

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: June 17, 2024

For the Metropolitan Council: June 26, 2024

Business Item: 2024-140

Vermillion River Greenway Regional Trail (Hastings), Park Acquisition Opportunity Fund Award (Dakota County Community Development Agency), Dakota County

District(s), Member(s):	District H, Amanda Duerr District 12, Susan Vento
Policy/Legal Reference:	Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2040 <i>Regional Parks Policy Plan</i> , Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7. FM 15-2 Grant/Loan Approval Policy, FM 14-2 Expenditures for the Procurement of Goods and Services Policy.
Staff Prepared/Presented:	Jessica Lee, Senior Planner, 651-602-1621
Division/Department:	Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$112,973 from the Park Acquisition Opportunity Fund to Dakota County to acquire a 5-acre parcel located at 160th Street East and Pleasant Avenue in Hastings, MN, for the Vermillion River Greenway Regional Trail (Hastings).
2. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Regional Park Implementing Agency and Project Request

Dakota County requested a Park Acquisition Opportunity Fund (PAOF) grant on April 24, 2024, to fund the acquisition of a 5.02-acre parcel for the Vermillion River Greenway Regional Trail. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

The Vermillion River Greenway Regional Trail (Hastings) travels five miles from the Mississippi River Greenway Regional Trail through Hastings. The trail links destinations including Vermillion Falls Park, downtown Hastings, the Mississippi River Greenway Regional Trail, and the Port Douglas Regional Trail (see Exhibit 1, Figures 2, 3, and 4). The Dakota County Community Development Agency property is the next crucial piece of land needed to continue developing the remaining mile or so of the regional trail in Hastings (see Exhibit 1, Figure 3).

Subject Property

The subject 5.02-acre property is within the Council-approved boundary of Vermillion River

Greenway Regional Trail (Hastings). About 70% of the property is tilled land that will be restored to its natural state. The other 30% of the property contains woodlands and wetlands along the Vermillion River.

Park Acquisition Opportunity Fund (PAOF)

The Council’s Park Acquisition Opportunity Fund (PAOF) Program provides funding to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes by matching every \$3 in state funds with \$2 in Council funds. The \$3 to \$2 match is required at the program level, not the individual project level.

State and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match.

Project Budget

The appraised value of the subject property is \$138,000, and the Seller has agreed to that amount. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, and appraisal is \$150,631 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$138,000
Appraisal, legal fees, taxes, closing costs	\$10,472
Environmental assessment	\$2,159
Total Costs	\$150,631
Grant structure	
Grant amount	\$112,973
Local match	\$37,658

Acquisition Details

This is a straightforward fee title acquisition. The Vermillion River Greenway long-range plan identified the subject location as a preferred alignment for the greenway. Since the property could provide additional public benefits for transportation and residential development, the County worked with the Community Development Agency (CDA) to acquire the property. The CDA has redevelopment authority powers which allow it to acquire property for future residential development and then sell non-development portions of the property. The County is interested in acquiring the north part of the parcel along the Vermillion River to protect the river and develop the greenway corridor.

Rationale

Council staff conduct the review of each PAOF request on a first-come-first-served basis under the following standards:

- the proposed acquisition complies with state statute and Council policy
- all necessary documentation for the acquisition is in place
- the appraisal is reasonable and appropriate

This acquisition is consistent with:

- The Parks and Trails Legacy Fund
- The *2040 Regional Parks Policy Plan*
 - Planning Policy Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved long-range plan. The Council approved the Vermillion River Greenway Regional Trail long-range



plan (Hastings) in 2020 ([Business Item 2020-88](#)). The proposed acquisition is within the boundaries of the approved long-range plan.

- Siting and Acquisition Strategy 1 prioritizes the acquisition of lands with natural resource features, access to water, and/or restoration potential for the Regional Parks System. The subject property is necessary to complete the Vermillion River Greenway Regional Trail and contains wetlands and woodlands along the Vermillion River.
- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matching every \$3 in state funds with \$2 in Council bonds.

Thrive Lens Analysis

This request is consistent with *Thrive MSP 2040's* Livability and Stewardship outcomes. The Council's investment in the Vermillion River Greenway Regional Trail will provide additional access to nature and the outdoors and enhance quality of life.

Funding

The Council will fund the 75% share with Parks and Trails Legacy Fund and Council funds. The PAOF program has available funds in the Council's Authorized Capital Program.

Dakota County will provide a local match of \$37,658.

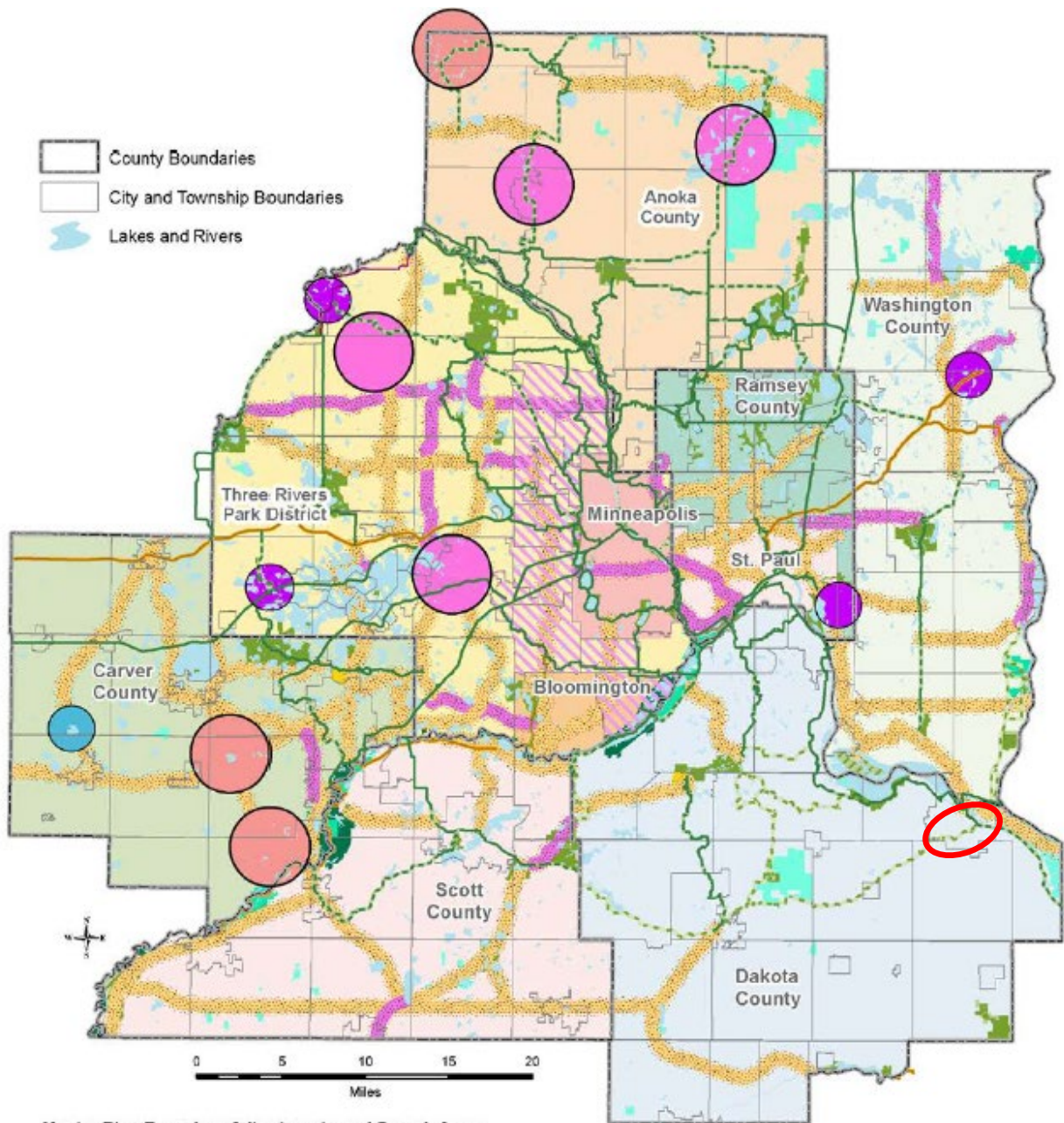
Exhibit List

- Exhibit 1: Images
- Exhibit 2: Grant request letter
- Exhibit 3: Grant application
- Exhibit 4: Appraisal excerpt
- Exhibit 5: Board approval to purchase property
- Exhibit 6: Purchase agreement



Exhibit 1 – Images

Figure 1. Map of the Regional Parks System and the Vermillion River Greenway Regional Trail- Hastings (circled in red)



Master Plan Boundary Adjustments and Search Areas

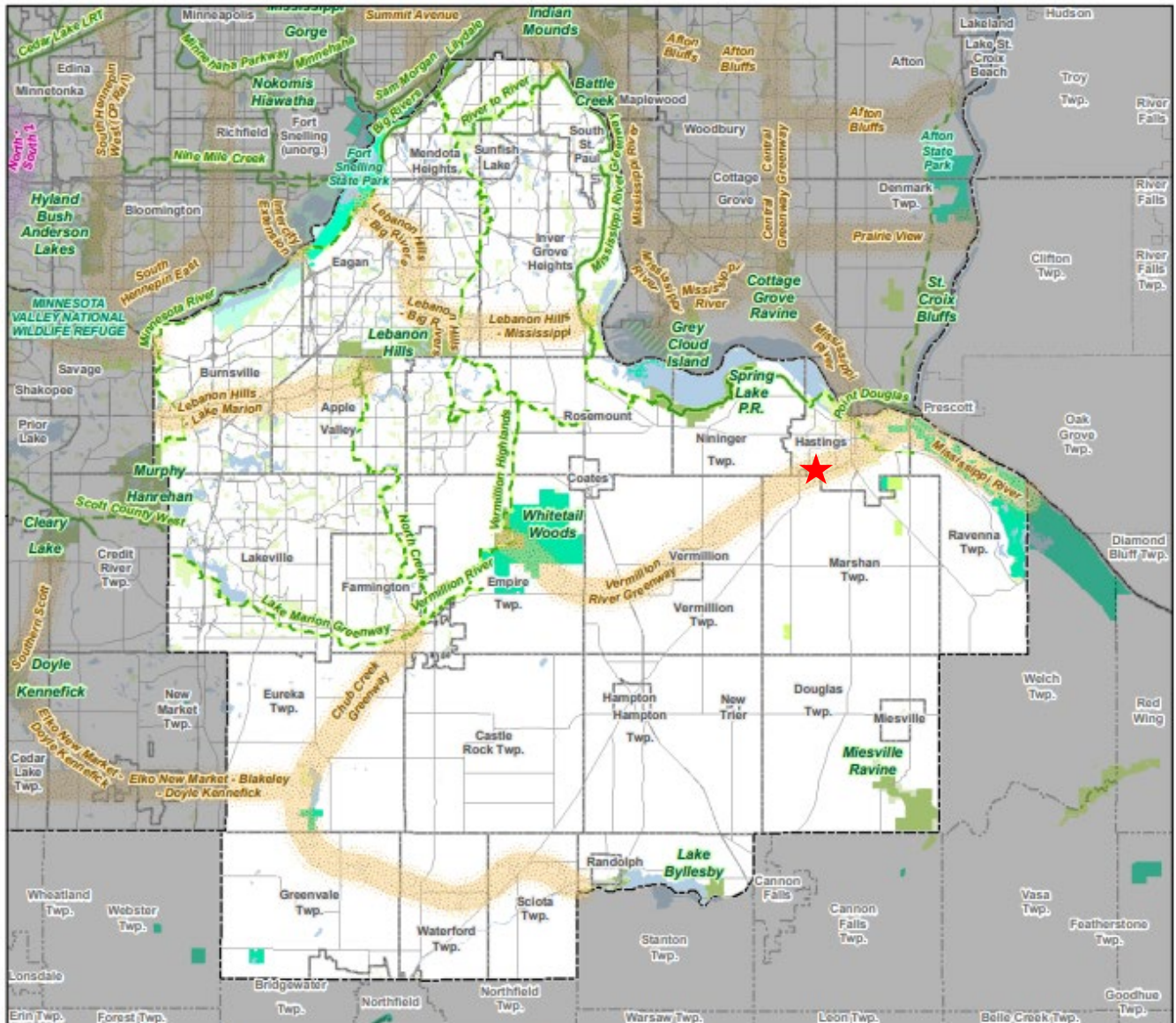
- | | |
|---|---|
| Existing: | 2020 Amendment: |
| Boundary Adjustment | Boundary Adjustment |
| Park Search Area | Park Search Area |
| | First-Ring City Bridging Facility Search Area |
| 2020 Amendment Regional Trail Search Corridor | |
| Regional Trail Search Corridors | |

