Dakota County CDA
Board of Commissioners

Agenda

Meeting Date: September 22, 2026	3:00 PM	CDA Boardroom, Eagan, MN

1. Call To Order And Roll Call

2. Audience

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

3. Approval Of Agenda And Meeting Minutes

4. Federal Public Housing And Housing Choice Voucher

Consent Agenda

5. Consent Agenda

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
October 27, 2026
CDA Board of Commissioners Regular Meeting – 3 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123

Dakota County CDA

Board of Commissioners

Meeting Minutes

Meeting Date: August 18, 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	X	
Commissioner Atkins, District 2	X	
Commissioner Halverson, District 3		X
Commissioner Droste, District 4	X	
Commissioner Workman, District 5	X	
Commissioner Holberg, District 6	X	
Commissioner Hamann-Roland, District 7	X	
Commissioner Velikolangara, At Large	X	

CDA staff in attendance:
Tony Schertler, Executive Director
Kari Gill, Deputy Executive Director
Sara Swenson, Director of Administration & Communications
Kaili Braa, Assistant Director of Administration & Communications
Sarah Jacobson, Administrative Coordinator
Lisa Alfson, Director of Community & Economic Development
Maggie Dykes, Assistant Director of Community & Economic Development
Kathy Kugel, Housing Finance Manager
Lisa Hohenstein, Director of Housing Assistance
Anna Judge, Director of Property Management
Ken Bauer, Director of Finance
Chris Meyer, Assistant Director of Finance

Others in attendance:
Brian Wisdorf, Dakota County
Erin Stwora, Dakota County
Marti Fischbach, Dakota County
Emily Schug, Dakota County
David Murphy, Kutak Rock
Tim Anderson, Kutak Rock
Dave Mullen, Colliers Security
Justin Eilers, Trellis Co.

AUDIENCE

No audience members addressed the Board.

APPROVAL OF AGENDA AND MEETING MINUTES

26-7125 **Approval Of Agenda And Meeting Minutes**

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the agenda for the August 18, 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 June 23, 2026 Regular Board meeting 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

Consent Agenda

26-7126 **Approval Of Carryover Of Fiscal Year Ended June 30, 2026 Housing Voucher Budget Authority To Fiscal Year Ending June 30, 2027**

WHEREAS, the Dakota County CDA has adopted a Housing voucher operating budget for the Fiscal Year Ended June 30, 2026; and

WHEREAS, the CDA had $13,000 of uncompleted projects and work items relating to the Housing Voucher operating budget for the Fiscal Year Ended June 30, 2026; and

WHEREAS, the CDA wishes to carry forward the unspent budget authority relating to these uncompleted projects and items to the Housing Voucher operating budget for the Fiscal Year Ending June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That $13,000 of Fiscal Year Ended June 30, 2026 Housing Voucher budget authority be carried forward to the operating budget for the Fiscal Year Ending June 30, 2027.

Motion: Commissioner Velikolangara Second: Commissioner Workman

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			

<u>CONSENT AGENDA</u>

26-7127 **Approval Of Record Of Disbursements – June 2026**

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

26-7128 **Approval Of Record Of Disbursements – July 2026**

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

26-7129 **Approval Of Carryover Of Fiscal Year Ended June 30, 2026 Budget Authority To Fiscal Year Ending June 30, 2027**

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

WHEREAS, the CDA had $5,303,012 of uncompleted projects and work items relating to the operating budget for the Fiscal Year Ended June 30, 2026; and

WHEREAS, the CDA wishes to carry forward the unspent budget authority relating to these uncompleted projects and items to the operating budget for the Fiscal Year Ending June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That $303,012 of Fiscal Year Ended June 30, 2026 budget authority be carried forward to the operating budget for the Fiscal Year Ending June 30, 2027.

26-7130 **Establish The Date For A Public Hearing Regarding The Disposition Of DCCDA Section 18, LLC Property**

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

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

WHEREAS, to ensure the CDA is in a position to sell the property in a timely manner once a buyer is identified, staff recommends setting a public hearing in anticipation that there will be offers prior to the public hearing date of September 22, 2026, at 3 p.m.; and

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

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

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

1. A public hearing regarding the disposition of the following property will be held by the CDA Board on September 22, 2026, at or after 3 p.m. at the CDA's office:

   Property to be sold through the realtor:
   - 6463 Delilah Avenue, Inver Grove Heights (single family home)

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

26-7131 **Authorization To Accept And Sign Temporary Access And Construction Easement With Metropolitan Council For CDA Land On Concord Avenue In Inver Grove Heights**

WHEREAS, Metropolitan Council ("Project Grantee") has requested a Temporary Access and Construction Easement ("Easement") on CDA-owned Property located in Inver Grove Heights; and

WHEREAS, the Easement is needed to allow Grantee to construct a public project: Rehabilitation of the West Siphon Chamber in Inver Grove Heights and the East Siphon Chamber in St. Paul Park (Project); and

WHEREAS, the Project will facilitate the construction, maintenance and related work for the installation of a sanitary sewer system within the permanent easement area; and

WHEREAS, the Easement will be in place from June 1, 2027 through May 31, 2030; and

WHEREAS, the Grantee will restore the Easement Area to the condition that existed prior to the Easement being granted.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to accept the $51,300 payment for the 36-month Easement Area and sign the Temporary Access and Construction Easement Agreement, subject to Dakota County Attorney's review of said document.

26-7132 **Authorization To Accept And Sign Temporary Permit To Construct With State Of Minnesota Along Trunk Highway No. 3 In West St. Paul**

WHEREAS, State of Minnesota ("State") has requested a Temporary Permit to Construct ("Temporary Permit") on CDA-owned property located in West St. Paul; and

WHEREAS, the Easement is needed to allow the State to reconstruct the sidewalk and ramp area ensuring they are ADA compliant ("Project"); and

WHEREAS, the Project will facilitate the construction, maintenance and related work for the reconstruction of the sidewalk and ramp within the temporary easement area; and

WHEREAS, the Easement will be in place from when the Temporary Permit is signed and expires on December 1, 2031; and

WHEREAS, the State will restore the Easement Area to a condition that is safe, stable, free from hazards, and reasonably similar to its pre-existing condition.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to sign the Temporary Permit To Construction Agreement, subject to Dakota County Attorney's Office review.

26-7133 **Approval Of Budget Amendment For Rehabilitation Of Neighborhood Stabilization Program Property (Apple Valley)**

WHEREAS, the U.S. Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) was created in 2008 to assist states and local governments in addressing the effects of abandoned and foreclosed properties; and

WHEREAS, Dakota County CDA received approximately $2.7 million of HUD NSP 1 grant funds; and

WHEREAS, the CDA acquired the four-plex located at 14349, 14351, 14353, and 14355 Hayes Road in Apple Valley for $260,000 with NSP funding, significantly rehabbed the property, and rented to income-eligible households, per NSP requirements; and

WHEREAS, this property has met the NSP 15-year affordability requirement and no longer is restricted or required to meet NSP rules and regulations; and

WHEREAS, exterior improvements are needed on the property including sidewalk replacement, foundation repairs, and site work; and

WHEREAS, the capital improvements are a total of $86,317.20 with staff requesting an additional $12,000 to secure the site (fencing) and pay for any change orders, if needed, for up to $98,318 for the project; and

WHEREAS, there are sufficient reserves for the property to pay for these expenses.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Fiscal Year Ending 2027 Budget be amended to allocate up to $98,318 for the exterior improvement project at the 14349, 14351, 14353, and 14355 Hayes Road property in Apple Valley.

26-7134 **Authorization To Execute And Deliver An Omnibus Amendment To Bond Documents In Connection With The Senior Multifamily Housing Revenue Bonds (The Quill Project, Hastings), Series 2021**

WHEREAS, on September 30, 2021 (the “Date of Issuance”), in accordance with an Indenture of Trust, dated as of September 1, 2021 (the “Indenture”) between the Dakota County Community Development Agency (the “CDA”) and U.S. Bank Trust Company, National Association (the “Trustee”), the CDA issued its Senior Multifamily Housing Revenue Bonds (The Quill Project), Series 2021 (the “Bonds”), in the original aggregate principal amount of $13,500,000, and loaned the proceeds derived from the sale thereof to Hastings AH I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”) pursuant to a Loan Agreement, dated as of September 1, 2021 (the “Loan Agreement”), between the CDA and the Borrower, for the purpose of financing a portion of the costs of the acquisition, construction and equipping of The Quill, a multifamily senior rental housing development consisting of 90 units and certain functionally related improvements thereto, designed for occupancy by low and moderate income seniors located at 211 10th Street E in the City of Hastings, Minnesota (the “Project”); and

WHEREAS, a Bond Reserve Fund was established under the Indenture to secure the repayment of the Bonds by the Borrower under the Loan Agreement (the “Loan Repayments”), and on the Date of Issuance, fund of the Borrower in the amount of $315,511.25 were deposited to the bond Reserve Fund as the “Bond Reserve Requirement”; and

WHEREAS, the Borrower has proposed to (i) release all amounts on deposit in the Bond Reserve Fund and apply such amounts to the payment of a developer fee incurred in connection with the Project; and (ii) secure its Loan Repayment obligations with the proceeds of a letter of credit to be provided by Bridgewater Bank, a Minnesota banking corporation (the “Letter of Credit Provider”); and

WHEREAS, there has been presented to the Board of Commissioners a form of Omnibus Amendment to Bond Documents (the “Amendment”) between the CDA, the

Borrower, and the Trustee, which supplements and amends the Indenture of the Loan Agreement to provide for the release of amounts on deposit in the Bond Reserve Fund and the addition of a letter of credit to secure the Loan Repayment obligations of the Borrower; and

WHEREAS, Sections 10.02 and 11.02 of the Indenture require the holder or holders of a majority of principal amount of the Bonds outstanding (the “Majority Bondholders”) to consent to the proposed modifications set forth in the Amendment, and Sections 10.03 and 11.0 of the Indenture also require an opinion of counsel stating that such consent, amendment, or supplement is authorized or permitted by the Indenture, and if requested by the Trustee and the CDA an opinion of bond counsel stating, among other things, that such modifications will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes; and

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

1. The Board hereby approves the form of the Amendment in substantially the form on file with the CDA, and authorizes and directs the Executive Director of the CDA, or in his absence, the Deputy Executive Director or any member of the board of Commissioners of the CDA (the “CDA Official”) to execute and deliver the Amendment in substantially the form on file, with such omissions and insertions as do not materially change the substance thereof, or as the CDA Official, in their discretion, shall determine, and the execution thereof by the CDA Official shall be conclusive evidence of such determination.

2. The Board hereby directs the preparation of one or more opinions of counsel (which may be Kutak Rock LLP, Minneapolis, Minnesota, as bond counsel to the CDA with respect to the Bonds (“Bond Counsel”), or counsel to the Borrower), to satisfy the requirements of Sections 10.03 and 11.03 of the Indenture.

3. The CDA Official is hereby authorized to do all acts and things required of him or her by or in connection with this resolution and the Amendment for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in this resolution and the Amendment.

26-7135 **Approval Of Budget Authority To Hire A 0.75 FTE Limited Term Special Projects Manager For The Administration Department**

WHEREAS, to provide high levels of service to CDA residents, the Administration department has determined the need for additional capacity; and

WHEREAS, the department has requested an additional 0.75 FTE Special Projects Manager position.

WHEREAS, the cost to add this position for a six-month term in the FYE27 budget is estimated to be $72,000.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the FYE27 Operating Budget and Plan Administration is hereby increased by 0.75 FTE; and

BE IT FURTHER RESOLVED, That the Administration budget authority in the FYE27 Operating budget be increased by $72,000 in the Real Operations and Housing Development Renewal Funds.

Motion: Commissioner Hamann-Roland **Second: Commissioner Slavik**

Ayes: 6 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

26-7136 **Conduct Public Hearing To Receive Comments On The Disposition Of A DCCDA Section 18, LLC Property And Authorization To Enter Into Purchase Agreement With Qualified Buyer**

Kari Gill presented information and answered questions.

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

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

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

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

WHEREAS, Kehui Yang, a qualified buyer, submitted the highest and/or best offer to purchase 16870 Glencoe Avenue, Lakeville and Alexander and Crystal Hamm submitted the second highest and/or best offer/bid; and

HWEREAS, Kehui Yang, a qualified buyer, submitted the highest and/or best offer to purchase 16884 Glencoe Avenue, Lakeville and Alexander and Crystal Hamm submitted the second highest and/or best offer/bid; and

WHEREAS, a public hearing was conducted on August 18, 2026, on the proposed terms of the sale of the property:

Address	Buyer	Contingency Buyers
16870 Glencoe Avenue, Lakeville	Kehui Yang	Alexander and Crystal Hamm
16884 Glencoe Avenue, Lakeville	Kehui Yang	Alexander and Crystal Hamm

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

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

Motion: Commissioner Hamann-Roland **Second: Commissioner Droste**

Ayes: 6 Nays: 0 Abstentions: 0

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

26-7137 **Conduct A Public Hearing For The Issuance Of Multifamily Housing Revenue Bonds, Adopt The Housing Finance Program, Approve Financing (Multifamily Housing Revenue Bonds And 4% Housing Tax Credits) For The Chancellor Manor Project**

Kathy Kugel presented information and answered questions.

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 acquisition, rehabilitation, and equipping of a multifamily rental housing development consisting of 200 units and certain functionally related improvements thereto, designed for occupancy by low and moderate income households to be located at 14250 Irving Avenue South in the city of Burnsville, Minnesota (the “Project”), through the issuance of the Dakota County CDA’s Multifamily Housing Revenue Bonds (Chancellor Manor Project), Series 2026 (the “Bonds”); and

WHEREAS, the aggregate principal amount of the Bonds will not exceed $16,000,000; and

WHEREAS, the Project will be owned by Chancellor Renovation Limited Partnership, a Minnesota limited partnership (the “Borrower”); and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust (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 its remaining carryforward volume cap allocation and a portion of its 2026 volume cap allocation in the amount of not to exceed $16,000,000 to issue the Bonds; and

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 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 $16,000,000.

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; and
   e. a Bond Purchase Agreement among the Dakota County CDA, the Borrower and Colliers Securities LLC (the "Underwriter") related to the Bonds;

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

8. *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 authorized and directed to enter into, execute, and deliver the Bond 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 Bond 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 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 provisions of the bond 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.

9. *Offering Documents.* The Dakota County CDA hereby consents to the preparation and distribution by the Borrower and the Underwriter of ann offering document relating to the Bonds.

10. *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 the purposes of federal and State of Minnesota income taxation.

11. *Volume Cap.* The bonds will require volume cap. The Dakota County CDA has carryforward allocation in the amount of $1,215,798 and calendar year 2026 allocation in the amount of $35,186,610 available for qualified residential rental projects, up to $16,000,000 of which will be used to issue the Bonds.

12. *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 of the Project by the Dakota County CDA or “automatic” four percent tax credits.

13. *Limited Liability.* All covenants, stipulations, obligations, and agreements of the Dakota County CDA contained in this resolution and the aforementioned certificates, instruments, and Bond 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 int eh aforementioned certificates, instruments, or Bond Documents shall be deemed to be a covenant, stipulation, or 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.

14. *Third Parties.* Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, as 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.

15. *Invalid Provisions.* In case any one or more of the provisions of this resolution or any of the Bond 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 Bond Documents, but his resolution and the Bond Documents shall be construed and endorsed as if such illegal or invalid provision had not been contained therein.

16. *Bond Recital.* The Bonds, when executed and delivered, shall contain a recital that they are 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 be 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.

17. *CDA Official.* The CDA Official is hereby authorized to do all acts and things required of his or her by or in connection with this resolution, the aforementioned certificates, instruments, or Bond 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 Bond Documents, and this resolution. If any person whose signature appears on any of the foregoing certificates, instruments, or Bond 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.

18. *Future Amendments.* The authority to approve, execute and deliver future amendments to the Bond Documents relating to the bonds is hereby delegated to the Executive Director, subject to the following conditions: (a) the

holder o 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.

Chancellor Renovation Limited Partnership, a Minnesota 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 in one or more series of tax-exempt and/or taxable obligations (the “Bonds”) to finance the acquisition and rehabilitation of an approximately 200-unit rental housing facility and related amenities thereto, designed for occupancy by low and moderate income households located at 14250 Irving Avenue South in the City of Burnsville, Minnesota (the “Project”), and to be owned and operated by the Borrower.

The Project will be acquired and rehabilitated 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 rehabilitation 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, rehabilitation 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 and rehabilitation 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 $16,000,000. It is anticipated that the Bonds issued under this Program will have a final maturity of five 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 $1,215,798 and calendar year 2026 allocation in the amount of $35,186,610 available for qualified residential rental projects, a portion of which may be used to issue the Bonds.

Motion: Commissioner Workman **Second: Commissioner Droste**

Ayes: 6 Nays: 0 Abstentions: 0

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

INFO **Executive Director Update**
Tony Schertler provided information.

INFO **Information**

A. Workforce Housing Limited Partnership Audit Reports – CY 2025
B. Open To Business, Q2 2026 Report

26-7138 **Adjournment**
BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners, hereby adjourns until Tuesday, September 22, 2026.

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

The CDA Board meeting adjourned at 3:29 p.m.

____
Clerk to the Board

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026	Agenda #: 4A

DEPARTMENT: Property Management
FILE TYPE: Federal - Consent

TITLE
Approval Of The 2027 Utility Allowance Schedule For The Public Housing Program

PURPOSE/ACTION REQUESTED
Approval of the 2027 Utility Allowance Schedule for the Public Housing Program.

SUMMARY
The U.S. Department of Housing and Urban Development (HUD) requires that utility allowances for resident paid utilities in the Public Housing Program be reviewed annually and revised, if necessary. The utility allowance amount is subtracted from the resident's gross rent calculation to arrive at the net rent payable to the CDA and is supposed to represent the amount an "energy conservative" household would spend for utilities. This is done so the amount a resident pays for rent and utilities is not likely to exceed 30% of their income. Residents in family units pay for their electricity and natural gas while residents at Colleen Loney Manor pay for their electricity. The CDA pays for water, sewer and trash collection at all public housing locations. Phone and cable are not included in the utility allowance.

The method for calculating the allowance is the *engineering method*. This method considers the physical characteristics of the units and the utility rate to arrive at an allowance amount. Some of the characteristics considered are construction type, location, size and type of heat source. This approach removes the variable of individual consumption habits from the equation and more accurately reflects the costs of utilities for an "energy conservative" household.

The CDA provided our unit and utility provider information to The Nelrod Company, a firm that works with housing authorities throughout the country, including several in Minnesota, and has a database of over 17,000 units. The Nelrod Company calculated utility allowances based on the *engineering method*.

The current and proposed allowance amounts are in Attachment A.

RECOMMENDATION
Staff recommends approval of the proposed utility allowances for the Public Housing Program to be effective for re-certifications and interim rent changes occurring January 1, 2027 and later.

EXPLANATION OF FISCAL/FTE IMPACTS
HUD provides operating subsidies for the Public Housing Program. Any adjustments to rents (increases or decreases) will be supplemented by that subsidy.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the Dakota County CDA administers the federal Public Housing Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all housing authorities to review and revise, as necessary, allowances for resident paid utilities in Public Housing properties on an annual basis; and

WHEREAS, the Dakota County CDA has contracted with The Nelrod Company to conduct a review of utility allowances and make recommendations based on an engineering method.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the updated Utility Allowance Schedule in Attachment A is approved effective January 1, 2027 for the Public Housing Program.

PREVIOUS BOARD ACTION
25-6996; 8/26/2025

ATTACHMENTS
Attachment A: Proposed 2027 Utility Allowance Schedule

CONTACT
Department Head: Anna Judge, Director of Property Management
Author: Anna Judge

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY, MN

PUBLIC HOUSING

COMPARISON OF PREVIOUS AND PROPOSED UTILITY ALLOWANCES
Chart 2

UPDATE 2026

Development	Bedroom Size	Previous Allowance	Proposed* Allowance	Difference**
Scattered Sites 147-2 (RH)	3	$133.00	**$134.00**	**$1.00**
McKay Manor 147-5 (RH)	3	$134.00	**$133.00**	**-$1.00**
Colleen Loney Manor 147-6 (Apt)	1	$53.00	**$53.00**	**$0.00**
	2	$55.00	**$56.00**	**$1.00**
Oliver/Terrace 147-7 (RH)	3	$121.00	**$123.00**	**$2.00**
Biscayne/Portland 147-9 (RH)	2	$111.00	**$111.00**	**$0.00**
	3	$122.00	**$122.00**	**$0.00**
Glazier 147-11 (RH)	2	$112.00	**$110.00**	**-$2.00**
Ideal Way 147-14 (RH)	2	$101.00	**$104.00**	**$3.00**
	3	$110.00	**$114.00**	**$4.00**
Scattered Sites 147-21 (SD)	3	$144.00	**$146.00**	**$2.00**

*Proposed allowances include the average for electric and natural gas summer and winter months.

*Proposed allowances were rounded to the nearest dollar.
**After rounding.

Apt= Apartment
RH= Row House/Townhouse

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 4B

DEPARTMENT: Housing Assistance
FILE TYPE: Federal - Consent

TITLE

Approval To Use Unrestricted Net Position For Housing Choice Voucher Program Shortfall

PURPOSE/ACTION REQUESTED

Approve the use of unrestricted net position to cover shortfall in the Housing Choice Voucher Program.

SUMMARY

The Housing Choice Voucher program is funded by the U.S. Department of Housing and Urban Development (HUD). Annually, the CDA receives approximately $30 million for the program that provides rent assistance for about 2,800 households and includes administrative costs.

At the end of 2024, the CDA had Housing Assistance Payment (HAP) reserves of $1,457,636 that HUD offset against its annual funding allocation for 2025. As a result of the offset, the programs' budget was insufficient to cover HAP expenses and the CDA was awarded shortfall funding to cover the gap.

This year, the CDA is also projected to be in shortfall and has been working with HUD's Shortfall Prevention Team. When a housing agency is in shortfall, HUD does not allow any new voucher issuance which results in a decrease in the program size and subsequent funding renewals are lower.

The CDA holds unrestricted net position (administrative reserves) with HUD that total $5.6 million. To avoid a program reduction this year and to continue to serve as many households as possible, HUD has authorized the use of a portion of the unrestricted net position to cover the shortfall gap.

Staff estimates the shortfall needed is between $1.4 to $2.1 million. HUD requires the Board to approve the use of unrestricted net position to cover the program shortfall. The CDA's program allocation for next year should include the additional amount allowing the CDA to maintain its program size.

RECOMMENDATION

Staff recommends approving the use of up to $2 million in unrestricted net position for 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

The Housing Choice Voucher budget will be amended to include the use of unrestricted net position for program costs.

