



Dakota County CDA Board of Commissioners

Agenda

Meeting Date: December 13, 2022 at 3:30 PM
CDA Boardroom, 1228 Town Centre Drive, Eagan, MN

1. Call To Order And Roll Call

2. Audience

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

3. Approval Of Agenda & Meeting Minutes

- A. Meeting Minutes – November 15, 2022 Regular Meeting 3

4. Federal Public Housing And Housing Choice Voucher

Consent Agenda

- A. Approval Of The 2023 Utility Allowance Schedule For The Housing Choice Voucher Program 12

Regular Agenda

- B. Recognizing Commissioner Tina Cummings For Outstanding Service And Leadership To The Dakota County Community Development Agency 15

5. Consent Agenda

- A. Approval Of Record Of Disbursements – November 2022 17
- B. Approval Of Budget Amendment For Tax Increment Financing District No. 8 For Denmark Trail Townhomes (Farmington) 19
- C. Adoption Of The 2023 CDA Merit Compensation Policy And Plan 22
- D. Authorization To Execute Contract Amendment With Stinson LLP For State Governmental Relations Services 38
- E. Authorization To Execute Joint Powers Agreement With Dakota County For Employee Benefit Participation, Employee Relations Services And Information Technology Services 42
- F. Authorization To Execute Joint Powers Agreement With Dakota County Attorney's Office For Legal Services 54

6. Regular Agenda

- A. Conduct Public Hearing To Receive Comments On The Disposition Of CDA Real Property As Part Of The Neighborhood Stabilization Program And Authorization To Enter Into Purchase And Development Agreements With Twin Cities Habitat For Humanity 60
- B. Authorization To Execute Purchase Agreement For Acquisition Of Property At 450 31st Street E and 3495 Red Wing Boulevard In Hastings And Approval Of Budget Amendments 69
- C. Recognizing Commissioner Kathleen Gaylord For Outstanding Service And Leadership To The Dakota County Community Development Agency 72
- D. Discussion Of CDA Board Office Appointments For 2023
- E. Executive Director's Update
- F. Closed Executive Session – Executive Director Annual Performance Review 74

7. Information

8. Adjournment

For more information, call 651-675-4434.

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

Next CDA Board Meeting:

January 24, 2023 – Annual Meeting 3:15 p.m.; Regular Meeting 3:30 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123



Board of Commissioners

Meeting Minutes

Meeting Date: November 15, 2022; 3:30 PM

Administration Center, 1590 Hwy 55, Hastings, MN

Commissioner Slavik called the meeting to order at 3:30 p.m.

COMMISSIONER ROLL CALL

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

CDA staff in attendance:

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

Others in attendance:

Jennifer Wolf, Dakota County
Matt Smith, Dakota County
Erin Stwora, Dakota County
Marti Fischbach, Dakota County
Evan Henspeter, Dakota County
George Fischer, Dakota County
Mayor Bill Droste, City of Rosemount
Paul Steinman, Baker Tilly
Steve Scharff, Baker Tilly
Ben Boike, City of West St Paul

AUDIENCE

No audience members addressed the Board.

APPROVAL OF AGENDA AND MEETING MINUTES

22-6601 **Approval Of Agenda And Meeting Minutes**

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the agenda for the November 15, 2022 Special CDA Board meeting be approved as written.

BE IT FURTHER RESOLVED by the Dakota County Community Development Agency Board of Commissioners that the minutes for the October 18, 2022 Regular Board meeting be approved as written.

Motion: Commissioner Hamann-Roland Second: Commissioner Gaylord

Ayes: 8 Nays: 0 Abstentions: 0

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

FEDERAL PUBLIC HOUSING AND HOUSING CHOICE VOUCHER AGENDA – CONSENT AGENDA

Consent Agenda

22-6602 **Approval Of The 2023 Utility Allowance Schedule For The Public Housing Program**

WHEREAS, the Dakota County Community Development Agency (CDA) administers the federal Public Housing Program; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the updated Utility Allowance Schedule in Attachment A is approved effective January 1, 2023 for the Public Housing Program.

22-6603 **Approval Of Amendment To The Fiscal Year Ended June 30, 2022 HUD Public Housing Operating Budget**

WHEREAS, the Dakota County CDA has adopted a HUD Public Housing operating budget for the Fiscal Year Ended June 30, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the budget amendment approved by the Executive Director for the Fiscal Year Ended June 30, 2022 pursuant to the requirements of CDA budget policy is affirmed by the CDA Board.

Motion: Commissioner Cummings

Second: Commissioner Halverson

Ayes: 8

Nays: 0

Abstentions: 0

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

CONSENT AGENDA

22-6604 **Approval Of Record Of Disbursements – October 2022**

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the October 2022 Record of Disbursements is approved as written.

22-6605 **Approval Of Carryover Of Fiscal Year Ended June 30, 2022 Budget Authority To Fiscal Year Ending June 30, 2023**

WHEREAS, the Dakota County CDA has adopted an operating budget for the Fiscal Year Ended June 30, 2022; and

WHEREAS, the CDA had \$151,137 of uncompleted projects and work items relating to the operating budget for the Fiscal Year Ended June 30, 2022; and

WHEREAS, the CDA wishes to carry forward the unspent budget authority relating to these uncompleted projects and items to the operating budget for the Fiscal Year Ending June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the \$151,137 of Fiscal Year Ended June 30, 2022 budget authority be carried forward to the operating budget for the Fiscal Year Ending June 30, 2023.

22-6606

Approval Of Amendments To The Fiscal Year Ended June 30, 2022 Operating Budget

WHEREAS, the Dakota County CDA has adopted an operating budget for the Fiscal Year Ended June 30, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the budget amendments approved by the Executive Director for the Fiscal Year Ended June 30, 2022 pursuant to the requirements of CDA budget policy are affirmed by the CDA Board.

22-6607

Establish Date For A Public Hearing On The Disposition Of Vacant CDA Real Property In Farmington, West St. Paul, and South St. Paul As Part Of The Neighborhood Stabilization Program

WHEREAS, the Dakota County Community Development Agency (CDA) purchased property at 966 Gorman Avenue, West St. Paul; 621 Elm Street, Farmington; and 1410 Evans Avenue, South St. Paul using federal Neighborhood Stabilization Program funding from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Dakota County CDA purchased property at 1079 Humboldt Avenue in West St. Paul using federal NSP funding from Minnesota Housing Finance Agency; and

WHEREAS, the Dakota County CDA intends to dispose of the four properties by conveying them to Twin Cities Habitat for Humanity as an eligible NSP Activity (Acquisition/Rehabilitation/Reconstruction); and

WHEREAS, the disposition of the properties satisfies the Dakota County CDA's Acquisition and Disposition Policy, including the sale of property at less than fair market value for affordable housing; and

WHEREAS, a public hearing is required by the Dakota County CDA in order to dispose of real property that is no longer needed by the Dakota County CDA.

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

1. A public hearing regarding the disposition of CDA property at 966 Gorman Avenue, West St. Paul; 621 Elm Street, Farmington; and 1410 Evans Avenue, South St. Paul will be held by the CDA on December 13, 2022 at or after 3:30 p.m. at the Dakota County CDA's main office.
2. The Executive Director or his designee is hereby authorized and directed to cause notice of such public hearing in substantially the form attached hereto to be published in a newspaper of general circulation in Dakota County not less than twenty (20) days prior to such hearing.

22-6608

Authorization to Carryforward Unused 2022 Private Activity Bond Volume Cap

WHEREAS, as an entitlement issuer, within the meaning of Minnesota Statutes, Section 474A.02, Subd. 7, the Dakota County Community Development Agency (CDA) has received an allocation of 2022 private activity bond volume cap in the amount of \$28,246,136 ("2022 Volume Cap"); and

WHEREAS, pursuant to to §146(f) of the Internal Revenue Code of 1986, as amended ("Section 146"), the CDA may carryforward all 2022 Volume Cap remaining unused at the end of 2022 ("Unused 2022 Volume Cap") for use within the next three calendar years for a specified carryforward purpose; and

WHEREAS, the Dakota County CDA intends to carryforward its Unused 2022 Volume Cap remaining on December 31, 2022, for qualified carryforward purposes.

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

1. The CDA hereby carries forward its Unused 2022 Volume Cap for the purpose of providing qualified residential rental projects.
2. The CDA hereby elects to carryforward its Unused 2022 Volume Cap for such purposes and authorizes tad directs the Executive Director to execute and cause to be filled with the IRS a Form 8328 specifying the amount of Unused 2022 Volume Cap and the foregoing carryforward purposes. Form 8328 shall be filed with the IRS on or before February 15, 2023. The Executive Director is further authorized to notify Minnesota Management and Budget of such carryforward at such time and as required by Minnesota Statues, Chapter 474A.

22-6609

Authorize A One-Year Extension Of Expenditure Deadline For 2020 City Of Burnsville Landfill Host Community Environmental Legacy Fund Grants

WHEREAS, the Dakota County Board of Commissioners (County Board) authorized the Landfill Host Community Environmental Legacy Fund Grant Pilot Program in January 2020 to distribute up to \$3,000,000 of funding to cities that host or are located in proximity to a landfill, including the Cities of Burnsville, Coates, Inver Grove Heights, Rosemount, and South St. Paul; and

WHEREAS, the Cities of Burnsville, Coates, Inver Grove Heights, Rosemount, and South St. Paul were invited to submit grant applications; and

WHEREAS, under Minnesota Statutes 383D.41, the Dakota County Community Development Agency (CDA) is enabled to act as the economic development authority and administer related funds for Dakota County; and

WHEREAS, the County Board determined project and funding recommendations and directed staff to work with cities and the CDA, as necessary, to prepare joint powers agreements for final award of grants; and

WHEREAS, on June 30, 2020, the county Board awarded a grant to the City of Burnsville in an amount not to exceed \$1,100,000 for economic development purposes including land acquisition, land assembly and demolition of obsolete buildings subject to expenditure of the funds by November 25, 2022; and

WHEREAS, by Resolution 20-6300, the CDA Board of Commissioners approved a Joint Powers Agreement (JPA) with the City of Burnsville and Dakota County to authorize the ELF funds for land acquisition, assembly and building demolition; and

WHEREAS, the City has requested the expenditure of the 2020 ELF grant funds be extended to November 25, 2023 for an unspecified project.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That it authorizes an extension of the \$1,100,000 Landfill Host Community Environmental Legacy Fund Grants awarded to the City of Burnsville to November 25, 2023, subject to the following conditions:

1. The City must submit an eligible project to be reviewed by the CDA Board on May 25, 2023.
2. The entirety of the ELF funds must be used on one eligible project.

Motion: Commissioner Hamann-Roland Second: Commissioner Workman

Ayes: 7 Nays: 0 Abstentions: 0

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

REGULAR AGENDA

22-6610 **Approval Of Contingent Redevelopment Incentive Grant Award For The City Of West St. Paul**

Maggie Dykes presented.

