## HENNEPIN COUNTY

## MINNESOTA

## FINAL-REVISED BOARD AGENDA

BOARD OF HENNEPIN COUNTY COMMISSIONERS TUESDAY, AUGUST 12, 2025 Chair: Irene Fernando, District 2
Vice-Chair: Debbie Goettel, District 5
Members: Jeff Lunde, District 1
Marion Greene, District 3
Angela Conley, District 4
Heather Edelson, District 6
Kevin Anderson, District 7

1. Pledge of Allegiance

1:30 PM

- 2. Approval of Agenda
- 3. Hennepin Highlights
  - 3.A. Video tribute to County Administrator David J. Hough upon his phased retirement
- 4. Commendations
  - 4.A. **25-0325**

Commendation of County Administrator David J. Hough upon his phased retirement - offered by the Hennepin County Board of Commissioners

- 5. Minutes from Previous Meeting
  - 5.A. July 29, 2025 Meeting Minutes

Attachments: BOARDMINUTES-29-Jul-2025

6. Referral of Correspondence and Department Communications

Correspondence

## 6.A. **25N-0037**

Professional and Personal Service Agmts/Amds of \$100,000 or less which have been approved by Department Director, Assistant/County Administrator. Report Number: 25RAA-11

Attachments: 25RAA-11

## 6.B. **25N-0038**

Claim/Summons - 1. Allison Obrovac - RE: Property Damage Claim. - 2. Hassan Hassan - RE: Hassan Hassan v. Hennepin County.

Attachments: A.Obrovac-Claim-Property Damage-081225
H.Hassan-Vehicle-Claim-8.8.25

## 6.C. **25N-0039**

Letter - 1. Minnesota House of Representatives - RE: Opposition to the proposed takeover of the Hennepin Healthcare System (HHS) Board.

Attachments: MN House of Rep-LTR-CORRECTED HHS dissolve letter t CMSRS

## **Department Communications**

## 6.D. **25-0335**

Claims Register for the period ending August 15, 2025

## 6.E. **25-0336**

Claims Register for the period ending August 22, 2025

## 6.F. **25-0337**

Claims Register for the period ending August 29, 2025

#### 6.G. **25-0338**

Claims Register for the period ending September 5, 2025

Referred to Administration, Operations and Budget Committee

## 6.H. <u>25-0326</u>

Agmt A2512864 with MPCA to host an AmeriCorps member from MN GreenCorps - Climate and Resiliency, direct resident engagement, 10/13/25-09/04/26

## 6.l. **25-0327**

Authorize county staff to pursue 2026 state general obligation bonding appropriations

Referred to Human Services Committee

## 6.J. **25-0328**

Human Services & Public Health resolution, including contracts and amendments to contracts with provider - 2512

## 6.K. **25-0329**

Service Level Agreement with Hennepin Health System supporting the Hennepin Emergency Medical Services program, adding \$170,658 supp appr to HSPH 2025 budget

Referred to Public Works Committee

## 6.L. **25-0330**

Agmt A189442 with MPCA to host an AmeriCorps member from MN GreenCorps - Environment & Energy, Land & Water Unit, 10/08/25-09/04/26

## 6.M. **25-0331**

Authorization to acquire right of way by direct purchase or condemnation for various transportation projects

**Attachments:** Overview Map of Projects with Acquisitions

Detail Maps of Projects with Acquisitions

Referred to Resident Services Committee

## 6.N. **25-0332**

Amd 2 to Agmt PR00001315 with Q Matic Corporation for software and services, ext end date to 12/31/26, incr NTE by \$32,000 for a new total NTE of \$449,000

## 7. Commissioner Communications/Updates

## 8. Claims Register

## 8.A. **25-0321**

Claims Register for the period ending August 1, 2025

## 8.B. **25-0322**

Claims Register for the period ending August 8, 2025

## 9. Consent

## 9.A. **25-0291**

Ratification of permits, leases, lease amendments, and related property agreements approved by the County Administrator, period 04/01/25-06/30/25

Attachments: Real Estate Documents Executed by Administrator Second Quarte 2025

## 9.B. **25-0292**

Neg Amd 1 to Agmt PR00002702 with Cyclomedia Technology, Inc. for panoramic images of properties in Hennepin County for an additional five-year period, 09/14/20-09/15/30, NTE \$1,864,245

## 9.C. **25-0293**

Neg Agmt LS00000039 with Minneapolis Public Housing Authority for rental space utilized by NorthPoint Health and Wellness Center at 1015 4th Avenue North, Minneapolis, 10/01/25-09/30/30 (\$28,204 first year gross rent)

Attachments: BAR Map - NP at Cora McCorvey Center

## 9.D. **25-0294**

Submission of general amendment to the 2021 HUD Annual Action Plan and HOME-ARP Allocation Plan; Neg Agmt A2512985 with City of Minnetonka for CDBG Program, 07/01/25-06/30/30, recv \$79,324; Termination of four CDBG Agreements

#### 9.E. **25-0295**

Submission of substantial amendment to the 2022 and 2024 HUD Annual Action Plans; Neg 2 award modifications, 07/01/25-06/30/70, total combined NTE \$950,000; Neg 1 HOME Agreement, 8/13/25-8/12/70, NTE \$900,000

## 9.F. **25-0299**

Human Services & Public Health resolution, including contracts and amendments to contracts with provider - 2511

Attachments: HSPH Board Report 2511 7-31-25

## 9.G. **25-0298**

Agmt PR00007654 with Parabon NanoLabs Inc, to provide forensic artist and sculpture services in creating 2D and 3D facial approximations, 08/01/25-07/31/30, NTE \$107,000

Attachments: PR00007654 - Forensic Artist & Sculptor.docx

## 9.H. **25-0300**

Agmt A2513028 with MN Housing Finance Agency to accept grant funds from the FHPAP fund for the Homework Starts with Home program for unstably housed families with school-age children, 10/01/25-09/30/27 \$1,500,000 (recv)

## 9.I. **25-0301**

Agmt A2512992 with MN Housing Finance Agency to accept grant funds for the Family Homeless Prevention and Assistance Program for homelessness prevention and Rapid Re-Housing services for homeless persons, 10/01/25-09/30/27, \$8,075,000 (recv)

## 9.J. **25-0302**

Amd 1 to Agmt PR00002772 with Act One Group, Inc. to provide a jail management system for the Hennepin County Jail, 11/17/20-11/16/26, incr NTE by \$776,125 for a new total NTE of \$2,606,012.50

## 9.K. <u>25-0303</u>

Agmt PR00007377 with Bridging, Inc., 09/01/25-12/31/27, NTE \$35,000 and Agmt PR00007376 with Certified Recycling LLC, 09/01/25-12/31/27, NTE \$160,000

## 9.L. **25-0304**

Declare property at 8941 Portland Ave S, Bloomington surplus and authorize sale to Touchstone Mental Health for Intensive Residential Treatment Services

Attachments: BAR Map - PropertySale - 8941PortlandAvenueS

## 9.M. **25-0305**

Work Order PR00007648 with SRF Consulting Group, Inc. for design and engineering services for rehabilitation of Bridge No. 27565 and roadway improvements on CSAH 15, CP 2193000, NTE \$511,166.20

Attachments: Map of Project 2193000 in Orono and Wayzata

## 9.N. **25-0306**

Modify Agmt PW 42-40-22 to include Edina's participation in maintenance responsibilities (CP 2190100), no change to project budget

Attachments: Map of Corridors of Commerce Project 2190100

## 9.O. <u>25-0307</u>

Neg Agmt PW 35-43-25 with Rogers for cost participation and maintenance of Fletcher Bypass (CP 2021000 and 1010101), est county cost \$3,533,985

Attachments: Map of Project 2021000 in Rogers

## 9.P. **25-0308**

Neg various agmts for Green Partners environmental grants for periods between 09/01/25-08/31/26 and 09/01/25-08/31/27, total NTE \$236,300

## 9.Q. **25-0309**

Neg various 2025 ERF grant agmts, total NTE \$1,866,428; neg ERF grant Agmt PR00007667 with St. Louis Park Economic Development Authority for costs incurred 02/11/22-05/10/26, NTE \$177,000; and Amd 2 to Agmt PR00004512 for ERF grant funding with St. Louis Park Economic Development Authority, ext end date to 11/15/27, no change to NTE

Attachments: Environmental Response Fund Spring 2025 Funding Recommendations

## 9.R. **25-0323**

Authorize Section 5310 TCAP grant application to MnDOT; neg Agmt A2513000 with State of Mn, 01/01/26-12/31/27, est \$620,000 (recv)

## 9.S. **25-0324**

Amend line of succession in the Hennepin County Emergency Plan and line of succession for non-emergency situations

## 10. Non-Consent

## 11. Progressed

## 11.A. **25**-**0297**

County Board governance of Hennepin Healthcare System, Inc.

## 12. Old Business

## 13. Immediate Approvals

## 13.A. **25-0333**

Award Contract FC00000181 to Noor Construction GBC. for the Medina Roof Replacement project, NTE \$7,468,542.39

## 13.B. **25-0334**

Neg Agmt PR00007726 with Dakota County CDA to be the fiscal agent of the Twin Cities Fair Housing Implementation Council, 07/01/25 -6/30/29, NTE \$50,000

300 South Sixth Street Minneapolis, MN 55487-0240

# **HENNEPIN COUNTY**

## **MINNESOTA**

## **Board Action Request**

TMP-25-0582

## **Item Description:**

Video tribute to County Administrator David J. Hough upon his phased retirement

300 South Sixth Street Minneapolis, MN 55487-0240

## HENNEPIN COUNTY

## **MINNESOTA**

## **Board Action Request**

#### 25-0325

## **Item Description:**

Commendation of County Administrator David J. Hough upon his phased retirement - offered by the Hennepin County Board of Commissioners

WHEREAS, David J. Hough is retiring as County Administrator after 43-years of dedicated service to Hennepin County and its residents; and

WHEREAS, David worked for 25 years in the County Attorney's Office beginning his career as a law clerk in the appellate and civil divisions in 1982. He worked in the Juvenile Prosecution Division for six years where he tried over 135 adult and juvenile cases. David then moved to the Civil Division where he represented the County in litigation, provided advice to dozens of departments, negotiated thousands of contracts, led the contracts team for 10 years, and specialized in the areas of prevailing wage, affirmative action, data practices, open meeting law, Information Technology contracts, and government procurement and bid law; and

WHEREAS, in 1997, David began serving as counsel to the County Board, a role he performed for more than 11 years. He advised the Board on a wide range of matters including the transition of the Hennepin County Medical Center to a subsidiary corporation, and complex and controversial issues including: the Hennepin County Smoking Ordinance, the Hennepin County Weapons Policy, and the merger of the Minneapolis Library system with Hennepin County's system; and

WHEREAS, during this time, David also assumed various leadership positions within the County Attorney's Office. He served on the County Attorney's management team under County Attorney Amy Klobuchar, and then under County Attorney Mike Freeman. He served as the Civil Deputy under County Attorney Amy Klobuchar in 2006, where he oversaw all civil divisions in the office, in partnership with then-Criminal Deputy and now retired Judge Peter Cahill. He also served as a Managing Attorney from 2007-2008 under County Attorney Mike Freeman, where he oversaw the Civil Division, a team of 50 attorneys and professionals who represented Hennepin County in a broad range of legal matters; and

WHEREAS, in 2008, David was appointed Deputy County Administrator where he provided executive leadership for the County's vision and strategy and oversaw 13 departments including those that are now within the Law Safety and Justice line of business, as well as areas of Operations and Resident Services, including Information Technology, Taxpayer Services, Property Services, County Assessor, Examiner of Titles, Computer Forensics, and the Medical Examiner's Office; and

WHEREAS, as Deputy County Administrator, David led many efforts to improve policies and programming and save tax dollars including: the Juvenile Out-of-Home Placement Redesign; the development of STS Homes/Summit Academy Carpentry Certification Program and the "100 Hard Hats" Program which provided training and job placement to individuals on probation and in underserved communities; the consolidation of the Hennepin, Dakota, and Scott county medical examiner offices into a shared service model that created a regional center of excellence; and the Crossover Youth Initiative with Human Services and Community Corrections, that improved outcomes for children in the Juvenile Court System by reducing duplicative services between partners and reducing out of home placements; and

#### 25-0325

WHEREAS, David was appointed as the interim Hennepin County Administrator in 2012 and permanently took on the role in early 2013. During his 13-year tenure as County Administrator, David was an innovator, a steady and trusted leader, a mentor, a changemaker, and led many successful strategies, including:

- Created and implemented the county's Northstar directional path of "Serving Residents" and advanced the county's mission, vision and strategic focus on Disparity Reduction.
- Organized Hennepin County's workforce to ensure efficient, effective, and transformative service to residents, including re-organizing county departments into seven coordinated lines of business, including the creation of the Disparity Reduction line of business.
- Maintained the County's strong financial standing through preserving our Triple A bond rating, guarding taxpayer dollars through restrained property tax increases, and responsibly managing the county's now \$3.1 billion budget through such recent challenges as the COVID-19 pandemic, an economic downturn, and federal cuts to state and county programs and grants.
- Oversaw significant capital investments to support service delivery to residents including the Lowry Avenue Bridge project, NorthPoint Health and Wellness Center campus expansion, 1256 Penn Ave project, Sheriff's Office Public Safety Services Headquarters in Plymouth, Southdale Library and Service center remodel, and the development of Target Field Station and Green Line Extension.
- Made Hennepin County an employer of choice by advocating and implementing the change to \$15 dollar/hour minimum wage in 2015 and advancing the current \$22/per hour minimum wage for County employees; implemented the \$5,250 tuition reimbursement program for County employees in 2017; implemented the student loan forgiveness program connecting employees to resources to help borrowers take advantage of better repayment or loan forgiveness options in 2023; and implemented the County's paid parental leave program and expanded the program to its current benefit of 12 weeks.
- Led the creation of the County's Pathways program in 2013, which has trained more than 1,000 graduates and resulted in county employment of over 440 people with average wages of \$27 per hour in 11 different fields, while also contributing to employment growth in the private sector.
- Advanced the Behavioral Health, Maternal Health and Heart Health Initiatives focused on improving outcomes and resident experiences through a broad range of investments in direct services and infrastructure, programs, partnerships, and community-initiated solutions.
- Adopted the Complete and Green Streets policy as an approach to environmentally sustainable roadway design that reduces environmental impact, improves air and water quality and balances the needs of all roadway users including people walking, rolling, biking, riding transit and driving.
- Launched a series of initiatives to address climate change, served as a founding member of Cool Counties, and created the NACo Award-winning Climate and Resiliency Department that coordinates countywide work to reduce greenhouse gas emissions, advance clean energy consumption and build communities that are more resilient to adverse climate impacts.
- Championed the successful embedded social worker program which equipped law enforcement and 911 Dispatch with another tool to improve outcomes for residents experiencing mental health or substance use issues. The program has achieved incredible results, including more than 7,500 referrals in 2024, which resulted in more than 5,000 connections to community services across 31 police departments and municipalities.

#### 25-0325

- Led the County's coordinated approach to housing by investing in the full spectrum of housing needs from emergency homeless response to affordable and supportive housing to homeownership programs.
- Led the County's crisis response and recovery operations during the COVID-19 pandemic and created Hennepin's incident command structure to navigate the early months of the pandemic which included the immediate transition of 6,300 county employees to remote work after a Declaration of Local Emergency by the County Board and ensured county functions remained operational to serve residents during the transition.
- Led the allocation and distribution of \$225M in federal Coronavirus Relief Funds and \$245M in federal American Rescue Plan Funds (ARPA) to support communities and residents navigating the crisis, including COVID-19 testing, contact tracing, vaccinations and personal protective equipment, violence prevention efforts; food distribution, distribution of computers to families for internet connectivity and improvement of connectivity infrastructure; tutoring for county-involved youth, job training and creation; maternal health, mental and behavioral health supports, and a national model in the Hotels to Housing program that housed those in need during the pandemic and then developed County purchased properties to create long term housing solutions; and rental assistance to landlords on behalf of tenants.
- Advanced small business relief and economic development support and revitalization including the
  development of the Elevate Hennepin program to support entrepreneurs and business owners by
  creating a business support ecosystem to provide 25 hours of no cost consulting and advisory services
  for residents that own or are starting a business; and

WHEREAS, throughout his career at the County, David was a trusted colleague, a mentor to many across Minnesota and the nation, a source of knowledge and expertise, a fierce advocate for the County, unflappable in a crisis, and always acted with integrity and in the best interest of the county and its residents.

#### Resolution:

BE IT RESOLVED, that the Hennepin County Board of Commissioners acknowledges David J. Hough's storied 43-year career and many accomplishments, honors his commitment and dedication to public service and to serving residents, supports him in seeking the next chapter of a fulfilling career in phased retirement, and wishes him good health and a long retirement.

**Recommendation from County Administrator:** Recommend Approval

300 South Sixth Street Minneapolis, MN 55487-0240

# **HENNEPIN COUNTY**

## **MINNESOTA**

## **Board Action Request**

TMP-25-0576

**Item Description:** 

July 29, 2025 Meeting Minutes

# HENNEPIN COUNTY MINNESOTA

## **BOARD MINUTES**

BOARD OF HENNEPIN COUNTY COMMISSIONERS

TUESDAY, JULY 29, 2025 1:30 PM Chair: Irene Fernando, District 2
Vice-Chair: Debbie Goettel, District 5
Members: Jeff Lunde, District 1
Marion Greene, District 3
Angela Conley, District 4
Heather Edelson, District 6
Kevin Anderson, District 7

Commissioner Irene Fernando, Chair, called the meeting of the Board of Hennepin County Commissioners for Tuesday, July 29, 2025 to order at 1:30 p.m.

**Present:** Commissioner Irene Fernando, Commissioner Marion Greene, Commissioner

Angela Conley, Commissioner Jeff Lunde, Commissioner Heather Edelson, and

Commissioner Kevin Anderson

**Absent:** Commissioner Debbie Goettel

## 1. Pledge of Allegiance

Commissioner Irene Fernando led the Pledge of Allegiance.

## 2. Approval of Agenda

## **APPROVE**

Commissioner Angela Conley moved, seconded by Commissioner Jeff Lunde, to approve the Agenda.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner Conley,

Commissioner Lunde, Commissioner Edelson, and Commissioner Anderson

**Absent:** Commissioner Goettel

## 3. Hennepin Highlights

3.A. Hennepin University Partnership - presented by Amy Delahanty, Director of the Hennepin-University Partnership (HUP)

## 4. Minutes from Previous Meeting

4.A. July 8, 2025 Meeting Minutes

## **APPROVE**

Commissioner Kevin Anderson moved, seconded by Commissioner

## Heather Edelson, to approve the Minutes.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 5. Referral of Correspondence and Department Communications

Correspondence

#### CORRESPONDENCE REFERRED AS RECOMMENDED

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer as recommended.

Ave: Commissioner Fernando, Commissioner Greene, Commissioner Conley,

Commissioner Lunde, Commissioner Edelson, and Commissioner Anderson

Absent: Commissioner Goettel

## 5.A. **25N-0034**

Professional and Personal Service Agmts/Amds of \$100,000 or less which have been approved by Department Director, Assistant/County Administrator. Report Number: 25RAA-10

#### CORRESPONDENCE REFERRED AS RECOMMENDED

## 5.B. **25N-0035**

Letters - 1. 6/23/2025 - Kevin Griebenow, P.E., Regional Engineer, FERC - RE: St. Anthony Falls Hydroelectric Project. - 2. 7/2/2025 - Amy Spong, Deputy State Historic Preservation Officer, MNSHPO - RE: Nomination to National Register of Historic Places.

#### CORRESPONDENCE REFERRED AS RECOMMENDED

## 5.C. **25N-0036**

Claim/Summons - 1. Alia Sutor - RE: Alia Sutor v. Hennepin County. - 2. Said Islmail Jama - RE: Said Ismail Jama v. Hennepin County. - 3. Abdikatar Madar - RE: Abdikatar Madar v. Hennepin County. - 4. Shawn Owens - RE: Shawn Owens v. Hennepin County. - 5. Nicole Ramtahal - RE: Nicole Ramtahal v. Hennepin County. - 6. Marlene Sanchez Mendoza - RE: Marlene Sanchez Mendoza v. Hennepin County. - 7. Kenneth Shivers JR - RE: Motor Vehicle Damage.

#### CORRESPONDENCE REFERRED AS RECOMMENDED

**Department Communications** 

<u>Commissioner Lunde</u>: Spoke of Hmong Community Explore Your Parks Day.

<u>Commissioner Fernando</u>: Highlighted National Association of Counties Annual Conference and Awards.

5.D. **25-0321** 

Claims Register for the period ending August 1, 2025

#### REFER AS RECOMMENDED

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer as recommended the Resolution to the Board of Hennepin County Commissioners.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.E. **25-0322** 

Claims Register for the period ending August 8, 2025

#### REFER AS RECOMMENDED

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer as recommended the Resolution to the Board of Hennepin County Commissioners.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

Absent: Commissioner Goettel

Referred to Administration, Operations and Budget Committee

5.F. **25-0291** 

Ratification of permits, leases, lease amendments, and related property agreements approved by the County Administrator, period 04/01/25-06/30/25

## **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Ave: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.G. **25-0292** 

Neg Amd 1 to Agmt PR00002702 with Cyclomedia Technology, Inc. for panoramic images of properties in Hennepin County for an additional five-year period, 09/14/20-09/15/30, NTE \$1,864,245

## **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 5.H. **25-0293**

Neg Agmt LS00000039 with Minneapolis Public Housing Authority for rental space utilized by NorthPoint Health and Wellness Center at 1015 4th Avenue North, Minneapolis, 10/01/25-09/30/30 (\$28,204 first year gross rent)

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

#### 5.l. **25-0294**

Submission of general amendment to the 2021 HUD Annual Action Plan and HOME-ARP Allocation Plan; Neg Agmt A2512985 with City of Minnetonka for CDBG Program, 07/01/25-06/30/30, recv \$79,324; Termination of four CDBG Agreements

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 5.J. **25-0295**

Submission of substantial amendment to the 2022 and 2024 HUD Annual Action Plans; Neg 2 award modifications, 07/01/25-06/30/70, total combined NTE \$950,000; Neg 1 HOME Agreement, 8/13/25-8/12/70, NTE \$900,000

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.K. **25-0296** 

Accelerating zero-waste implementation in Minneapolis

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

5.L. **25-0297** 

County Board governance of Hennepin Healthcare System, Inc.

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Administration, Operations and Budget Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

#### Referred to Health Committee

5.M. **25-0298** 

Agmt PR00007654 with Parabon NanoLabs Inc, to provide forensic artist and sculpture services in creating 2D and 3D facial approximations, 08/01/25-07/31/30, NTE \$107,000

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Health Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

Referred to Human Services Committee

## 5.N. **25-0299**

Human Services & Public Health resolution, including contracts and amendments to contracts with provider - 2511

## **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Human Services Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

## 5.O. <u>25-0300</u>

Agmt A2513028 with MN Housing Finance Agency to accept grant funds from the FHPAP fund for the Homework Starts with Home program for unstably housed families with school-age children, 10/01/25-09/30/27 \$1,500,000 (recv)

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Human Services Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 5.P. **25-0301**

Agmt A2512992 with MN Housing Finance Agency to accept grant funds for the Family Homeless Prevention and Assistance Program for homelessness prevention and Rapid Re-Housing services for homeless persons, 10/01/25-09/30/27, \$8,075,000 (recv)

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Human Services Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

Referred to Law, Safety and Justice Committee

5.Q. **25-0302** 

Amd 1 to Agmt PR00002772 with Act One Group, Inc. to provide a jail management system for the Hennepin County Jail, 11/17/20-11/16/26, incr NTE by \$776,125 for a new total NTE of \$2,606,012.50

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Law, Safety and Justice Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

Absent: Commissioner Goettel

Referred to Public Works Committee

5.R. **25-0303** 

Agmt PR00007377 with Bridging, Inc., 09/01/25-12/31/27, NTE \$35,000 and Agmt PR00007376 with Certified Recycling LLC, 09/01/25-12/31/27, NTE \$160,000

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.S. **25-0304** 

Declare property at 8941 Portland Ave S, Bloomington surplus and authorize sale to Touchstone Mental Health for Intensive Residential Treatment Services

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Ave: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.T. **25-0305** 

Work Order PR00007648 with SRF Consulting Group, Inc. for design and engineering services for rehabilitation of Bridge No. 27565 and roadway improvements on CSAH 15, CP 2193000, NTE \$511,166.20

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.U. **25-0306** 

Modify Agmt PW 42-40-22 to include Edina's participation in maintenance responsibilities (CP 2190100), no change to project budget

#### REFER TO COMMITTEE

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.V. **25-0307** 

Neg Agmt PW 35-43-25 with Rogers for cost participation and maintenance of Fletcher Bypass (CP 2021000 and 1010101), est county cost \$3,533,985

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.W. **25-0308** 

Neg various agmts for Green Partners environmental grants for periods between 09/01/25-08/31/26 and 09/01/25-08/31/27, total NTE \$236,300

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

5.X. **25-0309** 

Neg various 2025 ERF grant agmts, total NTE \$1,866,428; neg ERF grant Agmt PR00007667 with St. Louis Park Economic Development Authority for costs incurred 02/11/22-05/10/26, NTE \$177,000; and Amd 2 to Agmt PR00004512 for ERF grant funding with St. Louis Park Economic Development Authority, ext end date to 11/15/27, no change to NTE

#### **REFER TO COMMITTEE**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to refer to committee the Resolution to the Public Works Committee.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

#### 6. Commendations

7. Commissioner Communications/Updates

**Commissioner Lunde: Spoke of Hmong Community Explore Your Parks Day.** 

<u>Commissioner Fernando:</u> Highlighted National Association of Counties Annual Conference and Awards.

8. Claims Register

8.A. **25-0260** 

Claims Register for the period ending July 11, 2025

#### APPROVE/RATIFY

Commissioner Kevin Anderson moved, seconded by Commissioner Angela Conley, to approve/ratify the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

8.B. **25-0261** 

Claims Register for the period ending July 18, 2025

## APPROVE/RATIFY

Commissioner Kevin Anderson moved, seconded by Commissioner Angela Conley, to approve/ratify the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

8.C. **25-0262** 

Claims Register for the period ending July 25, 2025

#### APPROVE/RATIFY

Commissioner Kevin Anderson moved, seconded by Commissioner Angela Conley, to approve/ratify the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

#### 9. Consent

Commissioner Angela Conley moved, seconded by Commissioner Kevin Anderson, to adopt the items in the consent agenda.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner Conley,

Commissioner Lunde, Commissioner Edelson, and Commissioner Anderson

Absent: Commissioner Goettel

9.A. **25-0263** 

Establish 2026 premium rates for self-insured dental care program applicable to employees, eligible dependents and retirees.