☐ None ☐ Current budget ☒ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the Housing Choice Voucher Program funded by the U.S. Department of Housing and Urban Development (HUD) is projected to be in a shortfall for 2026; and

WHEREAS, HUD prohibits voucher issuance when an agency is in shortfall status which would impact the number of households the CDA is able to serve and will affect future funding renewals; and

WHEREAS, the CDA holds $5.6 million in unrestricted net position (administrative reserves) with HUD; and

WHEREAS, HUD has authorized the CDA to use a portion of the unrestricted net position to cover shortfall with Board approval which will allow the CDA to continue to serve as many households as possible.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That up to $2 million in unrestricted net position may be used for the Housing Choice Voucher program shortfall; and

BE IT FURTHER RESOLVED that the Housing Choice Voucher budget be amended to include the shortfall funding.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

None.

CONTACT

Department Head: Lisa Hohenstein, Director of Housing Assistance
Author: Lisa Hohenstein

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 Agenda #: 5A

DEPARTMENT: Finance
FILE TYPE: Regular - Consent

TITLE
Approval Of Record Of Disbursements – August 2026

PURPOSE/ACTION REQUESTED
Approve Record of Disbursements for August 2026.

SUMMARY
In August 2026, the Dakota County Community Development Agency (CDA) had $7,708,769.21 in disbursements and $629,471.58 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

RECOMMENDATION
Staff recommends approval of the Record of Disbursements for August 2026.

EXPLANATION OF FISCAL/FTE IMPACTS
These disbursements are included in the Fiscal Year Ending June 30, 2027 budget.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

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

PREVIOUS BOARD ACTION
N/A

ATTACHMENTS
Attachment A: Record of Disbursements – August 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 August 2026

	Date	Amount	Total
Common Bond Housing			
	08/20/26	$ 5,558.66	
			$ 5,558.66
Disbursing			
	08/01/26	$ 107,997.00	
	08/06/26	$ 340,574.78	
	08/13/26	$ 697,092.12	
	08/20/26	$ 528,380.88	
	08/27/26	$ 1,035,057.15	
			$ 2,709,101.93
Housing Assistance			
	08/01/26	$ 3,120,678.62	
	08/13/26	$ 109,200.00	
			$ 3,229,878.62
Local Affordable Housing Aid			
	08/17/26	$ 764,230.00	
			$ 764,230.00
Tax Increment Financing			
	08/17/26	$ 1,000,000.00	
			$ 1,000,000.00
Total Disbursements			**$ 7,708,769.21**
August 2026 Payroll			
	08/07/26	$ 308,617.35	
	08/21/26	$ 320,854.23	
Total Payroll			**$ 629,471.58**

Disbursement detail is available in the Finance Office

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 5B

DEPARTMENT: Administration
FILE TYPE: Regular - Consent

TITLE
Approval Of 2027 Medical, Dental And Vision Plans, Rates And Contributions

PURPOSE/ACTION REQUESTED
- Approval of Medical, Dental and Vision rates and contributions for 2027.

SUMMARY
The CDA accesses its medical, dental and vision insurance coverage as a sub-group of Dakota County via a joint powers agreement. This allows for expanded health plan choices for CDA employees and savings to the agency related to the selection and implementation of these plans. CDA personnel are responsible for daily administration, such as employee communications, enrollments, changes, payroll deductions, and premium submission. The County's self-funded medical plan is administered by Blue Cross Blue Shield of Minnesota.

Medical
The CDA will continue to offer three plan options to employees:
- Dakota Advantage Plan, a low deductible plan with a Health Reimbursement Account (HRA)
- Dakota Select Plan, a low deductible plan with a Health Reimbursement Account (HRA)
- Dakota Health Savings Account (HSA), a high deductible plan

The plans will assume the following increases from the 2026 rates:
- Dakota Advantage - 11% increase
- Dakota Select - 7.25% increase
- Dakota HSA – 5.25% increase

There will be the following plan design changes:
- An annual $1.00 increase for pharmacy benefit co-pays in the Dakota Advantage and Dakota Select plans.

- The Dakota Health Savings Account plan will have a change in deductible and County Health Savings Account Contribution. The change in deductible for the Dakota Health Savings Account is due to the IRS change in limits for all high-deductible health plans, 2027 minimum annual deductible is changing to $1,750 for self-only coverage (up from $1,700 in 2026) and $3,500 for family coverage (up from $3,400 in 2026). This will increase the Health Savings Account contribution to $875 (from $850 in 2026) and $1,750 (from $1,700 in 2026).

Dental
Dakota County is changing dental insurance vendors from HealthPartners to Delta Dental of Minnesota. Delta Dental of Minnesota matched the County's current plan design with a 2% premium reduction guaranteed for 36 months. After 36 months a rate cap for 2030 & 2031 of no more than 8%.

A total premium savings of 7.4%. Delta Dental of Minnesota has the largest network of providers Nationwide.

Vision
VSP Vision Care plan rates will remain the same for 2027.

Attachment A are the proposed premium rates and contributions for Medical, Dental and Vision Plans for 2027.

RECOMMENDATION
Staff recommends approval of the 2027 medical, dental and vision plan changes, rates and contributions.

EXPLANATION OF FISCAL/FTE IMPACTS
An overall growth of the proposed 2027 premium costs aggregated across all plans is within the estimates in the 2027 budget planning base and will be included in budget planning for FYE28.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the CDA has a history of obtaining its medical, dental and vision insurance plans through Dakota County and wishes to continue to do so in an effort to provide quality medical, dental and vision insurance coverage to the eligible CDA employees and their families; and

WHEREAS, the three medical plans offered through Blue Cross Blue Shield, will assume an 11% increase for Dakota Advantage, 7.25% increase for Dakota Select, and 5.25% increase for Dakota HSA; and

WHEREAS, due to 2027 IRS limit changes in minimum deductibles for High Deductible Health Plans, the Dakota HSA plan will have an increase in deductible $1,750 for single and $3,500 for family; and

WHEREAS, this change will increase the CDA's annual HSA contribution to $875 for single and $1,750 for family enrollment; and

WHEREAS, Delta Dental of Minnesota will be the new dental insurance provider for both the Comprehensive and Preventative Dental Plans; and

WHEREAS, the CDA’s contributions towards premiums for medical and dental are outlined in Attachment A; and

WHEREAS, VSP Vision Care will continue to be the vision insurance provider with the same rates as 2026 which will be assumed by employees electing vision coverage.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the 2027 medical, dental and vision plans provided by Blue Cross Blue Shield, Delta Dental of Minnesota, and VSP Vision Care are approved for implementation effective January 1, 2027.

PREVIOUS BOARD ACTION
N/A

ATTACHMENTS
Attachment A: 2027 CDA Insurance Premium Rates and Contributions

CONTACT
Department Head: Sara Swenson, Director of Administration and Communications
Author: Maria Chernyavsky, Human Resources Manager

2027 CDA Insurance Premium Rates & Contributions

Medical	Total Monthly Premium	1.0 FTE CDA Monthly Contribution	CDA Per Pay Period Contribution	Employee Monthly Cost	Employee per pay period cost	Annual Employee Deductible	Annual CDA HRA/HSA Contribution
Dakota Advantage						Health Reimb. Acct.	
Single	$1,224.26	$1101.82	**$550.91**	$122.44	**$61.22**	$350	$175
Single + One	$2,693.80	2,289.72	**$1144.86**	$404.08	**$202.04**	$700	$350
Family	$3,673.41	2,938.73	**$1469.37**	$734.68	**$367.34**	$1,050	$525
Dakota Select						Health Reimb. Acct.	
Single	$981.01	892.71	**$446.36**	$88.30	**$44.15**	$750	$375
Single + One	$2,158.20	1,881.48	**$940.74**	$276.72	**$138.36**	$1,500	$750
Family	$2,943.00	2,414.76	**$1207.38**	$528.24	**$264.12**	$2,250	$1,125
Dakota H S A						Health Savings Acct.	
Single	$764.83	697.37	**$348.69**	$67.46	**$33.73**	$1,750	$875
Single + One	$1,682.64	1,505.52	**$752.76**	$177.12	**$88.56**	$3,500	$1,750
Family	$2,294.51	1,932.23	**$966.12**	$362.28	**$181.14**	$3,500	$1,750

Delta Dental Preventative					
Single	$25.00	$25.00	**$12.50**	$0.00	**$0.00**
Single + One	$47.44	$30.00	**$15.00**	$17.44	**$8.72**
Family	$78.68	$35.00	**$17.50**	$43.68	**$21.84**
Delta Dental Comprehensive					
Single	$58.24	$25.00	**$12.50**	$33.24	**$16.62**
Single + One	$113.56	$30.00	**$15.00**	$83.56	**$41.78**
Family	$182.76	$35.00	**$17.50**	$147.76	**$73.88**
VSP Vision Insurance					
Single	$5.86	-		$5.86	**$2.93**
Single + One	$11.71	-		$11.71	**$5.86**
Family	$18.91	-		$18.91	**$9.46**

Wellness Incentives

90-100% = $45
70-89% = $35
60-69% = $25
<60% = $0

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 Agenda #: 5C

DEPARTMENT: Administration
FILE TYPE: Regular - Consent

TITLE
Authorization To Execute Contract With The Hartford For Short-Term Disability, Long-Term Disability And Life Insurance And Approval Of Rates And Contributions

PURPOSE/ACTION REQUESTED
- Authorization to execute contract with The Hartford to procure short-term disability, long-term disability, and life insurance policies for CDA benefits.
- Approval of insurance rates and contributions.

SUMMARY
The CDA issued a Request for Proposals on July 24, 2026 soliciting proposals for short-term disability, long-term disability, and life insurance plans. Nine responses were received and were reviewed with broker Integrity Benefits.

The Hartford provided the best overall plan design to fit the CDA's needs. Rates for these plans are significantly lower than the current plans held with Lincoln. See key enhancements below:

Short-term Disability Insurance
- Benefit replacement increases from 60% to 70% of earnings.
- Weekly maximum benefit increases from $1,000 to $2,500, providing significantly better income protection for higher earners.
- No health questionnaire required when enrolling as newly eligible or during open enrollment.
- Annual savings: approximately $24,000 (61% decrease in current rates).

Long-term Disability Insurance
- Increases the maximum monthly long-term disability benefit from $5,000 to $6,000.
- Coordination of benefits is more favorable with flex leave and salary continuation benefits compared to the current direct offset approach.
- Three-year rate guarantee provides greater cost predictability.
- Annual savings are approximately $36,000 (50% decrease in current rates).

Life Insurance
- No age reductions on employee or spouse life insurance benefits, allowing employees to retain full coverage as they age.
- Matching Basic AD&D coverage added, which is not available under the current plan.
- Higher Guaranteed Issue (GI) limits: Employee GI increases from $20,000 to $100,000 and Spouse GI increases from $10,000 to $50,000.
- Annual savings: approximately $21,000 while enhancing coverage.

Because Long-Term Disability coverage is a mandatory benefit and the Hartford proposal results in significant annual premium savings, staff recommends the CDA fund 100% of LTD premiums. This change would improve the employee benefit package without increasing the agency's overall benefit costs and would allow employees to share in the savings generated by the vendor transition.

RECOMMENDATION

Staff recommends the Board authorize the Executive Director to execute a contract with The Hartford for short-term disability, long-term disability, and life insurance. Staff also recommends the approval of rates and contributions for the plans.

EXPLANATION OF FISCAL/FTE IMPACTS

These costs are included in the FYE27 budget and these benefits would take effect on 1/1/2027.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the CDA issued a Request for Proposals on July 24, 2026 for short-term disability, long-term disability and life insurance; and

WHEREAS, staff is recommending The Hartford as the vendor for these benefits; and

WHEREAS, Hartford proposal improves life and disability benefits through higher coverage amounts, fewer age-related restrictions, stronger income protection, and easier access to coverage; and

WHEREAS, transition from Lincoln Financial Group to Hartford will generate approximately $81,000 in annual savings for the CDA

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the Executive Director is authorized to execute a three-year contract with The Hartford for short-term disability, long-term disability and life insurance plans; and

BE IT FURTHER RESOLVED, That the rates and contributions are approved.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Renewal Recommendation Letter

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications
Author: Maria Chernyavsky, Human Resources Manager

Integrity Employee Benefits, LLC
Generations Strong

September 10, 2026

Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123

Re: 1/1/2027 Renewal of Life Insurance, Long Term Disability, and Short Term Disability Insurance

The Dakota County CDA's insurance carriers have provided us with the following information:

Life Insurance
The Hartford

As the result of a Formal RFP, the Agency has chosen to place the Life Insurance plan with The Hartford. As a result, Hartford has determined that, effective 1/1/2027, your Basic life rate will **decrease** to **$.160** per month per $1000. There is an added Basic AD&D matching benefit which will be **$.020** per month per $1000. The Child Life coverage will **decrease** to **$.047** per month per $1000. The Optional Employee Life and Spouse Life rates will **decrease** for the coming policy year. There will also be a matching AD&D benefit to the Optional Employee Life and Spouse Life plans. The rate per month for the matching AD&D is $0.02 per month per $1000. Effective 1/1/2027, the following rate schedule, **which includes both Life and matching AD&D, will apply:**

Age	Employee and Spouse Monthly Cost per $1000 Combined Life & AD&D
Under age 25	$0.15
25-29	$0.16
30-34	$0.17
35-39	$0.20
40-44	$0.27
45-49	$0.40
50-54	$0.63
55-59	$0.98
60-64	$1.21
65-69	$2.05
70+	$3.28

Long Term Disability
The Hartford

As the result of a Formal RFP, the Agency has chosen to place the Long Term Disability Insurance plan with The Hartford. Hartford has determined that your Long Term Disability rate will **decrease** to **$0.46**/$100 covered payroll effective 1/1/2027.

Short Term Disability
The Hartford

As the result of a Formal RFP, the Agency has chosen to place the Short Term Disability Insurance plan with The Hartford. Hartford has determined that the Short Term Disability rates will **decrease** for the coming policy year. Effective 1/1/2027, the following rate schedule will apply:

Age	Rate per Month/$10 Weekly Benefit
24 and under	$0.28
25-29	$0.35
30-34	$0.37
35-39	$0.25
40-44	$0.18
45-49	$0.18
50-54	$0.22
55-59	$0.28
60-64	$0.35
65+	$0.39

2027 Integrity Employee Benefits Commissions
(Paid by the carriers)

Life Insurance	7% of monthly premium
Long Term Disability	10% of monthly premium
Short Term Disability	10% of monthly premium

Some insurance companies pay bonus commissions, persistency or retention bonuses, service fees, administrative allowances, or other incentive-based payments. These additional forms of compensation are paid by the insurance company and do not increase or otherwise affect the premium rates you pay.

Please let me know if there is anything else that you need at this time. We appreciate the opportunity to continue to work with you and your employees in the communication and administration of your ancillary employee benefits insurance program.

Integrity Employee Benefits, LLC
Phone 651-437-7977 | Toll Free 866-437-7977 | Fax 651-319-0528
Integrity@integrityeb.com | www.integrityeb.com

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 Agenda #: 5D

DEPARTMENT: Housing Development
FILE TYPE: Regular - Consent

TITLE
Authorization To Accept Payment And Sign Easement Agreement With Great River Energy To Reconstruct The Electric Transmission Line Located On CDA Property In Eagan

PURPOSE/ACTION REQUESTED
- Authorization to accept $18,694.62 from Great River Energy ("Project Grantee") for loss of trees on CDA property in Eagan.
- Authorize Executive Director to sign easement agreement with Project Grantee.

SUMMARY
Dakota County CDA received a letter from Project Grantee requesting an easement to reconstruct the electric transmission line ("Project") located on property at 2061 and 2065 Park Center Drive in Eagan (officially the southwest portion of Lot 1, Block 1, Park Center Addition according to the recorded plat thereof, Dakota County, Minnesota. Except that part of Lot 1, Block 1, Park Center Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of the following described line: Commencing at the Southeast corner of said Lot 1, said corner being common with Park Center Drive; thence North 00 Degrees 01 Minutes 22 Seconds West, assumed bearing, along the East line of said Lot 1, a distance of 270.00 feet to the actual point of beginning of the line to be described; thence North 00 Degrees, 01 Minutes, 27 Seconds West, a Distance of 115.00 feet more or less to the North line of said Lot 1 and said line there terminating. PID 10-56721-01-011 ("Property").

To complete and maintain the Project an easement is needed on the Property.

The Project allows the Project Grantee to construct, operate, and maintain a safe, reliable electric system, together with the use of optical fiber for communication, broadband, data, and information purposes. These rights include clearing the easement area of trees and vegetation prior to construction and periodically maintaining it in a similar manner.

The Easement will be a perpetual and irrevocable Easement and is described in Exhibit A and drawn in Exhibit B of the Easement Agreement. Upon completion of any work, maintenance, or use of the Easement Area. The Grantee shall promptly restore the Easement Area to a condition that is safe, stable, and free from hazards. All restoration work shall be performed in a manner that ensures the Easement area is reasonably safe for persons, animals, and property. All restoration work shall be completed at Grantee's sole cost and expense.

RECOMMENDATION
CDA staff recommends the Board authorize the acceptance of $18,694.62 from the Project Grantee for the easement and authorize the Executive Director to sign the Easement Compensation Letter and Easement Agreement, subject to Dakota County Attorney's office review.

EXPLANATION OF FISCAL/FTE IMPACTS
The $18,694.62 payment will be deposited into the Housing Development Renewal Fund.

☐ None ☐ Current budget ☒ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, Great River Energy ("Project Grantee") has requested a perpetual and irrevocable Easement ("Easement") on CDA-owned property located in Eagan; and

WHEREAS, the Easement is needed to allow Grantee to reconstruct the electric transmission line ("Project") located on CDA-owned property; and

WHEREAS, the Project will facilitate the construction, operation, and maintenance of a safe, reliable electric system, together with the use of optical fiber for communication, broadband, data, and information purposes; and

WHEREAS, the Grantee shall promptly restore the Easement Area to the condition that is safe, stable, and free from hazards.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to accept the $18,694.62 payment for the Easement Area and for the removal of existing trees; and

BE IT FURTHER RESOLVED, That the Executive Director is authorized to sign the Easement Compensation Settlement Letter and Easement Agreement, subject to Dakota County Attorney's review.

PREVIOUS BOARD ACTION
N/A

ATTACHMENTS
Attachment A: Easement Compensation Settlement Letter
Attachment B: Site Map

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

GREAT RIVER ENERGY.

Easement No. DA-RD-570

Work Order No. 210070

EASEMENT COMPENSATION SETTLEMENT OFFER

Landowner(s):

Dakota County Housing & Redevelopment Authority

Section: 30 Twp: 27N Range: 23W County: Dakota

PID No(s).: 105672101011

Great River Energy hereby offers to all parties who may have an interest in the easement rights to be granted to Great River Energy, as shown and described on the enclosed easement documents, the total sum of $ 18,694.62. A summary of the compensation is below:

Summary and offer:

Payment for easement	$ 8,694.62
Additional payment-miscellaneous (trees):	$ 10,000.00
TOTAL EASEMENT OFFER	$ 18,694.62

GRE Land Rights Representative

6/10/2026
Date

If applicable, payment percentage shall be allocated as follows: (signature and IRS Form W-9 is required by each fee owner requesting a percentage)

Signature & percentage Date

Signature & percentage Date

Signature & percentage Date

Signature & percentage Date

Great River Energy suggests you consult a tax accountant to determine whether a portion of the easement payment is taxable. This statement is not intended to offer or imply advice regarding the tax implications for easement payments.

SP\Transmission Permitting & Land Rights\Forms\Statement of Compensation\Statement of Compensation.docx

EXHIBIT B

EASEMENT NO. DA-RD-570

GENERAL SURVEY NOTES

1. BASIS OF BEARING: DAKOTA COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON OWNER AND ENCUMBRANCE REPORT DA-RD-570 PROVIDED BY GREAT RIVER ENERGY ON 04/02/2026
3. THIS EXHIBIT IS UTILIZING PUBLIC IMAGERY

LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT CENTERLINE
- EASEMENT TIE LINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- LOT LINES

N

0' 40'

Westwood

Phone (320) 253-9495 13341 Cypress Drive, Suite 101
Toll Free (800) 270-9495 Baxter, MN 56425
westwoodps.com

Westwood Professional Services, Inc.

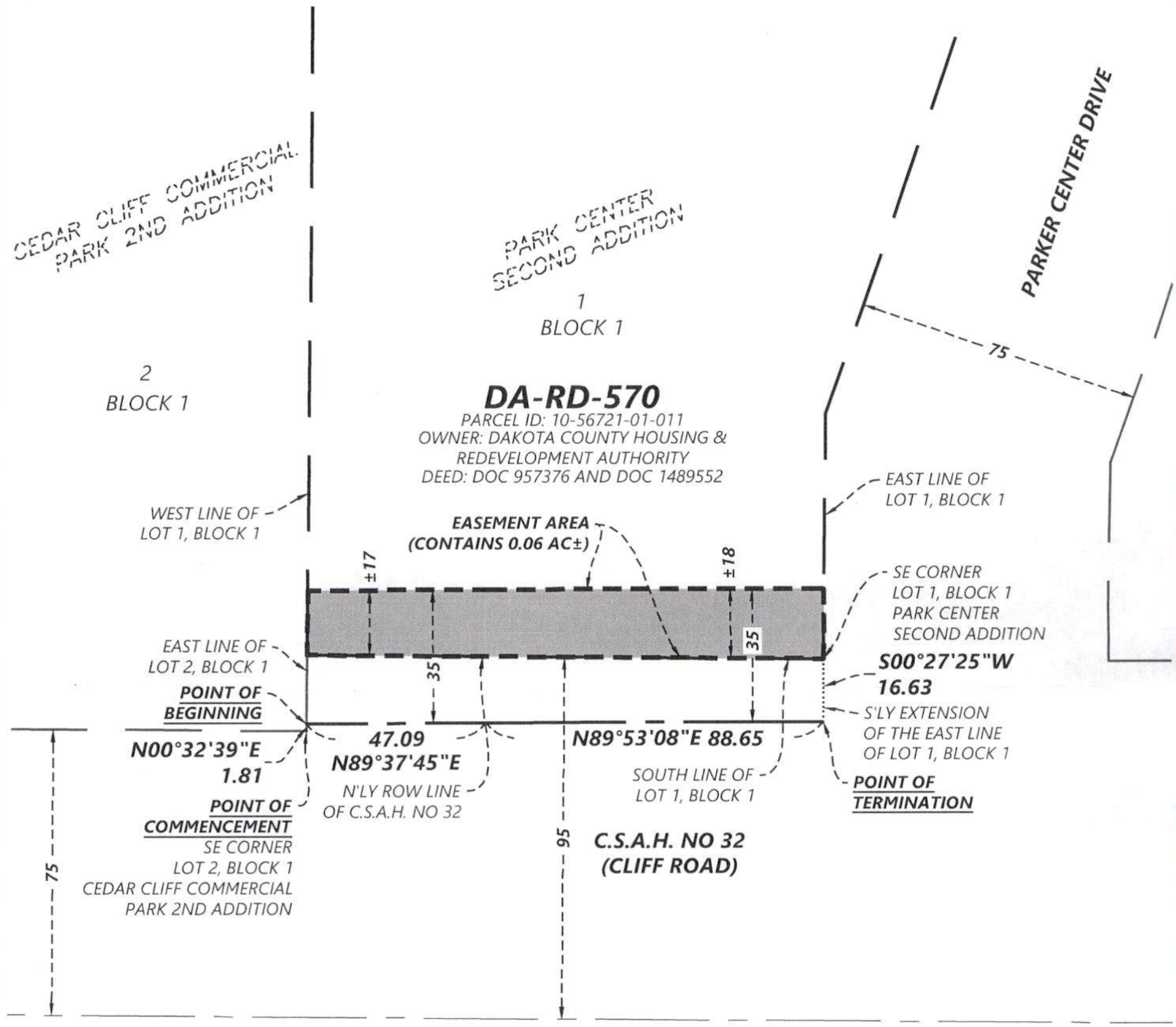
DAKOTA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

GREAT RIVER ENERGY™

WORK ORDER 210071	LOT 1, BLOCK 1, PARK CENTER SECOND ADDITION, DAKOTA COUNTY, MN
REVISIONS	
DATE 5/15/26	EXHIBIT B
DWG. NO. DA-RD-570 Aerial Exhibit	Drawn By: TFS

EXHIBIT B

EASEMENT NO. DA-RD-570



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT CENTERLINE
- EASEMENT TIE LINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- LOT LINES

GENERAL SURVEY NOTES

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0' 40'

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GREAT RIVER ENERGY℠

WORK ORDER 210071	LOT 1, BLOCK 1, PARK CENTER SECOND ADDITION, DAKOTA COUNTY, MN		
REVISIONS			Drawn By: TFS
	DATE 5/13/26	EXHIBIT B	DWG. NO. DA-RD-570

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026	Agenda #: 5E

DEPARTMENT: Community and Economic Development
FILE TYPE: Regular - Consent

TITLE
Recognition Of CDA Held Neighborhood Stabilization Rental Properties Meeting Program Requirements

PURPOSE/ACTION REQUESTED
Recognize CDA met all Neighborhood Stabilization Program (NSP) regulations and requirements for the NSP 1 funded rental properties held by the CDA.