WHEREAS, the Dakota County Community Development Agency (CDA) established a Redevelopment Incentive Grant (RIG) program in 2006 to assist Dakota County cities with the redevelopment of blighted and under-utilized areas; and

WHEREAS, to date, the program has awarded over \$13.4 million for 66 redevelopment grants and 28 planning grants; and

WHEREAS, of the total awards to date \$1,282,967 has been granted to the City of West St. Paul (the City); and

WHEREAS, the CDA has committed \$765,000 in its Fiscal Year Ending 2023 budget, and Dakota County, through its Environmental Resources Department, has committed an additional \$200,000 of funding for RIG projects that require environmental remediation; and

WHEREAS, Dakota County cities can apply to receive up to \$250,000 per redevelopment project grant (one per local government) and up to \$15,000 per planning grant (one per local government) per fiscal year; and

WHEREAS, the City submitted an application requesting \$250,000 for the demolition of a vacant single-family house, site work, and necessary infrastructure to allow for the construction of a 10,000 sq. ft. brewery/taphouse to be located at 1619 Oakland Avenue; and

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

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

Resolution Motion

Motion: Commissioner Atkins

Second: Commissioner Gaylord

Ayes: 7

Nays: 0

Abstentions: 0

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

22-6611

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

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

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

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

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

WHEREAS, the CDA Board of Commissioners approved the initial authorization and budget for the proposed levy at its September 10, 2022 meeting and the Dakota County Board of Commissioners approved the CDA's proposed 2023 Special Benefit Levy at 0.0156 percent of estimated market value at its November 15, 2022 meeting; and

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

WHEREAS, the CDA Board has before it, for its consideration, a copy of a final budget for the use of 2023 levy proceeds, based on a Special Benefit Tax of 0.0156 percent of estimated market value for the payment of debt service for the CDA bond-funded developments and other CDA initiatives.

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

- Section 1. The Year 2023 levy budget of \$9,269,456 presented for consideration by the Board of Commissioners of the CDA is hereby in all respects approved.
- Section 2. There is hereby levied pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 a special benefit tax in the amount of the sum of (a) the lesser of 0.0144 percent of the estimated market value within the County or \$8,572,064 and (b) subject to approval of the county, an additional levy in the amount of the lesser of 0.0012 percent of the estimated market value within the County or \$697,392 for a total of 0.0156 percent of the estimated market value within the County or \$9,269,456.

Motion: Commissioner Holberg

Second: Workman

Ayes: 7

Nays: 0

Abstentions: 0

	Yes	No	Absent	Abstain
Slavik	X			
Gaylord	X			
Halverson	X			
Atkins	X			
Workman	X			

Holberg	X
Hamann-Roland	X

INFO **Presentation of Preliminary Financing Plan For CDA Developed Housing**
Paul Steinman & Steve Scharff from Baker Tilly presented..

INFO **Executive Director’s Update**
Tony Schertler provided updates.

INFORMATION

- A. Workforce Housing Limited Partnership Audit Reports – CY2021
- B. Open to Business, Q3 Report

ADJOURNMENT

22-6612 **Adjournment**

BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners hereby adjourns until Tuesday, December 13, 2022.

Motion: Commissioner Gaylord

Second: Commissioner Hamann-Roland

Ayes: 8

Nays: 0

Abstentions: 0

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

The CDA Board meeting adjourned at 4:42 p.m.

Clerk to the Board



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 4A

DEPARTMENT: Housing Assistance

FILE TYPE: Federal - Consent

TITLE

Approval Of 2023 Utility Allowance Schedule for the Housing Choice Voucher Program

PURPOSE/ACTION REQUESTED

Approve 2023 Utility Allowance Schedule for the Housing Choice Voucher Program.

SUMMARY

In accordance with Section 982.517 of Federal Regulations, the Dakota County Community Development Agency (CDA) is required to establish and maintain a utility allowance schedule for use in calculating estimated costs for tenant-furnished utilities and other services. The CDA is also required to review the schedule annually to determine if adjustments are necessary. The CDA secured a contract with The Nelrod Company, an affordable housing and energy efficiency consulting firm that works with housing authorities throughout the country, including several in Minnesota, to complete the utility allowance assessment and update.

Adjustments are required when there has been a change of 10% or more in a utility rate since the schedule was last updated. Nelrod's analysis of current rate data, established utility provider's rates have changed more than 10% and therefore, an updated 2023 utility allowance schedule was completed.

The method for calculating the allowance is the *engineering method*. It is based upon reasonable consumption data of an energy conservative family of modest circumstances and provides for the basic essentials needed for a living environment that is safe, sanitary and healthful. The data is used in conjunction with the most recent version of HUD's Utility Schedule Model (HUSM) that incorporates base consumption information. Characteristics considered in this method are construction type, location, size, heat source, utility rates, utility provider and consumption data for the "community as a whole". This approach removes the variable of individual consumption habits from the equation and therefore, more accurately reflects the costs of utilities for an energy conservative household. Nelrod calculated utility allowances based on the engineering method.

The new utility allowance schedule is effective February 1, 2023.

Attachment A is the proposed schedule for 2023.

RECOMMENDATION

Staff recommends approval of the proposed 2023 Utility Allowance Schedule – Attachment A.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding appropriations for the Housing Choice Voucher program are determined annually by Congress. It is anticipated that the adjustments to utility allowances will have a minimal financial impact.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Community Development Agency receives funding through the Department of Housing and Urban Development (HUD) to operate a Housing Choice Voucher Program; and

WHEREAS, in accordance with 24 CFR 982.517, Housing Authorities are required to establish and maintain allowance schedules for use in calculating estimated costs of tenant-furnished utilities and other services; and

WHEREAS, the allowance schedule for tenant paid utilities and other services be reviewed annually.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Allowances for Tenant-Furnished Utilities, Attachment A, is adopted for use in the Housing Choice Voucher Program effective February 1, 2023.

PREVIOUS BOARD ACTION

21-6489; 12/14/2021

ATTACHMENTS

Attachment A: Utility Allowance Schedule

BOARD GOALS

- Focused Housing Programs
- Development/Redevelopment
- Collaboration
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Lisa Hohenstein, Director of Housing Assistance

Author: Lisa Hohenstein

ALLOWANCES FOR TENANT FURNISHED UTILITIES

4A - ATTACHMENT A

LOCALITY: DAKOTA COUNTY CDA February 2023

MONTHLY DOLLAR ALLOWANCE

	0 BR			1 BR			2 BR			3 BR			4 BR			5 BR		
	M	T/D	SF	M	T/D	SF	M	T/D	SF	M	T/D	SF	M	T/D	SF	M	T/D	SF
HEATING																		
Natural Gas	30	37	42	35	44	50	41	51	59	47	59	67	53	66	75	60	72	84
Bottle Gas	80	97	112	92	117	134	109	136	156	124	156	180	141	175	202	160	194	226
Fuel Oil	122	156	176	146	185	210	171	215	244	200	244	283	224	273	317	249	307	356
Electricity	27	39	66	32	46	77	44	61	91	56	76	104	68	90	118	80	105	131
COOKING																		
Natural Gas		3			3			5			6			8			9	
Bottle Gas		7			7			12			17			22			24	
Electricity		6			7			10			13			16			19	
LIGHTS/REFRIGERATION																		
Electricity	22	28	33	26	33	38	36	46	53	47	59	69	57	72	84	67	85	99
WATER HEATING																		
Natural Gas	7	9	9	8	11	11	12	16	16	17	21	21	21	26	26	24	30	30
Electricity	16	20	20	19	24	24	24	30	30	29	37	37	35	43	43	40	50	50
Bottle Gas	19	24	24	22	29	29	32	39	39	41	53	53	53	66	66	61	78	78
Fuel Oil	29	39	39	34	44	44	49	63	63	68	83	83	83	102	102	98	122	122
WATER/SEWER																		
Water		16			16			19			22			26			30	
Sewer		28			28			36			43			50			57	
Trash		21			21			21			21			21			21	
RANGE/REFRIGERATOR																		
Range		11			11			11			11			11			11	
Refrigerator		12			12			12			12			12			12	
ELECTRIC SURCHARGE																		
		15			15			15			15			15			15	
NATURAL GAS SURCHARGE																		
		10			10			10			10			10			10	

TOTAL

Participant Name _____

Unit Address _____

City, State, Zip _____

Heating Codes:
M = 3 or More Attached Units
T/D = Duplex or 2-Family Home
SF = Single Family & Mobile Homes



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 4B

DEPARTMENT: Administration

FILE TYPE: Regular - Action

TITLE

Recognizing Commissioner Tina Cummings For Outstanding Service And Leadership To The Dakota County Community Development Agency

PURPOSE/ACTION REQUESTED

Recognize Commissioner Tina Cummings' service to the Dakota County Community Development Agency (CDA) Board of Commissioners.

SUMMARY

Commissioner Tina Cummings has been a member of the CDA Board of Commissioners since 2017 serving as an At-Large member providing policy direction for federally funded housing programs including the Housing Choice Voucher and Public Housing programs.

During her time as Commissioner, the CDA successfully converted 120 public housing units to CDA ownership which increased the number of rental assistance vouchers the agency administers.

Her support for the mission of the CDA during her time as a Commissioner has been greatly appreciated.

RECOMMENDATION

CDA staff wish to pay tribute to Commissioner Cummings' commitment and support by presenting her with a plaque imprinted with the resolution recognizing outstanding service and leadership.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, Tina Cummings has been an At-Large member of the Dakota County Community Development Agency Board of Commissioners since 2017; and

WHEREAS, Commissioner Cummings has been instrumental in the policy direction for federally funded housing programs including the Housing Choice Voucher and Public Housing programs; and

WHEREAS, the Dakota County Community Development Agency's federal housing programs serve nearly 3,000 households; and

WHEREAS, during her tenure on the CDA Board, the agency successfully converted 120 public housing units to CDA ownership which garnered additional rental assistance vouchers to assist families; and

WHEREAS, Tina Cummings is greatly respected by CDA commissioners and staff; and

WHEREAS, Tina Cummings has helped to improve the quality of life for Dakota County residents.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That Tina Cummings is recognized and commended for her public service and dedication; and

BE IT FURTHER RESOLVED, that Tina Cummings is presented this resolution of commendation in grateful appreciation for her contributions to the citizens and communities of Dakota County.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

None.

BOARD GOALS

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Tony Schertler, Executive Director

Author: Sara Swenson



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 5A

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE

Approval Of Record Of Disbursements – November 2022

PURPOSE/ACTION REQUESTED

Approve Record of Disbursements for November 2022

SUMMARY

In November 2022, the Dakota County Community Development Agency (CDA) had \$5,298,589.66 in disbursements and \$444,235.40 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

RECOMMENDATION

Staff recommends approval of the Record of Disbursements for November 2022.

EXPLANATION OF FISCAL/FTE IMPACTS

These disbursements are included in the Fiscal Year Ending June 30, 2023 budget.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the November 2022 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements – November 2022

BOARD GOALS

Focused Housing Programs Collaboration
 Development/Redevelopment Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Ken Bauer, Finance Director
Author: Chris Meyer, Assistant Finance Director

**Dakota County CDA
Record of Disbursements
For the month of November 2022**

	Date	Amount	Total
Common Bond Housing			
	11/21/22	<u>\$ 53,776.21</u>	
			\$ 53,776.21
Disbursing			
	11/01/22	\$ 66,746.00	
	11/03/22	\$ 296,447.53	
	11/10/22	\$ 642,839.72	
	11/17/22	\$ 627,614.26	
	11/23/22	<u>\$ 1,007,251.34</u>	
			\$ 2,640,898.85
HOME			
	11/22/22	<u>\$ 88,979.00</u>	
			\$ 88,979.00
Housing Assistance			
	11/01/22	\$ 2,389,710.60	
	11/17/22	<u>\$ 125,225.00</u>	
			\$ 2,514,935.60
Total Disbursements			<u><u>\$ 5,298,589.66</u></u>
November 2022 Payroll			
	11/04/22	\$ 219,264.27	
	11/18/22	<u>\$ 224,971.13</u>	
Total Payroll			<u><u>\$ 444,235.40</u></u>

Disbursement detail is available in the Finance Office



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 5B

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Consent

TITLE

Approval Of Budget Amendment For Tax Increment Financing District No. 8 For Denmark Trail Townhomes (Farmington)

PURPOSE/ACTION REQUESTED

Approve a budget amendment up to \$410,000 from Tax Increment Financing (TIF) District No. 8 for construction costs related to Denmark Trail Townhomes (Farmington).