- Regional Trails (Open to the Public)
- Regional Trails (Not Open to the Public)
- State Trails
- Regional Trail Planned (Not Open to Public)
- Regional Parks (Open to the Public)
- Regional Parks (Not Open to the Public)
- Planned Parks (Not Open to the Public)
- State Wildlife Management Areas
- State Parks
- MN Valley National Wildlife Refuge
- Minnesota Valley State Trail and Recreation Area
- Special State Recreation Features



Figure 2. Map of Dakota County and the Regional Parks and Trails System with the approximate subject property location starred.

Regional Parks System Dakota County



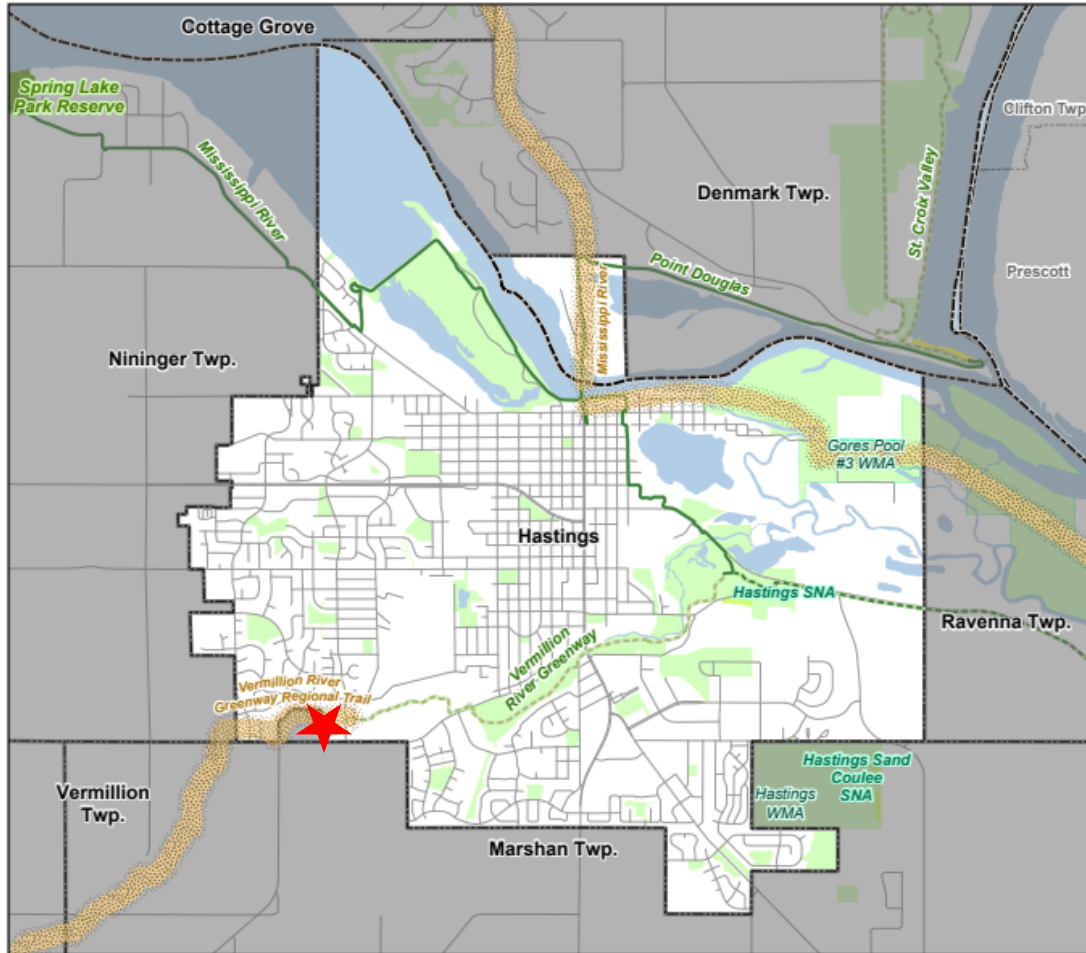
- | | | |
|---|---|--|
| <p>Regional Parks</p> <ul style="list-style-type: none"> Existing In Master Plan Planned Parks and Reserves <p>Regional Trails</p> <ul style="list-style-type: none"> Existing Regional Trails Planned Regional Trails Regional Trail Corridor Land | <p>Regional Park Search Areas and Regional Trail Search Corridors</p> <ul style="list-style-type: none"> Boundary Adjustments Search Areas Regional Trail Search Corridors Regional Trails - 2040 System Additions | <ul style="list-style-type: none"> Minnesota Valley National Wildlife Refuge State Parks State Wildlife Management Areas (Publicly Accessible) Scientific and Natural Areas (SNA) Other Parks and Preserves Existing State Trails Street Centerlines (NCompass) Lakes and Major Rivers |
|---|---|--|

Figure 3. Concept map of Hastings showing the Vermillion River Greenway Regional Trail with the approximate subject property location starred.



Figure 4. Map of Hastings showing the Vermillion River Greenway Regional Trail with the approximate subject property location starred.

Regional Parks System City of Hastings, Dakota County



Regional Parks

- Existing (Open to Public)
- In Master Plan (Not Open to Public)
- Planned Parks and Reserves

Regional Trails

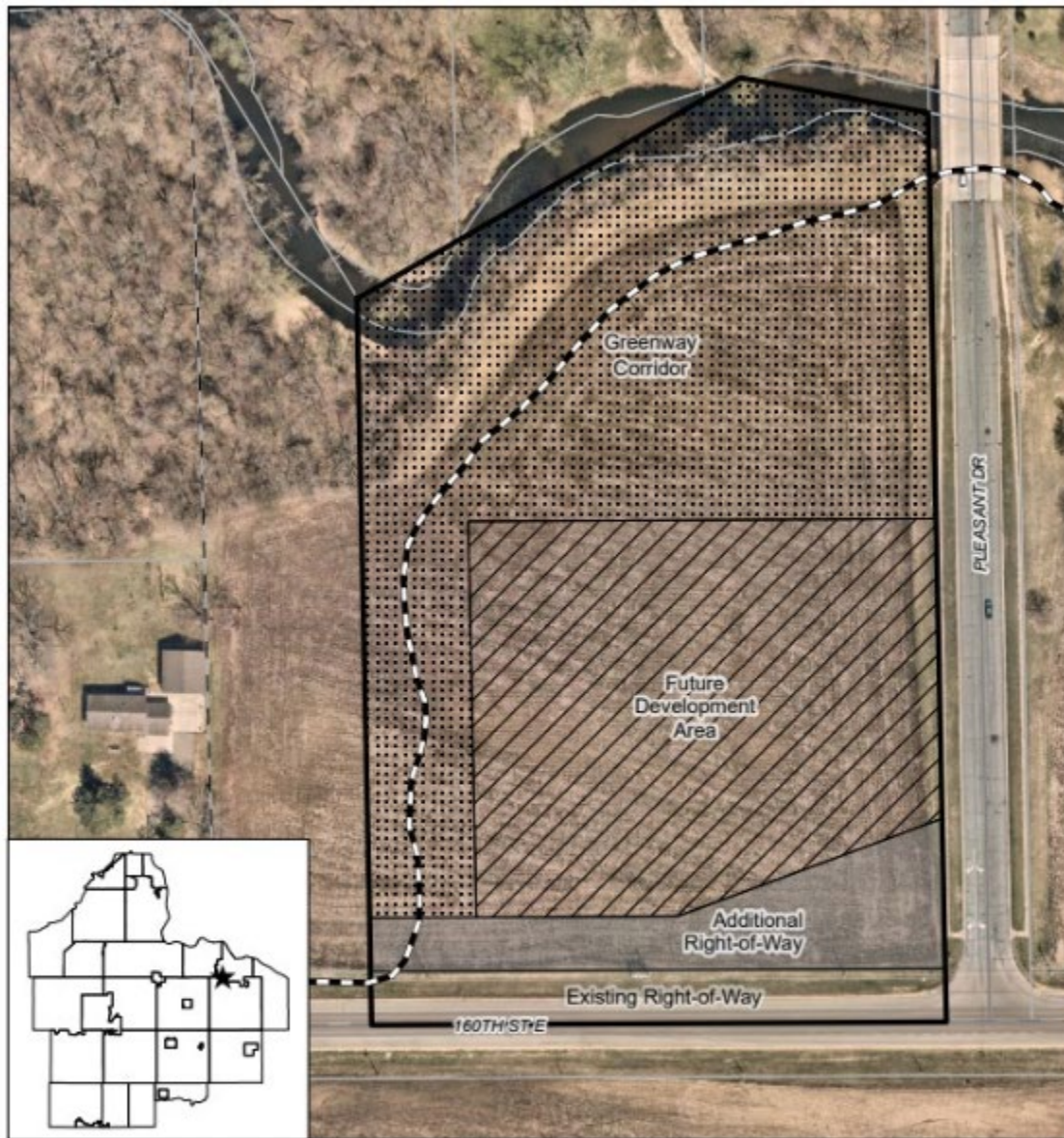
- Existing (Open to Public)
- Existing (Not Open to Public)
- Planned
- Regional Trail Corridor Land

Regional Park Search Areas and Regional Trail Search Corridors

- Boundary Adjustments
- Search Areas
- Regional Trail Search Corridors
- First-Ring City Bridging Facility Search Area

- State Parks
- State Wildlife Management Areas (Publicly Accessible)
- Scientific and Natural Areas (SNA)
- Special State Recreation Features
- Other Parks, Preserves, Refuges and Natural Areas
- Minnesota Valley National Wildlife Refuge
- MN Valley National Wildlife Refuge
- Minnesota Valley State Trail and Recreation Area
- Road Centerlines

Figure 5. Aerial photo of the subject property.



