Dakota County CDA
Board of Commissioners

Agenda

Meeting Date: November 17, 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

A. Approval Of Meeting Minutes – October 27, 2026 Regular Meeting 3

4. Federal Public Housing And Housing Choice Voucher

No items.

5. Consent Agenda

A. Approval Of Record Of Disbursements – October 2026 12

B. Award Of Painting Contract To Elliott's Painting And Decorating, Inc. For Routine Interior Painting Of Vacant Units 14

C. Approval Of Amendments To The Admissions And Continued Occupancy Policies For The Senior Housing, Gateway Place, Nicols Pointe And LLC & Partnership Programs 18

D. Authorization To Execute Joint Powers Agreement With Dakota County For Employee Benefit Participation And Information Technology Services 45

E. Adoption Of The 2027 CDA Board Of Commissioners Meeting Schedule 54

F. Authorization To Execute Contract Amendment With Stinson LLP For State Governmental Relations Services 56

G. Authorization To Carry Forward Unused 2026 Private Activity Bond Volume Cap 60

6. Regular Agenda

A. Continue Public Hearing On The Disposition Of A DCCDA Section 18, LLC Property 62

B. Conduct And Close A Public Hearing Date Regarding A Housing Finance Program For An Affordable Rental Housing Development And Authorization For The Issuance Of Housing Development Bonds Back By The Full Faith And Credit Of Dakota County 64

C. Executive Director Update

7. Information

A. Open To Business, 2026 Q3 Report 72

8. Adjournment

For more information, call 651-675-4434.

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

Next Meeting
December 15, 2026
CDA Board of Commissioners Regular Meeting – 3 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123

Board of Commissioners

Meeting Minutes

Meeting Date: October 27, 2026 | 3:00 PM | Boardroom; CDA Office, Eagan, MN

Commissioner Hamann-Roland called the meeting to order at 3:01 p.m.

COMMISSIONER ROLL CALL

	Present	Absent
Commissioner Slavik, District 1	*X (arrived at 3:05 p.m.)*	
Commissioner Atkins, District 2		X
Commissioner Halverson, District 3	X *(arrived at 3:10 p.m.)*	
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
Sara Swenson, Director of Administration & Communications
Sarah Jacobson, Administrative Coordinator
Lisa Alfson, Director of Community & Economic Development
Kathy Kugel, Housing Finance Manager
Maggie Dykes, Assistant Director of Housing Development – Real Estate
Troy Blakestad, Assistant Director of Housing Development – Asset Management
Lisa Hohenstein, Director of Housing Assistance
Anna Judge, Director of Property Management
Chris Meyer, Assistant Director of Finance

Others in attendance:
Brian Wisdorf, Dakota County
Erin Stwora, Dakota County
Marti Fischbach, Dakota County
Ken Isaacson, Twin Cities Housing Development Corp.
Elizabeth Bergman, Baker Tilly
Stacy Childers, Baker Tilly

AUDIENCE

No audience members addressed the Board.

APPROVAL OF AGENDA AND MEETING MINUTES

Motion was made to approve the agenda removing item 6B – Public Hearing Regarding Designation Of Property In Apple Valley due to the property being under contract to be sold to another buyer.

26-7157 **Approval Of Agenda And Meeting Minutes**

BE IT RESOLVED by the Dakota county Community Development Agency Board of Commissioners, that the agenda for the October 27, 2026 Regular Board meeting be approved as amended:

- Removal of Item 6B – Public Hearing Regarding Designation Of Property In Apple Valley

BE IT FURTHER RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the minutes for the September 22, 2026 Regular Board meeting be approved as written.

Motion: Commissioner Droste **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			
Velikolangara			X	

FEDERAL PUBLIC HOUSING AND HOUSING CHOICE VOUCHER AGENDA

Consent Agenda

26-7158 **Approval Of Amendments To The Housing Assistance Department Administrative Plan**

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

WHEREAS, the Dakota County CDA has made updates to the Housing Assistance Department Administrative Plan to update policies for the administration of the Housing Choice voucher rental assistance program.

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

26-7159 **Approval Of Amendments To The Public Housing Admissions And Continued Occupancy Policy**

WHEREAS, the Dakota County Community Development Agency (CDA), as an administrator of the public housing program, is required to adopt and maintain an Admissions and Continued Occupancy Policy to delineate the policies used to govern the programs; and

WHEREAS, the Dakota County CDA has made updates to the Public Housing Administrative Plan to update policies for the administration of the Public Housing program.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That these amendments to the Public Housing Admissions and Continued Occupancy Policy is approved.

Motion: Commissioner Halverson **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			
Velikolangara			X	

CONSENT AGENDA

26-7160 **Approval Of Record Of Disbursements – September 2026**

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

26-7161 **Award Service Contract To Jetter Clean For Routine Preventative Inspection And Cleaning Of Sewer Lines At CDA Properties**

WHEREAS, the Dakota County Community Development Agency accepted bids for the inspections and jet cleaning of waste water lines located at CDA owned properties (28 senior buildings, Gateway Place, Colleen Loney Manor, Lincoln Place and Nicols Pointe); and

WHEREAS, Jetter Clean is the low, responsive bidder with a three-year contract total of $204,944; and

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

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the three-year inspections and jet cleaning services contract for CDA properties be awarded to Jetter Clean.

26-7162 **Award Of Cleaning Contract To Brothers Manufacturing For Routine Cleaning Of Vacant Units**

WHEREAS, formal bids were received on September 16, 2026 for the necessary routine cleaning in vacant units to be completed at various CDA properties throughout Dakota County; and

WHEREAS, funds for the necessary cleaning work are to be allocated from each property's operating budget; and

WHEREAS, Brothers Manufacturing is the low, responsive bidder; and

WHEREAS, the contract bidding was done in conformance with state law.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the three-year routine cleaning contract be awarded to Brothers Manufacturing.

26-7163 **Award Contract For Access Control Replacement At Lakeside Pointe (Eagan**

WHEREAS, formal bids were received on October 9, 2026 for the Access Control project at Lakeside Pointe (Eagan) and Parkview Plaza (Mendota Heights) senior housing developments in Dakota County; and

WHEREAS, Assured Security submitted a responsive bid of $173,977.75; and

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

WHEREAS, funds are available in the current Extraordinary Maintenance Budget for this project.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director be authorized to sign a construction contract with Assured Security in the amount of $173,977.75; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director be authorized to approve change orders in an amount not to exceed $17,398.

26-7164 **Approval Of 1.0 FTE Budget Authority To Hire A Property Management Systems Administrator For The Property Management Department**

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

WHEREAS, the department has requested an additional 1.0 FTE Property Management Systems Administrator position.

WHEREAS, the cost to add this position for the remainder of the FYE 27 budget is estimated to be $93,000.

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			

REGULAR AGENDA

26-7165 **Continue Public Hearing On The Disposition Of A DCCDA Section 18, LLC Property**

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 was opened at the September 22, 2026 CDA Board meeting and was continued; and

WHEREAS, no offers have been received for the property and it continues to be marketed to solicit offers.

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

Motion: Commissioner Slavik **Second: Commissioner Halverson**

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

26-7166 **Commitment Of The Dakota County CDA's 2027 9% Low Income Housing Tax Credits**

Kathy Kugel presented information and answered questions.

WHEREAS, pursuant to Minnesota Statutes 462A.221 through 462A.225 (the Act), the Dakota county CDA is a Suballocator of 9% Low Income Housing Tax Credits (Tax Credits); and

WHEREAS, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended (the Code), by Resolution No. 26-7102, adopted on April 21, 2026, following a public hearing for which notice was duly published, the CDA adopted a Qualified Allocation Plan for 2027 tax credits (the 2027 QAP) setting forth criteria governing the award of the Agency's 2027 Tax Credits; and

WHEREAS, because the members of the Dakota County Board of Commissioners are ex-officio members of the CDA, the approval of such Resolution by the CDA satisfies the requirement that the 2027 QAP be approved by the applicable elected representative of the CDA; and

WHEREAS, the CDA received two applications for the 2027 Tax Credits by the first-round deadline, with applications from: (1) Camber Hill, LLLP, the developer of which is Twin Cities Housing Development corporation, for the acquisition and rehabilitation of a 44-unit townhome development in South St. Paul, known as Camber Hill Townhomes; and (2) 65th Street Apartments Limited Partnership, the developer of which is Connelly Development, LLC/Ron Clark Construction and Design, for the construction of a 49-unit multifamily development in Inver Grove Heights, known as 65th Street Apartments; and

WHEREAS, pursuant to Minnesota Statutes 462A.222, Subd. 3, any 2027 Tax Credits which are not committed by the CDA prior to Minnesota Housing's second round of application deadline are required to be returned to Minnesota Housing.

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

1. The CDA hereby finds and determines with respect to the Camber Hill, LLLP and 65th Street Apartments Limited Partnership applications that:

    1. The applications for Tax Credits for Camber Hill Townhomes and 65h Street Apartments are complete in all material respects.
    2. The allocation of Tax Credits requested by each of the applicants does not exceed the amount necessary for the financial feasibility of the respective projects and their viability as qualified low income housing projects throughout the 15 year compliance period.
    3. On the basis of the applications submitted, the Tax Credit scores for the applicants are as follows:

a. Camber Hill, LLLP – Camber Hill Townhomes…….108 points
b. 65th Street Limited Partnership – 65th Street Apartments….68 points

2. In making the determination set forth in 1b above, the CDA considered (a) the sources and uses of funds and the total financing planned for each project; (b) any proceeds or receipts expected to be generated by reason of tax benefits; (c) the percentage of the tax credit dollar amount used for project costs other than costs of the intermediaries; and (d) the reasonableness of the development and operational costs of each project.
3. The CDA hereby approves the commitment of all of its 2027 Tax Credits to Camber Hill Townhomes in the amount of $1,411,414.
4. The CDA hereby authorizes the establishment of a waiting list for additional Tax Credits for the Camber Hill Townhomes project. The purpose of the waiting list is to permit the CDA to commit any 2027 Tax Credits that may become available from Minnesota Housing to the project.
5. Staff is authorized to prepare, execute, and deliver all documentation necessary or convenient to provide for the commitment of its 2027 Tax Credits pursuant to this regulation and the subsequent carryover and allocation of the same, based on findings made in accordance with the requirements of the Code as each such steps. Staff is further authorized to take any actions necessary return any unused 2027 Tax Credits to Minnesota Housing prior to the second round deadline in the event Tax Credits are returned and not fully committed to a project on the waiting list.

Motion: Commissioner Slavik **Second: Commissioner Halverson**

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			

26-7167 **Establish A Date For A Public Hearing Regarding A Housing Finance Program And Issuance Of Housing Development Bonds Backed By Full Faith And Credit Of Dakota County Pursuant To Minnesota Statutes, Section 469.034, Subd. 2**

Kathy Kugel presented information and answered questions. Elizabeth Bergman and Stacy Childers provided input from Baker Tilly.