#### **ADOPT**

9.B. **25-0264** 

Neg Amd 2 to Reciprocal Use Agreement Agmt A199463 with NorthPoint Health and Wellness Center, Inc. for space within the NorthPoint Health and Wellness Center at 1313 Penn Avenue North, Mpls

#### **ADOPT**

9.C. **25-0265** 

Approve minor plan amendment to the Elm Creek Watershed Mgmt Plan; set Elm Creek Watershed Mgmt Commission 2026 max levy at \$630,000 for projects to improve water quality

#### ADOPT

9.D. **25-0266** 

Set Bassett Creek Watershed Mgmt Commission 2026 max levy at \$2,503,500 for projects to improve water quality and reduce flooding

#### **ADOPT**

9.E. **25-0267** 

Set Shingle Creek Watershed Mgmt Commission 2026 max levy at \$848,400 and West Mississippi Watershed Mgmt Commission 2026 max levy at \$106,050 for projects to improve water quality

#### **ADOPT**

## 9.F. **25-0268**

Amd 2 to Agmt A2211522 with the National Health Care for the Homeless Council for the Healthcare for the Homeless Program, ext end date to 12/31/25, no change in NTE

#### ADOPT

## 9.G. **25-0269**

JPA A2512919 with the MN Dept Veteran Affairs for mutual cooperation and funding for services for veterans experiencing homelessness, 07/01/25-06/30/26, \$300,000 (recv)

## **ADOPT**

## 9.H. **25-0270**

Human Services & Public Health resolution, including contracts and amendments to contracts with provider - 2510

## **ADOPT**

## 9.l. **25-0271**

Amd 1 to JPA A2412454 with the City of Bloomington to modify existing services of the Hennepin County Embedded Social Worker Program, 07/01/25-12/31/26

## **ADOPT**

## 9.J. **25-0272**

JPA A2512918 with the MN Dept of Veterans Affairs to provide 1.0 FTE Senior Veteran's Social Worker to address the need of income solutions for veterans, 07/01/25-06/30/26, \$100,000 (recv)

#### ADOPT

## 9.K. **25-0273**

Authorization to request a variance for the Lake Harriet Parkway paving project (CP 2240800), State Aid Project 027-600-012, no county cost

#### **ADOPT**

## 9.L. **25-0274**

Agmt PR00007213 with the Hennepin Recycling Group for an organics drop-off grant, 08/01/25-08/01/27, NTE \$15,000

## **ADOPT**

## 9.M. **25-0275**

Execute Contract No. CM00001439 with Millerbernd Manufacturing Co. to purchase traffic signal poles for maintenance replacements, est county cost \$2,000,000 (Fund 10)

#### **ADOPT**

## 9.N. **25-0276**

Agmt PW 34-40-25 with MnDOT to accept LBRP grant funds for Bridge No. 91131 replacement along CSAH 10 over Twin Lake Creek in Crystal and Brooklyn Center (CP 2200800); adjust budget; (county recv \$82,680)

#### **ADOPT**

## 9.O. **25-0277**

Neg Amd 1 to PW 05-44-25 with Three Rivers Park District for CSAH 66 multimodal safety improvements, CP 2211000, incr county NTE to \$1,048,000 (\$30,000 Property Tax, \$880,000 Transportation Advancement Account - Active Transportation, and \$138,000 Transportation Operations)

#### **ADOPT**

## 9.P. **25-0278**

Agmt PW 36-40-25 with MnDOT to accept federal force account funds for county-supplied signal equipment for CSAH 66 multimodal safety improvements (project 2211003, a subproject of 2211000); (county recv \$1,737,000)

#### **ADOPT**

## 9.Q. **25-0279**

Neg various grant agmts for Good Steward grant natural resource projects, total combined NTE \$61,442

## **ADOPT**

## 9.R. **25-0280**

Neg 12 Healthy Tree Canopy grant agmts, 08/01/25-07/31/26, grant total NTE \$332,731

#### **ADOPT**

## 9.S. **25-0286**

Modify Agmt A2512858 with HUD for 2025 HOME, 07/01/25-06/30/30, incr recv to \$1,564,635; Neg 1 award modification, 07/01/25-06/30/70, NTE \$385,172; Neg Amd 1 to Agmt PR00006192 with St. Louis Park HRA, 07/01/24-06/30/69, NTE \$495,000

#### ADOPT

## 9.T. **25-0287**

Neg Amd 1 to Agmt A2512991 with Tasks Unlimited Lodges, add three properties, amend and restate related documents, extend term to 12/19/30, incr NTE to \$538,380

#### **ADOPT**

## 9.U. **25-0288**

Negotiate Agmt with Region 8 Education Service Center (the Interlocal Purchasing System TIPS Purchasing Cooperative) to allow Hennepin County membership in the national purchasing cooperative at no cost to the County

#### **ADOPT**

## 9.V. **25-0289**

Negotiate Agmt with Public Promise Procurement to allow Hennepin County membership in the national purchasing cooperative at no cost to the County

## **ADOPT**

Commissioner Angela Conley moved, seconded by Commissioner Kevin Anderson, to adopt the Resolution .

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

#### 10. Non-Consent

## 10.A. **25-0290**

Amd 1 to Agmt PR00007378 with Miller & Chevalier Chartered for legal services, ext end date to 06/30/26, incr NTE by \$150,000

#### **ADOPT**

# Commissioner Heather Edelson moved, seconded by Commissioner Angela Conley, to adopt the Resolution .

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Edelson, and Commissioner Anderson

Nay: Commissioner Lunde

**Absent:** Commissioner Goettel

## 11. Progressed

#### 12. Old Business

#### 12.A. **25-0218 R1**

Loan to Hennepin Healthcare Systems, Inc. for capital medical equipment purchases

#### **REVISE**

Commissioner Irene Fernando moved, seconded by Commissioner Kevin Anderson, to revise the Resolution .

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 25-0218 R1 S1

Amend the 2025 Capital Budget to increase CP1007546 HHS Asset Preservation 2021-2025 for capital medical equipment purchases. Require HHS to purchase critical medical equipment in collaboration with the Hennepin County Purchasing and Contract Services Department and Hennepin County Office of Budget and Finance

#### **ADOPT**

Commissioner Irene Fernando moved, seconded by Commissioner Kevin Anderson, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Edelson, and Commissioner Anderson

Nay: Commissioner Lunde

**Absent:** Commissioner Goettel

## 13. Immediate Approvals

## 13.A. **25-0310**

Recognizing the 35 Year Anniversary of the Americans with Disabilities Act (ADA)

#### **ADOPT**

## Commissioner Angela Conley moved, seconded by Commissioner Irene Fernando, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

#### 13.B. **25-0311**

Establish a public hearing for comment on the program year 2024 Consolidated Annual Performance and Evaluation Report related to the HUD CDBG, HOME and ESG programs in suburban Hennepin County on Tuesday, September 16, 2025, at 1:30 p.m.

#### ADOPT

# Commissioner Jeff Lunde moved, seconded by Commissioner Kevin Anderson, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 13.C. <u>25-0312</u>

Labor Agreement with Hennepin County Sheriff's Deputies Association 01/01/25-12/31/27

## **ADOPT**

# Commissioner Irene Fernando moved, seconded by Commissioner Jeff Lunde, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

13.D. **25-0313** 

Amd 3 to Agmt A2311867 with MN Housing Finance Agency accepting grant funds for the FHPAP for homeless prevention (HP) and rapid rehousing (RRH) services for homeless persons to revise the grant budget and workplan to move \$830,563 from RRH to HP services; no change to term or recv amt

#### **ADOPT**

Commissioner Jeff Lunde moved, seconded by Commissioner Heather Edelson, to adopt Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

13.E. **25-0314** 

Agmt PR00007629 with Unparalleled Security L.L.C., to provide security staffing at Hennepin County facilities, 07/29/25-07/28/27, NTE \$7,781,576

#### **ADOPT**

Commissioner Irene Fernando moved, seconded by Commissioner Angela Conley, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

13.G. **25-0316** 

Approve agreement to purchase Family and Medical Leave (PFML) insurance benefits on behalf of Hennepin County

#### **ADOPT**

Commissioner Kevin Anderson moved, seconded by Commissioner Marion Greene, to adopt the Resolution.

Ave: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 13.F. **25-0315**

Negotiate Agreement with Nationwide to administer a 457(b) Deferred Compensation Plan on behalf of Hennepin County, rescinding BAR 25-0144 and BAR 25-0145 dated April 29, 2025

## **REVISE**

Commissioner Kevin Anderson moved, seconded by Commissioner Marion Greene, to revise the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

**Commissioner Anderson** 

**Absent:** Commissioner Goettel

## 25-0315 R1

Negotiate Agreement with Nationwide to administer a 457(b) Deferred Compensation Plan on behalf of Hennepin County, rescinding BAR 25-0144 and BAR 25-0145 dated April 29, 2025

#### **ADOPT**

Commissioner Marion Greene moved, seconded by Commissioner Kevin Anderson, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

Absent: Commissioner Goettel

13.H. **25-0317** 

Appointment of Jodi Wentland as County Administrator, effective 08/01/2025

#### ADOPT

County Administrator David Hough gave an opening statement and speech outlining his career at Hennepin County and welcoming incoming County Administrator Jodi Wentland. Ms. Wentland thanked staff and Commissioners for the opportunity to serve as the new County Administrator. Commissioner Irene Fernando moved, seconded by Commissioner Angela Conley, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 13.l. **25-0318**

Adoption of changes to leadership structure for the Hennepin County organizational chart; renaming of disparity elimination line of business, effective August 1, 2025

## **ADOPT**

Commissioner Irene Fernando moved, seconded by Commissioner Angela Conley, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

**Absent:** Commissioner Goettel

## 13.J. **25-0319**

Confirmation of the appointment of Daniel Rogan to the unclassified position of deputy county administrator, effective August 1, 2025; continued appointment to the offices of County Treasurer/Auditor and Director of Licensing

#### **ADOPT**

Mr. Rogan thanked staff and Commissioners for the opportunity to serve as the new deputy county administrator. Commissioner Marion Greene moved, seconded by Commissioner Heather Edelson, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley. Commissioner Lunde. Commissioner Edelson. and

**Commissioner Anderson** 

Absent: Commissioner Goettel

13.K. **25-0320** 

Confirmation of the appointment of Kareem Murphy to the unclassified position of deputy county administrator, effective August 1, 2025

#### **ADOPT**

Mr. Murphy thanked staff and Commissioners for the opportunity to serve as the new deputy county administrator. Commissioner Kevin Anderson moved, seconded by Commissioner Angela Conley, to adopt the Resolution.

Aye: Commissioner Fernando, Commissioner Greene, Commissioner

Conley, Commissioner Lunde, Commissioner Edelson, and

Commissioner Anderson

Absent: Commissioner Goettel

Chair Irene Fernando gave closing remarks regarding this being the final Board meeting attended by County Administrator David Hough prior to his retirement and welcome incoming County Administrator Jodi Wentland. On a motion by Commissioner Marion Greene, seconded by Commissioner Heather Edelson, the Hennepin County Board of Commissioners meeting was declared adjourned at 2:56 p.m. until August 12, 2025.

Maria Rose Clerk to the County Board

Contracting opportunities can be found on the Hennepin County website: www.hennepin.us

300 South Sixth Street Minneapolis, MN 55487-0240

## **HENNEPIN COUNTY**

## **MINNESOTA**

## **Board Action Request**

#### 25N-0037

## **Item Description:**

Professional and Personal Service Agmts/Amds of \$100,000 or less which have been approved by Department Director, Assistant/County Administrator. Report Number: 25RAA-11

## **Background:**

Pursuant to County Board resolution 98-4-233 (Purchasing Rules), the County Board delegated to the County Administrator and Assistant County Administrators the authority to enter into professional, personal and human service agreements of \$25,000 or less on behalf of the county. Under these rules, agreements are then to be communicated to the Board for its information.

Resolution 02-8-500 increased the authority of the County Administrator to enter into professional and personal service agreements of \$50,000 or less.

Resolution 19-0325R1 further increased the authority of the County Administrator to enter into professional and personal service agreements of \$100,000 or less.

This BAR continues communication of these agreements to the Board.

## **Request for Administrative Approval Report**

Report Communicated: August 12, 2025

BAR: 25N-0037

	Agreement #	Contractor	Summary of Services	Term Begin Date	Term End Date	Contract Amount
Atte	orney's Office					
	PR00007113	Davis and Egberg, PLLC	Amd 1 to Agmt PR00007113 with Davis and Egberg, PLLC to provide collateral consequences consultation, 02/10/2025-12/31/2025, NTE \$7,500.00.	2/10/2025	12/31/2025	\$7,500.00
Cou	ınty Administra	ition				
	PR00007701	The Axtell Group	Agmt PR00007701 with The Axtell Group to provide EMS Study, 07/31/2025-10/31/2025, NTE \$60,000.00.	7/31/2025	10/31/2025	\$60,000.00
	PR00007703	Croston, James K.	Agmt PR00007703 with Croston, James K. to provide HHS Consulting, 07/31/2025-07/31/2026, NTE \$100,000.00.	7/31/2025	7/31/2026	\$100,000.00
Env	ironment and I	Energy				
	PR00007213	City of Brooklyn Center	Agmt PR00007213 with City of Brooklyn Center to provide residential organics drop off site, 06/01/2025-06/01/2027, NTE \$15,000.00.	6/1/2025	6/1/2027	\$15,000.00
	PR00007555	Erdmann, Paul W.	Agmt PR00007555 with Erdmann, Paul W. to provide 2025 Good Steward Grant, 07/24/2025- 12/31/2026, NTE \$6,966.00.	7/24/2025	12/31/2026	\$6,966.00

	Agreement #	Contractor	Summary of Services	Term Begin Date	Term End Date	Contract Amount
	PR00007561	The Preserve Association	Agmt PR00007561 with The Preserve Association to provide 2025 Good Steward Grant, 08/01/2025-12/31/2026, NTE \$25,000.00.	8/1/2025	12/31/2026	\$25,000.00
Hen	nepin Health					
	PR00007548	Collective Medical Technologies, Inc.	Agmt PR00007548 with Collective Medical Technologies, Inc. to provide medical alerts for members who enter the hospital or an ER., 07/01/2025-07/01/2030, NTE \$1.00.	7/1/2025	7/1/2030	\$1.00
Libr	ary					
	PR00001256	ByWater Solutions, LLC	Amd 1 to Agmt PR00001256 with ByWater Solutions, LLC to provide integrated library solutions, 06/12/2019-11/04/2027, NTE \$65,176.50.	6/12/2019	11/4/2027	\$65,176.50
	PR00007632	WeePaints Events Cooperative LLC	Agmt PR00007632 with WeePaints Events Cooperative LLC to provide facepainting and balloon manipulation program at North Regional Library, 08/01/2025- 08/16/2025, NTE \$1,000.00.	8/1/2025	8/16/2025	\$1,000.00
	PR00007651	Snake Discovery, LLC	Agmt PR00007651 with Snake Discovery, LLC to provide nature education program with live animals, 08/13/2025-08/17/2025, NTE \$258.00.	8/13/2025	8/17/2025	\$258.00

300 South Sixth Street Minneapolis, MN 55487-0240

# **HENNEPIN COUNTY**

## **MINNESOTA**

## **Board Action Request**

## 25N-0038

## **Item Description:**

Claim/Summons - 1. Allison Obrovac - RE: Property Damage Claim. - 2. Hassan Hassan - RE: Hassan Hassan v. Hennepin County.



## BOARD OF HENNEPIN COUNTY COMMISSIONERS

#### A-2400 GOVERNMENT CENTER MINNEAPOLIS, MINNESOTA 55487-0240

July 29, 2025

Allison Obrovac Accorde Orthodontists 6810 Hemlock Ln N Maple Grove, MN 55369

Dear Allison Obrovac:

RE: Property Damage Claim

Your communication dated July 23, 2025, which was served by mail on July 29, 2025, will be formally recorded on the Communications List of the Hennepin County Board of Commissioners next meeting on August 12, 2025. The communication has been forwarded to the Civil Division of the Hennepin County Attorney's Office for investigation and further action. The investigation may not be completed until after the meeting date. You will be hearing from that office when the investigation is completed.

If you have further questions about this, you may contact the Hennepin County Attorney's Office at 612-348-5518.

Sincerely,

Sheri Selton

Deputy Clerk to the County Board

įν

cc: Ben Schweigert



## BOARD OF HENNEPIN COUNTY COMMISSIONERS

### A-2400 GOVERNMENT CENTER MINNEAPOLIS, MINNESOTA 55487-0240

August 8, 2025

Hassan Hassan 775 Roundhouse Street Shakopee, MN 55379

Dear Hassan Hassan:

RE: Hassan Hassan v. Hennepin County

Your communication dated August 1, 2025, which was served by mail on August 8, 2025, will be formally recorded on the Communications List of the Hennepin County Board of Commissioners next meeting on August 12, 2025. The communication has been forwarded to the Civil Division of the Hennepin County Attorney's Office for investigation and further action. The investigation may not be completed until after the meeting date. You will be hearing from that office when the investigation is completed.

If you have further questions about this, you may contact the Hennepin County Attorney's Office at 612-348-5518.

Sincerely,

Sheri Selton

Deputy Clerk to the County Board

em

cc: Ben Schweigert

300 South Sixth Street Minneapolis, MN 55487-0240

# **HENNEPIN COUNTY**

## **MINNESOTA**

## **Board Action Request**

## 25N-0039

## **Item Description:**

Letter - 1. Minnesota House of Representatives - RE: Opposition to the proposed takeover of the Hennepin Healthcare System (HHS) Board.



## **Minnesota House of Representatives**

August 11, 2025

Hennepin County Board of Commissioners 300 South Sixth Street, Minneapolis, MN 55487

Dear Hennepin County Board of Commissioners,

We write to express strong opposition to the proposed takeover of the Hennepin Healthcare System (HHS) Board by the Hennepin County Board of Commissioners. This move is deeply concerning and, in our view, misguided.

Operating a Level I trauma hospital is an extraordinarily complex undertaking. It demands not only administrative acumen but also deep expertise in healthcare delivery, hospital finance, clinical operations, and regulatory compliance. County elected officials, while undoubtedly committed to public service, do not possess the specialized experience required to effectively govern such a sophisticated institution. Replacing a board composed of healthcare professionals and subject-matter experts with one driven by political appointments risks undermining the very foundation of HHS's excellence.

Moreover, the County Board has obstructed the HHS Board's efforts to implement long-term strategic changes that the hospital itself identified as essential to improving financial solvency. These proposed reforms—grounded in data, operational insight, and clinical realities—were designed to ensure the sustainability of care for the community and the solvency of the hospital. Yet they were denied or delayed by the County Board, whose decisions appear more politically motivated than fiscally or medically sound. This pattern of interference has only exacerbated the financial pressures facing HHS.

The challenges facing hospitals today are not rooted in governance—they are financial. Rising costs, workforce shortages, and inadequate reimbursement rates are placing immense strain on healthcare systems across the country. The state and federal government share these costs along with the financial consequences of program expansions. In particular, the Minnesota State Legislature bears responsibility for adding optional services to our public healthcare programs while consistently failing to prioritize hospital reimbursement rates that cover the actual cost of care. This unsustainable dynamic is what threatens the viability of institutions like HHS—not the structure of their governance.

Rather than pursuing a full takeover, the County Board should consider more constructive and collaborative alternatives:

- **Develop a joint restructuring plan**: Collaborate with the HHS Board and healthcare experts to create a hospital restructuring plan with measurable indicators of progress toward financial recovery.
- Engage with the MN Department of Human Services: Work closely with DHS to ensure transparency and maximize the full benefit of the Directed Hospital Payment Program, which is critical to HHS's financial health.
- Clarify financial reporting: Improve the County Board's own transparency by clearly differentiating between unpaid claims and the uncompensated care formula payments provided to the hospital. This distinction is vital for public understanding and accountability.
- **Limit direct involvement:** If the county board dissolves the HHS board, do so only after a restructuring/transition plan is adopted by the HHS Board and County Board and limit direct County Commissioner involvement to one-year, allowing time for stabilization without long-term politicization.

HHS is a critical safety-net provider for our community. It serves some of the most vulnerable populations in the state and does so with a level of clinical sophistication that few institutions can match. Undermining its governance structure will not solve its financial challenges. Instead, it risks destabilizing a system that countless residents rely on for life-saving care.

No matter who runs the hospital, financial problems will persist. However, if the county board takes over without first solving the core funding issues—and keeps rejecting strategies that other successful health systems have used to recover from financial losses—then the only remaining way to cover budget gaps will be to increase property taxes.

Lawmakers have already proposed legislation to block actions like this and protect Hennepin Healthcare's independence. If the board proceeds, it will likely face renewed scrutiny from legislators concerned about the harm to patients, providers, and taxpayers.

I urge you to reconsider this proposal and instead focus on advocating for sustainable funding models at the state level. Let the experts continue to lead HHS and let the County Board focus on supporting their work—not replacing it.

Sincerely,

MN State Representative Danny Nadeau

District 34A Rep.Danny.Nadeau@House.Mn.Gov MN State Senator Warren Limmer

District 37

Sen.Warren.Limmer@mnsenate.gov

Adm

MN State Representative Andrew Myers District 45A

Rep.Andrew.Myers@house.mn.gov

Tothin

MN State Representative Kristin Robbins District 37A

Rep.Kristin.Robbins@house.mn.gov

MN State Representative Jeff Backer District 9A Rep.Jeff.Backer@house.mn.gov

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0335

#### **Item Description:**

Claims Register for the period ending August 15, 2025

#### Resolution:

BE IT RESOLVED, that the claims register for the period ending August 15 2025, be ratified.

#### **Background:**

Resolution 07-4-154R1 delegated to the County Administrator and County Controller the authority to pay all claims of the County with subsequent ratification by the Board of Commissioners. Pursuant to Resolution 07-4-154R1 and Minnesota Statute 375.18, the list of all claims paid since the last regularly scheduled Board meeting is now presented to the Board for informational purposes and ratification. The Claims Register is on file with the Clerk of the Board.

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0336

#### **Item Description:**

Claims Register for the period ending August 22, 2025

#### Resolution:

BE IT RESOLVED, that the claims register for the period ending August 22, 2025, be ratified.

#### **Background:**

Resolution 07-4-154R1 delegated to the County Administrator and County Controller the authority to pay all claims of the County with subsequent ratification by the Board of Commissioners. Pursuant to Resolution 07-4-154R1 and Minnesota Statute 375.18, the list of all claims paid since the last regularly scheduled Board meeting is now presented to the Board for informational purposes and ratification. The Claims Register is on file with the Clerk of the Board.

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0337

#### **Item Description:**

Claims Register for the period ending August 29, 2025

#### Resolution:

BE IT RESOLVED, that the claims register for the period ending August 29, 2025, be ratified.

#### **Background:**

Resolution 07-4-154R1 delegated to the County Administrator and County Controller the authority to pay all claims of the County with subsequent ratification by the Board of Commissioners. Pursuant to Resolution 07-4-154R1 and Minnesota Statute 375.18, the list of all claims paid since the last regularly scheduled Board meeting is now presented to the Board for informational purposes and ratification. The Claims Register is on file with the Clerk of the Board.

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0338

#### **Item Description:**

Claims Register for the period ending September 5, 2025

#### Resolution:

BE IT RESOLVED, that the claims register for the period ending September 5, 2025, be ratified.

#### **Background:**

Resolution 07-4-154R1 delegated to the County Administrator and County Controller the authority to pay all claims of the County with subsequent ratification by the Board of Commissioners. Pursuant to Resolution 07-4-154R1 and Minnesota Statute 375.18, the list of all claims paid since the last regularly scheduled Board meeting is now presented to the Board for informational purposes and ratification. The Claims Register is on file with the Clerk of the Board.

## HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0326

#### Item Description:

Agmt A2512864 with MPCA to host an AmeriCorps member from MN GreenCorps - Climate and Resiliency, direct resident engagement, 10/13/25-09/04/26

#### WHEREAS:

WHEREAS, the Hennepin County Climate and Resiliency Department has applied for and been selected to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA) for the 2025-2026 program year; and

WHEREAS, the county is committed to implementing the proposed project as described in the application submitted by the county and in accordance with the position description; and

WHEREAS, the MPCA requires that the county enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities.

#### Resolution:

BE IT RESOLVED, that Agreement A2512864 with the Minnesota Pollution Control Agency for the provision of a host site to an AmeriCorps member from Minnesota GreenCorps, during the period October 13, 2025, through September 4, 2026, be approved; and that the County Administrator be authorized to sign the agreement on behalf of the county.

#### **Background:**

Launched in 2009, MN GreenCorps is a statewide program to help preserve and protect Minnesota's environment while training a new generation of environmental professionals. This program places AmeriCorps members with local governments, educational institutions, and non-profit organizations around Minnesota to serve for 11 months on environmental projects. The MPCA coordinates the program and pays the GreenCorps member's stipend and benefits while working for the host organization. GreenCorps members earn a living allowance disbursed every two weeks in payments of \$1,150, free mental health services with counseling, student loan forbearance on eligible loans, and an education award of \$7,395 for education expenses or qualified student loans. Members also receive training from the MPCA, develop green job skills, gain professional experience, network with environmental professionals, and are paired with a mentor who provides ongoing guidance.

This program is very successful in identifying capable and passionate people interested in working in the environmental field. The Environment and Energy Department has previously hosted MN GreenCorps members to assist in recycling, waste reduction, environmental education and forestry. The county has hired several of these past GreenCorps members as permanent staff.

**Current Request:** This request is for authorization to approve Agreement A2512864 with the MPCA to host a member from MN GreenCorps during the period of October 13, 2025 through September 4, 2025, and that the County Administrator be authorized to sign the agreement on behalf of the county. The GreenCorps member will assist Climate and Resiliency's Resiliency division through direct resident engagement, development of

#### 25-0326

communication resources, and data analysis to promote and advance energy efficiency, electrification, and renewable energy.

The MPCA will cover the GreenCorps member's compensation and provide training and mentoring. The department will provide daily supervision and oversight of the work of the GreenCorps member to support the county's Climate Action Plan. Climate and Resiliency also will provide access to a computer, a telephone and access to office space in support of a hybrid work environment.

**Impact/Outcomes:** The county will be assigned a MN GreenCorps member beginning in October 2025. The outcomes of hosting the GreenCorps member will support the county's climate action and disparity reduction efforts through direct resident engagement and the development of communications resources.

Approval of this agreement supports the county's efforts to reduce disparities by conducting engagement with residents that have been historically marginalized and ensuring communications are culturally relevant.

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0327

#### **Item Description:**

Authorize county staff to pursue 2026 state general obligation bonding appropriations

#### Resolution:

BE IT RESOLVED, that the Hennepin County Board of Commissioners does hereby authorize county staff to request 2026 state general obligation bonding appropriations for:

- Recycling Recovery Facility (\$26.0 million seeking to reallocate the \$26 million in State bonds from 2023 that were identified for the Anaerobic Digestion Facility project)
- West Broadway Safety and Mobility Improvements (\$10.1 million)
- Washington Avenue Multimodal Reconstruction (\$6.5 million)

BE IT FURTHER RESOLVED, that the Hennepin County Board of Commissioners supports the efforts of others in their request for 2026 state general obligation appropriations:

- Avivo (\$26.7 million; received \$1.7 million bonds in 2020 for design)
- St. David's (\$10 million)

BE IT FURTHER RESOLVED, that the Hennepin County 2025 legislative platform be updated to include the projects and requested state bonding amounts noted above.

#### **Background:**

Pursuant to Minnesota Statutes 16A.86, the Minnesota Department of Management & Budget has solicited requests from local governments for possible inclusion within the State's 2026 capital bonding appropriation. The requests are preliminarily submitted to the state in June 2025, with final signoff scheduled for October 2025.

County staff has reviewed the Board approved 2025-2029 Capital Improvement Program and other projects consistent with prior Board Briefings and determined that the county projects noted above are strong candidates for state bonding due to their significant regional impact.

- The Recycling Recovery Facility (CP 1010846) is a high priority for Hennepin County due to zerowaste goals set in the Solid Waste Management Plan, Climate Action Plan and the plan to Reinvent Hennepin County's Solid Waste System. Recycling recovery facilities have the highest diversion potential of all the actions identified in the county's Zero Waste Plan diverting 25% of the materials in the trash to recycling instead. In 2023, this effort received \$26.0 million in state bonding for the proposed Anaerobic Digestion Facility. The county is seeking to repurpose this prior funding allocation for the Recycling Recovery Facility in Brooklyn Park.
- West Broadway is identified as a high-crash corridor by the City of Minneapolis and Hennepin County. Investment in this half-mile portion of West Broadway is needed to address traffic safety issues, poor pavement condition and needed multi-modal connections along a key commercial corridor in North Minneapolis adjacent to the METRO Blue Line Extension (BLE) light rail project.
- The Washington Avenue multimodal reconstruction project will improve mobility and safety for all roadway users, as well as multimodal connectivity throughout Cedar-Riverside, a legacy neighborhood

#### 25-0327

between the University of Minnesota and Downtown Minneapolis. This project will implement first and last mile connections for the planned H Line Arterial Bus Rapid Transit project, tentatively scheduled to begin service in 2029, in close coordination with Metro Transit.