SUMMARY

The Dakota County CDA owns a 6.5-acre parcel in Farmington generally north of Denmark Avenue and 225th Street W. and intends to construct Denmark Trail Townhomes, a 40-unit affordable townhome development, on the site.

The CDA Board approved the creation of the limited partnership in 2018 to develop the site and has committed a number of financial resources for the development including a HOPE award of \$750,000, a federal HOME Investment Partnerships Program award of \$1,000,000, and the 2023 9% Low Income Housing Tax Credits totaling \$961,313 (estimated of \$9 million in tax credit equity over 10 years).

To assist with construction, staff would also like to use available funds from TIF District No. 8 in an amount up to \$410,000. The funds from this TIF district were reserved for the purpose of developing affordable housing. The CDA's FYE23 operating budget does not include budget authority in TIF District No. 8 for the construction of Denmark Trail Townhomes which will require a budget amendment.

RECOMMENDATION

Staff recommends approval of the resolution amending the FYE23 operating budget to include up to \$410,000 of budget authority in Tax Increment Financing District No. 8 for the construction of Denmark Trail Townhomes in Farmington.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed amendment to the fiscal year 2023 budget would add up to \$410,000 of available funds from TIF District No. 8 for the construction of Denmark Trail Townhomes in Farmington. The proposed budget amendment does not impact the revenue or overall district budget.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, in 2018, the Dakota County Community Development Agency (CDA) Board of Commissioners approved the creation of a limited partnership to develop a 6.5-acre site in Farmington for Denmark Trail Townhomes, a 40-unit affordable housing development; and

WHEREAS, to assist with construction, available funds from Tax Increment Financing (TIF) District No. 8 in an amount up to \$410,000 are also requested for Denmark Trail Townhomes.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the fiscal year 2023 operating budget be amended to include up to \$410,000 of budget authority in Tax Increment Financing District No. 8 for the construction of Denmark Trail Townhomes in Farmington.

PREVIOUS BOARD ACTION

18-5975; 2/27/2018
22-6529; 10/18/2022

ATTACHMENTS

Attachment A: Location Map and Site Plan

BOARD GOALS

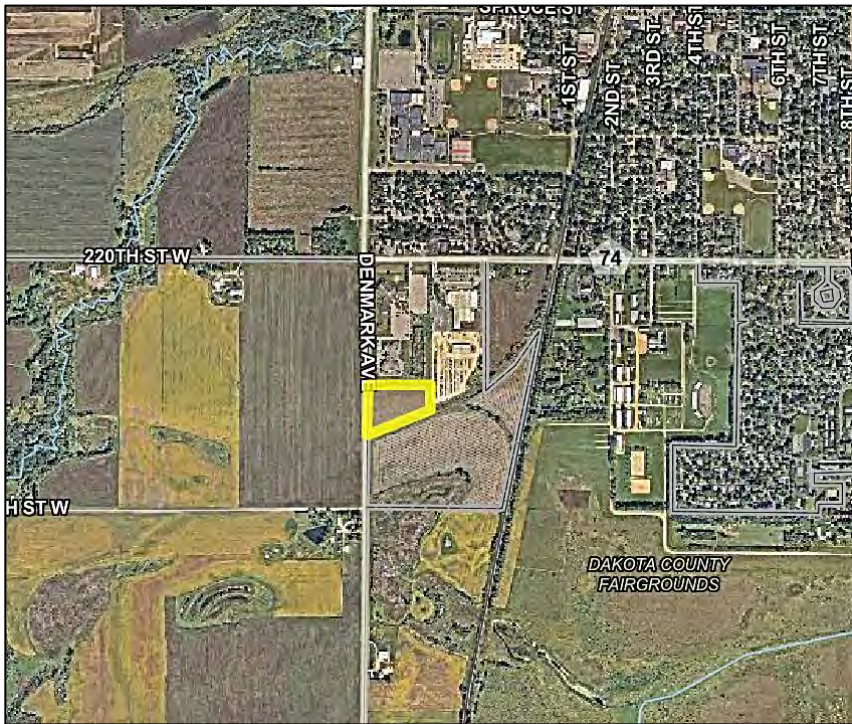
- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

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



Denmark Trail Townhomes Location Map



Denmark Trail Townhomes Site Plan



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 5C

DEPARTMENT: Administration

FILE TYPE: Regular - Action

TITLE

Adoption Of The 2023 CDA Merit Compensation Policy And Plan

PURPOSE/ACTION REQUESTED

Adopt the 2023 CDA Merit Compensation Policy and Plan.

SUMMARY

Each year, CDA management reviews the agency's Merit Compensation Policy and Plan (Attachment A) and makes recommendations for the upcoming year. A review of similar plans, including Dakota County's, and market considerations are factored into the review and update of the plan.

The 2023 salary ranges reflect an increase of 2.5% above 2022 salary ranges.

The merit matrix provides for 0 to 4.5% adjustments based on performance which will be effective on an employee's review date. Additionally, a general increase of 3% will be processed for all staff employed on 12/31/2022 and will be implemented with the first full pay period of 2023 (1/7/2022 – 1/20/2022). This general increase and merit increases match Dakota County's overall Merit Compensation Plan percentage increases.

The Stand-by (on call) rate increased by 0.05 cents per hour.

The 2023 Merit Compensation Plan removes merit increases after the six-month probationary period for new employees and caps reductions in salary for voluntary demotions.

RECOMMENDATION

Staff recommends adoption of the 2023 Merit Compensation Policy and Plan.

EXPLANATION OF FISCAL/FTE IMPACTS

The CDA's budget year runs from July 1 to June 30 of the following year. The compensation plan is based on a regular calendar year, and therefore the Merit Compensation Policy and Plan cuts across two fiscal years. The current fiscal year's budget included estimates that will accommodate the proposed salary increases that will occur in the first half of the calendar year, and the budget for the upcoming fiscal year can be adjusted prior to its approval.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the 2023 CDA Merit Compensation Policy and Plan, Pay Equity Structure, and Merit Matrix be adopted for implementation on January 1, 2023 with the following provisions:

- Salary ranges increase 2.5 percent above 2022 salary ranges.
- The merit matrix provides for a combination of 0.0 to 4.5% adjustments.
- A general increase of 3% for all staff employed on December 31, 2022 will be implemented on 1/7/2023; and

BE IT FURTHER RESOLVED that employee’s 2023 salaries shall be established in the context of and consistent with these provisions.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: 2023 CDA Merit Compensation Policy and Plan

BOARD GOALS

- | | | |
|----------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Focused Housing Programs | <input type="checkbox"/> Collaboration | |
| <input type="checkbox"/> Development/Redevelopment | <input type="checkbox"/> Financial Sustainability | <input checked="" type="checkbox"/> Operational Effectiveness |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--------------------------------------------|----------------------------------|----------------------------------|-----------------------------------------|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--------------------------------------------|----------------------------------|----------------------------------|-----------------------------------------|

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications

Author: Karissa Goers, Human Resources Administrator



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Merit Compensation Policy & Plan

Merit Compensation Policy & Plan

I. INTRODUCTION

The Dakota County Community Development Agency's philosophy regarding compensation systems and wage and salary administration flows from a belief that all employees are to be provided competitive rewards for achievement. Embodied in this statement are the concepts of output or results-based merit pay in the context of market driven compensation structures. Contained within this broad statement are the CDA's compensation goals, including: 1) attraction and retention of personnel, 2) rewards for excellence, 3) facilitation of compensation equity, 4) equitable distribution of limited CDA compensation resources, 5) achievement of pay/performance and contribution relationships, 6) possibility of salary differentiation from the highest to the lowest level of performance and contribution, and 7) clear communication of these objectives to all affected employees. The elements of the CDA's compensation program have been structured to support and advance these objectives.

II. ADMINISTRATIVE GUIDELINES

A. Participation

All CDA employees will participate in the Dakota County CDA Merit Compensation Plan. New employees will participate immediately upon employment.

B. Plan Update

The Administration Department will annually review all aspects of the Plan, including salary ranges and grade structure, salary increase matrixes, and administrative guidelines. Any recommended changes due to internal organization modifications, external market factors, strategic programmatic and administrative considerations, or other relevant issues will be proposed to the CDA Board in a timely fashion.

III. COMPENSATION PROGRAM ELEMENTS

A. Policy

It is the policy of the CDA to provide its employees equitable compensation and financial incentives, to the extent permitted by law, to promote attainment of the highest levels of performance and organizational contribution. The CDA recognizes that compensation policies are a key factor in the CDA's ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. Therefore, the Dakota County CDA Merit Compensation Plan is based on the principles of internal and external pay equity and is designed to relate to the extent possible, an individual's salary to performance and contribution to organization results.

B. Salary Structure

The CDA salary structure (Attachment A) consists of 184 salary grades with a corresponding salary range for each grade. Salary ranges are formulated around a midpoint, and a salary range spread is calculated. Salary ranges are segmented into four quartiles. The structure is midpoint-driven which means the market rate for CDA positions is approximately the midpoint of the salary ranges. Market rate is defined as what comparable jurisdictions are paying employees in comparable positions. Movement beyond the market rate is dependent upon high performance ratings and tenure in position.

Salary ranges are analyzed and may be adjusted each year based on several factors including relative changes in the labor market, inflationary measures, budgetary impact as well as fluctuation in the prevalence of certain job skills in the marketplace.

C. Performance Reviews

Excluding Back-up Site Attendants and Site Attendant B's, supervisors shall conduct a formal performance review of each employee annually to determine whether the employee shall receive a merit increase. Any merit increase will be effective as of the employee's performance review date. For Back-up Site Attendants and Site Attendant B's, the Administration department will send out a notice to the supervisor indicating that an automatic Meets Standards performance rating and the merit increase will be calculated on the review date, unless the supervisor submits a performance review rating to the contrary.

In preparing a formal performance review, a supervisor assesses an employee's performance and contribution on major job duties and accomplishment of objectives for the position being evaluated. Areas needing improvement are identified and when appropriate, a formal performance improvement plan is implemented.

The formal performance review is conducted within 15 days of employee's annual performance review date. Prior to the conclusion of the evaluation period, employees are expected to complete a self-assessment and submit it to their supervisor for use in completing their performance review. At the discretion of management, a supervisor's salary increase may be delayed until all scheduled performance reviews are completed.

Completed performance review documents are signed by the supervisor, the employee, and the Department Director. The Department Director or the Assistant Department Director can sign off on completed review documents for Site Attendants. The employee's signature indicates that the appraisal has been discussed with the supervisor but does not necessarily indicate agreement with document content. Employees shall be provided adequate time to review and provide summary comments to the final review document. If an employee refuses to sign the document, it is noted, and the review is processed. Completed performance review documents are retained by Human Resources consistent with Administration's retention schedule and related policies. A copy of the performance review is provided to the employee.

At least once during the review period, it is recommended that the supervisor also conduct an informal review to inform the employee of the interim performance status. Interim reviews are documented in dated summary memos and maintained by the department supervisor.