 Dakota County CDA Property

 Greenway Corridor (5.02 ac.)

 Future Development Area

 Additional ROW

 Future Greenway Trail

N

1:1,500



Exhibit 2: Grant request letter



April 24, 2024

Emmett Mullen
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

Dear Emmett:

Dakota County requests Metropolitan Council consideration authorizing a \$112,973 Parks Acquisition Opportunity Fund grant to acquire a portion of property owned by the Dakota County Community Development Agency (CDA) for a section of the Vermillion River – Hastings Regional Greenway.

The Dakota County Board (County Board) of Commissioners adopted the Vermillion River - Hastings Greenway (Greenway) Master Plan (Plan) on October 29, 2019. The Plan identified a portion of a 9.97-acre property located in the northwest quadrant of the intersection of Pleasant Avenue and County Highway 46 (Property) in the City of Hastings as a preferred alignment for the greenway trail. Since the Property could also provide additional public benefits, including a future residential development area and additional right of way for transportation improvements, the County began working with the CDA to have the CDA acquire the Property. The CDA is a public corporate and politic and political subdivision of the State having housing and redevelopment authority powers which allows it to acquire property for future residential development and sell non-development portions of acquired property.

The County, in coordination with the CDA, appraised, reviewed and accepted an independent appraised value of \$402,000, with individual value allocations for the development area, right of way and the 5.02-acre greenway corridor. The CDA then used the appraisal to successfully negotiate with the former Property owner and acquired the Property for the slightly lower \$395,000 listing price on August 18, 2023. The appraised value for the greenway corridor was \$138,000. Subsequently, the CDA learned that there were pending road assessments totaling \$6,750 which the County and CDA agreed to evenly split.

The Dakota County Board of Commissioners authorized acquisition of a portion of the CDA property and submission of an AOF grant request at its March 26, 2024, meeting. The PAOF grant is based on the following expenses:

Expense	Amount
Purchase Price	\$138,000.00
Street Assessments	\$3,375.00
Estimated Title Insurance Premium (\$138,000 x \$2.30 per \$1,000 value)	\$317.40
Estimated Warranty Deed and Conservation Fee	\$460.33
Estimated additional Closing Costs (exam fee, title evidence, inspection fee, special assess search, tax search, name search, and closing fee)	\$1,090.00
Appraisal	\$3,200.00
Phase I Environmental Assessment	\$2,159.30
PILT (1.8 x \$2,060 x 50% of City Property Tax)	\$1,854.00
Pro-rated Property Taxes (\$2,060 x 50% x 2/12)	\$175.10
Total	\$150,631.13
	75 percent of total
	\$112,973.00
	25 percent of total
	\$37,658

Thank you for considering this request.

Sincerely,



Nicki Geisler, Parks Director



Al Singer, Real Estate Manager

C: Taud Hoopingarner, Parks, Facilities and Fleet Director
Tara Zgoda, PD Administration

Exhibit 3: Grant application**Application****18956 - FY2024 Park Acquisition Opportunity Fund Program - Final Application**

21201 - Vermillion River Greenway - CDA Property
Parks Grants Acquisition

Status: Under Review

Submitted Date: 04/26/2024 9:52 AM

Submitted By: Lisa Mary West

Applicant Information**Primary Contact:**

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:* He/him/his Pronouns Tony First Name Middle Name Wotzka Last Name
Title:* Senior Project Manager
Department: Dakota County Transportation Department
Email:* tony.wotzka@co.dakota.mn.us
Address:* 14955 Galaxie Ave

* Apple Valley City Minnesota State/Province 55124 Postal Code/Zip
Phone:* 952-891-7966 Phone Ext.

Fax:

What Grant Programs are you most interested in?* Regional Solicitation - Roadways Including Multimodal Elements

Authorized Official

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:* Lisa First Name Middle Name Mary Middle Name West Last Name
Title:* Senior Project Manager
Department: Dakota County Environmental Resources
Email:* lisa.west@co.dakota.mn.us
Address:* 14955 Galaxie Avenue

* Apple Valley City Minnesota State/Province 55124 Postal Code/Zip
Phone:* 952-891-7018 Phone Ext.

Fax: 952-891-7031
 What Grant Programs are you most interested in?* Parks Grants Acquisition

Organization Information

Name:* DAKOTA COUNTY
 Jurisdictional Agency (if different):
 Organization Type: County Government
 Organization Website:
 Address:* PARKS
 14955 GALAXIE AVE

* APPLE VALLEY Minnesota 55124
 City State/Province Postal Code/Zip

County:* Dakota

Phone:* 952-891-7991

Ext.

Fax:

PeopleSoft Vendor Number 0000026855A13

Project description

PAOF grants are limited to a single park or trail. Do not mix properties from more than one park or trail on a single request.

Park or trail name Vermillion River Greenway Regional Trail

Master plan

An acquisition request will not be considered complete until the property is included in a Council-approved master plan.

Is the project consistent with a Council-approved master plan? Yes

If yes, name of master plan and date of Council approval Vermillion River Greenway Master Plan - Hastings 03/25/2020

Name of master plan

Council approval date - Format: mmddyyyy (Do not enter any punctuation.)

If no, has a master plan amendment been submitted to the Council for review and approval?

Acquisition method

Acquisition method Fee title

If the acquisition method is anything other than routine, provide more detail.

This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition **project**.

Does this acquisition involve eminent domain? No

Eminent domain

If eminent domain is being used:

(1) you must upload a copy of the notice your Agency provided to the Council that the petition to the Court was filed.

(2) Include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

When was the Council notified of your intention to use eminent domain?

Date the petition was filed.

Settlement date

Public domain

Note that ENRTF funding cannot be used for acquisitions of property already in the public domain unless a minimum of 12 LCCMR commissioners approve the transaction. If this is a public domain acquisition and if you propose using ENRTF, be sure your closing schedule accommodates planning to be included on a future LCCMR agenda.

Is any portion of the property currently in the public domain? Yes

If yes, describe/name the entity and the portion of the property it owns, as well as why this public-to-public transfer is necessary.

The property is owned by the Dakota County Community Development Agency (CDA), a public body and political subdivision of the State, with housing and redevelopment authority. The CDA is allowed to acquire property for future residential development and sell non-development portions.

Closing date

*The Council will process all acquisition requests expeditiously, but we do not guarantee that the approval process will be completed to meet your requested closing date. This date will be considered an **estimate** only. However, the acquisition must be completed during the standard one-year grant term unless prior approval is obtained from the Council or the grant term is amended.*

Estimated closing date 10/31/2024
Format: mmddyyyy (Do not enter any punctuation.)

Type of agreement Purchase Agreement
i.e., purchase agreement, offer letter, etc.

Date agreement expires 10/31/2024
Format: mmddyyyy (Do not enter any punctuation.)

Relocation costs

Payment of relocation costs is required by both state and federal law, unless the seller waives those rights. Please consult with Agency attorneys to determine applicability for this acquisition. If the seller has waived relocation rights, you must upload an executed copy of the waiver.

Does the requested grant amount include relocation costs? No

Appraisal

*The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal **MUST** list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."*

Appraisal effective date 04/02/2023

Appraised value \$138,000.00

Amount being offered the seller (net of closing and other costs) \$138,000.00 100.0%
% of appraised value

Who performed the appraisal? Nagell Appraisal Inc.

Who contracted for the appraisal (i.e., was it done at arms' length)? Dakota County Community Development Agency

Survey

Was a survey done? Yes

Quality of natural resources - is the property...

...undeveloped? Yes
Fully Partially

...wooded? Yes
Fully Partially

...shoreline? Yes
Fully Partially

Describe the existing natural resources it contains

About 72% of the partical is tilled land, with smaller segments of grass, woodland and wetland areas along the Vermillion River.

Known opposition

Is the Agency aware of any opposition to this acquisition? No

If yes, explain:

Encumbrances

To your knowledge, are there any current or anticipated assessments or liens on property? Yes

If yes, describe.

Street assessments.

Are there easements or other encumbrances on any part of the property? Yes

If yes, describe

Utility easement - a confined corridor is being recorded.

Clear title

To your knowledge, does the current owner have clear title to the property? No

If not, what must be done to clear the title, and when will that be completed?

An unconfined utility easement is in the process of being recorded.

Suggested funding source

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metro council.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf

The Council will review your project specifics and work with you to determine the optimal funding source(s).

Anticipated funding source PTLF Legacy / Council match
Select as many as apply

Funding source comments, if desired

Structures currently on the property

Does the property contain ANY structures? No

If yes, are there any habitable structures? No

Does the property currently contain any revenue-generating businesses? No

If yes, what is the plan for the structure(s)?

If there are habitable structures, could they be relocated? If yes, how? If no, why not?

If the property contains habitable structures or revenue-generating businesses, describe:

For ENRTF funding only

If this will use ENRTF funding, LCCMR rules require that you describe the selection process used to identify these proposed parcels.

NOTICE: ENRTF funding has specific requirements for disseminating information to the public when property is purchase through the Trust Fund. It is the agency's responsibility to meet those requirements and to provide documentation to the Council BEFORE payment will be made.

Stewardship and minimal access

Describe the stewardship plan.

Dakota County will be responsible for ongoing management.

How will the stewardship implementation be funded?

County Park Operations funding.

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? No

If yes, how will those funds be used?