SUMMARY
The U.S. Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) was created in 2008 to assist states and local governments in addressing the effects of abandoned and foreclosed properties. Dakota County CDA received $2,765,991 of HUD NSP 1 grant funds.

Per the agreement with HUD, the CDA used HUD NSP 1 funds to acquire foreclosed housing units and clear the properties. The vacant parcels were then sold to Twin Cities Habitat for Humanity to rebuild and sell new construction single family units to income eligible households.

Other eligible uses of HUD NSP 1 include acquisition, rehabilitation, and rental of housing units to income eligible renters. A four-plex located at 14349, 14351, 14353, and 14355 Hayes Road in Apple Valley (Hayes 4-Plex) was acquired by the CDA in April 2010, significantly rehabilitated July 2010, and rented to income eligible households. The first unit was placed into use on December 30, 2010, and the last unit was rented on March 17, 2011.

Additionally, HUD NSP 1 grant funds were utilized to acquire (November 2009), rehabilitate (completed Summer 2010), and rent a single-family property located at 17150 Hemlock Court in Lakeville (Hemlock Court) to income-eligible households. The Hemlock Court property was first rented on August 13, 2010. On April 19, 2011, a Declaration of Trust between the CDA as a Public Housing Agency and HUD went into effect that added the Hemlock property to the CDA Public Housing portfolio.

This request for board action formally recognizes and documents that the five NSP rental properties funded with HUD NSP 1 grant funds have met and completed the NSP program requirements. The most important requirement met was the 15-year period of affordability, which required the property to be available to persons at or below 120 percent area median income (AMI). In the NSP Agreement with HUD dated January 30, 2009, the CDA stated NSP rental properties would serve tenants at or below 50 percent AMI and operate like the CDA public housing portfolio, having tenants pay no more than 30 percent of income towards rent. The CDA Property Management Department was responsible for the compliance and management of the five units during the period of affordability, ensuring the units were occupied by income-eligible households.

CDA staff is currently working with HUD to formally close out the HUD NSP 1 grant. After HUD NSP 1 closeout, all records related to the acquisition, rehabilitation and use of HUD NSP 1 grants funds associated with the rental properties will be held for five years, per 24 CFR 570.506, 42 USC 12707(a)(4). In addition, the CDA will ensure that the Hayes 4-Plex property will adhere to the change of use requirement per 24 CFR 570.505(a). The Hemlock Court property was placed into the CDA's public housing portfolio April 2011 and later released as a Section 18 property as part of the RAD/DISPO program on August 1, 2020. The transition of the Hemlock Court property from the NSP Program to Public Housing to Section 18, LLC has been documented as part of the HUD NSP 1 closeout process.

RECOMMENDATION
CDA staff recommends the CDA Board formally recognizes the CDA has met the Neighborhood Stabilization Program (NSP) regulations and requirements related to the NSP HUD 1 funded rental properties in the CDA portfolio.

EXPLANATION OF FISCAL/FTE IMPACTS
None.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the U.S. Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) was created in 2008 to assist states and local governments in addressing the effects of abandoned and foreclosed properties; and

WHEREAS, the Dakota County CDA received $2,765,991 of HUD NSP 1 grant funds; and

WHEREAS, the CDA purchased the foreclosed properties located at 14349, 14351, 14353, and 14355 Hayes Road in Apple Valley (Hayes 4-Plex) in April 2010 and 17150 Hemlock Court in Lakeville (Hemlock Court) in November 2009 with HUD NSP 1 funds; and

WHEREAS, the CDA completed rehabilitation of the Hayes 4-Plex and Hemlock Court properties to be rented to households with incomes at or below 50 percent of area median income, per the NSP Agreement with HUD dated January 30, 2009; and

WHEREAS, NSP requires the rental properties to remain affordable to the target income group for a minimum of 15 years; and

WHEREAS, the Hemlock Court and the Hayes 4-Plex properties successfully completed their 15 years of NSP affordability respectively from August 31, 2025 through March 17, 2026; and

WHEREAS, CDA staff will ensure all post-close out HUD requirements are met related to HUD NSP 1 grant funds, including but not limited to records retention (24 CFR 570.506, 42 USC 12707(a)(4) and change of use (24 CFR 570.505(a)).

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Community Development Agency has met the Neighborhood Stabilization Program (NSP) regulations and requirements for the HUD NSP 1 funded rental units acquired, rehabilitated, and operated by the CDA.

PREVIOUS BOARD ACTION
10-4698; 2/9/2010
10-4765; 7/13/2010
11-4901; 4/19/2011

ATTACHMENTS
Attachment A: Period of Affordability Chart

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

Neighborhood Stabilization Program (NSP) HUD 1 Rentals

Properties serving as rental units for tenants at or below 50 percent of area median income (AMI)

Address	City	Initial Move in Date	Period of Affordability	End of Affordability
17150 Hemlock Ct	Lakeville	August 13, 2010	15 years	August 13, 2025
14349 Hayes Road	Apple Valley	January 24, 2011	15 years	January 24, 2026
14351 Hayes Road	Apple Valley	December 30, 2010	15 years	December 30, 2025
14353 Hayes Road	Apple Valley	March 17, 2011	15 years	March 17, 2026
14355 Hayes Road	Apple Valley	January 18, 2011	15 years	January 18, 2026

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 Agenda #: 5F

DEPARTMENT: Community and Economic Development
FILE TYPE: Regular - Consent

TITLE

Approval Of Contingent Redevelopment Incentive Grant Award for The City Of South St. Paul

PURPOSE/ACTION REQUESTED

Approval of $250,000 Redevelopment Incentive Grant (RIG) project award for the City of South St. Paul

SUMMARY

The Dakota County CDA RIG program was created in 2006 to provide a flexible funding resource to Dakota County cities for the redevelopment of blighted and under-utilized areas. The RIG program supports three types of redevelopment grants: planning, environmental investigation, and project.

The City of South St. Paul (City) requests $250,000 for the redevelopment of 4.25 acres located at 316 Malden Street (the Site). The Site is now vacant and owned by the South St. Paul Economic Development Authority (SSP EDA) but was previously occupied by various heavy commercial and industrial users. The SSP EDA has entered into a purchase agreement with Endeavor Holdings LLC (the Developer) to build a new 68,704 sq. ft. office-warehouse building (the Project). The SSP EDA received a RIG award of $175,000 in April to assist with the building demolition and asbestos abatement. The building has been demolished, and the asbestos has been abated. The SSP EDA is now seeking additional funding for geotechnical soil corrections and to remove contaminated soils and install a vapor mitigation system. Estimated total redevelopment costs have increased to over $11 million. The City is providing funding, and there are DEED grants, a Metropolitan Council grant, and developer equity committed to the Project. The current assessed value is $908,200 and the projected value of the Site after redevelopment in 2028 is approximately $8 million, with estimated annual property taxes of $205,000. The redevelopment is expected to create 40-60 new jobs that pay over $15 per hour.

The RIG program provides a maximum of $250,000 for redevelopment project grants. Redevelopment projects must have a minimum leverage of 2:1 ($2 dollar of non-RIG funding for every $1 of RIG funding), City Council approval, City support for the mission of the CDA, and the application must demonstrate other funding resources are used, the project can be completed in 12 months, the project has a defined economic benefit either through jobs or increased tax base, and/or the project improves or preserves the environment. The proposed Project meets the eligibility criteria. The requested RIG funds for the Project will be used for demolition and removal of the building and existing site improvements, and the removal of hazardous materials. Since the program began in 2006, the CDA Board has awarded over $16 million to 76 redevelopment projects, 30 planning activities, and 12 environmental investigation activities. This includes $2,797,419 previously awarded to the City of South St. Paul.

RECOMMENDATION

CDA staff recommends awarding the City of South St. Paul up to $250,000 in RIG funds for eligible activities related to the redevelopment of the 4.26-acre site as described in the City's application. The RIG award will be contingent on the applicant meeting all program guidelines, grant conditions, and entering into a grant agreement with the CDA.

EXPLANATION OF FISCAL/FTE IMPACTS

The current budget for RIG is $825,000 ($500,000 from the CDA and $325,000 from the County for the remainder of CY2026). If approved, this grant will be funded with the CDA's allocation of RIG funding. The remaining RIG budget would be $575,000.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

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

WHEREAS, to date, the RIG program has awarded over $16 million to 76 redevelopment projects, 30 planning activities, and 12 environmental investigation activities; and

WHEREAS, of the total awards, $2,797,419 has been awarded to the City of South St. Paul (the City) or developers operating in the city; and

WHEREAS, the CDA has $500,000 of available funds in its Fiscal Year Ending 2027 budget and Dakota County, through its Environmental Resources Department, has an additional $325,000 of remaining available funds for RIG projects that require environmental investigation and/or remediation; and

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

WHEREAS, the City of South St. Paul (the City) submitted an application on July 9, 2026, requesting $250,000 for the redevelopment of a 4.25-acre site at 316 Malden Street; and

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

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment A: City of South St. Paul RIG Application

CONTACT

Department Head: Lisa Alfson, Director of Community and Economic Development
Author: Margaret Dykes, Assistant Director of Community and Economic Development

DAKOTA COUNTY COMMUNITY DEVELOMENT AGENCY
REDEVELOPMENT INCENTIVE GRANT (RIG)
PROJECT APPLICATION

I. APPLICANT INFORMATION

Applicant	Organization: City of South St. Paul Contact Name: Monika Miller Address: 125 Third Avenue North, South St. Paul, MN 55075 Phone Number: (651) 554-3273 Email: mmann@southstpaul.org Authorized representative for execution of grant agreement and contract(s): Name: Ryan Garcia Title: City Administrator
Project Request	Name of Project: Concord Business Center Amount of RIG funding request: $ 250,000 Total redevelopment costs: $ 11,138,442

II. AREA OR SITE CONDITIONS

General location of Site (Property ID and/or Address):	316 Malden Street, South St. Paul, MN 55075 PIDs: 36-71500-18-350, 36-71500-18-050, 36-71500-11-060, 36-71500-11-050, 36-71500-11-040, 36-71500-11-030, 36-71500-11-020, 36-71500-11-010, 36-71500-11-070, 36-71500-11-080, 36-71500-11-090, 36-71500-11-100, 36-71500-11-110, 36-71500-11-120 & 36-71500-11-160
Legal Description of Site:	Lots Four (4), Five (5), Eight (8), Nine (9), Ten (10), and Eleven (11) in Block 11 in Spring Park, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota. Torrens Property Certificate of Title No. 187279 AND Lots 1, 2, 3, 6, 7, 12, 13,14,15,16, Block 11, Spring Park Addition, Dakota County, Minnesota Abstract Property AND

The CDA reserves the right to seek additional information after initial review of the application.

	Lots 1-5 and Lots 26-35, Block 18, Spring Park Addition, Dakota County, Minnesota. Abstract Property Along with the adjacent vacated alleys
Site size (acres):	4.20 acres
Number of parcels:	15
Number of buildings on Site:	1
Current Site owner:	South St. Paul Economic Development Authority
Current appraised or assessed value of the Project Area properties:	$908,200 (based on Dakota County's estimated land value)
Current property taxes of the Project Area properties	$0

III. REDEVELOPMENT PROJECT INFORMATION

Describe the city's goals and need for the Project including anticipated businesses, housing units, and other proposed components. Please explain the public benefit of the Project.	According to the South St. Paul 2040 Comprehensive Plan, the Interstate 494 Corridor, where the Concord Business Center redevelopment is located, is an important gateway to the community and presents a unique opportunity to showcase high-quality redevelopment. Located just off the Concord Street exit from I-494, the property serves as a prominent entrance to South St. Paul and is one of the most visible sites in the city. As a result, it plays a significant role in shaping perceptions of the community throughout the region. Redevelopment of the site from an outdoor storage yard with a dilapidated building into a modern light industrial facility is a key project for improving the city's image along the corridor. This vision aligns with the City's Economic Development Strategy, which emphasizes attracting new businesses, and the development concept for the property as outlined in the recently completed South Concord Corridor Small Area Plan. The project will provide substantial public benefits, including a significant expansion of the property tax base, removal of blighting conditions, improved surface water quality, reduced public health and safety risks through environmental remediation, creation of new family-supporting jobs,

	and encouragement of additional light industrial investment and development in the surrounding area.
Provide a brief history of the site including previous uses, activities, prior or existing contamination, and other attempts at redevelopment	The property has a long history of industrial use dating back to the 1920s. The building that remains on the site today was originally constructed as a streetcar maintenance facility and was later adapted for office and industrial uses. Over time, all other structures and site improvements were demolished. Because documentation related to those demolition activities could not be located, it is possible that subsurface foundations, building debris, or other remnants remain. As the former buildings were removed, the site was gradually converted into an outdoor storage yard, which expanded over time to occupy much of the property. The legacy of the previous uses has contributed to the site's current condition and underscores the need for redevelopment and environmental remediation. The City of South St. Paul previously considered developing a maintenance facility on the property in 2023, but the City elected to not move forward with those plans for various reasons. Besides the City plans, no other developer has attempted to redevelop the site due to the challenging environmental conditions present.
Describe the Project including the type of redevelopment that will occur, how the Project will improve site conditions, how the Project will improve economic opportunity in the community.	The Concord Business Center will transform a long-vacant and underutilized site into a new Class A office and warehouse development totaling approximately 70,000 square feet. The project will deliver significant benefits to the community by addressing environmental hazards that have persisted on the property for many years and returning the site to productive use. In addition to environmental remediation, the development will generate substantial private capital investment and support long-term economic growth within the City of South St. Paul. The project will enhance a prominent gateway corridor, improve the image of the community and encourage additional investment and redevelopment in the surrounding area. Upon completion, the Concord Business Center will provide a modern, flexible industrial space for businesses seeking to relocate, expand, or establish operations within South St. Paul and Dakota County. The project will strengthen the local tax base, support job creation, and contribute to the continued economic vitality of the region.

The CDA reserves the right to seek additional information after initial review of the application.

Describe the specific components or activities that are part of the Project, e.g. soil remediation, removal of obsolete structures, creation of new jobs, creation of new housing, etc.	Soil remediation, installation of a vapor mitigation system for the new building, creation of new jobs, construction of an underground stormwater retention system, expansion of property tax base, and creation of employment center to generate new jobs.
What is the end use of the Project site? Please be specific.	The Concord Business Center will be a modern, 70,000 square feet office and warehouse development designed to meet the evolving needs of today's industrial users. In recent years, businesses throughout the market have increasingly sought flexible, high-quality space that can accommodate a variety of operational requirements. This shift in demand has contributed to a shortage of modern office/warehouse facilities across the Minneapolis-Saint Paul metropolitan area. The Concord Business Center is specifically designed to address this market need by providing adaptable, functional space that supports the growth and success of a diverse range of tenants.
After redevelopment is completed, will properties in the Plan Area be publicly or privately owned?	☐ Publicly owned ☒ Privately owned
Is demolition of slum or blighted buildings or other structures an activity of the Project?	☐ Yes ☒ No
If Yes, please describe.	The recently demolished building that was on site was originally constructed in the 1920s as a streetcar maintenance facility. After serving a variety of industrial and commercial uses over the years, the property sat vacant for several years and the building fell into significant disrepair. The structure no longer met the needs of users and was both functionally obsolete and physically deteriorated. As a result, rehabilitation is not economically feasible. The building was demolished in May – June 2026 to prepare the property for redevelopment and productive future use.
Describe how the Project will make more efficient use of the site.	Until recently, the majority of the 4.2-acre project site was utilized for exterior storage except for the small, blighted building from the 1920s. The use of the property was not efficient, nor did it contribute to a healthy and productive local economy. The Concord Business Center will maximize the efficiency of the site by creating a modern, 70,000 industrial facility that will

The CDA reserves the right to seek additional information after initial review of the application.

	create 40+ new jobs and contributing to the local tax base.
Post-redevelopment Site Owner(s): *If end user has committed, attach documentation of commitment.*	Endeavor Development, LLC, 200 Southdale Center, Minneapolis, MN 55435
Identify any other Project partners such as developers, consultants, and regulating/permitting agencies	NOVA Group (Environmental), WSB (Geotechnical), Rehder & Associates (Site and Civil), CBRE (Real Estate and Leasing)

IV. ELIGIBLE ACTIVITIES

- Please check all activities that apply, briefly describe the activity, and provide the dollar amount requested for the activity. Please see the "***Redevelopment Incentive Grant Policy and Procedures Guide"*** for a description of the eligible activities.
- Please provide any documents that support the need for the RIG funds, e.g. development plans, site plans, environmental documentation, etc.

	Eligible Activity	Description	RIG Funding Requested
☐	Acquisition	Click or tap here to enter text.	$0
☐	Relocation Payments	Click or tap here to enter text.	$0
☐	Clearance and Demolition	Click or tap here to enter text.	$0
☐	Environmental Investigation	Phase 1/Phase 2/RAP completed	$0
☒	Environmental Remediation	Excavation, transport and disposal of contaminated soils, installation of intrinsically safe vapor mitigation system for proposed building	$30,148
☐	Necessary Public Infrastructure	Underground stormwater	$0
☒	Geotechnical Soil Corrections	Ground improvement system to support foundations/floor slabs	$219,852

V. ACQUISITION AND RELOCATION ACTIVITIES

If the Project includes property acquisition, clearance and/or construction activities, describe how owners, tenants, and	Not applicable. There are no relocation activities because the existing property is vacant.

The CDA reserves the right to seek additional information after initial review of the application.

businesses will be temporarily or permanently relocated.	
When has/will the acquisition be completed?	Q1 2027
Attach the relocation plan, if applicable.	N/A

VI. PROJECT ENVIRONMENTAL INFORMATION

Has an environmental assessment been completed for the Project?	☒ Yes ☐ No
If so, what level of investigation was done as part of the Project?	Environmental Phase 1 and Phase 2. Vapor and ground water investigation.
Has contamination been found on the Project Site or is contamination suspected to be on the Site?	☒ Yes ☐ No
If contamination has been found or is suspected, please briefly describe the contamination.	• Regulated fill not meeting exceedances within the northern and south-central portions of the site consist of elevated PID readings (> 10 ppm but < 200 ppm), black staining, petroleum odors, and/or debris (glass, clinkers, ash and concrete). • Regulated fill within the north-central and southern portions of the consist of DRO above the MPCA's unregulated fill criteria of 100mg/kg, lead between the RR-SRV and CI-SRV, arsenic above the BTV and Screening SLV, and/or chromium above the BTV • Regulated fill north of the existing building at the northwest portion of the site consists of an elevated PID reading of 5,560 ppm • Regulated fill at the south-central portion of the site is contaminated with lead • Regulated fill at the south-central portion of the site at 6+ feet below grade may be disturbed for utilities or

	stormwater management; these soils consist of elevated PID readings (> 10 ppm but < 200 ppm), black staining, petroleum odors, and DRO/GRO above 100 mg/kg • Regulated fill at the northwestern and northeastern portions of the site at 6+ feet below grade consist of elevated PID readings (> 200 ppm), DRO, and GRO concentrations. The northwestern portion is associated with a closed leak site. • Concentrations of DRO, GRO, and VOCs, including petroleum free product, were documented in groundwater above the MCES discharge limitations in the northern portion of the Site
Does your Redevelopment Project include the cleanup of contaminated soils, hazardous waste or materials?	☒ Yes ☐ No
If yes, please describe information on the type of cleanup, what measures have been taken to address the contamination, consultant reports, and/or Response Action Plan.	• Any soil with visual indications of contamination or with measurable concentrations of organic vapor concentrations {generally in excess of background concentrations {1 to 2 parts-per-million (ppm)} and/or visible debris will be segregated and characterized for off-site disposal at an approved Industrial Waste Landfill facility, or potentially for re-use under impervious parking surfaces. • The hazardous lead soil identified from 2 to 3.5 feet bgs at PB-7 will be stabilized by treating the soil with chemical binders or reagents to reduce lead mobility, leachability, and bioavailability, rendering it non-hazardous for disposal or reuse. See RAP and Construction Contingency Plan for additional information about clean up.
Describe positive environmental impacts of the activities that are part of the Project.	The project will include the removal of contaminated soils, capping of areas containing intermixed and residual contamination, and implementation of vapor mitigation measures to address soil vapor impacts. These activities will significantly

The CDA reserves the right to seek additional information after initial review of the application.

	reduce potential exposure pathways, mitigate explosive and safety risks, and improve environmental conditions across the site, allowing the property to be safely redeveloped for productive use.

VII. HOUSING AFFORDABILITY INFORMATION

Indicate the number of housing units planned in the Project, if any. *Attach separate sheet if necessary.*

Unit Type	Total # of Units	# of Owner Units	# of Rental Units	Proposed Rents/ Sales Prices
Single Family	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Townhouse	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Apartments/Condominiums	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Duplexes	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other:	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Will there be any mechanisms to ensure long-term affordability?

☐ Yes

☐ No

If yes, please describe. Click or tap here to enter text.

VIII. ECONOMIC BENEFITS

Projected appraised or assessed value of the Site after redevelopment:	$ 8,006,600 Pay Year: 2028
What will be the estimated property taxes after redevelopment?	$ 205,000 Pay Year: 2028

The CDA reserves the right to seek additional information after initial review of the application.