The performance review process combines an assessment of objective success measures and position competencies.

Performance ratings are based on the following structure:

Greatly Exceeds Performance Standards - Is reserved for a limited number of employees who, in a given year, demonstrate extraordinary performance. This rating may result from especially noteworthy accomplishments and/or performance during the review period that exemplifies organizational excellence. Approval of the Executive Director is required for this level of rating.

Exceeds Performance Standards - Is to recognize a pro-active performer. Results of assigned responsibilities consistently meet and frequently exceed baseline expectations. Routinely evaluates priorities and maximizes opportunities for improvement and collaboration; is pro-active and effective in performing for group success, integrating change, learning and sharing information, understanding and sustaining organizational values and objectives; serves as an example of professionalism and excellence.

Meets Performance Standards - Is to recognize a reliable, responsive performer. Results of assigned responsibilities meet baseline expectations, regularly or with minimal training or coaching. Takes the steps needed to accomplish tasks, can integrate change as proscribed, complies with group needs while performing individual tasks, and can learn and apply specified information when necessary. Demonstrates conduct appropriate for the workplace and acts consistently within organizational values and objectives.

Learning Performance Standards – Reserved for employees in their first year of employment with the CDA or in their first year of a new position within the agency. Performance in assigned responsibilities does not meet baseline expectations due to either an insufficient length of time in position or lack of skill or effort. May require regular assistance, training, coaching or oversight to complete basic/routine job responsibilities.

Employees who receive a Learning Performance Standards rating are subject to a Performance Improvement Plan and an informal review after six months. If after the six-month review the employee receives a Meets Standards or above rating, ~~a six-month merit increase is processed, and~~ the next review date is adjusted back to the annual or common review date. If performance standards are not brought up to a Meets Standards, ~~the~~ employee will be subject to disciplinary proceedings, up to and including discharge.

Human Resources must be notified in advance if an employee is to receive a Learning Standards rating.

Below Performance Standards - Does not achieve baseline performance expectations due to insufficient skill or effort. Results of some or all assigned responsibilities failing to meet baseline expectations. Frequently requires assistance, coaching or regular oversight to complete basic/routine job responsibilities. May be inconsistent in the demonstrated ability to adapt to change and apply new information to assigned tasks or roles and their performance may slow or damage group productivity, functioning or credibility.

Employees who receive a Below Standards rating are subject to a Performance Improvement Plan and will receive formal performance reviews at six-month intervals until documented performance warrants a Meets Standards rating. If after the six-month review the employee receives a Meets Standards or above rating, a ~~six-month~~ merit increase is processed, and the next review date is adjusted back to the annual or common review

date. Employees who receive multiple or consecutive Below Standards ratings will be subject to disciplinary proceedings, up to and including discharge.

Human Resources must be notified in advance if an employee is to receive a Below Standards rating and is required to participate in the review meeting.

D. Individual Development Plans

As part of the formal performance review process, supervisors and employees are encouraged to jointly complete an Individual Development Plan (IDP). Formal discussions of job and career objectives, position enrichment and development may also be included. The development areas and career objectives identified should be tied to departmental and agency-wide goals. Completion of an IDP is required if the employee is planning to request tuition reimbursement, or if a supervisor has determined that the employee is to complete one.

IDP's are not required of Site Attendants or Back-up Site Attendants.

E. Salary Increase Matrix

The Merit Matrix is based on the principle that salary range position and performance as reflected in organizational contribution bear a direct relationship and that gravitation toward the market rate (Q2) should occur.

The structure of the annual merit matrix (Attachment B) reflects percentage increases based on two dimensions: range position (Quartiles 1 – 4) and performance rating. When a merit increase is available, a high performer in a low segment of the salary range may receive a greater base salary increase than an equivalent performer in an upper portion of the salary range. Note that employees whose performance is rated Below Standards, are in no case eligible for an increase to base salary, ~~or a lump sum payment~~. In no instance will an employee's base salary be increased above the range maximum.

Administering an effective performance-based market system requires a commitment to truly differentiate performance. There is no expectation that every employee will reach the salary range maximum. Appropriate ratings differentiation is expected. Those employees who perform at higher levels receive greater rewards.

F. Special & Extra Meritorious Awards

The Special and Extra Meritorious Awards provide discretionary lump sum payments for special achievements with short-term and review period recognition options.

Special Awards provide short-term based recognition that is directly tied to a specific, identified achievement for employees who are critical to the success of a specific project. An award of up to \$500 may be granted for short-term recognition.

The Extra Meritorious Award is provided at the end of a performance review period for notable achievement accomplished throughout the year, and/or special achievements outside the normal expectations of the employee's position. Employees are eligible for an Extra Meritorious Award once per ~~calendar review~~ year. The Extra Meritorious Award provides a lump sum payment of up to 2% of the employee's salary.

Special and Extra Meritorious Awards are approved or disapproved by the Executive Director after consultation with Human Resources.

G. Promotion

A promotion is defined as the selection of an internal candidate through the competitive process into a position at a higher salary range or classification.

At the time of a promotion decision, the affected employee receives a performance review of the time worked in the current position since the most recent performance appraisal. Upon promotion, employees are eligible for an increase of up to 10% of their actual base salary, or placement at the new salary range minimum, whichever is greater. If the employee's resulting base salary is below Quartile 2 of the new salary range, internal equity and the employee's appropriate placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be proposed. All promotional salary actions require approval by Human Resources.

Employees promoted into a supervisory position will typically not earn less than 90% of the highest paid subordinate employee in the work unit unless unique circumstances exist.

All promotional salary increases will be approved by Human Resources and reviewed with the Department Director prior to a promotional job offer being extended.

H. Demotion

- *Involuntary*

An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range or classification as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case-by-case basis as approved by Human Resources.

- *Voluntary*

A voluntary demotion is defined as the selection of an internal candidate through the competitive process into a position at a lower salary range or classification. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary reduction will generally be no greater than 10% of their base pay per pay grade reduced. -The salary reduction will be capped at 20%. Adjustments will be based on internal equity considerations and approved by Human Resources.

- *Reorganization*

If a demotion is the result of a reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the new salary range maximum, the salary is frozen until such time as the salary is within the new salary range.

I. Job Evaluation

Through the CDA's job evaluation and classification policy, the agency ensures that appropriate relationships between classifications and jobs are established and maintained over time through application of a periodic job description review process and reorganization studies, when appropriate.

J. Reclassification

A reclassification is defined as movement to another salary grade because of approved changes in job duties significantly modifying the position responsibilities. When a position is reclassified to a higher salary grade, employees are eligible for an increase of up to 5% of their actual base salary or placement at the new salary range minimum, whichever is greatest.

The CDA ensures that job descriptions are evaluated regularly, and as changes to services, processes, and related job duties occur. If a position is re-evaluated by the agency's external consultant, it will receive a ranking and will be slotted on the existing compensation schedule

Positions may be reclassified with no change in salary grade, upward (higher classification/salary grade) or downward (lower classification/salary grade). In instances of a reclassification upward the Executive Director shall have the authority to grant a salary increase (in accordance with Personnel Policy #260) if the increase differs from the amount indicated in paragraph two of this section.

Reclassification downward generally results in no immediate change to the employee's salary. If the employee's salary is above the salary range maximum for the new classification, the salary is frozen until such time as the salary is within the new salary range. When the employee's salary is within the new salary range, the employee will be eligible for performance increase consideration based upon the new salary control point on the annual performance review date. Reclassification of a position does not change the employee's salary review date unless specifically determined during the reclassification process. Reclassification of a job class does not change the employee's anniversary date.

When downward reclassification results in an employee's salary exceeding the maximum of the new salary range, the salary is not increased for any reason, including performance reviews, until such time that the salary is within the designated salary range.

K. Working Out-of-Class

Out-of-class pay may be requested whenever an employee is designated by the responsible authority to perform all or most of the duties and responsibilities of a position in a higher classification for a period of 10 consecutive workdays or more. For this purpose, higher classification is defined as at least one subgrade above the employee's current classification. Human Resources must review all requests for out-of-class work prior to the employee's assignment. Whenever possible, out-of-class assignments should be limited to a period of six months or less but may be extended with approval. Generally, working out-of-class is the result of a temporarily vacant position.

In such a case and for the duration of the out-of-class assignment, the employee is eligible for a payment of up to 5% of their actual base salary, or placement at the higher salary range minimum, whichever is greater. The out-of-class payment will be retroactive to the first day the employee worked in the higher classification and may be paid as an adjustment to the hourly

rate or paid in a lump-sum at the conclusion of the out-of-class assignment. Employees being considered for an out-of-class assignment must meet the minimum qualifications of the position in the higher classification.

Whenever an employee is directed to temporarily perform most, but not all, of the duties and responsibilities of a position in a higher salary grade as defined above for a period of 10 consecutive workdays or more, the employee is eligible for a partial out-of-class payment of up to 3% of their actual base salary to be paid in a lump-sum as indicated in paragraph two of this section.

If an employee's review date occurs during the time they are working out-of-class, a salary adjustment consistent with the Merit Compensation Plan is computed on the employee's regular position, classification, and salary range. The calculated increase is then added to the out-of-class pay rate. When the employee returns to their regular position, they are compensated at their previous rate plus the amount of any increase. An employee working out-of-class for six months or more is not eligible for a probationary review.

If the employee is promoted to the out-of-class position, the time since the employee's last performance review is "closed out" by conducting a performance review for the period in question. The date of the promotion will be considered the effective date of change and they will then serve a six-month probation period. The salary of the promoted employee shall be no less than the rate of pay while serving in the out-of-class assignment.

L. Career Ladder Program Advancement

Career Ladder Program Advancement offers advancement opportunity within a series of related classifications designated as a Career Ladder. A Career Ladder is defined as a series of two or more classifications listed in ascending level of responsibility, with increasingly complex duties and higher salary potential. Positions eligible for consideration as a Career Ladder will be identified through review by Senior Management and advancement criteria will be developed in consultation with Human Resources. All Career Ladder series are subject to Executive Director approval, prior to their implementation.

Management requests for an employee's Career Ladder advancement, occurs in conjunction with an employee's regularly scheduled performance review date. Career Ladder advancement requests must be documented and receive Department Head and Executive Director approval. An employee approved for a Career Ladder advancement receives a performance review salary adjustment based on the control point of the classification assigned during the previous review period as described in Section C. Additionally, in recognition of the career advancement, employees are then eligible for an increase of 5% of their actual base salary, 5% of the applicable salary range or career-band control point, or placement at the new salary range minimum, whichever is greatest.

M. On-Call Compensation

Property Management Department staff may be assigned, for one-week periods (seven consecutive days), to be on on-call before and after their regular work hours, on weekends, and on holidays. On-call staff are expected to be available to handle maintenance-related emergencies and calls as described in the Stand-By Compensation section of Personnel Policy #170.

Staff who are scheduled to be the primary on-call employee (Maintenance Technicians) will be paid at a rate of one-and-a-half (1.5) times their regular rate of pay for all hours actually worked while on-call (including work-related phone time) and will also be paid a separate stipend for each week of primary on-call service performed. Primary on-call service will receive a rate of \$2.2~~50~~ per hour for each hour they are designated on-call.

A supervisor or different Property Management staff member (Property Managers) will be assigned, for one-week periods (seven consecutive days), to provide secondary (back-up) on-call support and assistance to the primary on-call employee on an as-needed basis. Employees who provide secondary on-call support and assistance will be paid at their regular rate of pay for all hours actually worked while on-call and will also be paid a separate stipend for each week of back-up on-call service performed. Back-up on-call service will receive a rate of \$1.4~~50~~ per hour for each hour they are designated on-call.