Site Description

Land Use History

Current land uses Agricultural
Select as many as apply

Previous land uses Agricultural
Select as many as apply

Adjacent land uses Agricultural
Select as many as apply

Inspection

Does the property contain any of the following? Power and/or utility lines
Select as many as apply

Sellers and parcels

Seller name	Parcel address	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
Dakota County Community Development Agency	160th St. E. & Pleasant Ave., Hastings, MN 55033	19-03200-82-011 (portion - new PID forthcoming)	5.02	04/19/2024	No	41B	Hastings	Dakota			44.717907	-92.881757
			5.02									

Local match

Source of local match

Dakota County

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Georg T. Fischer	Physical Development Division Director	

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$138,000.00	\$62,100.00	\$41,400.00	\$34,500.00
Appraisal expenses				
Appraisal	\$3,200.00	\$1,440.00	\$960.00	\$800.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,159.00	\$971.00	\$648.00	\$540.00
Phase II environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Environmental contamination remediation	\$0.00	\$0.00	\$0.00	\$0.00
Holding expenses				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$0.00	\$0.00	\$0.00	\$0.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$175.00	\$79.00	\$52.00	\$44.00
Legal services and closing costs	\$1,090.00	\$491.00	\$327.00	\$272.00
Property tax equivalency payment-473.341	\$1,854.00	\$834.00	\$556.00	\$464.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$460.00	\$207.00	\$138.00	\$115.00
Title insurance	\$318.00	\$143.00	\$96.00	\$79.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$3,375.00	\$1,519.00	\$1,012.00	\$844.00
Totals	\$150,631.00	\$67,784.00	\$45,189.00	\$37,658.00

Total Estimated Acquisition Costs

Totals	Total acquisition cost	Total paid with state funds	Total paid with metro funds	Total paid by agency	Total grant amount
Total Estimated Acquisition Cost (calculated after costs above are entered)	\$150,631.00	\$67,784.00	\$45,189.00	\$37,658.00	\$112,973.00

Required Attachments - Acquisition

Attachment	Description	File Name	Type	File Size
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SUMMARY OF IMPORTANT FACTS & CONCLUSIONS



General Description:	Land
Appraisal Report:	Appraisal Report
Current Use:	Vacant Land
Extraordinary Assumptions:	None
Hypothetical Assumptions:	None
Total Site Area:	9.97 acres (434,438 SF), per county – gross site area
County Easement Acquisition:	None, fee title acquisition only.
City Fee Title Acquisition:	9.97 acres
Building Improvements:	None, the site is vacant land
Building Rights:	The upland appears to be developable at this time
Zoning:	A, Agriculture, portion of site is in Floodway
Guided Land Use:	Medium Density Residential
Highest and Best Use:	Develop with a residential use (single-lot)
Property Rights Appraised:	Fee Simple
Business Value / FF&E:	No business value or FF&E included
Scenario:	As-Is
Market Value:	\$402,000

DNR APPRAISAL SUMMARY

NA-00598-04

APPRAISAL SUMMARY

Project County acquisition	Acquisition No. n/a	Project No. n/a	Parcel WRB, LLC	County Dakota
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APPRAISER: Erin Waytas, MAI William R. Waytas Telephone No. 952-544-8966		OWNER: WRB, LLC Telephone No. Not available		
County Property Tax I.D. Number 19-03200-82-011	Section 32	Township 115	Range 17	
Zoning A, Agricultural	Township/Municipality Hastings	Population 21,925	School District Hastings Public Schools ISD 200	
Real Estate Taxes - Current Year \$606	Delinquent Amount \$0	Special Assessments \$0	Assessment Balance \$0	

Road Frontage: The subject only has public ROW frontage along the southern and eastern sides of the site.

Water Frontage: Vermillion River along the northern edge of the property

Recreational Quality of Water Frontage: Vermillion River, limited recreational use (fishing, swimming, or boating)

Public Hazards: Not noted, appraiser not an expert

Total contiguous ownership consists of 9.97 acres (gross site area).

Proposed ACQUISITION consists of 9.97 acres (gross site area).

9.97 acres of total site area at \$40,321 per acre \$402,000 rounded

Allocated ROW:	0.87 acres value \$53,000
Allocated Future Development Area:	3.46 acres value \$211,000
Allocated Greenway Corridor:	2.15 acres value \$62,000
Allocated Natural Easement:	2.87 acres value \$76,000

Total Acres _____ Sub Total: \$402,000

Utility Value of Improvements: \$0

Severance Damages \$0

Marketing Time Estimate 12 months +/-

TOTAL: \$402,000

Appraiser's Signature  , License #40368620	Date 06-16-2023
Appraiser's Signature  , License #4000813	Date 06-16-2023

Exhibit 5: Board approval

**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

March 26, 2024

Resolution No. 24-151

Motion by Commissioner Halverson

Second by Commissioner Hamann-Roland

**Authorization To Enter Into Purchase Agreement And Joint Powers Agreement With Dakota County
Community Development Agency To Acquire And Manage Property In City Of Hastings**

WHEREAS, by Resolution No. 19-767 (October 29, 2019), the Dakota County Board of Commissioners approved the Vermillion River Hastings Greenway (Greenway) Master Plan; and

WHEREAS, the Greenway Master Plan includes a section of the Vermillion River between State Highway 61 and General Sieben Drive in the City of Hastings (City); and

WHEREAS, by Resolution No. 20-568 (November 17, 2022), the Dakota County Board of Commissioners approved the Land Conservation Plan for Dakota County (Plan); and

WHEREAS, the Plan includes the Vermillion River as one of 24 Conservation Focus Areas; and

WHEREAS, in 2021, the County Board approved the 2022–2026 Transportation Capital Improvement Program (CIP) budget, which included acquisition of right of way (ROW) and improvements at the intersection of Pleasant Avenue and County Highway 46 as County Project (CP) 46-50; and

WHEREAS, County staff identified a 9.97-acre property for sale located on the northwest quadrant of the intersection of Pleasant Avenue and County Highway 46 (Property) as having multiple County benefits, including a 5.02-acre Greenway Corridor that includes 600 feet of the Vermillion River, a segment of the future Greenway trail, facilitates a tunnel beneath Pleasant Avenue, and acquiring additional ROW for planned transportation improvements adjacent to Pleasant Avenue and County Highway 46 as CP 46-50 included in the approved 2024–28 Transportation Capital Improvement Program (CIP) budget; and

WHEREAS, the Dakota County Community Development Agency (CDA) is a public corporate and politic and political subdivision of the State having housing and redevelopment authority powers which allows it to acquire property for future residential development and sell non-development portions of acquired property; and

WHEREAS, County staff contacted the CDA to discuss their potential interest in acquiring the Property for future residential development and selling non-development portions of the Property to the County; and

WHEREAS, the CDA was interested in cooperating with the County and willing to acquire the Property for future residential development and supportive of selling portions of the Property for a new Greenway Corridor and additional ROW to the County; and

**STATE OF MINNESOTA
County of Dakota**

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Atkins	<u> X </u>	Atkins	_____
Halverson	<u> X </u>	Halverson	_____
Droste	<u> X </u>	Droste	_____
Workman	<u> Absent </u>	Workman	_____
Holberg	<u> X </u>	Holberg	_____
Hamann-Roland	<u> X </u>	Hamann-Roland	_____

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 26th day of March 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 26th day of March 2024.



Clerk to the Board

WHEREAS, the County, in coordination with the CDA, appraised and negotiated the purchase price of the Property with the former Property owner; and

WHEREAS, the CDA acquired the Property for \$395,000 on August 18, 2023, for slightly less than the appraised value and is willing to sell 5.02 acres of the Property to the County for a Greenway Corridor at the \$138,000 appraised value and sell 0.87 acres of the Property for additional ROW at the \$53,000 appraised value; and

WHEREAS, the estimated closing costs are \$2,000; and

WHEREAS, the CDA has been working with the City to re-plat the property to facilitate County and CDA ownership of different portions of the Property; and

WHEREAS, the County and the CDA have agreed to evenly split the recently certified city road assessments totaling \$6,750 for an additional County cost of \$3,375; and

WHEREAS, a purchase agreement with the CDA is required for the County to acquire portions of the Property for the Greenway Corridor and existing and additional ROW from the CDA; and

WHEREAS, a joint powers agreement with the CDA is required for the County to restore and manage the CDA-retained portion of the Property until that portion of the Property is developed or sold for development; and

WHEREAS, the Metropolitan Council (MC) staff has determined that the Greenway Corridor is eligible for 75 percent Acquisition Opportunity Fund (AOF) grant funding; and

WHEREAS, the 2024 Parks CIP budget includes adequate fund balance for the 25 percent County match required by the MC AOF program and to pay for the restoration expenses; and

WHEREAS, the 2024 Transportation CIP budget includes adequate fund balance for acquiring the ROW; and

WHEREAS, partial acquisition funding provided by the MC requires that the County Board Chair execute and the County record an Agreement and Restrictive Covenant on the property being acquired by the County for regional greenway purposes; and

WHEREAS, the final acquisition costs of the CDA property will be determined after the settlement statement is finalized and all associated acquisition expenses have been invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the expenditure of up \$196,375 to acquire 5.02 acres for a Greenway Corridor which will include a future segment of the Vermillion River Hastings Greenway; to acquire existing right of way; and 0.87 acres of additional right of way necessary for future transportation improvements to County Road 46 and Pleasant Avenue in the City of Hastings; and to pay for recently certified road assessments; and

BE IT FURTHER RESOLVED, That the County Board of Commissioners authorize the Physical Development Director to execute a purchase agreement with the Dakota County Community Development Agency to acquire property from the Community Development Agency and to execute a joint powers agreement with the Dakota

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Atkins	<u> X </u>	Atkins	_____
Halverson	<u> X </u>	Halverson	_____
Droste	<u> X </u>	Droste	_____
Workman	<u> Absent </u>	Workman	_____
Holberg	<u> X </u>	Holberg	_____
Hamann-Roland	<u> X </u>	Hamann-Roland	_____

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 26th day of March 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 26th day of March 2024.



Clerk to the Board

County Community Development Agency to restore and manage the CDA-retained portion of the property, approved as to form by the County Attorney's Office; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submission of an Acquisition Opportunity Fund grant request to the Metropolitan Council for funding to acquire the Greenway Corridor and associated costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Board Chair to execute an Agreement and Restrictive Covenant with the Metropolitan Council that is required when partial acquisition funding is provided by the Metropolitan Council; and

BE IT FURTHER RESOLVED, That following acquisition of the Greenway Corridor, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$105,000 of reimbursement funds which will be returned to the 2024 Parks Capital Improvement Program.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	<u> </u>
Atkins	<u> X </u>	Atkins	<u> </u>
Halverson	<u> X </u>	Halverson	<u> </u>
Droste	<u> X </u>	Droste	<u> </u>
Workman	<u> Absent </u>	Workman	<u> </u>
Holberg	<u> X </u>	Holberg	<u> </u>
Hamann-Roland	<u> X </u>	Hamann-Roland	<u> </u>

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 26th day of March 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 26th day of March 2024.



