak at elevator #2
09/16/25	Common Bond Housing	Extraordinary Maintenance	\$4,600	LV-Mainstreet Manor Replace common area ACs and furnaces
		Extraordinary Maintenance	(\$4,600)	HSTGS-Rivertown Court Replace common area ACs
10/29/25	Common Bond Housing	Extraordinary Maintenance	\$1,488	LV-Winsor Plaza Masonry repairs
		Extraordinary Maintenance	\$1,559	BV-Valley Ridge New AC compressor-roof independent living
		Extraordinary Maintenance	(\$3,047)	LV-Winsor Plaza Replace exterior doors and 3 panels-NW entry
10/30/25	Common Bond Housing	Extraordinary Maintenance	\$5,001	IGH-Cahill Commons Replace existing Schlage system with Yale
		Extraordinary Maintenance	(\$4,610)	BV-Valley Ridge Replace fire panel system
		Extraordinary Maintenance	(\$391)	IGH-Cahill Commons Replace both screen porches
10/31/25	Common Bond Housing	Extraordinary Maintenance	\$633	BV-Valley Ridge Relocate irrigation lines
		Extraordinary Maintenance	(\$633)	BV-Valley Ridge Repair roof leak at elevator #2

Date	Program	Budget Category	Amount	Description
10/31/25	Common Bond Housing	Extraordinary Maintenance	\$8,899	WSP-Haskell Court Emergency repair-main line break
		Extraordinary Maintenance	\$2,677	RSMT-Cameo Place Replace white railing with PVC
		Extraordinary Maintenance	\$1,142	BV-Park Ridge Place Replace Schlage locks with Yale
		Extraordinary Maintenance	\$20,435	BV-Park Ridge Place, IGH-Cahill Commons Replace water heater
		Extraordinary Maintenance	\$7,606	SSP-Dakota Heights Address water intrusion at south foundation
		Extraordinary Maintenance	\$2,084	LV-Crossroads Commons Install auto openers at all 6 trash room doors
		Extraordinary Maintenance	(\$5,000)	WSP-Haskell Court Replace elevator pit pump
		Extraordinary Maintenance	(\$20,436)	Various buildings Replace appliances
		Extraordinary Maintenance	(\$13,000)	MH-Parkview Plaza Replace decking at chimney-reshingle area
		Extraordinary Maintenance	(\$4,407)	IGH-Cahill Commons Replace both screen porches
11/24/25	Common Bond Housing	Extraordinary Maintenance	\$95,000	FGTN-Vermillion River Crossing Replace Schlage locks with Accentra
		Extraordinary Maintenance	(\$95,000)	RSMT-Cameo Place Replace Schlage access control hardware
02/18/26	Common Bond Housing	Extraordinary Maintenance	\$30,444	IGH-Hillcrest Pointe Replace the existing fire panel per annual test
		Extraordinary Maintenance	(\$5,821)	IGH-Cahill Commons Replace both screen porches
		Extraordinary Maintenance	(\$24,133)	BV-Valley Ridge Repair roof leak at elevator #2
		Extraordinary Maintenance	(\$490)	RSMT-Cambrian Commons Replace louver/garage exhaust updated
FYE 6/30/26 Budget Impact			\$0	

Attachment B: FYE 6/30/26 Budget Amendment - Workforce Housing II LLC

**DAKOTA COUNTY CDA
WORKFORCE HOUSING II LLC
BUDGET AMENDMENT - FYE 6/30/26**

REVENUE	
Rental	\$ 763,576
Interest	1,660
Fee income	28,111
Other	1,000
	<u>794,347</u>
EXPENSE	
Administrative	176,941
Utilities	35,581
Ordinary maintenance	273,771
General	87,913
Debt service	1,639,677
Capital/extraordinary maintenance	46,000
	<u>2,259,883</u>
Increase (decrease) in budget balance before transfers	(1,465,536)
TRANSFERS IN (OUT)	<u>1,841,940</u>
Increase (decrease) in budget balance	376,404
BEGINNING BUDGET BALANCE	<u>1,952,458</u>
ENDING BUDGET BALANCE	<u>\$ 2,328,862</u>
AVERAGE UNITS PER MONTH	65



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5E

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Acting As General Partner Of Apple Valley East Family Housing Limited Partnership, Authorizing The Contribution Of Quarry View Townhomes (Apple Valley) To Dakota County CDA Workforce Housing II LLC And Related Actions

PURPOSE/ACTION REQUESTED

- Authorize the transfer of U.S. Bancorp CDC's limited partnership interest in Apple Valley East Family Housing Limited Partnership ("the Partnership") to Dakota County CDA Workforce Housing II LLC.
- Authorize the transfer of Quarry View to Dakota County CDA Workforce Housing II LLC.
- Authorize Dakota County CDA Workforce Housing II LLC to assume the following loans made by Dakota County CDA:
 - (a) First mortgage loan in the original principal amount of \$550,000
 - (b) Tax Credit Assistance Program (TCAP) loan in the original principal amount of \$1,701,790

SUMMARY

Quarry View Townhomes is a 45-unit workforce housing development located in Apple Valley that was completed in 2011. The construction of Quarry View Townhomes was financed in part through the use of the federal Low Income Housing Tax Credit (LIHTC) program. The LIHTC program provides 10-years of federal tax credits as an incentive for private entities to partner in the ownership of affordable housing developments and to provide equity for the development of affordable housing. In this case, U.S. Bancorp Community Development Corporation (CDC) partnered with the CDA to form the Partnership with 99.99% limited partnership interest. The CDA is the General Partner of the Partnership and manages the day-to-day operations of the Property.

The LIHTC program requires properties to maintain rent and income restrictions for an initial 15-year compliance period, during which the IRS may recapture tax credits and impose other penalties for non-compliance. After this initial compliance period ends, the limited partner has typically fully realized the tax benefits of the federal tax credits and ownership of the Property and seeks to exit the Partnership. Quarry View Townhomes is in its 15th year of compliance period and U.S. Bancorp CDC is willing to exit the Partnership. This provides the opportunity for the CDA to wholly own the Property through the Dakota County CDA Workforce Housing II LLC (the "CDA II LLC"), of which the CDA is the sole member.

CDA staff is requesting authorization to convey the Property to the CDA II LLC, upon the exit of U.S. Bancorp CDC from the Apple Valley East Family Housing Limited Partnership. Upon conveyance, the Property will continue to operate as an affordable workforce housing development, subject to the rent and income restrictions currently in place.

The Property is secured by first mortgage loan and TCAP loan in favor of the Dakota County CDA.

RECOMMENDATION

CDA staff is recommending approval to have CDA II LLC acquire the limited partnership interest in the Partnership and have the CDA II LLC assume the Dakota County CDA loans (collectively, the “Transaction”).

EXPLANATION OF FISCAL/FTE IMPACTS

The transaction is expected to occur in early July 2026, the transactions costs will be included in the FYE27 CDA budget.

- None
- Current budget
- Amendment Requested
- Other

RESOLUTION

WHEREAS, in 2011 the Dakota County Community Development Agency (CDA) opened Quarry View Townhomes that is currently part of the Apple Valley East Family Housing Limited Partnership (the “Partnership”); and

WHEREAS, Quarry View was financed with Low Income Housing Tax Credits that were purchased by the private limited partner in the Partnership – U.S. Bancorp Community Development Corporation (CDC); and

WHEREAS, the Partnership has reached the initial 15-year compliance period for tax credit benefits; and

WHEREAS, CDC is willing to withdraw as limited partner of the Partnership for approximately \$70,981; and

WHEREAS, approximately \$61,485 of the \$70,981 will be repaid to the CDA as a success fee; and

WHEREAS, the CDA has established the Dakota County CDA II LLC (the “CDA II LLC”) pursuant to Minnesota Statutes, Section 469.012, Subd. 2j, in which the CDA is the sole member; and

WHEREAS, it is proposed that the CDA II LLC acquire, own and operate the property legally described as Lot 1, Block 1 Apple Valley East Family Addition, according to the recorded plat thereof, Dakota County MN (“the Property”) and that the CDA II LLC assume the CDA loans listed below:

Project Owner:	CDA Loans:
Apple Valley East Housing Limited Partnership	\$408,263.32 1 st Mortgage (original principal balance \$550,000) \$1,701,790 Tax Credit Assistance Program (TCAP) Loan

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, acting in its capacity as sole member of the CDA II LLC and as General Partner of the Partnership, as follows:

1. The Executive Director of the CDA is hereby authorized and directed to execute and deliver, on behalf of the CDA as the sole member of the CDA II LLC, all agreements, documents, instruments and certificates necessary or convenient (i) to acquire the limited partnership interest in the Partnership, (ii) acquire on behalf of the CDA II LLC fee title to the Property (the "Acquisition Documents"), and (iii) to evidence assumption by the CDA II LLC of the CDA Loans (the "Assumption Documents") (together with the Acquisition Documents and the Assumption Documents, the "LLC Documents").
2. The Executive Director of the CDA is hereby authorized and directed to execute and deliver on behalf of the CDA as General Partner of the Partnership, all agreements, documents, instruments, and certificates necessary or convenient to (i) transfer the limited partnership interests from U.S. Bank CDC to the CDA II LLC; (ii) transfer fee title to the Property from the Partnership to the CDA II LLC; (iii) to evidence assignment of the CDA Loans to the CDA II LLC; and (iv) to accomplish payoff of the MHFA Loan (the "Partnership Documents") (the LLC Documents and Partnership Documents are referred to herein as the Documents).
3. All Documents shall be executed in forms approved by the Executive Director of the CDA on advice of legal counsel. Execution of such Loan Documents shall constitute conclusive evidence of such approval.
4. All actions heretofore taken on behalf of the CDA, the Partnership, and the CDA II LLC in furtherance of the transfer of the limited partnership interest, payoff of the MHFA Loan, assumption of the CDA Loans, and transfer of the Property are hereby approved, ratified, and confirmed.
5. Following conveyance of the Property to the CDA II LLC and withdrawal of the limited partner, the Executive Director of the CDA, acting on advice of counsel to the CDA, is hereby authorized and directed on behalf of the CDA as General Partner to take actions, and to sign all documents, necessary or convenient to dissolve the Partnership.
6. All actions heretofore taken on behalf of the CDA II LLC in furtherance of the acquisition of the Property and assumption of the CDA Loans are hereby approved, ratified and confirmed.
7. The Executive Director of the CDA is hereby authorized and directed on behalf of the CDA as the sole member of the CDA II LLC and as general partner of the Partnership, at any time and from time to time hereafter and without further action by the CDA or the CDA II LLC, to execute and deliver or cause to be executed and delivered on behalf of the CDA II LLC or the Partnership all such other agreements, assignments, statements, instruments, certificates and documents and to do or cause to be done all such other acts and things as he may determine to be necessary or advisable under or in connection with the Transaction, and the execution by the Executive Director of any such agreement, assignment, statement, instrument, certificate or document, or the doing of any such act or thing, shall be conclusive evidence of his determination in that respect. The Executive Director is designated as the official representative of the CDA II LLC for all matters concerning the Transaction.

8. The Executive Director and Officers of the CDA are authorized and directed to prepare and furnish when the agreements described herein are executed, certified copies of all proceedings and records of the CDA and/or the CDA II LLC and/or the Partnership relating to the Transaction and such agreements and such other affidavits and certificates as may be required to show the facts relating to the due authorization and execution of such agreements as such facts appear from the books and records in said officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the CDA and/or the CDA II LLC and/or the Partnership as to the truth of all statements made on behalf of the CDA and/or the CDA II LLC and/or the Partnership and contained therein.
9. In the event the Executive Director or any Officer of the CDA authorized to execute documents on behalf of the CDA and the CDA II LLC under this resolution shall for any reason be unable to do so, any other member of the Board of Commissioners of the CDA and the Deputy Executive Director are hereby directed and authorized to do so on behalf of CDA or the CDA II LLC, with the same effect as if executed by the Executive Director.
10. The Executive Director is Tony Schertler and the Deputy Executive Director is Kari Gill.

PREVIOUS BOARD ACTION

08-4390; 5/13/2008

10-4736 and 10-4737; 5/11/2010

ATTACHMENTS

None.

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Lori Zierden, Real Estate Manager



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5F

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Authorization To Enter Into An Architectural Contract With LHB, Inc. For A Future Townhome Development In Hastings (Siewert Site)

PURPOSE/ACTION REQUESTED

- Authorize Executive Director to execute an architectural contract with LHB, Inc. for a future townhome development in Hastings.
- Approve budget amendment.

SUMMARY

The Dakota County Community Development Agency (CDA) owns property at 450 31st Street East and 3495 Red Wing Boulevard in Hastings. This site is zoned R-3 Medium-High Density Residence. A CDA affordable workforce housing development will be proposed for this site. The next step in the process is to work with an architect to formalize plans to submit for City approval.

The CDA has benefitted from our long working relationship with LHB, Inc. and architect Andy Madson. Staff have worked with Andy Madson and LHB, Inc. since 2003. In October 2019, Cermak Rhoades Architects, one of the leading architectural firms in affordable housing, merged with LHB, Inc. making LHB, Inc. a premier architectural firm for affordable housing in the region. Andy Madson has been the architect on several CDA projects including several of the family townhome developments, Nicols Pointe and Gateway Place.

LHB, Inc. has submitted two contract proposals for a 40-unit townhome development. The first proposal includes scope of services for Design Development (city approvals) in the amount of \$71,925 excluding reimbursable expenses and the second proposal includes scope of services for Construction Documents, Bidding & Procurement, and Construction Administration in the amount of \$351,165 excluding reimbursable expenses. The proposals include an increase in the total contract of 3% per calendar year until the services are completed. If city approvals are not received, the remainder of the contract will be terminated.

The goal is to submit plans for City approval during 2026 and apply for tax credit financing in July 2027. Construction would commence after city approvals are in place and financing is received.

RECOMMENDATION

It is recommended that the Executive Director be authorized to enter into an architectural contract with LHB, Inc., that includes both proposals for a total of \$423,090. This recommendation is under the Noncompetitive Proposals Section (6.5.1.5.) of the CDA Procurement Policy.

The architect will initially be authorized to continue working through Design Development (city approvals). If this project does not receive City approvals the remainder of the contract will be terminated.

EXPLANATION OF FISCAL/FTE IMPACTS

The current operating budget ending June 30, 2026, does not include funds for this project. A budget amendment is requested for the operating budget in the Housing Development and Renewal Fund Housing Development Land Holding Costs of \$71,925 which includes Review Concept Design and Schematic Design Development.

- None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, the CDA owns property at 450 31st Street East and 3495 Red Wing Boulevard in Hastings; and

WHEREAS, the CDA is pursuing development of the property as a 40-unit affordable townhome development; and

WHEREAS, the CDA requested a Fee Proposal from LHB, Inc. for architect services to design the development; and

WHEREAS, LHB, Inc. provided two fee proposals in the amount of \$71,925 for Design Development (city approvals) and \$351,165 for Construction Documents, Bidding & Procurement, and Construction Administration for a total contract of \$423,090; and

WHEREAS, the contract will be increased by 3% each calendar year until the services are completed or terminated; and

WHEREAS, if city approvals and financing are not received the remainder of this contract will be terminated; and

WHEREAS, the architectural firm LHB, Inc. is being recommended as a Professional Service under the Noncompetitive Proposal Section (6.5.1.5) of the CDA Procurement Policy; and

WHEREAS, if the city approvals are received, the construction will begin after financing is secured.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to enter into an architectural contract with LHB, Inc. for \$423,090; and

BE IT FUTHER RESOLVED, that the Fiscal Year Ending June 30, 2026 operating budget be amended to include \$71,925 of budget authority in Housing Development and Renewal – Housing Development Land Holding Costs for the Design Development phase of the architectural contract.

PREVIOUS BOARD ACTION

22-6623; 12/13/2022

ATTACHMENTS

Attachment A: Proposed Contract

Attachment B: Site Map

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Lori Zierden, Real Estate Manager



March 18, 2026

Kari Gill, Deputy Executive Director
 Dakota County CDA
 1228 Town Centre Drive
 Eagan, Minnesota 55123

PROPOSAL FOR PROFESSIONAL SERVICES HASTING TOWNHOMES – SIEWERT PARCEL SCHEMATIC DESIGN THROUGH DESIGN DEVELOPMENT

LHB is pleased to propose the following services for the Hastings Townhomes project. The scope of work for this project has been separated into two proposals; one for Schematic Design through Design Development and one for Construction Documents through Construction Administration. **This proposal is for Schematic Design through Design Development**

Project Understanding

1. 40-unit family townhome development (utilizing unit and building plans similar to Denmark Trail) located in Hastings, Minnesota.
2. Site
 - a. Site Area: 6.40acres
3. Preliminary Building Program
 - a. New construction
 - b. Area (GSF):
 - i. 50,964 GSF (approx.) - unit finished
 - ii. 10,862 GSF – garage unfinished
 - c. Unit Mix: 40 total
 - i. 4 one-bedroom
 - ii. 18 two-bedroom
 - iii. 14 three-bedroom
 - iv. 4 four-bedroom
 - d. Levels: 2 floors in each building typical
 - e. Parking: 110 spaces total
 - i. 40 in attached garages
 - ii. 40 in driveways
 - iii. 30 in distributed parking bays
 - f. Common Areas: 1 water room in each building; management office and storage space in one building.
4. Building Construction: Designed to meet the Dakota County CDA standards for affordable housing.

5. Sustainable Goals: To be determined.
6. Construction Budget: Anticipated budget for a 2027 bid:
 - a. 40 units X \$302,207 per unit average cost \$12,088,292 total Construction Budget
 - b. Project cost is based on the similar Denmark Trail project cost in 2024 (\$11,062,500), increased at 3% per year
7. Financing: TBD
8. Project Delivery: Competitive Public Bid

Project Team

LHB Team

- Architecture: LHB
- Civil: LHB
- Landscape Architecture: LHB
- Mechanical and Electrical: Design Build

Consultants to the Owner

- Geotechnical Engineer: Chosen Valley Testing
- Surveyor: Jacobson Engineers & Surveyors
- Environmental Consultant: NA

Scope of Services

We propose the following Scope of Services based on the project information above:

1. Schematic Design

- a. Review site conditions, zoning and stormwater requirements, and Owner-provided resources including site survey and geotechnical report prior to further project development.
- b. Concept Site plan was developed by LHB in 2023. LHB will modify the site plan as necessary to incorporate survey and geotech information that was not available at time of concept site plan, especially approaches to stormwater and grading, along with input from the City of Hastings as discussed at our meeting on March 17, 2026. LHB will also confirm that schematic plan contains the current desired unit mix, surface parking count, and general site layout with the CDA prior to further project development.
- c. Two (2) meetings with City staff to understand city process; one to review design and submittal materials and one prior to submission, to be attended by Architect, Landscape Architect, and Civil Engineer.
- d. Refine building plans based on the approved concept site plan.
- e. Deliverables include:
 - i. Updated schematic site plan.
 - ii. Conceptual building plans.