Overtime compensation for on-call staff will be calculated and paid in accordance with applicable law.

N. Wage and Salary Guidelines

- *Full Merit Concept*
All employee base ~~and lump sum~~ salary actions are based solely on the CDA's approved Merit Matrix and related guidelines. All salary actions are effective on employees' performance review dates.
- *Merit Matrix*
The Merit Matrix guidelines provide percentage base ~~and lump sum~~ increases for each level of performance. The merit increase is a percentage calculated on the Q2 rate of the employee's applicable salary range if the salary is below the Q2 rate and calculated on the employee's base salary if above the Q2 rate.

For employees below the range maximum and whose base adjustment would result in an increase above the salary range maximum, the salary increase is available only to the range maximum rate. There are no base ~~or lump sum~~ increases beyond the range maximum.

Note: Part-time employees receive base adjustments ~~and lump sum~~ payments based upon and prorated by their approximate full-time equivalency amount. For example, a 20-hour per week, .5 FTE employee would receive one-half of the calculated annual ~~or lump sum~~ amounts using the method above.

- *Performance Review Date*
The performance review date has historically been the date on which the employee was last hired, transferred, promoted, or demoted to a new job classification or a specified common date applicable to a group of employees. If an employee's performance review date is to be changed, the employee will receive written notice. Additionally, performance review dates will be adjusted for employees on approved leaves of absence beyond 90 days. Reviews are based on the plan year merit guidelines within which they fall.
- *Effective Dates of Increases*

All pay increases will be effective on the employee's performance review date. If an employee's review is not conducted until sometime after that employee's official performance review date, any pay increase will be retroactive to that date.

- *Six-Month Probationary Performance Reviews*
Six-month probationary performance reviews are conducted to determine if the employee has met all the performance requirements of the position. If the employee has met some but not all job competencies and it is anticipated that full job competency could be reached with more training, a Learning Standards rating will be given, and the employee will be put on a Performance Improvement Plan (PIP). If an employee receives a Below Standards rating during their probationary period they may be terminated from the position.

~~Reviews are based on the plan year merit guidelines within which they fall. Using matrix guidelines for base adjustments and lump sum payments, 50% of the available increase is provided upon successful completion of the initial probationary period. At the subsequent annual review, an additional 50% of an increase is available, based on current performance level and matrix guidelines.~~

- *Salaries Below the Range Minimum*
At the beginning of a calendar year, any employee compensated at a rate less than the minimum of the new applicable salary range as defined in this policy, will be automatically adjusted to the new range minimum.
- *Increases to the Top of the Range*
No employee's salary may exceed the range maximum. A base increase may be given up to the maximum. There are no base ~~or lump sum~~ payments if an employee's salary is at the salary range maximum rate.

O. Approval Process

All performance review and salary increase materials and documentation require the approval signatures of the appropriate supervisor and department director. After appropriate Department approval, all documentation is forwarded to Human Resources for final approval and processing. Prior approval of the Executive Director is required for a Greatly Exceeds Performance Rating and Special or Extra Meritorious Awards.

P. Market Adjustment

The Executive Director may approve a market analysis for a job classification as requested by a Department Head or initiated by Human Resources. When a market analysis for a specific job class indicates that the assigned salary range mid-point deviates, positively or negatively, from the market by more than 10%, the job class may be placed at an established salary range that most closely corresponds to the applicable market rate. The job class is administered in the context of the adjusted range. All market adjustments will be re-evaluated on a regular basis.

Q. Modifications or Exceptions

The Executive Director may approve exceptions to the Plan. These will generally involve internal and labor market equity considerations, HUD compliance or unusual circumstances and will occur only upon the recommendation of the Director of Administration.

R. Policy Implications

The provisions of this plan supersede any applicable Dakota County CDA policies and procedures.

Attachments:

- A. Salary Structure
- B. Merit Matrix
- C. Job Classifications

2023 DAKOTA COUNTY CDA PAY EQUITY COMPENSATION STRUCTURE

<u>Grade</u>	<u>Minimum</u>	<u>Quartile 1</u>	<u>Midpoint</u>	<u>Quartile 3</u>	<u>Maximum</u>
101	\$29,635	\$33,340	\$37,044	\$41,675	\$46,305
102	\$33,191	\$37,341	\$41,489	\$46,675	\$51,861
103	\$37,174	\$41,821	\$46,468	\$52,277	\$58,085
104	\$41,635	\$46,840	\$52,044	\$58,550	\$65,055
105	\$46,631	\$52,460	\$58,289	\$65,575	\$72,861
106	\$52,227	\$58,756	\$65,284	\$73,445	\$81,605
107	\$58,494	\$65,806	\$73,118	\$82,258	\$91,398
108	\$65,514	\$73,703	\$81,892	\$92,129	\$102,365
109	\$73,375	\$82,547	\$91,719	\$103,184	\$114,649
110	\$82,180	\$92,453	\$102,725	\$115,566	\$128,406
111	\$92,042	\$103,547	\$115,052	\$129,434	\$143,815
112	\$103,086	\$115,972	\$128,858	\$144,966	\$161,073
113	\$115,457	\$129,889	\$144,321	\$162,361	\$180,401
114	\$129,312	\$145,476	\$161,640	\$181,845	\$202,050

Shaded salaries exceed the 2023 Local Government Salary Cap and are currently unavailable to CDA employees.

DAKOTA COUNTY CDA MERIT COMPENSATION PLAN

2023 Merit Matrix

The Merit Matrix guidelines provide maximum recommended percentage increases for each level of performance and for each of the four salary quartiles. Contained within each matrix cell is a recommended base salary adjustment. Merit increases for positions with salaries below Q2 will be calculated on the midpoint/Q2.

PERFORMANCE RATING				
GREATLY EXCEEDS STANDARDS	EXCEEDS STANDARDS	MEETS STANDARDS	LEARNING STANDARDS	BELOW STANDARDS
4.5%	3.5%	2.5%	1.5%	0%

ATTACHMENT C: JOB EVALUATION/CLASSIFICATION RANKING (As of 12/2022)

<u>JOB CLASSIFICATION</u>	<u>STATUS</u>	<u>GRADE</u>
Deputy Executive Director/Dir. of Housing Development	E	113
Director of Administration & Communications	E	112
Director of Community & Economic Development	E	112
Director of Finance	E	112
Director of Housing Assistance	E	112
Director of Property Management	E	112
Assistant Director of Community & Economic Development	E	110
Assistant Director of Finance	E	110
Assistant Director of Housing Assistance	E	110
Assistant Director of Property Management	E	110
Maintenance Manager	E	110
Assistant Director of Administration & Communications	E	109
Compliance & Landlord Relations Manager	E	109
Housing Finance Manager	E	109
Human Resources Administrator	E	109
Network Administrator	E	109
Program Manager	E	109
Capital Projects Manager	E	108
Community Development Coordinator	E	108
Contract Services Manager	E	108
Property Manager	E	108
Real Estate Manager	E	108
Senior Accountant	E	108
Housing Stability Specialist	E	107
Program Coordinator	E	107
Weatherization Coordinator	E	107
Administrative Coordinator	N	107
Housing Rehabilitation Coordinator	N	107
Housing Rehabilitation Specialist	N	107
Maintenance Technician III	N	107
Accountant	N	106
Maintenance Technician II	N	106
Housing Specialist II		
Assistant Property Manager	N	105
Homeownership Specialist	N	105
Housing Specialist I	N	105
Maintenance Technician I	N	105
Weatherization Specialist	N	105
Accounting Specialist	N	104
Preventative Maintenance Technician	N	104
Housing Associate	N	103
Program Support Assistant	N	103
Office Support Assistant	N	102
Site Attendant/Site Attendant (B)	N	101
Site Attendant – Back Up	N	101

E = Exempt N = Non - Exempt



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 5D

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 2023 and 2024.

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, 2022. A contract amendment for a two-year extension to the contract has been drafted (Attachment A) that reflects a five-percent increase in cost for 2023, and an additional five percent increase in 2024.

RECOMMENDATION

Staff recommends authorizing the Executive Director to execute the contract amendment to extend the legislative services contract through December 31, 2024.

EXPLANATION OF FISCAL/FTE IMPACTS

The total cost of these services will be \$26,775. The 2023 amount is \$13,061 and the 2024 amount is \$13,714. These costs will be included in FYE24 and FYE25 budget requests and there are sufficient funds in the FYE23 budget to pay for the first half of services in 2023.

None Current budget Other Amendment Requested New FTE(s) requested

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 No. 21-6372; and

WHEREAS, the Contract expires on December 31, 2022; and

WHEREAS, the original Contract had a not to exceed amount of \$24,879.20 for 24 months; and

WHEREAS, the parties desire to amend the Contract to extend the terms to December 31, 2024, with the total not to exceed amount of the Contract increased to \$51,654.20 to cover \$13,061 in 2023 and \$13,714 in 2024; and

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

NOW, THEREFORE BE IT RESOLVED, That the Dakota County Community Development Agency hereby authorizes the Executive Director to execute an amendment of the contract with Stinson LLP for the provision of governmental relations services under the amended terms and conditions for the time period between January 1, 2023 – December 31, 2024 with a total contract not to exceed \$51,654.20 to cover \$13,061 in 2023 and \$13,714 in 2024, subject to approval as to form by the County Attorney's Office.

PREVIOUS BOARD ACTION

21-6372; 1/19/2021

ATTACHMENTS

Attachment A: Contract Amendment

BOARD GOALS

- Focused Housing Programs
- Development/Redevelopment
- Collaboration
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Tony Schertler, Executive Director
Author: Sara Swenson

**FIRST 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, 2022; and

WHEREAS, the parties desire to amend the Contract to extend the term of the Contract to December 31, 2024 at the cost of \$13,061.00 for 2023 and \$13,714.00 for 2024; 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, 2024, 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 four-year term of this Contract, the CDA will pay Contractor a total of Fifty-One Thousand six Hundred Fifty-Four and 20/1000 Dollars (\$51,654.20) 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.

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 First Amendment conflicts with the earlier Contract, this First Amendment shall govern.

[SIGNATURE PAGE TO FOLLOW]

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

Approved as to form:

**DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY**

Assistant County Attorney/Date

By _____
Tony Schertler
Executive Director
Date of Signature _____

Approved by Dakota County CDA Board
Resolution No.

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

By _____
Paul D. Cassidy
Director
Date of Signature _____



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 5E

DEPARTMENT: Administration

FILE TYPE: Regular - Consent

TITLE

Authorization To Execute Joint Powers Agreement With Dakota County For Employee Benefit Participation, Employee Relations Services 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, Employee Relations and Information Technology services.

SUMMARY

In 2018, the CDA entered into a JPA with Dakota County to continue participation in employee benefit plans (medical, dental and vision) and to procure, as needed, Employee Relations and Information Technology services.

The current JPA expires on December 31, 2022. 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.

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

The JPA provides for payment of human resources consulting at an hourly rate of \$94, plus any other reimbursable costs.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the current agreement for Employee Benefit participation and procurement of Employee Relations services and Information Technology Services between the Dakota County CDA and Dakota County expires on December 31, 2022; 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 2023 and 2024 to continue participation in Dakota County employee benefit plans and procure Employee Relations and Information Technology services, substantially as presented, and subject to approval by the Dakota County Attorney's Office as to form.