Clerk to the Board

Exhibit 6: Purchase agreement

Dakota County Contract DCA 21574

**AGREEMENT FOR THE PURCHASE OF PROPERTY FROM THE DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY BY THE COUNTY OF DAKOTA**

This Purchase Agreement (hereinafter called the "Agreement"), made and entered into on the 19th day of April 2024, by the Dakota County Community Development Agency, a public body corporate and politic and a political subdivision of the State of Minnesota, 1228 Town Center Drive, Eagan, MN 55123 (hereinafter called the "Seller"); and the County of Dakota, 1590 Highway 55, Hastings, MN 55033, a political subdivision of the State of Minnesota, (hereinafter called the "Buyer").

WITNESSETH

WHEREAS, Seller is the owner of certain real property situated in Dakota County, Minnesota identified by Parcel Identification Number 19-032000-82-011; and

WHEREAS, Seller agrees to sell, and Buyer agrees to buy the property defined below and all improvements thereon, including any mineral rights and access or other easements benefiting the property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated in this document, it is agreed by and between Seller and Buyer as follows:

AGREEMENT

1. **DEFINITIONS**. As used in this Agreement, the following terms shall have the meaning provided herein:

- a. "**Agreement**" shall mean this Purchase Agreement and any addendums between Buyer and Seller as of the Effective Date.
- b. "**Closing**" shall mean the process by which Buyer, Seller and Title Company execute all necessary documents for Seller to sell and Buyer to buy the property, together with any other documents required by the Buyer and the Title Company.
- c. "**Closing Date**" shall mean the date on which the Buyer acquires the Property and the terms of this Agreement are fulfilled. For this Agreement, the date shall be no later than October 31, 2024.
- d. "**Due Diligence Deadline**" shall mean no less than two weeks prior to closing.
- e. "**Effective Date**" shall mean the last date of execution by either of the Parties to this Agreement.
- f. "**Environmental Law**" shall mean each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement pertaining to the protection of human health and safety or the environment.
- g. "**Fixtures**" shall mean items that are embedded in the land or attached to the building(s) and cannot be removed without damage to the real property or building(s).
- h. "**Hazardous Substance**" shall mean any substance which is:
 - (i) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law;
 - (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof;
 - (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant;

- (iv) regulated pursuant to any Environmental Law(s); or
- (v) any pesticide regulated under state or federal law.
- i. "Parties" shall mean Buyer and Seller, as defined above, collectively.
- j. "Property" shall mean that certain real estate situated in Dakota County, Minnesota being conveyed from Seller to Buyer, as legally described in **Exhibit A**, and generally depicted in **Exhibit A-1** attached hereto.
- k. "Purchase Price" shall mean the sum of **One Hundred Ninety-One Thousand Dollars (\$191,000)**.
- l. "Road Assessments" shall mean the certified road assessments assigned to the Property by the City of Hastings which total **Six Thousand Seven Hundred and Fifty Dollars (\$6,750)**
- m. "Title Company" shall mean DCA Title Company at 7373-147th Street West, Suite 161, Apple Valley, Minnesota 55124.
- n. "Warranty Deed" shall mean a deed conveying good and marketable title of record to the Property, subject to the following title exceptions:
 - i. Building and zoning laws, ordinance, state and federal regulations;
 - ii. Reservation of any mineral rights to the State of Minnesota;
 - iii. Other utility, drainage and public road easements of record; and
 - iv. The lien of real property taxes and the lien of special assessments and interest due thereon, if any, payable in the year of closing by which the terms of this Agreement are to be paid by Seller.

2. FEE OWNER. Seller represents that Seller is the fee owner of the Property and hereby agrees to sell the Property to Buyer, free of any liens, exceptions and encumbrances and except as hereinafter identified below:

- a. Building and zoning laws, ordinances, State and Federal regulations; and
- b. Utility, drainage, public road, trail and access easements of record.

Seller agrees to convey Seller's interest in the Property to Buyer pursuant to the terms herein.

3. FIXTURES AND PERSONAL PROPERTY. None.

4. TITLE EXAMINATION. Within twenty (20) days after the Effective Date, Seller shall deliver to Buyer an abstract of title or registered property certificate for the Property or at Seller's election, a commitment from the Title Company to issue to Buyer an ALTA policy of title insurance for the Property. Buyer shall pay the entire cost for updating the abstract or registered property certificate or the full charge for a title insurance commitment/binder. Buyer shall be allowed up to twenty (20) days after receipt for examination of the title documents and to make any objections to title. Buyer shall make any such objection in writing or the objection shall be deemed to be waived. If any objections are made, Seller shall have one hundred twenty (120) days to make title marketable. Pending correction of title, the payments required by this Agreement shall be postponed, but upon correction of title, and within twenty (20) days of written notice to Buyer, the Parties shall perform this Agreement according to its terms.

If title is not marketable and is not made so within one hundred twenty (120) days from the date of written objection as provided above, this Agreement shall, at Buyer's option, be void and neither party shall be liable for damages or costs to the other party.

If Buyer obtains title insurance, Buyer is not waiving the right to obtain a good and marketable title of record from Seller.

In any event, Seller shall satisfy and discharge all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes) affecting the Property and Seller shall furnish whatever documents or evidence will be required by the Title Company in order to delete the "printed form" or standard exceptions to coverage, including, without limitation, rights of Parties in possession, unrecorded easements and mechanics or material men's liens or claims of lien, on or before Closing.

5. PAYMENT TERMS. As consideration for the covenants and agreements made herein, Buyer agrees to pay the Purchase Price to Seller for the Property, less closing costs, including any mortgage pay-off amounts, payable in cash or equivalent upon the execution and delivery of a Warranty Deed conveying the Property from Seller to Buyer and other necessary documents on the Closing. Buyer agrees to pay fifty (50) percent of the Road Assessments or **Three Thousand Three Hundred Seventy-Five Dollars (\$3,375)** to the Seller at the time of Closing.

6. CLOSING COSTS.

- a. Seller is responsible for fifty (50) percent of closing fees charged by the Title Company.
- b. Buyer is responsible for paying the costs for a title commitment and supplements, examination fee, name search, property inspection, updating abstract or Torrens title records, special assessment search, tax and judgment search, title insurance premium, property inspection, any recording fees for the Special Warranty Deed, and fifty (50) percent of closing fees charged by the Title Company.

7. SELLER'S CLOSING DOCUMENTS. Seller agrees to execute and deliver the following documents to Buyer on the date of closing:

- a. A Warranty Deed from the Seller conveying marketable title to the Property.
- b. Standard Seller's Affidavit regarding Parties in possession.
- c. Seller's Affidavit of no improvements made to the Property within the last 120 days.
- d. An accounting of property taxes owed on the Property up to the Closing and proof of payment or a deduction from the purchase price for such taxes, including any additional property taxes resulting from any "Green Acres" reassessment pursuant to Minnesota Statutes § 273.111.
- e. Well disclosure forms and a completed well disclosure certificate as required by Minnesota Statutes § 103I.235.
- f. Any other document(s) requested by Buyer or Title Company to effectuate the closing and the terms of this Agreement.

8. UTILITIES. All utilities of any nature used in or about the Property shall be read and adjusted as of the date Seller actually vacates the premises and Seller will pay for all such utility charges through the date of Seller's vacation of the premises.

9. TAXES AND SPECIAL ASSESSMENTS. Seller will pay all past due property taxes and any installments of special assessments levied against the Property, and due at the date of closing, except

for that portion of the Road Assessment identified in paragraph 5 herein. The property taxes that are due and payable in the current year shall be prorated as of the Closing Date, with Seller obligated to pay taxes through the Closing Date and Buyer responsible for the taxes due after the Closing Date. Seller will pay any additional property taxes resulting from any "Green Acres" reassessment pursuant to Minnesota Statutes § 273.111.

10. SELLER'S WARRANTIES. Seller warrants that:

- a. Seller has full power and authority to enter into this Agreement (and the person signing this Agreement for Seller has full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title and interest in and to the Property.
- b. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.
- c. There is no suit, action, arbitration, or legal, administrative or other proceeding or injury pending or threatened against the Property or any portion thereof or pending or threatened against Seller which could affect Seller's title to the Property or any portion thereof, affect the value of the Property, or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.
- d. There is no lease, license, permit, option, right of first refusal or other agreement, oral or written, which affects the Property or any portion thereof.
- e. Buildings, if any, are entirely within the boundary lines of the Property.
- f. There is a right of access to the Property from a public right of way, or that such right of access shall be provided by Seller to Buyer at the time of conveyance of the Property in a form acceptable to Buyer.
- g. There has been no labor or material furnished to the Property for which payment has not been made.
- h. There are no present violations of any restrictions relating to the use or improvement of the Property or any uncured notices which have been served upon Seller by any governmental agency notifying Seller of any violations of statute, order, ordinance, rule, requirement or regulation which would affect the Property or any portion thereof.
- i. The Property is not subject to a lien for Medical Assistance or other public assistance.
- j. Seller has no knowledge, nor does Seller have reason to know, of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of Environmental Laws, as hereinafter defined).
- k. Seller has no knowledge, nor does Seller have reason to know, of any production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as hereinafter defined) on the Property or under the Property, nor has there been any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property or within the immediate vicinity of the Property.
- l. Seller has no knowledge, nor does Seller have reason to know that any asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Property, if any, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB-containing item on the Property.
- m. Seller is in compliance with all laws and regulations in connection with any handling, use, storage or disposal of Hazardous Substances including the maintenance of all required permits and approvals.
- n. Seller has disclosed to Buyer in writing the location of any individual sewage treatment systems located on the Property.

- o. Seller has disclosed to Buyer in writing the location of any individual wells located on the Property.
- p. To the best of Seller's knowledge, there is no lead paint used in the construction or maintenance of any building(s) on the Property.
- q. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

Each of the above representations is material and is relied upon by Buyer. Except insofar as Seller has advised Buyer in writing to the contrary, each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing. At the Closing, if Buyer so requests, Seller shall deliver to Buyer a certificate in a form satisfactory to Buyer stating that each of the above representations is true and correct as of the Closing.