2. Design Development

- a. Develop drawing and design submission materials required for City entitlement applications for the City of Hastings, Dakota County and Stormwater District.
- b. Civil design documents:
 - i. Soil Erosion and Sediment Control Plan per General Permit Requirements
 - ii. Site Layout Design
 - 1) Building placement per City of Hastings and circulation requirements
 - 2) Pavement, curbing, and pavement markings
 - 3) Traffic and ADA signage
 - 4) AutoTurn study to confirm site circulation for up to two design vehicles
 - iii. Site Utility Design
 - 1) On-site water and sanitary lateral routing and vertical information
 - 2) On-site stormwater collection system
 - iv. Site Grading
 - 1) Proposed topographic information will be provided in NAVD 88 with 1-foot contours
 - 2) Limited spot grades and slope information will be provided in critical areas
 - v. Stormwater Management
 - 1) Pre- and post-construction hydrology analysis
 - 2) Hydraulic design of proposed on-site stormwater collection system
 - 3) Design of proposed stormwater management facilities which may include above ground rain garden, wet swale, basin, or below ground basin, etc. to meet City of Hastings and MPCA requirements
 - 4) Design of proposed water quality measures per MPCA requirements.
 - vi. Stormwater Report with results of analysis and design of management facilities
 - vii. Details for items included in civil engineering scope
- c. Landscape design documents:
 - i. Overall Landscape Plan
 - ii. Typical Landscape Details
- d. Attend meetings as follows during the approval process:
 - i. One neighborhood meeting - attended by Architect
 - ii. One planning commission meeting - attended by Architect
 - iii. One city council meeting - attended by Architect
- e. Deliverables include:
 - i. Drawing and design submission materials required for City entitlement applications

Schedule

- Review Concept Design with City Staff.....March 17, 2026
- Schematic Design – Design Development.....April – September 2026

Assumptions

1. Townhome designs to be used in this project are similar to the designs that have been used on the previously completed Denmark Trail project in Farmington.

2. Exclusions:
 - a. Cost estimating
 - b. Offsite improvements including, but not limited to, utility main extensions or right-of-way re-alignment.
 - c. Wetland delineation and/or traffic services
 - d. Existing tree survey
 - e. Specifications
 - f. Engineering of the following systems is excluded. These systems will be design-build:
 - i. Mechanical systems
 - ii. Electrical systems
3. Deliverables will be in PDF format. REVIT and/or CAD files are not included as a deliverable.
4. The information in this proposal is valid through December 31, 2026. If the services in this proposal are not completed this date, the total fee will be increased by 3% per each calendar year until the services are completed.
5. If additional services are required for the project, LHB will work with you to determine the scope and additional fee prior to the start of the additional services.

Proposed Fee

LHB proposes a stipulated sum fee of Seventy-One Thousand Nine Hundred Twenty-Five Dollars (\$71,925) excluding reimbursable expenses.

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard AIA agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact me at 612-752-6925 if you have any questions.

LHB, INC.


MICHELLE BALTUS PRIBYL, HOUSING STUDIO LEAD


ANDY MADSON, SENIOR ARCHITECT

Attachments: None

c: LHB Project No. 220025

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- g. Common Areas: 1 water room in each building; management office and storage space in one building.
- 4. Building Construction
 - a. Designed to meet the Dakota County CDA standards for affordable housing.
- 5. Sustainable Goals: To be determined.
- 6. Construction Budget: Anticipated budget for a 2027 bid:
 - a. 40 units X \$302,207 per unit average cost \$12,088,292 total Construction Budget
 - b. Project cost is based on the similar Denmark Trail project cost in 2024 (\$11,062,500), increased at 3% per year
- 7. Financing: To be determined
- 8. Project Delivery: Competitive Public Bid

Project Team

LHB Team

- Architecture: LHB
- Civil: LHB
- Landscape Architecture: LHB
- Structural: Mattson Macdonald Young
- Mechanical and Electrical: Design-Build

Consultants to the Owner

- Geotechnical Engineer: Chosen Valley Testing
- Surveyor: Jacobson Engineers & Surveyors
- Environmental Consultant: NA
- Owner's Representative: NA

Scope of Services

We propose the following Scope of Services based on the project information above:

9. Construction Documents

- a. Prepare drawings and specifications for approval by the Owner.
- b. Assist with preparation of contracting and procurement requirements.
- c. Preparation of Construction Documents for governmental authority review, permit review, and bidding.
- d. LHB to attend 3 meetings with the client during the Construction Documents phase.
- e. Deliverables include:
 - i. Drawings for use in governmental authority review, permit review, and bidding.
 - ii. Project Manual including specifications and bidding/procurement requirements.

10. Bidding / Procurement

- a. Electronically distribute bid documents to prospective bidders
- b. Attend one pre-bid meeting

- c. Review requests for substitution
- d. Issue addenda for clarifications and responses to bidder questions
- e. Attend bid opening if requested by the CDA.

11. Construction Administration

- a. Attend twice-monthly on-site meetings during construction, and issue construction observation reports.
- b. Issue construction document clarifications.
- c. Review submittals and respond to Contractor requests for information.
- d. Review monthly pay applications.
- e. Attend Substantial Completion walkthroughs and issue certificate(s) of substantial completion.
- f. Review Contractor’s closeout documentation.
- g. Attend one warranty walkthrough upon request of the Owner prior to one year from the date of Substantial Completion.

Schedule

- Construction Documents January 2027 – April 2027
- Bidding and Procurement May 2027
- Construction Administration July 2027 – July 2028

Assumptions

- 1. Project is similar in scope as previously completed Denmark Trail project in Farmington.
- 2. Information in this proposal assumes work described in the proposal for Schematic Design through Design Development is complete, and the Design Development documents have been approved. Project understanding information to be verified with approved Design Development documents.
- 3. Build America Buy America (BABA) is not a requirement of the project.
- 4. Exclusions:
 - a. Cost estimates
 - b. SWPPP inspections for Stormwater General Permit compliance.
 - c. Engineering of the following systems is excluded. These systems will be design-build:
 - i. Mechanical systems
 - ii. Electrical systems
 - iii. Sprinkler systems
- 5. Deliverables will be in PDF format. REVIT and/or CAD files are not included as a deliverable.
- 6. If the services in this proposal are not completed within the schedule in this Proposal, the total fee will be increased by 3% per each calendar year until the services are completed.
- 7. If additional services are required for the project, LHB will work with the CDA to determine the scope and additional fee prior to the start of the additional services.

Proposed Fee

LHB proposes a stipulated sum fee of Three Hundred Fifty-one Thousand One Hundred Sixty-Five Dollars (\$351,165) excluding reimbursable expenses. The fee is divided as follows:

- Construction Documents.....\$232,700
- Bidding and Procurement.....\$12,693
- Construction Administration\$105,772

The proposed fee is tabulated as 83% of the total fee for the project. Total fee for the project is based on 3.5% of the anticipated construction costs.

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard AIA agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact me at 612-752-6925 if you have any questions.

LHB, INC.


MICHELLE BALTUS PRIBYL, HOUSING STUDIO LEAD


ANDY MADSON, SENIOR ARCHITECT

Attachments: None

c: LHB Project No. 230025

m:\23proj\230025\100 financial\proposals\230025 20260318 hastings siewert townhomes cd through ca phase.docx

Siewert Site, Hastings



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

Map Scale
1 inch = 300 feet
 3/28/2023



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5G

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Authorization To Execute Contract For Boiler Replacement At River Heights Terrace (South St. Paul)

PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for boiler replacement.
- Authorize change order authority.

SUMMARY

This contract is for the boiler replacement at River Heights Terrace in South St Paul. This replacement project will include replacing the boilers and any original equipment in the boiler system in that building. This equipment is past useful life expectancy and is being replaced to prevent emergency situations from occurring during heating season.

On March 11, 2026, at 9 a.m. a public bid opening was conducted at the Dakota County CDA office for the project. The bid was publicly advertised (Attachment A) and posted on the CDA's website. Seven contractors showed up at the site walk-through. Three bids were received at the public bid opening.

Peterson Sheet Metal was the lowest responsible bidder on the project. See Attachment B for bid tabulation. The base bid cost of this project is \$112,789.

RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with the low responsive, responsible bidder, Peterson Sheet Metal, in the total amount of \$112,789. Peterson Sheet Metal has performed satisfactorily on similar CDA projects in the past.

In a project of this size, it is possible there may be change orders that would result in minor changes to the project. To deal with these change orders more efficiently, while avoiding delays in construction, staff recommends that the Deputy Executive Director be authorized to approve additional change orders up to the amount of \$11,278 (this is 10% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACTS

Funds are available for this project in the FYE26 Common Bond Extraordinary Maintenance Budget.

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, formal bids were received on March 11, 2026 for the Boiler Replacement project at River Heights Terrace senior housing; and

WHEREAS, the contractor is being recommended on both low bid result and their prior experience on similar projects for the CDA.

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 on behalf of the Dakota County CDA with low bidder, Peterson Sheet Metal, an amount of \$112,789; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director be authorized to approve change orders not to exceed \$11,278

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Public Notice

Attachment B: Bid Tabulation

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Nick Sisterman, Capital Projects Manager

Ad Proof

Not Actual Size



EAST CENTRAL MINNESOTA

-Public Notice Ad Proof-

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

Date: 02/09/26

Account #: 412621
Customer: DAKOTA COUNTY CDA

Address: 1228 TOWN CENTRE DR
EAGAN

Telephone: (651) 675-4400
Fax: (651) 287-8050

Publications:

Dakota County Tribune

Ad ID: 1518424

Copy Line: Boilers for River Heights Terr

PO Number:

Start: 02/13/26

Stop: 02/20/2026

Total Cost: \$267.30

of Lines: 59

Total Depth: 6.7

of Inserts: 2

Ad Class: 160

Phone # (763) 691-6000

Email: publicnotice@apgecm.com

Rep No: SE710

**DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)
EAGAN, MN 55123**

ADVERTISEMENT FOR BIDS

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 9:00 AM, Wednesday, March 11th, 2026 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 a Boiler Replacement Project at River Heights Terrace senior housing apartment building in Dakota County, MN.

Bids received after this time and date will be rejected. No telephone bids or fax bids will be accepted. Bids shall be on the forms provided for that purpose and according to the bidding documents prepared by Dakota County CDA. This project will be subject to Minnesota Statutes 2016, section 16C.285 (the Responsible Contractor's Act) and therefore require a verification of compliance form included with the bid. Bids will be opened publicly and read aloud. A bid tabulation will be furnished to the Bidders. Bids shall be addressed to:

Boiler Replacement Project-Public Bid
c/o Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123
Attn: Nick Sisterman

Bid security in the amount of 5% of the bid must accompany each bid in accordance with the Instruction to Bidders. Bids shall be directed to the capital projects manager, securely sealed and endorsed upon the outside wrapper, with the project title and bid due date. Any bid not including a bid security will be considered disqualified. Payment and performance bonds will also be required of the awarded party. Only a bond issued by a surety, cashier's check or certified check will be accepted.

A mandatory pre-bid walk through is scheduled Wednesday, February 25th, 2026 at 9:00 AM. Prospective bidders must meet at the front entrance to River Heights Terrace (1720 Thompson Ave, South St Paul, MN 55075) no later than 9:00 AM. Bidders must confirm their intent to attend the walk through by contacting the project manager, Nick Sisterman at Dakota County CDA, 651-675-4480 no later than 8:00 AM Tuesday, February 24th, 2026.

The CDA hereby notifies all bidders that 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.

Nick Sisterman, Capital Projects Manager, Dakota County CDA

Published in the Dakota County Tribune
February 13, 20, 2026
1518424

Ad: 1

\$267.30

**DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)
EAGAN, MN 55123**

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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.

Nick Sisterman, Capital Projects Manager, Dakota County CDA

Published in the Dakota County Tribune
February 13, 20, 2026
1518424



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5H

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Authorization To Award Contract for Roofing, Windows, Siding And Storm Door Replacement At Hillside Gables Townhomes (Mendota Heights)

PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract with CNC Construction LLC for the roofing, windows, siding, trim and storm door replacement at Hillside Gables Townhomes in Mendota Heights.
- Authorize Change Order Authority.

SUMMARY

This contract is for the replacement of the deteriorating roofing, siding, windows, window and door trim, and storm doors at Hillside Gables Townhomes in Mendota Heights.

On March 4, 2026, at 10 a.m. a public bid opening was held at the Dakota County Community Development Agency (CDA) office for this project.

The solicitation of bids was done in accordance with public bidding requirements. Local contractors were solicited and invited to bid on this project in addition to the two-week advertisement for solicitation of bids in the Dakota County Tribune (Attachment A) and the CDA's website. Nine interested bidders attended the mandatory walk-through meeting on February 18, 2026.

Five bidders submitted proposals. The bid results are on the Bidders List (Attachment B).

The lowest bid was received from Kingfisher Construction. The solicitation of bids indicated that this was a prevailing wage project requiring payroll reports required wages and fringe benefits. Kingfisher Construction has since requested to withdraw its bid due to its inexperience with prevailing wage requirements on a project and its ability to comply with those requirements and due to mistakes made in the preparation of its bid, and requested the return of its bid bond/cashier's check. The inability to meet the prevailing wage requirements would be a basis to find that the bid is nonresponsive and permit the return of its bid bond/cashier's check.

CNC Construction LLC submitted the second lowest bid. CNC Construction LLC appears to be the low responsive, responsible bidder. CNC Construction LLC's proposal included two alternates. Alternative #1 is to replace the window shutters and Alternative #2 is for the replacement of all garage doors and openers. Staff is recommending that only Alternative #2 will be selected.

RECOMMENDATION

Staff recommends acceptance of Kingfisher Construction's request to withdraw its bid on grounds that it is nonresponsive and direct the return of Kingfisher Construction's cashier check, and that the

Deputy Executive Director be authorized to sign a contract in the name of the Dakota County CDA Workforce Housing I LLC for Hillside Gables Townhomes with CNC Construction LLC in the amount of \$864,000, which includes Alternative 2, for this project. CNC Construction LLC is responsible and has worked on projects of this scope in the past.

In order to keep these projects on schedule and to deal with any unforeseen issues during the project, it is recommended that the Deputy Executive Director be authorized to execute change orders not to exceed \$86,400 (10% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACTS

Local Affordable Housing Aid (LAHA) funds are available for this project in the FYE26 WH I LLC Extraordinary Maintenance Budget. Funds remaining in the Marketplace Exterior project will be transferred to the Hillside Gables project; the overall LAHA budget will not be exceeded when moving budget authority between projects.

- None
- Current budget
- Amendment Requested
- Other

RESOLUTION

WHEREAS, The Dakota County Community Development Agency (CDA) accepted bids on March 4, 2026 for roofing, siding, windows/trim, and storm door replacements at Hillside Gables Townhomes in Mendota Heights; and

WHEREAS, Hillside Gables Townhomes is part of the Dakota County CDA Workforce Housing I LLC; and

WHEREAS, the lowest bid was received from Kingfisher Construction; and

WHEREAS, the solicitation of bids indicated that this was a prevailing wage project requiring payroll reports required wages and fringe benefits; and

WHEREAS, Kingfisher Construction has since requested to withdraw its bid subsequent to the bid opening due to its inexperience with prevailing wage requirements on a project and its ability to comply with those requirements and due to mistakes made in the preparation of its bid, and requested the return of its bid bond/cashier's check; and

WHEREAS, the inability to meet the prevailing wage requirements has been determined to be a basis to find Kingfisher Construction's bid nonresponsive, accept the request to withdraw the bid, and permit the return of its bid bond/cashier's check; and

WHEREAS, CNC Construction LLC was the second lowest responsible bidder with a bid total of \$864,000.00 when Alternate 2 is accepted; and

WHEREAS, Local Affordable Housing Aid (LAHA) funds are available for this project in the FYE26 WH I LLC Extraordinary Maintenance Budget.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That Kingfisher Construction's request to withdraw its bid is accepted and the Deputy Executive Director is authorized to sign a contract in the name of the Dakota County CDA

Workforce Housing I LLC for the Hillside Gables Townhome Roofing, Siding, Window/Trim, and Storm Door Replacement Project with CNC Construction LLC in the amount of \$864,000; and BE IT FURTHER RESOLVED, That Kingfisher Construction's cashier's check be returned to Kingfisher Construction; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director is authorized to execute change orders not to exceed \$86,400 (10% of the contract amount).

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Public Notice

Attachment B: Bidders List & Bid Tabulation

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Jeff Bonneson, Capital Projects Manager



EAST CENTRAL MINNESOTA

Ad Proof

Not Actual Size

-Public Notice Ad Proof-

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

Date: 02/02/26

Account #: 412621
Customer: DAKOTA COUNTY CDAAddress: 1228 TOWN CENTRE DR
EAGANTelephone: (651) 675-4400
Fax: (651) 287-8050**Publications:**

Dakota County Tribune

Ad ID: 1517510
Copy Line: Hillside Gables Exterior BIDS

PO Number:

Start: 02/06/26

Stop: 02/13/2026

Total Cost: \$297.20

of Lines: 61

Total Depth: 6.9

of Inserts: 2

Ad Class: 160

Phone # (763) 691-6000

Email: publicnotice@apgecm.com

Rep No: SE710

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

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, Wednesday, March 4th 2026 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 **Roofing, Siding, Window, Storm Door Replacement Project for Hillside Gables Family Townhomes.**

Bids received after this time and date will be rejected. No telephone bids or fax bids will be accepted. Bids shall be on the forms provided for that 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 directed to the Project Manager, securely sealed and endorsed upon the outside wrapper, with the Project Address and Bid Due Date as shown below.

**Hillside Gables Exterior Renovation Public Bid Opening:
10:00AM March 4th 2026 c/o Dakota County CDA,
1228 Town Centre Drive, Eagan, MN 55123
Attn: Jeff Bonneson**

A mandatory pre-bid walk through is scheduled at Hillside Gables Family Townhomes (2400-2448 Lexington Ave. Mendota Heights MN 55120) for Wednesday, February 18th, 2026 at 1:00pm and is required of ALL bidders. The pre-bid walk-through is MANDANTORY and only those bidders who attend will have their bids considered at bid opening. Bidders must confirm their intent to attend the walk-through by contacting the Project Manager, Jeff Bonneson, at 651-675-4483 no later than 8:00 AM Wednesday, February 18th, 2026. Failure of a bidder to attend the walk through immediately subjects his/her bid to disqualification.

Specifications and bid documents for this project will be available prior to, and at the mandatory walk-through on Wednesday February 18th, 2026. Interested bidders can contact Jeff Bonneson @ 651-675-4483 of the Dakota County CDA for project specifications / bid documents.

This IS a prevailing wage project.
Bid security in the amount of 5% of the bid MUST accompany each bid.

The CDA hereby notifies all bidders that 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.

Jeff Bonneson, Capital Projects Manager, Dakota County CDA

Published in the Dakota County Tribune
February 6, 13, 2026
1517510

Ad: 1

\$297.20

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

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1228 Town Centre Drive, Eagan, MN 55123
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Jeff Bonneson, Capital Projects Manager, Dakota County CDA

Published in the Dakota County Tribune
February 6, 13, 2026
1517510

BIDDER LIST & BID TABULATIONS

Public Bid Opening Date & Time: March 4th, 2026; 10:00 am CDA Boardroom

Project: Hillside Gables Family Townhomes Exterior Renovation Project

Project Address: 2400-2448 Lexington Ave. Mendota Heights, MN. - Dakota County

Company Name Kingfisher Construction **BASE BID** \$689,454.00

Alt #1: Replace Shutters **(Circle one)** **ADD** **Subtract** + \$9,500.00

Alt #2: Replace Garage Doors **(Circle one)** **ADD** **Subtract** +\$32,000.00

Bid Security X

Addendum Received (please check) **#1** X **#2** X

Company Name SMC Construction **BASE BID** \$1,183,678.00

Alt #1: Replace Shutters **(Circle one)** **ADD** **Subtract** + \$8,179.73

Alt #2: Replace Garage Doors **(Circle one)** **ADD** **Subtract** +\$44,632.00

Bid Security X

Addendum Received (please check) **#1** X **#2** X

Company Name KAT Construction **BASE BID** \$952,515.00

Alt #1: Replace Shutters **(Circle one)** **ADD** **Subtract** +\$11,300.00

Alt #2: Replace Garage Doors **(Circle one)** **ADD** **Subtract** +\$ 39,700.00

Bid Security X

Addendum Received (please check) **#1** X **2** X



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 51

DEPARTMENT: Housing Development

FILE TYPE: Regular - Consent

TITLE

Award Contract For The Parking Lot Replacement At Chasewood Townhomes (Apple Valley)

PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for the parking lot replacement project at Chasewood Townhomes, Apple Valley.
- Authorize Change Order Authority.