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

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

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

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

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

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

1. That a public hearing will be held by the Dakota County Community Development Agency (the “CDA”) on November 17, 2026 on or after 3:00 p.m. for the purpose of receiving comments regarding: (i) a housing finance program (the “Program”) providing for the issuance by the CDA of bonds (the “Bonds”) to finance a multifamily housing development to be located in Inver Grove Heights; and (ii) the pledge by the CDA of the full faith and credit of Dakota County (the “County”) to secure the Bonds pursuant to Minnesota Statutes, Section 469.034, subd. 2 (the “Act”).
2. That the Executive Director or his designee is hereby authorized and directed to cause notice of such public hearing to be published in a newspaper of general circulation in Dakota County, and to cause a copy of the Program to be submitted to the Metropolitan Council, not fewer than ten (10) days prior to such hearing.
3. That the CDA requests the Board of Commissioners of the county to hold a public hearing and approve the pledge by the CDA of the county’s full faith and credit to the bonds, in accordance with the Act.

Motion: Commissioner Droste **Second: Commissioner Halverson**

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 updates and Lisa Hohenstein provided information on the Bring It Home Program.

INFO **Information**

26-7168 **Adjournment**
BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners, hereby adjourns until Tuesday, November 17, 2026.

Motion: Commissioner Halverson **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			
Velikolangara			X	

The CDA Board meeting adjourned at 4:05 p.m.

_____
Clerk to the Board

Dakota County

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5A

DEPARTMENT: Finance
FILE TYPE: Regular - Consent

TITLE
Approval Of Record Of Disbursements – October 2026

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

SUMMARY
In October 2026, the Dakota County Community Development Agency (CDA) had $18,003,341.32 in disbursements and $923,374.10 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

RECOMMENDATION
Staff recommend approval of the Record of Disbursements for October 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 October 2026 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION
N/A

ATTACHMENTS
Attachment A: Record of Disbursements – October 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 October 2026

	Date	Amount	Total
Common Bond Housing			
	10/20/26	$ 5,558.66	
			$ 5,558.66
Disbursing			
	10/01/26	$ 566,448.03	
	10/08/26	$ 487,965.89	
	10/15/26	$ 753,968.63	
	10/22/26	$ 787,552.83	
	10/29/26	$ 1,148,467.15	
			$ 3,744,402.53
HOPE Program			
	10/23/26	$ 3,615,765.84	
			$ 3,615,765.84
Housing Assistance			
	10/01/26	$ 3,195,906.57	
	10/15/26	$ 155,908.78	
			$ 3,351,815.35
Housing Development & Renewal			
	10/23/26	$ 6,256,127.37	
			$ 6,256,127.37
Tax Increment Financing			
	10/26/26	$ 1,029,671.57	
			$ 1,029,671.57
Total Disbursements			**$ 18,003,341.32**
October 2026 Payroll			
	10/02/26	$ 305,981.63	
	10/16/26	$ 299,861.17	
	10/30/26	$ 317,531.30	
Total Payroll			**$ 923,374.10**

Disbursement detail is available in the Finance Office

Dakota County

CDA

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5B

DEPARTMENT: Property Management
FILE TYPE: Regular - Consent

TITLE
Award Of Painting Contract To Elliott's Painting And Decorating Inc. For Routine Interior Painting Of Vacant Units

PURPOSE/ACTION REQUESTED
Award painting contract to Elliott's Painting and Decorating Inc.

SUMMARY
This contract is for the routine interior painting of vacant units in CDA properties. This is a three-year contract starting December 1, 2026 running until September 30, 2029.

The solicitation of bids was done in accordance with public bidding requirements and publicly advertised (Attachment A).

On September 16, 2026 a bid opening was held at the CDA office. In addition to advertising, CDA staff reached out to potential vendors making them aware of the opportunity to bid. Six bids were received and deemed responsive.

The bids called for wall square foot pricing which was used to determine the lowest bidder. Elliott's Painting and Decoration Inc. was determined to be the lowest bidder. A summary of all bids received is in Attachment B.

There is not a set yearly amount for this contract because the value of the contract depends on the amount of painting performed. The contract pricing will is set to increase by $0.02 per square foot from current pricing.

RECOMMENDATION
Staff recommends approval of the painting contract with Elliott's Painting and Decorating Inc. The company has done work for the CDA in the past and has been a reliable and responsive contractor.

EXPLANATION OF FISCAL/FTE IMPACTS
Property budgets pay for this contract.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the Dakota County Community and Development Agency accepted bids for the necessary routine interior painting in vacant units to be completed at various CDA properties throughout Dakota County; and

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

WHEREAS, Elliott's Painting and Decorating Inc. is the low, responsive bidder; and

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

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That a three-year painting contract be awarded to Elliott's Painting and Decorating Inc.

PREVIOUS BOARD ACTION
23-6751; 10/17/2023

ATTACHMENTS
Attachment A: Proof of Advertising
Attachment B: Bid Tabulation

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

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF DAKOTA) ss

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

Dakota County Tribune

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

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 08/28/2026 and the last insertion being on 09/04/2026.

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

By: _____
Designated Agent

Subscribed and sworn to or affirmed before me on 09/04/2026

_____
Notary Public

JACQUELINE HUERTA
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

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

Ad ID 1553234

9/16/2026
Public Bid Opening
10:00 a.m.

Vacant Unit Painting Price Summary

Contractor	Addendum #1 Noted	Rate	Stain Killing Primer WALLS/CEILING (per SF) Year 1	Year 2	Year 3	Latex Prime & Finish WALLS (per SF) Year 1	Year 2	Year 3	Additional Coat WALLS/CEILINGS (per SF) Year 1	Year 2	Year 3
Elliott's Painting	Yes	(standard rate)	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
		(DB rate)	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Arch Construction	Yes	(standard rate)	$0.72	$0.76	$0.80	$1.18	$1.24	$1.30	$0.58	$0.61	$0.64
		(DB rate)	$1.05	$1.10	$1.15	$1.58	$1.65	$1.72	$0.82	$0.86	$0.90
Brother's Manufacturing	Yes	(standard rate)	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26
		(DB rate)	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26	$0.26
Fresh Look	No	(standard rate)	$2.50	$2.75	$3.00	$2.50	$2.75	$3.00	$2.50	$2.75	$3.00
		(DB rate)	$3.75	$4.50	$5.00	$3.75	$4.50	$5.00	$3.75	$4.50	$5.00
Cesar's Painting	No	(standard rate)	$0.45	$0.47	$0.48	$0.76	$0.80	$0.83	$0.40	$0.41	$0.43
		(DB rate)	$0.71	$0.74	$0.78	$1.14	$1.19	$1.25	$0.60	$0.63	$0.67
Craft Masters	Yes	(standard rate)	$0.55	$0.58	$0.61	$1.39	$1.46	$1.54	$0.43	$0.46	$0.49
		(DB rate)	$0.78	$0.82	$0.89	$1.99	$2.09	$2.20	$0.62	$0.66	$0.70

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5C

DEPARTMENT: Property Management
FILE TYPE: Regular - Consent

TITLE
Approval Of Amendments To The Admissions And Continued Occupancy Policies For The Senior Housing, Gateway Place, Nicols Pointe And LLC & Partnership Programs

PURPOSE/ACTION REQUESTED
Approve amendments to the Admissions and Continued Occupancy Policies for the Senior Housing, Gateway Place, Nicols Pointe, and LLC & Partnership Programs.

SUMMARY
The Dakota County Community Development Agency (CDA), as the administrator of the Senior Housing, Gateway Place, Nicols Pointe and LLC & Partnership programs maintains an Admissions and Continued Occupancy Policy for each program stating the policies set forth in each program from application to residency.

Periodically, the policies need to be updated for administrative changes, etc. The Dakota County CDA is incorporating policies that we have updated for administrative and management reasons.

RECOMMENDATION
Staff recommends approval of the amendments to these policies.

EXPLANATION OF FISCAL/FTE IMPACTS
None.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the Dakota County Community Development Agency (CDA), as the administrator of the Senior Housing, Gateway Place, Nicols Pointe and LLC & Partnership programs maintain Admissions and Continued Occupancy policies for each program; and

WHEREAS, the Dakota County CDA has made updates to these programs for administrative and management purposes.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That these amendments to the Senior Housing, Gateway Place, Nicols Pointe and LLC & Partnership Admissions and Continued Occupancy policies are approved.

PREVIOUS BOARD ACTION
N/A

ATTACHMENTS
Attachment A: Pages from Senior Housing Admissions and Continued Occupancy Policy
Attachment B: Pages from Gateway Place Admissions and Continued Occupancy Policy
Attachment C: Pages from Nicols Pointe Admissions and Continued Occupancy Policy
Attachment D: Pages from LLC & Partnership Admissions and Continued Occupancy Policy

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

DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)

SENIOR HOUSING
ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Last amended: December 2013
September 2018
September 2020
July 2022
May 2023
October 2023

November 2026

Part IV

RESIDENT SELECTION AND ASSIGNMENT POLICIES

The Resident Selection and Assignment Policies have been designed by the CDA to take into consideration the needs of individual families for the purpose of developing and operating a socially and financially sound low to moderate-income housing program, which provides a decent home, suitable environment, and fosters economic and social diversity in the resident body as a whole.

A. The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, political or other affiliation, marital status, handicap, or source of income.

B. Resident Selection and Assignment Plan

Each applicant shall be assigned their appropriate place on a waiting list (1 bedroom, 2 bedroom or both) in sequence based upon the date and time their application is received and factors affecting preference or priority established by CDA regulation.

When an applicant reaches the top of a waiting list, their eligibility for the program will be evaluated. Once their application is approved, applicants can select up to four (4) buildings where they'd like to reside. They will be placed on those building applicant lists in sequence based upon the date and time their program eligibility is verified.

At a given time, the applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan:

1. If at the time the eligible applicant comes to the top of the waiting list and a unit is available, the applicant must accept the vacancy offered or be removed from that eligible applicant list.

2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer due to health reasons, and presents clear evidence of inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.

3. An applicant pending a fraud investigation by any government agency will be bypassed on the applicant list until the applicant is either convicted or acquitted of fraud.

4. Once an applicant accepts a unit offered to them by the CDA, the applicant's name will be removed from all other building applicant lists that they were on.

C. Preference Factors in the Selection of Residents for Senior Housing

In selecting eligible applicants to fill vacancies the CDA shall give consideration to the following factors in the order shown:

1. Applicants who are currently CDA Family Partnership or Public Housing residents in good standing whom are eligible, and the CDA has determined a transfer to a Senior Housing unit is warranted, for reasons of hardship, disability, family size change, or other business reasons which cannot be readily accommodated under the Family Partnership or Public Housing program as determined by the CDA's Director of Property Management

2. Applicants who are Dakota County residents and who:

   a. Are displaced by a disaster such as fire, flood, or tornado.

   b. Are displaced by federal, state or local government related to public improvement or development.

   c. Have vacated their housing unit as a result of actual or threatened physical violence recently or of a continuing nature directed against the applicant or one or more members of applicant's family by a spouse or other household member or applicant lives in a housing unit with such an individual who engages in such violence. In addition, the applicant must be referred from a domestic abuse shelter in which they are currently residing in.

3. Applicants who are residents of, or are working in Dakota County, or who have Community Roots.

NOTE: Community roots are defined as applicants who work, or have immediate family members in the County. Immediate family members are defined as mother, father, son,daughter, brother or sister.

4. Applicants who are non-Dakota County residents.

Accessible units will be filled by applicants, whether Dakota County residents or a Veteran, that have a physical disability and are in need of an accessible unit. These applicants will be offered handicap accessible units prior to all other applicants who do not have the need for an accessible unit.

D. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin as follows:

Residents may request to be put on the waiting list for a different bedroom size. When they reach the top of the waiting list and have fulfilled their initial lease they may accept the unit offered,

1. If it is determined that a resident is in need of a handicapped accessible apartment they will be transferred at no cost to the resident, once proper documentation has been approved by the Dakota County CDA and an accessible unit becomes available. Transfers of this type will take precedence over new admissions.

2. If it is determined that a two-bedroom, subsidized resident is in need of a one-bedroom subsidized unit due to a sufficient decrease in income because of the death or nursing home-type placement of the co-head, or significant decrease in their own income (such as job loss) the resident will be transferred to a one-bedroom at no cost to the resident once approved by the Dakota County CDA. Transfers of this type will take place precedence over new admissions.

3. Residents may request to transfer to the same bedroom size within the building that they are residing, as a convenience transfer and they will assume all costs of preparing their original unit for re-rental (including, but not limited to: painting, cleaning and flooring replacement).

E. Purging the Waiting List

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the CDA will send a notice via email to each applicant on the waiting list to determine whether the applicant continues to be interested in the program. This notice will be sent to the last email address that the CDA has on record for the applicant.

If the applicant fails to respond by the deadline provided, the applicant will be removed from the waiting list without further notice.

If the notice is returned as undeliverable, the applicant will be removed from the waiting without further notice.

- ~~If the applicant contacts the CDA within 30 days of removal, the applicant will be placed back on the waiting list.~~

F. Removal from the Waiting List

If at any time an applicant is determined ineligible, they will be removed from the waiting list.

If at any time an applicant requests that their name be removed from the waiting list, the applicant will be removed from the waiting list.

If an applicant is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to preference or other eligibility components, a notice will be sent to the applicant's last known email address on file.

Part VI

ADDITIONAL CHARGES

A. Security Deposit

Each resident is required to pay a security deposit in an amount determined by the CDA. Such payment must be made prior to occupancy. The security deposit will be held until the resident lease end date and will be returned according to Minnesota Landlord and Tenant Statute Chapter 504.20, Subdivision 7A.

The security deposit may not be used to pay charges during occupancy. The amount of security deposit is consistent for all senior housing units. The following is the amounts required as security deposits for CDA senior units (all rent structure types, including those units where a Housing Choice Voucher is being utilized by the resident):

- 1 bedroom unit = $600
- 2 bedroom unit = $850

The Executive Director shall have the authority to change the security deposit requirements based on current conditions.

B. Garage Parking Monthly Charge

There will be an additional charge ~~of $50.00~~ per month for each garage space. Garage spaces are optional and will only be assigned at the resident's request.

All garage spaces will be assigned for the exclusive use of the resident and will be awarded on first come basis. Payment for the garage space is due and payable on or before the 1st of the month.

The Executive Director shall have the authority to change the garage charge based on current conditions.

DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)

GATEWAY PLACE
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Origination Date: June 2021
October 2023
November 2026

Part IV

RESIDENT SELECTION AND ASSIGNMENT POLICIES

The Resident Selection and Assignment Policies have been designed by the CDA to take into consideration the needs of individual households for the purpose of developing and operating a socially and financially sound housing program, which provides a decent home, suitable environment, and fosters economic and social diversity in the resident body as a whole.

A. The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, political or other affiliation, marital status, handicap, or source of income.

B. Resident Selection and Assignment Plan

Each applicant shall be assigned their appropriate place on a waiting list in sequence based upon the date and time their application is received, suitable type or size of unit, property applicant is applying for and factors affecting preference or priority established by CDA regulation.

At a given time, the applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan:

1. If at the time the eligible applicant comes to the top of the waiting list and a unit is available, the applicant must accept the vacancy offered or be removed from that eligible applicant list.

2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer due to health reasons, and presents clear evidence of inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be an allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.

3. An applicant pending a fraud investigation by any government agency will be bypassed on the waiting list until a verdict has been rendered.

4. If an applicant has come to the top of the waiting list and refused the unit offered, the applicant's name will be removed from that waiting list. The applicant shall be notified in writing of this action. This policy may be waived if the refusal qualifies as an "allowable refusal". (Part IV, Section B, 2).

5. Once an applicant accepts a unit offered to them by the CDA, the applicant's name will be removed from all other waiting lists that they were on at time of acceptance of offered unit.

Purging the Waiting List

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the CDA will send a notice via email to each applicant on the waiting list to determine whether the applicant continues to be interested in the program. This notice will be sent to the last email address that the CDA has on record for the applicant.

If the applicant fails to respond by the deadline provided, the applicant will be removed from the waiting list without further notice.

If the notice is returned as undeliverable, the applicant will be removed from the waiting without further notice.

- ~~If the applicant contacts the CDA within 30 days of removal, the applicant will be placed back on the waiting list.~~

Removal from the Waiting List

If at any time an applicant is determined ineligible, they will be removed from the waiting list.

If at any time an applicant requests that their name be removed from the waiting list, the applicant will be removed from the waiting list.

If an applicant is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to preference or other eligibility components, a notice will be sent to the applicant's last known email address on file.

C. Preference Factors in the Selection of Residents

Within each preference factors as described, applicants will be placed on the waiting list and offered units according to date and time of application. In selecting eligible applicants to fill vacancies the CDA shall give consideration to the following factors in the order shown:

1. Applicants who are currently CDA residents in good standing whom are eligible, and the CDA has determined a transfer to Workforce Housing Program is warranted, for reasons of hardship, disability, family size change, or other business reasons which cannot be readily accommodated under the CDA's other housing programs as determined by the CDA's Director of Property Management

2. Applicants who are Dakota County residents and who:

a. Are displaced by a disaster such as fire, flood, or tornado.

b. Are displaced by federal, state or local government related to public improvement or development.

c. Have vacated their housing unit as a result of actual or threatened physical violence recently or of a continuing nature directed against the applicant or one or more members of applicant's family by a spouse or other household member or applicant lives in a housing unit with such an individual who engages in such violence. In addition, the applicant must be referred from a domestic abuse shelter in which they are currently residing in.

3. Applicants who are Dakota County residents (as defined in Glossary).

4. Applicants who are non-Dakota County residents.

~~Handicap a~~Accessible units will be filled by applicants, whether Dakota County residents or a Veteran, that have a physical disability and are in need of an accessible unit. These applicants will be offered ~~handicap~~ accessible units prior to all other applicants who do not have the need for an accessible unit.

D. Initial Occupancy Resident Qualifications

At initial occupancy, the CDA will provide:

1. That all of the units (100%) are occupied by households which contain at least one individual who is eighteen (18) years of age.

1. All of the units (100%) are occupied by households which have a gross household income that is at or below sixty percent (60%) of the county or State of Minnesota non-Metro median income, whichever is greater, as defined by the United States Department of Housing and Urban Development.

E. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin as follows:

Residents may request to be put on the waiting list for a different bedroom size. When they reach the top of the waiting list and have fulfilled their initial lease they may accept the unit offered.

1. If it is determined that a resident is in need of an ~~handicapped~~ accessible apartment they will be transferred at no cost to the resident, once proper

documentation has been approved by the Dakota County CDA and an accessible unit becomes available. Transfers of this type will take precedence over new admissions.

2. If it is determined that a one-bedroom, subsidized resident is in need of a studio subsidized unit due to a sufficient decrease in income the resident may be transferred to a studio apartment at no cost to the resident once approved by the Dakota County CDA. Transfers of this type will take place precedence over new admissions.

3. Residents may request to transfer to the same bedroom size within the building that they are residing in as a convenience transfer and they will assume all costs of preparing their original unit for re-rental (including, but not limited to: painting, cleaning and flooring replacement).

Part VI

ADDITIONAL CHARGES

A. Security Deposit

Each household is required to pay a security deposit in an amount determined by the CDA. Such payment must be paid in full prior to occupancy. The security deposit will be held until the resident lease end date and will be returned according to Minnesota Landlord and Tenant Statute Chapter 504.20, Subdivision 7A.

The security deposit may not be used to pay charges during occupancy. The amount of security deposit is equal to one month's rent.

The Executive Director shall have the authority to change the security deposit requirements based on current conditions.

B. Garage Parking Monthly Charge

There will be an additional charge ~~of $30.00~~ per month for each garage space. Garage spaces are optional and will only be assigned at the resident's request.

All garage spaces will be assigned for the exclusive use of the resident(s) and will be awarded on first come, first serve basis. Payment for the garage space is due and payable on or before the 1st of the month.

The Executive Director shall have the authority to change the garage charge based on current conditions.

DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)

NICOLS POINTE
ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Origination Date: October 2023
Revised Date: April 2024
November 2026

Part IV

RESIDENT SELECTION AND ASSIGNMENT POLICIES

The Resident Selection and Assignment Policies have been designed by the CDA to take into consideration the needs of individual families for the purpose of developing and operating a socially and financially sound low to moderate-income housing program, which provides a decent home, suitable environment, and fosters economic and social diversity in the resident body as a whole.

A. The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, political or other affiliation, marital status, handicap, or source of income.

B. Resident Selection and Assignment Plan

Each applicant shall be assigned their appropriate place on the waiting in sequence based upon the date and time their application is received and factors affecting preference or priority established by CDA regulation.

When an applicant reaches the top of the waiting list, their eligibility for the program will be evaluated. Once their application is approved they will be placed on those building applicant lists in sequence based upon the date and time their program eligibility is verified.

At a given time, the applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan:

1. If at the time the eligible applicant comes to the top of the waiting list and a unit is available, the applicant must accept the vacancy offered or be removed from that eligible applicant list.

2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer due to health reasons, and presents clear evidence of inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.

3. An applicant pending a fraud investigation by any government agency will be bypassed on the applicant list until the applicant is either convicted or acquitted of fraud.

4. Once an applicant accepts a unit offered to them by the CDA, the applicant's date of application will move to the date of move in for any remaining CDA housing waiting lists that they are on.

C. Preference Factors in the Selection of Residents for Nicols Pointe Housing

In selecting eligible applicants to fill vacancies the CDA shall give consideration to the following factors in the order shown:

1. Applicants who are Dakota County residents and who:

    a. Are displaced by a disaster such as fire, flood, or tornado.

    b. Are displaced by federal, state or local government related to public improvement or development.

    c. Have vacated their housing unit as a result of actual or threatened physical violence recently or of a continuing nature directed against the applicant or one or more members of applicant's family by a spouse or other household member or applicant lives in a housing unit with such an individual who engages in such violence. In addition, the applicant must be referred from a domestic abuse shelter in which they are currently residing in.

2. Applicants who are residents of, or are working in Dakota County, or who have Community Roots **and** are Veterans

3. Applicants who are Veterans

4. Applicants who are residents of, or are working in Dakota County, or who have Community Roots.

NOTE: Community roots are defined as applicants who work, or have immediate family members in the County. Immediate family members are defined as mother, father, son, daughter, brother or sister.

5. Applicants who are non-Dakota County residents

~~Handicap a~~Accessible units will be filled by applicants, whether Dakota County residents or a Veteran, that have a physical disability and are in need of an accessible unit. These applicants will be offered handicap accessible units prior to all other applicants who do not have the need for an accessible unit.

D. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin as follows:

1. If it is determined that a resident is in need of a handicapped accessible apartment they will be transferred at no cost to the resident, once proper documentation has been approved by the Dakota County CDA and an accessible unit becomes available. Transfers of this type will take precedence over new admissions.

2. Residents may request to transfer to the same bedroom size within the building that they are residing, as a convenience transfer and they will assume all costs of preparing their original unit for re-rental (including, but not limited to: painting, cleaning and flooring replacement).

E. Purging the Waiting List

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the CDA will send a notice via email to each applicant on the waiting list to determine whether the applicant continues to be interested in the program. This notice will be sent to the last email address that the CDA has on record for the applicant.

If the applicant fails to respond by the deadline provided, the applicant will be removed from the waiting list without further notice.

If the notice is returned as undeliverable, the applicant will be removed from the waiting without further notice.

- ~~If the applicant contacts the CDA within 30 days of removal, the applicant will be placed back on the waiting list.~~

F. Removal from the Waiting List

If at any time an applicant is determined ineligible, they will be removed from the waiting list.

If at any time an applicant requests that their name be removed from the waiting list, the applicant will be removed from the waiting list.

If an applicant is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to preference or other eligibility components, a notice will be sent to the applicant's last known email address on file.

Part VI

ADDITIONAL CHARGES

A. Security Deposit

Each resident is required to pay a security deposit in an amount determined by the equal to one months rent. Such payment must be made prior to occupancy. The security deposit will be held until the resident lease end date and will be returned according to Minnesota Landlord and Tenant Statute Chapter 504.20, Subdivision 7A.

The security deposit may not be used to pay charges during occupancy.

The Executive Director, or his or her's designee, shall have the authority to change the security deposit requirements based on current conditions.

B. Garage Parking Monthly Charge

There will be an additional charge ~~of $50.00~~ per month for each garage space. Garage spaces are optional and will only be assigned at the resident's request.

All garage spaces will be assigned for the exclusive use of the resident and will be awarded on first come basis. Payment for the garage space is due and payable on or before the 1st of the month.

The Executive Director shall have the authority to change the garage charge based on current conditions.

DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY

FAMILY HOUSING PARTNERSHIP PROGRAM & LIMITED LIABILITY CORPORATION (LLC)

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Revision Dates:
November 2014
August 2017
November 2018
April 2020
March 2022
January 2023
May 2023
October 2023
November 2026

Part IV

TENANT SELECTION AND ASSIGNMENT POLICIES

The Tenant Selection and Assignment Policies have been designed by the CDA to take into consideration the needs of individual families for housing and the statutory purpose in developing and operating a socially and financially sound housing program which provides a decent home and suitable living environment and fosters economic and social diversity in the tenant body as a whole.

A. **Non-Discrimination Clause**

The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, sex, marital status, familial status, disability, sexual orientation, and status with regards to public assistance.

B. Tenant Selection and Assignment Plan

Each applicant shall be assigned his/her appropriate place on the interest list in sequence based upon date and time the application is received and other factors affecting preferences established by the CDA.

Once a file is approved for occupancy, the application will be placed on the waiting list of ~~a maximum of three (3) developments~~the city they applied for and were selected from. ~~The bedroom size will be determined by the CDA's occupancy standards contained within this document.~~ At a given time, the applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan:

1. If at the time the eligible applicant comes to the top of the waiting list at a specific development chosen by the applicant, and a unit isavailable, the applicant must accept the unit offered or be removed from that waiting list.

2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer, and presents clear evidence of his/her inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be an allowable refusal and the applicant's name shall be by-passed on the waiting list. The CDA only considers a current health condition as a "allowable refusal".

3. Once an applicant accepts a unit offered to them by the CDA, the applicant's name will be removed from all other waiting list.

4. If a family is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to eligibility components, a notice will be sent to the family's address of record as well as to an email address provided on the initial application.

5. If a unit is uncommitted after turnover, an email blast will be sent to all approved files seeing if anyone is interested. The unit will be filled on a first-come, first-served basis.

6. If no approved file applicant accepts the un-occupied unit within one week, the CDA will send an email blast to all waiting list applicants and will fill the unit on a first come, first served basis after approval of file.

Purging the Waiting List

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the CDA will send a notice via email to each applicant on the waiting list to determine whether the applicant continues to be interested in the program. This notice will be sent to the last email address that the CDA has on record for the applicant.

If the applicant fails to respond by the deadline provided, the applicant will be removed from the waiting list without further notice.

If the notice is returned as undeliverable, the applicant will be removed from the waiting without further notice.

- ~~If the applicant contacts the CDA within 30 days of removal, the applicant will be placed back on the waiting list.~~

Removal from the Waiting List

If at any time an applicant is determined ineligible, they will be removed from the waiting list.

If at any time an applicant requests that their name be removed from the waiting list, the applicant will be removed from the waiting list.

If an applicant is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to preference or other eligibility components, a notice will be sent to the applicant's last known email address on file.

C. Preference Factors in the Selection of Tenants for Family Townhome Program

Within each preference factor as described, applicants will be placed on the waiting list and offered units according to the approved date and time of application. The CDA, in selecting eligible applicants to fill vacancies, shall give consideration to the following factors in the order shown (also taken into consideration will be any restrictions required by the developments LURA and other funding requirements):

1. Applicants who are currently CDA residents, in good standing, whom are income eligible and the CDA hasdetermined a transfer to a Family Partnership and/or LLC unit is warranted for reasons of hardship, disability, family size change outside of the listed Occupancy Standards, or other business reasons which cannot beready accommodated under other housing programs administered by the Property Management Department, as determined by the CDA Director of Property Management.

2. Applicants who are Dakota County residents and who:

a. Are displaced by a disaster such as fire, flood, or tornado.

b. Are displaced by federal, state or local government related to public improvement or development.

3. Dakota County applicant whose income falls below 60% of area median income.

4. Non-Dakota County applicants

D. Preference Factors in the Selection of Tenants for Limited Liability Corporation (LLC) developments

Within each preference factor as described, applicants will be placed on the waiting list and offered units according to approved date and time of application. The CDA in selecting eligible applicants to fill vacancies shall give consideration to the following factors in the order shown (also taken into consideration will be any restrictions required by the developmentsLURA and other funding requirements):

1. Applicants who are currently CDA residents, in good standing, whom are income eligible and the CDA hasdetermined a transfer to a Family Partnership and/or LLC unit is warranted for reasons of hardship, disability, family size change outside of the listed Occupancy Standards, or other business reasons which cannot bereadily accommodated under other housing programs administered by the Property Management department, as determined by the CDA Director of Property Management.

2. Applicants who are Dakota County residents and who:

   a. Are displaced by a disaster such as fire, flood, or tornado.

   b. Are displaced by federal, state or local government related to public improvement or development.

3. Dakota County applicants whose income falls below 50% or 60% (depending on LURA) of area median income.

4. All non-Dakota County applicants

~~Handicap a~~Accessible units will be filled by applicants, whether Dakota County residents or a Veteran, that have a physical disability and are in need of an accessible unit. These applicants will be offered ~~handicap~~ accessible units prior to all other applicants who do not have the need for an accessible unit. Family composition can be waived if a 1 person household is in need of a 2-bedroom accessible unit due to the limited number of 1-bedroom accessible units that the CDA owns and manages.

D. Initial Occupancy Tenant Qualifications

At initial occupancy, the CDA will provide:

1. That all of the units (100%) are occupied by families which contain at least one individual who is under eighteen (18) years of age, and is also not a head or co-head of the household, married, or a live-in attendant; (with the exception of 1-bedroom units where occupancy allows for a single person household) and

2. All of the units (100%) are occupied by families which have a gross family income of less than sixty percent (60%) of the county or State of Minnesota non-Metro median income, whichever is greater, as defined by the United States Department of Housing and Urban Development, except when the LURA restricts occupancy to 50% of the area median income.

E. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, creed, religion, sex, national origin, sex, marital status, familial status, disability, sexual orientation, and status with regards to public assistance as follows:

1. Tenants shall not be transferred to a dwelling unit of equal size within a project, except for alleviating hardships as determined by the Executive Director or his/her designee.

2. Transfers shall be made to correct ~~over-crowding or~~ under-utilization of a unit in accordance with the occupancy standards if an appropriate size dwelling unit becomes available within 12 months of the change in the household composition. If the appropriate size unit does not become available within 12 months, the tenant will be given a notice to vacate.

   Households with over-crowding will NOT be internally transferred. Households with an increase in members that require a larger bedroom size must apply for the correct bedroom size on the CDA's waiting list and come up off the top in order for the file to be processed.

~~2.~~

3. If it is determined that a tenant is in need of a handicapped accessible unit, the tenant will be transferred at no cost to the tenant. Transfers of this type will take precedence over new admissions.

Part VII

RE-EXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

A. As required by the law, the CDA will annually re-examine the status of each tenant family relating to eligibility for continued occupancy, the rent charge, and the size of the unit required. Such re-examination shall be made at least once each occupancy year.

B. The CDA shall require a written Application for Continued Occupancy from each family, signed by the head of the family and any other member of household 18 years of age or older which will set forth in detail all data and information necessary to determine: (1) whether the family meets the requirements of eligibility for continued occupancy, (2) the rent to be charged, and (3) the size of the unit required.

C. Tenants, at the time of application for continued occupancy, will be deemed ineligible by failure to meet any of the following:

1. Tenants who are ineligible because of their breach of lease clauses shall be so advised in writing and their leases terminated pursuant to the terms and conditions of the lease.

2. If, at any time, the tenant is ineligible due to ~~over-crowding or~~ under -utilization of the unit in accordance with the Occupancy Standards, the CDA will require the family to move within 12 months if the appropriate size dwelling unit does not become available.

3. Tenants whom are now subject to a lifetime registration requirement under the State sex offender registration program. All household members will be searched for on the Sex Offender Registry web site annually.

D. Income will be reviewed each year at the time the annual re-examination by submitting each household members most recent tax return documents to determine eligibility for continued occupancy unless other funding sources require third party verification of income and assets. If, upon such review, it is found that the rent being charged no longer conforms to the approved rent schedule, the rent will be adjusted accordingly and the new rent will be effective on the annual lease date.

E. An addition of a person in the unit requires the CDA's advance review and written approval of the family's continued eligibility. The CDA will not approve the addition of a person to the unit within the first six months of occupancy if that additional person's income, together

with the tenant's family income at admissions would have resulted in the family being ineligible for admission.

F. When any of the following circumstances occur, rent and income will be reviewed and rent adjusted in accordance with the Schedule of Rents.

1. Household Annual Income decreases to below 80% AMI maximum income adjusted for family size as determined annually by HUD.

2. An addition of a person in the unit, which also requires the CDA's review and approval of the family's continued eligibility.

3. There is a change in CDA policy or state or federal regulations which would require a rent review.

The CDA will only perform one special rent and income review in an annual lease term due to reductions in income. In no event shall rent be reduced below the minimum rents listed in the Schedule of Rents.

Increases in rent resulting from rent reviews are to be effective on the anniversary date of the lease. Decreases in rent are to be effective the first day of the month following report and verification of the change.