If, before the Closing, Seller discovers any information or facts that would materially change these warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing representations and warranties ceases to be true before the Closing, Seller will promptly remedy the problem, at Seller's sole cost and expense, upon receipt of notice by Buyer. If the problem is not remedied before Closing, Buyer may elect to either (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Property or (b) defer the Closing until such problem has been remedied. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity

11. CONDITIONS PRECEDENT. In addition to the title examination, the purchase of the Property by Buyer is contingent upon:

- a. The City of Hastings approving the platting of Parcel Identification No. 19-032000-82-011 into separate outlots that conform to the Regional Greenway Corridor and additional Right of Way as legal defined in the attached **Exhibit A** and generally depicted in the attached **Exhibit A-1**.
- b. The Metropolitan Council (hereinafter referred as the "Council") approving a 75 percent Acquisition Opportunity Fund grant to Buyer (the Grantee) for fee title acquisition of the Regional Greenway Corridor portion of the Property (Tract No. 488) legal defined in the attached **Exhibit A** and generally depicted in the attached **Exhibit A-1**.
- c. The completion of due diligence by Buyer on or before the Due Diligence Deadline and Buyer determining in its sole discretion that the condition of the Property is acceptable to it. Seller agrees that Buyer shall have the right to inspect and investigate the Property at reasonable times and to perform any tests it deems necessary, including tests to evaluate the environmental condition of the Property. Buyer shall coordinate any such inspection to accommodate the schedule of Seller, who shall not unreasonably withhold permission to inspect or investigate.

If the above contingencies are not satisfied, this Agreement shall, at Buyer's option, be void and neither party shall be liable for damages to the other party.

12. COUNCIL FUNDING RESTRICTIONS AND COVENANTS. The Seller and Buyer acknowledge that the Buyer's purchase of this Property may be funded, in part, by a grant from the Council which requires the following additional restrictions on that portion of the Property identified as Tract No. 488 in **Exhibit A** for funding eligibility, and Buyer hereby agrees that the following

restrictions and covenants shall be placed upon that portion of the Property identified as Tract No. 488 in **Exhibit A** effective upon the Closings:

- a. **Conveyances.** Grantee may not sell, lease, or mortgage that portion of the Property identified as Tract No. 488 in **Exhibit A** or any portion thereof, or otherwise convey or grant any easement or allow any other encumbrance to be placed against that portion of the Property identified as Tract No. 488 in **Exhibit A** or restrict the use thereof unless the written approval of the Council or its successors is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
- b. **Regional Purpose.** That portion of the Property identified as Tract No. 488 in **Exhibit A** shall be used solely for regional recreational open space purposes as those purposes are from time to time defined by the Council or its successors, unless the Council or its successors shall consent to the other use or uses by written instrument duly filed and recorded and designating the nature, extent, and duration of the use for which such consent is given. Without limiting the foregoing, the Regional Trail and Wastewater Facilities (see below), together with uses such as benches, bike racks, local trail connections, information kiosks, retaining walls, drinking fountains, and tables, and fences are permitted uses for regional recreational open space purposes.
- c. **Wastewater Facilities.** The Seller acknowledges that as a condition for the Buyer (Grantee) to receive funding from the Council, Buyer (Grantee) must grant the Council the option to construct, operate and maintain Wastewater Facilities on that portion of the Property identified as Tract No. 488 in **Exhibit A**. Seller consents to and permits the Buyer (Grantee) to assign the rights necessary to accomplish the construction, operation and maintenance of the Wastewater Facility (hereinafter referred to as the "Wastewater Facility Rights") to the Council, its successors or assigns, subsequent to the Closing. Upon written request by and at no cost to the Council, Buyer (Grantee) will execute and deliver to the Council an assignment of rights in that portion of the Property identified as Tract No. 488 in **Exhibit A** allowing the Council to construct, install, operate and maintain the Wastewater Facilities over, under and across that portion of the Property identified as Tract No. 488 in **Exhibit A** substantially in the form of the assignment attached hereto and incorporated herein as the attached **Exhibit B** for the location or locations described by the Council in its written request to Buyer (Grantee). The Parties acknowledge that pursuant to a Grant Agreement entered or to be entered between the Council and the Buyer (Grantee), Council may exercise its contractual right to the Wastewater Facilities Rights on one or more occasions. The Buyer (Grantee) agrees that the Wastewater Facilities Rights may not be exercised unless assigned to the Council, its successors or assigns.

If the Buyer is eligible to receive Council funding for the Property, Seller will allow the above-described, additional Council-required restrictions within that portion of the Property identified as Tract No. 488 in **Exhibit A**.

12. **CLOSING.** The Closing shall occur on the Closing Date at the Title Company's office. The time of day will be scheduled by the Title Company so as to be mutually acceptable to Buyer and Seller. Seller and Buyer may mutually agree in writing to alter the Closing Date.

13. **POSSESSION.** Seller shall deliver possession of the Property no later than the time set by the Title Company for the Closing in the same condition as it was on the Effective Date, ordinary wear and tear excepted, free and clear of the rights or claims of any other party.

14. **RISK OF LOSS.** Until the completion of closing and delivery of possession of the Property, all risk of loss is on Seller. If the Property is damaged prior to closing, Seller shall give the Buyer notice

within five (5) business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have three (3) business days to inspect the Property and an additional two (2) business days to determine if the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposal for repairs within the five (5) business day period, this Agreement shall be void.

15. REMEDIES UPON DEFAULT. In the event that Seller defaults in the performance of any of its obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or at law or in equity, have the right of specific performance against Seller. Buyer shall have six (6) months to exercise its right of specific performance under this section. In the event that Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have, as its sole and exclusive remedy, the right to cancel this Agreement as permitted by MINNESOTA STATUTES §§ 559.21 and 559.217.

16. NO BROKER'S COMMISSION. Buyer has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement and the Parties agree that the Buyer is not responsible for any portion of a broker's commission or finder's fee related to Seller. In the event that Seller has used a broker or any person asserts a claim for a broker's commission or finder's fee related to Seller, that Seller will indemnify and hold Buyer harmless from and against the claim and this indemnification shall survive Closing or any earlier termination of this Agreement.

17. WAIVER OF DISCLOSURE. Unless otherwise required herein, Buyer waives the written disclosures required under Minnesota Statutes §§ 513.52 to 513.60.

18. MISCELLANEOUS.

- a. Performance. The Parties hereto agree that time is of the essence in the performance of this Agreement.
- b. Notices. Notices to be given under this Agreement shall be in writing and sent by registered or certified mail, addressed to the Parties at the following addresses:

With respect to Buyer:

Alan Singer, Real Estate Manager, or Successor
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124

With respect to Seller:

Lori Zierden, Real Estate Manager, or Successor
Dakota County community Development Agency
1228 Town Center Drive
Eagan, MN 55123

- c. Non-Joint Venture. The Parties agree that nothing contained herein shall be considered a partnership or joint venture undertaken by the Parties.
- d. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Dakota County, Minnesota.

- e. Representation by Counsel. Seller understands that Buyer does not represent Seller in this matter. Seller has had an opportunity to review the terms of this Agreement with Seller's legal counsel, whether Seller has elected to consult with counsel or not. Seller has read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement.
- f. Entire Agreement. This Agreement, along with any exhibits, appendices, addendums, schedules, and written amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written.
- g. Amendments. Any amendments or modifications to this Agreement shall be in writing and shall be executed by the same Parties who executed the original Agreement or their successors.
- h. Severability. Each provision of this Agreement is severable from any other provision of this Agreement. Should any provision of this Agreement for any reason be unenforceable, the balance of the Agreement shall nonetheless be of full force and effect.
- i. Headings. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions in this Agreement.
- j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
- k. Waiver of Conflict of Interest. The Dakota County Attorney's Office provides legal representation and advice to Buyer and to Seller (pursuant to a legal service agreement by the Seller's Board). Relevant portions of the Minnesota Rules of Professional Conduct preclude the Dakota County Attorney's Office from concurrently representing entities with adverse interests due to the conflict of interest. In transactions, a conflict is waivable where the entities are generally aligned in interest even though there is some difference in interest among them. Minnesota Rules of Professional Conduct (Rule 1.7) requires that in those instances each affected client must give informed consent in writing to the representation. The Dakota County Attorney's Office has been requested by the Buyer and Seller to assist to review of this purchase agreement as to form. Buyer and Seller believe their interests generally align in carrying out the purpose of this purchase agreement. Buyer and Seller acknowledge that there exists the possibility for interests to become conflicting, but despite such possibility of conflict, Buyer and Seller believe the Dakota County Attorney's Office can adequately represent, advance, or protect each such interest without harming any other such interests and waive on behalf of Buyer and Seller any conflict of interest arising from the Dakota County Attorney's Office joint representation regarding the review of this purchase agreement as to form. This waiver may be withdrawn at any time by either Buyer or Seller upon written notice to the Dakota County Attorney's Office.

19. TAX IMPLICATIONS. Seller shall consult with an attorney or tax consultant to discuss the tax implications that may result from the sale of the Property. The Buyer does not offer tax advice and encourages Seller to seek its own independent review of tax implications.

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IN TESTIMONY WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first recited herein.

SELLER

DocuSigned by:
Tony Schentler
E7C043E8A4084C5...
Tony Schentler, Executive Director

Date of Signature 04/19/2024 | 2:19 PM CDT

Resolution No. 24-6819

BUYER

DocuSigned by:
Georg Fischer
A29C8E8168944C4...
Georg Fischer, Director
Physical Development Division

Date of Signature 04/19/2024 | 2:23 PM CDT

Approved as to form:

/s/ Brian J. Wisdorf
Assistant Dakota County Attorney

Date of Signature: 4/19/2024

KS-24-247

Approved by Dakota County Board
Resolution No. 24-151

Dakota County Parks

Legal Description of the Dakota County Community Development Agency Property being Acquired by the County of Dakota for the Regional Greenway Corridor

Tract No. 488

A Regional Greenway Corridor over part of the following described subject property: The South 3016.86 feet of the East 1155 feet of the West Half of the East Half of the Section west of Pleasant Drive, EXCEPT that part platted as OLD BRIDGE FIRST ADDITION AND EXCEPT that part North of OLD BRIDGE FIRST ADDITION all in Section 32, Township 115, Range 17, Dakota County, Minnesota.

Said Greenway Corridor is described as follows: Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter said Section 32; thence North 89 degree 40 minutes 50 seconds East, assumed bearing, along the south line of said Southwest Quarter of the Southeast Quarter a distance of 144.96 feet to the west line of said east 1155 feet; thence North 01 degree 09 minutes 40 seconds West along said west line a distance of 100.02 feet to the point of beginning of the Greenway to be described; thence continue North 01 degree 09 minutes 40 seconds West along said west line a distance of 580.66 feet; thence South 31 degrees 42 minutes 20 seconds East a distance of 1.71 feet; thence North 60 degrees 04 minutes 30 seconds East a distance of 412.94 feet; thence South 79 degrees 31 minutes 18 seconds East a distance of 178.31 feet to the west line of said Pleasant Drive; thence South 01 degrees 09 minutes 40 seconds East along said west line of Pleasant Drive a distance of 379.62 feet; thence South 89 degrees 40 minutes 50 seconds West a distance of 437.55 feet; thence South 01 degrees 09 minutes 40 seconds East a distance of 370.19 feet; thence South 89 degrees 40 minutes 50 seconds West a distance of 100.01 feet to the point of beginning.