In certain circumstances, the county has supported state bonding requests from other entities when it is in the best interest of Hennepin County and our residents. The county may act as fiscal agent for up to three non-county entities that meet the county's requirements as approved in Resolution 21-0472. For 2026, the following projects have met these requirements.

- Avivo has requested the county's continued support for renovations and additions to their Minneapolis campus. In 2020, Avivo received \$1.7 million in state bonding to support predesign and design services efforts.
- St. David's Center is requesting support for their bonding request toward the renovation of their Minneapolis campus to help children with developmental and emerging mental health needs.

## **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0328

#### **Item Description:**

Human Services & Public Health resolution, including contracts and amendments to contracts with provider - 2512

#### Resolution:

BE IT RESOLVED, that the contracts, contract amendments and administrative actions of the Human Services & Public Health Department and Department of Community Corrections and Rehabilitation made pursuant to chapters 256E and 393 of Minnesota Statutes, as detailed in Human Services & Public Health Contract Report 2512 be approved; that the report be filed in Contract Management Services; that the Chair of the Board be authorized to sign the contracts, contract amendments, and administrative actions on behalf of the County; and that the Controller be authorized to disburse funds as directed. Such contracts are subject to ministerial adjustment when such adjustments are done within the constraints of the approved Hennepin County Budget and when signed by the County Department Director or Designee.

#### **Background:**

The contracted dollar amounts are based on estimates of program costs and/or utilization during prior periods. Funding for each contract is provided for within service categories in the Human Services & Public Health Department and Department of Community Corrections and Rehabilitation approved annual budgets. Occasionally new services are implemented which are not in the budget, but which are fully funded under state or federal grants or other new funding.

Contracted dollar estimates are based upon prior year usage and are subject to fluctuation in placement patterns, service need, and cost shifts. Therefore, it may be necessary to process ministerial adjustments to contracts to increase or decrease contract amounts or to make minor service changes consistent with the department budget and strategic plan. Placement agreements are also processed administratively.

Contracts include services in the following areas: adult mental health; developmental disabilities; chemical health; adult housing; early intervention and family intervention services, interpreter services, health services, welfare advocacy, and various other human services. Expectations for ongoing outcome measurement are included in all new, renewal, or extended contracts. Outcome measures, which are developed by the county and contracted providers, assess the effectiveness of a service and its impact on an eligible recipient's condition or functioning level. Outcome information is used to modify or improve programs as well as to evaluate effectiveness of different types of intervention and providers. A detailed listing of the specific actions requested by this BAR and an explanation of all unusual items is reflected in the summary of the report.

## **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0329

#### **Item Description:**

Service Level Agreement with Hennepin Health System supporting the Hennepin Emergency Medical Services program, adding \$170,658 supp appr to HSPH 2025 budget

#### Resolution:

BE IT RESOLVED, that a supplemental appropriation in the amount of \$170,658 be added to the 2025 Human Services and Public Health budget, including an addition of 2.0 Limited Duration FTE Social Worker positions, be approved;

#### Background:

On July 16, 2025, a Service Level Agreement with Hennepin Health System (HHS) supporting the Hennepin Emergency Medical Services program was approved by County Administration. The Service Level Agreement approved embedding two HSPHD Social Workers into the Emergency Department (ED) to support Hennepin EMS. These efforts will support the population, include residents who are high utilizers of the emergency department and often have complex needs with increased demands for mental health and substance use supports. The ability to leverage clinical expertise, infrastructures in Human Services, and community resources can help residents get connected to timely and appropriate resources while also reducing the volume of need represented in the ED.

This request is to add two 2.0 Limited Duration FTE Human Services Social Worker positions that will provide behavioral health and county resource navigation to clients. HHS will cover 100% of personnel salary and benefits of 2.0 limited duration FTE Social Workers.

This request supports the county's identified priorities and goals for the disparity reduction Health domain by focusing on achieving health equity where every person feels they have the opportunity to attain their highest health potential, and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances.

20	Fund	Dept. l	HNGP Rudge Project	+ Account	Amount	Nas		loh Clacc	Job Stattis/Pe
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		52300	b .	50817		68	263		
				Takal					

Recommendation from County Administrator: Choose an item.

## HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0330

#### Item Description:

Agmt A189442 with MPCA to host an AmeriCorps member from MN GreenCorps - Environment & Energy, Land & Water Unit. 10/08/25-09/04/26

#### WHEREAS:

WHEREAS, the Hennepin County Environment and Energy Department has applied for and been selected to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA) for the 2025-2026 program year; and

WHEREAS, the county is committed to implementing the proposed project as described in the application submitted by the county and in accordance with the position description; and

WHEREAS, the MPCA requires that the county enter into a host site agreement with the MPCA that identifies the terms, conditions, roles, and responsibilities.

#### Resolution:

BE IT RESOLVED, that Agreement A189442 with the Minnesota Pollution Control Agency for the provision of a host site to an AmeriCorps member from Minnesota GreenCorps during the period, October 8, 2025 through September 4, 2026, be approved; and that the County Administrator be authorized to sign the agreement on behalf of the county.

#### **Background:**

Launched in 2009, Minnesota GreenCorps is a statewide program to help preserve and protect Minnesota's environment while training a new generation of environmental professionals. This program places AmeriCorps members with local governments, educational institutions, and non-profit organizations around Minnesota to serve for 11 months on environmental projects. The MPCA coordinates the program and pays the GreenCorps member's stipend and benefits, including health insurance, assistance with student loan forbearance, and education expenses while working for the host organizations. Members also receive training from the MPCA, develop green job skills, gain professional experience, network with environmental professionals, and are paired with a mentor who provides ongoing guidance.

This program is very successful in identifying capable and passionate people interested in working in the environmental field. The Environment and Energy Department has previously hosted Minnesota GreenCorps members to assist in recycling, waste reduction, environmental education, forestry, and water quality. Several past GreenCorps members have been hired after their service as permanent staff.

**Current Request:** This request is for authorization to approve Agreement A189442 with the MPCA to host a member from Minnesota GreenCorps during the period of October 8, 2025 through September 4, 2026. The GreenCorps member will be placed with Environment and Energy's Land & Water Unit to assist with educating residents in partnership with the West Metro Water Alliance and its participating watershed management organizations of Bassett Creek, Elm Creek, Shingle Creek and West Mississippi and their cities. The GreenCorps member will work on reducing chloride, nutrient, and sediment pollution through water quality

#### 25-0330

improvement projects, and encourage practices that protect water quality among residents, businesses, and communities.

Funding for this position is provided by AmeriCorps and the MPCA. As noted in Agreement A189442, if funding is cut or reduced prior to or during the program year, Hennepin County is not obligated to continue being a host site for the GreenCorps member.

**Impact/Outcomes:** This action will support the county's disparity elimination and climate action priorities through expanded conservation and outreach work in areas of the county identified for environmental justice concern and engage residents most vulnerable to the impacts of climate change

## HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0331

#### **Item Description:**

Authorization to acquire right of way by direct purchase or condemnation for various transportation projects

#### Resolution:

BE IT RESOLVED, that the construction, reconstruction or other work of the County Projects identified in Attachment A are necessary for the safe use and travel of the public on the roads and related infrastructure associated with each project and that the County Projects identified are for a public purpose and for public use; and

BE IT FURTHER RESOLVED, that the use of the "quick take" procedures of Chapter 117 of Minnesota Statues is necessary and expedient to allow for the funding and the timely construction, reconstruction or other work of the County Projects; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to acquire fee title and/or easements necessary for funding and completion of the transportation projects identified in this request by negotiation or condemnation, that upon review and approval by the County Attorney's Office, the County Administrator be authorized to sign purchase agreements and deeds accepting the acquired fee title on behalf of the county, and that the Chair and Clerk of the Board be authorized to execute any documents relating to and necessary for said acquisitions on behalf of the county.

#### **Background:**

Transportation projects may require the acquisition of property rights in fee title or easements to accommodate the public improvements. While most acquisitions have modest or partial impacts, there are occasions when an entire property is required.

**Current Request:** This request is to authorize the County to acquire all required property interests related to the following County Projects (CPs) along the County State Aid Highways (CSAHs) identified below:

- CP 2167900, CSAH 5 (Minnetonka Boulevard Minnetonka and St. Louis Park)
- CP 2240200, CSAH 12 (Dayton River Road Champlin)
- CP 2240600, CSAH 12 (Dayton River Road Dayton)
- CP 2220901, CSAH 13 (Brockton Lane Dayton and Rogers)
- CP 2193000, CSAH 15 (Shoreline Drive Orono and Wayzata)
- CP 2191400, CSAH 19 (CSAH 19 and 109th Avenue Hanover and Corcoran)
- CP 2142100, CSAH 23 (Marshall Street Minneapolis)
- CP 2932400, CSAH 30 (93rd Avenue Brooklyn Park, Osseo, and Maple Grove)
- CP 2120700, CSAH 32 (Penn Avenue Richfield)
- CP 2220902, CSAH 50 (Rebecca Park Trail Corcoran, Greenfield, and Rockford)
- CP 2143101, CSAH 52 (Nicollet Avenue Bloomington)
- CP 2143102, CSAH 52 (Nicollet Avenue Bloomington)
- CP 2250400, CSAH 66 (Broadway Street Minneapolis)

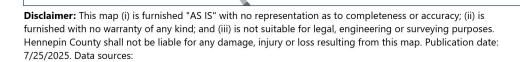
#### 25-0331

- CP 2240700, CSAH 152 (Cedar Avenue Minneapolis)
- CP 2221000, CSAH 152 (Washington Avenue Minneapolis)

**Impacts/Outcomes:** Approval of this request will allow for the timely acquisition of property interests to construct transportation improvements.

# Right of Way Acquisitions Various Transportation Roads & Bridge Projects | Hennepin County Public Works Wright County Anoka County 100 **Carver County**

**Scott County** 





Dakota County

Project Location



## CP 2167900 CSAH 005 (Minnetonka Blvd) Reconstruction in Minnetonka and St. Louis Park BNSF Railroad Cedar Lake Rd HANNON LAKE 28th St W Greenbrier Rd MINNETONKA **■**Minnetonka**■**Blvd 169 ST. LOUIS PARK as Ave S Aquila Park Puila Lns **Commissioner District** Wright Oak Ridge Rd HOPKINS Anoka Aquila Ave S Key Carver **Project Location** Scott Dakota 36th St v

BAR map date: 7/24/2025

0 0.15 0.3 Miles



# CP 2240200 CSAH 012 (Dayton River Rd) Reconstruction in Champlin Donie Galloway Park **Anoka County** Valley Forge L $_{\it N}$ DAYTON Dayton River Rd CHAMPLIN MISSISSIPPI RIVER **Commissioner District** Wright Anoka Dean Ave W French Lake Rd French Lake Rd Cartway Rd De

BAR map date: 7/24/2025

Elm Creek Park Reserve

Key

Project Location

0 0.15 0.3 Miles

Carver

Scott



Dakota

CSAH 012 (Dayton River Rd) Reconstruction in Dayton



BAR map date: 7/24/2025







BAR map date: 7/24/2025

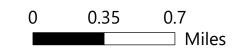
0 0.7 1.4 Miles



CSAH 015 (Shoreline Dr) Reconstruction and Bridge Preservation in Orono and Wayzata

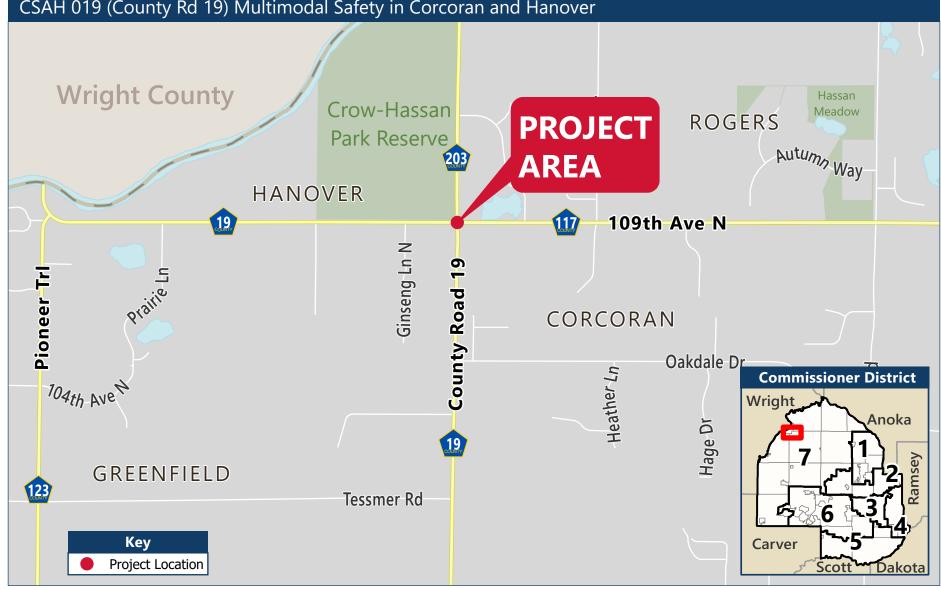


BAR map date: 7/23/2025





CSAH 019 (County Rd 19) Multimodal Safety in Corcoran and Hanover

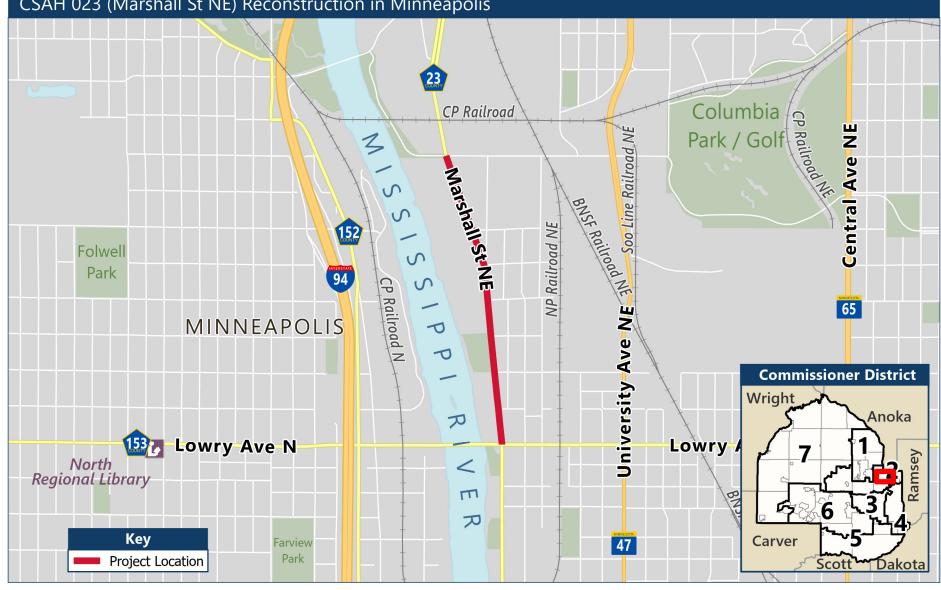


BAR map date: 7/23/2025

0 0.25 0.5 Miles



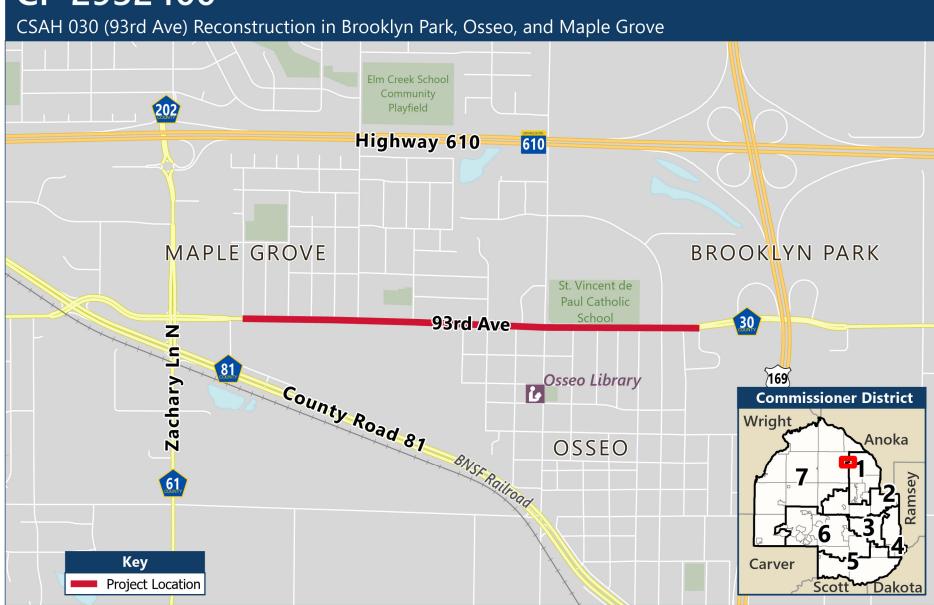
CSAH 023 (Marshall St NE) Reconstruction in Minneapolis



BAR map date: 7/24/2025





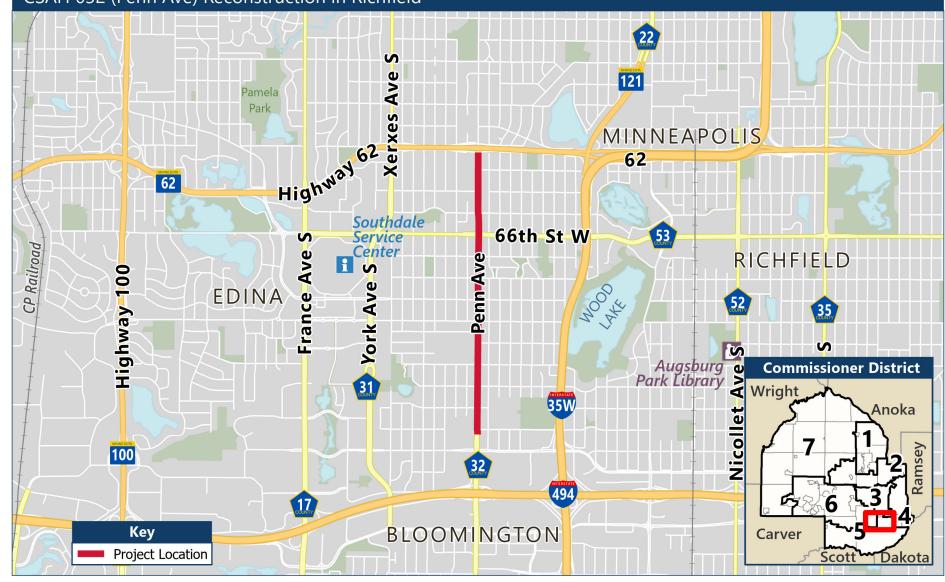


BAR map date: 7/24/2025

0 0.2 0.4 Miles



CSAH 032 (Penn Ave) Reconstruction in Richfield

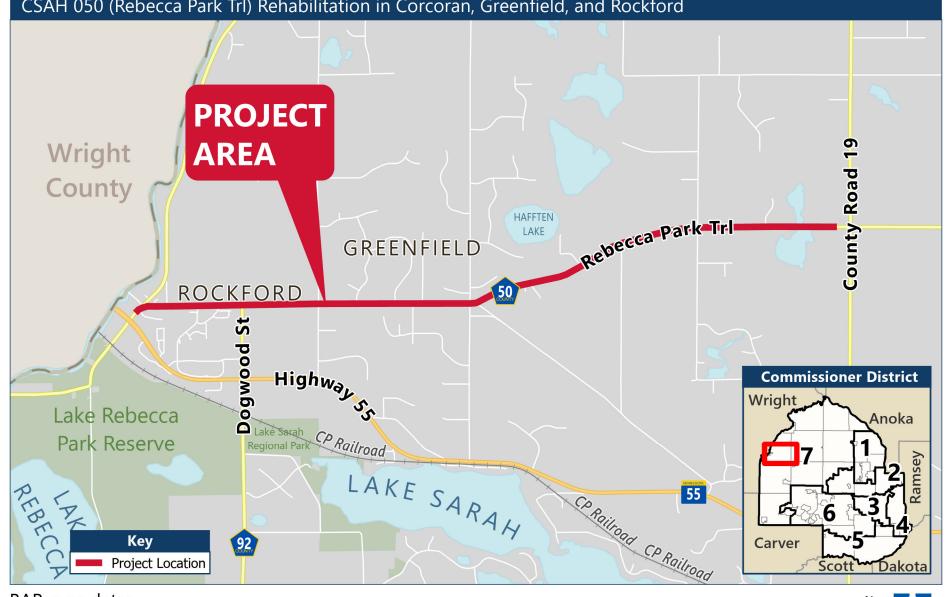


BAR map date: 7/24/2025





CSAH 050 (Rebecca Park Trl) Rehabilitation in Corcoran, Greenfield, and Rockford



BAR map date: 7/24/2025





#### CP 2143101 CSAH 052 (Nicollet Ave S) Reconstruction in Bloomington Oxboro Penn 1st Ave ! 5 Library Logar Ave Old Cedar Ave S Lake BLOOMINGTON 88th St E Valley Park S **Dupont Ave** Park Ave Aldrich Ave S View Bloomington Ave S School 90th St W 90th St E Ś 14th Ave S Valley View Park Nicollet-Ave 17th Ave S S 91st St E **Grand Ave** S 4th Ave 92nd St W **Bryant Ave** 3rd Ave S 92nd St E Stevens Ave S Portland Ave OX80RO LA S Chicago Ave 94th St W 94th St E James Ave S S 95th St W Clinton Ave 96th St W **PROJECT Commissioner District** Progressive Rail Railroad 35 COUNTY Kennedy **AREA** Wright Senior High Anoka 98th St W Wentworth Ave S oldt Ave S S S Lyndale Ave Portland Ave 100th St W 100th St E 2nd Ave S Key Carver **Project Location** Scott

BAR map date: 7/24/2025

0 0.25 0.5 Miles



#### CP 2143102 CSAH 052 (Nicollet Ave S) Reconstruction in Bloomington 78th St W RICHFIELD 494 Progressive Rail Railroad American Blvd W 80th St E 80 1/2 St W 81st St W S S 4th Ave Ave : 82nd St W 82nd St E Dixon Dr 13th 11th Ave S S Fremont Ave S Nicollet-Ave-S 83rd St W 83rd St E Portland Ave BLOOMINGTON 5th Ave S 84th St E Clinton Ave S **Bryant PROJECT** Park 86th St W **Commissioner District** 1st Ave S **AREA** PENN 87th St W S 35 Wright 2nd Ave S **Dupont Ave** LAKE Anoka Progressive Rail Ra Penn Oxboro Girard Ave S James Ave Lake Park Librarv Lyndale Ave S Valley **Bryant Ave S** S Park Ave 89th St E View School Key Carver **Project Location**

BAR map date: 7/23/2025

0.2 0.4 0 Miles

Valley View Park



Scott

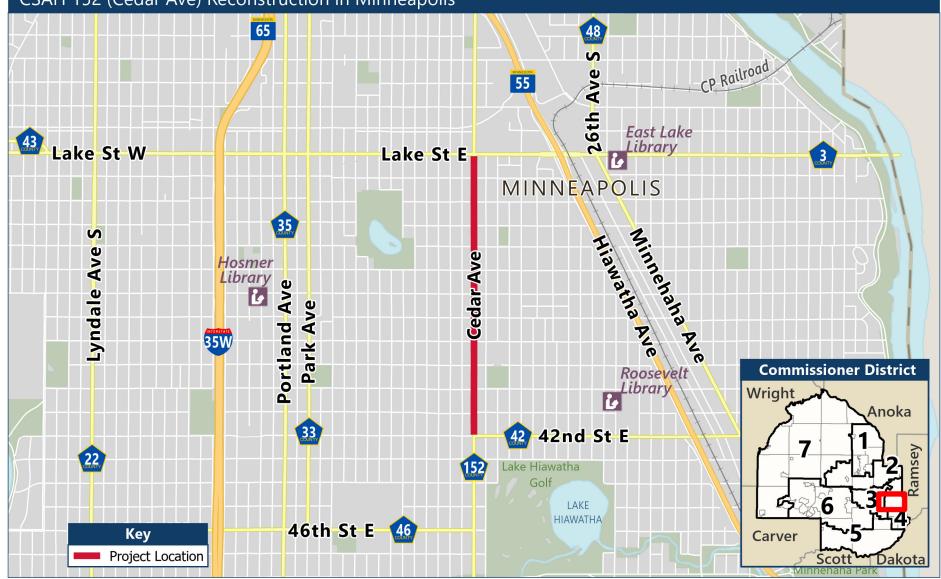
# CP 2250400 CSAH 066 (Broadway St NE) Multimodal Safety in Minneapolis Ш Z Central-Ave MINNEAPOLÍS 66 Broadway-St-NE-**Commissioner District** Wright Anoka 65 Key Carver **Project Location** Scott Dakota

BAR map date: 7/24/2025

0 0.04 0.07 Miles



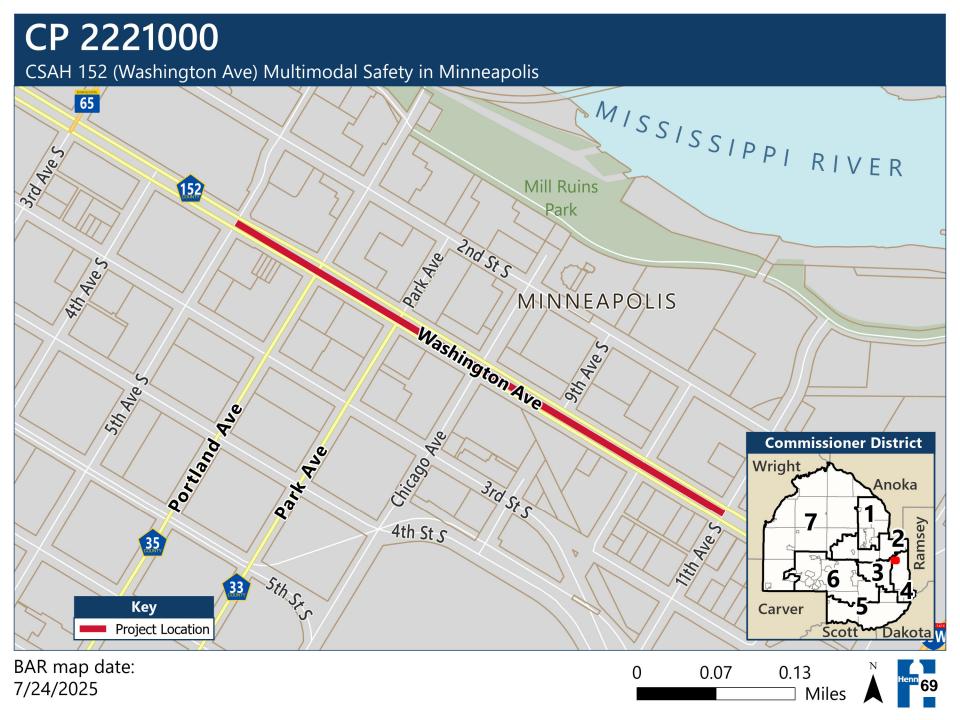
CSAH 152 (Cedar Ave) Reconstruction in Minneapolis



BAR map date: 7/24/2025







## **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0332

#### **Item Description:**

Amd 2 to Agmt PR00001315 with Q Matic Corporation for software and services, ext end date to 12/31/26, incr NTE by \$32,000 for a new total NTE of \$449,000

#### Resolution:

BE IT RESOLVED, that Amendment 2 to Agreement No. PR00001315, with Q Matic Corporation for software and services, extending the contract period through December 31, 2026 and increasing the not to exceed amount by \$32,000 for a new total not to exceed amount of \$449,000, be approved; that the Chair of the Board be authorized to sign the Agreement on behalf of the county; and that the Controller be authorized to disburse funds as directed.

#### Background:

Q Matic is the current lobby management system in all of Hennepin County's service centers. The contract with Q Matic commenced August 2019 and is set to expire December 31, 2025. This resolution seeks a oneyear extension of this agreement. The extension would be effective January 1, 2026 through December 31, 2026.