G. If it has been determined that a tenant has misrepresented to Management the facts upon which the rent is based, so that the rent paid is less than should have been charged, then the increase in rent shall be made retroactive to the anniversary date. IfManagement determines that the tenant has gained admission or remained in occupancy inthe CDA's project through the tenant's willful misrepresentation of income, assets, or familycomposition, Management may notify the tenant that the tenant has 60 days to find other housing and vacate the leased premises. Restitution of the difference must be paid in full within a time limit determined by the CDA.

H. If management determines that a tenant intentionally or deliberately misrepresented his/her income, assets, or family composition, the tenant will be given notice of termination at the timethe misrepresentation is discovered; whether the tenant is or is not eligible at the time the misrepresentation is discovered.

Part IX

OCCUPANCY STANDARDS

In no event should waiver action be taken to assign smaller units to families than established in the following maximums:

In determining initial unit size, the following criteria will be used:

~~1. Spouses, co-heads (couples) and related adults of the same sex will be required to share a bedroom.~~

~~2. Children of the same sex will be required to share a bedroom~~

~~3.~~1. No more than two persons shall occupy the same bedroom.

~~4. Children of opposite sexes, persons of different generations and unrelated adults may, but would not be required to share a bedroom.~~

~~The relationship, age, sex, health and handicap of the members of the family shall be taken into consideration in assigning unit sizes.~~

Thisese principles will result in the following standards~~s~~:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1	1	2
2	2	4
3	3	6
4	4	8

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5D

DEPARTMENT: Administration
FILE TYPE: Regular - Consent

TITLE
Authorization To Execute Joint Powers Agreement With Dakota County For Employee Benefit Participation And Information Technology Services

PURPOSE/ACTION REQUESTED
Authorize Executive Director to execute a joint powers agreement (JPA) with Dakota County for continued participation in employee benefit plans (medical, dental and vision) and to procure as needed, Information Technology services.

SUMMARY
The CDA has a long history of collaborating with Dakota County to participate in employee benefit plans (medical, dental and vision) and to procure, as needed, Information Technology services.

The current JPA expires on December 31, 2026. The County and CDA desire to renew JPA for another two years and a drafted document is Attachment A.

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

EXPLANATION OF FISCAL/FTE IMPACTS
Costs for services outlined in the JPA are incorporated into the CDA's annual budgets.

CDA employees are responsible for paying the employee-share premium costs associated with their participation in the County's group employee benefit plans. The CDA is responsible for paying all employer-share premium costs associated with its employees' participation in the benefit plans in addition to a monthly administrative fee. The current administrative fee is $5 per employee per month. The renewal JPA increases those fees to $10 per employee per month for 2027 and $12 per employee per month for 2028.

The CDA will reimburse the County when the IT department incurs significant expenses associated with providing IT services to the CDA.

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
WHEREAS, the current agreement for Employee Benefit participation and procurement of Information Technology Services between the Dakota County CDA and Dakota County expires on December 31, 2026; and

WHEREAS, the CDA wishes to continue to procure these services from Dakota County; and

WHEREAS, Dakota County is willing to provide these services to the CDA.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to execute a joint powers agreement between the Dakota County CDA and Dakota County for 2027 and 2028 to continue participation in Dakota County employee benefit plans and procure Information Technology services, substantially as presented, and subject to approval by the Dakota County Attorney's Office as to form.

PREVIOUS BOARD ACTION
24-6915; 12/4/2024

ATTACHMENTS
Attachment A: Joint Powers Agreement for Employee Benefit Plans and IT services

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

JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

This Joint Powers Agreement ("Agreement") is between the Dakota County, a political subdivision of the State of Minnesota ("County'") and the Dakota County Community Development Agency, a public body corporate and politic in the State of Minnesota ("CDA'"), collectively the "Parties", pursuant to the authority conferred upon them by Minn. Stat.§ 471.59.

WHEREAS, the County is a political subdivision of the State of Minnesota; and

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

WHEREAS, the County currently provides CDA employees access to its group medical, dental and vision employee benefit plans (collectively, "Employee Benefits Participation") and provides the CDA with certain information and technology serviced (collectively, "IT Services") pursuant to previously executed Joint Powers Agreements; and

WHEREAS, the CDA desires that the County continue to provide Employee Benefit Participation and IT Services as further described in this Agreement and the attached Appendices, as amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
PURPOSE

The Purpose of this Agreement is:

A. To enable CDA employees to participate in the County's group medical, dental and vision employee benefit plans in 2027 and 2028; and

B. To enable the CDA to request and receive IT services from the County's IT Department ("IT Department"); and

ARTICLE II
TERM

This Agreement shall be in full force and effect on January 1, 2027, and shall continue in full force until December 31, 2028, or until terminated pursuant to Section 4.G. herein, whichever occurs first (the "Agreement Term").

ARTICLE III
SERVICES

In accordance with the terms of this Agreement, the County will provide the CDA with the Employee Benefit Participation and IT Services pursuant to the terms, conditions, and provisions in Appendices 1 and 2, which are attached hereto and incorporated herein:

A. Appendix 1 County Provision of Employee Benefits Participation;

B. Appendix 2 County Provision of IT Services.

ARTICLE IV
GENERAL

A. Compliance with Laws and Standards. The Parties agree to comply with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Parties are responsible, including, without limitation, the Minnesota Government Data Practices Act ("MGDPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), if applicable. Each party shall rely on its own appointees for such compliance.

B. Data Privacy and Security Compliance. The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the MGDPA; HIPAA, and its implementing rules and regulations (including Privacy, Security, Breach Notification and Enforcement rules and regulations); and all other federal, state and local laws that apply to such data.

C. Non-Employee Status. In implementing the terms of this Agreement, the County's employees and agents are not employees of the CDA, and the CDA's employees and agents are not employees of the County.

D. Accounting. All funds shall be accounted for according to generally accepted accounting principles. Each party shall allow the other party access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matters of the Agreement for purposes of audit.

E. Disposition of Property. Upon termination of this Agreement, any property acquired as a result of activities undertaken pursuant to this Agreement and any surplus moneys shall be returned in proportion to the contributions of the Parties.

F. Amendments. Any amendments, changes, or modifications to this Agreement will be valid only if reduced to writing, approved by the Parties' respective Boards, and signed by the County Manager and the CDA Executive Director.

G. Notices and Authorized Representatives. All notices and other communications required under or contemplated by this Agreement will be in writing and delivered personally, via First Class mail (postage prepaid) or e-mail to the following Authorized Representatives:

To the CDA	Executive Director Dakota County Community Development Agency 1228 Town Centre Drive Eagan, MN 55123
To the County	Dakota County Manager Dakota County Administration Center 1590 Highway 55 Hastings, MN 55033

These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

H. Termination. This Agreement shall terminate upon 180 days' written notice to the Authorized Representative or on December 31, 2028, whichever occurs first. Upon termination, the Human Resources Department or IT Department shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination. Notice required to be provided pursuant to this Agreement to the County regarding termination of this Agreement shall also be provided to the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

I. Integration and Interpretation. It is the intent of the Parties that the Attached Appendices and the body of this Agreement are to be interpreted as an integrated whole. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements. To the extent any provision in any Appendix conflicts or is inconsistent with the body of this Agreement, then the provision in the Appendix shall govern and prevail. Nothing in this Agreement shall be interpreted to limit or abridges the CDA's right to enter into one or more separate agreements to provide services for a specific project with the County or any other third-party.

J. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Approved as to form

Assistant County Attorney date

Approved by Dakota County Board
Resolution _____

DAKOTA COUNTY

Heidi Welsch
County Manager
Date of signature:_____

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

Approved by Dakota County Community Development Agency
Resolution #__

Tony Schertler
Executive Director
Date of signature:_____

[This section is intentionally blank]

Appendix 1
County Provision of Employee Benefits Participation

1. **Participation in County Group Employee Benefit Plans.**

   a. **Eligibility.** The County shall allow CDA employees to participate in the County's group medical, dental and vision employee benefit plans on the same basis as County employees. Eligibility for participation in such plans is governed by the terms and conditions of applicable plan documents.

   b. **Premium Costs.** CDA employees are responsible for paying their respective employee share premium costs associated with their participation in the County's group medical, dental and vision employee benefit plans. The CDA shall pay the County all employer share premium costs associated with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. In no event shall the County be responsible for any premium or other costs associated with CDA employees' participation in the County's group medical, dental or vision employee benefit plans.

   c. **Administrative Fee.** The CDA shall pay the County an administrative fee in connection with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. Such administrative fee shall be established on an annual basis by the Director of the Dakota County Employee Relations Department and communicated to the CDA's Executive Director in writing. The administrative fee for 2027 will be $10 per employee per month. The fee for 2028 will be $12 per employee per month.

2. **Liability and Indemnification.** The CDA agrees to defend, indemnify, and hold harmless the County and its elected officials, employees and agents from all claims, demands, and causes of action of any kind or character whatsoever, including the costs of defense thereof, resulting from or relating in any way to the County's performance of services under this Agreement and/or CDA employees' participation in the County's group medical, dental and/or vision benefit employee plans. Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

Appendix 2
County Provision of IT Services

1. **IT Services.** The County agrees that the IT Department will provide IT services to the CDA upon CDA's request. The County and the CDA understand that such services will be provided to the CDA only as requested by the CDA and as agreed to by the IT Department. The County has sole discretion in determining the level of IT services it is able to provide. The CDA retains the discretion to secure IT services from sources other than the County. The CDA shall reimburse the County for IT services, including reasonable and necessary staff time, non-staff costs incurred by the County for the provision of the services, and contracted services provided by third party vendors, all as agreed to by the Parties. The County shall submit fee statements to the CDA identifying the individuals providing the services and itemizing the services provided by each individual, and the non-staff costs incurred by the County.

2. **Payment for Services.**

    a. **Hourly Rate.** When the IT Department determines the services requested by CDA will require a significant commitment of IT Department resources, the IT Department will promptly inform the CDA that the IT Department will require payment for the requested services. The IT Department and the CDA will agree upon an hourly rate or other measure of compensation for the specific services requested prior to providing the services.

    b. **Costs.** In addition to paying for the IT consulting services provided by the IT Department pursuant to this Agreement, the CDA shall also reimburse the IT Department for other costs incurred by the IT Department in connection with providing such services. The CDA agrees it is solely responsible for the costs associated with the purchase and maintenance of all end-user computing equipment for CDA employees, including computers, printers and other supplies.

    c. **Billing.** The IT Department shall invoice the CDA on a monthly basis for services provided to the CDA pursuant to this Agreement and any costs incurred by the IT Department in connection with providing such services. The invoices shall identify the persons providing the services to the CDA and the services provided by each person, the number of hours of services that each person provided, and any costs reimbursable costs incurred by the IT Department in connection with providing such services.

    d. **Time of Payment.** The CDA shall, within thirty-five (35) calendar days after receipt of an invoice, tender payment to the IT Department for the entire balance of the invoice. In the event the CDA disputes any amount billed to it under this Agreement, the CDA may withhold payment of said amount until after the dispute has been resolved.

3. **Liability and Indemnification.** The CDA agrees to defend, indemnify and hold harmless the County from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the act or omissions, including negligent acts or omissions, of the County, its elected officials, employees and agents in providing services under this Agreement. Nothing in this paragraph is intended as a waiver of any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5E

DEPARTMENT: Administration
FILE TYPE: Regular - Consent

TITLE
Adoption Of The 2027 CDA Board Of Commissioners Meeting Schedule

PURPOSE/ACTION REQUESTED
Adopt 2027 CDA Board of Commissioners meeting schedule.