Area: 5.02 acres

**Legal Description of the Dakota County Community
Development Agency Property being Acquired by the County
of Dakota for Existing and Additional Right of Way**

Tract No. 489

Right of Way over part of the following described subject property: The South 3016.86 feet of the East 1155 feet of the West Half of the East Half of the Section west of Pleasant Drive, EXCEPT that part platted as OLD BRIDGE FIRST ADDITION AND EXCEPT that part North of OLD BRIDGE FIRST ADDITION all in Section 32, Township 115, Range 17, Dakota County, Minnesota.

Said Right of Way is described as follows: Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter said Section 32; thence North 89 degree 40 minutes 50 seconds East, assumed bearing, along the south line of said Southwest Quarter of the Southeast Quarter a distance of 144.96 feet to the west line of said east 1155 feet; thence North 01 degree 09 minutes 40 seconds West along said west line a distance of 50.01 feet to the north line of the south 50.00 feet of said Southwest Quarter of the Southeast Quarter and the point of beginning of the Right of Way to be described; thence continue North 01 degree 09 minutes 40 seconds West along said west line of the east 1155 feet a distance of 50.01 feet; thence North 89 degrees 40 minutes 50 seconds East a distance of 288.25 feet; thence North 69 degrees 44 minutes 12 seconds East a distance of 263.81 feet to the west line of said Pleasant Drive; thence South 01 degrees 09 minutes 40 seconds East along said west line of Pleasant Drive a distance of 140.00 feet to said north line of the south 50.00 feet; thence South 89 degrees 40 minutes 50 seconds West along said north line of the south 50.00 feet a distance of 537.56 feet to the point of beginning.

Area: 0.87 acres

Tract No. 492

Together with that portion of the subject property encumbered by the existing highway right-of-way depicted on Exhibit A-1 (Area: 0.62 acres)

EXHIBIT A-1

Dakota County Parks

Survey of the Portions of Dakota County Community Development Agency Property being Acquired by the County of Dakota for a Regional Greenway Corridor and Additional Right of Way

Tract No. 488, No. 489 and No. 492

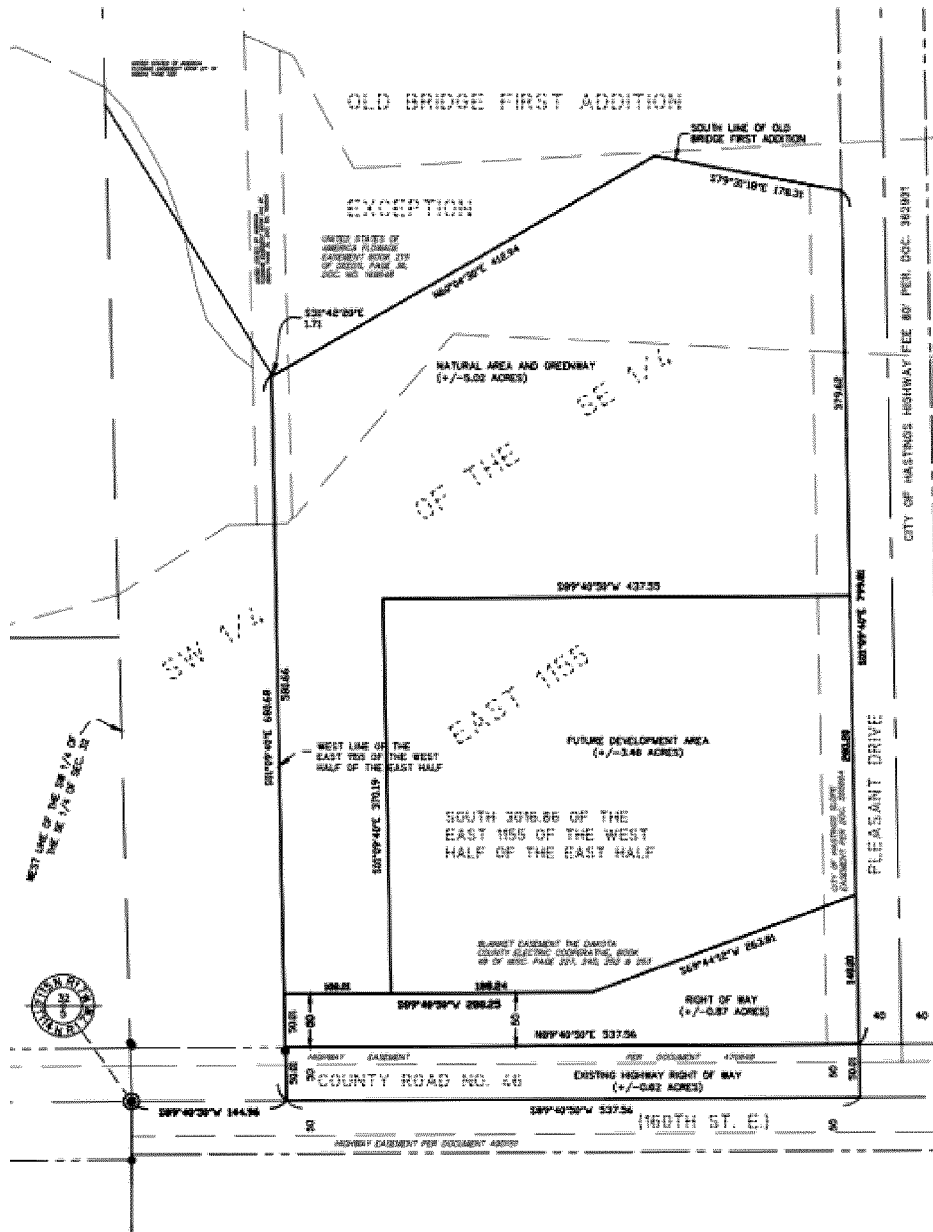


EXHIBIT B

Dakota County Parks

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT AND RESTRICTIVE COVENANT is made and entered into this _____ day _____, 202_, by and between **COUNTY OF DAKOTA** (the “Grantee”) and the Metropolitan Council, a political subdivision of the State of Minnesota (the “Council”).

RECITALS

1. The Grantee has acquired the following described real property, to-wit:

See attached **Exhibit A**, hereinafter referred to as the “Property.”
2. The Council has contributed funds toward the acquisition of the Property pursuant to its grant program authorized by chapter 563, Laws of Minnesota, 1974.
3. The grant program was established pursuant to the law to provide for the acquisition, preservation, protection, development, and betterment of regional recreational open space for public use.
4. The grant agreement under which the Council contributed funds towards the acquisition of the Property is identified as **SG-_____**.

NOW, THEREFORE, in consideration of the grant made by the Council to the Grantee and in consideration of the mutual agreements and covenants contained in this Agreement, the parties agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction, or other encumbrance against the Property shall be valid for any purpose unless the written approval of the Council or its successors is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains, nor shall the Property be used for any purpose except regional recreational open space purposes as those purposes are from time to time defined by the Council or its successors, unless the Council or its successors shall consent to the other use or uses by written instrument duly filed and recorded and designating the nature, extent, and duration of the use for which such consent is given.
2. As a condition to this Grant, and provided that conveyance of such easement or easements is consistent with the Approved Master Plan, the Grantee agrees to convey to the Council, its successors or assigns, a permanent easement or easements, hereinafter referred to as

“Wastewater Facilities Easement[s]” for future regional wastewater conveyance corridors on the Property. Upon written request by and at no cost to the Council, Grantee will execute and deliver to the Council the Wastewater Facilities Easement[s] substantially in the form of the Easement attached hereto and incorporated herein for the location or locations described by the Council in its written request to Grantee. The Council may exercise this contractual right to the Wastewater Facilities Easement[s] on one or more occasions.

The Council agrees to work cooperatively with Grantee to locate the Wastewater Facilities Easement[s] and the regional wastewater conveyance facilities on the Property in a manner which minimizes the impact on existing and planned park system facilities on the Property and natural resources. As further consideration for the conveyance of the Wastewater Facilities Easement[s], the Council agrees to waive the Sewer Availability Charge for the Property.

As a further condition for this Grant, the Council may, at any time after execution of this Grant, provide to Grantee written notification of the proposed location of a future regional wastewater conveyance corridor on the Property. Grantee agrees not to place or allow to be placed any restrictions, conditions, or encumbrances on the Property within the proposed future regional wastewater conveyance corridor without the written consent of the Council.

This Agreement and Restrictive Covenant may be enforced by the Council or its successors, as then defined, by appropriate action in the courts of the State of Minnesota.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the date first above written.

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota

Name, Community Development Director

Date: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by ____ *Name* ____, Community Development Director of the METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, on its behalf.

Notary Public

COUNTY OF DAKOTA

Name, Chair
Board of Commissioners

Attested to By:

Name, Clerk to the Board

Approved by Dakota County
Board Resolution No. 2_ - ____

Approved as to Form:

Assistant County Attorney

Date: _____

KS-2_ - _____

Contract No. _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On the _____ day of _____, 202_, before me a notary public within and for the County of Dakota, personally appeared _____ *Name* _____, Chair of the Board of Commissioners and acknowledged that s/he executed said instrument on behalf of the County by authority of its Board.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Peter A. Hanf, Associate General Counsel
License No. 0268124
Metropolitan Council 390 Robert Street No
St. Paul, MN 55101

EXHIBIT A TO AGREEMENT
Project Description

Acquisition of 5.02 acres of fee title for a segment of the Vermillion River – Hastings Regional Greenway Corridor

Legal Description

A Regional Greenway Corridor over part of the following described subject property: The South 3016.86 feet of the East 1155 feet of the West Half of the East Half of the Section west of Pleasant Drive, EXCEPT that part platted as OLD BRIDGE FIRST ADDITION AND EXCEPT that part North of OLD BRIDGE FIRST ADDITION all in Section 32, Township 115, Range 17, Dakota County, Minnesota.

Said Greenway Corridor is described as follows: Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter said Section 32; thence North 89 degree 40 minutes 50 seconds East, assumed bearing, along the south line of said Southwest Quarter of the Southeast Quarter a distance of 144.96 feet to the west line of said east 1155 feet; thence North 01 degree 09 minutes 40 seconds West along said west line a distance of 100.02 feet to the point of beginning of the Greenway to be described; thence continue North 01 degree 09 minutes 40 seconds West along said west line a distance of 580.66 feet; thence South 31 degrees 42 minutes 20 seconds East a distance of 1.71 feet; thence North 60 degrees 04 minutes 30 seconds East a distance of 412.94 feet; thence South 79 degrees 31 minutes 18 seconds East a distance of 178.31 feet to the west line of said Pleasant Drive; thence South 01 degrees 09 minutes 40 seconds East along said west line of Pleasant Drive a distance of 379.62 feet; thence South 89 degrees 40 minutes 50 seconds West a distance of 437.55 feet; thence South 01 degrees 09 minutes 40 seconds East a distance of 370.19 feet; thence South 89 degrees 40 minutes 50 seconds West a distance of 100.01 feet to the point of beginning.