SUMMARY

This contract is to replace the ageing parking lot at Chasewood Townhomes (Apple Valley). The lot is over 26 years old and is dilapidated beyond the point of patching. The project was bid using the Minnesota State Cooperative Purchasing Venture (CPV) Contract Release P-836(5) included in Attachment A.

RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with Bituminous Roadways in the amount of \$113,197.50 and be authorized to sign change orders in an amount not to exceed \$11,320 (this is 10% of the contract amount).

The Dakota County CDA requested a bid using the Minnesota CPV for this project following our required procurement procedures, and the contractor has successfully completed several similar projects for the CDA in the past.

EXPLANATION OF FISCAL/FTE IMPACTS

Funds are available for this project in the current FYE26 Extraordinary Maintenance budget using available pooled Tax Increment Financing (TIF) in Apple Valley.

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, The Dakota County CDA requested a bid using the Minnesota Cooperative Purchasing Venture for this project following our required procurement procedures; and

WHEREAS, Bituminous Roadways submitted a responsive bid of \$113,197.50; and

WHEREAS, the contract is being recommended on the current condition of the parking lot and Bituminous Roadways has prior experience on similar projects with the CDA; and

WHEREAS, pooled Tax Increment Financing (TIF) funding in Apple Valley is available in the FYE26 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 is authorized to sign a construction contract with Bituminous Roadways in the amount of \$113,197.50; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director is authorized to approve change orders in an amount not to exceed \$11,320.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Minnesota Cooperative Purchase Venture; Contract Release P-836(5)

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Troy Blakestad, Capital Projects Manager

Admin Minnesota Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
 Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: P-836(5)

DATE: SEPTEMBER 30, 2025

PRODUCT/SERVICE: SMALL-SCALE BITUMINOUS PAVING, AND PARKING LOT REPAIR

CONTRACT PERIOD: AUGUST 1, 2025, THROUGH JULY 31, 2027

EXTENSION OPTIONS: 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): John H. Roth

PHONE: 651.201.2457 **E-MAIL:** John.H.Roth@state.mn.us **WEB SITE:** www.mn.gov/admin/osp

CONTRACT VENDOR

KASKI, INC.
 MR. STEVEN KASKI
 PRESIDENT
 5161 MARTIN RD.
 DULUTH, MN 55811
Phone: 218-729-7969
Email: steven@kaskiinc.com

CONTRACT NO.

273691

TERMS

NET 30

VENDOR NO.: 0000868925

COUNTIES AND PRICING: Carlton, Cook, Lake, and St. Louis counties.

[KASKI, INC. - Price Schedule](#)

CONTRACT VENDOR

PAVE IT, LLC.
 MR. ERIC PETERSON
 PRESIDENT
 1471 HIGHVIEW AVE
 EAGAN, MN 55121
Phone: 651-755-5256
Email: erik@asphaltmn.com

CONTRACT NO.

273692

TERMS

NET 30

VENDOR NO.: 0000329257

ORDERING POINT OF CONTACT

MR. MIKE SCHULTZ
Phone: 763-807-7136
FAX: 651-756-8050
Email: mike@paveitmn.com

COUNTIES AND PRICING: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, & Washington counties.

[PAVE IT LLC - Price Schedule](#)

CONTRACT VENDOR**CONTRACT NO.****TERMS****PARAGON PAVING, INC. / WINDY POINT CONSTRUCTION****273693****NET 30**

MR. RICHARD KELLY

VICE PRESIDENT

PO BOX 240934

St PAUL, MN 55124

Phone: 651-269-1317**FAX:** 651-488-1810**Email:** 112646@gmail.com**VENDOR NO.:** 0000272345

COUNTIES AND PRICING: Aitkin, Anoka, Becker, Benton, Big Stone, Blue Earth, Brown, Carlton, Carver, Cass, Chippewa, Chisago, Clay, Cottonwood, Crow Wing, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Hubbard, Isanti, Jackson, Kanabec, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, St Louis, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Washington, Watonwan, Wilkin, Winona, Wright and Yellow Medicine counties.

[PARAGON PAVING INC - Price Schedule](#)

CONTRACT VENDOR**CONTRACT NO.****TERMS****FPI PAVING CONTRACTORS, INC.****273694****NET 30**

MR. CHAD NELSON

CHIEF EXECUTIVE OFFICER

3230 RICE ST

SHOREVIEW, MN 55126

Email: chadn@fpipaving.com**ORDERING POINT OF CONTACT**

MS. JESSICA THURY

VICE PRESIDENT

Phone: 651-484-0385**FAX:** 651-484-5327**Email:** jessicat@fpipaving.com**VENDOR NO.:** 0000220119

COUNTIES AND PRICING: Aitkin, Anoka, Becker, Benton, Beltrami, Big Stone, Blue Earth, Carlton, Carver, Cass, Chippewa, Chisago, Clay, Clearwater, Crow Wing, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn,

Goodhue, Grant, Hennepin, Houston, Hubbard, Isanti, Itasca, Kanabec, Kandiyohi, Koochiching, Le Sueur, McLeod, Meeker, Mille Lacs, Morrison, Mower, Nicollet, Olmsted, Otter Tail, Pine, Pope, Ramsey, Renville, Rice, Scott, Sherburne, Sibley, St. Louis, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Waseca, Washington, Wilkin, Winona, & Wright counties.

FPI PAVING CONTRACTORS INC - Price Schedule

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>
KNIFE RIVER CORP – NORTH CENTRAL MS. JULIE HENNESSEY CONTRACT ADMINISTRATOR 4787 SHADOW WOOD DRIVE NE SAUK RAPIDS, MN 56379 Phone: 320-251-9472 Ext. 2763 FAX: 320-251-0011 Email: julie.hennessey@kniferiver.com	273695	NET 30

ORDERING POINT OF CONTACT
MR. ADAM SURMA
Phone: 320-251-9472 Ext. 3703
krcmn.subquotes@kniferiver.com

VENDOR NO.: 0000210000

COUNTIES AND PRICING: Aitkin, Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Kandiyohi, McLeod, Meeker, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, and Wright counties.

KNIFE RIVER - Price Schedule

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>
ALLIED BLACKTOP COMPANY MR. BRENT CAPISTRANT PRESIDENT 10503 89 TH AVE. N. MAPLE GROVE, MN 55369 Email: brent@alliedincmn.com	273696	NET 30

ORDERING POINT OF CONTACT
MS. BLAIR JENSON
CONTRACT ADMINISTRATOR
Phone: 763-425-0575
Fax: 612-834-6791
Email: blair@alliedincmn.com

VENDOR NO.: 0000202570

COUNTIES AND PRICING: Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Mille Lacs, Ramsey, Scott, Sherburne, Stearns, Washington, and Wright counties.

ALLIED BLACKTOP COMPANY - Price Schedule

CONTRACT VENDOR**CONTRACT NO.****TERMS****OPP CONSTRUCTION, LLC.****273697****NET 30**

MR. GREG OPP

PRESIDENT

PO BOX 13530

GRAND FORKS, ND 58208

Email: gregopp@oppconstruction.com**ORDERING POINT OF CONTACT**

MR. BRYAN BENSON

Phone: 701-775-3322

Fax: 701-795-7020

Email: bryanbenson@oppconstruction.com

VENDOR NO.: 0000198989

COUNTIES AND PRICING: Kittson, Marshall, Norman, Pennington, Polk, and Red Lake counties.

[OPP CONSTRUCTION LLC - Price Schedule](#)

CONTRACT VENDOR**CONTRACT NO.****TERMS****ULLAND BROTHERS, INC.****273698****NET 30**

MR. ANDY ERICHSON

VICE PRESIDENT

2501 E. MAIN STREET

ALBERT LEA, MN 56007

Phone: 507-373-1960

Fax: 507-373-6360

Email: aerichson@ulland.com

VENDOR NO.: 0000195693

COUNTIES AND PRICING: Aitkin, Blue Earth, Carlton, Cass, Cook, Faribault, Freeborn, Itasca, Kanabec, Koochiching, Martin, Mille Lacs, Mower, Pine, St. Louis, Steele, and Waseca counties.

[ULLAND BROS INC Price Schedule](#)

CONTRACT VENDOR**CONTRACT NO.****TERMS****BITUMINOUS ROADWAYS, INC.****273699****NET 30**

MS. PAM HAGUE
CONTRACTS MANAGER
1520 COMMERCE DRIVE
MENDOTA HEIGHTS, MN 55120
Phone: 651-287-6042
Email: haguep@bitroads.com

ORDERING POINT OF CONTACT

Phone: 651-686-7001
Fax: 651-687-9857
Email: info@bitroads.com
VENDOR NO.: 0000192548

COUNTIES AND PRICING: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, and Washington counties.

[BITUMINOUS ROADWAYS INC Price Schedule](#)

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

COOPERATIVE PURCHASING VENTURE (CPV) MEMBER ORDERING INSTRUCTIONS. This Contract is available to all CPV members per Minn. Stat. § 16C.03, Subd. 10 and Minn. Stat. § 471.59, Subd. 1. For more information on the Cooperative Purchasing Venture Program, see State [website](#). CPV member orders are to be placed directly with the Contract Vendor and must identify this Contract Release, P-836(5), and the Contract Vendor's specific contract number.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

SCOPE. The work to be completed under this contract shall consist of furnishing all labor, tools, materials, and equipment to legally and correctly replace and/or repair parking lot paving, small scale bituminous paving, including but not limited to, driveways, park roads, paved trails, access roads, and boat ramps, and paving related work for all State Agencies and Cooperative Purchasing Ventures (CPV) members for their individual projects on an as needed basis NOT TO EXCEED \$250,000 in value.

The Contract(s) must not be used for bituminous roadwork subject to traffic control per the Minnesota Manual on Uniform Traffic Control Devices Revision 4 (2015 Edition). unless a written exception is granted by the Acquisition Management Specialist or authorized delegate.

PRICES. Prices are firm through the entire contract period. At no time should the ordering entity pay more than the Contract price. Agencies and CPV Members must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

- **Unit Prices.** Materials purchased through this Contract must be for furnish and installation. Unit prices include all materials and incidentals necessary for the installation of the item(s) included in the unit price. Incidentals to all unit prices includes, but is not limited to, traffic control, erosion control, storm water management, equipment rental, pre-cleaning, post-cleaning, protections of existing features outside area of new construction or repair, restoration of areas impacted by construction operations, off-site disposal of excess and demolition materials, quality control tests and inspections, field measurements for unit price payment and other items necessary to the proper execution of the unit price item.
- **Labor Rates.** Labor hourly rates include, but is not limited to, prevailing wage requirements, equipment and tools, government taxes, Social Security, unemployment compensation, insurance payments, employees' fringe benefits, complete insurance coverage of employees, property damage, public liability insurance, surcharges, etc. normally associated with parking lot paving, repair, and other small-scale bituminous paving work. The certified prevailing wage rates in effect at the time the solicitation is advertised apply for the duration of the contract.
- **Mobilization** includes preparatory work and operations, including, but not limited to those necessary for the movement of construction personnel, equipment, supplies and incidentals to the project site, for work on the project, and for all other work and operations which must be performed or cost incurred prior to beginning work on the various items on the project site. The State will pay only one mobilization charge per project.

PRICE DECREASES. During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

VERIFYING THE CONTRACT PRICES. The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein. The Contract(s) also includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

STATE EXCISE AND USE TAX. The Contractors have included any applicable State or Federal sales, excise, or use tax in their contract unit prices on all materials, supplies and equipment that are utilized for the furnishing and installing work under this contract. The State's Direct Pay Permit will not apply for orders against the Contracts.

CONTRACT VENDOR INFORMATION: The following is a list of the counties in which there are Contract Vendors available to provide parking lot repair and small-scale bituminous paving services.

Counties:	1	2	3	4	5
Aitkin	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central	
Anoka	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company
Becker	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Benton	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company	Knife River Corp - North Central	
Beltrami	FPI Paving Contractors, Inc.				
Big Stone	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Blue Earth	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.		
Brown	Paragon Paving, Inc.				
Carlton	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Kaski, Inc.	
Carver	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company
Cass	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central	
Chippewa	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Chisago	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company
Clay	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Clearwater	FPI Paving Contractors, Inc.				
Cook	Ulland Bros, Inc.	Kaski, Inc.			
Cottonwood	Paragon Paving, Inc.				
Crow Wing	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central		
Dakota	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company
Dodge	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Douglas	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Faribault	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.		
Fillmore	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Freeborn	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.		
Goodhue	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Grant	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Hennepin	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company
Houston	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Hubbard	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Isanti	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company	Knife River Corp - North Central
Itasca	Ulland Bros, Inc.	FPI Paving Contractors, Inc.			
Jackson	Paragon Paving, Inc.				
Kanabec	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central	
Kandiyohi	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central		

Kittson	Opp Construction, LLC.				
Koochiching	Ulland Bros, Inc.	FPI Paving Contractors, Inc.			
Lac Qui Parle	Paragon Paving, Inc.				
Lake	Kaski, Inc.				
Lake of the Woods	NO BIDS				
Le Sueur	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Lincoln	Paragon Paving, Inc.				
Lyon	Paragon Paving, Inc.				
Mahnomen	NO BIDS				
Marshall	Opp Construction, LLC.				
Martin	Ulland Bros, Inc.	Paragon Paving, Inc.			
McLeod	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central		
Meeker	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central		
Mille Lacs	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company	Knife River Corp - North Central
Morrison	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central		
Mower	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.		
Murray	Paragon Paving, Inc.				
Nicollet	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Nobles	NO BIDS				
Norman	Opp Construction, LLC.				
Olmsted	FPI Paving Contractors, Inc.				
Otter Tail	FPI Paving Contractors, Inc.				
Pennington	Opp Construction, LLC.				
Pine	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Kaski, Inc.	Knife River Corp - North Central	
Pipestone	NO BIDS				
Polk	Opp Construction, LLC.				
Pope	FPI Paving Contractors, Inc.				
Ramsey	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Allied Blacktop Company	
Red Lake	Opp Construction, LLC.				
Redwood	NO BIDS				
Renville	FPI Paving Contractors, Inc.				
Rice	FPI Paving Contractors, Inc.				
Rock	NO BIDS				
Roseau	NO BIDS				
Scott	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Allied Blacktop Company	
Sherburne	FPI Paving Contractors, Inc.	Allied Blacktop Company	Knife River Corp - North Central		
Sibley	FPI Paving Contractors, Inc.				
St Louis	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Kaski, Inc.	
Stearns	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company	Knife River Corp - North Central	
Steele	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.		

Stevens	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Swift	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Todd	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Knife River Corp - North Central		
Traverse	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Wabasha	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Wadena	FPI Paving Contractors, Inc.	Knife River Corp - North Central			
Waseca	Ulland Bros, Inc.	FPI Paving Contractors, Inc.	Paragon Paving, Inc.		
Washington	Bituminous Roadways, Inc.	Pave It, LLC	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company
Watonwan	Paragon Paving, Inc.				
Wilkin	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Winona	FPI Paving Contractors, Inc.	Paragon Paving, Inc.			
Wright	FPI Paving Contractors, Inc.	Paragon Paving, Inc.	Allied Blacktop Company	Knife River Corp - North Central	
Yellow Medicine	Paragon Paving, Inc.				

PRICE QUOTES. Prior to starting work, agencies or CPV members will request a quote for the work to be completed. Some agencies may decide to provide a drawing(s) for their individual project. The Contractor will be responsible for providing a quote showing the number of labor hours, travel hours, any mobilization, and the unit prices for materials to be used.

The Contractor may be paid for a quote according to the Hourly Rates as stated in the Price Schedule, as long as the Contractor and the agency or CPV member agree to the cost before the project is quoted. The Contractor does not have to request payment to provide a quote and the agency or CPV member does not have to agree to pay for a quote. If the Contractor wants to be paid for a quote and the agency or CPV member does not agree to the payment, then the Contractor does not have to provide a quote. If there are multiple Contractors assigned to a county, agencies may want to obtain a written price quote from multiple Contractors prior to issuing a purchase order.

Contractors shall take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. NO extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions. Ignorance of site conditions will not be the basis for any change order request.

COUNTIES WHERE THERE IS NO CONTRACT COVERAGE. Ordering entities that need work performed in a county that is not covered by a Contract are allowed to contact a Contractor who does have a Contract for a county that abuts the county where the work is to be performed. Under such circumstances, the Contractor may agree at their discretion to extend the Contract pricing, terms and conditions on an individual project basis.

PURCHASE ORDER LIMITS. Individual purchase orders, including associated change orders, issued against these contracts for parking lot repair or replacement shall be less than \$250,000. Agency projects for \$250,000 and more will need to be bid and contracted for through established public works construction contracting procedures.

PAYMENT AND PERFORMANCE BONDS. The Contractor must provide a payment and performance bond per project (furnish equipment and installation) if a project is estimated to be \$175,000.00 or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Obligee.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

Any miscellaneous labor, materials, tools, equipment or services required for a State Agency/CPV member's project, related to the Contract scope, but not listed on the Contract Price Schedule, will be furnished by the Contractor and will be billed at the Contractor's actual cost - **NOT TO EXCEED A TOTAL OF \$5,000 PER PROJECT**. Copies of invoices for these purchases and/or rental fees shall be attached to the invoice that is submitted to the State Agency/CPV member.

CHANGE ORDERS. Contract unit pricing will be used for changes (increases and/or decreases) in the work after the purchase order has been issued. Contractor may proceed with changes in the work after written acceptance from the agency contact person and will be adjusted by Change Order.

PERMITS. Permits required by local authorities shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits if the cost is itemized, and evidence of the permit and its cost is attached to the invoice.

RESPONSE TIME. Upon receipt of a purchase order, the Contractor shall contact the ordering entity where work is to be performed or materials to be delivered within five (5) calendar days acknowledging the receipt of order and to schedule work start dates. Orders requiring expedited action will indicate "expedited action response required" on the purchase order. If after an installation date has been established and the ordering entity requires a delay in the work, the ordering entity may, without penalty, delay installation for a period mutually agreed upon by both parties. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the ordering entity.

All products must be installed with a minimum of interruption to the normal business operation. All work will comply with the applicable national, state and local codes and regulations. If normal service must be disrupted, the Contractor must consult with and obtain the approval of the ordering entity on how the service disruption will be handled prior to scheduling the work. Service Center assistance must be available 7 days a week, 24 hours a day. The Contractor must be able to provide first response to all service calls within one (1) hour. First response is defined as a returned phone call, or diagnostic and troubleshooting, and/or providing anticipated resolution.

INSURANCE. The Office of State Procurement has a current certificate of insurance on file for all Contractors for furnish and install work under the contracts. CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

DEFINITIONS FOR HOURLY RATES AND STATE HOLIDAYS.