In 2026, the Department plans to engage in an equitable process to select a lobby management system for 2027 and beyond that best serves the needs of our customers and business. This extension allows the service centers to continue using Q Matic and providing services without interruption.

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0321

#### **Item Description:**

Claims Register for the period ending August 1, 2025

#### Resolution:

BE IT RESOLVED, that the claims register for the period ending August 1, 2025, be ratified.

#### **Background:**

Resolution 07-4-154R1 delegated to the County Administrator and County Controller the authority to pay all claims of the County with subsequent ratification by the Board of Commissioners. Pursuant to Resolution 07-4-154R1 and Minnesota Statute 375.18, the list of all claims paid since the last regularly scheduled Board meeting is now presented to the Board for informational purposes and ratification. The Claims Register is on file with the Clerk of the Board.

Recommendation from County Administrator: No Recommendation

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0322

#### **Item Description:**

Claims Register for the period ending August 8, 2025

#### Resolution:

BE IT RESOLVED, that the claims register for the period ending August 8, 2025, be ratified.

#### **Background:**

Resolution 07-4-154R1 delegated to the County Administrator and County Controller the authority to pay all claims of the County with subsequent ratification by the Board of Commissioners. Pursuant to Resolution 07-4-154R1 and Minnesota Statute 375.18, the list of all claims paid since the last regularly scheduled Board meeting is now presented to the Board for informational purposes and ratification. The Claims Register is on file with the Clerk of the Board.

Recommendation from County Administrator: No Recommendation

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

#### 25-0291

### **Item Description:**

Ratification of permits, leases, lease amendments, and related property agreements approved by the County Administrator, period 04/01/25-06/30/25

#### Resolution:

BE IT RESOLVED, that the agreements listed on the report entitled "Quarterly Summary of Real Estate Documents Executed by Administrator, Second Quarter 2025: 4/1/25-6/30/25, dated June 30, 2025" be ratified.

# **Background:**

Resolution 97-04-238, dated April 29, 1997, authorized the County Administrator to sign temporary permits, licenses, leases, lease amendments, and related property agreements, provided that the resulting expenditure does not exceed \$15,000 per year. Resolution 11-0339, dated August 16, 2011, delegated to the County Administrator the responsibility for the management and administration of all leases within the building located at 701 4th Avenue South, Minneapolis. All agreements executed by the County Administrator pursuant to these resolutions are presented to the County Board for ratification on a quarterly basis.

#### **Current Request:**

Ratification is requested of those agreements signed by the County Administrator for the period April 1, 2025 through June 30, 2025, as identified on the report entitled, "Quarterly Summary of Real Estate Documents Executed by Administrator, Second Quarter 2025: 4/1/25-6/30/25, dated June 30, 2025."

Recommendation from County Administrator: Recommend Approval

# Quarterly Summary of Real Estate Documents Executed by Administrator, Second Quarter 2025: 4/1/25-6/30/25 Dated 6/30/25

Contracting Party	Subject Matter and Property	Date Approved	Authorizing Resolution
State of Minnesota	Facilities Use Agreement LS00000038 for the use of 1,674 sq ft by the Hennepin County Human Services at Minneapolis Community and Technical College located at 1501 Hennepin Avenue, Minneapolis, for the period of July 1, 2025, through June 30, 2026. Rent for the one (1) year term to be \$9,056.	6/30/25	97-4-238
Rivers Law Firm	Amd 6 to Lease Agreement A110886 for the rental of 3,898 sq ft of office space by Rivers Law Firm in Suite 300 of the 701 Building located at 701 Fourth Avenue South, Minneapolis, extending the lease agreement three (3) years through December 31, 2028. First year Rent Revenue: \$84,743.	6/18/25	11-0339
Interfaith Outreach and Community Partners	License Agreement A2512855 to install a kiosk for Human Services at 1605 County Road 101 N., Plymouth, MN., for the period of June 1, 2025, through May 31, 2027. No rent.	5/29/25	97-4-238
St. Olaf Catholic Church	Amendment 4 to Lease Agreement LS00000032 for the rental of 16,281 sq ft of space by the County at 215 South 8 <sup>th</sup> Street, Minneapolis, extending the lease agreement one (1) month through June 30, 2025. Rent for the one (1) month extension to be \$10,000.	5/25/29	97-4-238
City of Mound	License Agreement A2512810 for nonexclusive use by Hennepin County Library of the main entrance lobby of City Hall located at 2415 Wilshire Blvd., Mound, for the period of June 1, 2025, through October 31, 2026. No rent.	5/21/29	97-4-238
Osseo School District	Amd 1 to License Agreement A2311782 for use of approximately 800 sq ft of office space by Osseo Area Schools at 7051 Brooklyn Blvd., Brooklyn Center, extending the license agreement two (2) years through July 31, 2027. No rent.	5/12/25	97-4-238
U of M Coffman Union	Amd 5 to Lease Agreement A071347 for the rental of 133 sq ft by the County at Coffman Memorial Union located at 300 Washington Avenue SE., Minneapolis, extending the lease agreement five (5) years through June 30, 2030. First year rent: \$5,259.	5/9/25	97-4-238
Special School District No. 1, MPS	Permit For Use Agreement A2512832 for use of the parking lot at South High School for Hennepin County's Environment and Energy's Household Hazardous Waste drop-off event on the dates of August 7, 2025 – August 11, 2025. No rent.	5/9/25	97-4-238

1

# Quarterly Summary of Real Estate Documents Executed by Administrator, Second Quarter 2025: 4/1/25-6/30/25 Dated 6/30/25

General Services Administration	Lease A2512775 for the rental of 4,143 sq. ft. of space in Suite 1740 of the 701 Building located at 701 Fourth Avenue South, effective July 1, 2025, through January 2, 2031. First year Rent Rev: \$190,246.	4/7/25	11-0339
St. Olaf Catholic Church	Amendment 3 to Lease Agreement LS00000032 for the rental of 16,281 sq ft of space at 215 South 8 <sup>th</sup> Street, Minneapolis, extending the lease agreement one (1) month through May 31, 2025. Rent for the one (1) month extension to be \$10,000.	4/7/25	97-4-238

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

# 25-0292

### **Item Description:**

Neg Amd 1 to Agmt PR00002702 with Cyclomedia Technology, Inc. for panoramic images of properties in Hennepin County for an additional five-year period, 09/14/20-09/15/30, NTE \$1,864,245

#### Resolution:

BE IT RESOLVED, that Amendment 1 to Agreement PR00002702 with Cyclomedia Technology, Inc. for panoramic images of properties in Hennepin County, extending the contract period through September 15, 2030, increasing the contract amount by \$1,111,240 to a new not to exceed total of \$1,864,245 be approved; that the Chair of the Board be authorized to sign the Amendment on behalf of the county; and that the Controller be authorized to disburse funds as directed.

# **Background:**

Hennepin County seeks to amend Agreement PR00002702 with Cyclomedia Technology, Inc. for an additional five-year term which was previously approved under Board resolution 20-0341. This new term increases the not-to-exceed amount by \$1,111,240 and includes a 2025 fall-time drive capture spanning approximately 6,732 miles, 48 miles of trail capture, along with five years of licensing and hosting services for all resulting street-level imagery.

Hennepin County has been utilizing Cyclomedia's panoramic street-level imagery and related software tools since 2020. The current agreement, which provides countywide 360-degree imagery and LiDAR data access via the StreetSmart platform, is set to expire on September 14, 2025. This tool has proven to be a critical resource in supporting multiple county departments in fulfilling statutory and operational responsibilities more efficiently.

In accordance with Minnesota law, real property must be reviewed at least once every five years for valuation purposes. The high-resolution panoramic imagery and LiDAR data enable the Assessor's Office to perform this work remotely, with a high degree of accuracy, helping the County meet legal obligations while reducing the need for field visits. This remote capability alone is estimated to save the equivalent of 2 full-time employees in the Assessor's Office.

The imagery is used extensively by Public Works, the Assessor's Office, GIS, Emergency Management, and Community Works, among others. Additionally, the tool is made available free of charge to our public agency partners, including 17 participating cities, Mississippi Watershed Management Organization, Local Government Information Systems (LOGIS), and Metropolitan Emergency Services Board (MESB), under existing user agreements. These partners benefit from shared access to a centralized, high-quality imagery resource without duplicating costs or effort.

Beyond direct staffing and travel savings, the tool provides broader operational and financial benefits. Public Works teams are able to assess infrastructure conditions, prioritize maintenance, and support capital planning without requiring field visits. Emergency Management and public agency partners can model evacuation routes and incident impacts using current imagery, improving readiness and reducing delays in crisis response. The Assessor's Office, along with other county departments, benefit from improved staff safety due

#### 25-0292

to the tool's ability to reduce to number of required field visits. Additionally, the platform supports the county's environmental and sustainability goals by reducing the carbon footprint associated with in-person inspections and site visits.

The renewal will continue coverage for a full five-year term and is structured to ensure uninterrupted access to the imagery platform and related services. By maintaining access to Cyclomedia's imagery, Hennepin County is able to streamline workflows, support cross-department and cross-agency collaboration, and avoid redundant site visits. The data integrates with existing GIS tools and is accessible through secure web applications with enterprise licensing, single sign-on (SSO), and ESRI ArcGIS plug-ins. The investment continues to offer significant return in the form of operational efficiency, improved accuracy, and reduced travel and vehicle usage, contributing to both cost savings and environmental benefits.

**Recommendation from County Administrator:** Recommend Approval

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

#### 25-0293

# **Item Description:**

Neg Agmt LS00000039 with Minneapolis Public Housing Authority for rental space utilized by NorthPoint Health and Wellness Center at 1015 4th Avenue North, Minneapolis, 10/01/25-09/30/30 (\$28,204 first year gross rent)

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to negotiate Lease Agreement LS00000039 with Minneapolis Public Housing Authority for rental space located at 1015 4th Avenue North, Minneapolis, for the period October 1, 2025 through September 30, 2030, in the amount of \$28,204 first year rent plus operating costs, be approved; that following review and approval by the County Attorney's Office, the Chair of the Board be authorized to sign the Agreement on behalf of the County; and that the Controller be authorized to accept and disburse funds as directed.

### Background:

NorthPoint Health & Wellness Center, located at 1313 Penn Ave. N. in North Minneapolis, is a federally qualified health center. The health center operates as a partnership between NorthPoint's Community Board and Hennepin County Board of Commissioners. NorthPoint, as a public entity community health center, is recognized as an innovative model of shared ownership operating within an integrated health and human services system of care.

NorthPoint's neighborhood sites are strategically placed in areas to serve populations with multiple barriers and health disparities that prevent or limit their ability to obtain services at the main campus. Services provided at neighborhood site clinics are complimentary to and do not duplicate services provided by NorthPoint's main campus.

NorthPoint has leased approximately 2,150 square feet of clinic space within the Cora McCorvey Health & Wellness Center at 1015 4th Avenue North, Minneapolis ("Property") since 2015. This Northpoint clinic is colocated with other senior support organizations including Open Circle Adult Day Center, Lao Center of Minnesota, and Minneapolis High Rise Representative Council. This location is designed for seniors with limited mobility and leverages the resources and expertise of other senior service providers to create a supportive environment for seniors and their caregivers allowing them to age in place in their community. The Property is owned by Minneapolis Public Housing Authority ("MPHA").

Lease Agreement LS00000039 with MPHA will extend the lease at the Property for a new five-year term The annual rent will be \$28,204 or \$13.13 per square foot for each year of the term, plus certain operating costs including electricity and janitorial expenses. The County may cancel this lease any time by providing notice 120 days in advance.

**Current Request:** This board request provides for authorization to negotiate Agreement LS00000039 with Minneapolis Public Housing Authority for rental space for NorthPoint Health & Wellness Center during the period October 1, 2025, through September 30, 2030, with the not-to-exceed amount of \$28,204 first year gross rent plus operating costs.

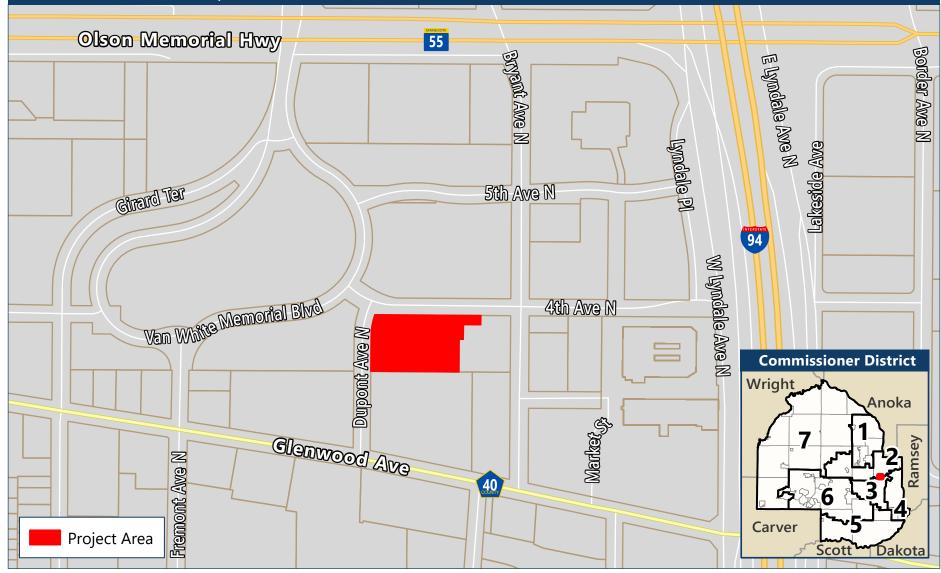
# 25-0293

**Impact/Outcomes:** Approval of Agreement LS00000039 will allow NorthPoint Health & Wellness Center, to continue to provide health care services to seniors with multiple barriers and health disparities.

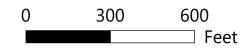
**Recommendation from County Administrator:** Recommend Approval

# Lease Agmt LS00000039, Cora McCorvey Health & Wellness Center

1015 N 4th Ave, Minneapolis 55405



BAR map date: 6/25/2025





300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

# 25-0294

# **Item Description:**

Submission of general amendment to the 2021 HUD Annual Action Plan and HOME-ARP Allocation Plan; Neg Agmt A2512985 with City of Minnetonka for CDBG Program, 07/01/25-06/30/30, recv \$79,324; Termination of four CDBG Agreements

#### Resolution:

BE IT RESOLVED, that the general amendment to the 2021 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan and HOME-ARP Allocation Plan to reallocate up to \$107,127 of Community Development Block Grant (CDBG) funds, and to increase Community Development Block Grant revenue by \$79,324, be approved; and that the County Administrator be designated as the authorized official to act on behalf of Hennepin County in matter related thereto; and

BE IT FURTHER RESOLVED, that the 2021 CDBG Agreements with Lao Assistance Center (Agreement PR00003284), Somali Community Resettlement Services (Agreement PR00003281), and Volunteers of America (Agreement PR00003289) to provide emergency rent assistance and senior services in Hennepin County, and with Brooklyn Park (PR00003271) for public facility improvements, be terminated, and the remaining \$107,127 be reallocated to the CDBG Consolidated Pool Housing Rehabilitation Program; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate Agreement A2512985 with the City of Minnetonka for the CDBG Consolidated Pool Housing Rehabilitation Program, during the period July 1, 2025 through June 30, 2030, with a total estimated receivable amount of \$79,324; that the following review and approval by the County Attorney's Office, the County Administrator and Chair of the Board be authorized to execute the agreements and other necessary documents; and that the Controller be authorized to disburse funds as directed.

# **Background:**

The U.S. Department of Housing and Urban Development (HUD) requires Hennepin County to adopt a Five-Year Consolidated Plan and an Annual Action Plan to receive HUD entitlement funds, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME). To allocate or reallocate CDBG or HOME funds, the county is required to create an amendment to the impacted Action Plan.

The 2021 Action Plan (Resolution 21-0162) allocated a combined total of \$403,847 from CDBG to Lao Assistance Center (PR00003284), Somali Community Resettlement Services (PR00003281), Volunteers of America (PR00003289), and Brooklyn Park (PR00003271); these projects subsequently closed out, leaving a balance of \$107,127. In addition, HUD has requested that Hennepin County accept \$79,324 of CDBG Program Income from the City of Minnetonka. This general amendment to the 2021 Action Plan will reallocate these CDBG funds to the CDBG Consolidated Pool Housing Rehabilitation Program, as recommended by the 2025 CDBG RFP.

The general amendment was made available to the public for the HUD required 30-day public comment period between June 24, 2025, and July 25, 2025. Public comments will be incorporated into the final document submitted to HUD.

#### 25-0294

**Current Request**: This request is for approval of the general amendment to the HUD 2021 Annual Action Plan, authorization of Agreement A2512985 with the City of Minnetonka, from July 1, 2025 through June 30, 2030, with an estimated receivable of \$79,324, termination of four CDBG Agreements, and allocation of these funds to the county's CDBG Consolidated Pool Housing Rehabilitation Program.

**Impact/Outcomes**: Consolidated Pool Rehabilitation program will provide approximately 60 low-income homeowners with rehabilitation assistance.

**Recommendation from County Administrator:** Recommend Approval

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

# 25-0295

### **Item Description:**

Submission of substantial amendment to the 2022 and 2024 HUD Annual Action Plans; Neg 2 award modifications, 07/01/25-06/30/70, total combined NTE \$950,000; Neg 1 HOME Agreement, 8/13/25-8/12/70, NTE \$900,000

#### Resolution:

BE IT RESOLVED, that the substantial amendments to the 2022 and 2024 U.S. Department of Housing and Urban Development (HUD) Annual Action Plans to reallocate up to \$1,850,000 of HOME Investment Partnerships (HOME) Program funding and \$234,180 of Community Development Block Grant (CDBG) funding be approved; that the plan be submitted to the U.S. Department of Housing and Urban Development; and that the County Administrator be designated as the authorized official to act on behalf of Hennepin County in matter related thereto; and

BE IT FURTHER RESOLVED, that the 2022 HOME award to MWF Properties, LLC to develop affordable rental housing units in Richfield in the amount not to exceed \$550,000 (Agreement PR00004361), and the 2024 HOME award to Duffy Development to develop affordable rental housing units in Brooklyn Park in the amount not to exceed \$1,300,000 (Agreement PR00006189), be rescinded and reallocated for distribution under the HOME program; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate modifications to two 2025 HOME awards approved under Resolution 25-0192, recognizing the rescinded awards herein, during the period July 1, 2025, through June 30, 2070:

- PR00007295 with West Hennepin Affordable Housing Land Trust, or an affiliated entity, for the Homes Within Reach project, increasing the not to exceed amount by \$550,000 for a new total not to exceed amount of \$1,050,000;
- PR00007323 with St. Louis Park Housing Authority, or an affiliated entity, for the Stable Home Tenant Based Rental Assistance project, increase the not to exceed amount by \$400,000 for a new total not to exceed amount of \$650,000;

that the following review and approval by the County Attorney's Office, the County Administrator and Chair of the Board be authorized to execute the agreements and other necessary documents; and that the Controller be authorized to disburse funds as directed; and

BE IT FURTHER RESOLVED, the County Administrator be authorized to negotiate Agreement PR00004841 with Lupe Development Partners, LLC, or an affiliated entity, for the American Legion Apartments project, during the period August 13, 2025 through August 12, 2070, with a not to exceed amount of \$900,000; that the following review and approval by the County Attorney's Office, the County Administrator and Chair of the Board be authorized to execute the agreement and other necessary documents; and that the Controller be authorized to disburse funds as directed.

# **Background:**

The U.S. Department of Housing and Urban Development (HUD) requires Hennepin County to adopt a Five-Year Consolidated Plan and an Annual Action Plan to receive HUD entitlement funds, including the Community

#### 25-0295

Development Block Grant (CDBG), and HOME Investment Partnerships (HOME). To allocate or reallocate CDBG and HOME funds to activities, the Consortium is required to create an amendment to the impacted Action Plan.

The 2022 Action Plan (Resolution 22-0177) allocated \$550,000 from HOME to MWF Properties, LLC to develop affordable rental housing units in Richfield (PR00004361) and the 2024 Action Plan (Resolution 24-0186) allocated \$1,300,000 to Duffy Development to develop affordable housing units in Brooklyn Park (PR00006189); these projects subsequently terminated. The 2025 Coordinated Affordable Housing RFP process proposed reallocation of these unused funds to three affordable housing projects: \$550,000 to West Hennepin Affordable Housing Land Trust for the Homes Within Reach project, \$900,000 to Lupe Development Partners, LLC for the American Legion Apartments project in Richfield, and \$400,000 to St. Louis Park Housing Authority for the Stable Home - Tenant Based Rental Assistance project.

The 2024 Action Plan (Resolution 24-0186) allocated \$385,172 of CDBG funds to Brooklyn Park (PR00006207), of which Brooklyn Park intended to use \$234,180 for the Zanewood Teen Center public facility renovation. Brooklyn Park will shift these funds to the Brooklyn Park Housing Rehabilitation program.

The substantial amendments were made available to the public for the HUD required 30-day public comment period between June 24, 2025, and July 25, 2025. Public comments will be incorporated into the final document submitted to HUD.

Current Request: This request is for approval of the substantial amendment to the HUD 2022 and 2024 Annual Action Plan, authorization to negotiate two award modifications with a combined not to exceed amount of \$950,000 from July 1, 2025 through June 30, 2070, and authorization to negotiate one new HOME Agreement with a not to exceed amount of \$900,000 from August 13, 2025 through August 12, 2070.

**Impact/Outcomes**: Four projects will create or preserve a total of 167 units of affordable housing to low- and moderate-income households and provide emergency rental assistance to 40 households at or below 50 percent of AMI.

Recommendation from County Administrator: Recommend Approval

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

# 25-0299

# **Item Description:**

Human Services & Public Health resolution, including contracts and amendments to contracts with provider - 2511

### **Resolution:**

BE IT RESOLVED, that the contracts, contract amendments and administrative actions of the Human Services & Public Health Department and Department of Community Corrections and Rehabilitation made pursuant to chapters 256E and 393 of Minnesota Statutes, as detailed in Human Services & Public Health Contract Report 2511 be approved; that the report be filed in Contract Management Services; that the Chair of the Board be authorized to sign the contracts, contract amendments, and administrative actions on behalf of the County; and that the Controller be authorized to disburse funds as directed. Such contracts are subject to ministerial adjustment when such adjustments are done within the constraints of the approved Hennepin County Budget and when signed by the County Department Director or Designee.

# Background:

The contracted dollar amounts are based on estimates of program costs and/or utilization during prior periods. Funding for each contract is provided for within service categories in the Human Services & Public Health Department and Department of Community Corrections and Rehabilitation approved annual budgets. Occasionally new services are implemented which are not in the budget, but which are fully funded under state or federal grants or other new funding.

Contracted dollar estimates are based upon prior year usage and are subject to fluctuation in placement patterns, service need, and cost shifts. Therefore, it may be necessary to process ministerial adjustments to contracts to increase or decrease contract amounts or to make minor service changes consistent with the department budget and strategic plan. Placement agreements are also processed administratively.

Contracts include services in the following areas: adult mental health; developmental disabilities; chemical health; adult housing; early intervention and family intervention services, interpreter services, health services, welfare advocacy, and various other human services. Expectations for ongoing outcome measurement are included in all new, renewal, or extended contracts. Outcome measures, which are developed by the county and contracted providers, assess the effectiveness of a service and its impact on an eligible recipient's condition or functioning level. Outcome information is used to modify or improve programs as well as to evaluate effectiveness of different types of intervention and providers. A detailed listing of the specific actions requested by this BAR and an explanation of all unusual items is reflected in the summary of the report.

Recommendation from County Administrator: Recommend Approval

# HENNEPIN COUNTY

MINNESOTA

# Human Services and Public Health Contract Report #2511

**Date:** 07/31/2025

To: Clerk of the County Board

From: Human Services and Public Health

**Subject:** BAR Number 25-0299 **Board Action Date:** 08/12/2025

# **Summary of Contract Actions**

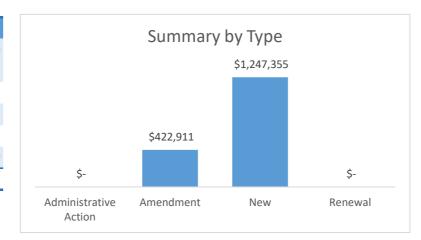
Action Type/Department/Service Area	# of Actions	<b>Action Total</b>
Administrative Action		\$0
Amendment	6	\$422,911
Human Services	6	\$422,911
New	5	\$1,247,355
Human Services	5	\$1,247,355
Renewal		\$0
Grand Total	11	\$1,670,266

Electronic Provider File (EPF)

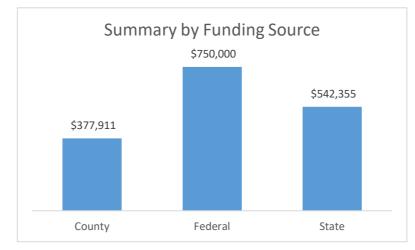
**View past Board Reports** 

View unsigned contract documents on SharePoint

View details on SharePoint









# HENNEPIN COUNTY

MINNESOTA

# Human Services and Public Health Contract Report #2511

**Date:** 07/31/2025

**To:** Clerk of the County Board

From: Human Services and Public Health

**Subject:** BAR Number 25-0299 **Board Action Date:** 08/12/2025 Electronic Provider File (EPF)

View past Board Reports

View unsigned contract documents on SharePoint

View details on SharePoint

# **Summary of Contract Actions**

New Contracts					
Department	Number	r Amount			
Community Corrections and Rehabilitation	0	\$	-		
Hennepin Health	0	\$	-		
Human Services	5	\$	1,247,355		
NorthPoint Health & Wellness Center	0	\$	-		
Public Health	0	\$	-		
Total	5	\$	1,247,355		

Renewed Contracts				
Department		Number	Amount	
Community Corrections and Rehabilita	tion	0	\$	-
Hennepin Health		0	\$	-
Human Services		0	\$	-
NorthPoint Health & Wellness Center		0	\$	-
Public Health		0	\$	-
	Total	0	\$	-

Amended Contracts			
Department	Numbe	r An	nount
Community Corrections and Rehabilitation	0	\$	-
Hennepin Health	0	\$	-
Human Services	6	\$	422,911
NorthPoint Health & Wellness Center	0	\$	-
Public Health	0	\$	-
To	ntal 6	\$	422 911

Administrative Actions Description

Contract #

-



Vendor	Contract #	Service/Outcome	Service Area	Department	Contract Begin Date	Contract End Date	Previous Contract NTE	New Contract NTE	Funding Source	Notes
New Contracts										
Power of Partnership Inc.	PR00007281	Safe Generations training for Child Protection social workers.	Children & Family Services	Human Services	4/1/2025	12/31/2025	\$0	\$200,000	State	State Family First Prevention Services funding.
Agate Housing and Services, Inc.	PR00007424	New construction of Valiance Shelter for Hennepin County residents.	Housing Stability	Human Services	6/1/2025	8/31/2032	\$0	\$750,000	Federal	Housing and Urban Development Grant funds.
Agate Housing and Services, Inc.	HS00002007	Supportive housing services for residents with low incomes who reside in specified apartment facilities.	Housing Stability	Human Services	8/1/2025	7/31/2028	\$0	\$77,355	State	Local Affordable Housing Aid funding.
Minnesota Indian Women's Resource Center	HS00002008	Supportive housing services for residents with low incomes who reside in specified apartment facilities.	Housing Stability	Human Services	8/1/2025	7/31/2028	\$0	\$35,000	State	Local Affordable Housing Aid funding.
TOUCHSTONE MENTAL HEALTH	HS00002010	Supportive housing services for residents with low incomes who reside in specified apartment facilities.	Housing Stability	Human Services	8/1/2025	7/31/2028	\$0	\$185,000	State	Local Affordable Housing Aid funding.
Renewed Contracts										
None	-	-							-	-

Amended Contracts										
Osseo Public School District - ISD 279		s for rental assistance and supportive services lents experiencing housing instability and/or ssness.	Housing Stability	Human Services	3/3/2022	9/30/2027	\$290,001	\$330,001	State	Extends to 9/30/27 and adds 2025-6 budget and NTE. Local Homeless Prevention Aid funding.
The Aliveness Project, Inc.		onal housing services for HIV+ individuals and experiencing housing instability and/or ssness.	Housing Stability	Human Services	1/1/2025	12/31/2027	\$166,500	\$166,500	County	Updates service narrative, performance measures, and budget.
Twin Cities Recovery Project		s and peer support services for youthing with addiction.	Behavioral Health	Human Services	9/1/2023	8/31/2027	\$105,068	\$159,688	County	Extends to 12/31/27, revises 2024-5 budget and NTE, and adds 2025-6 budget and NTE.
Brooklyn Center Community Schools - ISD 286		s for rental assistance and supportive services lents experiencing housing instability and/or ssness.	Housing Stability	Human Services	3/3/2022	9/30/2027	\$90,000	\$95,000	State	Extends to 9/30/27 and adds 2025-6 budget and NTE. Local Homeless Prevention Aid funding.
MoveFwd, Inc.		based care coordination and mental health services for Plus Program youth ages 14 to	Well-Being	Human Services	7/1/2024	6/30/2027	\$126,500	\$436,000	County	Adds 2025-6 budget and NTE and updates service locations.
CHANGE EQUALS OPPORTUNITY	HS00001408 Youth vic	iolence interruption services for at-risk youth -18.	Safe Communities	Human Services	8/1/2024	12/31/2025	\$452,000	\$465,791	County	Increases 2025 NTE and revises service narrative and budget.