Estimate the number of new jobs on the Project Site created after redevelopment.	Total new jobs (FTEs only) = 40 to 60 FTE jobs upon fully occupancy
Number of new jobs with wages greater than $15.00 per hour	40 to 60 jobs
Estimate the number of jobs retained on the Project Site after redevelopment.	Not Applicable
Number of retained jobs with wages greater than $15.00 per hour	Not Applicable

IX. PROJECT SOURCES AND USES

Itemize all funding sources for the Project and the Activities identified as part of the Project. **Please include the requested RIG funds in the total**.

Source of Funds	Amount	Committed	Pending
Bank Loan	$ 5,764,438	☐	☒
Private Equity	$ 3,103,928	☒	☐
Met Council - Livable Communities Development Grant	$ 694,266	☐	☒
DEED Contamination	$ 925,335	☐	☒
DEED Redevelopment	$ 400,475	☐	☒
Dakota County	$ 250,000	☐	☒
Total:	**$ 11,138,442**		

Itemize all Project expenses for the Project and the Activities identified as part of the Project. Be as detailed as possible. **Please include the requested RIG funds in the Funding Sources column.**

Project Activities/Expenses	Amount	Funding Source
Contaminated Soil Cleanup	$ 1,295,755	DEED, Met Council, Dakota County, Private
Construction (Building)	$ 8,798,366	Private
Vapor Mitigation	$ 342,245	DEED
Site Work, Soil Correction	$ 632,076	DEED, Dakota County
RAP Oversight, Testing, MPCA Reporting	$ 70,000	Private
Click or tap here to enter text.	$ Click or tap here to enter text.	Click or tap here to enter text.
Total:	**$ 11,138,442**	

The CDA reserves the right to seek additional information after initial review of the application.

List other sources of funds requested or considered but not obtained for the Project, and explain why they were not obtained, to the best of your knowledge. (The purpose of this question is to ensure all other funding sources have been exhausted.)
Click or tap here to enter text.

X. PROJECT READINESS TO PROCEED

Please provide a detailed timeline of the Project with all actions, phases, and anticipated dates for completion.	See Attachment A for the project timeline
Please indicate whether any of the following entitlement or due diligence actions are required or have been completed for the Project:	
☐ Comprehensive plan amendment: Status: Not Applicable ☒ Zoning amendments or variances: Status: PUD zoning application to be completed in winter of 2027.	☒ Environmental review: Status: RAP submitted to MPCA on May 5th, 2026. ☒ Market or feasibility study: Status: Completed
If the activity that is to receive RIG funding will not be completed in 12 months, please explain why. (NOTE: The RIG program requires all RIG-funded activities to be completed within a 12-month period)	

REQUIRED ATTACHMENTS

1. City Resolution approving application.
2. Location map of Site. Include property boundaries, north arrow, and bar scale.
3. Photos of the Site's current conditions.
4. Proof of property ownership, e.g. tax statement, purchase agreement, closing statement, etc.
5. Current and proposed Site Plan.
6. Copies of environmental investigation reports, if available.
7. Letter or report showing economic benefits of redevelopment project.

CDA NOTE: Due to the size of the application, only excerpts are included in the CDA Board packet. Please contact the CDA if to see the entire application.

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2026-14

APPROVAL TO SUBMIT A REDEVELOPMENT INCENTIVE GRANT APPLICATION TO THE DAKOTA COUNTY CDA FOR THE CONCORD BUSINESS CENTER REDEVELOPMENT PROJECT

WHEREAS, the South St. Paul Economic Development Authority (the "EDA") has identified a proposed project, the Concord Business Center development (the "Project"), within the City of South St. Paul that meets the Dakota County Community Development Agency (CDA) Redevelopment Incentive Grant program's purposes and criteria; and

WHEREAS, the EDA has established a Redevelopment Plan, the South Concord Corridor Small Area Plan, of which the Project is a component; and

WHEREAS, the EDA has the capability and capacity to ensure the Project be completed and administered within the Redevelopment Incentive Grant program guidelines; and

WHEREAS, the EDA has the legal authority to apply for financial assistance; and

WHEREAS, the EDA is supportive of affordable housing and of the CDA's mission, to improve the lives of Dakota County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the South St. Paul Economic Development Authority approves the application for funding from the Dakota County CDA Redevelopment Incentive Grant program.

BE IT FURTHER RESOLVED that upon approval of its application by the Dakota County CDA, the President and Executive Director are hereby authorized to execute such agreements as are necessary to receive and use the funding for the Project.

Adopted this 6th day of July, 2026.

President, James P. Francis

Executive Director, Ryan Garcia

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF SOUTH ST. PAUL

I do hereby certify the above resolution is a true and accurate copy of the Resolution adopted by the Economic Development Authority in and for the City of South St. Paul at an authorized meeting held on the 6th day of July as shown by the minutes of the meeting in my possession.

Dated this 6 day of July, 2026

Deanna Werner

Deanna Werner, City Clerk

ATTACHMENT A – PROJECT SCHEDULE

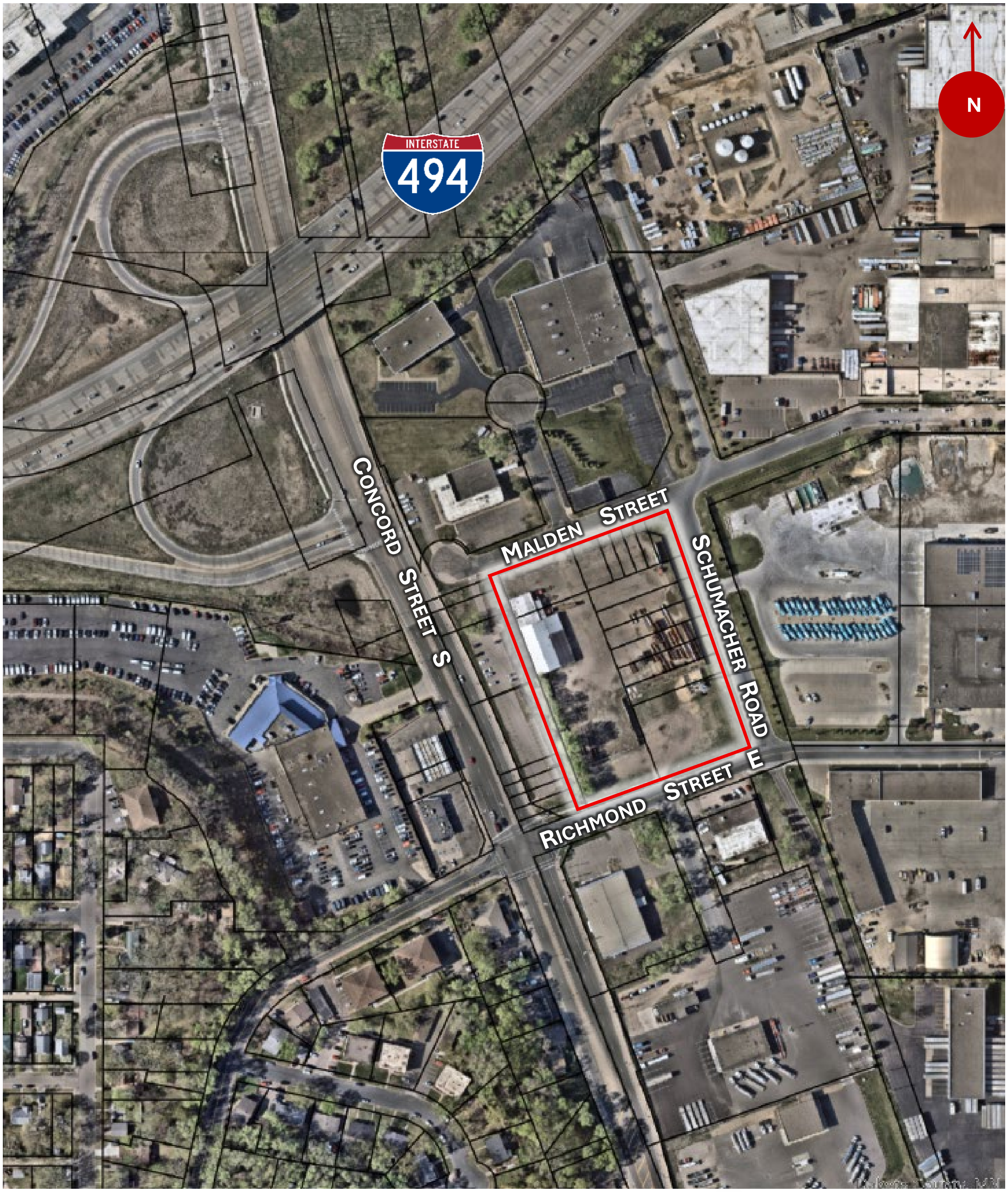
316 Malden Street Redevelopment – South St. Paul

Scheduled Tasks

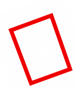
Task	2026												2027											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
City Acquisition (June 2023)																								
Asbestos Abatement					x	x																		
Building Demolition						x	x																	
RAP Approval								x	x															
Developer Closing/Development Agreement										x	x	x	x	x	x									
Site Work / Cleanup Implementation														x	x	x	x	x	x					
Construction																x	x	x	x	x	x	x	x	
Certificate of Occupancy Obtained																								x

ATTACHMENT B – Location Map

316 Malden Street Redevelopment – South St. Paul



1 inch equals 300 feet



: 316 Malden Street E.

ATTACHMENT C – Photos of Current Site Conditions

316 Malden Street Redevelopment – South St. Paul

316 Malden from Richmond Street Looking North

316 Malden from Richmond Street Looking Northwest

ATTACHMENT F – Proposed Site Plan (Endeavor Concept)

316 Malden Street Redevelopment – South St. Paul

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 5G

DEPARTMENT: Community and Economic Development
FILE TYPE: Regular - Consent

TITLE

Authorization To Execute Compliance Monitoring Contract For The Low Income Housing Tax Credit Program

PURPOSE/ACTION REQUESTED
Authorize the Executive Director to execute a compliance monitoring services contract with Janken Housing Solutions for the Low Income Housing Tax Credit Program.

SUMMARY
The Dakota County CDA is a Suballocator of Low Income Housing Tax Credits (LIHTC). As Suballocator of the LIHTC Program, the CDA is responsible for allocating the tax credits and monitoring compliance of LIHTC Program participants within the provisions of Section 42 of the Internal Revenue Code of 1986, as amended (Code).

The responsibilities of LIHTC compliance monitoring include: completing site visit inspections and tenant file reviews every three years and each new LIHTC property must be inspected within the first two years of completion; completing annual desk audits of required documents; providing and submitting required reports; providing annual trainings for program participants; maintaining the Housing Tax Credit Compliance Manual; being knowledgeable of LIHTC rules and trends; being familiar with Minnesota Housing Finance Agency's process and requirements for the State LIHTC Program; and staying connected with CDA staff.

The CDA has contracted for compliance monitoring services for the LIHTC Program for several years. Janken Housing Solutions currently completes compliance monitoring for the LIHTC Program and that contract is expiring. A Request for Proposals (Attachment A) was released in July to solicit responses for compliance monitoring services. The RFP was posted on the CDA and Dakota County websites, sent to several compliance contractors and a public notice was published in the Minnesota Star Tribune.

One proposal was received by the proposal submission deadline from Janken Housing Solutions. The proposal was reviewed and scored by CDA staff based on several criteria including experience and qualifications, work plan and reasonableness of cost of services. A summary of the price proposal is included in Attachment B. Janken Housing Solutions is based in the Twin Cities and has successfully contracted with the CDA for LIHTC compliance monitoring since 2010. Janken Housing Solutions has strong knowledge of LIHTC compliance requirements and of the processes both nationally and in Minnesota.

RECOMMENDATION
Staff recommends the CDA Board of Commissioners authorize the Executive Director to enter into compliance monitoring contract for the LIHTC Program with Janken Housing Solutions.

EXPLANATION OF FISCAL/FTE IMPACTS
The fees for the LIHTC Program compliance monitoring is paid directly by the LIHTC property owners.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the Dakota County Community Development Agency (CDA) issued a Request for Proposals seeking the services of qualified contractors for the Low Income Housing Tax Credit Program (LIHTC Program) compliance monitoring; and

WHEREAS, one proposal was received by the proposal submission deadline for LIHTC Program compliance monitoring; and

WHEREAS, CDA staff reviewed and evaluated the proposal thoroughly and based on experience and qualifications, work plan and reasonableness of costs is recommending Janken Housing Solutions be awarded the service contract for LIHTC Program compliance monitoring for the next three years.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to execute a contract with Janken Housing Solutions for LIHTC Program compliance monitoring services.

PREVIOUS BOARD ACTION
21-6467; 9/21/2021

ATTACHMENTS
Attachment A: Request for Proposals Document
Attachment B: Price Proposal

CONTACT
Department Head: Lisa Alfson, Director of Community and Economic Development
Author: Kathy Kugel, Housing Finance Manager

Dakota County
Community Development
Agency
CDA

1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

August 10,2026

ADDENDUM: LOW INCOME HOUSING TAX CREDIT PROGRAM COMPLINACE MONITORING SERVICES REQUEST FOR PROPOSAL

On July 13, 2026, the Dakota County CDA issued a Request for Proposals (RFP) from qualified contractors to perform site physical inspections and provide tax compliance monitoring services in connection with its low-income housing tax credit (LIHTC) program in Dakota County, Minnesota.

Proposals are due: August 13, 2026, by 4:00 pm Central Time

Two addendums to the original RFP are made to Section III. General Information, A. Scope of Services Required and will read as follows (changes are in bold):

- III.A.(3) At least once every three (3) years, review tenant files, including but not limited to the annual income certification, the documentation received by the owner as support certification, and the rent records for at least 20% of the HTC tenants in a project. ~~**For projects subject to their first tenant file review of where 100% of the units are HTC units, 50% of tenant files will be subject to review.**~~

- III.A.(4) At least once every three (3) years, conduct an on-site physical inspection of each project. Such inspections will include all buildings in a project~~,~~ **and** all common areas~~, and~~**. For smaller projects** at least 20% of the HTC units in the project **must be inspected**. **For larger projects, Revenue Procedure 2016-15 established a schedule of the minimum number of units that must be inspected based on the number of low-income units in the project.**

Dakota County
Community Development
Agency
CDA

1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

LOW INCOME HOUSING TAX CREDIT PROGRAM
COMPLINACE MONITORING SERVICES REQUEST FOR PROPOSAL

RFP Issue Date: July 13, 2026

Submission Due Date and Time: August 13, 2026, by 4:00 pm Central Time

Email Proposal Documents to: Kathy Kugel, Housing Finance Manager, kkugel@dakotacda.org

Anticipated Contract Start Date: October 1, 2026

I. INTRODUCTION

The Dakota County Community Development Agency (DCCDA) is requesting proposals (RFP) from qualified contractors to perform site physical inspections and provide tax compliance monitoring services in connection with its low-income housing tax credit (LIHTC) program in Dakota County, Minnesota.

II. BACKGROUND

A. **Purpose**. Section 42 of the Internal Revenue Code of 1986, as amended (Code), established the LIHTC Program. The Internal Revenue Service (IRS), as part of Treasury, administers the LIHTC Program. The LIHTC Program grants owners of rental properties substantial credits against their federal income tax liability in exchange for leasing affordable rental housing units to qualified low-income households and individuals.

Pursuant to Minnesota Statutes, Sections 462A.221 to 462A.225, as amended (Act), the DCCDA is authorized to act as the housing credit agency for purposes of Section 42 of the Code with respect to the low-income housing tax credits (HTC) suballocated to Dakota County. The DCCDA allocates HTCs and monitors projects pursuant to Section 42, the Act and the DCCDA's Housing Tax Credit Qualified Allocation Plan (QAP) and Procedural Manual as amended from time to time and the rules promulgated thereunder.

Section 42 and applicable Treasury Regulations, including without limitation, Treasury Regulations § 1.42-5 (Regulations) require, among other things, that DCCDA or its "Authorized Delegate" conduct periodic site inspections of tax credit properties. The purpose of these inspections is to ensure compliance with the habitability and occupancy standards established by the LIHTC Program. Section 42 and the Regulations also require DCCDA or its Authorized Delegate to conduct an ongoing review of annual certifications and related supporting documents submitted by owners of their compliance with the provisions of the Code. Owners are required by the Code to certify annually to DCCDA, or its Authorized Delegate, their compliance with the various provisions of the Code governing tenant income eligibility, rent eligibility, utility allowances, fair housing, habitability, document retention and other specific Code requirements.

This RFP seeks services of a qualified Contractor to undertake, as DCCDA's Authorized Delegate, physical inspections and tenant file review, annual desk audits, review of the annual Owner's Certificate of Continuing Program Compliance form and supporting documentation of properties owned by LIHTC Program Participants in Dakota County, and annual general tasks (e.g. update Compliance Manual, prepare Part III of 8610, etc.), all in accordance with the requirements of Code and Regulations.

B. **Organization.** The DCCDA is a special-purpose unit of local government with the express limited purpose of serving the citizens of Dakota County, Minnesota through the administration of affordable housing and community development programs. The DCCDA is an HTC suballocator for affordable housing projects located in Dakota County. The DCCDA is governed by an eight-member Board of Commissioners (Board). The DCCDA Board is responsible for authorizing the allocation of HTCs and all other acts in connection with the administration of the LIHTC program. Within DCCDA, the Community & Economic Development Department is responsible for administering the LIHTC Program and monitoring compliance by LIHTC Program Participants within the provisions of the Code. Specific information on the administration of the LIHTC Program in Dakota County may be found in DCCDA's QAP.

III. GENERAL INFORMATION

A. **Scope of Services Required.** The DCCDA anticipates the need for a Contractor to undertake site inspections and compliance monitoring services in connection with administering its LIHTC program, which includes approximately 3,800 housing units in 58 projects. This includes a few projects funded through the Section 1602 and Tax Credit Assistance Program (TCAP) that require monitoring. A detailed list of these properties is attached for information purposes as **Exhibit A** to the RFP.

The Contractor, on behalf of the DCCDA, will perform site inspections and monitor projects for noncompliance in accordance with Section 42(m) of the Code, Treasury Regulation Section 1.42-5 and any other applicable regulations. The Contractor shall perform such duties in accordance with the Section 42 Housing Tax Credit Program Compliance Manual.

(1) Review annual certification submitted by project owners. Annual certifications shall include, but are not limited to, the number of units set aside, tenant name(s), household information, rents, utility allowance or cost, amount and sources of income, and unit information.

(2) Conduct first compliance on-site monitoring inspection. Such inspection will include, but is not limited to, a review of tenant files and physical inspection of 20% of the HTC units.

(3) At least once every three (3) years, review tenant files, including but not limited to the annual income certification, the documentation received by the owner as support certification, and the rent records for at least 20% of the HTC tenants in a project. For projects subject to their first tenant file review of where 100% of the units are HTC units, 50% of tenant files will be subject to review.

(4) At least once every three (3) years, conduct an on-site physical inspection of each project. Such inspections will include all buildings in a project, all common areas, and at least 20% of the HTC units in the project.

(5) Upon request, provide data to the DCCDA staff and as needed provide guidance/support to DCCDA staff and/or tenants on LIHTC compliance questions/concerns.

(6) Proposals may include other services, if the Proposer recommends additional services to meet the DCCDA's Section 42 compliance monitoring obligations.

B. <u>Term of Agreement.</u> Subject to approval of counsel to the DCCDA, the Executive Director will be authorized to negotiate an agreement between the DCCDA and the selected Contractor. The DCCDA will execute an agreement with the contractor for a term of three (3) years with the option to renew the contract beyond its initial contract period for a maximum of two (2) one-year periods which may be authorized by the DCCDA. Any such agreement shall provide that the DCCDA will retain the right to terminate such agreement for any reason and at any time upon payment of fees and expenses then due and payable.

C. <u>Contractor Responsibilities.</u> The Contractor will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DCCDA with regard to contractual matters. The Contractor shall be responsive, provide feedback regarding deficiencies and be proactive and ready to respond to questions as they arise.

The Contractor shall report, via email message, any current inspection protocol standards (i.e., National Standards for the Physical Inspection of Real Estate (NSPIRE), previously it was Uniform Physical Condition Standards (UPCS)) inspection deficiencies within 36 hours to the Program Manager at the DCCDA to ensure the deficiency can be resolved swiftly.

D. <u>Non-discrimination and equal opportunity.</u> The DCCDA does not discriminate in the selection of a Contractor for services on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, disability, sexual orientation, gender identity or age. Contractors selected must agree to comply with all applicable federal and state equal opportunity and affirmative action laws, ordinances, directives and regulations.

E. <u>Subcontracting.</u> The Contractor shall not sub-consult or sub-contract any services under the agreement unless authorized in writing by the DCCDA. The Contractor shall provide written notice to the DCCDA and obtain the DCCDA's written authorization to sub-contract any work or services to be provided to the DCCDA. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the DCCDA.

F. **<u>Conflict of Interest/Code of Ethics.</u>** The DCCDA and the Contractor are required to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the Contractor represents any other party or other client whose interests are adverse to the interests of the DCCDA. Matters in which a conflict of interest arises shall be governed by Minnesota Statutes, Section 469.009.

Proposer shall disclose, as part of their technical proposal, a list of properties where the Proposer maintains a current contractual relationship or had a previous contractual relationship with either the owner or managing agent of the property or have conducted prior inspections of the property for other entities within the past three (3) years of the closing date of this RFP. In addition, Proposer shall review **Exhibit A** and disclose, as part of their technical proposal, a list of prior or ongoing business relationships with owners or managers of properties listed in **Exhibit A** that could cause a conflict of interest. Because of the limited number of qualified Contractors and because of the potential conflict of interest, Proposer shall detail in their proposal their option for dealing with the potential conflict.

The successful Contractor who is awarded the contract has a continuing obligation to disclose to DCCDA the above information through the term of the contract and subsequent renewals, if any.

The Evaluation Panel will make a determination as to whether a conflict of interest exists. If it is determined that there is a conflict of interest, and that conflict of interest cannot be resolved, The Evaluation Panel may reject the offer. If a conflict arises during the term of the contract or any subsequent renewals, DCCDA reserves the right, in its sole discretion, to terminate the contract if the conflict cannot be resolved to DCCDA's satisfaction.

G. **<u>Record/Reports/Audits.</u>** All books, records, documents and accounting procedures of the selected contractor related to the agreement with the DCCDA shall be subject to examination by the DCCDA and the contractor must agree that the DCCDA, Minnesota Housing Finance Agency, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to the services of the contractor to the DCCDA for a period of six (6) years after the final payment is made to contractor.

IV. REQUEST FOR PROPOSALS INSTRUCTIONS

A. **<u>Proposal Form and Format.</u>** Email a pdf copy of the full proposal to Kathy Kugel, Housing Finance Manager, Department of Community and Economic Development of the DCCDA, at kkugel@dakotacda.org.

B. **<u>Deadline For Submission.</u>** The deadline for submission in response to the Request for Proposal is no later than 4 P.M. Central Time on August 13, 2026.