Work Hours:

- Weekday Cost - Monday through Friday, 7:30 a.m. to 4:00 p.m. Central Time
- Weekday Evening Cost - Monday through Friday, 4:01 p.m. to 7:29 a.m. Central Time
- Weekend/ State Holiday Cost - 4:01 p.m. (Friday) to 7:29 a.m. (Monday) Central Time

State Holidays:

New Year's Day
President's Day

Martin Luther King Jr. Day
Memorial Day

Independence Day
Veteran's Day
Day after Thanksgiving

Labor Day
Thanksgiving Day
Christmas

CONDUCT. All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

WORKMANSHIP, AND LICENSES. Contractors shall employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

REMOVED ITEMS/CLEAN-UP. It will be the Contractor's responsibility to legally dispose of all materials and supplies removed and/or used during a project. The cost of cleanup performed by the Agency or CPV member as a result of the Contractor's failure to provide the required cleanup shall be deducted at the actual cost to the Agency or CPV member from the Contract sum.

SAFETY. The State agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the State may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of Contract procedures, or other problems.

The Contractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury or loss to:

- a. All Persons.
- b. The building and all other real or personal property at the work site.
- c. All the equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the State if, during the term of this agreement, the Contractor observes or otherwise learns of any condition which:

- a. In the Contractor's judgment, poses a threat to the safety of persons or property;
- b. Adversely affects the equipment: or is in violation of any applicable codes or regulations.

WARRANTY. The Contractor shall provide a one-year warranty which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Contractor shall repair or replace defective materials that fail with the warranty period. The warranty period shall not commence until final acceptance by owner.

BACKGROUND CHECKS. Some State Agencies may require criminal background checks on persons that enter, work at or service the facility. Some of the State Agencies which require criminal history/background checks include, but are not limited to, the following: Department of Corrections, Department of Human Services, Minnesota Academy for the Deaf and Blind, and Bureau of Criminal Apprehension. If this requirement applies, the State agency shall notify the Contractor when they request a quote or prior to proceeding with a purchase order.

State Agencies will be responsible for the cost of background checks. It will be the responsibility of the Contractor to make sure they are aware of and are in compliance with administering criminal background checks per State, Federal, and local law.

Notwithstanding the foregoing, the Contractor will be responsible for the actions and/or results of such actions of their employees under the Contract.

SUBCONTRACTING. Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all **approved** subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

SUBCONTRACTOR PAYMENT. In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

PAYMENT. The payment for each purchase order will only be made after all work has been accepted as satisfactory by the State Agency or CPV Member. At completion of each project the invoice should at a minimum include:

- The name of the Contractor/Contract number.
- The State Agency purchase order number.
- Date and description of work performed.
- Mobilization charge.
- Number of labor hours, labor rate and total labor billed.
- Material unit prices for work completed.
- Total for invoice.

All services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the State Agency or CPV Member before payment will be issued.

Prior to final payment, the Contractor shall deliver an IC 134 – “Withholding Affidavit for Contractor” – to the agency or CPV Member where the work was completed. The IC 134 must be approved by the Minnesota Department of Revenue prior to final payment. For instructions on filing an IC-134 [visit](#).

PREVAILING WAGE REQUIREMENTS. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

The prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week. Pursuant to Minnesota Statutes 177.43, “No laborer or mechanic employed directly on the project work site by the Contractor or any subcontractor, agent or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.” Nothing in this Contract shall be construed as prohibiting the Contractor or subcontractor paying a higher negotiated wage rate. This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics

who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. All laborers, workers, and mechanics must be paid the prevailing wage rate for work performed on the project. If the wage certification or published prevailing wages do not include a rate for a classification of work used on the project, the contractor shall contact the Department of Labor and Industry to obtain a rate.

In accordance with Minnesota Statutes 177.30 Sub. 4 and 177.43 Sub. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the following E-mail addresses provided on the Purchase Orders

- 1) STATE AGENCIES except MnDOT must list the E-mail addresses on their purchase orders.
- 2) CPV Members must indicate if they need certified payroll reports and the appropriate addresses for submission on their purchase orders.

The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD [website](#), under Step 3: Compliance Documents. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement with the exception of Mn/DOT (see below).

These completed forms must be furnished not more than 14 days after the end of each pay period.

The Subject Line on the Contractor's and Subcontractor's E-mail must show the Firm name and the Contract Number or Purchase Order Number and the pay period ending date.

Failure to maintain records as required by Minnesota Statutes 2008, Section 177.30 may be fined up to \$1,000 for each failure to maintain said records. This penalty is in addition to any penalties provided under section 177.32, Subd. 1. Contractors and subcontractors must keep these records for three years after the contracting authority has made final payment on the public works project.

The Contractor is solely responsible for payment of all required Prevailing Wage rates. Further, the State will not be liable for increased labor cost, errors in the rates or classifications, or changes to same prior to the awarding of Contracts. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates are included in this specification. Said wage rates must be posted in at least one conspicuous place for the employees working on the project.

Any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be subject to fine and imprisonment. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense

In accordance with Minnesota Statutes 177.43, sub. 6a, upon issuance of a notice of a compliance order and withholding order issued by the Department of labor and Industry to the Contractor or subcontractor or another employer pursuant to section 177.27, sub. 4 for violation of sections 177.41 to 177.44, the Owner, as the contracting authority shall withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the owner must withhold the sum ordered until the compliance order has become a final order and has been fully paid or otherwise resolved by the Contractor.

CPV Requirements:

To avoid any statutory penalties, each CPV member subject to Minnesota Statutes sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, who issue purchase orders against a State annual contract for construction need to collect certified payroll records containing the information required in Minnesota Statutes section 177.30.

IF YOU HAVE QUESTIONS REGARDING THE PREVAILING WAGE LAWS, CONTACT THE DEPARTMENT OF LABOR AND INDUSTRY AT 651.284.5091.

MnDOT PREVAILING WAGE PAYROLL REPORTING REQUIREMENT

To meet Minn. Stat. § 177.43 requirement, the Contractor and Subcontractor(s) shall submit payroll forms according to MnDOT (Labor Compliance Unit, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

- A. All contractors shall submit a payroll statement to the department (Minn. Stat. § 177.44, subd. 7). The statement shall be submitted based on the contractor's payment schedule. If a contractor pays its employees weekly, a payroll statement shall be submitted weekly. If a contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

Each statement submitted shall include all employees that performed work under this contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):

1. Contractor's name, address, and telephone number.
2. State project number.
3. Payroll report number.
4. Project location.
5. Workweek ending date.
6. Name, social security number, and home address for each employee.
7. Labor classification(s) and/or three-digit code for each employee.
8. Hourly straight time and overtime wage rates paid to each employee.
9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
10. Authorized legal deductions for each employee.
11. Project gross amount, weekly gross amount and net wages

- B. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1 - 11) of this section. However, contractors needing a payroll form may utilize the "front side" of the U.S. Department of Labor's, WH-347-Payroll Form. This form is available by visiting the Labor Compliance [website](#).

- C. All payroll records must be accompanied with a completed and signed MnDOT, 21658 - Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).

- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. § 177.30(1)(2)(3)(4)).

- E. The Prime Contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).

- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate, detailed earnings statement (Minn. Stat. § 181.032).

- G. Upon request from the Minnesota Department of Labor and Industry (MN/DOLI) or the Department, the Prime Contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).

- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MnDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A (4)(d).

- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available [on-line](#).

SPECIFICATIONS FOR SMALL SCALE BITUMINOUS PAVING & REPAIR

PART 1 GENERAL **1.01 SUMMARY**

- A. Section Includes:
1. Quality control and quality assurance.
 2. Preparation and precautions.
 3. Erosion control.
 4. Traffic control and protections.
 5. Establishment of grade.
 6. Clearing and demolition.
 7. Subgrade preparation and earthwork.
 8. Utility adjustments.
 9. Aggregate base.
 10. Cast-in-place concrete, cement, aggregates, and admixtures for the following:
 - a. Curb and gutter.
 - b. Drive aprons.
 - c. Patching
 10. HMA paving and curbing.
 11. Crack sealing.
 12. Pavement sealing.
 13. Patching.
 14. Leveling.
 15. Overlaying.
 16. Tolerances.
 17. Tests and inspections (Owner option).
 18. Cleanup and disposal.
- B. Unit Price Measurement and Inclusion:
- a. Concrete Curb Removal
 - 1) Measurement: lineal foot
 - 2) Includes: Sawcutting, removal of curb and aggregate base material, stockpiling, loading, and off-site disposal.
 - b. Concrete Curb and Gutter
 - 1) Measurement: lineal foot
 - 2) Includes: Subgrade preparation and provision of concrete curb and gutter including control and expansion joints.
 - c. HMA Curb
 - 1) Measurement: lineal foot
 - 2) Includes: Surface cleaning, provision of tack coat and curbing.
 - d. Weed Removal from Cracks
 - 1) Measurement: lineal foot
 - 2) Includes: Removal and off-site disposal of weeds from cracks.
 - e. Soil Sterilant for Cracks
 - 1) Measurement: lineal foot
 - 2) Includes: Provision of soil sterilant for cracks.
 - f. Backer Rod for Crack Sealing
 - 1) Measurement: lineal foot
 - 2) Includes: Provision of backer rod for crack sealing.
 - g. Crack Sealing
 - 1) Measurement: lineal foot
 - 2) Includes: Cleaning and drying of crack, provision of sealant and protective measures against pick-up.
 - h. Subsurface Drainage System
 - 1) Measurement: lineal foot
 - 2) Includes: Subgrade preparation and provision of drainpipe and fittings, coarse filter aggregate, geotextile drainage fabric, and connection to outfall structure (if required).

- i. Bituminous Pavement Removal (Non-mill)
 - 1) Measurement: square yard, aerial extent of removal area
 - 2) Includes: Sawcutting, removal of bituminous pavement and curbing, stockpiling, loading, and off-site disposal.
- j. Concrete Pavement Removal (Non-mill)
 - 1) Measurement: square yard, aerial extent of removal area
 - 2) Includes: Sawcutting, removal, stockpiling, loading, and off-site disposal.
- k. Concrete Drive Apron
 - 1) Measurement: square yard
 - 2) Includes: Subgrade preparation and provision of concrete pavement for drive aprons. Control and expansion joints are to be paid for as a separate line item (as specified herein).
- l. Concrete Patching
 - 1) Measurement: square yard, aerial extent of patch at surface.
 - 2) Includes: Surface cleaning, provision of patching concrete to match surrounding concrete for type, color, and surface texture.
- m. HMA Paving
 - 1) Measurement: square yard
 - 2) Includes: Subgrade preparation, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- n. Aggregate Base
 - 1) Measurement: square yard
 - 2) Includes: Subgrade preparation, stockpiling, loading, placing, moisture conditioning, and compacting.
- o. Pavement Sealing - Fog Seal
 - 1) Measurement: square yard
 - 2) Includes: Surface cleaning and provision of fog seal.
- p. Pavement Sealing - Seal Coat
 - 1) Measurement: square yard
 - 2) Includes: Pre and post surface cleaning, and provision of seal coating.
- q. Overlaying
 - 1) Measurement: square yard
 - 2) Includes: Surface cleaning, provision of tack coat and HMA, placing, compacting, rolling.
- r. Brush Removal
 - 1) Measurement: square yard
 - 2) Includes: Removal of brush and groupings of trees including their root systems within 18 inches (minimum) of grade, off-site disposal.
- s. Bituminous Pavement Removal (Mill)
 - 1) Measurement: square yard, aerial extent of milled area
 - 2) Includes: Milling bituminous pavement, off-site disposal of millings.
- t. Leveling Courses
 - 1) Measurement: square yard, aerial extent of top leveling course
 - 2) Includes: Surface cleaning, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- u. HMA Patching
 - 1) Measurement: square yard, aerial extent of top of patch
 - 2) Includes: Subgrade preparation, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- v. Cold Mix Patching
 - 1) Measurement: square yard, aerial extent of top of patch
 - 2) Includes: Surface cleaning, provision of cold mix asphalt, placing, compacting, and rolling.
- w. Common Excavation (local reuse)
 - 1) Measurement: cubic yard (embankment volume, prior to excavation)

- 2) Includes: Excavating, stockpiling, loading, reusing soil materials in the Work which meet the requirements for Select Suitable Material and Select Granular Material, subgrade preparation, placing, moisture conditioning, and compacting.
- x. Common Excavation (export)
 - 1) Measurement: cubic yard (embankment volume, prior to excavation)
 - 2) Includes: Excavating, stockpiling, loading, and exporting all types of soil materials.
- y. Rock Excavation (local reuse)
 - 1) Measurement: cubic yard (embankment volume, prior to excavation)
 - 2) Includes: Removal by non-standard heavy equipment such as jackhammer or other similar approved techniques, excavating, stockpiling, loading, reusing materials in the Work, subgrade preparation, crushing, placing, and compacting material.
- z. Rock Excavation (export)
 - 1) Measurement: cubic yard (embankment volume, prior to excavation)
 - 2) Includes: Removal by non-standard heavy equipment such as jackhammer or other similar approved techniques, excavating, stockpiling, loading, and exporting.
- aa. Select Granular Borrow
 - 1) Measurement: cubic yard
 - 2) Includes: Subgrade preparation and supplying, loading, importing, stockpiling, placing, and compacting soil material meeting the requirements for Select Granular Material.
- ab. Tree Removal
 - 1) Measurement: each, caliper measured 3 feet above grade
 - 2) Includes: Removal of tree and root system within 18 inches (minimum) of grade, off-site disposal.
- ac. Utility Adjustment - Manhole/Inlet Rings
 - 1) Measurement: each
 - 2) Includes: Provision or removal of concrete adjusting rings and setting rim of manole or inlet casting.
- ad. Utility Adjustment - Valve Boxes
 - 1) Measurement: each
 - 2) Includes: Provision or removal of materials and Work associated with setting top of valve box.
- ae. Quality Control Tests & Inspections
 - 1) Measurement: each per project area
 - 2) Includes: Testing and inspection services of a testing agency as described in the "Tests and Inspections (Owner option)" article herein (Part 3).

1.02 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1.03 REFERENCES

- A. Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction - 2020 Edition. The MnDOT Standard Specifications for Construction are available [on-line](#). Wherever in the specifications reference is made to a number preceded by "MnDOT", the reference shall be understood to mean that numbered section of the Department of Transportation specifications, except that provisions for measurement and payment shall not apply and all costs in connection therewith shall be included in the pricing response for the work in this RFB.
- B. Minnesota Department of Transportation (MnDOT), standard plates updated at: <https://www.dot.state.mn.us/design/design-standards/standard-plates.html>
- C. Minnesota Pollution Control Agency (MPCA), General Permit MN R100001, Authorization to Discharge Storm Water Associated with Construction Activity Under the NPDES/SDS Permit Program. Permit

requirements may be obtained by calling the MPCA at 800-657-3864 or on the internet at www.pca.state.mn.us/water/stormwater/stormwater-c.html.

- D. Minnesota Asphalt Pavement Association (MAPA), Asphalt Paving Design Guide. This guide may be obtained by calling MAPA at 651-636-4666 or on the internet at www.asphaltisbest.com.
- E. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- F. ASTM D 1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens; 2007e1.
- G. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2015.
- H. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2012.
- I. ASTM D 2041 - Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures; 2011.
- J. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2000.
- K. ASTM D 2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures; 2004.
- L. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2000.
- M. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2009).
- N. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
- O. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000 (Reapproved 2009).
- P. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 2010.
- Q. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1990 (Reapproved 2002).
- R. ASTM C 33 - Standard Specification for Concrete Aggregates; 2013.
- S. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2012a.
- T. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2013a.
- U. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
- V. ASTM C 150 - Standard Specification for Portland Cement; 2012.
- W. ASTM C 173/C 173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2012.
- X. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a.
- Y. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2011.
- Z. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2013.
- AA. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2012a.

- AB. ASTM C 685/C 685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2011.

1.04 DEFINITIONS & ABBREVIATIONS

- A. Aggregate Base - A well graded granular material placed over a stable subgrade as an integral component of the pavement section and to provide a base on which the pavement is constructed. Typically used for new paving projects.
- B. Asphalt Cement - A dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing.
- C. Cold Mix Asphalt - Typically, a mixture of cutback asphalt and aggregate mixed in a plant which may be used immediately or stockpiled for future use. Used for temporary repairs when HMA is unavailable due to seasonal constraints.
- D. Common Excavation - Excavation and local reuse of existing soils, and excavation and export of excess or Unsuitable Materials. For reused soils, includes placing, moisture conditioning, and compacting.
- E. Fine Aggregate (FA) - Fine aggregate as designated for use in pavement seal coats.
- F. Hot Mix Asphalt (HMA) - A high quality, thoroughly controlled hot mixture of asphalt cement and well graded, high quality mineral aggregate used to construct bituminous pavements.
- G. Leveling Course(s) - One or more courses of HMA of variable thickness, specifically intended to fill sags or depressions in the surface of an existing bituminous pavement prior to an overlay. Sometimes called a "wedge course."
- H. Lift - The maximum thickness of loose material that may be placed prior to compaction.
- I. Spot Repairs - Repairs to an existing pavement including crack repairs, patching, and leveling.

1.05 SUBMITTALS

- A. Submit the following:
 - 1. Report(s) that summarize pertinent field observations and determinations of material suitabilities, construction methods and operations, detailed test reports for testing as specified herein, and other applicable testing as determined during the course of construction.
 - 2. Documentation for the source of the materials incorporated in the Work.
 - 3. Job Mix Formula (JMF) for HMA prepared by an independent testing laboratory for acceptance. A JMF from a current project prepared by an independent testing Lab may be acceptable. Engineer supplied mix designs and similar recommendations are not part of this specification. Provide and pay for all Work required to develop the JMF. Do not place the bituminous courses prior to acceptance of the JMF by the Owner.

1.06 QUALITY CONTROL & QUALITY ASSURANCE

- A. Quality Control: The Contractor will perform quality control tests and inspections as necessary to achieve a quality product. Additionally, the Owner, at his option, may require tests and inspections to be provided from the Contractor as specified in the "Tests and Inspections (Owner Option)" article herein.
- B. Quality Assurance: The Owner, at his option, may perform quality assurance tests and inspections, independent of Contractor tests, to better ensure a quality product. Tests may include those specified under the "Testing and Inspections (Owner Option)" article specified herein.
 - 1. Perform Work as specified herein and according to MnDOT requirements, except as modified herein. Where this specification differs from MnDOT requirements, the more stringent requirement governs.

1.07 MnDOT MODIFICATIONS

- A. General modifications to MnDOT standard specifications are described in this article. Specific modifications are specified elsewhere in this specification.
- B. Department is equivalent to the Owner.
- C. Owner may or may not retain professional services.
- D. Material source approvals are not part of this specification. Provide material and mixture quality control data to the Owner affirming quality of materials specified as required in "Submittals" article herein.
- E. Sampling and testing as specified herein. Acceptance schedules are not part of this specification.
- F. Growth curves and nuclear density testing is not required.
- G. Method of measurements and basis of payment as specified herein.

PART 2 - PRODUCTS

2.01 UNSUITABLE MATERIAL

- A. All mixtures of soil containing organic and inorganic matter such as humus, spongy matter, roots, stumps, muck, peat, rubbish, debris and other objectionable matter which may result in settlement or loss of integrity to surface pavements.