Administrative Actions

None

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

#### 25-0298

# **Item Description:**

Agmt PR00007654 with Parabon NanoLabs Inc, to provide forensic artist and sculpture services in creating 2D and 3D facial approximations, 08/01/25-07/31/30, NTE \$107,000

#### Resolution:

BE IT RESOLVED, that Agreement PR00007654 with Parabon NanoLabs, Inc to provide forensic artist and sculpture services in creating 2D and 3D facial approximations during the period August 1, 2025 through July 31, 2030, in an amount not to exceed \$107,000 be approved; that the Chair of the Board be authorized to sign the agreement on behalf of the county; and that the Controller be authorized to disburse funds as directed; and

BE IT FURTHER RESOLVED, that sponsorship and acceptance of grant funding for the program by Hennepin County Board of Commissioners does not imply a continued commitment by Hennepin County for this program when grant funds are no longer available.

# **Background:**

This agreement provides for the creation of drawings and sculptures requested by the Hennepin County Medical Examiner's Office to assist with identifying decedents. As part of the contract, the artist will personally transport the sculptures, make any corrections or fix any damage that may occur and bring them to our yearly Missing Persons Day

**Recommendation from County Administrator:** Recommend Approval

Contract No: PR00007654

#### PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Medical Examiner, 14250 County Road 62, Minnetonka, Minnesota 55345 ("COUNTY"), and Parabon NanoLabs, Inc. 11260 Roger Bacon Drive, Suite 406, Reston, Virginia 20190, a C-corporation organized under the laws of Delaware ("CONTRACTOR").

The parties agree as follows:

# 1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence on August 1, 2025, and expire on July 31, 2030, unless terminated earlier in accordance with the provisions herein.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed One Hundred Seven Thousand Dollars and No Cents (\$107,000).

# 2. <u>SERVICES TO BE PROVIDED</u>

- A. CONTRACTOR shall provide forensic artist and sculpture services in creating facial approximations, both in 2D and 3D mediums as more fully described in Attachment A.
- B. CONTRACTOR shall comply with COUNTY's rules, policy, and direction regarding use of COUNTY facilities. COUNTY may deny CONTRACTOR access to any COUNTY facility at any time and may remove any CONTRACTOR personnel from COUNTY facilities at any time and in COUNTY's sole discretion. CONTRACTOR shall not allow unauthorized personnel to use COUNTY facilities.

# 3. PAYMENT FOR SERVICES

CONTRACTOR shall be paid at a fixed rate for each service provided to COUNTY under this Agreement according to the pricing schedule provided in Attachment A. CONTRACTOR shall perform all services hereunder to the satisfaction of COUNTY, in accordance with the provisions herein, and in compliance with applicable law. If COUNTY determines that CONTRACTOR has not complied with the foregoing, COUNTY shall not have any obligation to pay CONTRACTOR for the non-complying services.

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit invoices after services

are rendered (as evidenced by the delivery of an illustration or approximation image) on forms which may be furnished by COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice. CONTRACTOR may sign up for electronic payment here <u>Substitute W-9</u>. If CONTRACTOR does not elect to receive payment electronically payment COUNTY shall mail checks to:

Parabon NanoLabs, Inc. 281 N Mason St, Unit #1448 Harrisonburg, VA 22803-1448

Reimbursable expenses are limited to the actual cost for necessary expenses directly related to transporting sculptures to Minneapolis in the summers of 2026 and 2027 for annual Missing Person's Day and being present for up to five days during each event for set up, take down, and possible drawing and sculpture corrections and/or modifications. Reimbursable travel expenses may include per diem meals and lodging, mileage, parking, and airfare. Any reimbursable expense which is other than travel expenses listed above shall require prior approval from the Contract Administrator.

Reimbursement is subject to the COUNTY's travel policy in Attachment B, which is attached hereto and incorporated herein.

Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CONTRACTOR's name.

Unless expressly approved in writing by COUNTY, CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be emailed to OBF.Internet@hennepin.us or sent to the following central invoice receiving address: PO Box 1388, Minneapolis, MN 55440.

COUNTY may withhold from any payment due to CONTRACTOR any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

#### 4. PROFESSIONAL CREDENTIALS

CONTRACTOR shall provide all information requested by COUNTY to facilitate the verification of educational and professional credentials from primary sources. CONTRACTOR shall undergo a review of professional credentials as requested by COUNTY during the term of this Agreement. During the term of the Agreement CONTRACTOR shall maintain at least one Forensic Artist having a current Forensic Artist certification by the International Association for Identification.

# 5. <u>INDEPENDENT CONTRACTOR</u>

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

### 6. NON-DISCRIMINATION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.
- B. COUNTY encourages CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in CONTRACTOR's workplace.

# 7. AFFIRMATIVE ACTION

- A. Exemptions. CONTRACTOR may be granted an exemption from the requirements of this Section for one of the following reasons:
  - (1) Contract is for emergency or life safety-related purchases;
  - (2) CONTRACTOR has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
  - (3) CONTRACTOR had an average of forty (40) or fewer full-time/benefitearning employees during the twelve (12) months preceding the

- submission of the bid, request for proposal or execution of this Agreement; or
- (4) Pursuant to Hennepin County Board policy, the County Administrator or their designee granted an exemption.
- B. Requirements. In accordance with Hennepin County Board Resolution and subject to the applicable exemptions, if any, listed above, if this Agreement is for a sum over \$100,000 or is amended to exceed \$100,000, then CONTRACTOR shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors. Those requirements, for purposes of this Agreement, are consistent with those imposed for state contractors pursuant to Minnesota Statutes, sections 363A.36 to .37 and Minnesota Rules, parts 5000.3200 to 5000.3600.
- C. Compliance; Remedies. Unless CONTRACTOR qualifies for an exemption (above), CONTRACTOR shall demonstrate compliance by submitting and maintaining a workforce certificate from the Minnesota Department of Human Rights (MDHR), unless COUNTY provides for alternative certification. CONTRACTOR shall remain in compliance with all applicable requirements through the term of this Agreement. CONTRACTOR shall also provide all compliance documentation requested by the MDHR or by COUNTY, and shall cooperate with all compliance activities, including but not limited to site visits. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY or the MDHR, or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, termination of this Agreement.

# 8. <u>INDEMNIFICATION</u>

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

# 9. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. CONTRACTOR is required to have and keep in force the following minimum insurance coverages or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
<u>(1)</u>	Commercial General Liability (CGL)	
	General Aggregate	\$2,000,000
	Products—Completed Operations Aggregate	Not Applicable
	Personal and Advertising Injury Each Occurrence—Combined Bodily Injury and Property Damage	\$1,500,000 \$1,500,000
	Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.	

<u>(2)</u>	Workers' Compensation and Employer's Liability	
	Workers' Compensation Employer's Liability: Bodily injury by accident—Each Accident Employer's Liability: Bodily injury by Disease—Policy Limit Employer's Liability: Bodily injury by Disease—Each Employee  If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. COUNTY will accept self-insurance certificate of CONTRACTOR if CONTRACTOR is self-insured under Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance and submit an updated certificate.	Statutory \$500,000 \$500,000 \$500,000
<u>(3)</u>	Professional Liability (PL/E&O)	Not Applicable.
<u>(4)</u>	Automobile Liability	Not Applicable.
<u>(5)</u>	Cyber Security and/or Privacy Liability	Not Applicable.

B. An umbrella or excess policy is an acceptable method to provide the required commercial general or automobile insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the CONTRACTOR's policies; or (iii) or both. CONTRACTOR is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by CONTRACTOR and shall be supplied to COUNTY upon request.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. The funding of deductibles and self-insured retentions (SIR) maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, CONTRACTOR shall assume such notice obligations. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall email a copy of the notice to COUNTY within two (2) business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR's or, as applicable, subcontractor(s)' required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR's insurance. CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

If CONTRACTOR's subcontractor(s) independently carries insurance in accordance with the provisions herein, CONTRACTOR shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

# 10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement.

CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

# 11. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

A. CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

B. In addition to the foregoing MGDPA and other applicable law obligations, CONTRACTOR shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, 3D prints, 3D digital files, case file materials, imaging, videos, laboratory notes, laboratory results, medical data, or symbols, or combinations thereof.

If CONTRACTOR has access to or possession/control of County Data, CONTRACTOR shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, CONTRACTOR shall notify COUNTY of the inconsistency and follow COUNTY direction. CONTRACTOR shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

C. COUNTY may, in its sole discretion, grant CONTRACTOR limited access to COUNTY computer/data systems, including but not limited to COUNTY computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, CONTRACTOR and all CONTRACTOR personnel with access to County Systems: (i) shall secure and safeguard all access and authentication information related to County Systems, including but not limited to usernames, passwords, and other applicable authentication information related to County Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to CONTRACTOR's duty to comply with applicable law and regulations and CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, CONTRACTOR's access to County Systems shall be subject to the following: (i) CONTRACTOR shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if CONTRACTOR utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. COUNTY may terminate, deny or revoke access to County Systems at any time and without notice. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

D. CONTRACTOR confirms, transfers, assigns, and conveys to COUNTY all right, title, and interest in all intellectual property, including all work arising from and created for this project, including but not limited to sketches, images, intermediates, prototypes, renderings, and final products (including one-, two- and three-dimensional work) and the right to copy, distribute, loan, exhibit, and/or otherwise use the same, which CONTRACTOR may create, conceive, develop, or originate for COUNTY, either individually or jointly with others, and which arises out of the performance of this Agreement ("Work"), including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology ("Intellectual Property Rights"). As applicable, Work shall be considered "works made for hire" as defined in the U.S. Copyright Act. To the extent any Work is not determined to be works made for hire, CONTRACTOR grants and assigns to COUNTY, without reservation, all right, title, and interest in and to said Work. As applicable and to the extent said grant and assignment does not convey all right, title, and interest to COUNTY, CONTRACTOR grants to COUNTY an unlimited, irrevocable, perpetual, royalty-free right and license to use, convey, and distribute the Work.

CONTRACTOR shall, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to establish, protect, and preserve COUNTY's Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement ("Pre-existing IP"). However, and as applicable, CONTRACTOR grants COUNTY a perpetual, irrevocable, royalty-free license to use Pre-existing IP for COUNTY's business purposes.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR is original Work and will not violate the United States copyright law or any property right of another.

- E. Upon expiration or termination of this Agreement:
  - (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
  - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits CONTRACTOR to retain copies of the County Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or

in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

(3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

#### 12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

### 13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement.

CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.
- E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than fifty percent (50%) of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

### 14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
  - CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

# 15. <u>DEFAULT AND TERMINATION</u>

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration or termination, CONTRACTOR shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on

- termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- H. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

### 16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

# 17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Hennepin County Medical Examiner so as to accomplish the purposes of this Agreement, Shawn Wilson, Operations Director, or successor ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

Paula Armantrout, 703-689-9689 extension 250, paula@parabon.com shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

# 18. <u>COMPLIANCE AND NON-DEBARMENT CERTI</u>FICATION

- A. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR is debarred or suspended during the term of this Agreement.
- C. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, CONTRACTOR is bound by and shall comply with applicable law, rules, regulations, applicable documentation, other COUNTY directives relating to the source and utilization of such funds, and, as applicable, the Federal Award Contract Provisions Addendum.

# 19. RECYCLING

COUNTY encourages CONTRACTOR to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages CONTRACTOR to educate employees about the recycling program.

# 20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

# 21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for termination of this Agreement.

# 22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release, or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s) and the Hennepin County Medical Examiner's Office, prior to publication or release. CONTRACTOR shall submit to COUNTY Forensic Scientist, Dr. Jessica Campbell, for review and approval, any publication, release, or occurrence of any Outreach (as defined below) at least 35 working days prior to the expected release or dissemination date. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, training, education, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof in relation to this Agreement or the services performed hereunder; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

# 23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

# 24. COOPERATIVE PURCHASING

At the time of this Agreement Hennepin County is a signature party to: (1) a Joint Powers Purchasing Agreement with the counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington ("Metro Cooperative Members"); and (2) a Joint Powers Purchasing Agreement with other signatory organizations located within Hennepin County ("Hennepin Cooperative Members").

If agreed upon pursuant to a separate agreement between CONTRACTOR and any Hennepin or Metro Cooperative Member, the applicable Joint Powers Purchasing Agreement allows such Cooperative Member, subject to the terms of such Joint Powers Purchasing Agreement, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement, including but not limited to price/cost. COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Hennepin or Metro Cooperative Member and CONTRACTOR.

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#### **COUNTY BOARD AUTHORIZATION**

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Reviewed for COUNTY by
                                                        COUNTY OF HENNEPIN
the County Attorney's Office:
                                                        STATE OF MINNESOTA
                                                        By:
        { Sig_es_:signer3:signature } }
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        {{userstamp3_es_:signer3:stamp}}
                                                                 {{userstamp6_es_:signer6:stamp}}
Reviewed for COUNTY by:
                                                        ATTEST:
                                                                 { {Sig_es_:signer7:signature}}
        { {Sig_es_:signer4:signature}}
        {{userstamp4_es_:signer4:stamp}}
                                                                 {{userstamp7_es_:signer7:stamp}}
Board Resolution No:
                                                        By:
{{*BoardResolution_es_:signer4:brs}}
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Document Assembled by:
        { {Sig_es_:signer1:signature}}
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{{Exh_es_:signer1:attachment:label("Attachments")}}
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# **CONTRACTOR**

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.\*

By:

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{ {Sig_es_:signer2:signature} }
{{userstamp2_es_:signer2:stamp}}
{{ ttl_es_:signer2:title} }
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\*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

#### ATTACHMENT A: SCOPE OF SERVICES

#### PLAN FOR PERFORMING THE SERVICES UNDER THIS AGREEMENT

The services provided by CONTRACTOR under this Agreement will be performed by CONTRACTOR's Forensic Artist, Mr. Thom Shaw. Mr. Shaw is certified in Forensic Art by the International Association for Identification, and his credentials include training in 2D and 3D facial approximation and 2D postmortem imagery by renowned forensic art pioneers Karen T. Taylor and Betty Pat Gatliff. Mr. Shaw uses time-tested techniques with the latest artistic, technological, and scientific advancements to ensure the highest level of accuracy in approximations. He is also skilled in adapting alternative artistic techniques and incorporating scientific data as needed. CONTRACTOR and CONTRACTOR'S Forensic Artist agree to follow guidelines as published in the latest edition of the ANSI/ASB Best Practice Recommendation 089 "Best Practice Recommendation for Facial Approximation in Forensic Anthropology".

CONTRACTOR agrees to notify COUNTY if Mr. Shaw ceases to be employed by CONTRACTOR for any reason within 15 days of the change in Mr. Shaw's employment status at CONTRACTOR. The Parties will confer and jointly agree on any Forensic Artist personnel changes. CONTRACTOR agrees any change in Forensic Artist personnel will be certified in Forensic Art by the International Association for Identification, be able to produce a minimum of twelve 2D and two 3D illustrations per year, the ability to transport sculptures to Minneapolis in minimally in the summers of 2026 and 2027 for Missing Person's Day, and have a minimum of 10 years' experience in 2D and 3D facial approximations or a minimum of twenty 2D and 3D approximations for unidentified persons.

#### WORKFLOWS UTILIZED PURSUANT TO THE AGREEMENT

It is contemplated that the common workflows described below will be used in the completion of this AGREEMENT.

#### **Preliminary Discussion of Each Case**

Prior to commencing any workflows under this Agreement, COUNTY Forensic Anthropologist will contact CONTRACTOR's Forensic Artist for a preliminary discussion of each case. The discussion will include, but not be limited to, a discussion of the circumstances of each case, selected workflow, optional services, and the expected date for work to be completed by CONTRACTOR. CONTRACTOR's Forensic Artist will provide a written estimate of the cost of case to COUNTY Forensic Anthropologist for review. COUNTY Forensic Anthropologist will provide CONTRACTOR with the authorization to proceed and an authorized purchase order.

#### 1. Workflow for Two-Dimensional (2D) Facial Approximation

The estimated time to complete this workflow is 5-10 hours (based on skull condition and available data.)

#### Step 1. Receipt of Skull

The CONTRACTOR'S Forensic Artist ("FA") receives media that may include images, scans, or anthropology report of the skull from COUNTY.

#### **Step 2. Anthropological Assessment Review**

The FA consults with COUNTY Forensic Anthropologist to review key biological traits (sex, ancestry, age) and any distinctive features for inclusion in the facial approximation.

#### Step 3. (Optional) DNA Phenotypes<sup>1</sup>

If requested by the COUNTY, DNA from the unidentified subject can be genotyped/sequenced and the resulting single nucleotide polymorphism (SNP) data will be utilized to predict phenotypes and ancestry which can be incorporated into the reconstruction.

CONTRACTOR'S Snapshot DNA Phenotyping analyzes single nucleotide polymorphisms (SNPs) from a DNA sample to predict an individual's physical traits. By examining 850,000 genetic markers, this process provides scientifically backed estimations for: Hair Color; Eye Color; Skin Tone; Freckling; Facial Morphology; Ancestry.

When combined with skull information and an anthropological assessment, DNA phenotype predictions can enhance the accuracy of forensic facial approximations. The availability of an accurate full-color representation of the unidentified subject can substantially increase the likelihood of recognition, whether by the public, genetic genealogists, or detectives searching missing persons databases. In multiple cases, DNA-predicted ancestry has correctly contradicted anthropological assessments, underscoring the importance of genetic insights in forensic identification and case resolution.

#### **Step 4. Tissue Depth Markers**

Reference points indicating soft tissue depth are cut and applied to the skull based on statistical tissue depth data for individuals of similar demographics as described in recent scientifically validated literature, including foundational literature by authors Dr. Stanley Rhine, Dr. C. Elliott Moore and Dr. H.R. Campbell<sup>2</sup>.

#### Step 5. Photography & Skull Orientation

The skull is positioned in *Frankfort Horizontal* (a standard anatomical plane) and photographed from the front and side with a metric scale ruler. The photographs of the skull are then uploaded to the FA's computer.

#### **Step 6. Facial Feature Guidelines**

<sup>1</sup> Additional fees apply for all SNP DNA processing and phenotyping under this Agreement. See Pricing table, herein.

<sup>&</sup>lt;sup>2</sup> Rhine JS, Campbell HR. Thickness of facial tissues in American blacks. J Forensic Sci. 1980;25:847–858. doi: 10.1520/JFS11301J 2 Rhine S. Tissue thickness for Southwestern Indians. Thesis: University of New Mexico; 1983 2 Rhine JS, Moore CE (1984) Tables of facial tissue thickness of American Caucasoids in forensic anthropology. Maxwell Museum Technical Series

The FA opens the front and lateral view photos of the skull with Photoshop and begins to digitally sketch the approximate locations of facial features, including the eyes, nose, mouth, and ears, using anatomical landmarks and tissue depth information.

#### **Step 7. Final Refinements**

Artistic techniques are applied to refine shading, texture, and expression, producing an accurate and lifelike 2D image. This final image can be enhanced with hair and accessories based on available information. Reference photos may also be utilized judiciously by the forensic artist and adjusted to depict certain features that are consistent with the information provided by the skull and anthropological assessment. High-definition digital images of both the front and lateral images will be provided to the COUNTY upon completion.

#### 2. Workflow for Three-Dimensional (3D) Clay Facial Approximation

The estimated time to complete this workflow is 7-14 days (based on skull condition, available data, sculpting detail, case complexity, and verification).

#### Step 1. Receipt of Skull

The CONTRACTOR'S Forensic Artist ("FA") receives media that may include images, scans, or anthropology report of the skull from COUNTY.

#### Step 2. Anthropological Assessment Review

The FA consults with COUNTY Forensic Anthropologist to review key biological traits (sex, ancestry, age) and any distinctive features for inclusion in the facial approximation.

#### **Step 3. (Optional) DNA Phenotypes**

If requested by the COUNTY, DNA from the unidentified subject can be genotyped/sequenced and the resulting single nucleotide polymorphism (SNP) data will be utilized to predict phenotypes and ancestry which can be incorporated into the reconstruction.

CONTRACTOR'S Snapshot DNA Phenotyping analyzes single nucleotide polymorphisms (SNPs) from a DNA sample to predict an individual's physical traits. By examining 850,000 genetic markers, this process provides scientifically backed estimations for: Hair Color; Eye Color; Skin Tone; Freckling; Facial Morphology; Ancestry.

When combined with skull information and an anthropological assessment, DNA phenotype predictions can enhance the accuracy of forensic facial approximations. The availability of an accurate full-color representation of the unidentified subject can substantially increase the likelihood of recognition, whether by the public, genetic genealogists, or detectives searching missing persons databases. In multiple cases, DNA-predicted ancestry has correctly contradicted anthropological assessments, underscoring the importance of genetic insights in forensic identification and case resolution.

#### **Step 4. Skull Mounting**

The skull will be mounted and secured on an adjustable stand via the foramen magnum and positioned in *Frankfort Horizontal* (a standard anatomical plane).

#### **Step 5. Tissue Depth Markers**

Reference points indicating soft tissue depth are cut and applied to the skull based on statistical tissue depth data for individuals of similar demographics as described in recent scientifically validated literature, including foundational literature by authors by Dr. Stanley Rhine, Dr. C. Elliott Moore and Dr. H.R. Campbell. See Footnote 2.

#### Step 6. Prosthetic Eye Setting

Prosthetic eyes will be positioned correctly in the skull. The decision on eye color will be made by what is most commonly seen in subjects with the same ancestry or, if utilized, by DNA phenotyping.

#### Step 7. Artistic Phase / Clay Application & Sculpting

Clay is applied to the skull to match the depth of the tissue markers. Specific scientific and artistic techniques are utilized to determine the shape and size of the lips and nose as well the eyelids. Ears and neck are also sculpted and attached. These techniques are described in the book *Forensic Art & Illustration* by Karen T. Taylor and have been supplemented by direct instruction by Ms. Taylor.

#### Step 8. Texturing and Finishing

Hair, eyebrows, age indicators and skin texture are added to the sculpt as well as any required accessories.

#### **Step 9. Photos and Display**

Digital photos of the facial approximation will be sent to the COUNTY for review and the sculpture will be stored by the Forensic Artist until it is requested by the COUNTY or needed for display by the COUNTY.

#### 3. Workflow for Three-Dimensional (3D) Digital Facial Approximation

The estimated time to complete this workflow is 7-14 days (based on skull condition, available data, sculpting detail, case complexity, and verification).

#### Step 1. Receipt of Skull Scan

High-resolution three-dimensional scan data of the skull is received by the Forensic Artist. The data is imported into the 3D digital sculpting software *Zbrush* where it can be viewed and assessed.

#### **Step 2. Anthropological Assessment Review**

The Forensic Artist will confer with the Forensic Anthropologist regarding determinations made for key biological characteristics such as sex, ancestry, age, and potential distinctive features on the unidentified Subject that need to be conveyed in the facial approximation.

#### **Step 3. DNA Phenotypes (Optional):**

If requested by the COUNTY, DNA from the unidentified Subject can be genotyped and the resulting single nucleotide polymorphism (SNP) data can be utilized to predict phenotypes and ancestry which can be incorporated into the approximation.

#### **Step 4. Tissue Depth Markers**

Reference points indicating soft tissue depth are generated in *Zbrush* and applied to the skull based on statistical tissue depth data for individuals of similar demographics as described in recent scientifically validated literature, including foundational literature by authors by Dr. Stanley Rhine, Dr. C. Elliott Moore and Dr. H.R. Campbell. See Footnote 2.

#### Step 5. Eye Setting

Digital 3D eyes are generated, sized appropriately and positioned correctly in the skull.

#### Step 6. Artistic Phase / 3D Digital Sculpting

Digital 3D forms are applied to the skull to match the depth of the tissue markers. Specific scientific and artistic techniques are utilized to determine the shape and size of the lips and nose as well the eyelids. These techniques are described in the book *Forensic Art & Illustration* by Karen T. Taylor and have been supplemented by direct instruction by Ms. Taylor.

#### Step 7. Texturing and Finishing

Hair, eyebrows, age indicators and skin texture are added to the sculpt as well as any required accessories.

#### **Step 8. Photos and Display**

Digital images of the facial approximation will be sent to the COUNTY for review.

#### **PRICING FOR SERVICES**

*Table 1. Pricing for primary and optional services.* 

Cost Proposal Service	Description	Price Each
2D	Workflow for Two-Dimensional (2D)	\$695.24
approximation from media of	Facial Approximation	
partial or		
complete		
skull		
3D Clay	Workflow for Three-Dimensional	\$1,927.41
approximation	(3D) Clay Facial Approximation	

0.7.1		
of Printed-		
partial or		
complete		
skull		
3D Digital	Workflow for Three-Dimensional	\$1,927.41
approximation	(3D) Digital Facial Approximation	
of partial or		
complete		
skull		
OP 1: DNA	Bioinformatics: Generate phenotypes	\$435.00
Phenotypes	& ancestry from existing SNP file	
	provided by COUNTY	
OP 2: First	Description: Fee for a secondary set	\$430.00
Forensic Art	of specifications after the initial 2D	
Enhancement	reconstruction has been completed.	
Applied to an	Includes forensic art enhancements to	
Existing 2D	existing image, including age	
Image	progression/regression or BMI	
	adjustment. Deliverable is a second	
	2D image.	
OP 3:	OP 3: Subsequent Forensic Art	\$270.00
Subsequent	Enhancement for an Existing Image	
Forensic Art	Fee for each additional set of	
Enhancement	specifications after the initial and	
for an	second 2D images. Includes age	
Existing 2D	progression/regression or BMI	
Image	adjustment. Deliverables are	
	additional 2D images.	
OP 4:	Fee for	\$135.00
Forensic Art	modifications/enhancements/additions	4-200100
Enhancement	of clothing items, jewelry, tattoos or	
of Accessory	hairstyle change applied to an existing	
Items	2D image. Deliverable is a modified	
1001110	2D image.	
3D sculpture	Transportation or shipping of	In accordance
transfer to	sculptures	with travel
HCME and	~~-F *****	reimbursement
artist travel to		provisions in
Missing		Attachment B,
Persons Day		not to exceed
		\$7,000
		Ψ1,000

#### ATTACHMENT B: HENNEPIN COUNTY TRAVEL POLICY

#### **Travel and Lodging Expenses**

This Attachment B – Travel and Lodging Expenses is attached to the Personal and Professional Services Agreement, Contract No. \_\_\_\_\_\_ (the "Agreement") between COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Medical Examiner, 14250 County Road 62, Minnetonka, Minnesota 55345 ("COUNTY"), and Parabon NanoLabs, Inc. 11260 Roger Bacon Drive, Suite 406, Reston, Virginia 20190, a C-corporation organized under the laws of Delaware ("CONTRACTOR") is incorporated into and made a part of the Agreement, and is, thereby, subject to the provisions in the Agreement. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement.