SUMMARY
Staff discussed meeting dates for 2027 at the October CDA Board meeting. It is recommended that the monthly CDA Board meetings for 2027 be held as follows:

- Tuesday, January 19, 2027 – Annual Meeting at 3 p.m.; Regular Meeting at 3:15 p.m.
- Tuesday, February 16, 2027 – Regular Meeting at 3 p.m.
- Tuesday, March 23, 2027 – Regular Meeting at 3 p.m.
- Tuesday, April 20, 2027 – Regular Meeting at 3 p.m.
- Tuesday, May 18, 2027 – Regular Meeting at 3 p.m.
- Tuesday, June 22, 2027 – Regular Meeting at 3 p.m.
- Tuesday, July 13, 2027 – Regular Meeting at 3 p.m.
- Tuesday, August 24, 2027 – Regular Meeting at 3 p.m.
- Tuesday, September 21, 2027 – Regular Meeting at 3 p.m.
- Tuesday, October 19, 2027 – Regular Meeting at 3 p.m.
- Tuesday, November 9, 2027 – Regular Meeting at 3 p.m.
- Tuesday, December 14, 2027 – Regular Meeting at 3 p.m.

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

RECOMMENDATION
Staff recommends adoption of the meeting schedule for 2027.

EXPLANATION OF FISCAL/FTE IMPACTS
N/A

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION
NOW, THEREFORE BE IT RESOLVED That the Dakota County Community Development Agency Board of Commissioners hereby adopts the following 2027 meeting schedule:

- Tuesday, January 19, 2027 – Annual Meeting at 3 p.m.; Regular Meeting at 3:15 p.m.
- Tuesday, February 16, 2027 – Regular Meeting at 3 p.m.

- Tuesday, March 23, 2027 – Regular Meeting at 3 p.m.
- Tuesday, April 20, 2027 – Regular Meeting at 3 p.m.
- Tuesday, May 18, 2027 – Regular Meeting at 3 p.m.
- Tuesday, June 22, 2027 – Regular Meeting at 3 p.m.
- Tuesday, July 13, 2027 – Regular Meeting at 3 p.m.
- Tuesday, August 24, 2027 – Regular Meeting at 3 p.m.
- Tuesday, September 21, 2027 – Regular Meeting at 3 p.m.
- Tuesday, October 19, 2027 – Regular Meeting at 3 p.m.
- Tuesday, November 9, 2027 – Regular Meeting at 3 p.m.
- Tuesday, December 14, 2027 – Regular Meeting at 3 p.m.

BE IT FURTHER RESOLVED, That the location for all of the 2027 meetings will be Boardroom at the CDA's office located at 1228 Town Centre Drive, Eagan, MN 55123.

PREVIOUS BOARD ACTION
N/A

ATTACHMENTS
None.

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

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5F

DEPARTMENT: Administration
FILE TYPE: Regular - Consent

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

PURPOSE/ACTION REQUESTED
Authorize execution of a contract amendment with Stinson LLP for state governmental relations services for 2027.

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

The current contract with Stinson LLP for these services expires on December 31, 2026. A contract amendment for a one-year extension to the contract has been drafted (Attachment A) and reflects the same cost for services paid in 2026 for 2027.

RECOMMENDATION
Staff recommends authorizing the Executive Director to execute the contract amendment to extend the legislative services contract through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS
N/A

☐ None ☒ Current budget ☐ Amendment Requested ☐ Other

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

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

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

WHEREAS, a third amendment to the contract was approve by the Board in 2025 (Resolution #25-7402) extending services through December 31, 2026; and

WHEREAS, both parties have agreed to a one-year contract extension in the amount of $15,232 through December 31, 2027.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, Hereby authorizes the Executive Director to execute a fourth amendment of the contract with Stinson LLP for the provision of governmental relations services under the amended terms and conditions for January 1, 2027 – December 31, 2027, subject to approval as to form by the County Attorney's Office.

PREVIOUS BOARD ACTION
21-6372; 1/19/2021
22-6619; 12/13/2022
24-6885; 9/25/2024
25-7402; 12/16/2025

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

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

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

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

WHEREAS, the Contract expires on December 31, 2026; and

WHEREAS, the parties desire to amend the Contract to extend the term of the Contract to December 31, 2027 at the cost of $15,232.00 for 2027; and

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

NOW, THEREFORE, the parties agree as follows:

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

   1. TERM. The term of this Contract shall be from January 1, 2021, to and including December 31, 2027, unless earlier terminated by law or according to the provisions herein.

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

   3.1 Total Cost. For the services provided by the Contractor during the seven-year term of this Contract, the CDA will pay Contractor a total of Eighty-Two Thousand One Hundred Eighteen and 20/1000 Dollars ($88,118.20) to be paid in in eight (8) equal installments of Three Thousand One Hundred Nine and 90/100 Dollars ($3,109.90) for 2021 and 2022, followed by four (4) quarterly payments of Three Thousand Two Hundred Sixty-Five and 25/100 Dollars ($3,265.25) for 2023 and four (4) quarterly payments of Three Thousand Four Hundred Twenty-Eight and 50/100 Dollars ($3,428.50) for 2024, and four (4) quarterly payments of Three Thousand Eight Hundred Eight Dollars ($3,808.00) for 2025, and four (4) quarterly payments of Three Thousand Eight Hundred Eight Dollars ($3,808.00) for 2026, and four (4) quarterly payments of Three Thousand Eight Hundred Eight Dollars ($3,808.00) for 2027.

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

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

[SIGNATURE PAGE TO FOLLOW]

DRAFT

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

Approved as to form:

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

Approved by Dakota County CDA Board
Resolution No.

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By_____
Tony Schertler
Executive Director
Date of Signature_____

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

By_____
Paul D. Cassidy
Director

Date of Signature_____

DRAFT

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 5G

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

TITLE
Authorization To Carry Forward Unused 2026 Private Activity Bond Volume Cap

PURPOSE/ACTION REQUESTED
Authorize the carry forward of unused 2026 private activity bond volume cap for qualified residential rental housing.

SUMMARY
The Dakota County CDA receives an annual "entitlement" allocation of bond volume cap to issue private activity bonds pursuant to Minnesota Statutes, Section 474A.03, Subd. 2(a). The bond allocation amount is based on population and a per capita maximum amount. The entitlement allocation may be used within the year it is allocated for qualified residential rental housing or qualified mortgage bonds/mortgage credit certificates (owner housing). Under Section 146 of the Internal Revenue Code and Minnesota Statutes, Chapter 474A, any amount of the volume cap not used in the current entitlement year may be "carried forward" and used within three calendar years; however, carried forward amounts must be designated for either rental housing or owner housing purposes.

As an entitlement issuer, on January 1, 2026 the Dakota County CDA received a new allocation of $35,186,610 private activity bond volume cap, which when added to the $44,419,796 of Dakota County CDA 2024 and 2025 bond carryforward left a total $79,606,408 of private activity bonds available to issue in 2026. To date in 2026, a total of $59,204,000 tax exempt bonds have been issued for three projects: Valley Station in Apple Valley (144 units), Burnsville Family Apartments in Burnsville (120 units) and Chancellor Manor in Burnsville (200 units). Additionally, the Dakota County CDA has set-aside $16,602,000 of the 2026 allocation for two preservation/rehabilitation projects. These are anticipated to close on their financing and issue bonds in 2027.

	Available Allocation
2026 Volume Cap	$20,402,408

RECOMMENDATION
Staff recommends adopting the resolution providing any unused 2026 volume cap allocation be carried forward for the purpose of qualified residential rental projects.

EXPLANATION OF FISCAL/FTE IMPACTS
Approving this carryforward authorization will allow the Dakota County CDA to retain access to the unused bonding allocation from 2026 for future issuance through the end of 2029.

☒ None ☐ Current budget ☐ Amendment Requested ☐ Other

RESOLUTION

WHEREAS, as an entitlement issuer, within the meaning of Minnesota Statutes, Section 474A.02, Subd. 7, the Dakota County Community Development Agency ("CDA") has received an allocation of 2026 private activity bond volume cap in the amount of $35,186,610 ("2026 Volume Cap"); and

WHEREAS, pursuant to §146(f) of the Internal Revenue Code of 1986, as amended ("Section 146"), the CDA may carry forward all 2026 Volume Cap remaining unused at the end of 2026 ("Unused 2026 Volume Cap") for use within the next three calendar years for a specified carryforward purpose; and

WHEREAS, the Dakota County CDA intends to carry forward its Unused 2026 Volume Cap remaining on December 31, 2026, for qualified carryforward purposes.

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

1. The Dakota County CDA hereby carries forward its Unused 2026 Volume Cap for the purpose of providing qualified residential rental projects.

2. The Dakota County CDA hereby elects to carry forward its Unused 2026 Volume Cap for such purposes and authorizes and directs the Executive Director to execute and cause to be filed with the IRS a Form 8328 specifying the amount of Unused 2026 Volume Cap and the foregoing carryforward purposes. Form 8328 shall be filed with the IRS on or before February 15, 2027. The Executive Director is further authorized to notify Minnesota Management and Budget of such carryforward at such time and as required by Minnesota Statutes, Chapter 474A.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

CONTACT

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

Dakota County CDA

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 6A

DEPARTMENT: Housing Development
FILE TYPE: Regular - Action

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

PURPOSE/ACTION REQUESTED
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 public hearing was opened and continued at the September 22, 2026 and October 27, 2026, CDA Board meetings. The CDA is working with the realtor to evaluate the property listing and continuing to solicit offers on the property.

RECOMMENDATION
Staff recommends continuing the public hearing to the December 15, 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 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, the public hearing was opened at the September 22, 2026 CDA Board meeting and was continued to the October 26, 2026 meeting; and

WHEREAS, the public hearing was continued at the October 26, 2026 meeting to the November 17, 2026 meeting; and

WHEREAS, no offers have been received for the property and it continues to be marketed to solicit offers.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the public hearing is continued to the December 15, 2026, CDA Board meeting.

PREVIOUS BOARD ACTION
26-7130; 8/18/2026
26-7152; 9/22/2026
26-7165; 10/26/2026

ATTACHMENTS
None.

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

Board of Commissioners

Request for Board Action

Meeting Date: November 17, 2026 Agenda #: 6B

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

TITLE
Conduct And Close A Public Hearing Regarding A Housing Finance Program For An Affordable Rental Housing Development And Authorization For The Issuance Of Housing Development Bonds Backed By The Full Faith And Credit Of Dakota County

PURPOSE/ACTION REQUESTED
- Conduct and close a public hearing to receive public comments regarding a housing finance program and the issuance by the Dakota County Community Development Agency (CDA) and pledge of Dakota County's full faith and credit to the CDA's Housing Development Bonds for an affordable rental housing project.
- Adopt the Housing Finance Program (Exhibit A) for the construction of an affordable senior rental housing project in Inver Grove Heights.
- Authorize the CDA equity contribution of $3,250,000 to assist in the financing of the affordable senior rental housing project.
- Authorize the issuance, sale and delivery of Governmental Housing Development Bonds backed by the full faith and credit of Dakota County.