2.02 SUITABLE MATERIAL

- A. All mineral soil except topsoil and Unsuitable Material as specified herein. Maximum size of stone or fragmentary rock for use as fill is 3 inches, as measured in their greatest dimension.

2.03 SELECT SUITABLE MATERIAL

- A. Non-expansive mineral soil free of significant rock quantities, having a plasticity index of 15 or less, and a liquid limit of 35 or less, and free of any materials that may prevent attaining specified density. Maximum size of stone or fragmentary rock for use as fill is 3 inches, as measured in their greatest dimension. Select Granular Material meets the requirements for Select Suitable Material.

2.04 GEOTEXTILE DRAINAGE FABRIC

- A. MnDOT, specification section 3733, Type 1 geotextile.

2.05 COARSE FILTER AGGREGATE

- A. MnDOT, specification section 3149.2.H for Coarse Filter Aggregate.

2.06 SUBSURFACE DRAINAGE SYSTEM

- A. Drainpipe: MnDOT standard specification section 3278 for Type SP pipe with Class 2 slotted perforations.
- B. Coarse Filter Aggregate: As specified herein.
- C. Geotextile Drainage Fabric: As specified herein.

2.07 SELECT GRANULAR MATERIAL

- A. MnDOT standard specification section 3149.2.B2.
- B. Salvaged/recycled asphalt pavement may be used in accordance with MnDOT standard specification section 3149.2.A1 to meet the above gradation. No other salvaged/recycled material may be used.

2.08 AGGREGATE BASE

- A. MnDOT standard specification section 3138, Class 5, 100 percent crushed.
- B. Salvaged/recycled asphalt pavement may be used in accordance with MnDOT standard specification section 3138.A2. No other salvaged/recycled material may be used.

2.09 TACK COAT

- A. MnDOT standard specification section 2357.

2.10 HMA

- A. Use the HMA specified below depending on location in the state. For purposes of this specification, northern and southern Minnesota are divided by an east-west line from North Dakota to Wisconsin and intersecting the southern edge of Mille Lacs Lake.
- B. Northern Minnesota: MnDOT standard specification section 2360 Designation SPWEA330B for Wear Courses and SPNWA330B for Non-Wear Courses, all virgin aggregate, , except as amended in the "Modifications" below. Asphalt content of mixture per MnDOT Standard specification section 2360.E5.
- C. Southern Minnesota: MnDOT standard specification section 2360 Designation SPWEA330L for Wear Courses and SPNWA330L for Non-Wear Courses, all virgin aggregate, except as amended in the "Modifications" below. Asphalt content of mixture per MnDOT Standard specification section 2360.E5.

2.11 CRACK SEALANT & BACKER ROD

- A. Backer Rod: Compressible, non-shrinking, non-absorbent material with melting point higher than sealant temperature. Width must be about 25% wider than crack so it doesn't slip down or float out after installing the sealant.
- B. Sealant:
 - 1. MnDOT standard specification section 3719, hot-poured, crumb rubber type.
 - 2. Assume responsibility for ensuring that material is from a MnDOT certified source. Preapproval of lots is not part of this specification.

2.12 PAVEMENT SEALANTS

- A. Bituminous Fog Seal: MnDOT standard specification section 2355.
- B. Bituminous Seal Coat: MnDOT standard specification section 2356. Aggregate gradation according to MnDOT standard specification section 3127 for gradation FA-1 or other 3127 gradation as per Owner or his designated representative.

2.13 COLD MIX ASPHALT

- A. Cold-mix asphalt, also called stockpile patching mixture to comply with discontinued MnDOT Standard Specification Section 2381 or approved equivalent. (see attachment).

2.14 CONCRETE MATERIALS

- A. Cement: ASTM C 150 Normal - Type I Portland type, gray color. Use different color as necessary to best match existing adjacent concrete pavement or as required by Owner.
- B. Fine and Coarse Mix Aggregates: ASTM C 33, and the following additional requirements:
 - 1. Deleterious substances:
 - a. Maximum of 0.5% by weight of clay lumps and friable particles.
 - b. Maximum of 3.0% by weight of material finer than No. 200 sieve.
 - c. Maximum of 0.5% by weight of lignite and shale.
 - 2. When fine aggregate is tested for potential reactivity by chemical method in accordance with ASTM C 289, relationship between quantity Rc (reduction in alkalinity) and quantity Sc (dissolved silica) must indicate that material is innocuous.
 - 3. Aggregate for exterior concrete must be ASTM C 33 size number 67 (3/4 inch to No. 4) and must be 100 percent crushed quarry rock composed of basalt, quartzite, granite, limestone or dolomite. For toppings or repairs less than 2 inches in thickness use ASTM C33 size number 9.
 - 4. When subjected to 5 cycles of soundness test using magnesium sulfate in accordance with ASTM C 88, coarse aggregate must have a loss of not more than 18 percent.
 - 5. Coarse aggregate must have maximum abrasion loss of 40 percent by weight when tested in accordance with ASTM C 131, Grading B.
- C. Exposed Aggregate: Aggregates for exposed aggregate finish concrete must meet the size requirements for ASTM C 33 size number 8 and be a multi-colored natural river stone. Commonly referenced as "McDonald's Mix."
- D. Admixtures
 - 1. Meet requirements of ASTM C494 or ASTM C 260.
 - 2. Fly Ash
 - a. Addition of fly ash to regular weight and lightweight concrete mixes to reduce amount of cement is permissible as specified herein.
 - b. ASTM C 618, Class C
 - c. When used in exposed concrete it must be used throughout for uniform color.

- d. Weight of fly ash added to mixes must be greater than reduction of weight of cement, with proportions of cement and fly ash selected for 28-day compressive strengths equal to those specified. Maximum reduction in weight must not exceed 15 percent of specified amount.
- 3. Water Reducing Admixtures: ASTM C494, Type A.
- 4. Water Reducing, Retarding Admixture: ASTM C 494, Type D.
- 5. High Range Water Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G.
- 6. Non-corrosive, Non-chloride Accelerator: ASTM C 494, Type C or E.
- 7. Air-entraining Admixture: ASTM C 260.
- E. Water: Potable, and not detrimental to concrete.
- F. Acid Etch Solution: Muriatic type.
- G. Curing Compound: ASTM C 309, Type 1, Class A.
- H. Expansion Joint Fillers (backing for sealant by others):
 - 1. Flexible, compressible, closed cell polyethylene foam, not less than 10 psi compression deflection.
- I. Expansion Joint Fillers (not intended for sealant):
 - 1. MnDOT standard specification section 3702.
- J. Non-slip aggregate finish: Corundum (45% aluminum oxide & 24% ferric oxide grits) or aluminum oxide (90% pure).

2.15 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Concrete Properties:
 - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4000 psi.
 - 2. Air entrainment: 6 percent entrained air with maximum tolerance of plus or minus 1.5 percent.
 - 3. Maximum slump: 4 inches, except those mixes containing super plasticizer.
 - 4. Minimum slump: 1 inch.

2.16 CONCRETE MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C 94/C 94M.

PART 3 - EXECUTION

3.01 PREPARATION & PRECAUTIONS

- A. Examination: Review slopes, elevations, grade, drainage, above and below grade utilities, and other conditions affecting the Work. Notify Owner of conditions which are unsatisfactory or detrimental to the proper and timely completion of the Work before starting Work. The start of Work constitutes that the Contractor is satisfied with the existing conditions.
- B. Permits: Obtain permits and approvals required to perform the Work.
- C. Precautions
 - 1. Buildings and Structures: Exercise extreme care near buildings or structures (e.g., manholes, retaining walls) to prevent damage.
 - 2. Utilities: Locate existing utilities that may be disturbed by excavation operations. Determine locations by notifying Gopher State One (1-800-252-1166) for locations of utilities and by coordinating with Owner and respective utilities. Excavate with discrete test pits to determine exact utility locations, if necessary. Excavate by hand near existing utilities. Pay costs for repairing utilities damaged by construction operations.
 - 3. Water: Prevent water from ponding in construction areas, or areas affected by construction, by carefully scheduling excavation and fill procedures, establishing and maintaining appropriate grading, and providing diversion ditches or other means.
 - 4. Sensitive Soils: Subgrade soils in various areas of Minnesota may be sensitive to disturbance and may lose strength if improper construction equipment or techniques are employed. Such soils are typically cohesive soils such as silty sands. Work in sensitive soil areas using appropriate

equipment such as low ground pressure tracked excavators and non-vibratory compaction equipment, employed at slower speeds with a minimum of abrupt movements in order to avoid soil disturbance. Do not allow water to pond on these soils.

3.02 EROSION CONTROL

- A. This specification is intended for projects that are less than 1 acre in total disturbed area which includes the combined area of hard surface, aggregate and vegetated areas. Projects greater than 1 acre must comply with MPCA General Permit MN R100001. Obtain these permit requirements using the contact information in the "References" article herein. Additionally, local regulations (e.g., city, watershed district, Board of Water and Soil Resources - BWSR, Minnesota Department of Natural Resources - MDNR) may have erosion control requirements that are applicable to the Work. The Contractor is responsible to know such requirements and to provide measures to comply with them.
- B. Protect excavated areas from eroding and prevent soil from leaving the site.
- C. Do not begin earthwork operations until temporary measures are installed as necessary to protect adjacent storm sewer inlets, wetlands, streams, lakes, streets, property and the like from sediment transported by storm water runoff.

3.03 TRAFFIC CONTROL & PROTECTIONS

- A. Prior to performing Work, erect barricades to protect Work and traveling public, both vehicular and pedestrian in accordance with MnDOT specification section 1710. Protect Work until fully cured.
- B. Develop, provide, maintain, and remove traffic controls to the satisfaction of the Owner.
- C. The Owner will not approve plans for technical competence.
- D. Completely remove traffic control barricades and other temporary measures after completion of the Work, including applicable curing times. Assume responsibility for damage to the Work due to premature removal of traffic control and protective measures.
- E. A "Contract Traffic Control Plan" is not part of this specification.

3.04 ESTABLISHMENT OF GRADES

- A. Establish grades and set grade stakes as necessary to complete the Work.
- B. Grade paved areas uniformly to match surrounding existing pavement without awkward or abrupt transitions and to provide positive drainage free of puddling. Grade at a continuous positive slope of 2 percent (minimum) and 5 percent (maximum) to drainage provisions (e.g., catch basins, swales) to prevent puddles immediately after rain events. Additionally, do not allow standing water at pavement edges immediately after rain events for finished condition.
- C. In the case of repairs or overlays, provide finished product which drains as good or better than the preexisting condition. Drain to preexisting drainage provisions or new drainage provisions as coordinated with the Owner prior to the start of construction.
- D. Grade embankments outside of new paved areas at a maximum slope of 3 horizontal to 1 vertical.

3.05 CLEARING & DEMOLITION

- A. Clear Site: Completely remove trees, brush, shrubs, curbs, sidewalks, pavements, and other items or obstructions within the area of new construction. Do not remove items that must remain, such as utilities, pavements intended for overlaying, or other items designated by the Owner. For questionable items, notify Owner to determine if they are to be removed.
- B. Pavement Removal (Non-milling Option)
 - 1. For new pavement installed to match existing pavement, and for spot repairs prior to removing damaged pavement, provide a uniform sawcut edge for new pavement to be placed against. Locate sawcut edge in sound material a minimum of 1 foot all around substandard pavement area, or around area of pavement requiring removal for other reasons. For spot repairs, provide square or rectangular shaped removal area with 2 sides at right angles to the direction of traffic.
 - 2. Sawcut in a neat and straight edge perpendicular to the surface a minimum of 3 inches in depth. Do not use jack hammers for top 3 inches of the edge. Jack hammering may be used below this depth to remove remaining bituminous pavement provided jack hammering is done vertically without a rocking back and forth motion, in order to provide a neat vertical edge perpendicular to the pavement surface.

3. Remove damaged pavement and underlying aggregate base material with rubber tired heavy equipment appropriate to the type and size of the pavement requiring removal.
 4. Curb Removal: Where existing adjacent pavement will remain, provide a uniform sawcut edge a distance of 1 foot from bituminous curb. Remove pavement and curb from this sawcut edge.
- C. Pavement Removal (Milling Option)
1. Milling out of substandard pavement may be performed in lieu of sawcutting/pavement removal. Mill out the substandard pavement to a minimum of 1 foot all around substandard pavement area to result in a square or rectangular shaped removal area with 2 sides at right angles to the direction of traffic.
 2. Mill edges in a neat and straight edge perpendicular to the surface.
- D. Burning Prohibited: The use of burning is prohibited.
- E. Blasting Prohibited: The use of any type of explosives is prohibited.
- F. Protection: Protect trees and other features outside the area of new construction.
- G. Contractor Damage: Repair damage to existing surfaces and features resulting from Contractor operations to preexisting or better condition at no cost to the Owner. This includes, but is not limited to, disintegration, depressions, gouges, tire marks, stains and the like.
- H. Debris Removal: Unless materials are reused in the Work as specified herein, remove demolition debris generated from Work off the limits of the site. Recycle to the maximum extent practicable.

3.06 SUBGRADE PREPARATION & EARTHWORK

- A. General Requirements (applies to new paving and patch repairs to existing pavement)
1. Excavation:
 - a. Grade to required section accounting for aggregate base, bituminous pavement thicknesses, and other surfacing (e.g., topsoil, concrete) that may be specified elsewhere, and so that positive drainage is achieved as described in the "Establishment of Grade" article herein.
 - b. Remove topsoil, Unsuitable Material and soft soils.
 2. Subgrade Compaction: Compact subgrade to achieve a firm foundation.
 3. Moisture Conditioning (cohesive soils): If necessary to achieve compaction for cohesive soils, disc or scarify soil to a depth of 6 inches, then aerate or sprinkle with water to facilitate compaction for a firm subgrade (typical moisture content of soil within 2 percent of optimum).
 4. Do not place fill in standing water, over softened soils, or on frozen ground where frost has penetrated greater than 2 inches.
 5. Do not use frozen fill.
 6. Work adjacent to structures with equipment that will not damage the structure.
 7. If inspections or soil testing indicate that the Work has not been provided in compliance with these specifications, remove the substandard Work and replace at no additional cost to the Owner.
 8. Remove from the site excess soils, topsoil, and Unsuitable Materials.
- B. New Paving
1. Rock Removal: Remove rock as necessary and as approved by Owner.
 2. Subgrade Proofrolling: During a time of good weather and with the soils at the proper moisture content, proofroll the subgrade with a loaded dump truck at a speed of 2 to 3 miles per hour. Remove soils in areas that deflect more than 2 inches.
 3. Filling:
 - a. When more than one soil type is available on-site, use the type(s) exhibiting the better structural and drainage characteristics (e.g., granular soils).
 - b. Fill excavation where some type of loading will be imposed (e.g., pavement areas) with reusable Select Suitable Material or Select Granular Material for make-up soils, compacted in maximum of 6-inch loose lifts to the bottom of Aggregate Base, or the bottom of pavement in the case of full depth paving.
 - c. Compact to 100 percent Modified Proctor density (ASTM D1557).
 4. Seepage Water: Excavations that extend into wet, soft, or spongy areas within 36 inches of the finish grade may require special design considerations (e.g., Subsurface Drainage System) to ensure lasting pavement integrity. Notify the Owner for possible Engineer and/or testing agency inspection and recommendations prior to proceeding with the Work.

5. In no case should excavation exceed 36 inches from proposed finish grade. If firm subgrade is not achieved by this level, notify Owner for possible Engineer and/or testing agency inspection and recommendations prior to proceeding with the Work.

C. Patch Repairs to Existing Pavement

1. Within the limits of the repair area, remove Unsuitable Materials and soils with excessive deflection to the depth required to provide a firm foundation.
2. For excavations exceeding 12-inch depth (maximum full depth patch thickness), fill up to this depth with Select Granular Material compacted in maximum of 6-inch loose lifts. Thoroughly compact until there is no further evidence of consolidation.
3. For excavations with groundwater seepage, fill the excavation with Select Granular Material to the lowest elevation which will provide a firm subgrade free of excessive moisture. Fill no higher than 4 inches from the surface or to the bottom of existing pavement, whichever is at a lower elevation.
4. In no case should excavation exceed 36 inches.
5. Remove excavated materials off the limits of the site.

D. Subsurface Drainage System (Owner directed)

1. A Subsurface Drainage System, simply stated, maintains normally drained conditions in the overlying soils within its influence zone and consists of perforated pipe connected to an outfall (e.g., storm sewer manhole, daylighted to a swale). It should be no higher than 3 feet from finish grade, hydraulically connected to the soils it is intended to drain (typically drains the Aggregate Base or Select Granular Material below the pavement), sloped at a minimum of 2 percent, and outletted at an elevation above outfall water levels up to approximately a 10-year storm. It should be designed by an Engineer. If a Subsurface Drainage System is required as directed by the Owner or his designated representative, construct as follows.
2. Excavate to provide a minimum 6-inch thickness under and around the Drainpipe.
3. Place the Geotextile Drainage Fabric on the prepared subgrade, then place 6 inches (minimum) thickness of Coarse Filter Aggregate as fill. Compact material with a vibratory compactor.
4. Place the Drainpipe on the Coarse Filter Aggregate to the required layout and invert elevations with end cap at high end. Place additional Coarse Filter Aggregate 6 inches (minimum) all around the pipe.
5. Wrap the Geotextile Drainage Fabric around the Coarse Filter Aggregate with a 12-inch (minimum) overlap between the edges.
6. Place Select Granular Material compacted to 100% Modified Proctor between the Subsurface Drainage System and soils it is intended to drain in order to provide a hydraulic connection.

3.07 UTILITY ADJUSTMENTS

- A. Coordinate Work with existing or proposed utility surface features such as manhole and inlet rims, and valve boxes. Make adjustments, up or down, to these features so that finish grade of paving Work is flush with top of these features and to provide positive drainage of pavement. Make all adjustments prior to performing paving Work.
- B. Notify Owner of discrepancies immediately and prior to performing Work.
- C. Manole rings: 1" thick increments.

3.08 AGGREGATE BASE

- A. Thickness for new paving: 6" or 12" as directed by the Owner or determine based on MAPA Asphalt Design Guide. The guide may be obtained by calling MAPA at 651-636-4666 or on the internet at: http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide_web.pdf.
- B. Place in maximum 4-inch loose lifts and compact to 100% Modified Proctor density (ASTM D1557).
- C. Extend aggregate base course a minimum of 1 foot beyond outside edge of new pavement and curb.

3.09 HMA PAVING

- A. Thickness for new paving: As directed by the Owner or determine based on MAPA Asphalt Design Guide. The guide may be obtained by calling MAPA at 651-636-4666 or on the internet at: http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide_web.pdf. The thickness of patch repairs and leveling is specified in the "HMA Patching" and "Leveling Courses" articles herein, respectively.

- B. Place the bituminous pavement in accordance with MnDOT standard specification section 2360.
- C. Provide a tack coat between lifts as specified herein.
- D. Maximum lifts: 4 inches for static steel-wheeled rollers, plate compactors, and tampers. 6 inches for pneumatic and vibratory rollers.
- E. Minimum lifts (non-overlays): 1.5 inches
- F. Compaction for New Paving: Compact to a minimum of 90% of the maximum theoretical densities (Rice test, ASTM D2401). Perform rolling as soon as the hot mix material can be compacted without displacement. Continue rolling with consecutive passes to achieve even and smooth finish without roller marks.
- G. Compaction for Patching, Leveling, and Overlaying: Compact according to MnDOT standard specification 2360 for the Ordinary Compaction Method until no further evidence of consolidation is evident.
- H. Small areas: For areas too small for a roller, compaction of bituminous pavement may be accomplished with vibrating plate compactor or hand tamper.