I. Limited Obligation to Pay Travel and Lodging Expenses. Pursuant to the terms of the Agreement and subject to the restrictions set forth below, COUNTY shall pay CONTRACTOR for travel and lodging expenses if the same is actually incurred and necessary to perform Services pursuant to the following:

#### A. Travel and transportation:

- 1) Airlines COUNTY shall pay for coach class airline tickets and flights at actual cost to CONTRACTOR. Pursuant to a duly incurred airline ticket, COUNTY shall also pay reasonable and necessary luggage fees.
- 2) Car Rental Car rental costs are eligible for reimbursement excluding car rental insurance and fines for traffic and parking violations.

#### B. Lodging:

- 1) Hotel Room CONTRACTOR shall arrange and book hotel accommodations, selecting said accommodations on a reasonable basis. Before incurring any hotel accommodation expenses, CONTRACTOR shall notify COUNTY if hotel accommodation expenses will exceed USGSA daily lodging rates posted at <u>FY</u> 2025 per diem rates for Minnesota | GSA per night.
- C. Meals and Incidental Expenses. COUNTY shall pay actual expenses for meals and incidental expenses up to the limit of the then current fiscal year USGSA Meals and Incidental Expenses rates (M&IE), including but not limited to the GSA cap for first and last days of travel. Alcoholic beverages will not be reimbursed.
- II. Cancelled Trips If the CONTRACTOR incurs travel expenses related to the performance of Services under this Agreement but is unable or unwilling to complete the travel due to their own negligence or discretionary decision, COUNTY shall not be responsible for reimbursing any associated travel costs. This exclusion does not apply to cancellations or delays resulting from situations outside the CONTRACTOR'S control such as airline disruptions, government actions, acts of nature, terrorism or COUNTY'S decision to cancel the trip.

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0300

#### **Item Description:**

Agmt A2513028 with MN Housing Finance Agency to accept grant funds from the FHPAP fund for the Homework Starts with Home program for unstably housed families with school-age children, 10/01/25-09/30/27 \$1,500,000 (recv)

#### Resolution:

BE IT RESOLVED, that Agreement A2513028 with the Minnesota Housing Finance Agency for the Family Homeless Prevention and Assistance Program fund's Homework Starts with Home program, providing funds to secure stable housing for families with school-age children who have moved frequently and for unaccompanied youth in order to reduce school absenteeism, during the period October 1, 2025 through September 30, 2027, in the receivable amount of \$1,500,000 be approved; that the Chair of the Board be authorized to sign the agreement on behalf of the county; and the Controller be authorized to accept and disburse the funds as directed; and

BE IT FURTHER RESOVLED, that a supplemental appropriation of \$45,387 to the 2025 Human Services and Public Health budget, be approved;

BE IT FURTHER RESOLVED, that sponsorship and acceptance of grant funding for this program by the Hennepin County Board of Commissioners does not imply a continuing funding commitment by Hennepin County for this program if these grant funds are not made available or when grant funds are no longer available.

#### **Background:**

The Family Homeless Prevention and Assistance Program (FHPAP) was created by the Minnesota Legislature in 1993 as an outcome-oriented grant intended to address issues of homelessness for families with children, single adults, and youth. Hennepin County has been a grantee since 1993. In 2020, Minnesota Housing piloted the Homework Starts with Home (HSWH) program providing funds to secure stable housing for families with school-age children who have moved frequently and for unaccompanied youth in order to reduce school absenteeism.

Hennepin County has previously been a grantee on behalf of two different HSWH collaboratives: 1) Stable Homes Stable Schools that partners with the City of Minneapolis, Minneapolis Public Housing Authority, Minneapolis Public Schools and the YMCA of the North, and 2) Northwest Collaborative that partners with the Osseo School District, Brooklyn Center School District and YMCA of the North. For this new award for the period October 1, 2025 through September 30, 2027, Hennepin County applied on behalf of both collaboratives in a single application to Minnesota Housing.

This funding will also support Hennepin County's administration of a centralized application system for homeless prevention.

Current Action: Approve agreement A2513028 and accept \$1,500,000 in funding from the Minnesota Housing Finance Agency's FHPAP for the HSWH program for the 2025-2027 biennium (10/01/25-09/30/27).

This funding will support Hennepin County's and selected provider's work in providing homelessness prevention.

Disparity Reduction: Work under this program is specifically targeted at reducing racial disparities and helps provide housing stability to people affected by systemic racism and the related impacts on education, income, and housing.

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0301

#### **Item Description:**

Agmt A2512992 with MN Housing Finance Agency to accept grant funds for the Family Homeless Prevention and Assistance Program for homelessness prevention and Rapid Re-Housing services for homeless persons, 10/01/25-09/30/27, \$8,075,000 (recv)

#### Resolution:

BE IT RESOLVED, that Agreement A2512992 with the Minnesota Housing Finance Agency for the Family Homeless Prevention and Assistance Program, providing funds for homeless prevention and Rapid Re-Housing services during the period October 1, 2025 through September 30, 2027, in the receivable amount of \$8,075,000, be approved; that the Chair of the Board be authorized to sign the agreement on behalf of the county; and the Controller be authorized to accept and disburse the funds as directed; and

BE IT FURTHER RESOLVED, that sponsorship and acceptance of grant funding for this program by the Hennepin County Board of Commissioners does not imply a continuing funding commitment by Hennepin County for this program if these grant funds are not made available or when grant funds are no longer available.

#### **Background:**

The Family Homeless Prevention and Assistance Program (FHPAP) was created by the Minnesota Legislature in 1993 as an outcome-oriented grant intended to address issues of homelessness for families with children. single adults, and youth. Hennepin County has been a grantee since 1993. Most recently, the board accepted FHPAP funding on October 1, 2024 (Board Resolution 24-0386). 100% of FHPAP funds originate from the Minnesota Legislature as state dollars; there are no Federal funds (pass through or direct) used in FHPAP.

FHPAP services are aimed at preventing homelessness and quickly re-housing people who become homeless. These include financial assistance to help prevent households from becoming homeless and Rapid Re-Housing services to help families, singles, and youth obtain housing. Services also include case management to help households stabilize in the community and work toward self- identified goals.

The Human Services outcome-focused model is considered a national best practice by the U.S. Department of Housing and Urban Development and by the National Alliance to End Homelessness. The FHPAP service model has been widely replicated across the country.

Prevention and Rapid Rehousing providers have been intentionally selected because of their ability to provide culturally specific services. For RRH this includes AICDC for the Native American Community and Edith House which prioritizes services to the African American community, primarily single adults, with both providers subject to available referrals from the Coordinated Entry System. Community Mediation and Restorative Services, Inc. (CMRS) prioritizes services to the African-American community, as does Isuroon.

Households served this biennium have dominantly been people of color, at 82% of Head of Households, and vs. 27% of people county-wide who identify as persons of color. The majority served have been African American heads of household (67%), Native American, (4%) and people identifying as more than one race

(7%).

Minnesota Housing requires that the county evaluate outcomes through a racial equity lens. Hennepin County is working to monitor program outcomes for disparities and review/adjust programs and services to address any identified disparities in outcomes.

Organizations funded to provide services through this grant include:

Agate Housing + Services (Formerly St. Stephen's Human Services)

- Comunidades Latinos En Servicios (CLUES)
- Community Mediation and Restorative Services, Inc. (CMRS)
- Edith House
- Greater Minneapolis Council of Churches
- Isuroon
- Lutheran Social Services
- Minnesota Indian Women's Resource Center (MIWRC)
- American Indian Community Development Corporation
- Simpson Housing
- The Aliveness Project
- The Link
- Vail Communities (Formerly Vail Place)
- Young Men's Christian Association (YMCA)
- YouthLink

This funding will also support Hennepin County's administration of direct assistance for the Homeless Prevention. To accomplish this, the grant will support 1.0 current Human Services Representative position.

**Current Action:** Approve agreement A2512992 and accept \$8,075,000 in funding from the Minnesota Housing Finance Agency's FHPAP for the 2025-2027 biennium (10/01/25-09/30/27). This funding will support Hennepin County's and selected provider's work in providing homelessness prevention and rapid rehousing services.

**Disparity Reduction:** Work under this program is specifically targeted at reducing racial disparities and helps provide housing stability to people affected by systemic racism and the related impacts on education, income, and housing.

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0302

#### **Item Description:**

Amd 1 to Agmt PR00002772 with Act One Group, Inc. to provide a jail management system for the Hennepin County Jail, 11/17/20-11/16/26, incr NTE by \$776,125 for a new total NTE of \$2,606,012.50

#### Resolution:

BE IT RESOLVED, that Amendment 1 to Agreement PR00002772 with Act One Group, Inc. to provide a jail management system for the Hennepin County Jail, with no change to the contract period of November 17. 2020 through November 16, 2026, and increasing the not to exceed amount by \$776,125 for a new total not to exceed amount of \$2,606,012.50; that the Chair of the Board be authorized to sign the agreements on behalf of the County; and the Controller be authorized to disburse funds as directed.

#### Background:

In 2020, the Hennepin County Sheriff's Office (HCSO) entered into agreement PR00002772 with the Act One Group, Inc., doing business as ATIMS, to replace its outdated Jail Management System (JMS). The JMS software was provided via a Service (SaaS) model, along with the necessary hardware and extensive implementation services. The scope of services included project management, data migration, interface development, training, and ongoing support and maintenance. The primary objective was to ensure seamless integration with external systems and compliance with data privacy and security regulations. The agreement also encompassed customization, user acceptance testing, and premium support to meet the specific needs of Hennepin County and ensure efficient system operation.

During the implementation process, additional technical support requirements arose, necessitating change orders. As a result, ATIMS provided services in response to these change orders leading to increased expenditures and the original not to exceed amount of \$1,829,887.50 was met. The increased not to exceed amount is included in the HCSO's 2025 budget and 2026 requested budget. Moving forward, ATIMS and HCSO will continue collaboration to finalize the implementation of the JMS. The revised not-to-exceed amount accounts for ongoing maintenance and support, implementation of change orders, and other related expenses through the end of the agreement term.

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0303

#### **Item Description:**

Agmt PR00007377 with Bridging, Inc., 09/01/25-12/31/27, NTE \$35,000 and Agmt PR00007376 with Certified Recycling LLC, 09/01/25-12/31/27, NTE \$160,000

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to negotiate Agreement PR00007377 with Bridging, Inc. for collection and reuse services for furniture and household goods during the period of September 1, 2025, through December 31, 2027, with a not to exceed amount of \$35,000, and Agreement PR00007376 with Certified Recycling LLC for collection and recycling services for furniture and household goods during the period of September 1, 2025, through December 31, 2027, with a not to exceed amount of \$160,000; that following review and approval by the County Attorney's Office, the County Administrator be authorized to sign the agreements on behalf of the county; and that the Controller be authorized to disburse funds as directed.

#### **Background:**

Minnesota State Statute requires metro counties achieve a 75% recycling rate by 2030, and the county's Zero Waste Plan aims to achieve 90% diversion from landfills and incinerators. A new county initiative advances two of the highest impact zero-waste actions: Expand collection and drop-off options for reusable and hard-to-recycle items and ensure that every person has equitable access to zero-waste tools.

The county plans to collaborate with cities and other partners to host events that collect furniture and household goods. The county has successfully coordinated reuse collection events in the past focused on building materials. Following that model for the collection of furniture and household goods will build on best practices.

Staff proposes to contract with Bridging, Inc. to collect and reuse donated items. Bridging is a nonprofit that helps people transition to stable housing by providing them with essential furniture and household goods to furnish their homes. Certified Recycling, LLC proposes to collect and recycle donated items that are not in suitable condition for reuse. Certified Recycling can accept a wide variety of items and has experience participating in events and working with Bridging.

The effort will start with two pilot events in 2025 and will scale up based on the success of the initial events, with approximately 16 events held by the end of 2027. Similar furniture collection events in the metro area have resulted in collection amounts of approximately 8,000 pounds per event, with an 85% reuse rate.

In addition to advancing progress toward zero waste, this initiative supports the county's disparity reduction efforts. It helps ensure that everyone has equitable access to zero-waste tools. The county's Zero Waste Plan gaps analysis found that people without easy access to transportation or convenient drop-off options were not diverting as much material as people with easy access. The lack of access to reuse and recycling options for bulky and hard-to recycle items is a barrier to achieving an equitable zero-waste system. To improve access, staff plan to host furniture and household good collection events throughout the county. Sites will be selected by applying criteria such as proximity to willing partners and environmental justice areas, distance to

established drop-offs, and availability of different types of transportation, like cars, buses, trains, bicycling and walking. The events will be promoted using inclusive communication strategies and outreach through community partners and trusted messengers.

#### **Current Request:**

This request seeks authorization for the County Administrator to negotiate the following agreements for the collection and recycling services of furniture and household goods:

- Agreement PR00007377 with Bridging, Inc. during the period of September 1, 2025, through December 31, 2027, with an amount not to exceed \$35,000; and
- Agreement PR00007376 with Certified Recycling LLC during the period of September 1, 2025, through December 31, 2027, with an amount not to exceed \$160,000.

#### Impact/Outcomes:

This new county initiative advances two of the highest impact zero-waste actions to expand collection and drop-off options for reusable and hard-to-recycle items and ensure everyone has equitable access to zerowaste tools. These contracts will support approximately 16 collections events, where around 128,000 pounds of usable furniture and household goods will be saved from the trash and given to people moving into stable housing. This initiative also supports the county's climate action goals by avoiding emissions associated with resource extraction and the manufacturing of new products.

300 South Sixth Street Minneapolis, MN 55487-0240

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0304

#### **Item Description:**

Declare property at 8941 Portland Ave S, Bloomington surplus and authorize sale to Touchstone Mental Health for Intensive Residential Treatment Services

#### Resolution:

BE IT RESOLVED, that public ownership of the property located at 8941 Portland Avenue South in Bloomington is no longer required to facilitate the provision of residential treatment services at this location;

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate Agreement A2512801 with Touchstone Mental Health, or affiliated entity, for the sale of property at 8941 Portland Avenue South in Bloomington, with an estimated receivable amount of \$1,223,100; that following review and approval by the County Attorney's Office and approval by the Commissioner of Minnesota Management and Budget, the Chair be authorized to sign the agreement, and the County Administrator be authorized to sign all related conveyance documents; and that the Controller be authorized to receive and disburse funds as directed; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate Loan Agreement LS00000040 with Touchstone Mental Health, or an affiliated entity, for the acquisition of the property at 8941 Portland Avenue South in Bloomington for the provision of intensive residential treatment services, during the period September 1, 2025 through December 31, 2035, in an amount not to exceed \$600,000; that following review and approval by the County Attorney's Office, the Chair be authorized to sign the loan agreement, and the County Administrator be authorized to sign all related loan documents; and that the Controller be authorized to receive and disburse funds as directed.

#### **Background:**

Hennepin County acquired the property at 8941 Portland Avenue South, Bloomington ("Property") from the State of Minnesota in 2015. The Property was renovated for use as a 16-bed intensive residential treatment services ("IRTS") mental health facility. Since 2015, the Property has been operated by Touchstone Mental Health ("Touchstone"). The IRTS services provided by Touchstone are authorized by a county Human Services and Public Health Department provider agreement and are funded primarily by the State of Minnesota and health plan reimbursement.

The State of Minnesota utilized general obligation bonds the finance the purchase and rehabilitation of the Property when it originally acquired it in the late 1990's. Because the majority of those state bonds have now matured, public ownership of the Property is no longer required to facilitate the ongoing provision of IRTS services at this location. A request for proposals was issued in March 2025 for the sale of the Property for use as a privately-owned IRTS facility. Following a competitive selection process, Touchstone was selected to purchase the Property. To ensure the ongoing use of the Property for the provision of IRTS services, a portion of the sale proceeds will be used to provide a deferred loan to Touchstone for the acquisition. The loan will require use of the Property as an IRTS facility for a minimum 10-year period.

Because a small amount of state bonds used to renovate the Property remain outstanding, sale of the

Property is subject to approval by the Commissioner of Management and Budget ("MMB"). Staff will seek approval from MMB prior to finalizing a purchase agreement for execution.

Current Request: This request is for authorization to declare the property at 8941 Portland Avenue, Bloomington surplus and authorization to negotiate Agreements A2512801 and LS00000040 with Touchstone Mental Health for the sale of the Property for ongoing use as an IRTS facility.

Impacts/Outcome: The sale will return surplus property to private ownership, reduce ongoing county operating and maintenance expenses, and promote the continued provision of IRTS services.

**Property Sale** 8941 Portland Avenue S, Bloomington 55420 88th St E TOTH AND S **Oxboro** Library adnoff Ln 2nd Awe S Golumbus Ave S Chicago Awe S Sird Awe S 89th St E **Valley View** School Portilend Ave S Perk Ave S Oalkland Ave S 90th St E **Commissioner District** Wright Valley Anoka View Park 91st St E 49th Ave S 5th Ave S Carver **Property Location** Scott Dakota BAR map date: 0 400 800 7/22/2025 Feet

300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0305

#### **Item Description:**

Work Order PR00007648 with SRF Consulting Group, Inc. for design and engineering services for rehabilitation of Bridge No. 27565 and roadway improvements on CSAH 15, CP 2193000, NTE \$511,166.20

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to execute Work Order PR00007648 for Agreement PR00002261 with SRF Consulting Group, Inc. to provide preliminary design and engineering services for the rehabilitation of Bridge Number 27565 and roadway improvements on County State Aid Highway 15 (Shoreline Drive) from Ferndale Road to Bridge No. 27565 over the Burlington Northern Santa Fe Railroad in the cities of Orono and Wayzata (capital project 2193000), in an amount not to exceed \$511.166.20: that upon review and approval by the County Attorney's Office, the County Administrator be authorized to sign the work order contract on behalf of the county; and that the Controller be authorized to disburse the funds as directed.

#### **Background:**

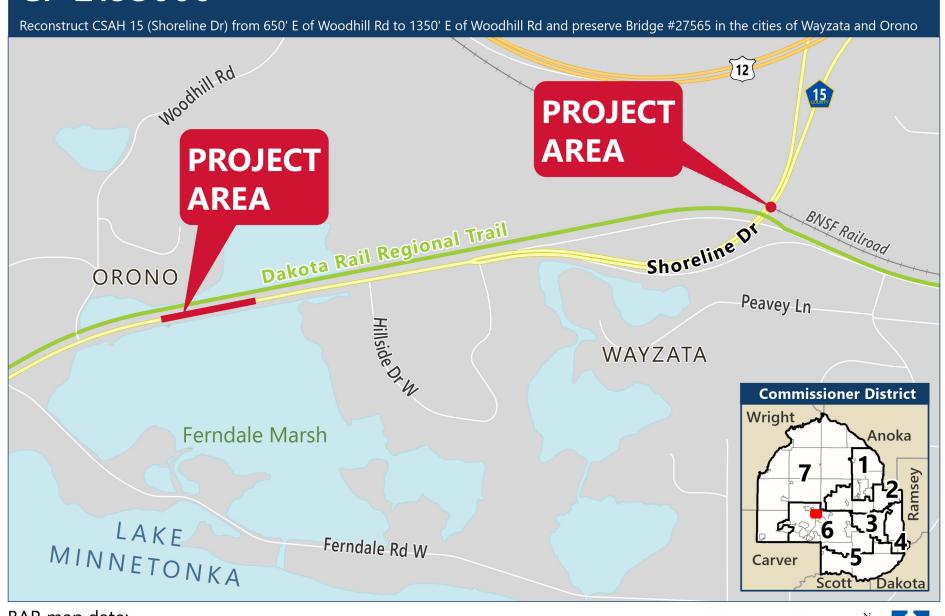
County staff identified two locations along Shoreline Drive from Ferndale Road to Highway 12 that have experienced reoccurring maintenance issues. To improve Shoreline Drive, Project 2193000 was established in the 2025-2029 Capital Improvement Plan, with expenses being tracked in subprojects 2193001 and 2193002. The improvements will include roadway reconstruction to address settlement issues and rehabilitation of an aging bridge built in 1973.

SRF Consulting Group, Inc. was selected through a qualification-based process to provide preliminary design and engineering services for this project, which is anticipated to begin construction in 2027.

Current Request: This request seeks authorization for the County Administrator to execute Work Order PR00007648 with SRF for preliminary design and engineering services, in an amount not to exceed \$511.166.20.

Impacts/Outcomes: This action supports the county's Mobility 2040 goals, climate action, safety, and disparity reduction efforts by preserving and modernizing our transportation system.

# CP 2193000



BAR map date: 7/1/2025

0 610 1,220 **Feet** 





300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0306

#### **Item Description:**

Modify Agmt PW 42-40-22 to include Edina's participation in maintenance responsibilities (CP 2190100), no change to project budget

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to modify the negotiation of Agreement PW 42 -40-22 (State Contact No. 1051546) to include the City of Edina, along with the Minnesota Department of Transportation and the cities of Richfield and Bloomington, for maintenance responsibilities of improvements within MnDOT right of way as part of the I-494 Corridors of Commerce Project, County Project 2190100; that upon review and approval by the County Attorney's Office, the Chair of the Board be authorized to sign the agreement on behalf of the county.

#### **Background:**

Minnesota Department of Transportation, in collaboration with the county and the cities of Richfield, Bloomington, and Edina, is leading a roadway reconstruction project along I-494 from East Bush Lake Road to Trunk Highway 77. On November 22, 2022, the county board approved the negotiation of Agreement PW 42-40-22 with MnDOT and the cities of Richfield and Bloomington (Resolution 22-0489).

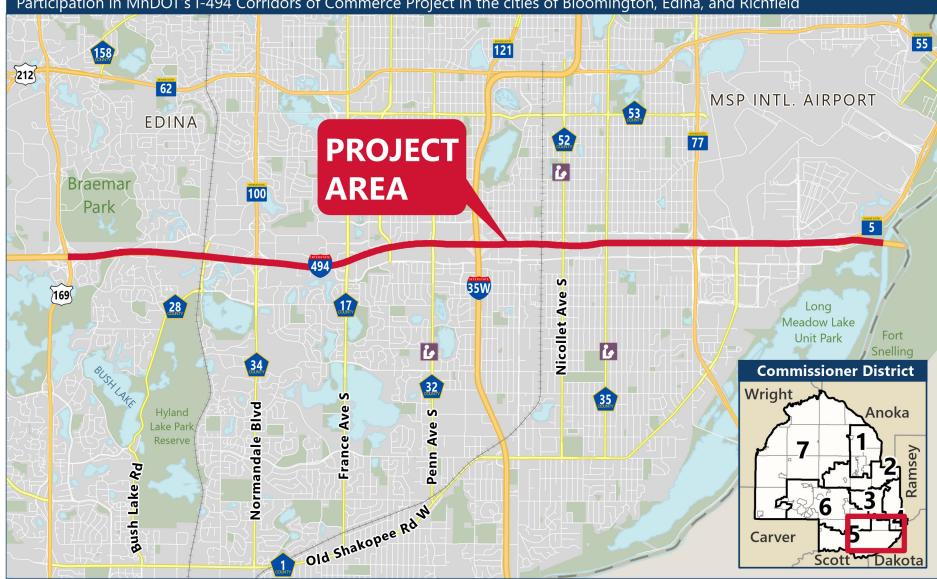
Negotiations are underway but the agreement has not been signed. MnDOT is requesting a modification to include the City of Edina's responsibilities for stormwater maintenance within MnDOT right of way.

Current Request: This request seeks authorization to modify Agreement PW 42-40-22 to include the City of Edina, along with MnDOT and the cities of Richfield and Bloomington, in maintenance responsibilities for improvements within MnDOT right of way.

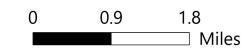
Impacts/Outcomes: This action supports the county's mobility 2040 goals, climate action, and disparity reduction efforts by preserving and modernizing our transportation system and improving accessibility, mobility, and safety for multi-modal transportation.

# CP 2190100 | PW 42-40-22

Participation in MnDOT's I-494 Corridors of Commerce Project in the cities of Bloomington, Edina, and Richfield



BAR map date: 7/7/2025





300 South Sixth Street Minneapolis, MN 55487-0240

# HENNEPIN COUNTY

## **MINNESOTA**

#### **Board Action Request**

#### 25-0307

#### **Item Description:**

Neg Agmt PW 35-43-25 with Rogers for cost participation and maintenance of Fletcher Bypass (CP 2021000 and 1010101), est county cost \$3,533,985

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to negotiate Agreement PW 35-43-25 with the City of Rogers for cost participation and maintenance responsibilities relating to the design, right-of-way acquisition, and construction of Fletcher Bypass (County State Aid Highway/County Road 116) from County Road 159 (Territorial Road) to County State Aid Highway 81, at an estimated county cost of \$3,533,985 (\$3,230,476 from capital project 2021000 and \$303,509 from capital project 1010101); that upon review and approval by the County Attorney's Office, the Chair of the Board be authorized to sign the agreement on behalf of the county; and that the Controller be authorized to accept and disburse funds as directed

#### Background:

The City of Rogers, in collaboration with Hennepin County, is leading the design and construction of Fletcher Bypass, generally between County Road 159 (Territorial Road) and County State Aid Highway 81. Construction of the following improvements along Fletcher Bypass is anticipated to start in fall 2025:

- Roundabouts at the intersections of Territorial Road and County State Aid Highway 81
- Multiuse trail
- At-grade railroad crossing
- IT connectivity

Federal Congressionally Directed spending through the United States Department of Transportation was made available to the city for this project. The county's cost participation will be funded by \$3,230,476 from capital project 2021000 - CSAH 150 Fletcher to CSAH 81 and \$303,509 from capital project 1010101 - IT Community Connect 2026-2030.

Current Request: This request seeks authorization to negotiate and execute Agreement PW 35-43-25 with the City of Rogers for cost participation and maintenance of Fletcher Bypass, at an estimated county cost of \$3,533,985.

**Impacts/Outcomes:** This action supports the county's Mobility 2040 goals, climate action and disparity reduction efforts by improving accessibility, connectivity, mobility, and safety for multimodal transportation users.

## CP 2021000 Participation in the City of Roger's Fletcher Bypass Project County Road 87 150 94 Main 159 Brockton-Ln-N Territorial Rd ROGERS DAYTON **PROJECT Commissioner District AREA** Wright Anoka Fletcher-Ln Carver Scott Dakota BAR map date: 0.6 0.3 0 5/21/2025 Miles

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0308

#### Item Description:

Neg various agmts for Green Partners environmental grants for periods between 09/01/25-08/31/26 and 09/01/25-08/31/27, total NTE \$236,300

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to negotiate the following agreements during the period September 1, 2025 to August 31, 2026, with a total amount not to exceed \$89,000;

- PR00007624 with Brooklyn Center Independent School (d/b/a Brooklyn Center Community Schools) for Growing Up Growing BC, Youth Environmental Leadership project, not to exceed \$16,000;
- PR00007626 with EMERGE Community Development for Urban Landscape Technologies & Youth Green Jobs, Youth Environmental Leadership project, not to exceed \$25,000;
- PR00007607 with Greater Minneapolis Council of Churches for Lake Street Youth Labs, Youth Environmental Education project, not to exceed \$15,000;
- PR00007608 with Lyndale Neighborhood Association for Reducing Wasted Food, Environmental Action project, not to exceed \$23,000; and
- PR00007606 with Special School District 1 for Outdoor Explorers & Expedition Minneapolis, Youth Environmental Education project, not to exceed \$10,000; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate the following agreements during the period September 1, 2025 to August 31, 2027, with a total amount not to exceed \$147,300;

- PR00007604 with Appetite for Change, Inc. for Youth Training and Opportunities Program, Youth Environmental Education project, not to exceed \$47,700;
- PR00007622 with Spark-Y for Environmental Service-Learning at Volunteers to America High School, Youth Environmental Leadership project, not to exceed \$50,000; and
- PR00007621 with Urban Strategies, Inc. for Green Garden Bakery Youth Eco-Enterprise, Youth Environmental Leadership project, not to exceed \$49,600; and

BE IT FURTHER RESOLVED, that following review and approval by the County Attorney's Office, the County Administrator be authorized to sign the agreements on behalf of the county; and that the Controller be authorized to disburse funds as directed.