PREVIOUS BOARD ACTION

21-6374; 1/19/2021

ATTACHMENTS

Attachment A: Joint Powers Agreement for Employee Relations and IT services

BOARD GOALS

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

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”), and human resources consulting services upon request on an ad hoc basis (collectively, “HR Services”) pursuant to previously executed Joint Powers Agreements; and

WHEREAS, the CDA desires that the County continue to provide Employee Benefit Participation, IT Services, and HR 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 2023 and 2024; and
- B. To enable the CDA to request and receive IT services from the County’s IT Department (“IT Department”); and
- C. To enable the County’s Employee Relations Department (“ER Department”) to continue providing human resources consulting services to the CDA upon request on an ad hoc basis, and to establish the terms on which such services shall be provided.

**ARTICLE II
TERM**

This Agreement shall be in full force and effect on January 1, 2023 and shall continue in full force until December 31, 2024, 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, IT Services, and HR Services pursuant to the terms, conditions, and provisions in Appendices 1 through 4, which are attached hereto and incorporated herein:

- A. Appendix 1 County Provision of Employee Benefits Participation;
- B. Appendix 2 County Provision of IT Services;
- C. Appendix 3 County Provision of HR 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
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To the County	Dakota County Manager Dakota County Administration Center 1590 Highway 55 Hastings, MN 55033
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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, 2024, whichever occurs first. Upon termination, the ER 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

DAKOTA COUNTY

Assistant County Attorney date

Matt Smith
County Manager
Date of signature: _____

Approved by Dakota County Board
Resolution _____

**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.

- 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.

Appendix 3
County Provision of HR Services

1. Services.

- a. **Scope.** The ER Department shall provide human resources consulting services to the CDA upon request on an ad hoc basis as agreed to by the ER Department.
- b. **Discretion to Decline Services.** The Director of the ER Department (“Director”) shall have sole and complete discretion to decline to provide human resources consulting services to the CDA. Nothing in this Agreement shall obligate the ER Department to provide human resources consulting services to the CDA.
- c. **Discretion to Obtain Services from Other Sources.** The CDA shall have sole and complete discretion to obtain human resources consulting services from sources other than the ER Department. Nothing in this Agreement shall obligate the CDA to obtain human resources consulting services from the ER Department.

2. Payment.

- a. **Hourly Rate.** The CDA will pay the County for human resources consulting and payroll services provided by the ER Department at an hourly rate of \$94.00. Effective January 1 of each calendar year during the Agreement Term, the Director may adjust the hourly rate then in effect to reflect the present cost of providing human resources consulting and payroll services to the CDA, and will provide written notice of any adjusted hourly rate to the CDA pursuant to Section 4.G of the Agreement prior to the new hourly rate taking effect.
- b. **Costs.** In addition to paying for the human resources consulting services provided by the ER Department pursuant to this Agreement, the CDA shall also reimburse the ER Department for any costs incurred by the ER Department in connection with providing such services. Reimbursable costs include, without limitation, long-distance telephone charges, postage charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, investigatory fees, and other reasonable expenses incurred by the ER Department in providing human resources consulting services to the CDA.
- c. **Billing.** The ER Department shall invoice the CDA on a monthly basis for human resources consulting services provided to the CDA pursuant to this Agreement and any costs incurred by the ER 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 amount of time that each such person spent providing services, and any costs reimbursable costs incurred by the ER 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 ER 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.** Each party agrees to defend, indemnify, and hold harmless the other party, 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 indemnifying party's performance of services under this Agreement. 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.



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 5F

DEPARTMENT: Administration

FILE TYPE: Regular - Consent

TITLE

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

In 2018, the CDA entered into a JPA with Dakota County to procure, as needed, legal services.

The current JPA expires on December 31, 2022. The County Attorney's Office 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 the Dakota County Attorney's Office. The agreement is for two years unless either entity chooses to discontinue participation.

EXPLANATION OF FISCAL/FTE IMPACTS

Costs for services outlined in the JPA are incorporated into the CDA's annual budgets. The County Attorney's office will charge an hourly rate of \$216.00 in 2023 for attorney time and \$48.00 for paralegal time; and in 2024, they will charge an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the current agreement for Legal Services between the Dakota County CDA and Dakota County Attorney's Office expires on December 31, 2022; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to execute a joint powers agreement between the Dakota County CDA and the Dakota County Attorney's Office for 2023 and 2024 to procure legal services as needed.

PREVIOUS BOARD ACTION

21-6374; 1/19/2021

ATTACHMENTS

Attachment A: Joint Powers Agreement for legal services

BOARD GOALS

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Sara Swenson, Director of Administration and Communications

Author: Sara Swenson

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

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

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

WHEREAS, the County Attorney's Office is not required by law to provide legal services to CDA or its Board of Commissioners, pursuant to Minn. Stat. § 388.05, the Dakota County Attorney's Office may provide legal services to CDA per an agreement between the two to provide legal service.

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

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

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney's Office to provide legal services to the CDA, as detailed herein, and for the CDA to secure such services from the County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2023 and shall continue in full force until December 31, 2024 unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to the CDA, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. The CDA shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the CDA to obtain legal services from the Dakota County Attorney's Office.
 - d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the CDA and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall notify the Dakota County Manager and the CDA Executive Director of the conflict and its effect on the Dakota County Attorney's Office's

representation of the CDA and the County and/or County departments. The Dakota County Manager and the CDA Executive Director, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards.

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

4. **Payment for Services.**

- a. Hourly Rate. Work will be billed at the applicable rate for each year of the contract term. 2023, at an hourly rate of \$216.00 for attorney time and \$48.00 for paralegal time; and in 2024, at an hourly rate of \$222.00 for attorney time and \$49.00 for paralegal time.
- b. Costs. The CDA shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the CDA under this Agreement.
- c. Billing. The Dakota County Attorney's Office shall invoice the CDA on a monthly basis for legal services provided to the CDA pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said invoices shall identify the persons providing legal services to the CDA and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Upon receipt of the itemized invoice, the CDA shall make payment to the Dakota County Attorney's Office within 35 calendar days.

5. **General Provisions.**

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

effective only if the Authorized Representative has received the Notice (“Receipt”). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

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

TO THE COUNTY ATTORNEY:

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

TO THE CDA:

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

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

invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to either party.

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

ELECTRONIC SIGNATURES

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

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

COUNTY OF DAKOTA

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

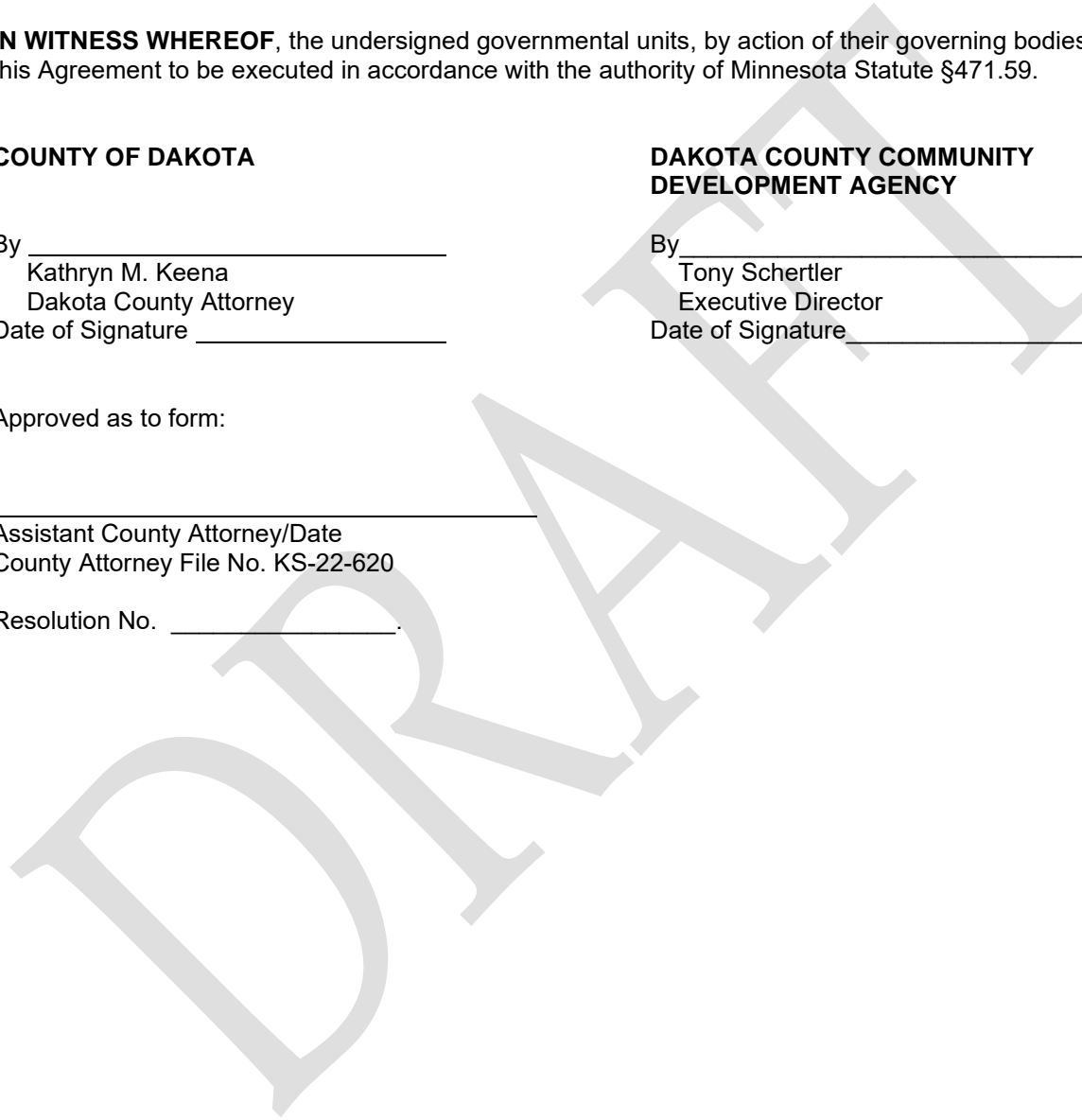
By _____
Kathryn M. Keena
Dakota County Attorney
Date of Signature _____

By _____
Tony Schertler
Executive Director
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No. KS-22-620

Resolution No. _____.





Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 6A

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular - Action

TITLE

Conduct Public Hearing To Receive Comments On The Disposition Of CDA Real Property As Part Of The Neighborhood Stabilization Program And Authorization To Enter Into Purchase And Development Agreements With Twin Cities Habitat For Humanity

PURPOSE/ACTION REQUESTED

- Conduct and close a public hearing regarding the disposition of vacant property.
- Authorize the Executive Director to enter into purchase and development agreements for the four lots located at 621 Elm Street, Farmington; 966 Gorman Avenue, West St. Paul; 1079 Humboldt Avenue, West St. Paul; and 1410 Evans Avenue, South St. Paul.

SUMMARY

The Dakota County CDA received a direct award from the U.S. Department of Housing and Urban Development (HUD) in 2009 for the Neighborhood Stabilization Program (NSP) with the purpose of stabilizing communities through the purchase and redevelopment of abandoned and foreclosed homes. With these funds, the CDA purchased 16 vacant, foreclosed homes, including 621 Elm Street, Farmington; 966 Gorman Avenue, West St. Paul; and 1410 Evans Avenue, South St. Paul. The CDA also received two NSP grants through the Minnesota Housing Finance Agency (MHFA), which funded the acquisition of another 12 foreclosed homes, including the property located at 1079 Humboldt Avenue in West St. Paul.