3.10 TACK COAT

- A. Perform Work according to MnDOT standard specification section 2357.

3.11 HMA CURBING

- A. Provide a tack coat at base of curb according to the "Tack Coat" article herein.
- B. Provide bituminous curbing in accordance with MnDOT standard specification 2535 and MnDOT standard plate 7065C.
- C. Backfill adjacent to back of curb as indicated in standard plate, if required by Owner.

3.12 CRACK SEALING

- A. Ideally, perform crack sealing in the early spring or late fall when temperatures are cool, and cracks are open.
- B. Preparation:
 1. Weed Removal: Remove excessive weed growth that may prevent attaining a quality product. An approved commercial herbicide may be used, if necessary, but remove weeds dead or alive, in either case.
 2. Clean and dry the crack by blowing out crack with a hot-air lance or compressed air.
 3. Soil Sterilant: Apply an approved soil sterilant to the entire length of the cracks to inhibit the future growth of weeds, if directed by the Owner.
 4. Backer Rod: If depth of crack is greater than 3/4 inch, install backer rod to conserve sealant. Set so that top of rod is 3/4 inch from top of crack.
- C. Application:
 1. Apply sealant in accordance with manufacturer's recommendations.
 2. Use double jacket melter to maintain proper temperature of the product during application.
 3. Insert sealant with an injection wand from bottom to the top of the crack to prevent air bubbles from forming and creating weak spots in the sealant.
 4. Strike off sealant with a squeegee to create overband.
- D. Protection (concession):
 1. If traffic protections are removed prior to the sealant being fully cured, lightly cover the sealant with fine sand, tissue paper, or liquid sealant barrier material (such as Glenzoil or equivalent) to protect the sealant against pick-up by tires. The determination of the type of sealant protection shall be with Owner agreement.

- E. Crack sealing as specified herein is intended for cracks up to 1/2 inch in width. For cracks greater than this width, remove pavement to within 1 foot on each side of the crack and patch according to the "Patching" article herein.

3.13 PAVEMENT SEALING

A. Preparation:

1. Verify that pavement repairs (e.g., crack sealing, patching, leveling), if any, have been completed prior to mobilizing to do the Work. Notify Owner of any discrepancies in a timely manner prior to beginning Work.
2. Ideally, perform sealing in the summer when temperatures are warm or hot.
3. Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
4. Protect existing improvements (e.g., buildings, walks, curbs), overhanging trees, and plant life from heat damage by movable shielding or building paper. Restore damaged areas resulting from Contractor operations to preexisting or better condition at no cost to the Owner.
5. Protect utility structure lids and castings (e.g., manholes, inlets, valve boxes).

B. Application:

1. Fog Seal: Perform Work according to MnDOT standard specification 2355.
2. Seal Coat: Perform Work according to MnDOT standard specification 2356.
3. Apply coating material in a thin, uniform coating that is absorbed into the existing surface to produce a smooth, unblemished appearance.
4. Avoid excess application which may result in decreased skid resistance and pick-up on shoes or tires. Avoid too light an application which will not seal the small cracks (e.g., up to 1/8 inch).

3.14 HMA PATCHING

A. Preparation:

1. Remove damaged pavement according to the "Removal of Existing Pavements" article herein.
2. Remove substandard subgrade soils, inspect and prepare subgrade according to the "Subgrade Preparation" article herein.
3. Clean and dry bituminous edge and base of hole.

B. Application:

1. Tack coat: Apply a light application of bituminous Tack Coat to the sides of the existing bituminous pavement as specified in MnDOT standard specification 2360 and 2357.
2. HMA:
 - a. Use HMA as specified in the "HMA" article herein.
 - b. Place HMA according to the "HMA Paving" article herein.
 - c. Minimum total thickness: 4 inches or to match the thickness of the existing pavement, whichever is greater.
 - d. Maximum total thickness: 12 inches. Place this maximum thickness if subgrade soils require removal to this depth or deeper.
 - e. Small Areas:
 - 1) For small areas that do not allow the use of pavers to lay the HMA, shovel the HMA directly from the truck into the prepared excavation.
 - f. Lay and roll HMA while hot starting against the edges first. Deposit carefully to ensure a dense and homogenous cross section.
 - g. Level each lift of patch and spread with rakes, lutes or shovels to achieve uniform placement of homogenous material. Do not rake excessively to cause small materials to settle to bottom, leaving coarse materials on top. In no case should coarse material be left at the edges.
 - h. Lute or shovel loose mixture so that it aligns with the vertical edges of the patch.
 - i. Compact patch using a conventional power steel wheeled vibratory roller for large areas, or vibratory-plate compactor for small areas.
 - j. For final lift, compact by overlapping the first pass and return of the vibratory roller or plate compactor no more than 6 inches on to the patch on one side. Then move to opposite side and repeat the process. Next proceed at right angles to the compacted edges with each pass and return overlapping a few inches on to the encompassed mix. If there is a slope, compact from the low side to the high side to minimize shoving of the mix.
 - k. Finish patch to 1/8" to 1/4" higher than the surrounding pavement.

C. Cold Mix Patching (concession):

1. Temporary patching needed during cold weather when asphalt plants are not operational may be performed using cold mix substituted for HMA.
2. For this temporary repair, removal of damaged pavement is only required as necessary to facilitate cold mix application to achieve a smooth, firmly established driving surface.
3. Apply in maximum lifts of 2 inches, thoroughly compacted.

3.15 LEVELING COURSES

- A. Preparation: Clean and dry areas of the existing bituminous pavement surface that exhibit obvious sags and depressions, or as delineated by Owner, in order to restore proper line and grade. Reference the "Establishment of Grade" article herein for finish grade instructions.
- B. Application:
 1. Provide a tack coat at base of the leveling area according to the "Tack Coat" article herein.
 2. Use HMA as specified in the "HMA" article herein.
 3. Place HMA according to the "HMA Paving" article herein.
 4. Lay and roll HMA while hot. Deposit carefully to ensure a dense and homogenous cross section.
 5. Level each lift and spread with rakes, lutes or shovels to achieve uniform placement of homogenous material. Do not rake excessively to cause small materials to settle to bottom, leaving coarse materials on top. In no case should coarse material be left at the edges.
 6. Compact using a conventional power steel wheeled vibratory roller for large areas, or vibratory-plate compactor for small areas.
 7. For multiple lifts, place the first leveling course at the base of the sag or depression. Place subsequent lifts to overlap each preceding lift. Place the final (top) lift so that the edges overlap the preceding lift and tapers smoothly into existing pavement without awkward or abrupt grade transition. Remove Work for which leveling courses do not overlap and redo at no cost to the Owner.
 8. Leveling by removal of pavement may be allowed as specified in the "Overlying" article herein.

3.16 OVERLAYING

- A. Preparation
 1. Verify that proposed overlay surfaces and adjacent undisturbed areas will drain properly without puddling for the new Work, and that pavement repairs (e.g., crack sealing, patching, leveling), if any, have been completed prior to mobilizing to do the Work. Do not perform overlaying over crack sealants less than 6 months old. Ideally, crack sealants should cure for 12 months. Notify Owner of any discrepancies in a timely manner prior to beginning Work.
 2. Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
 3. Protect existing improvements (e.g., buildings, walks, curbs), overhanging trees, and plant life from heat damage by movable shielding or building paper. Restore damaged areas resulting from Contractor operations to preexisting or better condition at no cost to the Owner.
 4. Protect utility structure lids and castings (e.g., manholes, inlets, valve boxes).
- B. Minimum Clearances and Edge Treatment
 1. Where maintenance of a minimum clearance and/or the matching of an existing elevation are necessary, mill existing surface to the depth of the overlay thickness.
 2. Where overlay areas abut pavements (e.g., walks, concrete gutter), taper edges of pavement to be overlaid by milling so that pavements will be flush and will drain positively.
 3. Provide a smooth finish surface free of awkward or abrupt grade transitions.
 4. Do not disfigure adjacent Work.
 5. Discard millings off the limits of the site.
 6. For overlays which will not abut pavements, milling is not required. Instead, taper the overlay edge to minimize disintegration of the edge due to wear.
- C. Application of New Bituminous Wear Course
 1. Apply tack coat to non-milled areas according to "Tack Coat" article herein.
 2. Place HMA in temperatures of 50 degrees F or greater.
 3. Apply HMA according to "HMA Paving" article herein using a paver.
 4. Roll immediately after placement to achieve required density.

3.17 PLACING CONCRETE

- A. Thicknesses for New Paving

1. Walks: 4" minimum, or as directed by Owner
2. Other: As directed by Owner.

B. Reinforcing

1. Need for reinforcing as determined by Owner.
2. Layout and orientation
 - a. General pavements: 12" spacing each way. 2" minimum from edges of pavement, 3" minimum below pavement surface.
 - b. Aprons, curbs: Reinforcing for aprons and curbs as per applicable standard details.

C. Coordinate installation of snow melting components, if applicable.

D. Place concrete in accordance with ACI 304R.

E. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

F. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

G. Apply surface retarder to all exposed surfaces in accordance with manufacturer's instructions.

3.18 CONCRETE FINISHING

A. Paving and Patching: Light broom, texture perpendicular to pavement direction.

B. Median Barrier: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4-inch radius.

C. Curbs and Gutters: Light broom, texture parallel to pavement direction.

D. Inclined Ramps: Pedestrian - Exposed aggregate finish. Vehicular - Broomed finish perpendicular to slope.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.19 CURB AND GUTTER

A. Insurmountable curb and gutter: Reference MnDOT standard plate number 7100 H for B612, B618, and B624 designs. This standard plate is updated at <https://www.dot.state.mn.us/design/design-standards/standard-plates.html>.

B. Surmountable curb and gutter: Reference MnDOT standard plate number 7102J for D412, D418, and D424 designs. This standard plate is updated at <https://www.dot.state.mn.us/design/design-standards/standard-plates.html>.

3.18 PATCHING

A. Preparation:

1. Remove damaged pavement according to the "Pavement Removal" article herein.
2. Remove substandard subgrade soils, inspect and prepare subgrade according to the "Subgrade Preparation and Earthwork" article herein.
3. Clean edge and base of patch area.

B. Minimum total thickness: 4 inches or to match the thickness of the existing pavement, whichever is greater.

C. Maximum total thickness: 12 inches. Place this maximum thickness if subgrade soils require removal to this depth or deeper.

D. Finish patch to match the surrounding pavement.

3.18 TOLERANCES

A. Finish Grade Uniformity: Maximum variation of 1/4 inch measured with 10-foot straight edge.

B. Variation from Plan Elevation (if applicable): Within 1/2 inch.

3.18 TESTS AND INSPECTIONS (OWNER OPTION)

- A. At the Owner's option, the following tests and inspections will be required as part of a quality control program. The Contractor will retain the testing agency and perform the quality control testing and inspection.
 - 1. In the presence of the testing agency, proofroll the compacted subgrade to determine soft areas and areas of excessive deflection which require removal.
 - 2. Mechanical analysis and classification (ASTM C136 and D2487), or Atterberg limits analysis (ASTM D4318) in the case of cohesive soils: Provide one representative test of the subgrade soils, and for each type of fill from a given source.
 - 3. Modified Proctor analysis (ASTM D1557): Provide one representative test of each type of soil for which density testing is required.
 - 4. Density test (ASTM D1556): Provide one representative test for subgrade and for each lift of fill soil.
 - 5. Thickness and field density of bituminous pavement cores (ASTM D2726) (ASTM D1188, if applicable). Provide two tests by core sample.
 - 6. If tests indicate Work does not meet specified requirements, remove work, replace and retest.
 - 7. Check evenness and grade tolerances using 10-foot straightedge or stringline for patch repairs and potential problematic areas evidenced by visual inspection.
- B. In addition to quality control, the Owner may at his option, perform tests and inspections as part of a quality assurance program independent of Contractor testing and inspection.
- C. If required by the Owner, provide certification that material furnished is in accordance with the contract.

3.19 CLEANUP & DISPOSAL

- A. Cleanup: Thoroughly police and rake the site and adjacent areas as required to provide neat clean surfaces. Restore areas disturbed by construction operations to original or better condition.
- B. Disposal: Remove excess materials from the site. Recycle appropriate excess materials to the maximum extent practicable and as specified herein.

3.20 MnDOT MODIFICATIONS

- A. General modifications to MnDOT specifications are described in this article. Specific modifications are specified elsewhere in this specification.
- B. Department is equivalent to the Owner.
- C. An Engineer may or may not be retained by the Owner.
- D. Sampling and testing as specified herein. Acceptance schedules are not part of this specification.
- E. Growth curves and nuclear density testing is not required.
- F. Method of measurements and basis of payment as specified herein.

REVISIONS.

9.30.2025 T&D LLC., dba: NorthStar Contracting removed from Contract Release due to non-responsiveness.



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 5J

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Consent

TITLE

Proclamation Of Fair Housing Month And Community Development Week

PURPOSE/ACTION REQUESTED

Proclaim the month of April 2026 as Fair Housing Month and April 4-10, 2026, as Community Development Week in recognition of the Dakota County Community Development Agency (CDA)'s commitment to fair housing practices, community development work, and the Community Development Block Grant (CDBG) program.

SUMMARY

The month of April is nationally recognized as Fair Housing Month and the week of April 4-10, 2026, has been designated as National Community Development Week.

Fair Housing Month commemorates the passage of the Fair Housing Act of 1968, which prohibits discrimination in housing based on race, color, national origin, religion, sex, familial status, and disability. Fair Housing Month is intended to bring awareness to fair housing rights and reaffirming dedication to upholding the laws and principles of the Fair Housing Act of 1968.

CDA staff proactively comply with the Fair Housing Act of 1968 and other civil rights laws to ensure that all people have equal access to housing. For example, CDA staff participate in the Fair Housing Implementation Council, a regional body that meets regularly to discuss fair housing issues, completes an Analysis of Implements for fair housing in the Twin Cities metro area, and funds fair housing activities through local non-profits. Additionally, the CDA distributes fair housing information to Housing Choice Voucher recipients and through our housing counseling services. Each April, the CDA publishes Fair Housing Month ads in local newspapers to spread awareness. Fair housing information is also available on the CDA website.

National Community Development Week occurs during the week of April 4-10, 2026, to bring attention to the CDBG program and its significance for communities across the United States. The week is used to educate lawmakers from every level of government about the CDBG program and to highlight success stories of the program.

The CDBG program provides communities across the country with direct annual allocations of grant funds to assist low- and moderate-income people through community development programs and projects. The CDA administers the CDBG program on behalf of Dakota County and receives an average annual allocation of \$1.5 – \$2 million dollars. Highlights of Dakota County's CDBG program include a robust home rehabilitation loan program serving approximately 60 - 70 households every program year, public services for youth and seniors, accessibility improvements to public facilities, planning projects for Dakota County's small cities and townships, and well sealing and septic repair through Dakota County Environmental Services.

RECOMMENDATION

Staff recommends proclamation of Fair Housing Month for the month of April and of Community Development Week for April 4-10, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

- None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, the week of April 4-10, 2026, has been designated as National Community Development Week to celebrate the Community Development Block Grant (CDBG) program; and

WHEREAS, the Dakota County Community Development Agency (CDA) administers the CDBG program on behalf of Dakota County; and

WHEREAS, the Dakota County CDBG program annually supports approximately 2,000 low- and moderate-income households in Dakota County by providing home rehabilitation loans, public services, public facility improvements, neighborhood revitalization, and other activities; and

WHEREAS, the month of April has been designated National Fair Housing Month to commemorate the passage of the Fair Housing Act of 1968 and to bring awareness to fair housing rights for protected classes and eliminating discrimination based on race, color, national origin, religion, sex, familial status, and disability; and

WHEREAS, the CDA remains committed to upholding and bringing awareness to fair housing rights under the Fair Housing Act of 1968 in Dakota County,

NOW, THEREFORE BE IT PROCLAIMED by the Dakota County Community Development Agency Board of Commissioners, That the month of April 2026 is Fair Housing Month and the week of April 4-10, 2026 is Community Development Week.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

N/A

CONTACT

Department Head: Lisa Alfson, Director of Community and Economic Development
Author: Emily Anderson, Community Development Coordinator



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 6A

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

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

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 \$18,019,000 of CDA issued 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 public hearing was opened and continued at the December 16, 2025 CDA Board meeting and again continued at the February 17, 2026 meeting. The developer has requested that the public hearing be continued to April 21, 2026 to allow more time for due diligence for the financing for the project.

RECOMMENDATION

Staff recommends the Board continue the public hearing to receive comments on the Housing Finance program and the issuance of multifamily housing revenue note for the Project until April 21, 2026 at 3:00 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 was published, Reuter Walton Development, LLC requested to continue to public hearing until April 21, 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 April 21, 2026 Dakota County CDA Board meeting.

PREVIOUS BOARD ACTION

25-7029; 11/18/2025

25-7047; 12/16/2025

26-7074; 2/17/2026

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: March 24, 2026

Agenda #: 6B

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

Conduct A Public Hearing For The Issuance Of Multifamily Housing Revenue Bonds, Adopt The Housing Finance Program And Approve Financing (Multifamily Housing Revenue Bonds, 4% Housing Tax Credits, LAHA Loan And Pooled TIF Loan) For The Valley Station Apartments (Apple Valley); And Approve And Authorize Execution Of Related Documents

PURPOSE/ACTION REQUESTED

- Conduct and close a public hearing for the issuance of Multifamily Housing Revenue Bonds;
- Adopt the Housing Finance Program related to the Multifamily Housing Revenue Bonds;
- Authorize the issuance of Multifamily Housing Revenue Bonds, the allocation of the 4% Low Income Housing Tax Credits, LAHA Loan and Pooled TIF Loan; and
- Authorize and approve the execution of related documents.

SUMMARY

The Dakota County Community Development Agency (CDA) received applications from Real Estate Equities, the managing general partner of the Apply Valley AH I, LLLP, a Minnesota limited liability limited partnership (the "Owner"), requesting financing to assist with the acquisition, construction and equipping of a 144-unit Valley Station Apartments affordable multifamily residential rental building located at 15584 Gaslight Drive in Apple Valley (the "Project"). All of the 35 one-bedroom, 67 two-bedroom and 42 three-bedroom units will be income and rent restricted to residents earning between 50% and 70% of the area median income (AMI). The Project will be a five story building including one level of underground parking and include an exercise facility, community room, clubhouse, on-site management offices, outdoor patio, dog run, and outside play area. A site map with a project summary is included in Attachment A.

Total development costs are expected to be \$54.5 million. The CDA expects to issue an amount not to exceed \$45,000,000 of multifamily housing revenue notes or bonds in one or more series (the "Bonds") and loan the proceeds thereof to the Owner. A portion of the Bonds (\$28,400,000) will be tax-exempt sourced from CDA private activity bond carryforward; another portion will be recycled bonding authority from conduit housing revenue obligations previously issued by the City of Brooklyn Park, Minnesota; and the remainder will be taxable bonds. The private activity tax-exempt bond carryforward activate the "automatic" 4% Low Income Housing Tax Credits (the "Tax Credits"), which will be suballocated by the CDA. To help close the remaining financing gap, the CDA will provide a \$2 million Pooled Tax Increment Financing (TIF) Loan from TIF reserves collected from past Apple Valley TIF projects and the City of Apple Valley will provide \$1.25 million of their State Local Affordable Housing Aid (LAHA) funds for the Project.