#### **Background:**

The Hennepin County Green Partners program provides funding to organizations to actively educate, engage, and motivate residents to become environmental stewards and make positive environmental behavior changes. Since the program was established in 2012, the county has awarded 286 grants totaling more than \$4.3 million. Funding for the program comes from the Solid Waste Enterprise Fund.

The program offers three types of grants: Environmental Action grants for projects that focus on motivating adults to take environmentally friendly actions, Youth Environmental Leadership grants that engage older

youth (high school to age 24) in environmental leadership opportunities, and Youth Environmental Education grants for projects engaging young people in environmental education and stewardship.

Eligible organizations include:

- registered nonprofit organizations such as community groups, youth programs and congregations;
- park districts; and
- private and public schools, including community education programs and early childhood family education.

The county released a request for proposals in March 2025. A total of 62 applications were received, of which four were ineligible and one withdrew its application. A total of 25 grants are recommended, for a total amount of \$547,400.

Eight of the 25 agreements require board approval because these vendors have existing contracts with the county that exceed \$100,000. The remaining 17 agreements will be approved through administrative processes. The full list of agreements is included below.

Environmental Action project awards:

- Amanah Recreational Project (Minneapolis) \$12,000 for Hijabie Thrift to provide Muslim women with opportunities to reduce waste through secondhand shopping within their own community.
- League of Women Voters (Minneapolis) \$7,000 to engage members in organics recycling in singlefamily homes, multi-unit condos, rentals, and co-ops.
- Lyndale Neighborhood Association (South Minneapolis) \$23,000 to engage renters and homeowners in the Lyndale, Kingfield, and Tangletown neighborhoods in reducing wasted food and recycling organic waste and food scraps through events, door knocking, and outreach.
- Mississippi Park Connection (North Minneapolis) a two-year \$50,000 grant to connect underrepresented communities in Minneapolis to North Mississippi Regional Park through experiential programming that includes bird watching, stargazing, and interpretive nature programs; learning about the river ecosystem and environmental stewardship; and practicing health and wellness in nature.
- Richfield Foundation (Richfield and Bloomington) a two-year \$50,000 grant to engage residents in creating biodiverse native habitat in place of lawns by providing community education and innovative ways to reduce barriers to accessing native plants through winter seed sowing and community building.

Youth Environmental Leadership project awards:

- Brooklyn Center Independent Schools (Brooklyn Center) \$16,000 to offer one middle and two high school courses in environmental leadership during the school day. In these courses, students will explore nature appreciation, wellbeing, stewardship, and experience hands-on learning connected to green careers.
- EcoAlpha (countywide) \$10,000 to train youth to lead public education on recycling, composting, and waste reduction at cultural festivals, fairs, and community events. Through hands-on learning, multilingual outreach, and peer-led engagement, youth will explore waste systems, zero waste strategies, and the environmental impacts of overconsumption.
- EMERGE Community Development (Minneapolis) \$25,000 for Urban Landscape Technologies & Youth Green Jobs, a year-round youth development project with curriculum and support from the University of Minnesota that engages a core group of youth leaders in internships, afterschool programming and education, hands-on projects, and community outreach at the intersection of environmental protection and emerging technologies.
- Environmental Initiative (countywide) \$20,000 for a four-year program designed to equip youth from historically underrepresented communities with the education, skills, and connections needed to pursue careers in environmental fields. Youth will gain field experience, workforce training, mentorship, and networking while learning about environmental topics.

- Independent School District No. 272 (Eden Prairie) \$5,000 for Threads4Change, a youth-led project that combines creative fashion with environmental education. Through hands-on upcycling workshops, clothing repair events, and sustainability-focused giveaways, youth in Eden Prairie will learn about the environmental impacts of textile waste and take action to reduce waste.
- Juxtaposition Arts (Minneapolis) \$12,000 to activate its Healing Pavilion and Garden as a youth-led outdoor classroom and regenerative ecology lab and engage youth apprentices in a year-long program of workshops and hands-on projects, building skills in composting, pollinator planting, seed saving, ecological monitoring, sound ecology, and water-conscious design.
- MIGIZI Communications (Minneapolis) \$25,000 for a Green Tech Institute to expose Indigenous youth and youth in Minneapolis to numerous professional career experiences, equipping them with tools and knowledge to launch a specialized career in STEM/energy and green construction.
- Urban Strategies, Inc. (North Minneapolis) \$49,600 to engage youth in the Heritage Park neighborhood in Minneapolis in gaining professional development skills for green-focused jobs and investing in their community through the creation and operation of a lending library, adoption of rain gardens, and advocacy for greener development in their neighborhood.
- Zintkala Luta (North Minneapolis) \$12,000 for a collaborative effort, GrowUs LLC, to expand and
  extend the impact of existing youth development programs, urban agriculture initiatives, and green
  construction projects while inspiring the next generation of environmental justice leaders with young
  adults in Minneapolis.

#### Youth Environmental Education project awards:

- Appetite for Change, Inc. (Minneapolis) two-year grant \$47,700 to offer environmental education, hands-on urban gardening experiences, food harvesting for distribution, community engagement, and crucial skills for future success. Participants will explore the related skills and science behind climate and food systems, organic waste, and composting.
- ArtStart (Minneapolis) \$12,000 to engage third grade elementary students in Minneapolis Public Schools in a nine-month environmental education experience that includes outdoor nature field trips and classroom-based artist residencies that will educate, engage, and motivate kids in appreciating and protecting native birds and their habitats.
- Greater Minneapolis Council of Churches (South Minneapolis) \$15,000 to increase youth awareness
  of and confidence in pursuing environmental science- based career paths by increasing student
  awareness of critical environmental topics including waste reduction, natural habitats, Minnesota
  wildlife, and experiencing nature around the Midtown Phillips neighborhood.
- Midwest Food Connection (Minneapolis) a two-year grant of \$42,100 to engage Minneapolis youth in K-8 classrooms in climate-friendly actions related to food by learning about purchasing, packaging, consumption, and waste.
- Minnesota Swahili Christian Congregation (countywide) \$15,000 to engage young people to be good stewards of environmental resources and engaging congregation members from across the county in waste reduction practices and community swaps.
- MN Trout Association, Inc. (countywide) \$6,000 to foster environmental stewardship in students in K-8 classrooms across the county by connecting classroom learning with local waterways through outdoor education where students will raise trout from eggs to fingerlings, study aquatic ecosystems, and engage in hands-on outdoor experiences.
- Science Museum of Minnesota (North Minneapolis) \$12,000 to engage elementary school students in learning about environmental and social justice issues impacting their community while building a small model of a sustainable urban oasis, with pollinator gardens, trees, ponds, and more.
- Special School District 1 (Minneapolis) \$10,000 to expand environmental education opportunities and field experiences with Minneapolis Park naturalists for youth enrolled in Minneapolis Public School's Summer Scholars and afterschool programming.
- Strong Mind Strong Body Foundation (Minneapolis) \$6,000 to engage students in a year-long elective class at Ella Baker districtwide magnet school to empower middle school youth to become local

- changemakers through food justice education and youth-led community journalism on topics including organic waste, composting, water conservation, native plants, pollinators, sustainability, and climate.
- We All Need Food and Water (countywide) \$15,000 to engage youth and families across the county through environmental participatory puppet performances, hands-on activities to reinforce learning, and making pledges to protect the environment in their daily life.

Current Request: This request is to authorize the County Administrator to negotiate five Green Partners environmental grant agreements during the period September 1, 2025 to August 31, 2026, with a total amount not to exceed \$89,000.

Also, this request is to authorize the County Administrator to negotiate three Green Partners environmental grant agreements during the period September 1, 2025 to August 31, 2027, with a total amount not to exceed \$147,300.

**Impact/Outcomes:** The Green Partners projects support the county's goals of environmental stewardship, engaging communities, enhancing quality of life, and protecting the environment for current and future generations.

Recommended projects focus primarily on audiences that face disparities. Eleven of the 25 recommended applicants are new to the program and will receive their first Green Partners award in 2025.

Organizations listed in this request will engage more than 9,000 people, which include more than 6,500 youth, in becoming environmental stewards and taking action to protect the environment. These projects are expected to reach more than 165,000 people with environmental messages.

Organizations are required to report project outcomes. Research has shown that these models of community environmental engagement are effective in motivating participants to take actions that have a positive impact on the environment

# **HENNEPIN COUNTY**

## **MINNESOTA**

#### **Board Action Request**

#### 25-0309

#### **Item Description:**

Neg various 2025 ERF grant agmts, total NTE \$1,866,428; neg ERF grant Agmt PR00007667 with St. Louis Park Economic Development Authority for costs incurred 02/11/22-05/10/26, NTE \$177,000; and Amd 2 to Agmt PR00004512 for ERF grant funding with St. Louis Park Economic Development Authority, ext end date to 11/15/27, no change to NTE

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to negotiate the following Environmental Response Fund grant agreements for the cleanup of contaminated sites, for periods of one and two years beginning on the dates of execution:

- Agreement PR00007634 with Clare Housing or affiliated entity, in an amount not to exceed \$68,120;
- Agreement PR00007635 with the Little Earth of United Tribes Housing Corporation or affiliated entity, in an amount not to exceed \$135,058;
- Agreement PR00007633 with Minnesota Brownfields, in an amount not to exceed \$400,000;
- Agreement PR00007639 with the City of Minneapolis, in an amount not to exceed \$500,000;
- Agreement PR00007637 with the City of Rogers, in an amount not to exceed \$150,000;
- Agreement PR00007638 with the Three Rivers Park District, in an amount not to exceed \$477,000; and
- Agreement PR00007636 with the City of St. Anthony Village, in an amount not to exceed \$136,250;

BE IT FURTHER RESOLVED, that following review and approval by the County Attorney's Office, the County Administrator be authorized to sign the agreements on behalf of the county; that costs incurred by the grantees after the board approval date be eligible for reimbursement upon execution of the agreements; that the County Administrator be authorized to approve extensions of a 12-month period to the agreements; and that the Controller be authorized to disburse funds as directed.

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate Environmental Response Fund grant agreement PR00007667 with St. Louis Park Economic Development Authority, for costs incurred during the period of February 11, 2022 through May 10, 2026 in an amount not to exceed \$177,000; that upon review and approval by the County Attorney's Office, the County Administrator be authorized to sign the agreement on behalf of the county; and that the Controller be authorized to disburse funds as directed.

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate Amendment 2 to Environmental Response Fund Agreement PR00004512 with the St. Louis Park Economic Development Authority extending the end date to November 15, 2027; that following review and approval by the County Attorney's Office, the County Administrator be authorized to sign the agreement on behalf of the County; and that the Controller be authorized to disburse funds as directed.

#### Background:

The Environmental Response Fund (ERF) helps revitalize sites by providing funds to assess and clean up

contamination. The grants reduce barriers to site improvement or redevelopment caused by the added costs of environmental cleanup and lessen the risk to human health and the environment posed by the contamination.

Minnesota Statutes, sections 383B.80 and 383B.81, authorize the county to collect a mortgage registry and deed tax for the purpose of establishing an ERF. The board established the ERF in 1997 (Resolution 97-06-410R1) and authorized the grant program in 2001 (Resolution 01-615).

Since 2001, ERF has funded 503 projects totaling \$80.6 million. Projects supported by ERF provide a variety of community benefits, including creating affordable and moderately priced housing, supporting economic development, and making infrastructure improvements. Many ERF grants address environmental contamination in communities with significant disparities in health, including low-income areas and communities of color. Some of these sites become catalysts for new development in neighboring areas, which can help address racial disparities in housing, employment, and income.

In February 2025, the county solicited proposals from municipalities and nonprofit and for-profit developers. receiving nine applications. Applications were evaluated on project need, the risk posed by the contamination and the appropriateness of the cleanup approach, creation or preservation of affordable and/or moderately priced market-rate housing, the fostering of economic development, and the readiness of the project to proceed. To maximize collaboration between funders, the timing of the ERF grant round coincides with additional contamination cleanup grant programs administered by the Minnesota Department of Employment and Economic Development and the Metropolitan Council. Seven of nine applications were recommended for award. The Metropolitan Council is funding the remaining two applications.

As a major economic center for 150 years, the county has a concentration of contaminated sites. Much of this contamination was caused by chemical spills or improper disposal of hazardous waste prior to the existence of environmental regulations. These improper disposal practices of the past can still cause soil and groundwater pollution that present environmental risks today. In addition, many buildings in Hennepin County, particularly in Minneapolis and the inner ring suburbs, were constructed prior to 1970 when the use of asbestos and leadbased paint was prevalent.

#### **Current Request:**

This request is to authorize the County Administrator to negotiate ERF grant agreements during various periods, with the total combined amount not to exceed \$1.866.428.

The seven Spring 2025 ERF projects recommended for funding are summarized as follows and are described in the attached report, Environmental Response Fund Spring 2025 Funding Recommendations.

- Clare Apartments, Minneapolis \$68,120 for additional assessment and installation of a soil vapor mitigation system in an existing affordable housing building. (Grantee: Clare Housing or affiliated entity)
- Little Earth Housing, Minneapolis \$135,058 for soil vapor mitigation system associated with the renovation of existing affordable housing. (Grantee: Little Earth of United Tribes Housing Corporation or affiliated entity)
- Minnesota Brownfields Brownfield Gap Financing Program \$400,000 to continue the Brownfields Gap Financing Program, which provides small environmental grants to government entities, non-profit organizations, and emerging developers. (Grantee: Minnesota Brownfields)
- Northeast Green Campus Expansion, Minneapolis \$500,000 for disposal of contaminated soils and installation of active vapor mitigation system in a new affordable housing building. (Grantee: City of Minneapolis on behalf of Mississippi Watershed Management Organization)
- Rogers Civic Campus Gateway Development, Rogers \$150,000 for soil cleanup associated with the development of a new city hall, police department and public plaza. (Grantee: City of Rogers)
- Sochacki Park Water Quality Improvements, Robbinsdale \$477,000 for soil cleanup associated

- with the development of stormwater management ponds and landscaping improvements at an existing park. (Grantee: Three Rivers Park District)
- Tibyan Community Center, Minneapolis \$136,250 for the installation of an active vapor mitigation system and sump reroute associated with the redevelopment of the building for use as a community center. (Grantee: City of St. Anthony Village)

This request also seeks approval for the county administrator to sign the agreements; allows the grantees to incur costs after the board approval date, with reimbursements being paid upon execution of the grant agreements; and authorizes the county administrator to approve extensions of a 12-month period to the grant agreements.

This request also seeks approval for the County Administrator to negotiate and sign a second amendment to ERF grant agreement PR00004512 with St. Louis Park Economic Development Agency. This agreement was awarded for soil cleanup and soil vapor mitigation at the Wooddale Station Redevelopment project site to facilitate construction of new market-rate and affordable housing and commercial space (Resolution 22-0297). Due to delays in the project timeline from project staff turnover and changing developers, an additional extension is being requested. No ERF eligible costs have been expended to date, leaving the full balance of \$239,000.

This request also seeks approval for the County Administrator to negotiate and sign ERF grant agreement PR00007667 with St. Louis Park Economic Development Agency for costs incurred during the period of February 11, 2022, through May 10, 2026 in an amount not to exceed \$177,000 for abatement activities, environmental oversight, contaminated soil transport and disposal, lead-contaminated soil stabilization, vapor mitigation installation and monitoring, associated consulting activities, and associated Minnesota Pollution Control Agency fees. This agreement is related to St. Louis Park Economic Development Agency's 2022 Environmental Response Fund grant agreement PR00004027 (Resolution 22-0036) for the Union Park Flats project. This project has been delayed due to project staff changes. The new agreement, PR00007667, is needed to reflect the entirety of the work.

These grant awards are funded by the Environmental Response Fund and are in the 2025 budget.

#### Impact/Outcome:

The recommended ERF grant awards will fund soil cleanup, vapor mitigation, and pre-development assessments. The awards will also assist developments that increase the tax base, create permanent jobs, create new stormwater management features, and create and preserve affordable housing. The recommended grants support the renovation or construction of 277 affordable housing units.

ERF grants reduce environmental contamination and support projects in communities with disparities in health, housing, employment, and income. Many of the projects supported by these grants include the construction or renovation of buildings that incorporate sustainable features, which support the county's climate action goals.

## HENNEPIN COUNTY

MINNESOTA

# Environmental Response Fund Spring 2025 Funding Recommendations



The Calvary Church/Belfry Apartments site in Minneapolis received a Spring 2022 ERF grant for asbestos abatement to support 41 units of deeply affordable housing. The redevelopment included construction of the Belfry Apartment building and renovation of the existing church buildings for use by the residents, church members, and a food shelf.

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## Overview

#### **Background**

The Environmental Response Fund (ERF) helps revitalize properties by providing funding to assess and clean up contamination. This helps recipients overcome barriers that the cost of environmental cleanup poses to site improvement or redevelopment. Cleaning up these sites also reduces the risk to human health and the environment.

ERF grants are used for a variety of activities that provide community benefit, including:

- Assessment and cleanup of soil and groundwater
- Evaluation and abatement of asbestos and lead-based paint
- Protecting buildings and occupants from contaminated soil vapor building intrusion

Since 2001, ERF has funded 503 projects totaling \$80,590,792.60. Funding for the ERF grant program comes from the Hennepin County mortgage registry and deed tax that was authorized in 1997 under Minnesota Statutes, section 383B.80. The board established the ERF in 1997 (Resolution 97-06-410R1) and authorized the grant program in 2001 (Resolution 01-615).

#### Applications and review process

A committee of seven staff from Hennepin County's Environment and Energy, Housing and Economic Development, and Land Information and Tax Services departments reviewed the applications and made recommendations for funding. Applications were evaluated on project need, the risk posed by the contamination and the appropriateness of the cleanup approach, creation or preservation of affordable and/or moderately priced market-rate housing, the fostering of economic development, and the readiness of the project to proceed.

The timing of the ERF grant round coincides with contamination cleanup grant programs administered by the Minnesota Department of Employment and Economic Development (DEED) and the Metropolitan Council to maximize collaboration among the three funders.

#### Summary of award recommendations

Nine applications were received and reviewed. The committee recommends awarding seven grants totaling \$1,866,428. Details on funding recommendations for each project are provided in the individual application summaries that follow.

- Clare Apartments, Minneapolis \$68,120 for additional assessment and installation of a soil vapor mitigation system in an existing affordable housing building. (Grantee: Clare Housing)
- **Little Earth Housing, Minneapolis** \$135,058 for soil vapor mitigation system associated with the renovation of existing affordable housing. (Grantee: Little Earth of United Tribes Housing Corporation).
- **Minnesota Brownfields Brownfield Gap Financing Program** \$400,000 to continue the Brownfields Gap Financing Program, which provides small environmental grants to government entities, non-profit organizations, and emerging developers. (Grantee: Minnesota Brownfields)
- Northeast Green Campus Expansion, Minneapolis \$500,000 for disposal of contaminated soils and installation of active vapor mitigation system in a new affordable housing building. (Grantee: City of Minneapolis on behalf of Mississippi Watershed Management Organization)

- Rogers Civic Campus Gateway Development, Rogers \$150,000 for soil cleanup associated with the development of a new city hall, police department and public plaza. (Grantee: City of Rogers).
- Sochacki Park Water Quality Improvements, Robbinsdale \$477,000 for soil cleanup associated with the development of stormwater management ponds and landscaping improvements at an existing park. (Grantee: Three Rivers Park District)
- **Tibyan Community Center, Minneapolis** \$136,250 requested for the installation of an active vapor mitigation system and sump reroute associated with the redevelopment of the building for use as a community center. (Grantee: City of St. Anthony Village on behalf of Tibyan Community Center)

The recommended ERF grant awards will fund soil cleanup, vapor mitigation, and assessment. The awards will also assist developments that increase the tax base, create or retain permanent jobs, and create or retain affordable housing. The recommended grants provide for the renovation or construction of 277 affordable housing units. ERF grants reduce environmental contamination and support projects in communities with disparities in health, housing, employment, and income.

#### Additional funding mechanisms

In addition to the ERF, Hennepin County offers several other funding mechanisms for brownfields assessment and cleanup.

Through grants from the U.S. Environmental Protection Agency (EPA), Hennepin County has low-interest loans available for brownfields cleanup from its Revolving Loan Fund (RLF) program.

Hennepin County also provides funding for brownfields environmental assessments to cities and nonprofit organizations on a rolling basis. This assessment funding comes from the county's RLF loan repayment proceeds and the Minnesota Brownfields Gap Financing Program (funded through an ERF grant).

These flexible funding sources have helped many organizations develop the environmental assessment information needed to submit applications to the ERF, DEED, and the Metropolitan Council for cleanup funding. Five of the ERF Spring 2025 applicants have received assessment funding from one or more these other county funding sources.

#### **Application summaries**

Summaries of the individual applications received are attached to this report and include a description of each project and the funding rationale.

#### Key of acronyms

Affordable Housing Incentive Fund (AHIF)

Area Median Income (AMI)

Black, Indigenous, and People of Color (BIPOC)

Capital Improvement Plan (CIP)

Full Time Equivalent (FTE)

Human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS)

Minnesota Department of Employment and Economic Development (DEED)

Minnesota Park and Recreation Board (MPRB)

Minnesota Pollution Control Agency (MPCA)

Polychlorinated biphenyls (PCBs)

Polycyclic Aromatic Hydrocarbons (PAHs)

Transit Oriented Communities (TOC)

United States Environmental Protection Agency (EPA)

Volatile Organic Compounds (VOCs)

#### **Contact information**

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PW Environment and Energy

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Minneapolis, MN 55487

mary.finch@hennepin.us

612-543-1595

www.hennepin.us/brownfields

## Clare Apartments

Address: 929 Central Avenue NE, Minneapolis

Applicant: Clare Housing

Property owners: Clare Apts Ltd Ptrnshp Et Al

Recommended award: \$68,120 (\$68,120 requested)

#### Award recommendation

The activities are eligible for funding. The recommended award is equal to the amount requested in the grant application.

**Previous ERF awards**: Minnesota Brownfields Gap Financing Program (ERF funded) – \$15,346 in 2025.

#### Other funding sources

• Hennepin County AHIF: \$500,000 (committed)

#### Economic development/housing impact

- Renovation of 32 affordable housing units consisting of 16 studio and 16 one-bedrooms at 30% of the AMI
- Retains 24 FTEs

#### Site description:

Multi-tenant residential building consisting of 32-units of supportive and affordable housing for individuals living with HIV/AIDS.

**Contamination issues:** Soil vapor contaminated with petroleum.

**Project plans:** Rehabilitation of the existing residential building.

Requested use of ERF grant: Funding for additional soil vapor assessment and installation of a soil vapor mitigation system.



# The Curve Nordeast

Address: 1501 Johnson Street NE, Minneapolis

Applicant: City of Minneapolis on behalf of the Quarry Developers LLC

Property owner: Minneapolis Park Property LLC

Recommended award: \$0 (\$81,606 requested)

#### Award recommendation

The applicant applied for funding from both the ERF program and the Metropolitan Council. The Metropolitan Council has agreed to fund the ERF request in addition to the request they received, which will reduce the administrative burden for the grantee.

Previous ERF awards: None

# Other funding sources

 Metropolitan Council: \$477,000 (committed)

• DEED: \$652,849 (requested)

#### Economic development/housing impact

- Increases the tax base
- Estimated 75 new FTEs
- Providing childcare and grocery store options

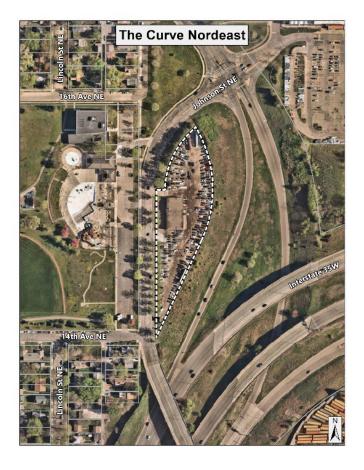
# Site description:

Former office and light industrial storage and maintenance building.

**Contamination issues:** Soil contamination solvents, PAHs and PCBs. Soil vapor contaminated with solvents.

**Project plans:** Construction of a mixed-use building with a daycare and grocery store.

**Requested use of ERF grant**: Funding for installing of a soil vapor mitigation system.



# Little Earth Housing

Address: 2501 Cedar Avenue S, Minneapolis

Applicant: Little Earth of United Tribes Housing Corporation

Property owner: Little Earth of United Tribes Housing Corporation

Recommended award: \$135,058 (\$135,058 requested)

#### Award recommendation

The activities are eligible for funding. The recommended award is equal to the amount requested in the grant application.

**Previous ERF awards:** Minnesota Brownfields Gap Financing Program (ERF funded) — \$32,284 in 2015 and \$21,106 in 2024

#### Other funding sources

- Hennepin County AHIF \$1.7M (committed)
- Metropolitan Council \$2M (committed)

### Economic development/housing impact

- Increases the property value
- Estimated 26 retained FTE
- Renovates 212 units priced at 30% of the AMI. Unit size ranges from studio to five-bedrooms.

# Site description

The site is currently residential housing for the Little Earth Native Community and was historically occupied by a machine shop, school, and other residential properties.

**Contamination issues:** Soil vapor contaminated with solvents.

**Project plans:** Renovation of existing 212 residential units.

**Requested use of ERF grant**: Funding for installing of a soil vapor mitigation system.



# Minnesota Brownfields Brownfield Gap Financing Program

Address: County-wide, multi-site (to be determined)

Applicant: Minnesota Brownfields

Property owners: Various (to be determined)

Recommended award: \$400,000 (\$400,000 requested)

#### Award recommendation

The activities are eligible for funding. The recommended award is equal to the amount requested in the grant application.

#### **Previous ERF awards:**

\$400,000 Spring 2024, \$200,000 Fall 2022, \$200,000 Fall 2021, \$200,000 Fall 2020, \$225,000 Fall 2019, \$200,000 Fall 2018, \$200,000 Fall 2017, \$250,000 Fall 2016, \$200,000 Fall 2015, \$150,000 Fall 2014, and \$150,000 Fall 2013

# Other funding sources

None

# **Economic development/housing impact**

- Will promote affordable housing and neighborhood level economic development
- Program success in Hennepin County inspired Ramsey County to create a similar program, expanding brownfields site assistance regionally
- Over 1/4 of recent applicants are emerging developers

# Site description:

The county established the Brownfields Gap Financing (BGF) Program in 2007 to provide timely funding for local units of government and non-profit organizations to address smaller-scope environmental issues for projects with limited budgets. Minnesota Brownfields, a non-profit organization, has administered the program since 2013. Projects requesting assistance from the program submit applications on a rolling basis and are evaluated by Minnesota Brownfields and county staff. This grant round, five projects were also assisted by BGF Program grants: Clare Apartments, Little Earth Housing, Northeast Green Campus Expansion, Penn Station Apartments, and Rogers Civic Campus Gateway Development.

The current funding request reflects continuation of 2024 changes to the program. These changes included increasing the maximum award per site to \$25,000 to reflect current rates for environmental services and expanding the list of eligible applicants to include for-profit emerging developers. These changes made the program consistent with a similar BGF program in Ramsey County and reflective of Hennepin County goals on supporting historically marginalized groups with overcoming financial barriers.

Contamination issues: To be determined.