C. **<u>General Information.</u>** The DCCDA reserves the right to cancel this RFP at any time prior to contract award. The DCCDA also reserves the right to accept or reject any (or all) proposals submitted. Information contained in the proposals is intended to serve only as a general description of services to be provided, and the DCCDA may also use the responses as a basis for further negotiation of an agreement with the contractor. The issuance of this request does not obligate the DCCDA to award an agreement or pay for any costs incurred with the preparation of the response.

D. Public Record/Confidentiality. Information supplied by each Proposer to the DCCDA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). Quotes submitted become a matter of public record as set forth therein. Such information shall become public unless it falls within one of the exceptions in the Act. If a Proposer believes any non-public information will be supplied in response to this RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the DCCDA which data, if any, falls within exceptions to the Act. However, the Proposer agrees as a condition of submitting a response that the DCCDA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the response submitted.

The DCCDA will not consider any cost information and references submitted by the Proposer to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

V. REQUESTED INFORMATION

The Contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in the Section titled "EVALUATION OF PROPOSALS."

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

A. Executive Summary. Include a clear statement of the Contractor's understanding of the RFP including a brief summary of the Scope of Services. At a minimum, include an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

B. Scope of Services. Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables. Section III.A. outlines the Scope of Services required. Indicate if any proprietary software or other technology is used by the Proposer and if this is necessary for the successful provision of the services. Proposer may also include suggestions on how to make compliance more efficient for property management/owners as well as for the Proposer when there are overlapping compliance layers from other funding sources (e.g., HOME Program, local HOPE Program, etc.).

C. Experience and Capacity. Describe background and related experience demonstrating ability to provide required services. Indicate if contractor expansion is required to provide services. Indicate past experience, if any, with the DCCDA and its processes and procedures.

D. References. List references from projects similar in size and scope.

E. Personnel Listing. Identify individuals that will be assigned to this work, including any subcontractors, with resumes and specific applicable experience.

F. Conflict of Interest Disclosure. The Proposer shall submit a list of any potential conflicts of interest arising from business relationships between the Proposer and any properties listed on Exhibit A. See Section II.F. In addition, the Proposer shall provide an option to accommodate the conflict.

G. Cost/Fees. Indicate proposed cost of service including a description of how costs were determined; hourly rates and minimum billing increments, if any; direct costs and payment billing schedule; list of charges per classification of employee.

H. Contractor Financial Information. Proof of financial responsibility and capacity, including any bankruptcy filings by the contractor, its principals and officers during the previous seven years.

VI. COMPENSATION

It is the DCCDA's expectation that all compensation to be paid to the Contractor for LIHTC program monitoring services will be billed by the contractor to the owners of the projects being monitored in accordance with Section 42 and payable solely by those owners and that the DCCDA will not have any liability for such payments.

VII. REVIEW

Proposals will be reviewed by an Evaluation Panel made up of representatives of the DCCDA. The panel will select a preferred contractor based upon the contents of the written proposal and the DCCDA's past interactions with the Proposers. The DCCDA may conduct interviews with Proposers if DCCDA deems it necessary.

Evaluations will be scored on the required criteria listed in the Section titled "PROPOSAL FORMAT," **AND** the following:

A. Quality, thoroughness, and clarity of proposal.

B. Qualifications, credentials, licenses, and experience of staff (includes a review of references).

C. How well the Scope of Services offered meets the DCCDA's objectives.

D. Financial responsibility and capacity of contractor including whether the contractor, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven (7) years of the date of this RFP.

E. Organization and management approach and involvement for successful delivery of services.

F. Reasonableness of cost of services proposed based on a comparison of prices among available information on market rates for similar services.

G. Use of technology to complete on-site property inspections and file review, and to analyze, share and manage data with the DCCDA, Minnesota Housing Finance Agency, owners, property managers and IRS.

H. Specificity and quality of methods used to manage, protect and secure data.

I. Review of references including existing client's previous Section 42(m) monitoring experience and on-site monitoring audits.

J. Insurance coverage as defined for the services.

VIII. ADDITIONAL INFORMATION

For additional information concerning this RFP, please contact Kathy Kugel, DCCDA Department of Community & Economic Development, at 651-675-4478 or email at kkugel@dakotacda.org.

Exhibit A. Detailed List of Properties for the Low Income Housing Tax Credit Program, Dakota County (as of June 2026)

No.	First Credit Year (earliest year for any BIN)	Property name	Owner Name	Total Property Units	Total HTC Units	Year 15	Most Recent Physical Inspection Year	Most Recent 20% Tenant File Review Year
1	1992	Parkside Townhomes	Dakota County Workforce Housing LLC	22	22	2006	2023	2023
2	1994	Glenbrook Townhomes	Dakota County Workforce Housing LLC	39	39	2008	2023	2023
3	1996	Lakeville Court	Lakeville Court LP	52	50	2010	2026	2026
4	1996	Oak Ridge Townhomes	Dakota County Workforce Housing LLC	42	42	2010	2022	2022
5	1997	Pleasant Ridge	Dakota County Workforce Housing LLC	31	31	2011	2023	2023
6	1998	Cedar Valley Townhomes	Dakota County Workforce Housing LLC	30	30	2012	2025	2025
7	1999	Chasewood Townhomes	Dakota County Workforce Housing LLC	27	27	2013	2025	2025
8	2000	Farmington Townhomes	Farmington Townhomes LP	16	16	2014	2026	2026
9	2001	Country Lane Townhomes	Dakota County CDA Workforce Housing LLC	29	29	2015	2022	2022
10	2001	Hillside Gables	Dakota County CDA Workforce Housing LLC	24	24	2015	2022	2022
11	2002	Clark Place Apts (Rose Apts)	DRS Investment VII LLC	48	48	2016	2024	2024
12	2002	Farmington Family Townhomes	Farmington Family Housing LP	32	28	2016	2022	2022
13	2002	Marketplace Townhomes	Dakota County CDA Workforce Housing LLC	28	28	2016	2023	2023
14	2003	Burnsville Heart of the City	Burnsville HOC Family Housing Limited Partnership	34	34	2017	2024	2024
15	2003	Clark Place TH (Kaposia Terr)	DRS Investment VII LLC	20	20	2017	2024	2024
16	2004	Erin Place	Dakota County Workforce Housing LLC	34	34	2018	2025	2025
17	2004	Grande Market Place Apartments	Grande Market Place Limited Partnership	113	53	2018	2022	2022
18	2005	Prairie Crossing	Lakeville Downtown Family Housing Limited Partnership	40	40	2019	2026	2026
19	2006	Haralson Apartments	CHDC Dakota Studio LP	36	36	2020	2026	2026
20	2006	Lafayette Family Townhomes	Lafayette Family Housing Limited Partnership	30	30	2020	2024	2024
21	2006	Spruce Place	Spruce Place of Farmington LP	61	60	2020	2024	2024
22	2007	Rosemount Greens	TCHDC	28	28	2021	2023	2023
23	2007	West Village Townhomes	Hastings West Village Family Housing Limited Partnership	21	21	2021	2025	2025
24	2008	Carbury Hills	Dakota County CDA Workforce Housing II LLC	32	32	2022	2025	2025
25	2008	Cliff Hill Townhomes	Cliff Hill Limited Partnership	32	32	2022	2024	2024
26	2009	Twin Ponds Family Townhomes	Twin Ponds Phase II Family Housing Limited Partnership	25	25	2023	2022	2025
27	2010	Chancellor Manor	CHDC Chancellor Manor Limited Partnership	200	186	2024	2023	2023
28	2010	Meadowlark Townhomes	Meadowlark Family Housing Limited Partnership	40	40	2024	2026	2026
29	2011	Quarry View	Apple Valley East Family Housing Limited Partnership	45	45	2025	2024	2024
30	2012 (1602 Program)	Park Place (Kidder Park)	Park Place Development Limited Partnership	36	36	2026	2024	2024
31	2012	Twin Ponds II	Twin Ponds Phase II Family Housing Limited Partnership	26	26	2026	2025	2025
32	2013	Northwood Family Townhomes	Eagan Northwood Family Housing Limited Partnership	47	47	2027	2026	2026
33	2014	Inver Hills/Riverview	Inver Hills and Riverview Ridge Family Housing Limited Partnership	51	51	2028	2024	2024
34	2015	Lakeshore Townhomes	Lakeshore Workforce Housing Limited Partnership	50	50	2029	2025	2025
35	2016	Keystone Crossing	Keystone Crossing Workforce Housing Limited Partnership	36	36	2030	2024	2024
36	2017	Artspace Hastings Lofts	Artspace Hastings Lofts, LLP	37	37	2031	2024	2024
37	2017	Sanctuary at West St. Paul	The Sanctuary At West Saint Paul, LP	164	164	2031	2024	2024
38	2017	Whitney Grove Townhomes	CB Whitney Apple Valley Limited Partnership	56	55	2031	2024	2024
39	2018	Legends of Apple Valley	Apple Valley Leased Housing	163	163	2032	2025	2025
40	2019	Prestwick Place Townhomes	Rosemount II Limited Partnership	40	40	2033	2026	2026
41	2020 & 2003	Guardian Angels Block Redev.	CB Guardian Angels Limited Partnership	33	33	2034	2024	2024
42	2020	Wexford Place	Wexford Place Limited Partnership	49	49	2034	2024 & 2023	2024
43	2020	The Winslow (W St Paul Sr)	WSP Senior Housing I, LLLP	172	172	2034	2024	2024
44	2021	Lexington Flats	Lexington Flats, Limited Partnership	50	50	2035	2025	2025
45	2021	Prairie Estates	Prairie Estates, LLLP	40	40	2035	2025	2025
46	2022	Aster House	Eagan AH I, LLLP	204	204	2036	2026	2026
47	2022	The Quill	Hastings AH I, LLC	90	90	2036	2024	2024
48	2023	Babcock Crossing	Babcock Crossing Limited Partnership	49	49	2037	2024	2024
49	2023	Hilltop at Signal Hills	West St. Paul Leased Housing Associates I, LLLP	146	146	2037	2024	2024
50	2023	Legacy Commons at Signal Hill	West St. Paul Leased Housing Associates II, LLLP	247	247	2037	2024	2024
51	2024	The Villas at Pleasant Avenue	Pleasant Villas, Limited Partnership	150	150	2038	2025	2025
52	2025	The Villas at Pleasant Avenue II	Pleasant Villas II, Limited Partnership	110	110	2039	2026	2026
53	2025	Croft at Rosecott	Adalyn Avenue, LLLP	164	164	2039	2026	2026
54	2025	The Landing at Amber Fields	Rosemount AH I, LLLP	160	160	2039	2026	2026
55	2025	Denmark Trail Townhomes	Denmark Trail Workforce Housing Limited Partnership	40	40	2039	2026	2026
56	2025	Pillsbury Ridge	Pillsbury Ridge, Limited Partnership	48	48	2039	2026	2026
57	2026	Heart of the City Apartments	Roers Burnsville Affordable Apartments Owner LLC	172	172	TBD	under construction	under construction
58	TBD	Kenyon Green	Kenyon Green Limited Partnership	49	49	TBD	under construction	under construction
59	TBD	Camber Hill Townhomes	Camber Hill, LLLP	44	44	TBD	partial award	partial award
			TOTAL	3,934	3,852			

Attachment B: LIHTC Price Proposal

G: Cost/Fees

Annual Reporting Reviews

1. Years 1-30 – 20/50 or 40/60 Minimum Set Aside
   $50/HTC and Common Space Unit + $30/Market Rate Unit

2. Years 1-30 – Average Income Set Aside
   $60/unit all types

3. Years 31-33
   $300/project annual fee

Physical Inspection and Detailed File Review

1. Years 1-30
   $50/unit inspected, $900 minimum – billed equally over 3 years

2. $900 reinspection fee for no-call, no show to physical inspections

3. $900 reinspection fee when property has significant deficiencies requiring reinspection

4. $400 rescheduling fee for physical inspection cancellations within 5 days of scheduled date

Energy Consumption Utility Allowance Fees

1. $400 per Energy Consumption Utility Allowance Initial Review

Fees are determined based on anticipated staff time and staffing costs to conduct services. Fees have not been reduced to obtain contract. Future increases or decreases will be based upon changing requirements for monitoring and cost of staffing.

These rates will be in effect for the first 3 years of the contract. Rates may be increased for years 4 and 5 if extended, based upon changing regulations and cost of staffing.

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 5H

DEPARTMENT: Community and Economic Development
FILE TYPE: Regular - Consent

TITLE
Authorization To Execute Compliance Monitoring Contract For The HOME Investment Partnership Program

PURPOSE/ACTION REQUESTED
Authorize the Executive Director to execute a compliance monitoring services contract with Janken Housing Solutions for the HOME Investment Partnership Program.

SUMMARY
The Dakota County CDA (CDA) administers the HOME Program for Dakota County who is a Participating Jurisdiction (PJ) for the U.S. Department of Housing & Urban Development (HUD) HOME Investment Partnerships Program (HOME Program). The CDA also serves as the lead entity for the Dakota County HOME Consortium. As a PJ and Consortium Lead, the CDA is responsible for ensuring all Consortium HOME funds are used in compliance with HOME requirements (24 CFR 92.504(a) includes a description of Lead responsibilities) and must monitor all subrecipients and project developers during the implementation of the project and during the periods of affordability for each project.

The responsibilities of HOME Program monitoring include: maintaining monitoring system of all HOME funded projects throughout period of affordability; completing property inspections and tenant file reviews of Dakota County activities; reviewing Dakota County activity files and Program materials as requested; maintaining communication with property owners/managers; monitoring programmatic guidance and notifications to ensure full compliance; reviewing a sample of Consortium member activities; and providing monitoring reports on time while maintaining communication with CDA staff.

The CDA has contracted for compliance monitoring services for the HOME Program for several years. Janken Housing Solutions currently completes compliance monitoring for the HOME Program and that contract is expiring. A Request for Proposals (RFP) (Attachment A) was released in July to solicit responses for compliance monitoring services for the HOME Program. The RFP was posted on the CDA and Dakota County websites, sent to several compliance contractors and a public notice was published in the Minnesota Star Tribune.

One proposal was received by the proposal submission deadline from Janken Housing Solutions. The proposal was reviewed and scored by CDA staff based on several criteria including experience and qualifications, work plan and reasonableness of cost of services. A summary of the price proposal is included in Attachment B. Janken Housing Solutions is based in the Twin Cities and has successfully contracted with the CDA for HOME compliance monitoring since 2021. Janken Housing Solutions has strong knowledge of HOME Program compliance requirements and have incorporated the HOME Program monitoring into their monitoring for the LIHTC Program when there is crossover.

RECOMMENDATION
Staff recommends the CDA Board of Commissioners authorize the Executive Director to enter into a compliance monitoring contract for the HOME Program with Janken Housing Solutions.

EXPLANATION OF FISCAL/FTE IMPACTS
The fee for the HOME Program monitoring services is budgeted and paid with HOME Program administrative funds.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the Dakota County Community Development Agency (CDA) issued a Request for Proposals seeking the services of qualified contractors for the HOME Investment Partnerships Program (HOME Program) compliance monitoring services; and

WHEREAS, one proposal was received by the proposal submission deadline for HOME Program monitoring services; and

WHEREAS, CDA staff reviewed and evaluated the proposal thoroughly and based on experience and qualifications, work plan and reasonableness of costs is recommending Janken Housing Solutions be awarded the service contract for HOME Program compliance monitoring for the next three years.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to execute a contract with Janken Housing Solutions for HOME Program compliance monitoring services.

PREVIOUS BOARD ACTION
21-6467; 9/21/2021

ATTACHMENTS
Attachment A: Request for Proposals Document
Attachment B: Price Proposal

CONTACT
Department Head: Lisa Alfson, Director of Community and Economic Development
Author: Kathy Kugel, Housing Finance Manager

Dakota County
Community Development
Agency
CDA

1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

REQUEST FOR PROPOSALS (RFP)
Professional HOME Investment Partnerships Program Compliance Monitoring Services for the Dakota County Consortium

RFP Issue Date:	July 13, 2026
Submission Due Date and Time:	August 13, 2026, by 4:00 pm Central Time
Email Proposal Documents to:	Kathy Kugel, Housing Finance Manager, kkugel@dakotacda.org
Anticipated Contract Start Date:	October 1, 2026

I. INTRODUCTION

The Dakota County Community Development Agency (DCCDA) is issuing this Request for Proposals (RFP) seeking the services of a qualified Contractor to perform compliance monitoring services of properties that have been awarded/financed with the U.S. Department of Housing & Urban Development (HUD) HOME Investment Partnerships Program (HOME) in the Dakota County Consortium, Minnesota. In general, this includes assuming the responsibilities of regular on-site property monitoring and property management file inspections, annual review of rent rolls and related property management information, data gathering and reporting. These services are needed to ensure that DCCDA manages its HOME program in compliance with HUD rules and regulations. DCCDA may adjust future scope of services based on experience with the Contractor, new HOME guidelines, and/or other information from HUD.

Exhibit A is a summary of the existing list of HOME-assisted projects for the Dakota County Consortium.

II. BACKGROUND

A. **Purpose**. Dakota County is a Participating Jurisdiction (PJ) for the HOME program and serves as the lead entity for the Dakota County HOME Consortium (the "Consortium"). As the PJ and the Lead, Dakota County is responsible for ensuring that all Consortium HOME funds are used in compliance with HOME requirements (See 24 CFR 92.504(a) for a description of Lead responsibilities). Dakota County and the DCCDA enter into an annual subrecipient agreement, pursuant to which the DCCDA assumes responsibility for administering the Dakota County HOME Program, as well as ensuring all PJ requirements are met. The DCCDA seeks proposals for completion of monitoring functions for the Dakota County HOME Program as well as monitoring each Consortium member's monitoring.

B. <u>Organization.</u> In 1992, Dakota County joined with the counties of Anoka, Ramsey and Washington to form the Dakota County Consortium (the "Consortium"). The Consortium has since expanded to include the City of Woodbury. HUD requires the PJ to monitor all subrecipients and project developers at least annually during implementation of the project (24 CFR 92.504(a)).

Rental and homeownership housing that is acquired, developed or constructed with HOME funds must remain affordable to income-eligible households for a period of affordability ranging from 5-20 years.

The PJ must monitor all HOME-funded rental projects on at least an annual basis to verify that the projects remain in compliance with HOME requirements related to tenant income, rent restrictions, unit mix and occupancy, lease provisions and affirmative marketing. On-site inspections of the project and units are required to ensure that property standards continue to be met. Units must meet NSPIRE and projects must meet the applicable consortium member property standards.

The DCCDA enters into annual subrecipient agreements with each consortium member, pursuant to which the DCCDA agrees to provide the consortium member's share of HOME funds, based on HUD's formula. Each consortium member is responsible for implementing their own HOME programs, including monitoring all HOME-funded programs and projects from inception through the end of each project's required period of affordability.

The DCCDA is responsible for monitoring the Dakota County HOME Program, as well as overseeing each Consortium members' monitoring activities, through a review of each Consortium member's annual compliance monitoring.

A summary of the scope of services to be provided is outlined below in Section III below. Note that the scope of services may be adjusted based on recommendations from the Contractor, new HOME guidance, and/or other information from HUD.

III. GENERAL INFORMATION

A. <u>Scope of Services Required.</u> Maintain a comprehensive monitoring system for all HOME funded projects in Dakota County's HOME program, and a review/oversight monitoring system for Consortium member programs. The system should be informed by HUD's Community Planning and Development Monitoring Handbook, including HUD monitoring checklists in Chapter 7 of the guide. These checklists identify specific documents and records that must be retained by a PJ to demonstrate compliance with HOME program, project, general administrative, and other Federal requirements. The system should address uniform administrative requirements and federal cross-cutting requirements.

Review DCCDA Monitoring Guide and checklists and work with DCCDA staff on revisions to incorporate HUD rule changes and best practices, including underwriting, asset management, and subsidy layering review requirements for rental projects, rehabilitation standards for rehab projects, and change order approval process for new construction and rehabilitation projects.

In general, the majority of services to be performed are developing and maintaining a project monitoring system and schedule for HOME rental units and Utility Allowance Method Change Requests. Other services may include: developing and maintaining a Compliance Manual and managing Community Housing Development Organization (CHDO) certifications. The expected results are successful, ongoing project and program monitoring activities that maximize compliance with HOME rules and regulations and minimize the possibility of future, negative HUD audit findings. See **Exhibit A** for a list of current rental projects in Dakota County and all Consortium jurisdictions.

(1) **Dakota County Rental Program**. Monitoring services include comprehensive monitoring of all Dakota County Program rental activities.

a. <u>Maintain/Develop Monitoring System and Schedule</u>: The DCCDA must monitor all HOME-funded rental projects on at least an annual basis to verify that the projects remain in compliance with HOME requirements including those relating to tenant income, rent restrictions, unit mix and occupancy, lease provisions and affirmative marketing. Contractor must develop and implement a comprehensive monitoring system for all HOME- funded multifamily rental projects for the DCCDA. The DCCDA is currently monitoring 22 projects totaling approximately 97 HOME units with one more HOME-funded project in the pipeline. Ideally, the monitoring system would be a uniform reporting tool (compliant with current and future HUD reporting requirements) that would allow for reporting on other state and local funding sources for which compliance is required such as a project's Land Use Restrictive Agreement (LURA) or other project financing covenants. The monitoring system must be accessible to DCCDA with the ability to compile the data collected into various reports from time to time. The monitoring system must include the following at a minimum:

i. A tracking system to report on all HOME rental projects annually throughout their periods of affordability. Include a description of tasks, deliverables, and specific tools that will be used to gather, organize, and share information with the DCCDA and with the property owners and managers.

ii. Provide/conduct on-site file review and unit and property inspections. On-site inspections of the project and units are required to ensure that property standards continue to be met. Units must comply with the ongoing property condition standards of 24 CFR 92.251(f).

iii. Develop an ongoing monitoring schedule.

iv. Create periodic reporting forms that are compatible with Integrated Disbursement and Information System (IDIS) and CAPER reporting requirements and formats.

v. Submit an annual report to the DCCDA identifying actions taken annually documenting monitoring in time to be included in the annual CAPER.

vi. Provide a brief description of specific technologies and methods that are used to protect the privacy and security of the data that is collected and shared with DCCDA.

vii. Provide a description of specific strategies and tools that will be used to enable DCCDA to monitor and evaluate the performance of the HOME monitoring contractor.

b. Provide guidance/assistance to owners/managers of HOME rental projects as necessary to ensure full compliance, including:
   i. Notice to owners/managers of changes in HUD-published rent and income limits.
   ii. Annual advisory of the need for owners/managers to update utility allowances.
   iii. Preliminary review of owner's annual rent increase requests and comparison to HOME Program maximum limits prior to PJ approval.
   iv. Notice to owners/managers of changes in HOME Rule, policy or program changes.
   v. Assistance to tenants on HOME compliance questions/concerns.

c. Utility Allowance Reviews: Develop and implement a process to review utility allowance change in method requests. HOME units are required to utilize utility amounts determined by the HUD Utility Schedule Model (HUSM) per the Dakota County HUSM schedules. In lieu of the Dakota County HUSM schedules, a project may seek approval of an Energy Consumption and Engineered Model (ECM). Compensation related to Utility Allowance reviews shall be billed by the Contractor to the owners of projects seeking a change in method request.