The City of Apple Valley and the CDA have entered into a Joint Powers Agreement allowing the CDA to administer some of the Apple Valley's LAHA funds. On March 12, 2026, the Apple Valley City

Council approved a transfer of \$764,230.98 of 2025 LAHA funds and \$485,769.02 of 2026 LAHA funds to the CDA, who will then loan the \$1.25 million of LAHA funds to the Borrower for the Project.

The CDA is a suballocator of Tax Credits and is authorized to allocate Tax Credits within Dakota County. Real Estate Equities has submitted the 4% Tax Credit application, staff has reviewed the application and determined the application is complete and meets the Tax Credit requirements included in the Dakota County CDA's 2026 Qualified Allocation Plan and Procedural Manual.

Minnesota Statutes, Chapter 462C (the Act) requires that the Dakota County CDA adopt a Housing Finance Program relating to the Bonds and Section 147(f) of the Internal Revenue Code of 1986 (the Code), as amended, requires the Dakota County CDA to hold a public hearing prior to the issuance of the Bonds. The public hearing is intended to satisfy both of these requirements. The public notice of the hearing was published in the Star Tribune (Attachment B).

RECOMMENDATION

Staff recommends the Board adopt the Housing Finance Program related to the Bonds; authorize the issuance of the Bonds; make certain findings that the finance project conforms to the Dakota County CDA's Qualified Allocation Plan for low income housing tax credits; approve and authorize the Pooled TIF Loan; authorize the LAHA Loan; and authorize the execution and delivery of related documents for the foregoing.

EXPLANATION OF FISCAL/FTE IMPACTS

The Bonds will be a special limited obligation of the CDA payable solely from Project revenues and other amounts pledged by the Owner under the Bond documents. No holder of the Bonds will ever have the right to compel the exercise of any taxing power of the CDA to pay the Bonds, or the interest thereon, or to enforce payment against any property of the CDA other than the CDA's interest in the Project.

The Tax Reform Act of 1986 created the Housing Tax Credit Program as a means of raising private capital to finance affordable rental housing and the CDA is authorized under Minnesota Statutes Section 462A.222 to allocate tax credits for eligible projects in Dakota County. The tax credit is a 10-year annual reduction in the tax liability of investors in affordable housing and does not require any commitment of CDA funds. The investor, typically a private corporation, makes an initial equity contribution to the development to receive the annual tax credit.

There are sufficient TIF reserves from TIF District 11 to loan up to \$2 million to the project.

The City of Apple Valley will transfer \$1.25 million of their 2025 and 2026 LAHA funds to the CDA who will then loan the funds to the project.

The Borrower will pay fees to the CDA at financing closing and throughout the process to cover costs in processing these requests and administering the programs.

- None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (the "Dakota County CDA") is authorized by the laws of the State of Minnesota, particularly Minnesota Statutes, Chapters 462C and 474A, as amended (the "Act"), to issue its revenue obligations to finance multifamily rental housing

developments pursuant to housing finance programs adopted by the Dakota County CDA and to enter into any agreements in connection therewith; and

WHEREAS, the Dakota County CDA proposes to finance the construction and equipping of a multifamily rental housing development consisting of 144 units and certain functionally related improvements thereto, designed for occupancy by low and moderate income households to be located at 15522 and 15584 Gaslight Drive in the City of Apple Valley, Minnesota (the "Project"), through (i) the issuance of the Dakota County CDA's Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Series 2026A (the "Series 2026A Bonds"), Taxable Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Series 2026B (the "Series 2026B Bonds"), and Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Subordinate Series 2026C (the "Series 2026C Bonds," and with the Series 2026A Bonds and the Series 2026B Bonds, collectively the "Bonds"), (ii) by making a Local Affordable Housing Aid (LAHA) Loan in an amount up to \$1,250,000 (the "LAHA Loan") to the Borrower, and (iii) by making a pooled TIF Loan in the amount up to \$2,000,000 (the "Pooled TIF Loan"); and

WHEREAS, the aggregate principal amount of the Bonds will not exceed \$45,000,000; and

WHEREAS, the Project will be owned by Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"); and

WHEREAS, the Bonds will be issued pursuant to a Trust Indenture (the "Indenture") between the Dakota County CDA and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and

WHEREAS, proceeds of the Bonds will be loaned to the Borrower pursuant to the terms of a Loan Agreement between the Dakota County CDA and the Borrower (the "Loan Agreement"); and

WHEREAS, pursuant to the Act, the Dakota County CDA has developed a Multifamily Housing Financing Program in the form attached hereto as Exhibit A (the "Program") providing for the issuance of the Bonds and has submitted the program to the Metropolitan Council as required by law; and

WHEREAS, on the date hereof, the Dakota County CDA held a public hearing, following publication of notice as required by law, regarding the adoption of the Program and the issuance of the Bonds; and

WHEREAS, the Borrower has applied to the Dakota County CDA for an allocation of "automatic" four percent low-income housing tax credits for the Project (the "Tax Credit Application"); and

WHEREAS, the Dakota County CDA may use a portion of its carryforward volume cap allocation in the amount of not to exceed \$28,400,000 to issue the Bonds (the "New Allocation Amount");

WHEREAS, the Borrower determined that it needed to obtain additional tax-exempt financing for the Project. Section 146(i)(6) of the Internal Revenue Code of 1986, as amended (the "Code") permits the reuse or recycling of bonding authority for affordable housing projects and treats such reuse as a refunding for tax purposes if: (i) the "refunding" occurs within four (4) years after the original bonds were issued; (ii) the "refunding" bonds are issued within six (6) months after the principal payment of the original bonds; and (iii) the "refunding" bonds mature within thirty-four (34) years of the original issue date; and

WHEREAS, the Borrower has represented to the Dakota County CDA that a portion of tax-exempt Bonds to be issued in accordance with this resolution exceeding the New Allocation Amount (the "Recycled Portion") will meet the requirements of Section 146(i)(6) of the Code with respect to the reuse of bonding authority from the Multifamily Housing Revenue Bonds (Decatur Landing Apartments), Series 2023A (the "Original Bonds"), issued by the City of Brooklyn Park, Minnesota (the "Recycled Bond Issuer") on December 14, 2023 in the original aggregate principal amount of \$33,000,000, a portion of which the Borrower proposes that the Dakota County CDA reuse; and

WHEREAS, on March 23, 2026, in accordance with the requirements of Section 147(f) of the Code and following a duly noticed public hearing, the governing body of the Recycled Bond Issuer adopted a resolution consenting to and approving the issuance of the Bonds, including any temporary or interim financing to preserve the recycled bonding authority, by the Issuer to finance the Project, using, in part, recycled bonding authority from the Original Bonds, in accordance with Minnesota Statutes, Sections 471.59 and 471.656, as amended (the "Joint Powers Act"), and Section 146(i)(6) of the Code, and approving the execution and delivery of a Joint Powers Agreement, dated on or after the date this resolution is approved (the "Joint Powers Agreement"), between the Recycled Bond Issuer and the Dakota County CDA, and acknowledged and accepted by the Borrower; and

WHEREAS, the Dakota County CDA has available funds from Tax Increment District No. 11 that can be used to assist with affordable housing developments that comply with Minnesota Statutes; and

WHEREAS, the City of Apple Valley has available LAHA funds that can be used to assist with affordable housing developments that comply with Minnesota Statutes and has agreed to transfer such available LAHA funds to the Dakota County CDA to administer a loan to the Borrower.

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

1. *Public Hearing.* That a public hearing has been conducted in accordance with law and closed.
2. *Program.* The Program is hereby adopted.
3. *Findings.* The Dakota County CDA hereby finds that the issuance, sale and delivery of the Bonds and the loan of the proceeds thereof to the Borrower to finance the Project in accordance with the Program, the Indenture and the Loan Agreement are consistent with the purposes of the Act. The Dakota County CDA further finds that it is in the best interest of the public health, safety and welfare that it make the LAHA Loan (defined herein) and the Pooled TIF Loan (defined herein) to the Borrower. The Dakota County CDA further finds that the Project and the Borrower's Tax Credit Application comply with the Dakota County CDA's 2026 Qualified Allocation Plan for low-income housing tax credits.
4. *Authorization of Issuance and Delivery of the Bonds.* In order to finance the Project, the Dakota County CDA hereby authorizes the issuance and delivery of the Bonds. The Bonds shall be dated, shall mature, shall bear interest, shall be subject to redemption prior to maturity, and shall be in such form and have such other details and provisions as are prescribed in the Indenture and the Loan Agreement in substantially the forms now on file with the Dakota County CDA, subject to such changes not inconsistent with applicable law that are approved by the Executive Director. The issuance and delivery of the Bonds shall be conclusive evidence that the Executive Director has approved all provisions of the Bonds as issued and any changes to the form of the Bonds on file with the Dakota County CDA on the

date hereof. The final terms of the Bonds will be determined by the Executive Director of the Dakota County CDA, with the aggregate principal amount of the Bonds expected not to exceed \$45,000,000.

5. *Special Obligations.* The Bonds shall be special limited obligations of the Dakota County CDA payable solely from the revenues generated by the Project. The Bonds do not constitute an indebtedness, liability, general or moral obligation (except to the extent of the assets pledged to the holder of the Bonds pursuant to the Indenture) or a pledge of the faith and credit or any taxing power of the Dakota County CDA, Dakota County, the State of Minnesota, or any political subdivision thereof.
6. *Applicable Elected Representative.* The members of the Board of Commissioners of the Dakota County CDA are the elected members of the Dakota County Board of Commissioners. Accordingly, approval of the issuance of the Bonds by the Board of Commissioners constitutes approval by the applicable elected representative of the Dakota County CDA, as required by Section 147(f) of the Code.
7. *Documents.* The following documents have been submitted to the Dakota County CDA for approval:
 - a. the Indenture;
 - b. the Loan Agreement;
 - c. a Regulatory Agreement among the Dakota County CDA, the Trustee and the Borrower;
 - d. the Bonds;
 - e. a Bond Purchase Agreement among the Dakota County CDA, the Borrower and Colliers Securities LLC (the "Underwriter") related to the Bonds; and
 - f. the Joint Powers Agreement.

The foregoing documents to be executed by the Dakota County CDA are hereinafter referred to as the "Bond Documents."

8. *Authorization of LAHA Loan.* In order to provide additional funds to finance the Project, the Dakota County CDA hereby authorizes the LAHA Loan. The LAHA Loan shall be made on terms and pursuant to documents approved by the Executive Director (the "LAHA Documents") in accordance with the requirements of the State's Local Affordable Housing Aid program and the agreement with the City of Apple Valley to administer the LAHA funds.
9. *Approval of Pooled TIF Loan.* The Dakota County CDA hereby approves the Pooled TIF Loan for the construction of the Project, and further approves Dakota County CDA staff to prepare, execute and deliver all documentation necessary or convenient to provide for the commitment of the Pooled TIF Loan (the "Pooled TIF Loan Documents").
10. *Approval and Execution of Documents.* The Executive Director of the Dakota County CDA, or in his absence, the Deputy Executive Director or any member of the Board of Commissioners of the Dakota County CDA (the "CDA Official"), is hereby authorized and directed to enter into, execute, and deliver the Bond Documents, the LAHA Documents and the Pooled TIF Loan Documents (together, the "Documents"), together with any other documents necessary or convenient in connection with the issuance of the Bonds, and is hereby authorized and directed to execute and deliver the Bonds in accordance with the terms of the Indenture and the Loan Agreement. The Documents shall be substantially in the form now on file with the

Dakota County CDA, with such necessary and appropriate variations, omissions, and insertions as do not materially change the substance thereof, or as the Executive Director, in his discretion, shall determine, and the execution and delivery thereof by the CDA Official shall be conclusive evidence of such determination.

The Indenture, the Loan Agreement and the Bonds shall provide the forms and conditions, covenants, rights, obligations, duties, and agreements of the holder of the Bonds and the Dakota County CDA, as set forth therein.

All the provisions of the Documents, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

11. *Offering Documents.* The Dakota County CDA hereby consents to the preparation and distribution by the Borrower and the Underwriter of an offering document relating to the Bonds.
12. *Additional Certificates, Instruments and Documents.* The CDA Official is hereby authorized to execute and deliver, on behalf of the Dakota County CDA, such other certificates, instruments, and other documents as are necessary, customary, or appropriate in connection with the issuance, sale, and delivery of the Bonds, or are necessary to establish the validity or enforceability of the Bonds, or are required by bond counsel to establish the validity or enforceability of the Bonds or the exclusion from gross income of interest on the Bonds for purposes of federal and State of Minnesota income taxation.
13. *Volume Cap.* The Bonds will require volume cap. The Dakota County CDA has 2024 and 2025 carryforward allocation in the amount of \$ \$44,419,798 available for qualified residential rental projects, up to \$28,400,000 of which will be used to issue a portion of the tax-exempt Bonds. The remaining tax-exempt Bonds will be issued using reused bonding allocation of Brooklyn Park, as permitted by Section 146(i)(6) of the Code.
14. *42(m) Letters.* The Executive Director is authorized and directed to execute and deliver to the Borrower, on behalf of the Dakota County CDA, a letter or letters required by Sections 42(m)(1)(D) or 42(m)(2)(D) of the Internal Revenue Code of 1986, as amended, and to take such other actions as may be necessary or convenient in connection with the allocation to the Project by the Dakota County CDA of "automatic" four percent tax credits.
15. *Limited Liability.* All covenants, stipulations, obligations, and agreements of the Dakota County CDA contained in this resolution and the aforementioned certificates, instruments, and Documents shall be deemed to be the covenants, stipulations, obligations, and agreements of the Dakota County CDA to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, and agreements shall be binding upon the Dakota County CDA. No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned certificates, instruments, or Documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board of Commissioners of the Dakota County CDA, or any officer, agent, or employee of the Dakota County CDA in that person's individual capacity, and neither the Board of Commissioners of the Dakota County CDA nor any officer or employee executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

No provision, covenant, or agreement contained in the aforementioned certificates, instruments, or Documents, or in the Bonds, or in any other document related to the Bonds, and no obligation therein or herein imposed upon the Dakota County CDA or the breach thereof, shall constitute or give rise to any pecuniary liability of the Dakota County CDA or any charge upon its general credit or taxing powers. The Bonds shall never constitute indebtedness of the Dakota County CDA within the meaning of any provision or limitation of the Minnesota Constitution or statutes and shall not constitute or give rise to any pecuniary liability of the Dakota County CDA or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the Dakota County CDA has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreements and which are to be applied to the payment of the Bonds, as provided therein.

16. *Third Parties.* Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the Dakota County CDA or any owner of the Bonds issued under the provisions of this resolution any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provision hereof, this resolution, the aforementioned documents, and all of their provisions being intended to be and being for the sole and exclusive benefit of the Dakota County CDA and any owner from time to time of the Bonds issued under the provisions of this resolution.
17. *Invalid Provisions.* In case any one or more of the provisions of this resolution or any of the Documents shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution or of the Documents, but this resolution and the Documents shall be construed and endorsed as if such illegal or invalid provision had not been contained therein.
18. *Bond Recital.* The Bonds, when executed and delivered, shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of the issuance thereof and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Bonds, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to and in the enactment of this resolution, and precedent to issuance of the Bonds, and precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.
19. *CDA Official.* The CDA Official is hereby authorized to do all acts and things required of him or her by or in connection with this resolution, the aforementioned certificates, instruments, or Documents, and the Bonds for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Bonds, the aforementioned certificates, instruments, and Documents, and this resolution. If any person whose signature appears on any of the foregoing certificates, instruments, or Documents shall cease to be a CDA Official before the date of issuance of the Bonds, such signature shall, nevertheless, be valid and sufficient for all purposes.

20. *Future Amendments.* The authority to approve, execute and deliver future amendments to the Documents relating to the Bonds is hereby delegated to the Executive Director, subject to the following conditions: (a) the holder of the Bonds has consented to such amendment (if such Bondholder consent is required); (b) such amendments do not materially adversely affect the interests of the Dakota County CDA; (c) such amendments do not contravene or violate any policy of the Dakota County CDA; (d) such amendments are acceptable in form and substance to bond counsel or other counsel retained by the Dakota County CDA to review such amendments; and (e) the Dakota County CDA has received an opinion of bond counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on the Bonds. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the Executive Director shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof.

EXHIBIT A

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

MULTIFAMILY HOUSING FINANCE PROGRAM

Pursuant to Minnesota Statutes, Chapters 462C and 474A (together, the “Act”), the Dakota County Community Development Agency (the “CDA”) is authorized to undertake multifamily housing development projects and to issue its revenue bonds to finance such projects.

Minnesota Statutes, Section 462C.03, requires the adoption of a housing program following a public hearing prior to the issuance of conduit revenue bonds or other obligations under Section 462C.

Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), has requested that the CDA adopt this Multifamily Housing Finance Program (the “Program”) in connection with the issuance by the CDA of its multifamily housing revenue bonds or notes in one or more series of tax-exempt and/or taxable obligations (the “Bonds”) to finance the acquisition, construction and equipping of an approximately 144-unit rental housing facility and certain functionally related improvements thereto, designed for occupancy by low and moderate income households to be located at 15584 Gaslight Drive in the City of Apple Valley, Minnesota (the “Project”), and to be owned and operated by the Borrower.

The Project will be acquired and constructed in accordance with the requirements of Subdivisions 1 and 2 of Section 462C.05 of the Act.

The CDA has determined that undertaking the Project furthers the CDA’s local and regional housing policies and is in the best interest of the public health, safety and welfare of the people of Dakota County.

Section A. Program For Financing the Project. The CDA is establishing this Program to provide financing for acquisition and construction of the Project at such costs and upon such other terms and conditions as may be determined by the CDA in accordance with the Act. The proceeds of

the Bonds and certain equity generated by low-income housing tax credits will be applied by the Borrower to finance the acquisition, construction and equipping of the Project and to pay the costs of issuing the Bonds.

Section B. Local Contributions To The Program. The Borrower expects to pay certain administrative costs of the Program from Bond proceeds and revenues generated by the Project. The Bonds will be secured by a pledge of specific revenues described in the indenture pursuant to which the Bonds will be issued. The CDA will not make any contribution to the cost of the Project. The CDA will not hire additional staff for the administration of this Program.

Section C. Standards and Requirements Relating to the Financing of the Project Pursuant to the Program. The following standards and requirements shall apply with respect to the operation of the Project by the Borrower:

(1) Substantially all of the proceeds of the sale of the Bonds will be applied to the acquisition, construction and equipping of the Project and payment of costs of issuance. The proceeds will be made available to the Borrower pursuant to the terms of the Bond offering, which will include certain covenants to be made by the Borrower to the CDA regarding the use of proceeds and the character and use of the Project.

(2) The Borrower, and any subsequent owner of the Project, will not arbitrarily reject an application from a proposed tenant because of race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance or disability.

(3) Pursuant to Section 142(d) of the Internal Revenue Code of 1986, as amended, either 20% or more of the units in the Project shall be occupied by persons at 50% or less of the area median income or 40% or more of the units in the Project shall be occupied by persons at 60% or less of the area median income. Pursuant to Minnesota Statutes, Section 474A.047, Subd. 1, the maximum rent for at least 20% of the units in the Project will not exceed the area fair market rents or exception fair market rents for existing housing, if applicable, established by HUD.

(4) Pursuant to Section 462C.05, Subd. 2 of the Act, at least 20 percent of units in the Project will be occupied by persons at 80 percent or less of the area median income.