**Project accomplishments:** As of May 2025, Minnesota Brownfields has committed 56% of the funds from the last grant award of \$400,000 in Spring 2024. Full expenditure of remaining funds is expected before the end of 2025. Since 2013, 121 affordable housing projects, 22 school and community garden projects, 29 neighborhood revitalization projects, 15 projects related to arts and culture, and 23 projects related to youth, family, and health services have benefited from the BGF Program.

**Requested use of ERF grant:** Funding for environmental assessment to support the continuation of the BGP Program.

# Northeast Green Campus Expansion

Addresses: 1900, 1912, and 1922 Monroe Street NE, and 661 19th Avenue NE, Minneapolis

Applicant: City of Minneapolis on behalf of Mississippi Watershed Management

Organization (MWMO)
Property owners: MWMO

Recommended award: \$500,000 (\$908,560 requested)

#### Award recommendation

The activities are eligible for funding. The recommended award is less than the amount requested in the grant application. The Metropolitan Council has agreed to fund the \$408,500 of the reduced amount to allow the ERF program to provide more funding to other projects. Additionally, ERF staff intend to pursue a subgrant from Hennepin County's RLF later in 2025 to support this project. The RLF is funded through a grant from the U.S. Environmental Protection Agency. If possible, RLF funds will be used in lieu of the ERF award recommendation.

**Previous ERF awards:** Fall 2015 — \$250,000 awarded for partial cleanup and abatement (different applicant); Minnesota Brownfield Gap Financing Program (ERF funded) — \$9,908 in 2024

# Other funding sources

- DEED \$759,333 (requested)
- Metropolitan Council \$965,500 (committed)
- Assessment funds from Hennepin County RLF loan repayment proceeds \$7,377 (committed)

#### Economic development/housing impact

- · Increases the property value
- Estimated 15 new FTE
- Creates 33 new affordable housing units consisting of one-bedrooms at or below 30% of the AMI.

#### Site description:

Vacant lot historically occupied by a metal plating facility.

Contamination issues: Soil contaminated with metals, petroleum, VOCs, PAHs, and cyanide. Groundwater contaminated with metals, petroleum, VOCs, PFAS, and pentachlorophenol. Soil vapor contaminated with VOCs.



Project plans: Development of a new affordable housing building for individuals living with

HIV/AIDS, stormwater management and re-use systems, and an urban agricultural lab intended for youth education.

**Requested use of ERF grant:** Funding for soil cleanup, removal of concrete slabs and footings, and installation of a soil vapor mitigation system.

# Penn Station Apartments

Address: 6501 and 6252 Penn Avenue S, Richfield

Applicant: City of Richfield Housing and Redevelopment Authority on behalf of Penn Station

Apartments LLLP

Property owners: City of Richfield Housing and Redevelopment Authority

Recommended award: \$0 (\$150,191 requested)

#### Award recommendation

The applicant applied for funding from both ERF program and the Metropolitan Council. The Metropolitan Council has agreed to fund the ERF request in addition to the request they received, which will reduce the administrative burden for the grantee.

**Previous ERF awards:** Minnesota Brownfield Gap Financing Program (ERF funded) — \$24,950 in 2025

# Other funding sources

- Hennepin County HOME funding \$875,000 (committed)
- Met Council \$1.15M (committed)

# Economic development/housing impact

- Increases the tax base
- Estimated one new FTE
- Creates 42 new affordable housing units consisting of 8 one-bedrooms, 22 twobedrooms, 8 three-bedrooms, and 8 fourbedrooms. Proposed 16 units at or below 30% of the AMI and 26 units at or below 60% of the AMI.

# Site description:

Vacant land and building historically occupied by commercial businesses including an automotive repair, cabinet making, electronic repair, and a motorcycle dealership.

Contamination issues: Metals and solvents in soil,

and solvents and petroleum in soil vapor. Asbestos-containing materials in the vacant building.

Project plans: Development of a new 42-unit affordable residential building.

Requested use of ERF grant: Funding for excavation, transportation, and disposal of contaminated soil, installation of a soil vapor mitigation system, and abatement of asbestoscontaining building material.



# Rogers Civic Campus Gateway Development

Address: 13007-13017 Main Street, Rogers MN

**Applicant: City of Rogers** 

Property owner: City of Rogers

Recommended award: \$150,000 (\$500,000 requested)

#### Award recommendation

The activities are generally eligible for funding. The recommended award is reduced to exclude ineligible costs associated with soil management for a portion of the site.

**Previous ERF awards:** Minnesota Brownfields Gap Financing Program (ERF funded) — \$3,150 in 2023 and \$6,150 in 2024

# Other funding sources

 Assessment funds from Hennepin County Revolving Loan Fund loan repayment proceeds: \$53,000 (committed)

# Economic development/housing impact

- Estimated 10-15 new and 80 retained FTEs
- Adds public plaza to vacant downtown.

### Site description

The site is an industrial storage facility, and historical operations were a residential building, gas station, and truck repair station.

**Contamination issues:** Soils are contaminated with petroleum.

**Project plans:** Construct a new city hall, police department, public parking, and public plaza. **Requested use of ERF grant:** Funding for soil cleanup.



# Sochacki Park Water Quality Improvements

Address: 3500 June Avenue North, Robbinsdale

Applicant: Three Rivers Park District Property owner: City of Robbinsdale

Recommended award: \$477,000 (\$1,908,900 requested)

#### Award recommendation

The activities are eligible for funding. The recommended award is reduced due to the funding available this round. This project scored low in comparison with other applications received. A portion of this project can proceed with partial ERF assistance. It is recommended that the applicant consider phasing cleanup activities to pursue additional funding needs in future grant rounds.

Previous ERF awards: Spring 2023 \$220,000

# Other funding sources

None

### **Economic development/housing impact**

 Creates new stormwater management areas to improve water quality in an underserved community.

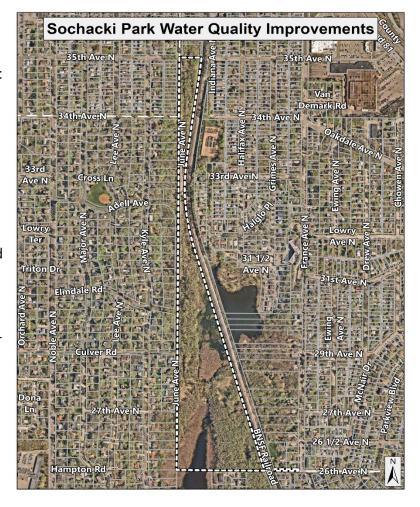
#### Site description

A regional park formerly occupied by an unpermitted dump.

**Contamination issues:** Soil contaminated with petroleum, metals, PAHs, and PCBs.

**Project plans:** Landscape improvements and creation of four stormwater ponds.

**Requested use of ERF grant**: Funding for a portion of soil cleanup costs.



# Tibyan Community Center

Address: 2401 Lowry Avenue NE, City of St. Anthony Village

Applicant: City of St. Anthony Village on behalf of Tibyan Community Center

Property owner: Tibyan Community Center

Recommended award: \$136,250 (\$136,250 requested)

#### Award recommendation

The activities are eligible for funding. The recommended award is equal to the amount requested in the grant application.

**Previous ERF awards:** Fall 2022 \$265,825 for a different applicant and development plan, subsequently relinquished when project did not proceed.

### Other funding sources

None

# Economic development/housing impact

 New community center with intent to serve BIPOC community with a focus on the Somali and East African immigrant community

### Site description:

Vacant commercial building.

**Contamination issues:** Soil contaminated with metals, and soil vapor contaminated with VOCs.

**Project plans:** Reuse and eventual renovation of existing building for a community center.

Requested use of ERF grant: Funding for soil vapor mitigation and associated building repair required to prevent exposure to contaminants.



# **HENNEPIN COUNTY**

# **MINNESOTA**

# **Board Action Request**

#### 25-0323

#### **Item Description:**

Authorize Section 5310 TCAP grant application to MnDOT; neg Agmt A2513000 with State of Mn, 01/01/26-12/31/27, est \$620,000 (recv)

#### **Resolution:**

BE IT RESOLVED, BE IT RESOLVED, that the County Administrator be authorized to submit a grant application to the Minnesota Department of Transportation for the Transit Coordination Assistance Projects (TCAP) Federal Transit Administration Section 5310 Grant Program, for the period of January 1, 2026, through December 31, 2027, with an estimated receivable amount of \$620,000; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to negotiate Agreement A2513000 with the State of Minnesota to receive the TCAP Section 5310 grant, during the period of January 1, 2026, through December 31, 2027, with an estimated receivable amount of \$620,000; that following the review and approval by the County Attorney's Office, the Chair of the Board be authorized to sign the agreement on behalf of the county, and that the Controller be authorized to accept and disburse funds as directed; and

BE IT FURTHER RESOLVED, that if the grant is awarded, Hennepin County shall provide the required 20% matching funds, in an amount not to exceed \$124,000; and

BE IT FURTHER RESOLVED, that sponsorship and acceptance of grant funding for the program by the Hennepin County Board of Commissioners does not imply a continued commitment by Hennepin County to this program when grant funds are no longer available.

### **Background:**

The Section 5310 program seeks to enhance the mobility of seniors and individuals with disabilities, to promote statewide planning and regional coordination between entities that provide service to people with disabilities and older adults, and to provide capital and operating resources to these entities and communities throughout the State of Minnesota.

The Hennepin County Transit and Mobility Department, in partnership with the Human Services Department, will continue to develop and implement a program that is designed to improve transportation access for vulnerable populations and coordination among transportation providers. This program will work to solve the issue of unmet travel needs for people with disabilities and older adults within Hennepin County. The grant will provide funding for the Mobility Manager tasked with the facilitation of a Mobility Working Group to bring together a diverse community-based group to advise on program goals, approaches, and implementation that best meet community transportation needs. This grant will also provide funding assistance toward integrating available transportation options, including on-demand trips and fixed-route transit, to ensure people who receive disability

waivers regularly attend day support programs, engage with their communities, and, for many, seek and maintain employment.

The Section 5310 program requires each applicant to provide a resolution from its governing body authorizing the submission of an application and subsequent execution of a contract with the State of Minnesota. This Resolution would provide such authorization. Notification of grant award will be issued in November 2025.

# **Current Request:**

Authorization to submit a TCAP grant application to the Minnesota Department of Transportation to advance mobility options for seniors and individuals with disabilities, and upon grant award, authorize negotiation of Agreement A2513000 with the State of Minnesota for the period of January 1, 2026, through December 31, 2027, in an estimated receivable amount of \$620,000.

# Impact/Outcome:

The 5310 TCAP grant will provide resources to identify and add services to meet the travel needs of vulnerable people and identify and initiate system efficiencies across transportation service providers.

Recommendation from County Administrator: Choose an item.

# **HENNEPIN COUNTY**

# **MINNESOTA**

# **Board Action Request**

#### 25-0324

#### **Item Description:**

Amend line of succession in the Hennepin County Emergency Plan and line of succession for non-emergency situations

#### WHEREAS:

WHEREAS, a succession plan ensures business continuity in the event that key employees are unavailable during critical situations, and

WHEREAS, pursuant to Resolution 16-0095, Hennepin County adopted an administrative succession plan for emergencies and for administrative actions; and

WHEREAS, the Hennepin County leadership structure has been updated with new positions.

#### Resolution:

BE IT RESOLVED, that the Hennepin County Emergency Plan be amended to reflect the following line of succession for use in emergency situations, effective August 12, 2025:

- 1. County Administrator
- 2. Deputy County Administrator Law, Safety & Justice; Operations; and Resident Services lines of business
- 3. Deputy County Administrator Health, Human Services; and Disparity Elimination lines of business
- 4. Assistant County Administrator, Law, Safety & Justice
- 5. Assistant County Administrator, Operations
- 6. Assistant County Administrator, Public Works

BE IT FURTHER RESOLVED, that the administrative line of succession for use in nonemergency situations be amended effective August 12, 2025 as follows:

- 1. County Administrator
- 2. Deputy County Administrator -Law, Safety & Justice; Operations; and Resident Services lines of business
- 3. Deputy County Administrator Health, Human Services, and Disparity Elimination lines of business
- 4. Assistant County Administrator, Law, Safety & Justice
- 5. Assistant County Administrator, Operations
- 6. Assistant County Administrator, Public Works

#### **Background:**

Resolution 02-48R1 established a succession plan for emergency and non-emergency situations.

Resolution 09-0437 updated the plan to eliminate several positions which were no longer used in the organizational structure.

Resolution 16-0095, again updated the plan to accurately reflect organizational alignment, structure and position classifications.

The line of succession is reviewed on a regular basis and updated as needed, in parallel with the non -emergency line of succession.

# HENNEPIN COUNTY

# **MINNESOTA**

# **Board Action Request**

#### 25-0297

### **Item Description:**

County Board governance of Hennepin Healthcare System, Inc.

#### WHEREAS:

WHEREAS, Hennepin Healthcare System, Inc. (HHS), is an integrated system of care that serves as a critically important safety net and teaching hospital for residents of Hennepin County and the State of Minnesota; with a nationally recognized Level I Adult and Pediatric Trauma Center; an acute care hospital; a clinic system; an outpatient Clinic & Specialty Center; an Emergency Medical Services fleet; and more; and

WHEREAS, prior to 2007, the Hennepin County Medical Center operated as a department of Hennepin County, under the direct control and oversight of the County Board; and

WHEREAS, in 2005, the Legislature enacted enabling legislation to create HHS as a public corporation and subsidiary of Hennepin County;

WHEREAS, since January 1, 2007, HHS has operated as a public corporation and a subsidiary of Hennepin County; and

WHEREAS, the County Board strives to promote the continued vitality of HHS and the high-quality health care services provided by its work force; and

WHEREAS, the County Board recognizes the nation-leading work of the HHS's providers and staff and strives to support them in providing excellent patient care; and

WHEREAS, the County Board supports the mission of HHS and recognizes the importance of this critical health care asset to the residents of Hennepin County, the State of Minnesota, and beyond;

WHEREAS, the County Board is committed to proactive, responsible stewardship of public resources for both HHS's healthcare functions and the County's other critically important work in health, human services. housing, justice, and more; and

WHEREAS, under Minnesota Statutes section 383B.908, the County Board retains several reserved powers relating to HHS, including specific controls over HHS's "mission, ability to incur indebtedness through the county, indigent care, and governance," as well as the right of the County Board to "dissolve the corporation, reorganize the corporation, or remove the entire corporate board in order to resume management of Hennepin County Medical Center upon a two-thirds vote of the entire county board"; and

WHEREAS, HHS has experienced an operating net loss for seven of the past eight years, despite receiving significant government support, including federal pandemic funds in 2020 and 2021 (totaling approximately \$61.5 million); directed payments beginning in 2022 (totaling at least \$90 million per year in supplemental funding for Medicaid); additional one-time funding from the County in 2024 (totaling approximately \$4.2 million for employee benefits and \$4.8 million for IT costs); and an increase in uncompensated care funding from the County (from \$26 million in 2022 to \$37.5 million in 2023, \$38 million in 2024, and \$38 million budgeted in

2025); and

WHEREAS, HHS's financial condition has continued to deteriorate at an unsustainable pace, despite HHS's ongoing efforts to implement margin improvement initiatives over a course of several years; and

WHEREAS, in its current financial state, HHS has been unable to self-fund its routine capital medical equipment expenditures in recent years, and recently requested a loan of up to \$30 million from the county; and

WHEREAS, HHS has proposed future campus redevelopment but is unlikely to be able to fund any share of such redevelopment; and

WHEREAS, based on its current financial condition and recent budget forecasts, HHS will not meet its proposed 2025 operating budget and must take immediate action to improve its performance, address its current cost structure, and mitigate a significant operating net loss for this calendar year; and

WHEREAS, in a joint meeting of the County Board and HHS board on June 12, 2025, HHS leadership informed the County Board of significant concerns about HHS's financial condition and long-term viability. including risk of HHS closure in the near future; and

WHEREAS, on the same date of June 12, 2025, the HHS board voted to create a Task Force of its own members to consider the strategic sustainability of HHS and to explore a full range of scenarios; and

WHEREAS, the HHS Task Force has met in person five times (June 27, July 1, July 11, July 18, and July 23) and another meeting planned for August 1, for the purpose of developing cost-saving recommendations regarding the 2026 HHS Budget proposal, to present at the HHS Board meeting on August 6; and

WHEREAS, the 2025 County Board calendar was approved in December 2024, including two joint meetings of the County Board and HHS Board, and four Quarterly Briefing dates, with August 7 being the scheduled date for HHS Board and Leadership to present the 2026 HHS Budget proposal to the County Board; and

WHEREAS, the Quarterly Briefing scheduled for August 7 has since been converted to a joint meeting of the County Board and HHS Board; and

WHEREAS, HHS is a public safety net hospital, serving a high percentage of patients on federal and state programs and providing a significant amount of under- and uncompensated care, and the circumstances around HHS's financial condition have grown even more precarious and urgent in recent weeks due to recent federal legislation and anticipated state and federal funding reductions; and

WHEREAS, HHS faces a real risk of financial failure, which would have a devastating impact on health care access for Hennepin County residents and regional and statewide health systems; and

WHEREAS, the County faces a real risk of financial impacts, including a need to increase the property tax levy, if further financial support from the County is requested or required to sustain HHS, especially given current uncertainty regarding state and federal funding streams, and given the County's need to sustain funding for current County operations and services; and

WHEREAS, the HHS task force and board have been working diligently to prepare and propose a recommended 2026 budget for the County Board's review and approval under Minnesota Statutes section 383B.908; and

WHEREAS, in order to exercise its statutory oversight powers in an effective, informed and fiscally responsible

manner, the County Board intends to be actively involved in decision making regarding HHS's current financial crisis, implementing any turnaround strategies, and developing a long-term vision for HHS's viability and vitality, in order to take into account what is needed to support core HHS functions as well as core County functions, without unreasonable burdens on county residents and taxpayers

#### Resolution:

BE IT RESOLVED, pursuant to Minn. Stat. 383B.908, subd. 7, the County Board hereby removes the entire corporate board of Hennepin Healthcare System, Inc., in order to resume interim management of its subsidiary corporation HHS, including the Hennepin County Medical Center; and

BE IT FURTHER RESOLVED, the County Board affirms the subsidiary corporate structure of HHS, and remains committed to working with HHS leadership and staff during this transition to ensure operational continuity and to develop and implement a strategy that brings financial stability to the health care system, ensuring that residents across Hennepin County and the State of Minnesota can continue to access high-quality health care services; and

BE IT FURTHER RESOLVED, that the County Board recognizes the dedication and hard work of HHS employees at all levels and vocations, and their importance to delivering healthcare services to Minnesota residents; and

BE IT FURTHER RESOLVED, the County Board expresses appreciation for the time, service and dedication of HHS board members; and

BE IT FURTHER RESOLVED, the County Board directs the County Administrator to prepare recommendations regarding any necessary transition plan, including a transition team, any needed staff or consultants, communications plan, meeting dates through 2025, as well as any other recommendations; and

BE IT FURTHER RESOLVED, the County Board will hold a special meeting to discuss business related to HHS with the County Administrator and the HHS CEO along with any other invited County or HHS staff, including members of the HHS executive leadership team or the proposed transition team, on August 12, 2025, and will consider a motion to close the meeting to the public under Minnesota Statutes 383B.217, subd. 7 and 383B.917.

## Background:

If approved by a super-majority, this county board action will remove the HHS corporate board. This action does not unwind the current parent-subsidiary corporate structure. Hennepin Healthcare System, Inc., will continue to exist as a public corporation and as a subsidiary of Hennepin County. There is no immediate change to HHS's corporate status and no disruption to HHS's existing contractual and financial obligations (including HHS's collective bargaining agreements).

By removing the HHS corporate board, the County Board will step into the role of the governing board, and this means the County Board will resume management of HHS, including HCMC. This county board action makes no other changes to the management or organizational structure of HHS, and so - subject to future actions by the county board - the current structure of HHS will otherwise remain in place, with the HHS CEO reporting to the county board as the governing body of HHS.

By resuming management of HHS, the County Board will take a more direct oversight role on HHS's

management and operations, including any financial turnaround strategy. The County Board will also have more direct access to information that may be needed to assess any request or need for County financial support, as well as more direct control regarding financial priorities and expenditures.

By exercising this reserved power (rather than its reserved powers to dissolve or reorganize HHS), the County Board can be more actively engaged in the short term, while addressing the current financial crisis. Once HHS is stabilized, the County Board can consider other options for the future governance or structure of HHS.

As historical background, the Hennepin County Medical Center previously operated as a department of Hennepin County, with the head of the hospital reporting up through the County organizational structure and ultimately to the County Board. In 2003, the County Board began evaluating whether a different governance structure could maximize HCMC's operations, preserve its long-term financial viability, and preserve its public mission, with assistance from a Governance Task Force (Resolution 03-4-132R1), and then a Transition Committee (Resolution 04-6-293R2).

In 2003, the County Board's Governance Task Force recommended creation of a new, not-for-profit corporation with its own board, with an expectation that the corporation would be financially self-sustaining. The Governance Task Force further recommended that the County Board retain ownership of HCMC's assets as well as reserved powers to remove the corporate board and resume management.

In 2004, the County Board's Transition Committee recommended that the County seek legislation to create a public benefit corporation as a subsidiary of the County, with an expectation that the corporation would achieve a sustainable positive operating margin within five years and be able to finance its own capital expenditures. with a culture of quality, performance, and accountability. The Transition Committee further recommended that the County Board would continue to decide important public policy matters and critical financial decisions relating to the health system, and similar to the Governance Task Force, the Transition Committee recommended that the County Board retain reserved powers to remove the corporate board and resume control.

In 2004 (Resolution 04-12-680 R1), the County Board voted to adopt the report of the Transition Committee, and to authorize county staff to seek legislation to implement the findings. In 2005, the Minnesota Legislature enacted enabling legislation for the creation of Hennepin Healthcare System, Inc., including several reserved powers for the County Board, and specifically including this reserved power to remove the corporate board and resume management.

Effective January 2007, HHS began to operate as a subsidiary public corporation of Hennepin County. Since 2007, the County Board has performed its statutory oversight role in the parent-subsidiary relationship in several ways:

- Conducting quarterly briefings with HHS to receive information regarding its mission, programs and initiatives, and financial condition. Minn. Stat. 383B.217
- Approving HHS's annual budget, Minn. Stat. 383B.908, subd. 5
- Approving certain changes in HHS bylaws, Minn. Stat. 383B.906
- Appointing slates of candidates to the HHS board, Minn. Stat. 383B.903, subd. 3
- Appointing 2 county commissioners to serve as HHS board members, Minn. Stat. 383B.903, subd. 1
- Approving HHS's health services plan, including HHS's coordination with the County on providing health-related services to county residents, Minn. Stat. 383B.918
- Conducting an independent audit of HHS's finances, Minn. Stat. 383B.908, subd. 5
- Holding the lease on real property used by HHS, Minn. Stat. 383B.913
- Issuing bonds to finance capital improvements to property used by HHS, Minn. Stat. 383B.916
- Providing HHS with the opportunity to participate in cooperative purchasing, Minn. Stat. 383B.921, subd. 2

- Providing HHS with legal counsel, Minn. Stat. 383B.922
- Providing HHS with the opportunity to participate in the County's self-insurance programs, Minn. Stat. 383B.923
- Paying for health care and related services to county residents, Minn. Stat. 383B.928

As noted above, HHS has experienced recurring operating losses in recent years. Since late 2023, the County Board has taken several additional actions to better understand current trends and challenges at HHS relating to its management, operations and finances. The County Board retained a consultant to conduct an independent financial analysis and review, developed a new HHS financial dashboard for County Board briefings, increased the number of County Board briefings on HHS, and appointed an additional county commissioner to serve on the HHS board's finance committee. These actions provided the County Board with more information about HHS's challenges, but the financial trends have not improved.

This proposed action is the next step to deepen the County Board's involvement in critical decisions at its subsidiary health system, given its current crisis and the potential impact on both the hospital and the county as a whole.

# **HENNEPIN COUNTY**

# **MINNESOTA**

# **Board Action Request**

#### 25-0333

### **Item Description:**

Award Contract FC00000181 to Noor Construction GBC. for the Medina Roof Replacement project, NTE \$7,468,542,39

#### Resolution:

BE IT RESOLVED, that the award of Contract FC00000181 to Noor Construction GBC for the Medina Roof Replacement project (Sub Project 1011311, Capital Project 1009349), in the amount of \$7,468,542.39 be approved; that the Chair of the Board be authorized to sign the contract on behalf of the county after the performance and payment bonds have been properly executed; and that the Controller be authorized to disburse funds as directed.

#### Background:

Hennepin County Public Works Facility, located at 1600 Prairie Drive in Medina, was constructed in 1998 and consists of four buildings that house many county departments including Transportation Operations, Transportation Project Delivery, Fleet Services, Energy & Environment, and Emergency Management.

The proposed project will replace a 28-year-old, 223,000 square foot roof that is beyond its useful life. The roof has been patched over time, and roof leaks cause damage in the office areas at the north end of the main building.

This project will include a new white roof covering and insulation. The roof insulation will be increased from R-20 to R-30 to meet the 2024 Minnesota Energy Code. Additionally, 87% of the main building roof will be solar panel-ready. Installation of the solar panels is slated for 2026.

Through a best value procurement process, a Request for Proposals was released on May 20, 2025. Ten (10) proposals were received. Based on the results of interviews, cost, and written submittals, Noor Construction GBC, received the highest score, and is recommended for this project.

Current Request: Approval of Contract FC00000181 to Noor Construction GBC for the Medina Roof Replacement project (Sub Project 1011311, Capital Project 1009349), in the amount of \$7,468,542.39 is requested.

Impact/Outcomes: This project will provide the Hennepin County Public Works Facility with a new roof covering and insulation warrantied for 30 years.

300 South Sixth Street Minneapolis, MN 55487-0240

# **HENNEPIN COUNTY**

# **MINNESOTA**

# **Board Action Request**

#### 25-0334

### **Item Description:**

Neg Agmt PR00007726 with Dakota County CDA to be the fiscal agent of the Twin Cities Fair Housing Implementation Council, 07/01/25 -6/30/29, NTE \$50,000

#### Resolution:

BE IT RESOLVED, that the County Administrator be authorized to negotiate Agreement PR00007726 with Dakota County Community Development Agency to be the fiscal agent of the Twin Cities Fair Housing Implementation Council during the period July 1, 2025 through June 30, 2029, with a not to exceed amount of \$50,000; that following review and approval by the County Attorney's Office, the Chair of the Board be authorized to sign the Agreement on behalf of the county; and that the Controller be authorized to disburse funds as directed.

# **Background:**

The U.S. Department of Housing and Urban Development (HUD) requires Community Development Block Grant (CDBG) entitlement recipients such as Hennepin County to complete an Analysis of Impediments to Fair Housing (AI) every five years, and to certify to "affirmatively further fair housing" annually.

In taking a regional approach to addressing barriers to fair housing identified in the AI, Hennepin County and 13 other HUD entitlement jurisdictions in the metropolitan area established the Fair Housing Implementation Council (FHIC) in 2002. Those 13 other jurisdictions are: Anoka County Housing Redevelopment Authority (HRA), Carver County Community Development Agency (CDA), Dakota County CDA, Ramsey County, Scott County CDA, Washington County CDA, the cities of Bloomington, Eden Prairie, Minneapolis, Plymouth, St. Paul, Woodbury and the Metropolitan Council. Hennepin County represents the remainder of Hennepin County cities on the FHIC. Dakota County CDA will act as the fiscal agent for the FHIC for the provision of fair housing activities in the region.

Over the next five years, the funding will enable the continuation of fair housing enforcement, education and outreach services throughout the metropolitan area consistent with identified priorities.

Current Request: This request is for authorization to negotiate Agreement PR00007726 with Dakota County CDA to be the fiscal agent of the FHIC during the period July 1, 2025 through June 30, 2029 with a not to exceed amount of \$50,000.

Impacts/Outcomes: Approval of this request will provide funding for fair housing services having a metro wide significance. The Agreement continues support for a metro wide collaboration to address impediments to fair housing within and across jurisdictions.