SUMMARY
The Dakota County CDA has started construction of Crestview Pointe, a 57-unit senior housing development (the "Project") located on Cahill Avenue at the corner of Cheney Trail in Inver Grove Heights. This Project will be the first building in the preliminary Phase IV of the Dakota County CDA Senior Housing Capital Improvement Plan (CIP). The financing plan for Phase IV CIP developments includes the issuance of bonds.

The CDA proposes to finance the construction of the Project by contributing $3,250,000 of CDA equity and by issuing housing development bonds pursuant to the CDA's Common Bond Fund (the "Bonds"). The Bonds will be secured by revenues generated by the Project and by the CDA Special Benefit Levy, and secondarily by a pledge by the CDA of the full faith and credit of Dakota County. The CDA requested that Dakota County hold a public hearing and extend its general obligation pledge to these bonds on December 1, 2026.

Under Minnesota Statutes, Sections 469.001 through 469.047 (the "Act"), the CDA is authorized to undertake housing development projects and to issue obligations to finance such projects. The Act requires the CDA to adopt a housing finance program (the "Program") following a public hearing as a condition to undertaking such a program and requires the CDA to hold a public hearing as a condition to issuing bonds backed by the general obligation of Dakota County.

The Program provides for the development of senior rental housing project to be located in Inver Grove Heights and the issuance of bonds backed by the County's general obligation. Notice of this hearing was duly published in the Dakota County Tribune on November 6, 2026.

RECOMMENDATION

Staff recommends conducting and closing the public hearing, adopting the Housing Finance Program for the construction of the affordable housing rental project, authorizing CDA equity contribution, and authorizing the issuance, sale and delivery of the 2027 Bonds backed by the full faith and credit of Dakota County.

EXPLANATION OF FISCAL/FTE IMPACTS

Under the Common Bond Fund, revenue from all housing buildings is dedicated to paying debt service on all outstanding bonds. The preliminary Capital Improvement Plan for Phase IV includes a financial analysis demonstrating that the projected revenues and CDA's special benefit levy currently pledged to the Common Bond Fund are more than sufficient to make debt service payments on the proposed bonds. Additionally, there are sufficient funds in CDA Common Bond funds to provide an equity contribution of $3,250,000 to the Project.

☐ None ☐ Current budget ☒ Amendment Requested ☒ Other

RESOLUTION

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

WHEREAS, the Act requires (a) adoption of a housing finance program, and (b) approval of the issuance of bonds backed by the County, after a public hearing, for which notice was published in a newspaper of general circulation in the County at least ten days in advance of the hearing; and

WHEREAS, on the date hereof, the CDA held a public hearing regarding (i) the adoption of the Housing Finance Program in substantially the form attached hereto as Exhibit A (the "Program"), and (ii) the issuance of bonds backed by the full faith and credit of the County pursuant to the Program; and

WHEREAS, notice of the public hearing was duly published not fewer than ten days prior to the date hereof, and a copy of the Program was filed with the Metropolitan Council on or before the publication date; and

WHEREAS, pursuant to the Program, and Minnesota Statutes, Section 469.034, Subd. 2 ("Subd. 2"), the CDA proposes to issue its Governmental Development Bonds Series 2027A (Dakota County, Minnesota, Unlimited Tax General Obligation), (the "2027 Bonds") in an aggregate principal amount not to exceed $16,500,000, to finance the development of a 57-unit rental housing project (the "Project") for low and moderate income seniors to be located in the City of Inver Grove Heights, Minnesota, which will be a "qualified housing development project" within the meaning of Subd. 2; and

WHEREAS, the 2027 Bonds will be issued pursuant to the CDA's Fifth Amended and Restated Basic Indenture (the "Basic Indenture") and a Sixth Supplemental Indenture of Trust (the "Supplemental Indenture"), each between the CDA and U.S. Bank Trust Company, a national banking association, as trustee (the "Trustee"), and secured, on a parity basis with other bonds of the CDA previously issued, or to be issued thereunder (together with the 2027 Bonds, the "Bonds"), by revenues of the

Project and other senior housing facilities previously or to be financed pursuant to the Basic Indenture and certain reserves; and

WHEREAS, subject to the satisfaction of certain statutory requirements, including the approval of Dakota County, the 2027 Bonds will be further secured by the CDA's pledge of the full faith and credit of the County, pursuant to Subd. 2; and

WHEREAS, the 2027 Bonds will be paid exclusively from amounts pledged to the payment of the Bonds pursuant to the Basic Indenture and the Supplemental Indenture (together, the "Indenture") and shall not constitute a debt of the CDA within the meaning of any constitutional or statutory limitation, constitute or give rise to a pecuniary liability of the CDA or a charge against its general credit or taxing powers or constitute a charge, lien or encumbrance, legal or equitable upon any property of the CDA other than the revenues and amounts pledged to the payment of the 2027 Bonds pursuant to the Indenture; and

WHEREAS, the CDA will contribute $3,250,000 of available CDA Common Bond funds to finance the development of the Project.

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

1. A public hearing has been conducted in accordance with applicable law and closed.

2. The Program is hereby adopted.

3. It is in the best interest of the public health, safety and welfare of the citizens of the County that the CDA undertake the Project as described in the Program to alleviate a shortage of decent, safe and sanitary housing for low and moderate income seniors in the County.

4. The CDA hereby finds and determines that it is necessary and in the public interest to issue the 2027 Bonds to finance the Project in furtherance of the CDA's program of providing affordable rental housing to low and moderate income seniors The CDA further finds that it is in the best interest of the public health, safety and welfare that it make the CDA equity contribution for the development of the Project.

5. The 2027 Bonds are being issued as tax-exempt governmental essential function bonds secured by amounts pledged to the Bonds under the Indenture, including, subject to approval by the County, the pledge by the CDA of the full faith and credit of the County. Proceeds of the 2027 Bonds will be used to finance the Project, fund certain reserves and pay costs of issuance.

6. In order to provide additional funds to finance the Project, the CDA hereby authorizes an equity contribution of $3,250,000 of CDA Common Bond funds for the Project.

7. The following documents have been submitted to the CDA for approval:

    a. The Supplemental Indenture; and

b. An Arbitrage Compliance Agreement, dated as of the first day of the month in which the 2027 Bonds are issued, among the CDA, the Trustee and Baker Tilly Municipal Advisors, LLC ("Baker Tilly") as rebate analyst; and

c. A Continuing Disclosure Certificate, dated as of the first day of the month in which the 2027 Bonds are issued, made by the CDA and the County, and accepted by the Trustee.

8. The CDA hereby finds, determines and declares that:

a. Based on cash flow projections prepared by Baker Tilly on behalf of the CDA, the Revenues, County Levy and Supplemental Revenues described in the Basic Indenture (not including the full faith and credit of the County) pledged to the payment of the 2027 Bonds and the other Bonds, will equal or exceed 110% of the principal and interest due on all of the Bonds in each year throughout the respective terms thereof; and

b. The Project will constitute a qualified housing development project within the meaning of Subd. 2(e), and will provide affordable housing for low and moderate income seniors; and

c. The maximum principal amount of (i) the 2027 Bonds, (ii) other outstanding Bonds to which the full faith and credit of the County has been pledged under Subd. 2, and (iii) the outstanding general obligation bonds of all cities in the County issued under Subd. 2, is $58,295,000, which does not exceed one-half of one percent of the estimated market value of the County which is $80,892,788,000 and

d. The construction of the Project, the delivery of the Official Statements described in Paragraph 11 below, the issuance and sale of the 2027 Bonds by the CDA, the execution and delivery of the agreements described in Paragraph 6 above, and such other documents, agreements, instruments and certificates necessary or convenient in connection with the issuance of the 2027 Bonds (together, the "Agreements"), and the performance of all covenants and agreements of the CDA contained in the Agreements and of all other acts and things required under the Constitution and Laws of the State of Minnesota to make the Agreements and the 2027 Bonds valid and binding revenue obligations of the CDA and to make the 2027 Bonds valid and binding general obligations of the County, are authorized by the Act; and

e. The construction and financing of the Project for the purposes and in the manner contemplated by the Agreements conforms or will conform to all pertinent statutes, regulations and ordinances of the State of Minnesota, the County and the CDA.

9. The CDA shall proceed forthwith to issue the 2027 Bonds in an aggregate principal amount not to exceed $16,500,000, in the forms and upon the terms determined as follows and to be set forth in the Supplemental Indenture. There is hereby delegated to a Pricing Committee comprised of the Chair and Executive Director, or their designees, acting upon advice of Baker Tilly, the financial advisor to the CDA, the authority to receive proposals at one or more times and to select the purchaser or purchasers offering the lowest net interest cost for the 2027 Bonds and to approve specific principal amounts, maturities, interest rates, redemption provisions and other terms of the 2027 Bonds, provided that the interest rate shall not cause

the cash flow projections described in Paragraph 7(a) above to show revenues pledged to the payment of debt service on all of the Bonds to be less than 110% of debt service due on the Bonds in each year. The 2027 Bonds shall be sold at a price determined by the Pricing Committee. The determinations of the Pricing Committee regarding the terms of the 2027 Bonds shall be set forth in the Supplemental Indenture, and execution and delivery of the Supplemental Indenture shall constitute conclusive evidence of the determinations made by the Pricing Committee.

The CDA reserves the right to use proceeds of the 2027 Bonds for a different qualified housing development project or projects to the extent it determines that it is in its best interest to do so, but only if such use satisfies all requirements applicable to the 2027 Bonds under state and federal law.

10. The CDA hereby approves and authorizes execution and delivery of the 2027 Bonds and Agreements in forms approved by the Executive Director, on the advice of bond counsel and the financial advisor. Agreements which require execution by the CDA shall be executed and delivered in the name and on behalf of the CDA by the Executive Director. The 2027 Bonds shall be executed by manual or facsimile signature of the Executive Director as described in the Indenture and delivered to the Trustee for authentication and delivery to the purchaser, together with a certified copy of this resolution and other documents required by the Indenture.

11. Subject to the approval of the County, the CDA will pledge the full faith and credit and taxing power of the County to the payment of the 2027 Bonds pursuant to the Supplemental Indenture and Subd. 2.

12. The CDA hereby consents to the distribution and the use in connection with the sale of the 2027 Bonds of preliminary and final official statements in forms to be approved by the Executive Director (the “Official Statements”) a draft of which will be provided to the Commissioners prior to the distribution thereof. The Official Statements are the sole materials consented to by the CDA for use in connection with the offer and sale of the 2027 Bonds.

13. All actions of the members, employees and staff of the CDA heretofore taken in furtherance of the Project, the contribution of CDA equity, and issuance of the 2027 Bonds are hereby approved, ratified and confirmed.

14. The Executive Director and any officers of the CDA are authorized and directed to prepare and furnish when the 2027 Bonds are issued, certified copies of all proceedings and records of the CDA relating to the 2027 Bonds and such other affidavits and certificates (including but not limited to those required by bond counsel) as may be required to show the facts relating to the legality, marketability and tax exemption of the 2027 Bonds, as such facts appear from the books and records in said officer’s custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the CDA as to the truth of all statements made by the CDA and contained therein.

15. In the event the Executive Director or any officers of the CDA authorized to execute documents on behalf of the CDA under this resolution shall for any reason be unable or unavailable to do so, the Deputy Executive Director or any member of the Board of Commissioners of the CDA is hereby directed and authorized to do so on behalf of the CDA,

with the same effect as if executed by the Executive Director or such officer authorized to do so in this resolution.