(2) **Consortium Member Programs – Review Monitoring System**: Monitoring services include reviewing Consortium member monitoring of their HOME Program activities.

a. Maintain monitoring tracking and reporting system for Consortium member activities and PJ review monitoring.
b. Maintain year end reporting form to be provided to the DCCDA.
c. Provide guidance/assistance as necessary to ensure full compliance by Consortium members.

(3) **Other Projects and Programs to be monitored (Dakota County) and review monitored (Consortium) for compliance with HOME Requirements**.

a. Data Requests: The DCCDA may periodically request data analysis of the information collected and maintained in the monitoring system. This is separate from the compliance reporting provided for the annual CAPER. The ability to perform this type of work should be described, and any fees should be indicated separately as a free-standing, optional service.
b. Tenant Based Rental Assistance (TBRA). Areas to monitor include income and participant eligibility, type of assistance, minimum payment and maximum subsidy (voucher/certificate model), program rule, preferences consistent with Consolidated Plan and annual unit inspections are completed. The ability to perform this type of work should be described, and any fees should be indicated separately as a free-standing, optional service.
c. Community Housing Development Organizations (CHDOs). Review and monitor CHDO certification process for CHDO funded activities. The ability to perform this type of work should be described and any fees should be priced separately as a free-standing, optional service.

d. Homeowner Activities. Monitoring DCCDA and Consortium member activities include ensuring that the use of resale or recapture to enforce the period of affordability is consistent with the consolidated plan and action plan and is defined in the written agreements. The resale and recapture provisions are generally self-enforced through recorded mortgage or other documents. However, the DCCDA and subrecipients must have procedures in place to verify the ongoing principal residency requirement such as "do not forward" letters, phone calls, or other intermittent method to follow up. Other Monitoring Activities include ensuring property standards are in place and enforced and quality of work is inspected.
   i. Foreclosed Property Acquisition, Rehabilitation, Resale
   ii. CHDO housing development and/or acquisition and rehabilitation projects
   iii. Down Payment Assistance Programs
   iv. Homeowner Rehabilitation Programs

   The ability to perform this type of work should be described and any fees should be priced separately as a free-standing, optional service.

(4) **Costs and Fees**: The fees for monitoring should:
   a. Indicate proposed cost of service both as a gross maximum annual number and as an estimated per unit basis including a clear description of how that cost was determined.
   b. Describe rates, direct costs, and invoicing per project and/or payment billing schedule.
   c. List any planned charges per classification of employees.
   d. The costs should be generally divided into two categories:
      i. Initial project setup; and/or
      ii. Ongoing monitoring once the monitoring system has been established.

(5) **Compensation**: It is the DCCDA's expectation that all compensation to be paid to the Contractor for HOME monitoring services compensation will be paid by the DCCDA. Compensation related to Utility Allowance reviews shall be billed by the Contractor to the owners of projects seeking a change in method request.

B. Term of Agreement. Subject to approval of counsel to the DCCDA, the Executive Director will be authorized to negotiate an agreement between the DCCDA and the selected contractor. The DCCDA will execute an agreement with the contractor for a term of three (3) years with the option to renew the contract beyond its initial contract period for a maximum of two (2) one-year periods which may be authorized by the DCCDA. Any such agreement shall provide that the DCCDA will retain the right to terminate such agreement for any reason and at any time upon payment of fees and expenses then due and payable.

C. Contractor Responsibilities. The Contractor(s) will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DCCDA with regard to contractual matters. The Contractor(s) shall be responsive, provide feedback regarding deficiencies and be proactive and ready to respond to questions as they arise.

The Contractor(s) shall report, via email message, any current inspection protocol standards (i.e., National Standards for the Physical Inspection of Real Estate (NSPIRE), previously it was Uniform Physical Condition Standards (UPCS)) inspection deficiencies within 36 hours to the Program Manager at the DCCDA to ensure the deficiency can be resolved swiftly.

D. **Non-discrimination and equal opportunity.** The DCCDA does not discriminate in the selection of a contractor for services on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, disability, sexual orientation, gender identity or age. Contractors selected must agree to comply with all applicable federal and state equal opportunity and affirmative action laws, ordinances, directives and regulations.

E. **Subcontracting.** The contractor shall not sub-consult or sub-contract any services under the agreement unless authorized in writing by the DCCDA. The contractor shall provide written notice to the DCCDA and obtain the DCCDA's written authorization to sub-contract any work or services to be provided to the DCCDA. As required by Minnesota Statutes, Section 471.425, the contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the contractor has received payment from the DCCDA.

F. **Conflict of Interest/Code of Ethics.** The DCCDA and the contractor are required to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the contractor represents any other party or other client whose interests are adverse to the interests of the DCCDA. Matters in which a conflict of interest arises shall be governed by Minnesota Statutes, Section 469.009.

Proposer shall disclose, as part of their technical proposal, a list of properties where the proposer maintains a current contractual relationship or had a previous contractual relationship with either the owner or managing agent of the property or have conducted prior inspections of the property for other entities within the past three (3) years of the closing date of this RFP. In addition, proposer shall review **Exhibit A** and disclose, as part of their technical proposal, a list of prior or ongoing business relationships with owners or managers of properties listed in Exhibit A that could cause a conflict of interest. Because of the limited number of qualified Contractors and because of the potential for conflict of interest, Proposer shall detail in their proposal their option for dealing with the potential conflict.

The successful Contractor who is awarded the contract has a continuing obligation to disclose to DCCDA the above information through the term of the contract and subsequent renewals, if any.

The Evaluation Panel will make a determination as to whether a conflict of interest exists. If it is determined that there is a conflict of interest, and that conflict of interest cannot be resolved, the Evaluation Panel may reject the offer. If a conflict arises during the term of the contract or any subsequent renewals, DCCDA reserves the right, in its sole discretion, to terminate the contract if the conflict cannot be resolved to DCCDA's satisfaction.

G. **Record/Reports/Audits.** All books, records, documents and accounting procedures of the selected contractor related to the agreement with the DCCDA shall be subject to examination by the DCCDA and the contractor must agree that the DCCDA, HUD, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to the services of the contractor to the DCCDA for a period of six (6) years after the final payment is made to contractor.

IV. REQUEST FOR PROPOSALS INSTRUCTIONS

A. **Proposal Form and Format.** Email a pdf copy of the full proposal to Kathy Kugel, Housing Finance Manager, Department of Community and Economic Development of the DCCDA, at kkugel@dakotacda.org.

B. **Deadline For Submission.** The deadline for submission in response to the Request for Proposal is no later than 4 P.M. Central Time on August 13, 2026.

C. **General Information.** The DCCDA reserves the right to cancel this RFP at any time prior to contract award. The DCCDA also reserves the right to accept or reject any (or all) proposals submitted. Information contained in the proposals is intended to serve only as a general description of services to be provided, and the DCCDA may also use the responses as a basis for further negotiation of an agreement with the contractor. The issuance of this request does not obligate the DCCDA to award an agreement or pay for any costs incurred with the preparation of the response.

D. Public Record/Confidentiality. Information supplied by each Proposer to the DCCDA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). Quotes submitted become a matter of public record as set forth therein. Such information shall become public unless it falls within one of the exceptions in the Act. If a Proposer believes any non-public information will be supplied in response to this RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the DCCDA which data, if any, falls within exceptions to the Act. However, the Proposer agrees as a condition of submitting a response that the DCCDA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the response submitted.

The DCCDA will not consider any cost information and references submitted by the Proposer to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

V. REQUESTED INFORMATION

The contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in the Section titled "EVALUATION OF PROPOSALS."

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

A. Executive Summary. Include a clear statement of the contractor's understanding of the RFP including a brief summary of the Scope of Services. At a minimum, include an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

B. Scope of Services. Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables. Section III.A. outlines the Scope of Services required. Indicate if any proprietary software or other technology is used by the Proposer and if this is necessary for the successful provision of the services. Proposer may also include suggestions on how to make compliance more efficient for property management/owners as well as for the Proposer when there are overlapping compliance layers from other funding sources (e.g., LIHTC Program, local HOPE Program, etc.).

C. Experience and Capacity. Describe background and related experience demonstrating ability to provide required services. Resumes of primary personnel assuming responsibilities for this project, not to exceed one (1) page per resume. Indicate if contractor expansion is required to provide services. Indicate past experience, if any, with the DCCDA and its processes and procedures.

D. References. List references from projects similar in size and scope.

E. Personnel Listing. Identify individuals that will be assigned to this work, including any subcontractors, with resumes and specific applicable experience.

F. Conflict of Interest Disclosure. The Proposer shall submit a list of any potential conflicts of interest arising from business relationships between the Proposer and any properties listed on Exhibit A. See Section II.F. In addition, the Proposer shall provide an option to accommodate the conflict.

G. Cost/Fees. Indicate proposed cost of service including a description of how costs were determined; hourly rates and minimum billing increments, if any; direct costs and payment billing schedule; list of charges per classification of employee.

H. Contractor Financial Information. Proof of financial responsibility and capacity, including any bankruptcy filings by the contractor, its principals and officers during the previous seven years.

VI. COMPENSATION

It is the DCCDA's expectation that all compensation to be paid to the contractor for HOME program monitoring services will be billed by the contractor to the DCCDA. Compensation related to Utility Allowance reviews shall be billed by the Contractor to the owners of projects seeking a change in method request.

VII. REVIEW

Proposals will be reviewed by an Evaluation Panel made up of representatives of the DCCDA. The panel will select a preferred contractor based upon the contents of the written proposal and the DCCDA's past interactions with the Proposers. The DCCDA may conduct interviews with Proposers if DCCDA deems it necessary.

Evaluations will be scored on the required criteria listed in the Section titled "PROPOSAL FORMAT," **AND** the following:

A. Quality, thoroughness, and clarity of proposal.

B. Qualifications, credentials, licenses, and experience of staff (includes a review of references).

C. How well the Scope of Services offered meets the DCCDA's objectives.

D. Financial responsibility and capacity of contractor including whether the contractor, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven (7) years of the date of this RFP.

E. Organization and management approach and involvement for successful delivery of services.

F. Reasonableness of cost of services proposed based on a comparison of prices among available information on market rates for similar services.

G. Use of technology to complete on-site property inspections and file review, and to analyze, share and manage data with the DCCDA, Minnesota Housing Finance Agency, owners, property managers and IRS.

H. Specificity and quality of methods used to manage, protect and secure data.

I. Review of references including existing client's previous HOME Program monitoring experience and on-site monitoring audits.

J. Insurance coverage as defined for the services.

VIII. ADDITIONAL INFORMATION

For additional information concerning this RFP, please contact Kathy Kugel, DCCDA Department of Community & Economic Development, at 651-675-4478 or email at kkugel@dakotacda.org.

Exhibit A. HOME Property Lists

Project Name	Tax Credit Project (Y/N)	Project IDIS Number	Property Manager	Project Total Units	Total HOME Units	Fixed or Floating	Period of Affordability (POA) Start Date	POA End Date	HOME Inspection Interval	Date of Most Recent File Review	Date of Most Recent/ Current Physical Inspection
DCCDA owned properties:			14	573	61						
Tax Credit Projects:	12		12	457	53						
Lafayette Townhomes	Y	1683	Dakota County CDA	30	4	Fixed	08/01/06	08/01/26	Every 3 Years	07/10/24	07/22/24
Carbury Hills Townhomes	Y	1909	Dakota County CDA	32	4	Fixed	06/01/08	06/01/28	Every 3 Years	45980	9/22/2026
West Village Townhomes	Y	2054	Dakota County CDA	21	4	Fixed	09/01/07	09/01/27	Every 3 Years	11/13/25	07/23/25
Meadowlark Townhomes	Y	2086	Dakota County CDA	40	4	Fixed	08/01/10	08/01/30	Every 3 Years	06/17/26	06/09/26
Twin Ponds Townhomes	Y	2189	Dakota County CDA	25	4	Fixed	09/01/09	09/01/29	Every 3 Years	11/24/25	07/15/25
Quarry View Townhomes	Y	2249	Dakota County CDA	45	4	Fixed	06/01/11	06/01/31	Every 3 Years	07/16/24	07/22/24
Northwood Townhomes	Y	2357	Dakota County CDA	47	5	Fixed	01/13/14	01/12/34	Every 3 Years	06/22/26	06/09/26
Inver Hills (IGH)/Riverview Ridge Family (Eagan)	Y	2570	Dakota County CDA	51	5	Floating	09/04/14	09/04/34	Every 3 Years	2024	2024
Lakeshore Townhomes	Y	2639	Dakota County CDA	50	5	Fixed	08/17/15	08/17/35	Every 3 Years	09/17/25	07/22/25
Keystone Crossing Townhomes	Y	2776	Dakota County CDA	36	4	Fixed	03/06/18	03/06/38	Every 3 Years	07/09/24	07/22/24
Prestwick Place Townhomes	Y	2923	Dakota County CDA	40	4	Fixed	04/06/20	04/05/40	Every 3 Years	06/19/26	06/10/26
Denmark Trail Townhomes	Y	3157	Dakota County CDA	40	6	Fixed	TBD	TBD	Every 3 Years	06/17/26	05/18/26
Not Tax Credit Projects:	2		2	116	8						
Dakota Heights Senior	N	1954	Dakota County CDA	56	4	Fixed	09/01/07	09/01/27	Every 3 Years	11/18/25	07/23/25
Cobblestone Square Senior	N	2250	Dakota County CDA	60	4	Fixed	01/01/11	01/01/31	Every 3 Years	11/07/25	07/16/25
Non-Profit/Private owned properties:			8	451	36						
Tax Credit Projects:	2		2	313	8						
Legends of Apple Valley	Y	2864	Dominium Management Services, LLC	163	4	Fixed	05/24/19	05/23/39	Every 3 Years	11/10/25	08/20/24
Villas at Pleasant Avenue	Y	3102	Velair/MWF Properties, LLC	150	4	Fixed	03/01/24	3/1/2044	Every 3 years	11/18/25	07/10/25
Not Tax Credit Projects:	6		6	138	28						
SCDCAP Glenda	N	818	Scott Carver Dakota CAP Agency	1	1	Fixed	02/01/98	02/01/28	Every 3 Years	12/11/25	06/26/25
SCDCAP Grenada	N	819	Scott Carver Dakota CAP Agency	1	1	Fixed	02/01/98	02/01/28	Every 3 Years	09/22/25	09/16/25
Valley Ridge Senior Housing	N	2460	Presbyterian Homes & Services	80	6	Fixed	01/13/14	01/12/34	Every 3 Years	11/13/25	07/10/25
SCDCAP Aldrich	N	2865	Scott Carver Dakota CAP Agency	8	8	Fixed	04/24/18	04/23/28	Every 3 Years	09/16/25	06/26/25
Cahill Place Apartments	N	2947	Center City Housing	40	4	Floating	06/16/21	06/15/41	Every 3 Years	05/12/26	05/12/26
SCDCAP Bryant	N	3082	Scott Carver Dakota CAP Agency	8	8	Fixed	06/05/23	06/04/38	Every 3 Years	09/16/25	06/26/25
22 Projects		22	in POA	1,024	97						

Consortia Member	Project Name	Project IDIS Number	Project Total Units	HOME-assisted Units Total	Fixed or Floating	Sec. 42 Project (Y/N)	Period of Affordability (POA) Start Date	POA End Date	POA Years	HOME Funds Total	Inspection Frequency	Rent and Income Restrictions: Special Conditions
Anoka County	ACCAP 2465 103rd Ave	838	1	1	Fixed		1999	2029	30	$ 25,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP E River Rd	839	1	1	Fixed		1999	2029	30	$ 25,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Osborne	845	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Parkside	847	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Quincy	846	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Webster	844	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACHRA Centerville Senior (Chancey Barett)	1700	31	2	Floating		2007	2027	20	$ 206,000	annually	
Anoka County	ACHRA Oaks of Lake George	1989	52	2	Floating		2006	2026	20	$ 206,000	annually	
Anoka County	Blaine Senior (Blaine Town Square)	1689	87	3	Fixed		2006	2026	20	$ 300,000	annually	
Anoka County	Lino Lakes Apartments (Lakewood)	2244	60	4	Floating		2008	2028	20	$ 110,000	annually	
Anoka County	Salvation Army - 5th St	1980	4	4	Fixed		2007	2027	20	$ 254,100	every 3 yrs	
Anoka County	Sunwood Village	2806	47	2	Fixed	Y	2016	2046	30	$ 300,000	every 3 yrs	
Anoka County	TCHDC Northgate Woods	2446	75	2	Fixed		2012	2027	15	$ 225,500	annually	
Anoka County	Village Green	2948	196	3	Fixed		2020	2035	15	$ 500,000	every 3 yrs	
Anoka County	Woodland Park Rehab	2467	90	3	Fixed		2012	2027	15	$ 208,348	every 3 yrs	
TOTAL AC		**15**	**648**	**31**								
Ramsey County	Willow Ridge Apartments	2131	47	4	Fixed	Y	2009	2029	20	$ 300,000	annually	
Ramsey County	Century Trails Senior Housing	2335	40	2	Fixed		2011	2031	20	$ 140,000	annually	
Ramsey County	Arden Flats	2565	55	4	Fixed		2014	2034	20	$ 365,000	every 3 years	
Ramsey County	Concordia Arms	2620	125	4	Fixed		2014	2034	20	$ 200,000	every 3 years	
Ramsey County	Legends at Silver Lake Village	2682	71	4	Fixed		2015	2035	20	$ 650,000	every 3 years	
Ramsey County	2010 Clarence - Rondo CLT	2749	2	2	Fixed		2015	2035	20	$ 285,000	every 3 years	
Ramsey County	Maple Knoll Townhomes	2765	57	4	Fixed	Y	2016	2036	20	$ 369,621	every 3 years	
Ramsey County	Villages at Frost-English	2807	50	4	Fixed	Y	2016	2036	20	$ 458,000	every 3 years	
Ramsey County	Goldenstar Apartments	2846	109	4	Fixed		2016	2036	20	$ 333,747	every 3 years	
Ramsey County	Frost English Silver Senior	2886	107	4	Fixed		2017	2037	20	$ 350,000	every 3 years	
Ramsey County	Loden Shoreview	2894	200	4	Fixed		2019	2039	20	$ 400,000	every 3 years	
Ramsey County	CAPRW CHDO - RC 13th Ave E	2934	2	2			2020	2035	15	$ 325,000	every 3 years	
Ramsey County	Edison Roseville	2946	62	4			2020	2040	20	$ 400,000	every 3 years	
Ramsey County	Boulevard Apartments	2952		4			2020	2040	20	$ 375,000	every 3 years	
Ramsey County	Emma's Place	2985	13	4			2021	2036	15	$ 275,000	every 3 years	
Ramsey County	Cobblestone Court AEON	3034	74	4			2021	2036	15	$ 425,000	every 3 years	
Ramsey County	Owasso Gardens	3040		4			2021	2041	20	$ 400,000	every 3 years	
Ramsey County	Amber Union	3050	125	4			2024	2039	15	$ 400,000	every 3 years	
Ramsey County	Lauderdale Senior	3116	114	4		Y	2025	2040	15	$ 350,000	every 3 years	
Ramsey County	Harbor at Twin Lakes	3143	277	4			2024	2039	15	$ 340,949	every 3 years	
TOTAL RC		**20**	**1,530**	**74**								
Washington County	CHDO CAPRW Duplex Rental	2874	2	2	Fixed		2018	2033	15	$ 245,283	every 3 years	
Washington County	Forest Ridge - HSI Share/Duffy	2079	38	1	Fixed		2007	2027	20	$ 110,000	annually	
Washington County	Piccadilly Square	2796	79	4	Fixed	Y	2017	2037	20	$ 198,000	annually	
Washington County	Trailside Senior Living	2397	70	2	Fixed		2011	2031	20	$ 200,012	annually	
Washington County	Red Rock Crossing II	3151	51	4	Fixed	Y	2025	2045	20	$ 195,000	every 3 yrs	
TOTAL WC		**5**	**240**	**13**								
Woodbury	The Glen at Valley Creek	2933	42	4		N	2020	2040	20	$ 167,721	every 3 yrs	
Woodbury	Orville Commons	3075	235	4		Y	2024	2044	20	$ 557,513	every 3 yrs	
TOTAL Woodbury		**2**	**277**	**8**								
ALL rental activities		**42**	**2,695**	**126**								

Exhibit B. Standard Assurances and Provisions for Federally Funded Contracts

STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

I. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

J. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279 of December 12, 2002 and as amended by Executive Order 13559 of November 17, 2010 and Executive Order 14205 of February 7, 2025. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

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

L. Section 109 of the Housing and Community Development Act of 1974, as amended, prohibits discrimination under any program or activity funded in whole or in part made available under the Act on the basis of race, color, national origin, religion, or sex.

2. **DATA PRIVACY**. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the

MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The Contractor is a responsible authority subject to the civil remedies in Minn. Stat. § 13.08 as a result of Contractor's violation of the MGDPA. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the CDA, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the CDA Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

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

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

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

(Updated July 2025)

PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

I. SPECIAL EQUAL OPPORTUNITY PROVISIONS

Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in a violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

II. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

A. Compliance with Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

III. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federally appropriated funds have been paid or will be paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Attachment B: HOME Price Proposal

G: Cost/Fees

DCCDA Projects:

1. Review of annual reports, rent increase requests, leases, marketing and other items required by HOME regulations
   22 projects x $550 / project = $12,100.00

2. Physical inspections and tenant file reviews conducted every 3 years for each project
   7 projects per year x $900 per project = $6,300

Consortium Members:

Contact and follow-up with each consortium member of their annual HOME activity, including a sample representation review of the HOME Rental Activity or monitoring agent's close-out report(s) and confirmation that agency is completing Homebuyer follow-up to ensure enforcement with resale or recapture requirements.

5 members x 1200 each = $6,000.00

Total Cost: $24,400.00

Additional Physical Inspection Fees – Billed to Owners:

1. $900 reinspection fee for no-call, no show to physical inspection
2. $900 reinspection fee when property has significant deficiencies requiring reinspection
3. $400 rescheduling fee for physical inspection cancellations within 5 days of scheduled date

Services Available On Request:

1. Energy Consumption Utility Allowance Reviews - $400 per review, to be billed to owner requesting review.
2. Data Requests: Janken will bill hourly at the rate of $125 per hour for data analysis of information collected and maintained in the monitoring system if these services are requested. Our in-house computer programmer would be responsible for responding to data requests.
3. Tenant Based Rental Assistance (TBRA) Services: Janken will bill hourly at the rate of $125 per hour to monitor income and participant eligibility, type of assistance minimum payment and maximum subsidy (voucher/certificate model), program rule, preferences consistent with Consolidated Plan, and provide annual unit inspections if these services are requested.