Costs incurred by the CDA to purchase and demolish the four aforementioned NSP properties were reimbursed with federal NSP funds. These four parcels have been part of the NSP land banked properties. Grant agreements with HUD and MHFA for the NSP funds require the land banked lots to be developed into new housing that is sold or rented to an income qualifying household.

The CDA purchased 621 Elm Street in Farmington for \$49,000 and it was demolished in December 2009. The CDA purchased 966 Gorman Avenue in West St. Paul for \$39,900 and it was demolished in July 2009. The CDA purchased 1079 Humboldt Avenue in West St. Paul for \$69,000 and it was demolished in October 2010. The CDA purchased 1410 Evans Avenue in South St. Paul for \$49,900 and it was demolished in March 2010.

The CDA proposes to sell the properties to Twin Cities Habitat for Humanity (Habitat) for \$1.00 each who will in turn construct a new home on the site and sell it to a low/moderate income qualifying homebuyer (50-80% Area Median Income). As part of the transaction, in addition to the land value the CDA will also provide approximately \$50,000 of NSP funds per home (\$200,000 total) to assist with the development value gap and/or homebuyer affordability gap. Additional HOME funds (estimated to be \$25,000/home) have been requested to assist with the one or two homes to be sold to

homeowners with incomes at or below 50% AMI. Habitat is a non-profit developer that will sell the completed home to income eligible homebuyers that meet all NSP requirements. The CDA has partnered with Habitat on 18 properties in the past. Attachments B, C, D and E provide more detail on the properties.

The CDA Acquisition and Disposition Policy (Policy) states CDA-owned property must be sold at fair market value, with some exceptions. Two such exceptions are: (1) the property is conveyed to a non-profit or for-profit developer of affordable housing; and (2) the property is sold to a low- or moderate-income purchaser. The Policy requires a public hearing to be held prior to the sale of the CDA-owned property. Attachment A is the affidavit of publication for the public hearing.

RECOMMENDATION

Staff recommends authorizing the Executive Director to enter into the purchase and development agreements with Habitat for the four properties.

EXPLANATION OF FISCAL/FTE IMPACTS

The CDA will provide the land value, approximately \$200,000 in NSP funds and approximately \$50,000 of HOME funds to assist with the affordability of the homes for a low/moderate income homebuyer and/or the development value gap.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA) purchased property at 621 Elm Street, Farmington; 966 Gorman Avenue, West St. Paul; and 1410 Evans Avenue, South St. Paul using federal Neighborhood Stabilization Program funding from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Dakota County CDA purchased property at 1079 Humboldt Avenue in West St. Paul using federal NSP funding from Minnesota Housing Finance Agency; and

WHEREAS, the Dakota County CDA intends to dispose of the four properties by conveying them to Twin Cities Habitat for Humanity as an eligible NSP Activity (Acquisition/Rehabilitation/ Reconstruction); and

WHEREAS, pursuant to the CDA Acquisition and Disposition Policy and Minnesota Statute 469.105, a public hearing must be held on the proposed terms of the sale of the property; and

WHEREAS, the CDA Board of Commissioners held a public hearing to consider the disposition of these properties by conveying the four properties to Twin Cities Habitat for Humanity, Inc. as eligible NSP Activities (Acquisition/Rehabilitation/Reconstruction); and

WHEREAS, the disposition of the properties meets certain provisions in the CDA Acquisition and Disposition Policy, including the sale of property at less than fair market value for affordable housing; and

WHEREAS, the CDA administers the NSP program and recommends awarding approximately \$200,000 of NSP funds and \$50,000 HOME funds to Twin Cities Habitat for Humanity to assist with costs related to development and/or affordability gaps for the four properties.

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

1. The Dakota County CDA hereby approves the disposition of property at 621 Elm Street, Farmington to Twin Cities Habitat for Humanity for one dollar (\$1.00).
2. The Dakota County CDA hereby approves the disposition of property at 966 Gorman Avenue, West St. Paul to Twin Cities Habitat for Humanity for one dollar (\$1.00).
3. The Dakota County CDA hereby approves the disposition of property at 1079 Humboldt Avenue, West St. Paul to Twin Cities Habitat for Humanity for one dollar (\$1.00).
4. The Dakota County CDA hereby approves the disposition of property at 1410 Evans Avenue, South St. Paul to Twin Cities Habitat for Humanity for one dollar (\$1.00).
5. The Dakota County CDA will provide NSP and HOME funding to the homes constructed for development value gap and/or homebuyer affordability gap.
6. Dakota County CDA staff are authorized to prepare, execute and deliver the corresponding purchase and development agreements between the Dakota County CDA and Twin Cities Habitat for Humanity.

PREVIOUS BOARD ACTION

22-6607; (11/15/2022)

ATTACHMENTS

- Attachment A. Affidavit of Publications
- Attachment B. 621 Elm Street, Farmington
- Attachment C. 966 Gorman Avenue, West St. Paul
- Attachment D. 1079 Humboldt Avenue, West St. Paul
- Attachment E. 1410 Evans Avenue, South St. Paul

BOARD GOALS

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

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

AFFIDAVIT OF PUBLICATION



**STATE OF MINNESOTA)
COUNTY OF HENNEPIN)**

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 11/18/2022	DAKOTA COUNTY COMMUNITY DEVELOPM	1000368678	441921

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$487.20**

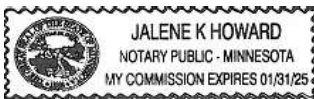
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the 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.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 11/18/2022

Jalene K. Howard



Notary Public

Attachment B – 621 Elm Street, Farmington



Original Structure
 Built: 1895
 Bedrooms: 3
 Baths: 1.5
 CDA acquired: September 2009
 Purchase price: \$49,900
 Demolished: December 2009
 Current status: Vacant
 2022 Assessed Value: \$56,400









FOUNDATION PLAN

FIRST FLOOR PLAN

 1954 UNIVERSITY AVE. W. ST. PAUL, MN 55104 OFFICE: 651-207-1700 FAX: 651-641-8641	SINGLE FAMILY DWELLING 621 ELM ST. FARMINGTON, MN 55024	BASEMENT AREA - 638s.f. Unfinished - 444s.f. Finished MAIN FLOOR AREA - 1131s.f. TOTAL FINISHED AREA - 1575s.f. GROSS AREA - 2213s.f.
	MODEL: 2TR4-2 W/DETACHED 2-STALL GARAGE	

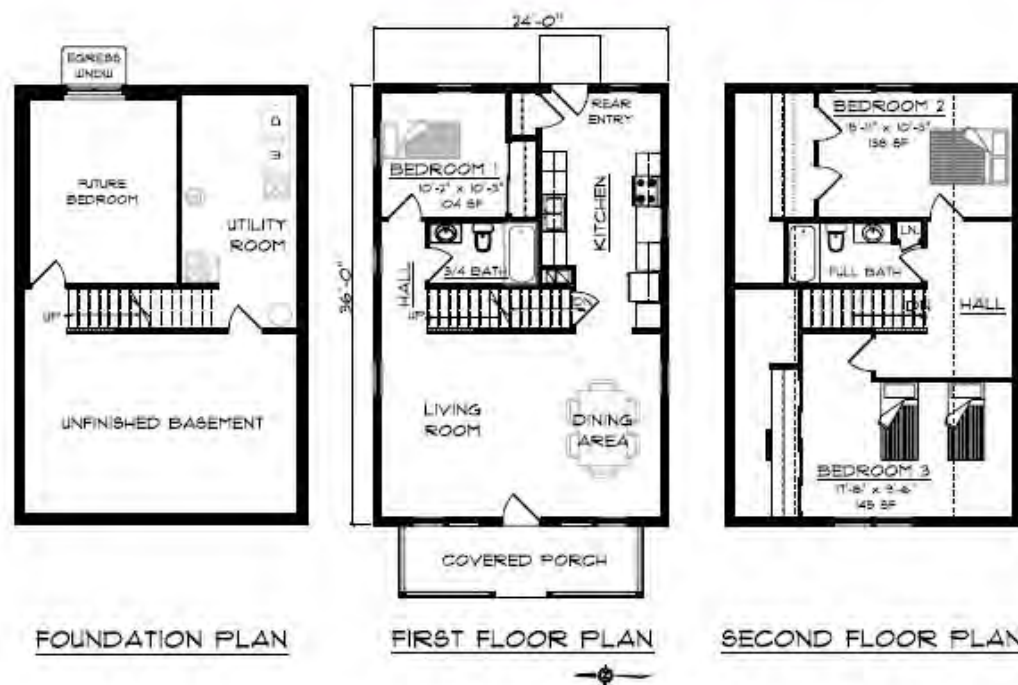
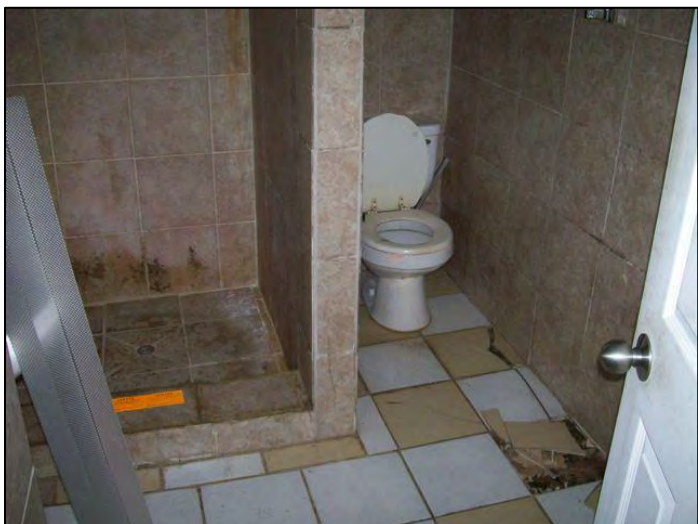
Attachment C – 966 Gorman Ave, West St. Paul



IMAGE MAY NOT REFLECT ACTUAL CONSTRUCTED HOUSE

Original Structure

Built: 1860
 Bedrooms: 3
 Baths: 1.5
 CDA acquired: February 2009
 Purchase price: \$39,900
 Demolished: July 2009
 Current status: Vacant
 2022 Assessed Value: \$63,400