Area: 5.02 acres

[EXAMPLE]

EASEMENT

THIS INSTRUMENT, MADE THIS ____ day of _____, 202_, by and between the County of Dakota, Grantor, and the Metropolitan Council, a public corporation and political subdivision of the state (successor to the Metropolitan Waste Control Commission), Grantee;

WITNESSETH, that Grantor(s), in consideration of One Dollar and other good and valuable consideration to _____ in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, the following described easement for sanitary sewer and utility purposes:

[Insert Legal Description of EASEMENT]

Said temporary easement to expire on or before _____.

The above described easement includes the rights of grantee, its contractors, agents and employees to do whatever is necessary for enjoyment of the rights granted herein including the right to enter the easement for purposes of constructing, operating, maintaining, altering, repairing, replacing, and/or removing said sewers and utilities.

Grantor(s), _____ heirs, successors and assigns, will not erect, construct, or create any building, improvement, obstruction or structure of any kind, either above or below the surface, or stockpile soils, construction debris, or construction equipment or change the grade thereof, without the express written permission of the Grantee.

Notwithstanding the aforementioned provision, the following improvements by Grantor(s), heirs, successors, and assigns do not require Grantee's written approval: fences, parking lots, street

and/or roadways, landscaping, bushes, shrubs. However, Grantor(s) hereby agree(s) that Grantee will not be responsible for and will not pay for the loss of or any damage to or replace or restore the following items within the easement area: fences, trees, shrubs, bushes or other plantings, other than grass or sod.

Grantor(s) covenant(s) that it is has acquired the above described Easement and has a lawful right and authority to convey and grant the easement described herein.

-This Space Intentionally Left Blank-

IN WITNESS WHEREOF, the said Grantor(s) has/have caused this Easement to be executed as of the date noted above.

GRANTOR

COUNTY OF DAKOTA

Name, Chair
Board of Commissioners

Attested to By:

Name, Clerk to the Board

Approved by Dakota County
Board Resolution No. 2_ - ____

Approved as to Form:

Assistant County Attorney

Date: _____

KS-2_ - _____

Contract No. _____

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

On the _____ day of _____, 202_, before me a notary public within and for the County of Dakota, personally appeared _____ *Name* _____, Chair of the Board of Commissioners and acknowledged that he/she executed said instrument by authority of the Board.

Notary Public

GRANTEE

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota

Name, Regional Administrator

Date: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ *Name* _____, Regional Administrator of the METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, on its behalf.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

March 26, 2024

Resolution No. 24-151

Motion by Commissioner Halverson

Second by Commissioner Hamann-Roland

**Authorization To Enter Into Purchase Agreement And Joint Powers Agreement With Dakota County
Community Development Agency To Acquire And Manage Property In City Of Hastings**

WHEREAS, by Resolution No. 19-767 (October 29, 2019), the Dakota County Board of Commissioners approved the Vermillion River Hastings Greenway (Greenway) Master Plan; and

WHEREAS, the Greenway Master Plan includes a section of the Vermillion River between State Highway 61 and General Sieben Drive in the City of Hastings (City); and

WHEREAS, by Resolution No. 20-568 (November 17, 2022), the Dakota County Board of Commissioners approved the Land Conservation Plan for Dakota County (Plan); and

WHEREAS, the Plan includes the Vermillion River as one of 24 Conservation Focus Areas; and

WHEREAS, in 2021, the County Board approved the 2022–2026 Transportation Capital Improvement Program (CIP) budget, which included acquisition of right of way (ROW) and improvements at the intersection of Pleasant Avenue and County Highway 46 as County Project (CP) 46-50; and

WHEREAS, County staff identified a 9.97-acre property for sale located on the northwest quadrant of the intersection of Pleasant Avenue and County Highway 46 (Property) as having multiple County benefits, including a 5.02-acre Greenway Corridor that includes 600 feet of the Vermillion River, a segment of the future Greenway trail, facilitates a tunnel beneath Pleasant Avenue, and acquiring additional ROW for planned transportation improvements adjacent to Pleasant Avenue and County Highway 46 as CP 46-50 included in the approved 2024–28 Transportation Capital Improvement Program (CIP) budget; and

WHEREAS, the Dakota County Community Development Agency (CDA) is a public corporate and politic and political subdivision of the State having housing and redevelopment authority powers which allows it to acquire property for future residential development and sell non-development portions of acquired property; and

WHEREAS, County staff contacted the CDA to discuss their potential interest in acquiring the Property for future residential development and selling non-development portions of the Property to the County; and

WHEREAS, the CDA was interested in cooperating with the County and willing to acquire the Property for future residential development and supportive of selling portions of the Property for a new Greenway Corridor and additional ROW to the County; and

**STATE OF MINNESOTA
County of Dakota**

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Atkins	<u> X </u>	Atkins	_____
Halverson	<u> X </u>	Halverson	_____
Droste	<u> X </u>	Droste	_____
Workman	<u> Absent </u>	Workman	_____
Holberg	<u> X </u>	Holberg	_____
Hamann-Roland	<u> X </u>	Hamann-Roland	_____

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 26th day of March 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 26th day of March 2024.



Clerk to the Board

WHEREAS, the County, in coordination with the CDA, appraised and negotiated the purchase price of the Property with the former Property owner; and

WHEREAS, the CDA acquired the Property for \$395,000 on August 18, 2023, for slightly less than the appraised value and is willing to sell 5.02 acres of the Property to the County for a Greenway Corridor at the \$138,000 appraised value and sell 0.87 acres of the Property for additional ROW at the \$53,000 appraised value; and

WHEREAS, the estimated closing costs are \$2,000; and

WHEREAS, the CDA has been working with the City to re-plat the property to facilitate County and CDA ownership of different portions of the Property; and

WHEREAS, the County and the CDA have agreed to evenly split the recently certified city road assessments totaling \$6,750 for an additional County cost of \$3,375; and

WHEREAS, a purchase agreement with the CDA is required for the County to acquire portions of the Property for the Greenway Corridor and existing and additional ROW from the CDA; and

WHEREAS, a joint powers agreement with the CDA is required for the County to restore and manage the CDA-retained portion of the Property until that portion of the Property is developed or sold for development; and

WHEREAS, the Metropolitan Council (MC) staff has determined that the Greenway Corridor is eligible for 75 percent Acquisition Opportunity Fund (AOF) grant funding; and

WHEREAS, the 2024 Parks CIP budget includes adequate fund balance for the 25 percent County match required by the MC AOF program and to pay for the restoration expenses; and

WHEREAS, the 2024 Transportation CIP budget includes adequate fund balance for acquiring the ROW; and

WHEREAS, partial acquisition funding provided by the MC requires that the County Board Chair execute and the County record an Agreement and Restrictive Covenant on the property being acquired by the County for regional greenway purposes; and

WHEREAS, the final acquisition costs of the CDA property will be determined after the settlement statement is finalized and all associated acquisition expenses have been invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the expenditure of up \$196,375 to acquire 5.02 acres for a Greenway Corridor which will include a future segment of the Vermillion River Hastings Greenway; to acquire existing right of way; and 0.87 acres of additional right of way necessary for future transportation improvements to County Road 46 and Pleasant Avenue in the City of Hastings; and to pay for recently certified road assessments; and

BE IT FURTHER RESOLVED, That the County Board of Commissioners authorize the Physical Development Director to execute a purchase agreement with the Dakota County Community Development Agency to acquire property from the Community Development Agency and to execute a joint powers agreement with the Dakota

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	<u> </u>
Atkins	<u> X </u>	Atkins	<u> </u>
Halverson	<u> X </u>	Halverson	<u> </u>
Droste	<u> X </u>	Droste	<u> </u>
Workman	<u> Absent </u>	Workman	<u> </u>
Holberg	<u> X </u>	Holberg	<u> </u>
Hamann-Roland	<u> X </u>	Hamann-Roland	<u> </u>

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 26th day of March 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 26th day of March 2024.



Clerk to the Board

County Community Development Agency to restore and manage the CDA-retained portion of the property, approved as to form by the County Attorney's Office; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submission of an Acquisition Opportunity Fund grant request to the Metropolitan Council for funding to acquire the Greenway Corridor and associated costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Board Chair to execute an Agreement and Restrictive Covenant with the Metropolitan Council that is required when partial acquisition funding is provided by the Metropolitan Council; and

BE IT FURTHER RESOLVED, That following acquisition of the Greenway Corridor, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$105,000 of reimbursement funds which will be returned to the 2024 Parks Capital Improvement Program.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	<u> </u>
Atkins	<u> X </u>	Atkins	<u> </u>
Halverson	<u> X </u>	Halverson	<u> </u>
Droste	<u> X </u>	Droste	<u> </u>
Workman	<u> Absent </u>	Workman	<u> </u>
Holberg	<u> X </u>	Holberg	<u> </u>
Hamann-Roland	<u> X </u>	Hamann-Roland	<u> </u>

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 26th day of March 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 26th day of March 2024.



Clerk to the Board

Certificate Of Completion

Envelope Id: E68820882119463E979F29F3FF2E20FC	Status: Completed
Subject: Complete with DocuSign: County and CDA - Purchase Agreement 4-19-24 (FINAL).pdf, CDA - RES NO 2...	
Source Envelope:	
Document Pages: 25	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Wanda Rodriguez
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Wanda.rodriquez@co.dakota.mn.us
	IP Address: 47.232.58.151

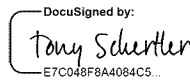
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Tony Schertler
Tschertler@dakotacda.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Pre-selected Style
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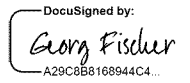
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Signed: 4/19/2024 2:19:32 PM

Electronic Record and Signature Disclosure:

Accepted: 4/19/2024 2:19:21 PM
ID: b7e0db1c-0a31-4ee6-9e41-7442425b7dbf

Georg Fischer
georg.fischer@co.dakota.mn.us
Director, Physical Development Division
Dakota County
Security Level: Email, Account Authentication (None)

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Signed: 4/19/2024 2:23:52 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Al Singer
al.singer@co.dakota.mn.us
Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Lori Zierden
lzierden@dakotacda.org
Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kari Gill
kgill@dakotacda.org
Security Level: Email, Account Authentication
(None)

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/19/2024 2:23:52 PM
Completed	Security Checked	4/19/2024 2:23:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dakota County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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