4. Community Housing Development Organizations (CHDOs): Janken will bill hourly at the rate of $125 per hour to monitor CHDO certification process for CHDO funded activities if these services are requested.
5. Homeowner Activities: Janken will charge $900 per new Homebuyer activity review to ensure that the use of resale or recapture (to enforce the period of affordability) is consistent with the consolidated plan and action plan, as this language is defined in the written agreements. In addition, review of the household's income and assets will be reviewed to ensure the household meets the income limits.

Fees are determined based on anticipated staff time and staffing costs to conduct services. Fees have not been reduced to obtain contract. Future increases or decreases will be based upon changing requirements for monitoring and cost of staffing.

These rates will be in effect for the first 3 years of the contract. Rates may be increased for years 4 and 5 if extended, based upon changing regulations and cost of staffing.

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026	Agenda #: 5I

DEPARTMENT: Property Management
FILE TYPE: Regular - Consent

TITLE
Award Contracts For Lawn, Snow And Irrigation Services At CDA Properties

PURPOSE/ACTION REQUESTED
Award lawn, snow and irrigation service contracts for Zones 1, 2, 4, 5 and 6 to Lakeshore Landscaping and award Zone 3 to Total Turf Maintenance.

SUMMARY
The contracts for lawn, snow and irrigation services for CDA properties are set to expire on October 31, 2026. Due to the size of these contracts, a solicitation of bids was done in accordance with public bidding requirements and was publicly advertised (Attachment A).

Bidding documents were sent to over 80 prospective bidders and were posted on the CDA's website.

The service areas for these services are broken into six geographic zones and bids were requested for each zone.

On September 1, 2026 a public bid opening was held at the Dakota County CDA's office. Four bids were received and are summarized in the bid tabulation (Attachment B). Pricing illustrated is for three years.

RECOMMENDATION
Staff recommends that three-year lawn, snow and irrigation service contracts for CDA properties be awarded to Lakeshore Landscaping (Zones 1, 2, 4, 5 and 6) and Total Turf Maintenance (Zone 3). Both contractors have done work for the CDA in the past and have been reliable and responsive contractors.

EXPLANATION OF FISCAL/FTE IMPACTS
Operating funds from each property of program are budgeted for this work and will be included in future fiscal years for the duration of the contracts.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the current contracts for lawn, snow and irrigation services for CDA properties are expiring on October 31, 2026; and

WHEREAS, a solicitation for bids for these services was developed in conformance to public bidding requirements requesting pricing for six geographical zones; and

WHEREAS, formal bids were received on September 1, 2026 from four companies; and

WHEREAS, Lakeshore Landscaping was the low bidder for five zones and Total Turf Maintenance was the low bidder for one zone; and

WHEREAS, both companies have performed work for the CDA in the past and have been reliable and responsive contractors.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the three-year lawn, snow and irrigation service contracts for CDA properties be awarded to Lakeshore Landscaping (Zones 1, 2, 4, 5 and 6) and Total Turf Maintenance (Zone 3).

PREVIOUS BOARD ACTION
23-6767; 9/2023

ATTACHMENTS
Attachment A: Proof of Advertising
Attachment B: Bid Tab Results

CONTACT
Department Head: Anna Judge, Director of Property Management
Author: Anna Judge

Ad Proof
Not Actual Size

APG
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: 07/24/26

Account #: 412621
Customer: DAKOTA COUNTY CDA

Address: 1228 TOWN CENTRE DR
EAGAN

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

Ad ID: 1549044
Copy LIne: Lawn and Snow BIDs

PO Number:
Start: 07/31/26
Stop: 08/07/2026
Total Cost: $257.60
# of Lines: 53
Total Depth: 6.0
# of Inserts: 2
Ad Class: 160
Phone # (763) 691-6000
Email: publicnotice@apgecm.com
Rep No: SE710

Publications:
Dakota County Tribune

Not Actual Size

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

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received from qualified vendors for the **Lawn, Snow, RPZ and Irrigation Contract Services** for the CDA's housing programs and office building. Bids will be received by the Office of the Director of Property Management at the Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123 until **10:00 AM on September 1, 2026**.

At the time (above), the sealed bids will be publicly opened and read aloud. Bids received after this time and date will be rejected. No telephone or emailed bids will be accepted. Bids shall be on the forms provided for that purpose and according to the bid documents as prepared by the Dakota County CDA, or its representative. A bid tabulation or other bid result will be furnished to those that bid the project. Project specifications and bid forms have been issued and shall be used to be a qualified bid. Sealed bids shall be addressed to:

Dakota County CDA
1228 Town Centre Drive Eagan, MN 55123
Attn: **Aaron Davis, Contract Services Specialist /**
Lawn, Snow, RPZ and Irrigation

The project manual is now available.

Bid security in the amount of 5% of the bid must accompany each bid in accordance with the Instruction to Bidders. There are Davis-Bacon prevailing wage components with this contract.

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 Dakota County CDA.

For bid documents, visit **dakotacda.org/doing-business-with-the-cda/contracting-opportunities** OR contact:

Aaron Davis, Contract Services Specialist
Dakota County Community Development Agency
adavis@dakotacda.org
651-675-4507

Published in the Dakota County Tribune
July 31, August 7, 2026
1549044

Ad: 1

$257.60

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

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Public Bid Opening

Lawn/Snow/RPZ

9/1/26 @ 10:00 a.m.

Contractor	Bid Bond	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Lakeshore Landscaping	X	$333,318	540,010	no bid	$343,835	$576,774	$289,199
Proscapes	X	$838,309	no bid	no bid	no bid	no bid	no bid
Apex	X	$1,218,033	no bid	no bid	no bid	no bid	no bid
Total Turf Maintenance	X	$621,720	$987,315	$353,970	$610,200	$991,290	$525,900

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 5J

DEPARTMENT: Property Management
FILE TYPE: Regular - Consent

TITLE
Award Contract For Trash And Recycling Services At CDA Properties To Republic Services

PURPOSE/ACTION REQUESTED
Award trash and recycling services contract to Republic Services.

SUMMARY
The contract for trash and services at CDA properties is set to expire on October 31, 2026.

Due to the size of the contract, a solicitation of bids was done in accordance with public bidding requirements and was publicly advertised (Attachment A).

Bidding documents were sent to five companies and were posted on the CDA's website.

On August 31, 2026, a public bid opening was held at the Dakota County CDA's office. Three bids were received and are summarized in the bid tabulation (Attachment B).

Republic Services was the low bidder and is the current contractor for this service contract. Pricing illustrated is for three years.

RECOMMENDATION
Staff recommends awarding the trash and recycling services contract to Republic Services. This contractor has performed this work for the CDA in the past and has provided satisfactory work.

EXPLANATION OF FISCAL/FTE IMPACTS
Operating funds from each property of program are budgeted for this work and will be included in future fiscal years for the duration of the contracts.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the current contract for trash and recycling services for CDA properties is expiring on October 31, 2026; and

WHEREAS, a solicitation for bids for these services was developed in conformance to public binding requirements requesting pricing; and

WHEREAS, formal bids were received on August 31, 2026 from three companies; and

WHEREAS, Republic Services is the low responsive bidder; and

WHEREAS, the company has performed work for the CDA in the past and has been reliable and responsive.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the three-year trash and recycling service contract for CDA properties be awarded to Republic Services.

PREVIOUS BOARD ACTION
23-6768; 9/2023

ATTACHMENTS
Attachment A: Proof of Advertising
Attachment B: Bid Tab Results

CONTACT
Department Head: Anna Judge, Director of Property Management
Author: Anna Judge

Ad Proof
Not Actual Size

APG
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: 07/24/26

Account #: 412621
Customer: DAKOTA COUNTY CDA

Address: 1228 TOWN CENTRE DR
EAGAN

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

Ad ID: 1549066
Copy LIne: Trash & Recycling BIDs

PO Number:
Start: 07/31/26
Stop: 08/07/2026
Total Cost: $257.60
# of Lines: 53
Total Depth: 6.0
# of Inserts: 2
Ad Class: 160
Phone # (763) 691-6000
Email: publicnotice@apgecm.com
Rep No: SE710

Publications:
Dakota County Tribune

Not Actual Size

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

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Dakota County CDA
1228 Town Centre Drive Eagan, MN 55123
Attn: **Aaron Davis, Contract Services Specialist /**
Trash and Recycling

The project manual is now available.

Bid security in the amount of 5% of the bid must accompany each bid in accordance with the Instruction to Bidders. There are Davis-Bacon prevailing wage components with this contract.

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 Dakota County CDA.

For bid documents, visit **dakotacda.org/doing-business-with-the-cda/contracting-opportunities** OR contact:

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651-675-4507

Published in the Dakota County Tribune
July 31, August 7, 2026
1549066

Public Bid Opening

Trash and Recycling Contract

8/31/2026 @ 11:00 a.m.

Contractor	Bid Bond	3 Year Total Contract Amount
Nitti Sanitation	X	$1,501,698.65
Waste Management	X	$1,330,987.30
Republic Services	X	$1,059,926.95

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 6A

DEPARTMENT: Housing Development
FILE TYPE: Regular - Action

TITLE
Open And Continue Public Hearing On The Disposition Of A DCCDA Section 18, LLC Property

PURPOSE/ACTION REQUESTED
Open and continue the public hearing regarding the disposition of a vacant single family property in Inver Grove Heights.

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

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

On August 18, 2026, the CDA Board set a public hearing for the disposition of one DCCDA Section 18, LLC property, a single family home located at 6463 Delilah Court in Inver Grove Heights. The CDA is continuing to solicit offers on the property.

RECOMMENDATION
Staff recommends opening and continuing the public hearing to the October 27, 2026 CDA Board meeting.

EXPLANATION OF FISCAL/FTE IMPACTS
N/A

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

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

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

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

WHEREAS, the public hearing is being continued and the property will continue to be marketed and offers solicited; and

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

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the public hearing is opened and continued to the October 27, 2026 CDA Board meeting.

PREVIOUS BOARD ACTION
26-7130; 8/18/2026

ATTACHMENTS
None.

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

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 6B

DEPARTMENT: Housing Development
FILE TYPE: Regular - Action

TITLE

Authorization To Execute Letter Of Intent For Acquisition Of Property At 15290 Pennock Lane In Apple Valley And Establish Public Hearing Date Regarding Designation Of The Property

PURPOSE/ACTION REQUESTED

- Authorize the Executive Director or his designee to sign a Letter of Intent for the property located at 15290 Pennock Lane in Apple Valley.
- Establish a public hearing date for the designation of the property at 15290 Pennock Lane in Apple Valley to be acquired by the CDA with available increment from Tax Increment Financing (TIF) District No. 11.

SUMMARY

The 5.01-acre site at 15290 Pennock Lane (PID #011178301010), located on the northeast corner of 153rd Street W. and Pennock Lane in Apple Valley, is the site of a former 30,888 sq. ft. HealthPartners clinic (the “Property”). The HealthPartners clinic relocated to another site in Apple Valley in 2024, and the building has been vacant and for sale since then.

The CDA began negotiations for the purchase of the Property earlier this year for a future affordable senior apartment building. The seller and the CDA have agreed upon a sale price of $2,500,000 which assumes a 100-unit development and is contingent CDA Board approval and upon receiving land use entitlements from the City of Apple Valley.

In the event the CDA proceeds with a project larger than 100 units, the purchase price paid to the seller will increase by an additional $15,000 per unit in excess of the 100 units planned. The County’s Estimated Market Value for this property is $4,948,500. The Property will require an amendment to the City’s comprehensive plan from commercial to residential, a rezoning of the site to allow a multi-family development, and concept plan approval. If the site is acquired, the existing building will need to be demolished. CDA staff estimates that $3,200,000 will be needed to purchase the Property, complete the land use entitlements, and demolish the building.

The CDA has available funds from TIF District No. 11 that can be used for the acquisition, demolition, due diligence-related activities, taxes, closing, and related costs. A future budget amendment will be needed to allocate the funds for the Property. Minnesota Law requires property to be acquired using tax increment to be identified in the TIF plan. Minnesota Laws 2008, Chapter 366, Article 5, Section 35 (the “Special Law”) specifically authorizes the CDA to designate additional property for acquisition with tax increment without having to meet all the plan amendment procedural requirements of the general tax increment law. Property can be added to a tax increment plan by a simple administrative amendment so long as the property consists of single housing project sites, is acquired from willing sellers, and is the subject of a CDA Board of Commissioners public hearing.

Notice of the public hearing must be published in a newspaper of general circulation in the municipality in which the property is located not less than ten days or more than 30 days prior to the date of the public hearing. The published notice must include a map depicting the properties and the general area of the municipality within which the properties are located. Attachment B is the draft public hearing notice. The resolution establishes a public hearing date for the October 27, 2026 CDA Board meeting.

RECOMMENDATION

Staff recommends authorizing the Executive Director to sign a Letter of Intent to purchase the property located at 15290 Pennock Lane (PID #011178301010), in Apple Valley (Lot 1, Block 1, Apple Valley Square 4th Addition) (the Property).

Staff also recommends establishing a public hearing on October 27, 2026, to designate the Property to be acquired with tax increment financing for the development of an affordable senior apartment building and directing staff to publish a public notice of the public hearing in a newspaper of general circulation.

EXPLANATION OF FISCAL/FTE IMPACTS

At the October CDA Board meeting, staff will seek an amendment to the FYE27 TIF District No. 11 budget to add up to $3,200,000 of available pooled TIF funds for land acquisition, demolition, due diligence-related activities, taxes, closing, and related costs for the site at 15290 Pennock Lane, Apple Valley. The proposed budget amendment would not affect the revenue or overall district budget.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, the property owner of 15290 Pennock Lane in Apple Valley has indicated an interest in selling their property to the Dakota County Community Development Agency; and

WHEREAS, the property is occupied by a vacant 30,888 sq. ft. health clinic; and

WHEREAS, the property is currently guided Commercial in the City of Apple Valley's Comprehensive Plan and zoned Retail Business; and

WHEREAS, the CDA is interested in developing the site for a senior apartment building which will require the demolition of the existing building, a change to the Comprehensive Plan designation, and rezoning the site to allow for a senior affordable apartment building; and

WHEREAS, there are available funds for the proposed acquisition, demolition, due diligence-related activities, taxes, closing, and related costs from Tax Increment Financing District No. 11 pooled funds in Apple Valley; and

WHEREAS, pursuant to Minnesota Laws 2008, Chapter 366, Article 5, Section 35 the Dakota County Community Development Agency is authorized to designate additional property to be acquired with tax increment after holding a public hearing for which notice is published; and

WHEREAS, notice of the public hearing must be published in a newspaper of general circulation in the municipality in which the property is located not less than ten days nor more than 30 days prior to the date of the public hearing; and

WHEREAS, the published notice must include a map depicting the property and the general area of the municipality within which the property is located.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to sign the Letter of Intent for the property at 15290 Pennock Lane (PID #011178301010) in Apple Valley, subject to Dakota County Attorney's office review; and

BE IT FURTHER RESOLVED, That a public hearing regarding the designation of additional property to be acquired by the CDA with tax increment financing for the development of a housing project in the City of Apple Valley, Minnesota will be held by the Dakota County Community Development Agency Board on October 27, 2026, at or after 3 p.m. at the CDA's main office; and

BE IT FURTHER RESOLVED, That the Executive Director or his designee is hereby authorized and directed to cause notice of such public hearing in substantially the form attached hereto to be published in a newspaper of general circulation in Apple Valley not less than 10 days nor more than 30 days prior to such hearing.

PREVIOUS BOARD ACTION
None.

ATTACHMENTS
Attachment A: Map of 15290 Pennock Lane, Apple Valley
Attachment B: Draft Public Hearing Notice

CONTACT
Department Head: Kari Gill, Deputy Executive Director
Authors: Lori Zierden, Real Estate Manager
Margaret Dykes, Assistant Director of Community & Economic Development

Former HealthPartners Clinic, 15290 Pennock Lane, Apple Valley

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.

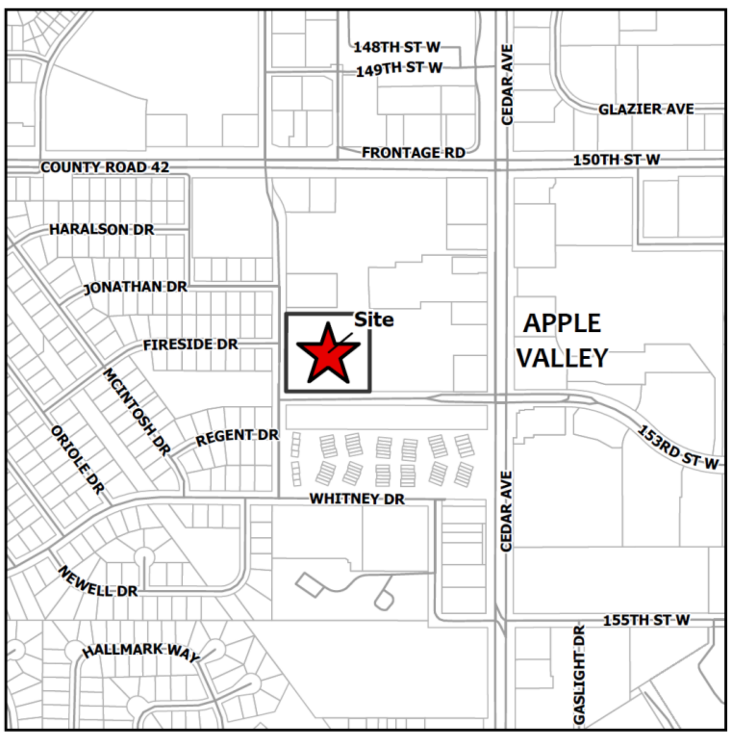
Map Scale
1 inch = 200 feet
8/10/2026

NOTICE OF PUBLIC HEARING
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

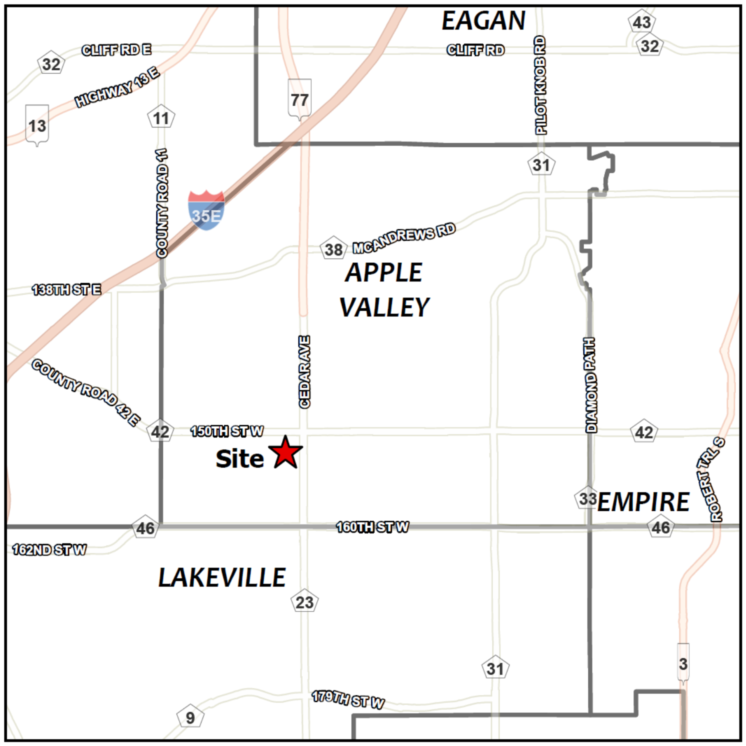
NOTICE IS HEREBY GIVEN that the Dakota County Community Development Agency (“CDA”) Board of Commissioners (the "CDA Board"), State of Minnesota, will hold a public hearing on October 27, 2026, at or after 3:00 p.m. in the Board Room at the Dakota County Community Development Agency offices, 1228 Town Centre Drive, Eagan, Minnesota, relating to the proposed use of funds from the existing CDA Tax Increment Financing District (Housing) No. 11 (the “TIF District”) to designate additional property in Apple Valley, Minnesota to be acquired with tax increment for the development of a housing project (the “Amendment”) as defined in Minnesota Statutes, 469.174, subdivision 11, as amended. The specific property to be acquired is Property Identification No. 011178301010, legally described as Lot 1, Block 1, Apple Valley Square 4th Addition.

Maps depicting the specific property as well as the general area of the City within which the property is located are set forth below.

Map of Property:



General Area of City where Property is located:



All persons may appear at the hearing and present their comments orally or in writing. Comments may also be submitted through the public hearing date to Margaret Dykes at the Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123, telephone (651) 675-4464.

Dated: September 22, 2026
By Order of the Board of Commissioners of the Dakota County Community Development Agency, Dakota County, Minnesota

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 6C

DEPARTMENT: Community and Economic Development
FILE TYPE: Regular - Action

TITLE
Approval Of Three-Year Participation Agreement For Open To Business Program

PURPOSE/ACTION REQUESTED
- Approve three-year participation in the Open To Business Program.
- Authorize Executive Director to enter into a contract with Metropolitan Consortium of Community Developers for the Open To Business Program and enter into joint powers agreement with participating cities.

SUMMARY
The CDA and the 11 largest cities in Dakota County launched Open To Business (OTB) in 2013, a program that provides business advisory services and access to capital for entrepreneurs and small businesses in Dakota County. The participating cities and CDA share the cost of the program. The CDA enters into a joint powers agreement (JPA) with the 11 participating cities to act as the fiduciary agent and to administer the contract with the Metropolitan Consortium of Community Developers (MCCD), the OTB non-profit service provider.

Natalie Mouilso has been the Dakota County OTB business advisor since August 2020. Ms. Mouilso provides one-on-one technical assistance to business owners and aspiring entrepreneurs on a wide range of topics including business plan development, feasibility analysis, marketing, licensing, and cash flow and other financial projection development. The participating cities have expressed enthusiastic support for Ms. Mouilso continuing as the dedicated OTB advisor for the next three years.

The proposed calendar year 2027 cost is $170,000. After 2027, the annual cost will increase approximately three percent, with a total cost of $175,000 in 2028, and $180,000 in 2029. This reflects an approximate 10 percent increase from the previous contract ($165,000 annually). The cost covers the direct and indirect staffing needs for the program. The CDA's portion of the fee will match the 11 participating cities' fees plus the cost to cover service for the small cities and townships for a CDA investment not to exceed $89,372 (2027), $91,953 (2028), and $94,461 (2029) (Attachment A).

The CDA's continued financial support of the countywide OTB program is supported by the CDA's economic development powers which were established by the Minnesota Legislature and the Dakota County Board of Commissioners in 2000. The OTB program is consistent with several Economic Development Strategy Guiding Principles including: (1) it is a collaborative approach to economic development; (2) it serves a need located in more than one community; (3) it responds to the need for specialized expertise and economies of scale; and (4) it is non-duplicative of other services.

RECOMMENDATION
CDA staff recommends the CDA enter into an agreement with MCCD for Open To Business services for 2027, 2028, and 2029, and enter into joint powers agreements with the 11 participating cities.