1954 UNIVERSITY AVE. W.
 ST. PAUL, MN 55104
 OFFICE: 651-207-1700
 FAX: 651-641-8641

SINGLE FAMILY DWELLING
966 GORMAN AVE.
WEST ST. PAUL, MN 55118

MODEL: 18TS3-1.5

BASEMENT = 874 SF
MAIN FLOOR = 874 SF
SECOND FLOOR = 693 SF
TOTAL SQUARE FOOTAGE = 2,401 SF

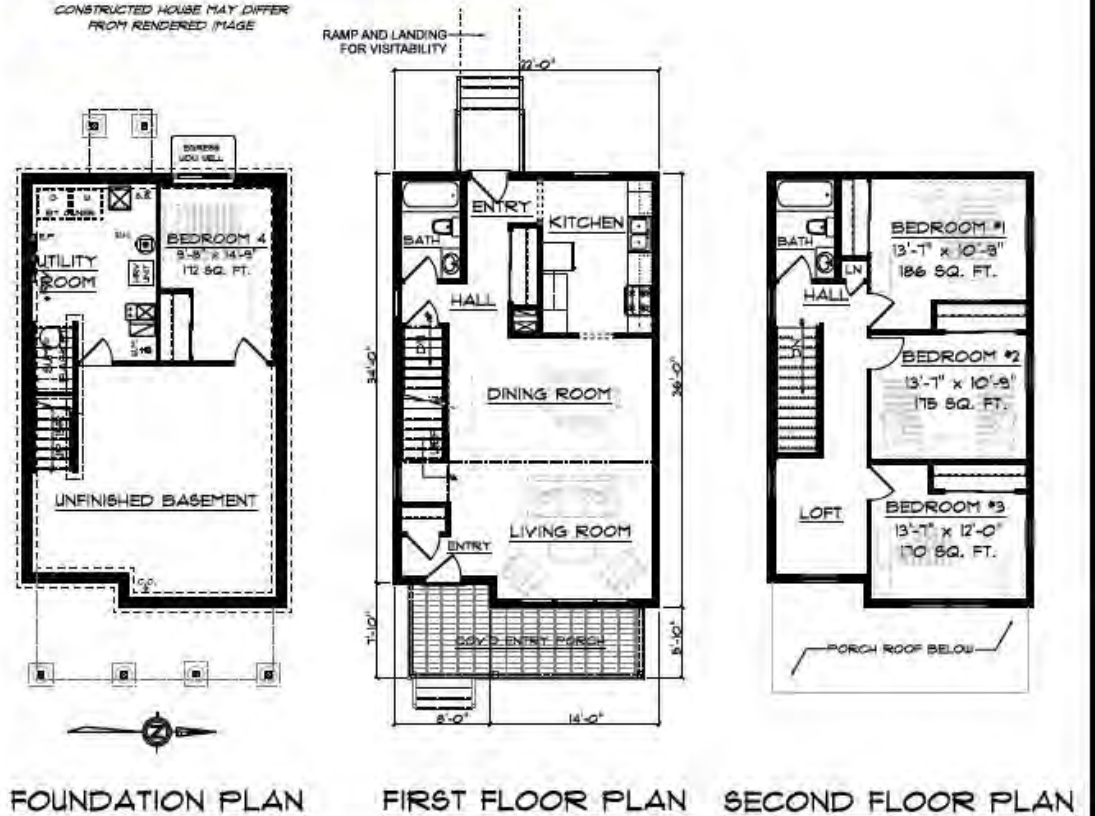
Attachment D –1079 Humboldt Ave, West St. Paul



CONSTRUCTED HOUSE MAY DIFFER FROM RENDERED IMAGE

Original Structure

Built: 1880
 Bedrooms: 3
 Baths: 2
 CDA acquired: September 2010
 Purchase price: \$69,000
 Demolished: October 2010
 Current status: Vacant
 2022 Assessed Value: \$63,400



1954 UNIVERSITY AVE. W.
 ST. PAUL, MN 55104
 OFFICE: 651-201-1100
 FAX: 651-641-8641

MODEL: 14TS4-2
 DETACHED 2-STALL GARAGE

BASEMENT - 613 SF UNFINISHED
 BASEMENT - 173 SF FINISHED
 FIRST FLOOR - 183 SF FINISHED
 SECOND FLOOR - 183 SF FINISHED
 TOTAL FINISHED AREA - 1,139 SF
 GROSS AREA - 3,252 SF
 DETACHED GARAGE - 441 SF

Attachment E – 1410 Evans, South St. Paul



Original Structure

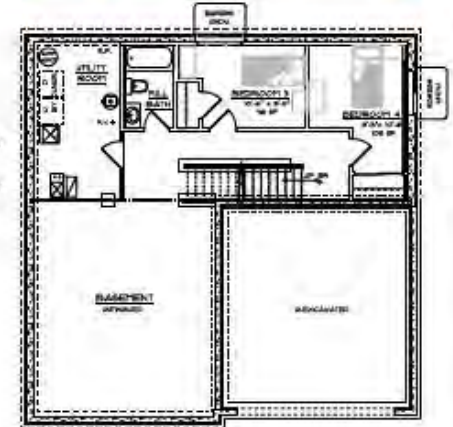
Built: 1915
 Bedrooms: 2
 Baths: 2
 CDA acquired: August 2009
 Purchase price: \$49,900
 Demolished: March 2010
 Current status: Vacant
 2022 Assessed Value: \$78,800



Note: Due to the larger lot size, Habitat may look into developing a model similar to this that has 5br, 2ba.



HOUSE RENDERING
 CONSTRUCTED HOUSE MAY DIFFER SLIGHTLY



FOUNDATION PLAN



FIRST FLOOR PLAN

Twin Cities Habitat for Humanity 1954 UNIVERSITY AVE. W. ST. PAUL, MN 55104 OFFICE: 651-201-1700 FAX: 651-641-8641	SINGLE FAMILY DWELLING 1410 EVANS AVE. S, ST. PAUL, MN 55075	BASEMENT - 1055 SF MAIN FLOOR - 1055 SF
	MODEL: 30R4-2 W/ ATTACHED 2-STALL GARAGE	TOTAL AREA = 2110 SF ATTACHED 2-STALL GARAGE - 435 SF



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 6B

DEPARTMENT: Housing Development

FILE TYPE: Regular - Action

TITLE

Authorization To Execute Purchase Agreement For Acquisition Of Property At 450 31st Street E And 3495 Red Wing Boulevard In Hastings And Approval Of Budget Amendments

PURPOSE/ACTION REQUESTED

- Authorize the Executive Director to enter into a purchase agreement for the property at 450 31st Street E and 3495 Red Wing Blvd in Hastings.
- Approve amendment to the FYE23 HDR – Land Banking budget for up to \$740,000 to pay for acquisition and related costs.

SUMMARY

The Dakota County Community Development Agency (CDA) has been negotiating the purchase of 450 31st Street E and 3495 Red Wing Blvd. in Hastings as a voluntary acquisition for a future townhome development. The two parcels combined equals approximately 6.36 acres. The seller and the CDA have agreed on a sale price of \$725,000 contingent upon an appraisal that supports the sale price.

To help finance the purchase, staff is proposing the acquisition and associated costs be financed with Levy funds that will be allocated to HDR – Land Banking. The CDA's fiscal year 2023 operating budget does not include budget authority to acquire the site. A budget amendment is requested.

RECOMMENDATION

Staff recommends acquiring property located at 450 31st Street E (PID #190030003021) and 3495 Red Wing Blvd (PID #190030003030) in Hastings (Section 3 Twn 114 Range 17 E 208.71 ft of W 417.42 ft of N 417.42 ft of NW ¼ of NE ¼ ex E 104.35 ft thereof and pt of W ½ of NE ¼ com 417.42 ft S of NW cor E 417.42 ft S to int with ext NE of SE line Outlot A Windy Acs SW on said line to E cor Outlot A NW on NE line of 267.2 ft to W line NE ¼ N to beg) with Levy funds allocated to HDR – Land Banking for a future townhome housing project in Hastings.

Staff also recommends authorizing the Executive Director to enter into purchase agreement for the property and approve the budget amendments.

EXPLANATION OF FISCAL/FTE IMPACTS

The budget amendments for FYE23 would add \$740,000 Levy funds to the HDR – Land Banking budget for land acquisition and related costs.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the property owner of 450 31st Street E and 3495 Red Wing Blvd. in Hastings has indicated an interest in selling their property to the Dakota County CDA; and

WHEREAS, the property is currently zoned R-3 Medium-High Density Residence; and

WHEREAS, the CDA is interested in developing the site with workforce family townhomes which is allowed under the current zoning designation.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to enter into a purchase agreement in an amount not to exceed \$725,000 for 450 31st Street E and 3495 Red Wing Blvd in Hastings; and

BE IT FURTHER RESOLVED, that the FYE23 operating budget is amended to include \$740,000 in Levy funds to HDR – Land Banking for land acquisition, taxes and incidental costs associated with the purchase of the property.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Map – 450 31st Street E and 3495 Red Wing Blvd, Hastings

BOARD GOALS

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Kari Gill, Deputy Executive Director

Author: Lori Zierden, Real Estate Specialist

Siewert Parcels in Hastings to be Acquired



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

Map Scale
 1 inch = 400 feet
 11/30/2022



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 6C

DEPARTMENT: Administration

FILE TYPE: Regular - Action

TITLE

Recognizing Commissioner Kathleen Gaylord For Outstanding Service And Leadership To The Dakota County Community Development Agency

PURPOSE/ACTION REQUESTED

Recognize Commissioner Kathleen Gaylord's service to the Dakota County Community Development Agency (CDA) Board of Commissioners.

SUMMARY

Commissioner Kathleen Gaylord has been a member of the CDA Board of Commissioners since 2010, serving as Secretary in 2010 and Vice Chair from 2011-2012. She has also be the appointed representative to the GREATER MSP Board on behalf of the CDA and Dakota County.

Her work, and support for the mission of the CDA during her time as a County and CDA Commissioner, and previously as Mayor of South St. Paul, has resulted in the creation and preservation of housing opportunities for thousands of Dakota County residents.

RECOMMENDATION

CDA staff wish to pay tribute to Commissioner Gaylord's commitment and support by presenting her with a plaque imprinted with the resolution recognizing outstanding service and leadership.

EXPLANATION OF FISCAL/FTE IMPACTS

N/A

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, Kathleen Gaylord has been a member of the Dakota County Community Development Agency Board of Commissioners since 2010; and

WHEREAS, Commissioner Gaylord has served as Secretary in 2010 and Vice Chair from 2011-2012; and

WHEREAS, prior to 2010, Commissioner Gaylord was the County Board liaison to the CDA Board; and

WHEREAS, Commissioner Gaylord has been the appointee to the GREATER MSP Board since the organization's inception; and

WHEREAS, Kathleen Gaylord has been instrumental in the growth and development of affordable housing and community development programs; and

WHEREAS, during her tenure on the Dakota County and CDA Boards, over 1,500 units of affordable housing serving homeless youth, individuals, families and seniors were developed by the Community Development Agency; and

WHEREAS, Kathleen Gaylord is greatly respected by CDA commissioners and staff; and

WHEREAS, Kathleen Gaylord has helped to improve the quality of life for Dakota County residents.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That Kathleen Gaylord is recognized and commended for her public service and dedication; and

BE IT FURTHER RESOLVED, that Kathleen Gaylord is presented this resolution of commendation in grateful appreciation for her contributions to the citizens and communities of Dakota County.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

None.

BOARD GOALS

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Tony Schertler, Executive Director

Author: Sara Swenson



Board of Commissioners

Request for Board Action

Meeting Date: December 13, 2022

Agenda #: 6F

DEPARTMENT: Administration

FILE TYPE: Regular - Action

TITLE

Closed Executive Session: Executive Director Annual Performance Evaluation

PURPOSE/ACTION REQUESTED

Hold a closed executive session.

SUMMARY

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

RECOMMENDATION

The Executive Director recommends and agrees that a closed executive session should be held during the CDA Board meeting on December 13, 2022 to conduct his annual performance evaluation.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

None Current budget Other Amendment Requested New FTE(s) requested

RESOLUTION

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

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

NOW, THEREFORE BE IT RESOLVED That the Dakota County Community Development Agency Board of Commissioners hereby closes the CDA Board meeting on December 13, 2022 to discuss the performance of the Executive Director.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

N/A

BOARD GOALS

- Focused Housing Programs
- Development/Redevelopment
- Collaboration
- Financial Sustainability
- Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Tony Schertler, Executive Director

Author: Sara Swenson