Section D. Issuance of Bonds. To finance the Project pursuant to this Program, the CDA expects to issue the Bonds in one or more series of tax-exempt and/or taxable obligations in an aggregate principal amount not exceeding \$45,000,000. It is anticipated that the Bonds issued under this Program will have a final maturity of twenty (20) years or less. The Bonds will be priced to the market at the time of issuance.

The cost of the Project may change between the date of preparation of this Program and the date of issuance of Bonds for the Project.

Section E. Severability. The provisions of this Program are severable and if any of its provisions, sentences, clauses or paragraphs shall be held unconstitutional, contrary to statute, exceeding the authority of the CDA or otherwise illegal or inoperative by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

Section F. Amendment. The CDA shall not amend this Program, while Bonds authorized hereby are outstanding, to the detriment of the holders of such Bonds.

Section G. Volume Cap. The Bonds will require volume cap. The Issuer has carryforward allocation in the amount of \$44,419,798 available for qualified residential rental projects, a portion of which may be used to issue the Bonds. In addition, the Issuer will utilize reused bonding allocation of the City of Brooklyn Park, Minnesota, as permitted by Section 146(i)(6) of the Internal Revenue Code of 1986, as amended, as a portion of its authority to issue the Bonds.

PREVIOUS BOARD ACTION

26-7072; 2/17/26

ATTACHMENTS

Attachment A: Valley Station Apartments Project Summary

Attachment B: Affidavit of Publication

CONTACT

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

Author: Kathy Kugel, Housing Finance Manager

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

Attachment A. Valley Station Apartments Affordable Housing Project Summary

Located at 15584 Gaslight Drive, Apple Valley, MN 55124





Project Summary:

- A single five-story elevator building with one level of underground parking
- 144 units of general occupancy rental housing
 - 35 one-bedroom units (24% of all units)
 - 67 two-bedroom units (47% of all units)
 - 42 three-bedroom units (29% of all units)
- Community amenities include a community room, fitness center, indoor kid room, package room, on-site management office, secure building access, dog run, outdoor patio area and outside children’s play area.

Affordability Requirements:

	All Units	Rent & Income Limits (MTSP)	(2025) Max Gross Rents (MTSP)	Tax Credit Units	Tax Exempt Bond Units
Affordability				Min. 30 years	Min. 15 years
Number of units	144			144	
Percent of Total Units	100%			100%	Min 20% of units
Rent Limits					@< FMR
1-bedroom	35	60%	\$1,490	35	0
2-bedroom	12	50%	\$1,490	12	12
2-bedroom	43	60%	\$1,788	43	0
2-bedroom	12	70%	\$2,041	12	0
3-bedroom	13	50%	\$1,721	13	13
3-bedroom	16	60%	\$2,065	16	4
3-bedroom	13	70%	\$2,326	13	0

* AMI is Area Median Income; MTSP is Multifamily Tax Subsidy Projects; FMR is Fair Market Rents

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF DAKOTA) ss

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:

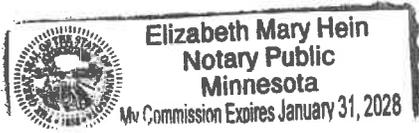
- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 03/13/2026 and the last insertion being on 03/13/2026.

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: [Signature]
Designated Agent

Subscribed and sworn to or affirmed before me on 03/13/2026.

[Signature]
Notary Public



Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
\$27.40 per column inch

Ad ID 1523307

NOTICE OF PUBLIC HEARING ON A HOUSING FINANCE PROGRAM

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that the Dakota County Community Development Agency (the "CDA") will meet on Tuesday, March 24, 2026, at or after 3:00 p.m. at 1228 Town Centre Drive, Eagan, Minnesota for the purpose of conducting a public hearing in accordance with Minnesota Statutes, Chapter 462C and Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the adoption of a housing finance program (the "Program") and a plan of finance, including the issuance of the Bonds described below. The Program provides for the issuance by the CDA of not to exceed \$45,000,000 of multifamily housing revenue bonds or notes in one or more series of tax-exempt and/or taxable obligations (the "Bonds"), the proceeds of which will be loaned to Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership (the "Owner"), to finance the acquisition, construction and equipping of an approximately 144-unit rental housing facility and certain functionally related improvements thereto, designed for occupancy by low and moderate income households (the "Project") located at 15584 Gaslight Drive in the City of Apple Valley, Minnesota.

The Bonds will be issued in an aggregate principal amount anticipated not to exceed \$45,000,000, and using, in part, recycled bonding authority from conduit housing revenue obligations previously issued by the City of Brooklyn Park, Minnesota ("Brooklyn Park"), as permitted by Section 146(i)(6) of the Internal Revenue Code of 1986, as amended. The Bonds shall be limited obligations of the CDA and the principal and interest thereon shall be payable solely from the revenues and proceeds pledged to the payment thereof. No holder of any such Bonds shall ever have the right to compel the exercise of any taxing power of the CDA or Brooklyn Park to pay the Bonds, or the interest thereon, nor to enforce payment against any property of the CDA or Brooklyn Park.

All persons interested can participate in one or both of the following ways:

- All persons interested may appear and be heard at the time and place set forth above.
- The public may comment in writing or via voicemail. Any comments and materials submitted by 9:00 am of the day of the meeting will be attached to the public record and available for review by the Board. Comments may be submitted to the Clerk of the Board via email at sjacobson@dakotacda.org or by voicemail at 651-675-4434.

BY ORDER OF THE BOARD OF COMMISSIONERS OF THE DAKO-

TA COUNTY COMMUNITY DEVELOPMENT AGENCY

By /s/ Tony Schertler
Executive Director

Published in the
Dakota County Tribune
March 13, 2026
1523307



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 6C

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

Establish A Date For A Public Hearing Regarding A Housing Finance Program And Issuance Of Housing Development Bonds Backed By The Full Faith And Credit Of Dakota County Pursuant To Minnesota Statutes, Section 469.034, Subd. 2

PURPOSE/ACTION REQUESTED

Establish a date for a public hearing.

SUMMARY

The Dakota County Community Development Agency (CDA) owns a site located on Cahill Avenue at the corner of Cheney Trail in Inver Grove Heights. The application for Crestview Pointe, a proposed 57-unit senior housing development (the "Project"), has been approved by the Inver Grove Heights City Council. This Project will be the first building in Phase IV of the Dakota County CDA Senior Housing Capital Improvement Plan (the "CIP"). The financing plan for Phase IV CIP developments includes the issuance of bonds.

The CDA proposes to finance the construction of the Project by issuing housing development bonds pursuant to the CDA's Common Bond Fund (the "Bonds"). The Bonds will be secured by revenues generated by the Project and by the CDA Special Benefit Levy, and secondarily by a pledge by the CDA of the full faith and credit of Dakota County. The CDA will request that Dakota County hold a public hearing and extend its general obligation pledge to these bonds on May 5, 2026.

Minnesota Statutes 469.001 through 469.047, require that the CDA hold a public hearing regarding (i) a housing finance program relating to the Bonds, and (ii) the pledge of the County's full faith and credit to the Bonds.

The purpose of this action is to set the date of the CDA's public hearing for April 21, 2026, at or after 3:00 p.m. The resolution will authorize the Executive Director to complete a notice (Attachment A).

RECOMMENDATION

Staff recommends setting the date of the CDA's public hearing for April 21, 2026 and to authorize the Executive Director to complete a notice.

EXPLANATION OF FISCAL/FTE IMPACTS

Under the Common Bond Fund, revenue from all housing buildings is dedicated to paying debt service on all outstanding bonds. The preliminary Senior Housing CIP for Phase IV includes a financial analysis of several scenarios demonstrating the projected revenues and CDA's special benefit levy are sufficient to make debt service payments on the proposed bonds. The proposed issuance assumes the continued use of the County's general obligation pledge to credit enhance the bonds, the approval for which will be sought from the County Board of Commissioners in early May.

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, pursuant to Minnesota Statutes, Sections 469.001 through 469.047 (the “Act”), and particularly Section 469.034, Subd. 2, the Dakota County Community Development Agency (the “CDA”) is authorized to issue its bonds for the purpose of financing the construction of qualified housing development projects, and with the consent of Dakota County (the “County”), to pledge the County's full faith and credit to such bonds; and

WHEREAS, the CDA proposes to undertake one “qualified housing development project” (as described in Minnesota Statutes, Section 469.034, Subd. 2(e)) providing housing for low and moderate income persons, within the County (the “Development”); and

WHEREAS, the CDA will request that the County pledge its full faith and credit to housing development revenue bonds of the CDA (the “Bonds”) to finance the construction of the Development; and

WHEREAS, the Act requires as a condition precedent to issuance of the Bonds that both the CDA and the County hold public hearings regarding the issuance of the Bonds; and

WHEREAS, pursuant to the Act, the CDA is required to adopt a housing finance program (the “Program”) with respect to the Development.

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

1. That a public hearing will be held by the Dakota County Community Development Agency (the “CDA”) on April 21, 2026 on or after 3:00 p.m. for the purpose of receiving comments regarding: (i) a housing finance program (the “Program”) providing for the issuance by the CDA of bonds (the “Bonds”) to finance a multifamily housing development to be located in Inver Grove Heights; and (ii) the pledge by the CDA of the full faith and credit of Dakota County (the “County”) to secure the Bonds pursuant to Minnesota Statutes, Section 469.034, Subd. 2 (the “Act”).
2. That the Executive Director or 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 fifteen (15) days prior to such hearing.
3. That the CDA requests the Board of Commissioners of the County to hold a public hearing and approve the pledge by the CDA of the County’s full faith and credit to the Bonds, in accordance with the Act.

PREVIOUS BOARD ACTION

25-7035; 11/18/25

26-7071; 2/17/26

ATTACHMENTS

Attachment A: Draft Public Hearing Notice

CONTACT

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

Author: Kathy Kugel, Housing Finance Manager

**NOTICE OF PUBLIC HEARING REGARDING A HOUSING FINANCE PROGRAM AND THE PLEDGE BY THE
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY OF THE FULL FAITH AND CREDIT OF DAKOTA
COUNTY TO BONDS ISSUED PURSUANT TO THE PROGRAM**

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that the Board of Directors of the Dakota County Community Development Agency (the “**CDA**”) will meet on Tuesday April 21, 2026 at or after 3:00 p.m. at its offices located at 1228 Town Centre Drive, Eagan, Minnesota, for the purpose of conducting a public hearing regarding:

- the adoption of a finance program (the “**Program**”), pursuant to Minnesota Statutes, Chapter 462C providing for the financing of a qualified housing development project to be constructed by the CDA in Inver Grove Heights, which will provide affordable rental housing (the “**Development**”);
- the issuance of not to exceed \$16,000,000 of housing development bonds by the CDA (the “**Bonds**”) pursuant to the Program; and
- the pledge by the CDA of the full faith and credit of Dakota County to secure the Bonds, pursuant to Section 469.034, subd. 2, as amended.

The Bonds shall be revenue obligations of the CDA secured by, and expected to be paid primarily from, revenues pledged to the payment thereof, and further secured by a pledge of the full faith and credit of Dakota County.

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

- All persons interested may appear and be heard at the time and place set forth above.
- The public may comment in writing or via voicemail. Any comments and materials submitted by 9:00 am of the day of the meeting will be attached to the public record and available for review by the Board. Comments may be submitted to the Clerk of the Board via email at sjacobson@dakotacda.org or by voicemail at 651-675-4434.
- If you wish to speak at the public hearing, please notify the Clerk to the Board via email at sjacobson@dakotacda.org. Emails must be received by 12:00 pm of the day of the meeting. Instructions on how to participate will be sent to anyone interested.

[Date of Publication]

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

By /s/ Tony Schertler
Executive Director



Board of Commissioners

Request for Board Action

Meeting Date: March 24, 2026

Agenda #: 6D

DEPARTMENT: Housing Development

FILE TYPE: Regular - Action

TITLE

Authorization To Execute A Construction Contract For Crestview Pointe Housing Development (Inver Grove Heights)

PURPOSE/ACTION REQUESTED

- Authorize Executive Director to execute a construction contract.
- Authorize change order authority for Deputy Executive Director.

SUMMARY

On March 3, 2026 at 2 p.m. a formal bid opening was held for the construction of Crestview Pointe housing development at the Dakota County CDA office.

A number of contractors picked up plans and bids were received from nine general contractors as shown in Attachment A: Bid Tabulation. CBS Construction Services, Inc. submitted the low bid of \$13,349,230 when Alternate #1 (ThermoTech -\$20,970) and Alternate #2 (TPO Roof -\$1,800) are accepted.

Crestview Pointe will be a 57-unit apartment building located on Cahill Avenue at the corner of Cheney Trail in Inver Grove Heights. The development will consist of 41 1-bedroom units and 16 2-bedroom units. It is anticipated that construction will take about 14 months with occupancy occurring mid-late summer 2027. Rents will be consistent with the CDA's flat rent structure which has current rental amounts of \$820 for a one-bedroom and \$1,004 for a two-bedroom. The development will have underground parking, a community room with kitchen, a club room, a fitness room, and a laundry room on each floor.

Crestview Pointe is the second senior housing development on this site and will be the CDA's fourth in Inver Grove Heights. Walmart is located across the street and there is a convenience store, coffee shop, license station, nail salon and food options within walking distance or a very short drive.

It is anticipated that the project would begin spring 2026 with occupancy estimated for summer 2027.

RECOMMENDATION

Staff recommends that the CDA Board authorize the Executive Director to enter into a construction contract with CBS Construction Services, Inc. in the amount of \$13,349,230; this includes accepting bid alternates #1 and #2.

In a project of this size, it is possible there may be a number of change orders that would result in minor changes in the project. To deal with these change orders efficiently to avoid delays in construction, it is recommended that the Deputy Executive Director be authorized to approve additional change orders up to \$667,462 (5% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACTS

Housing Development Bonds will be issued for this project. It is anticipated that the bond proceeds will be available late June 2026. The CDA will request an early start from DCA Title to allow the contractor to begin work prior to the bond proceeds being available.

None Current budget Amendment Requested Other

RESOLUTION

WHEREAS, formal bids were received on March 3, 2026 for the construction of the Crestview Pointe Housing Development in Inver Grove Heights; and

WHEREAS, CBS Construction Services, Inc., (the “Contractor”) is the low responsive and responsible bidder; and

WHEREAS, the bid submitted by the Contractor, including alternate #1 and alternate #2 is \$13,349,230; and

WHEREAS, the Dakota County CDA will be issuing Senior Housing Development Bonds backed by the full faith and credit of Dakota County for this project providing the necessary funds.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director be authorized to sign a construction contract with CBS Construction Services, Inc., in an amount of \$13,349,230 which includes bid alternates #1 and #2; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director be authorized to approve change orders in an amount not to exceed \$667,462 (5% of the contract amount) for this project.

PREVIOUS BOARD ACTION

25-6950; 3/25/2025

ATTACHMENTS

- Attachment A: Bid Tabulation
- Attachment B: Bid Notice-Affidavit of Publication
- Attachment C: Site Plan

CONTACT

Department Head: Kari Gill, Deputy Executive Director
Author: Lori Zierden, Real Estate Manager

BID TABULATION Crestview Pointe
March 3, 2026, 2:00 pm

Contractor	Brennan Construction of MN Inc.	Ebert Companies	Lyon Contracting Inc.	Rochon Corporation	Jorgenson Construction Inc.	Project One Construction Inc.	Shaw-Lundquist Associates Inc.	Stahl Construction	CBS Construction Services Inc.	
Base Bid	\$14,175,000	\$13,998,000	\$15,180,000	\$14,550,000	\$14,150,000	\$14,770,000	\$16,090,000	\$15,200,000	\$13,372,000	

Alternates

Alternate No. 1 - ThermoTech	\$0	\$0	No Bid	No Change	(\$27,000)	(\$61,000)	(\$61,000)	No Bid	(\$20,970)	
Alternative No. 2 - TPO Roof	\$2,000	\$1,890	\$0	No Change	\$3,750	\$0	\$0	\$2,000	(\$1,800)	

Unit Prices

Unit Price 1: Remove Unsuitable Soil	\$15.00 cy	\$13.00 cy	\$12.75 cy	\$16.26 cy	\$30.00 cy	\$16.00 cy	\$16.26 cy	\$20.00 cy	\$19.00 cy	
Unit Price 2: Engineer Fill	\$25.00 cy	\$17.00 cy	\$15.00 cy	\$27.27 cy	\$32.00 cy	\$27.00 cy	\$27.27 cy	\$30.00 cy	\$27.00 cy	
Unit Price 3: Access Doors	\$500/unit	\$500/unit	N/A	\$1,500 /unit	\$600/unit	\$300/unit	\$398/unit	\$600/unit	\$3,000/unit	

Documents

Addenda 1-5	X	X	X	X	X	X	X	X	X	
Bid Bond	X	X	X	X	X	X	X	X	X	

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 02/06/2026 and the last insertion being on 02/13/2026.

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: [Signature]
Designated Agent

Subscribed and sworn to or affirmed before me on 02/13/2026

[Signature]
Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:
\$999.99 per column inch

Ad ID 1517504

**DAKOTA COUNTY CDA
ADVERTISEMENT FOR BIDS**

The Dakota County Community Development Agency (CDA) invites prospective Bidders to submit bids for the construction of a 57-unit apartment development in Inver Grove Heights, Minnesota. Single bids will be received for the total bid package. Sealed bids will be received at the CDA until **2:00 PM CST on Tuesday, March 3, 2026**. Bids received after this date and hour will be returned unopened. No telephone, email or fax bids will be accepted. Bids will be opened publicly and read aloud. Bids shall be addressed to: Troy Blakestad, Dakota County CDA, 1228 Town Centre Drive, Eagan, Minnesota 55123.

Bidding Documents will be available on or about **Wednesday, February 4, 2026**. Bid Documents are available electronically on-line at www.questcdn.com (Quest eBidDoc #:10043122). There is a download fee of \$22.00. Alternatively, Bidding Documents can be viewed at local plan rooms listed on the bid register of the Quest CDB website. Plan Holders list is available at www.questcdn.com.

A certified check, cashier's check or corporate surety bond in an amount equal to five (5%) percent of the base bid shall accompany each bid. The bid security shall be made payable to the Dakota County Community Development Agency. The bidder who is awarded the contract will be required to furnish a Performance Bond and a Labor and Material Payment Bond. The cost of all bonds shall be included in the Bid. The Contractor must be a responsible bidder as defined in the bid documents. This project is subject to Minnesota State Prevailing Wage requirements.

The CDA may select any combination of alternates at its own discretion. The CDA reserves the right to reject any and all bids received and to waive informalities and irregularities in the bidding.

Published in the Dakota County Tribune
February 6, 13, 2026
1517504



in site architects

1000 university ave. w. suite 130
st. paul, minnesota 55104
612.252.4820 • fax - 844.270.3946

I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Dawn Wieczorek
Typed or Printed Name
11785-5 01/28/2025
License # Date

 EXISTING TREE
 NEW CONIFER
 NEW DECIDUOUS



HILLCREST POINTE PHASE II

Inver Grove Heights, MN

CITY SUBMITTAL
09/02/25

ORIGINAL ISSUE: 09/02/25

REVISIONS

No.	Description	Date

Project Number _____
PROJECT NUMBER

Author _____ Checker _____
DRAWN BY CHECKED BY

HILLCREST POINTE PHASE II

SITE PLAN
A01