EXPLANATION OF FISCAL/FTE IMPACTS
The proposed 2027 annual OTB program cost is $170,000. The costs will be split between the CDA and the 11 participating cities, with the CDA's portion of $80,628 to match the 11 participating cities' fees plus $8,743 to cover service for the small cities and townships for a total CDA investment not to exceed $89,372.

The proposed 2028 annual OTB program cost is $175,000, with the CDA investment not to exceed $91,953. The proposed 2029 annual OTB program cost is $180,000, with the CDA total portion of $94,461. Participating cities will be invoiced annually for their portions of the cost.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the Dakota County Community Development Agency (CDA) was granted the powers of an economic development authority in 2000 by Minnesota Law and an authorizing resolution adopted by the Dakota County Board of Commissioners (Resolution No. 00-543); and

WHEREAS, the CDA and 11 cities have annually renewed participation in the Open To Business program since 2013, with the CDA acting as the fiduciary agent and administrator of the contract with the Metropolitan Consortium of Community Developers and joint powers agreements executed between each participating city and the CDA; and

WHEREAS, the annual cost for the Open To Business program for 2027 is $170,000, $175,000 in 2028, and $180,000 in 2029; and

WHEREAS, the CDA portion of the annual cost of the program is fifty percent (50%) to match each participating city, in addition to the total cost of serving the small cities and townships; and

WHEREAS, the Open To Business program is consistent with the Economic Development Strategy and Guiding Principles adopted by the Dakota County CDA Board of Commissioners, in that it results from a collaborative approach; it is a response to a need for specialized expertise and economies of scale; it serves a need that is located in more than one community; and it is non-duplicative of other services.

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

1. Approves CDA participation in the Open To Business program for 2027, 2028, and 2029 subject to participation of the Dakota County cities.
2. Authorizes the Executive Director to execute a three-year contract with the Metropolitan Consortium of Community Developers for an amount not to exceed $170,000 in 2027, $175,000 in 2028, and $180,000 in 2029.
3. Authorizes the Executive Director to execute a joint powers agreement between the CDA and the participating cities, designating the CDA as fiscal agent for the contract with the

Metropolitan Consortium of Community Developers and requiring each city to submit a participation fee to the CDA.

PREVIOUS BOARD ACTION
12-5128; 9-18-2012
13-5290; 10-17-2013
14-5467; 12-16-2014
15-5655; 12-15-2015
17-5830; 1-24-2017
17-5945; 12-12-2017
21-6387; 2-16-2021
21-6500; 12-14-2021
23-6776; 12-19-2023

ATTACHMENTS
Attachment A: Proposed 2027-2029 agreement and fee schedule

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

Contract for Services
for the
Open To Business Program

THIS AGREEMENT is dated DATE and is between the Dakota County Community Development Agency ("CDA") and Metropolitan Consortium of Community Developers (DBA Minnesota Consortium of Community Development), a Minnesota nonprofit corporation ("MCCD").

WHEREAS, the CDA, on behalf of itself and the 11 political subdivisions of the State of Minnesota listed on Exhibit A hereto (the "Local Government Entities"), which each have powers with respect to a city with a population over 10,000 (collectively the "Municipalities"), wishes to engage MCCD to render services under the model known as "Open To Business," a program providing small business technical assistance and capital to existing businesses and residents and other parties interested in opening a business within Dakota County (the "County") (the "Program"); and

WHEREAS, MCCD has successfully provided the services required to administer and carry out the Program in Dakota County from 2013 – 2026; and

WHEREAS, pursuant to CDA Resolution No. 26-xxxx, adopted on DATE, (the "Resolution"), the CDA is authorized to enter into this agreement with MCCD for the Program; and

WHEREAS, pursuant to the Resolution and certain joint powers agreements to be entered into between the CDA and the Local Government Entities (the "Joint Powers Agreements"), the CDA will act as fiscal agent for the Local Government Entities in connection with this Agreement; and

WHEREAS, the CDA will pay from its own funds 50 percent of the fee charged by MCCD for the Program in the Municipalities and 100 percent of the fee charged by MCCD for the Program in the small cities and townships within the County with populations less than 10,000 residents ("Small Cities and Townships"), as further described herein and in Exhibit A; and

WHEREAS, pursuant to the Joint Powers Agreements, the Local Government Entities will be required to pay a Participation Fee to the CDA in accordance with the schedule in Exhibit A, representing the remaining 50 percent of the fee charged by MCCD for the Program in the Municipalities.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TIME OF PERFORMANCE

The term of this Agreement and the period during which MCCD will provide services hereunder will commence upon the first day of January 2027, and automatically renew January 1, 2028, and January 1, 2029. This agreement will terminate on December 31, 2029, subject to earlier termination as provided herein. MCCD will perform the services necessary to carry out the Program as promptly as possible, and with the fullest due diligence.

COMPENSATION

The CDA will compensate MCCD for its services in calendar year 2027 for One Hundred Seventy Thousand Dollars ($170,000). The CDA will compensate MCCD for its serves in calendar year 2028 for One Hundred Seventy-Five Thousand Dollars ($175,000). The CDA will compensate MCCD for its services in calendar year 2029 for One Hundred Eighty Thousand Dollars ($180,000).

The CDA will pay such an amount in two equal installments, the first no earlier than March 1st and the second no earlier than September 30th, upon receipt of invoices from MCCD. Subject to the limits above, payments will be due within 15 days of receipt of the respective invoices. The portion of the Contract Amount payable from Participation Fees will be payable by the CDA only from and to the extent such Participation Fees are paid by the respective Local Government Entities.

In the event a Local Government Entity does not pay the CDA its Participation Fee in amounts and by deadline described in Exhibit A, the CDA will notify MCCD, and MCCD will immediately cease the Program in that Municipality. Upon such termination, the Contract Amount will be reduced by an amount equal to the Participation Fee which such Local Government Entity did not pay and the amount the CDA would have paid as a matching payment.

SCOPE OF SEVICES

MCCD will provide technical assistance and access to capital to existing businesses, residents and those parties interested in starting a business in any of the Municipalities, Small Cities, and Townships within Dakota County as further described in Exhibit B and Exhibit C hereto, which sets forth the Dakota Open To Business Program Scope of Services.

REPORTING

MCCD will submit quarterly reports to the CDA and Municipalities in form and substance acceptable to the CDA and Municipalities. Reports will provide information in the agreement for County and will include a sub-report for each Municipality and each of the Small Cities and Townships Reports will include the following information:

- Number of inquiries, entrepreneurs, and businesses served
- Hours of technical assistance provided
- Hours of dedicated program (including but not limited to – city initiatives, program outreach, public events, city meetings, research, client follow-up, general inquiries)
- Type of business/industry
- Annual sales revenue

- Number of businesses opened
- Number of businesses expanded/stabilized
- Number and amount of financing packages
- Demographic information on entrepreneurs
- Business city and/or resident city

The required reporting schedule is as follows:
1st quarter January – March, report due April 30th
2nd quarter April – June, report due July 31st
3rd quarter July – September, report due October 31st
4th quarter October – December, report due January 31st

In addition to the foregoing, MCCD will provide additional reports as reasonably requested by the CDA or Local Government Entities.

Client confidentiality being a core component of the service model, MCCD will not typically report specific client/business information in its regular reporting, However, with permission from the client, MCCD will produce profiles of successful clients for publication dissemination and media release.

PERSONNEL

MCCD represents that it has, or will employ or contract for, at its own expense, all personnel required to perform the services necessary to carry out the Program. Such personnel will not be employees of, or have any contractual relationship with, the County, the CDA, or any of the Local Government Entities. No tenure or any other rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation pay, severance pay, or any other benefits available to County, CDA, or any of the Local Government Entities' employees shall accrue to MCCD or employees of MCCD performing services under this Agreement. MCCD is an independent contractor.

All of the services required to carry out the Program will be performed by MCCD and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work.

Natalie Mouislo shall be the dedicated MCCD Program advisor for the County, CDA, and Local Government Entities for the duration of this Agreement. If there are material[1] changes to Ms. Mouilso's position with MCCD during the time of this Agreement, the CDA will be informed by MCCD immediately.

[1] Material is defined as any event or events that would prohibit Ms. Mouislo from being the full-time Program Advisor for Dakota County.

USE OF CDA OFFICE SPACE

The CDA will make available a cubicle space for MCCD personnel at the CDA office building for use by MCCD in carrying out the Program. MCCD personnel will have access to the CDA meeting rooms, wireless internet services, copy machines, and printers. MCCD personnel shall comply with all CDA office rules and policies regarding the use of CDA office space, equipment, and internet access. If the CDA, in its sole direction, determines that MCCD personnel has failed to comply with CDA office rules and policies, MCCD personnel will be required to vacate the CDA office and the CDA will cease to provide MCCD office space to carry out the Program.

INTEREST OF MEMBERS OF THE CDA AND OTHERS

No officer, member, or employee of the CDA and no member of its governing body, and no other public official or governing body of any locality in which the Program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Program, will participate in the decision relating to this Agreement which affects he/she is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement.

ASSIGNABILITY

MCCD will not assign any interest in this Agreement and will not transfer any interest in the same without the prior written approval of the CDA.

COMPLIANCE WITH LOCAL LAWS

MCCD agrees to comply with all federal laws, statutes, and applicable regulations of the State of Minnesota and the ordinances of the Local Government Entities.

INSURANCE

General Terms. In order to protect itself and to protect the CDA under the indemnity provisions set forth above Contractor shall, at Contractor's expense, procure and maintain a policy of Professional Liability (PL) insurance covering the term of this Contract. Such policy of PL insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. All retentions and deductibles under such policies of insurance shall be paid by Contractor. Each such policy of insurance shall contain a clause providing that such policy shall not be cancelled by the issuing insurance company without at least 30 days' written notice to the CDA of intent to cancel.

Certificates. Prior to or concurrent with execution of this Contract, Contractor shall file certificates of such policies of insurance with the CDA.

Failure to Provide Proof of Insurance. The CDA may withhold payments or immediately terminate this Contract for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

INDEMINFICATION

MCCD agrees to defend, indemnify, and hold harmless the County, the CDA, the Local Government Entities, and each of their respective officials, agents, volunteers and employees from any liability, claims, causes of action, judgements, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of MCCD, its subcontractors, anyone directly or indirectly employed by MCCD or any if its subcontractors, and/or anyone for whose acts and/or omissions MCCD may be liable in the performance of the services required by this Agreement, and against all loss by reason of failure of MCCD to perform any obligation under this Agreement.

NOTICES

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by mail, portage prepaid, return receipt requested, or delivered personally; and

(a) In the case of MCCD is addressed or delivered personally to:

Tyler Hilsabeck
Metropolitan Consortium of Community Developers (DBA Minnesota Consortium of Community Developers)
3137 Chicago Avenue South
Minneapolis, MN 55407

(b) In the case of the CDA is addressed or delivered personally to:

Lisa Alfson, Director of Community and Economic Development
Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123

Or at such other address with respect to any party as that party may designate in writing and forward to the other as provided in this Section.

MODIFICATION

This Agreement may not be modified, changed, or amended in any manner whatsoever without the prior written approval of all the parties hereto.

NON-DISCRIMATION

In connection with its activities under this Agreement, MCCD will not violate any Federal or State laws against discrimination.

DEFAULT AND CANCELLATION

Failure of the MCCD to perform any of its obligations under this Agreement to the satisfaction of the CDA will constitute in a default hereunder.

If a default occurs, MCCD will have 60 days to cure any and all defaults and come into compliance with this Agreement. MCCD will immediately notify the CDA of any default. MCCD and the CDA will develop agreed upon milestones that must be met within the 60-day period to avoid cancellation of this Agreement.

The primary default would be the loss of Ms. Mouilso as the dedicated MCCD Program advisor. If Ms. Mouilso is no longer the dedicated MCCD Program advisor, MCCD will be expected to meet the following milestones within the 60-day period –

1. MCCD will inform the CDA within 48 hours of Ms. Mouilso's employment departure notice.
2. The name and contact information of the interim MCCD Program advisor for Dakota County will be shared with CDA and Local Government Entities within three business days of Ms. Mouilso's departure notice.
3. MCCD will continue to actively work with Dakota County clients on a full-time basis in the event of a default and respond to client communication in a timely manner as defined elsewhere in this Agreement.
4. MCCD will continue to track and input client data to ensure the quarterly report is accurate when generated (see REPORTING section, page 2, for details).
5. MCCD staff, including the interim MCCD Program advisor, will meet with CDA staff weekly (at a minimum) to provide updates on clients, Program work in Dakota County, etc. Local Government Entities will be invited to these meetings.
6. MCCD will continue to actively market the MCCD Program in the same capacity as prior to the default.
7. Hiring a new dedicated MCCD Program advisor for Dakota County is not expected within 60 days of the default; however, steps to secure a new, qualified, full-time MCCD Program advisor will occur within the 60 days. Steps taken to secure a new advisor will be regularly communicated to CDA.

If a default is not remedied in 60 days, and/or the agreed upon milestones are not met within the 60 days, the CDA may cancel this Agreement in its entirety by five additional days' written notice to MCCD.

MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By:_________________________________
Tony Schertler, Executive Director

Date: ______________________________

MCCD

By: ____

Printed Name: Kit Fordham

Printed Title: Interim CEO

Date: _______________________________________

Exhibit A
2027, 2028 & 2029 Local Government Entity Annual Participation Fee Schedule

Municipality	Local Government Entity	CDA Fee (2027)	Annual city Fee (2027)	CDA Fee (2028)	Annual city Fee (2028)	CDA Fee (2029)	Annual city Fee (2029)
Lakeville	City of Lakeville	**$11,011**	**$11,011**	**$11,341**	**$11,341**	**$11,682**	**$11,682**
Eagan	Eagan Economic Development Authority	**$10,959**	**$10,959**	**$11,288**	**$11,288**	**$11,626**	**$11,626**
Burnsville	Burnsville Economic Development Authority	**$10,815**	**$10,815**	**$11,139**	**$11,139**	**$11,474**	**$11,474**
Apple Valley	Apple Valley Economic Development Authority	**$9,270**	**$9,270**	**$9,548**	**$9,548**	**$9,835**	**$9,835**
IGH	Economic Development Authority	**$7,210**	**$7,210**	**$7,426**	**$7,426**	**$7,649**	**$7,649**
Rosemount	Rosemount Port Authority	**$5,820**	**$5,820**	**$5,995**	**$5,995**	**$6,174**	**$6,174**
Farmington	Farmington Economic Development Authority	**$5,665**	**$5,665**	**$5,835**	**$5,835**	**$6,010**	**$6,010**
Hastings	Hastings Economic and Redevelopment Authority	**$5,665**	**$5,665**	**$5,835**	**$5,835**	**$6,010**	**$6,010**
SSP	South St. Paul Economic Development Authority	**$5,562**	**$5,562**	**$5,729**	**$5,729**	**$5,901**	**$5,901**
WSP	West St. Paul Economic Development Authority	**$5,562**	**$5,562**	**$5,729**	**$5,729**	**$5,901**	**$5,901**
MH	City of Mendota Heights	**$3,090**	**$3,090**	**$3,183**	**$3,183**	**$3,278**	**$3,278**
sm cities/townships	n/a	**$8,742**		**$8,904**		**$8,921**	
	TOTAL	**$89,371**	**$80,629**	**$91,952**	**$83,048**	**$94,461**	**$85,539**
		2027 Total	**$170,000**	**2028 Total**	**$175,000**	**2029 Total**	**$180,000**

Exhibit B
Dakota Open To Business Program Scope of Services

Open To Business ("OTB") Technical Assistance Services
MCCD will provide intensive one-on-one technical assistance to Municipalities' and Small Cities' and Townships' businesses, residents and aspiring entrepreneurs intending to establish, purchase, or improve a business in Municipalities and Small Cities and Townships within Dakota County. MCCD will dedicate one full time staff person based in Dakota County to provide the Technical Assistance Services ("Dakota OTB Staff"). In addition, MCCD will make available the expertise of all MCCD technical and support staff in the delivery of services to Dakota Open to Business Program. Technical assistance includes, but is not limited to, the following:

- Business plan development
- Feasibility analysis
- Marketing
- Cash flow and other financial projection development
- Operational analysis
- City and State licensing and regulatory assistance
- Loan packaging, and other assistance in obtaining financing
- Help in obtaining competent legal advice

MCCD Dakota OTB Staff will be available to meet clients at the CDA office building, various Municipality city halls, County libraries, or at the client's place of business. Client meetings may also be held virtually and/or on the phone.

Open To Business Access to Capital
Access to capital will be provided to qualifying businesses through MCCD's Emerging Small Business Loan Program (see **Exhibit C** Small Business Loan Program Guidelines below). MCCD also provides it's financing in partnership with other community lenders, banks or Local Government Entities interested in making capital available to residents and/or businesses in their community.

Ribbon Cuttings & Grand Openings
MCCD Dakota OTB staff will assist the CDA and Local Government Entities with the coordination of ribbon cuttings and grand openings for Program clients within Dakota County who wish to participate to ensure that all Program clients receive the option of this introduction into their communities. Coordinating efforts may include promoting the event, finalizing date/time of event with Program client, sending out invitations, and taking photographs.

Shared Ownership

MCCD will assist and advise Dakota County businesses, Dakota County residents, and aspiring entrepreneurs who intend to establish, purchase, or improve a business in Dakota County. MCCD will work with a variety of business types, at various stages of development and across a range of industries, *including those preparing to transition ownership or groups exploring a shared ownership model, such as an employee-owned cooperative business*. MCCD's assistance and advice will be comprised of a blend of topic-specific workshops and intensive one-on-one technical assistance. MCCD's assistance and advice will include, but is not limited to, the following: (our standard list of services from existing contract).

EXHIBIT C
Small Business Loan Program Guidelines

Loan Amounts:

- Up to $25,000 for start-up businesses
- Larger financing packages for established businesses
- Designed to leverage other financing programs as well as private financing provided by the commercial banking community.

Eligible Projects:

- Borrowers must be a "for-profit" business.
- Business must be complimentary to existing business community.
- Borrowers must have equity injection as determined by fund management.

Non-eligible Projects:

- Businesses that operate a liquor store or a business that primarily sells liquor manufactured off site.
- Businesses that primarily sell tobacco or electronic smoking products.
- Businesses that are gambling or gaming operations.
- Businesses that are purveyors of "adult" (i.e. pornographic, prurient, obscene) activities, services, or materials.

Allowable Use of Proceeds:

- Loan proceeds can be used for working capital, inventory, building and equipment and general business operations.

Interest Rates:

- The loan interest rate is dependent on use, term and other factors, not to exceed 7%.

Loan Term Length:

- Loan repayment terms will generally range from three to five years but may be substantially longer for major asset financing such as commercial property.

Fees and Charges:

- Borrowers are responsible for paying all customary legal and other loan closing costs.

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: September 22, 2026 | Agenda #: 6D

DEPARTMENT: Community and Economic Development
FILE TYPE: Regular - Action

TITLE

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

PURPOSE/ACTION REQUESTED
- Authorize initial levy funds for 2027.
- Approve initial budget for the use of the 2027 levy.

SUMMARY
The Dakota County CDA is authorized to levy a Special Benefit Tax of up to 0.0185 percent of the total Estimated Market Value (EMV) in Dakota County, per Minnesota Statute 469.033, Subd. 6. Minnesota Statute requires the CDA to obtain County approval for the levy amount requested and to file a levy budget with the County.

The previous year's final countywide EMV, as confirmed by the Dakota County Assessor's Office, is \$78,541,636,200. The maximum levy available to the CDA is 0.0185 percent of EMV, which is \$14,530,203.

Staff proposes a 2027 CDA levy rate of 0.0156 percent of the EMV, the same rate approved for years 2023, 2024, 2025, and 2026. This rate equates to \$12,252,495, representing an increase of \$489,939 from 2026. Attachment A provides other levy rate and dollar amount options.

The largest program supported by CDA levy funds is the Common Bond Fund (senior housing developments and Gateway Place) annual debt service payments, as required by the bond indenture. The remaining funds are available for CDA initiatives and will be budgeted through the Fiscal Year Ending (FYE) 2028 annual budget process next spring. Attachment B is an initial 2027 levy budget that will be provided to the County Treasurer/Auditor in compliance with Minnesota Statute requirements.

RECOMMENDATION
Staff recommends authorizing the 2027 CDA levy at 0.0156 percent of the Estimated Market Value that will provide an estimated \$12,252,495.

EXPLANATION OF FISCAL/FTE IMPACTS
This action sets the initial levy for 2027. The final CDA levy will be set by the CDA Board no later than December 15, with any delinquent 2026 levy funds received in February 2027, and will be budgeted in the CDA's FYE28 operating budget, which runs from July 1, 2027 – June 30, 2028.

☐ None ☐ Current budget ☐ Amendment Requested ☒ Other

RESOLUTION

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

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

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

WHEREAS, by Resolution 94-926 (December 6, 1994), the Dakota County Board authorized the CDA to levy and collect the Special Benefit Tax Levy authorized by the HRA Act, which at that time was 0.0144 percent levy limit, without subsequent annual approval of the County; and

WHEREAS, the CDA has subsequently requested approval by the County Board for any levy request above the 0.0144 percent of the estimated market value; and

WHEREAS, the current levy limit under Minnesota Statute authority is 0.0185 percent of the Estimated Market Value (EMV): and

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

WHEREAS, the CDA Board has reviewed and discussed the initial budget for the use of the 2027 levy proceeds, based on the Special Benefit Tax of EMV, for the payment of debt service for the CDA Common Bond Fund and other CDA initiatives.

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

Section 1. The 2027 levy budget of $12,252,495 of the CDA is hereby approved.

Section 2. CDA Staff are hereby authorized to forward the levy budget to the County as required by Section 469.033, Subdivision 6 of the HRA Act and to request approval by the County of $942,499 of additional levy allocable to the difference between 0.0144 percent and 0.0156 percent of EMV.

Section 3. Pursuant to Minnesota Statute, Section 469.033, Subdivision 6, a Special Benefit Tax in the amount of 0.0156 percent of the estimated market value or $12,252,495.

PREVIOUS BOARD ACTION
94-926; 12-6-1994

ATTACHMENTS
Attachment A: 2027 Levy Request Analysis
Attachment B: 2027 Proposed Levy Budget

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

2027 Levy Request Analysis

2026 Assessed, Payable 2027	Option: Maximum	Option: Same Rate	Option: Same $
Estimated Market Value	0.0185%	0.0156%	0.0150%
$78,541,636,200	$14,530,203	$12,252,495	$11,762,556

2027 Special Benefit Tax Levy Budget
Dakota County Community Development Agency

Program: Housing Development and Enhancement Programs

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

Budget Detail:

Bond-funded CDA Developments $ 5,600,000

Funds will be used for the payment of debt service on bonds issued for the development of affordable housing by the CDA.

CDA Initiatives $ 6,652,495

Funds will be used in support of CDA initiatives to further the mission of the CDA and budgeted through the CDA's FYE28 budget process.

TOTAL BUDGET REQUEST $12,252,495