16. There may be deposited as described under the Supplemental Indenture, in addition to proceeds of the 2027 Bonds, amounts identified therein to pay certain costs of the Project.

17. The Executive Director, or his designee, is authorized and directed to take all actions necessary or convenient to develop the Project and administer the program financed pursuant to the Basic Indenture, including, but not limited to, from time to time executing and delivering amendments to the Agreements which are necessary or convenient and which do not require the approval of the holders of any of the Bonds and which do not adversely affect the interests of the CDA.

18. The authority to approve, execute and deliver future amendments to the Agreements relating to the 2027 Bonds is hereby delegated to the Executive Director, subject to the following conditions: (a) the holder of the 2027 Bonds has consented to such amendment (if such holder consent is required); (b) such amendments do not materially adversely affect the interests of the CDA; (c) such amendments do not contravene or violate any policy of the CDA; (d) such amendments are acceptable in form and substance to bond counsel or other counsel retained by the CDA to review such amendments; and (e) the 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 2027 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, Sections 469.001 through 469.047 (the "**Act**"), the Dakota County Community Development Agency (the "**CDA**") is authorized to undertake housing development projects and to issue its revenue bonds to finance such projects.

Minnesota Statutes, Section 469.0171, requires the adoption of a housing finance program as defined in Minnesota Statutes, Sections 462C.04 and 462C.05, prior to the issuance of bonds to finance housing development projects.

The CDA proposes to undertake this Housing Finance Program (the "**Program**") to finance the construction of a 57-unit rental housing development which is expected to be located in the City of Inver Grove Heights, Minnesota, but which, in the discretion of the CDA, may be located in any other jurisdiction within Dakota County (the "**Project**"). The Project is designed for occupancy by low and moderate income seniors, and will be owned by the CDA. The CDA may provide financing for the Project through the issuance of one or more series of housing development bonds in an aggregate principal amount estimated to be $16,500,000 (the "**Bonds**"), which subject to satisfaction of

procedural requirements and the approval of Dakota County (the "**County**") may be backed by the full faith and credit of the County in accordance with Minnesota Statutes, Section 469.034, Subd. 2. The Bonds may also be secured by a lien on the Project, a pledge of revenues of the Project, and a portion of the CDA's annual special benefits tax levy. The Bonds may also be secured by a pledge of revenues of other multifamily housing developments owned and operated by the CDA. The Project will be held for occupancy by low and moderate income seniors to the extent required by Section 469.034, Subd. 2. Project rents will provide affordable housing to seniors who would not be served by the private housing market.

The CDA has determined that constructing the Project and financing the same pursuant to this Program is in the best interest of the public health, safety and welfare of the people of the County.

Section A. Program For Financing the Project. The CDA is establishing this Program to provide financing for the construction of the Project at such costs and upon such other terms and conditions as may be determined by the CDA in accordance with the Act. The proceeds of the Bonds will be applied by the CDA to finance the construction of the Project, to fund required reserves and to pay the costs of issuing the Bonds. The cost of the Project may change between the date of preparation of this Program and the date of issuance of Bonds and the principal amount of the Bonds may be adjusted accordingly.

Section B. Local Contributions To The Program. The CDA expects to pay certain administrative costs of the Program from Bond proceeds and revenues generated by the Project. As described above, the Bonds may be backed by the full faith and credit of the County in accordance with Minnesota Statutes, Section 469.034, Subd. 2, a pledge of revenues of the Project, a portion of the CDA's annual levy and a lien on and pledge of revenues relating to other multifamily housing development projects owned and operated by the CDA. The CDA may hire additional staff to act as project managers and may employ a caretaker for the Project.

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 CDA:

(1) The CDA 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.

(2) The Project will be constructed in accordance with applicable zoning ordinances or other applicable land use regulations, including the state building code as set forth under Minnesota Statutes, Section 16.83, et seq.

(3) Housing units in the Project will be occupied or held for occupancy by low and moderate income seniors, as determined by the CDA pursuant to Minnesota Statutes, Section 469.012, subd. 1i, to the extent required by Minnesota Statutes, Section 469.034, Subd. 2.

Section D. Issuance of Bonds. To finance the Project pursuant to this Program, the CDA expects to issue the Bonds. It is anticipated that the Bonds issued under this Program will have a maturity not exceeding 25 years and will bear interest at the rate not exceeding 6.5% per annum, however the Bonds will, of course, be priced to the market at the time of issuance.

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. None of the state volume cap for private activity bonds will be applied for with respect to the Bonds.

PREVIOUS BOARD ACTION
25-7035; 11/18/2025
26-7071; 2/17/2026
26-7167; 10/27/2026

ATTACHMENTS
None.

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

Natalie Mouilso, nmouilso@mccdmn.org, 952-451-6390
1/01/2026 – 09/30/2026

Clients Served YTD

Client Inquiry	1
Existing - Challenged	22
Existing - Opportunity	32
Pre-start planning	34
Start-up	31
Total	**120**

Business Owner Demographics YTD

	# of Clients
Low-Income Owned	72
BIPOC or Immigrant Owned	68
Woman Owned	62

Financing & Access to Capital YTD

Loans & Grants Approved	
includes CBLs (YRLY Total)	$120,000
Facilitated financing	$80,000
Equity (YRLY Total)	$75,750
Total Investment	$275,750

Hours

	TA HRS	Program HRS
1st QTR	146.75	293
2nd QTR	222.85	134
3rd QTR	360.40	174
Total	**709.50**	601

TA: Client Meetings, Providing Resources, Client Calls, Client Deliverables, Loan Packaging
Program HRS: City Initiatives, Program Outreach, Public Events, City Meetings, Research, Data/Admin, General Inquiries

Industry Segment YTD

Construction / Real Estate	3
Food	17
Health/Fitness	8
Manufacturing	5
Consulting	10
Retail	15
Service	35
Technology	4
Wholesale / Distribution	2
Other	21
Total	**120**

Referral Source YTD

Bank Referral	11
Entrepreneur	8
Friends and Family	12
Municipality	16
MCCD Partner/staff	12
Other	23
Web	38
Total	**120**

City YTD

	Business	Resident
Apple Valley	11	15
Burnsville	21	16
Eagan	16	22
Farmington	10	10
Hastings	10	9
Inver Grove Heights	7	7
Lakeville	10	15
Mendota Heights	2	2
Rosemount	4	5
South St. Paul	10	6
West St. Paul	4	3
Other Dakota Co.	1	1
Other/ No Data	15	9

Direct Financing & Access to Capital

Business Type: Optical Store
Business City: Savage
Residence City: Burnsville
Referred by: Existing MCCD client
MCCD Financing: $50,000
Other Financing: $30,000
Equity: $10,000
This existing MCCD client has been operating an eye care business for 11 months and the new funding will enable the business to add a doctor and invest in marketing. This opportunity will enable the business to expand it's service offering and provide complete care for clients who seek exams as well as frames or contacts. This BIPOC owned business will benefit from a forgivable loan structure via GroundBreak Coalition funding.

Business Type: Autism Clinic
Business City: West Saint Paul
Residence City: Burnsville & Inver Grove Heights
Referred by: Partner Organization
MCCD Financing: $50,000
Other Financing: $50,000
Equity: $35,000
This existing business was established in 2022 and has served the WSP community by providing therapy to children with autism spectrum disorder. The funding will support the growing business with working capital for staffing costs to support hiring two full-time and four part-time employees as the business adds six new clients to the clinic. This BIPOC and immigrant owned business will benefit from a forgivable loan structure via GroundBreak Coalition funding.

Business Type: Bakery
Business City: Inver Grove Heights
Residence City: Inver Grove Heights
Referred by: Family and Friends
MCCD Financing: $10,000
Equity: $30,000
This Hispanic, women-owned startup bakery opened in Inver Grove Heights in spring 2026. MCCD provided support to the entrepreneur through in-depth direct technical assistance and access to capital via our loan funds. The client invested $30,000 from her personal savings to open her doors and MCCD's loan funds provided additional working capital to purchase more sophisticated equipment and continue to improve the bakery space.

Business Type: Mowing and Landscaping
Business City: Mendota
Residence City: Mendota
Referred by: Website
MCCD Financing: $10,000
Equity: $750
This immigrant, women owned startup business received a loan from MCCD to purchase equipment and machinery so that operations can begin. The business employs the owner and her partner part time as they look to turn a lawncare hobby into a side business to generate additional income and give back to their community.

Highlights, Networking, & Outreach

Staffing

- August – Welcome Benjamin Alfaro to MCCD as our new Director of Advancement. Benjamin brings experience across philanthropy, workforce and economic development, arts education, communications, and institutional partnerships. Most recently, he led corporate and foundation relations at Goodwill-Easter Seals Minnesota.

- September – Welcome Alexis Valeriano Hernandez to MCCD as our new Field Building Manager. Alexis brings experience in community development, organizing, and working alongside communities to build power and create change.

- September – Longtime MCCD volunteer, consultant, and mentor Grover Jones was honored for his vision and leadership at NEON's 20th anniversary celebration. Grover Jones served as NEON's executive director from 2006-2014.

Programming, Partnerships, & Trainings

- July – EDAM hosted a virtual panel discussion on Non-Traditional Lending: Gap Financings and Economic Development Loan Programs. MCCD's Director of Small Business Development, Tyler Hilsabeck, joined other experts from four Minnesota Initiative Foundations to discuss unique financing programs in support of small business and community development projects.

- September – MCCD hosted an Equitable Lending Training session for community lenders to engage in conversation on inclusive and equitable lending. The event featured perspectives from a lawmaker and lenders working across business and housing.

- Save the Date for MCCD's Annual Celebration – December 8, 2026, 4 to 7 PM at Surly Brewing Co, Minneapolis. This year we are partnering with LISC to co-host the Community Builders Celebration in lieu of our annual meeting celebration. Stay tuned for the invite coming soon. We hope you can join us!

Advertising, Advocacy, & Outreach

- Check out MCCD's August and September Business Resource Newsletter for a summary of events and resources.

- Protect the Community Reinvestment Act (CRA)! Proposed changes to the CRA could have significant impacts for Minnesota's community development landscape including impacts to Low-Income Housing Tax Credit (LIHTC), the New Markets Tax Credit (NMTC), grants to non-profits, and other community development programs.

- September – Dakota County Advisor Natalie Mouilso attended the Stronger Regions Stronger Minnesota listening session hosted by DEED and the City of Lakeville. The event highlighted the role of regional partners in creating jobs, supporting businesses, and strengthening communities.

- September – MCCD consultant and business advisor Jeena Gurung Vomhof was the guest speaker at the Dakota County Regional Chamber's 2026 Women's Power Luncheon at North 20 Brewing in Rosemount.

- October – MCCD staff attended the second annual Minnesota CDFI Coalition Conference. The event brought together people working in the CDFI sector, partners, and advocates.

- The new Open to Business Ad Library is live. Check out and download the refreshed ads via the public folder on MCCD's Sharepoint site.

Quarterly Highlight



Dakota County Business Advisor Natalie Mouilso and MCCD Consultant and Business Advisor Jeena Gurung Vomhof at the Dakota County Regional Chamber's 2026 Women's Power Luncheon at North 20 Brewing in Rosemount.